AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, January 13, 2026, 10:30 AM

1. **CALL TO ORDER**

2. **INVOCATION**

   Reverend Bobby Brown, Public Safety Chaplain

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**

6. **APPROVAL OF MINUTES**

   December 30, 2025 and January 6, 2026

7. **COMMUNICATIONS FROM THE MAYOR**

8. **ADOPTION OF THE AGENDA**

9. **APPEALS**

   Request of Cindy Rathle for a waiver of the Noise Ordinance at 1906 Springhill Avenue on January 17, 2026, from 6:00 p.m. - 10:30 p.m. (District 1).

Request of Maura Mandyck for a waiver of the Noise Ordinance at 1800 Airport Boulevard on January 17, 2026, from 12:00 p.m. - 1:30 p.m. (District 2).

Request of Khadijih Knights for a waiver of the Noise Ordinance at Cathedral Square on January 18, 2026, from 1:00 p.m. - 4:00 p.m. (District 2).

Request of Rev. David E. Edwards for a waiver of the Noise Ordinance at Catheral Square on January 19, 2026, from 12:30 p.m. - 3:30 p.m. (District 2).

Request of Jayson Evans for a waiver of the Noise Ordinance at Mardi Gras Park on March 14, 2026, from 3:00 p.m. - 7:00 p.m. (District 2).

Request of Michael Standifer for a waiver of the Noise Ordinance at Medal of Honor Park on May 23, 2026, from 6:00 p.m. - 7:30 p.m. (District 6).

Request of Michael Standifer for a waiver of the Noise Ordinance at Medal of Honor Park on September 21, 2026, from 7:00 p.m. - 8:30 p.m. (District 6).

Request of Michael Standifer for a waiver of the Noise Ordinance at Langan Park Pavilion on April 30, 2026, from 7:00 p.m. - 8:30 p.m. (District 7).

Request of Cystic Fibrosis Foundation for a waiver of the Noise Ordinance at Langan Park Pavilion on May 2, 2026, from 6:45 a.m. - 12:00 p.m. (District 7).

10. PUBLIC HEARINGS

Public hearing to consider the proposed rezoning of property located at 7125 Bellingrath Road from R-1 to CW (District 4).

Public hearing to consider the proposed modification of a previously approved Planned Unit Development for property located at 3456 Halls Mill Road and 2390 West I-65 Service Road South (District 4).

Public hearing to consider the proposed modification of a previously approved Planning Approval for property located at 6710 Old Shell Road (District 7).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Cynthia Long - proposed animal control ordinance reforms, present evidence of systemic failures in the City's animal control response times, enforcement protocols, and public records transparency.

Reggie Hill - rules amendment regarding speakers, vehicle inventory list, public safety, and board/commission appointments.

12. RESOLUTIONS HELD OVER

37-1449 Consider the application of Acadian Ambulance Service for a Certificate of Public Convenience and Necessity to operate an ambulance service.

08-007 Approve item-based bid for medical equipment and supplies (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-009 Approve purchase order(s) to Precision Delta Corp. for ammunition for MPD; $109,177.59 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-010 Approve purchase order to Spec Seats International Corp. for folding chairs and storage pallets for Mobile Arena; $328,100.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

21-011 Authorize Contract amendment with Kimley-Horn and Associates, Inc. for Western Bayfront Resurfacing project; $52,500.00 increase; (sponsored by Councilmember Ingram and Mayor Cheriogotis) (submitted by John Forrester, Engineering Dept.).

21-012 Authorize Contract amendment to the Routeware Master Sales and License Agreement to add cloud-based additional hardware, software, installation, and services; NTE $166,366.00 (sponsored by Mayor Cheriogotis) (submitted by Matthew Anderson, Public Services Dept.).

47-013 Consider the vacation of an alley adjacent to 6 South Franklin Street (sponsored by Councilmember Ingram).

47-014 Consider a vacation fee as a condition of the vacation of an alley adjacent to 6 South Franklin Street (sponsored by Councilmember Ingram).

13. ORDINANCES BEING INTRODUCED

64-001 Consider the proposed rezoning of property located at 7125 Bellingrath Road from R-1 to CW (sponosred by Councilmember Reynolds).

64-002 Consider the proposed modification of a previously approved Planned Unit Development for property located at 3456 Halls Mill Road and 2390 West I-65 Service

Road South (sponsored by Councilmember Reynolds).

64-003 Consider the proposed modification of a previously approved Planning Approval for property located at 6710 Old Shell Road (sponsored by Councilmember Gregory).

14. CONSENT RESOLUTIONS BEING INTRODUCED

03-021 Re-appoint William Guess to the Board of Adjustment (sponsored by Councilmember Woods).

31-022 Authorize the Mayor to apply, accept, and receive a grant from the U.S. Department of Transportation for Leverage Development (BUILD) Grant Program for Water Street Complete Streets Corridor Improvement project; up to $25,000,000 (no local match) (sponsored by Mayor Cheriogotis) (submitted by Jennifer Greene, Program & Project Mgmt.).

58-023 Authorize removal of weeds, Group 1673.

58-024 Assess costs for removal of weeds, Weed Lien Group 1668.

58-025 Assess costs for removal of weeds, Weed Lien Group 1669.

58-026 Assess costs for removal of weeds, Weed Lien Group 1670.

60-027 Approve award of special bonus to the Tennis Center Employee of the Month; Washington (sponsored by Mayor Cheriogotis) (submitted by Shonnda Smith, Public Works Dept.).

60-028 Approve award of special bonus to the Officer of the Month; Wahid (sponsored by Mayor Cheriogotis) (submitted by Chief William Jackson, MPD).

60-029 Determine an appropriation to Big Brothers Big Sisters of the Central Gulf Coast serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Finance Dept.).

60-030 Determine an appropriation to Big Brothers Big Sisters of the Central Gulf Coast serves a public purpose and approve payment (sponsored by Councilmember Reynolds) (submitted by Donna Bryars, Finance Dept.).

60-031 Determine an appropriation to Mims Park Baseball serves a public purpose and approve payment (sponsored by Councilmember Reynolds) (submitted by Donna

Bryars, Accounting Dept.).

60-032 Determine an appropriation to The Village of Springhill serves a public purpose and approve payment (sponsored by Councilmember Fleming) (submitted by Donna Bryars, Accounting Dept.).

15. CIP RESOLUTIONS BEING INTRODUCED

09-033 Allocate funds from CIP Project (E0018) Equipment – Tennis Center to Capital Project (C0568) Copeland Cox Tennis Center to assist with purchase of security cameras; $18,142.13 (sponsored by Mayor Cheriogotis) (submitted by Kim Carmody, Parks & Rec.).

21-034 Authorize contract with A and D Remodeling, LLC for Herndon-Sage Park restroom support beam; $36,016.00 (sponsored by Councilmember Penn and Mayor Cheriogotis) (submitted by Carleen Stout-Clark, REAM).

16. RESOLUTIONS BEING INTRODUCED

01-035 Authorize Agreement with Ecosouth Services of Mobile, LLC for recycling bin rental and hauling services; NTE $250,000.00 per year (sponsored by Mayor Cheriogotis) (submitted by Shonnda Smith, Public Works).

01-036 Authorize amendment to Agreement with Goram Air Conditioning Company, Inc. to extend the terms for HVAC maintenance and repairs at various City facilities (sponsored by Mayor Cheriogotis) (submitted by Carleen Stout-Clark, REAM).

08-037 Approve purchase order to Butler Complete Services, LLC for re-sodding of medians on Grelot Road; $38,500.00 (sponsored by Councilmember Woods and Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-038 Approve purchase order to Office Equipment Company of Mobile, Inc. for conference room chairs; $22,599.20 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-039 Approve purchase order to Teleflex Medical, Inc. for needle kits and dressings; $22,500.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

13-040 Approve amendment to Change Order with Watermark Design Group, LLC for Taylor Park Community Center Improvement; $190,725.00 (sponsored by Councilmember Small and Mayor Cheriogotis) (submitted by Carleen Stout-Clark,

REAM).

25-041 Authorize Conservation Easement for Pelican Coast Conservancy for the purpose of permanently preserving and protecting the conservation values of the property (sponsored by Mayor Cheriogotis) (submitted by Curtis Graves, Public Safety).

60-042 Authorize Settlement Agreement and Release of Claims; Soulier (sponsored by Mayor Cheriogotis) (submitted by Ricardo Woods, City Attorney).

25-046 Authorize Utility Easement Agreement with Alabama Power Company to provide new Transmission Line Crichton-Hospital-DS (sponsored by Councilmembers Reynolds and Woods) (submitted by Carleen Stout-Clark, REAM Dept.).

17. CALL FOR PUBLIC HEARINGS

41-043 Call for public hearing to consider the modification of a previously approved Planned Unit Development for property located at 580 Providence Park Drive East (scheduled for February 18, 2026) (District 6).

41-044 Call for public hearing to consider rezoning property located at 7211 and 7221 Cottage Hill Road from R-1 to R-3 (scheduled for February 18, 2026) (District 6).

41-045 Call for public hearing to consider the application of Zed, LLC for a Certificate of Public Convenience and Necessity to operate a golf cart service (scheduled for January 27, 2026).

18. 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: CINDY RATHLE
PLEASE PRINT ALL INFORMATION

Home Phone Number: N/A Cell Number: (251) 377-5005

Organization (if applicable) _____

Mailing Address of Applicant 3965 WIMBLEDON PARK, MOBILE, AL 36609

Telephone No. (251) 377-5005 E-mail address BLAIRGEWIN@GMAIL.COM

Location or address of event where amplification will be used:

BRAGG-MITCHELL MANSION; 1906 SPRINGHILL AVE, MOBILE, AL 36604

Date of Event: 1/17/2026 Starting Time: 6PM Ending Time 10:30PM
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: WEDDING RECEPTION

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

Music containing obscene language or profanity is prohibited

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

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Name of Applicant: Maura Mandyck

PLEASE PRINT ALL INFORMATION

Home Phone Number: N/A Cell Number: (706) 201-1201

Organization (if applicable): Indivisible Mobile

Mailing Address of Applicant: 2756 Brevard Dr. Mobile, AL 36606

Telephone No.: (706) 201-1201 E-mail address: mbmandyck@gmail.com

Location or address of event where amplification will be used: Memorial Park 1800 Airport Blvd. Mobile, AL 36606

Date of Event: 01/17/2026 Starting Time: 12:00 p.m. Ending Time: 1:30 p.m.
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Political Rally

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

Music containing obscene language or profanity is prohibited

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Name of Applicant: Khadijih Knights, Public Information Officer of Baha'is
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-232-0050

Organization (if applicable) _____

Mailing Address of Applicant 350 Byron Ave. W., Mobile, Al. 36609

Telephone No. 2512320050 E-mail address k61knights@gmail.com

Location or address of event where amplification will be used:
Cathedral Square, Conti St.

Date of Event: 18 January 2026 Starting Time: 1:00 pm Ending Time 4:00 pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: World Religion Day

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

Music containing obscene language or profanity is prohibited

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Name of Applicant: Rev. David E. Edwards
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-255-7200 Cell Number: 251-518-8885

Organization (if applicable) People United to Advance The Dream Mobile, Inc.

Mailing Address of Applicant 2523- A Saint Stephens Rd Mobile, Al 36617

Telephone No. _____ E-mail address puadmobile@gmail.com

Location or address of event where amplification will be used:
Cathedral Square 300 Conti St. Mobile, Al

Date of Event: January 19,2026 Starting Time: 12:30pm Ending Time 3:30pm

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

Type of Event: Amusement & Entertainment

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

Music containing obscene language or profanity is prohibited

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Name of Applicant: Jayson Evans
PLEASE PRINT ALL INFORMATION

Home Phone Number: (205)602-9688 Cell Number: _____

Organization (if applicable) Huncho Fest

Mailing Address of Applicant 6427 Airport Blvd Mobile, AL 36608

Telephone No (205)602-9688 E-mail address J.evans0710@gmail.com

Location or address of event where amplification will be used:

Mardi Gras Park

Date of Event: March 14, 2025 Starting Time: 3:00 pm Ending Time 7:00 pm

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

Type of Event: Music Festival

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

Music containing obscene language or profanity is prohibited

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Name of Applicant: Michael Standifer
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-423-3368 Cell Number: 251-423-3368

Organization (if applicable) The Mobile Symphonic Pop's Band

Mailing Address of Applicant P O Box 9552, Mobile AL 36691

Telephone No. _____ E-mail address themobilepops.com

Location or address of event where amplification will be used:

Medal of Honor Park

Date of Event: May 23, 2026 Starting Time: 6:00 pm Ending Time 7:30
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Concert Band performance

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

Music containing obscene language or profanity is prohibited

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Name of Applicant: Michael Standifer
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-423-3368 Cell Number: 251-423-3368

Organization (if applicable) The Mobile Symphonic Pop's Band

Mailing Address of Applicant P O Box 9552, Mobile AL 36691

Telephone No. _____ E-mail address themobilepops.com

Location or address of event where amplification will be used:

Medal of Honor Park

Date of Event: Sept. 21 2026 Starting Time: 7:00 pm Ending Time 8:30 pm.
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Concert Band performance

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

Music containing obscene language or profanity is prohibited

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Name of Applicant: Michael Standifer
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-423-3368 Cell Number: 251-423-3368

Organization (if applicable) The Mobile Symphonic Pop's Band

Mailing Address of Applicant P O Box 9552, Mobile AL 36691

Telephone No. _____ E-mail address themobilepops.com

Location or address of event where amplification will be used:

Langan Performing Arts Pavillion at Langan Park

Date of Event: 3-30-26 Starting Time: 7:00 Ending Time 8:30
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Concert Band performance

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

Music containing obscene language or profanity is prohibited

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P. O. Box 1827 Mobile, AL 36633
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Name of Applicant: Margaret Smith, M.D./Cystic Fibrosis Foundation
PLEASE PRINT ALL INFORMATION

Home Phone Number: 205-870-8565 Cell Number: 205-837-2843

Organization (if applicable) Cystic Fibrosis Foundation

Mailing Address of Applicant 500 Office Park Drive, Suite221, Birmingham, AL 35223

Telephone No. 205-870-8565 E-mail address mksmith@cff.org

Location or address of event where amplification will be used:
Langan Pavillion

Date of Event: 5/2/26 Starting Time: 6:45 AM Ending Time 12:00 PM

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

Type of Event: Walk for Charity

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

Music containing obscene language or profanity is prohibited

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P. O. Box 1827 Mobile, AL 36633
(251) 208-7411; Fax: (251) 208-7576
Or e-mail to: cityclerk@cityofmobile.org

Margaret Smith

Noise Ordinance Waiver Application

Final Audit Report 2026-01-06

Created:	2026-01-06
By:	Hayden Chappel (hchappel@cff.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAlvuvfSu7UKfxnspvYy6ykODqW9eIMiqO

"Noise Ordinance Waiver Application" History

Document created by Hayden Chappel (hchappel@cff.org)
2026-01-06 - 4:00:18 PM GMT

Document emailed to Margaret Smith (mksmith@cff.org) for signature
2026-01-06 - 4:00:43 PM GMT

Email viewed by Margaret Smith (mksmith@cff.org)
2026-01-06 - 4:48:32 PM GMT

Document e-signed by Margaret Smith (mksmith@cff.org)
Signature Date: 2026-01-06 - 4:48:49 PM GMT - Time Source: server

Agreement completed.
2026-01-06 - 4:48:49 PM GMT

41-1530 **2025**

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: DEC 0 9 2025

City Clerk

Notice of Public Hearing for the Proposed Rezoning for
Property Located at 7125 Bellingrath Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **December 9, 2025**, a public hearing will be held on the **13th** day of **January, 2026**, at 10:30 a.m., to consider adoption of an ordinance for the rezoning for property located at 7125 Bellingrath Road from R-1, Single-Family Residential Suburban District, to CW, Commercial Warehouse 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:

A PORTION OF LOT 2-B-2, A RESUBDIVISION OF LOT 2B, RESUBDIVISION OF LOT 2 RESUBDIVISION OF PARCEL A, FIRST BAPTIST CHURCH OF THEODORE AS RECORDED IN INSTRUMENT #2024056921 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CRIMP TOP IRON FOUND AT THE SOUTHEAST CORNER OF SAID LOT 2-B-2, THENCE RUN N04°23'58"W, 242.48 FEET TO A CRIMP TOP IRON FOUND; THENCE RUN N89°19'45"W, 275.00 FEET TO A CAPPED REBAR FOUND; THENCE RUN N0°51'10"W. 179.76 FEET TO A CAPPED REBAR FOUND; THENCE RUN N63°00'27"W, 100.00 FEET TO A CAPPED REBAR FOUND; THENCE RUN S72°40'37"W, 304.10 FEET TO A CAPPED REBAR SET; THENCE RUN S0°59'14"E, 90.00 FEET TO A CAPPED REBAR SET; THENCE RUN S89°00'45"W, 99.97 FEET TO A CAPPED REBAR SET ON THE EAST RIGHT-OF-WAY LINE OF BELLINGRATH ROAD; THENCE RUN S01°01'00"E, ALONG SAID RIGHT-OF-WAY LINE, 273.79 FEET TO A CAPPED REBAR FOUND AT THE SOUTHWEST CORNER OF SAID LOT 2-B-2; THENCE RUN S88°57'00"E, 769.35 FEET TO THE POINT OF BEGINNING, CONTAINING 5.86 ACRES, MORE OR LESS.

The classification of said property is hereby changed from Single-Family Residential Suburban District (R-1) to Commercial Warehouse District (CW), 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 CW, 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 CW, until all of the conditions set forth below have been complied with: 1. Completion of the Subdivision process; 2. Compliance with the associated Voluntary Conditions and Use Restrictions, as revised for the CW, Commercial Warehouse District, zoning classification; 3. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 4. Full compliance with all municipal codes and ordinances.

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

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 synopsized 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 13th 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 17th day of December, 2026 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **7125 Bellingrath Road**.

The proposed amendment to the Unified Development Code changes the classification of the subject property **from Single-Family Residential Suburban District (R-1) to Commercial Warehouse District (CW)**. 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 **CW** 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 **CW** districts until the following conditions have been complied with: 1. Completion of the Subdivision process; 2. Compliance with the associated Voluntary Conditions and Use Restrictions, as revised for the CW, Commercial Warehouse District, zoning classification; 3. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 4. Full compliance with all municipal codes and ordinances.

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

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

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

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

A PORTION OF LOT 2-B-2, A RESUBDIVISION OF LOT 2B, RESUBDIVISION OF LOT 2 RESUBDIVISION OF PARCEL A, FIRST BAPTIST CHURCH OF THEODORE AS RECORDED IN INSTRUMENT #2024056921 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CRIMP TOP IRON FOUND AT THE SOUTHEAST CORNER OF SAID LOT 2-B-2, THENCE RUN N04°23'58"W, 242.48 FEET TO A CRIMP TOP IRON FOUND; THENCE RUN N89°19'45"W, 275.00 FEET TO A CAPPED REBAR FOUND; THENCE RUN N0°51'10"W. 179.76 FEET TO A CAPPED REBAR FOUND; THENCE RUN N63°00'27"W, 100.00 FEET TO A CAPPED REBAR FOUND; THENCE RUN S72°40'37"W, 304.10 FEET TO A CAPPED REBAR SET; THENCE RUN S0°59'14"E, 90.00 FEET TO A CAPPED REBAR SET; THENCE RUN S89°00'45"W, 99.97 FEET TO A CAPPED REBAR SET ON THE EAST RIGHT-OF-WAY LINE OF BELLINGRATH ROAD; THENCE RUN S01°01'00"E, ALONG SAID RIGHT-OF-WAY LINE, 273.79 FEET TO A CAPPED REBAR FOUND AT THE SOUTHWEST CORNER OF SAID LOT 2-B-2; THENCE RUN S88°57'00"E, 769.35 FEET TO THE POINT OF BEGINNING, CONTAINING 5.86 ACRES, MORE OR LESS.

The classification of said property is hereby changed **from Single-Family Residential Suburban District (R-1) to Commercial Warehouse District (CW),** 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 **CW**, 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 **CW,** until all of the conditions set forth below have been complied with: 1. Completion of the Subdivision process; 2. Compliance with the associated Voluntary Conditions and Use Restrictions, as revised for the CW, Commercial Warehouse District, zoning classification; 3. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 4. Full compliance with all municipal codes and ordinances.

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

adopted:

_____

Lisa Lambert, City Clerk

T.J. Debrow, Sr., First Baptist Church of Theodore
Addition to First Baptist Church of Theodore Subdivision
7125 Bellingrath Road
Council District 4
Ben Reynolds

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

December 4, 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 **T.J. Debrow, Sr., First Baptist Church of Theodore** for a change in zoning **from Single-Family Residential Suburban District (R-1) to Commercial Warehouse District (CW),** for the property located at **7125 Bellingrath Road**.

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

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

CORRECTED LETTER OF DECISION

December 1, 2025

T.J. Debrow, Sr., Chairman of Trustees
First Baptist Church of Theodore Subdivision
7125 Bellingrath Road
Theodore, Alabama 36582

Re: 7125 Bellingrath Road
ZON-UDC-003518-2025
Addition to First Baptist Church of Theodore Subdivision
T.J. Debrow, Sr., First Baptist Church of Theodore
District 4
Rezoning from Single-Family Residential Suburban District (R-1) to General Business District (B-4)

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 **CW, Commercial Warehouse 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 **CW, Commercial Warehouse District**, to the City Council, subject to the following conditions:

1. Completion of the Subdivision process;
2. Compliance with the associated Voluntary Conditions and Use Restrictions, as revised for the CW, Commercial Warehouse District, zoning classification;
3. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and,
4. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is $**429.78**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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
Stephen Guthrie
Deputy Director of Planning and Zoning

City of Mobile • Planning &Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits** Checklist A
☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments** Checklist B
☐ **Planned Development** Checklist C
☐ **Previously approved Planning Approvals or Planned Unit Development** Checklist D

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

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

	Applicant	Agent (If Applicable)
Name:	First Baptist Church Theodore	Casey Pipes
Firm:		Helmsing Leach Herlong NEwman & Rouse P.C.
Phone:		251-432-5521
Email:		jcp@helmsinglaw.com
Address:	7125 Bellingrath Road, Theodore, AL 36582	150 Government Street, Suite 2000, Mobile, AL 36602

	Owner	Design Professional
Name:	First Baptist Church Theodore	
Firm:		
Phone:	251-653-8695	
Email:		
Address:	7125 Bellingrath Road, Theodore, AL 36582	

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

7125 Bellingrath Road, Theodore, AL 36582
Property Address

10.07 acres; 19,705 sqft
Property Area (acres or square feet)

R023802102000181.00
Parcel Number(s) or Key Number(s)

01250229
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

10-17-2025
Date

Applicant or Agent Signature (If applicable)

10-17-2025
Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION

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

Applicant or Agent Signature

Date

CHECKLIST B: REZONING APPLICATION

A. Justification for the Proposed Amendment

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

This rezoning proposal concerns property annexed into the City in 2008 and currently zoned R-1. A subdivision application has been submitted along with this rezoning application. The proposed rezoning will solely impact the new parcel being created through the subdivision process. This parcel, if approved for subdivision is vacant land (the "Site"), located due south of the First Baptist Church of Theodore (the "Property"). The applicants proposed to rezone the new parcel from R-1 to B-4; the B-4 zoning will be subject to a number of voluntary use restrictions. See "Voluntary Use Restrictions" attachment.

The proposed zoning (B-4) aligns with the following Map for Mobile principles:

1) Principle 2: Enhancing a "functional roadway corridor with "a variety of thriving business that support a robust economy" and
2) Principle 3: "Strategic infill" that is concentrated with other activity and adds to a "mix of uses that serve the community."

The proposed rezoning will provide an opportunity for "strategic infill" on a large parcel in an area with increased activity, a Map for Mobile objective. Map for Mobile, pg. 5. The proposed rezoning aligns with the City's focus on growth, a Map for Mobile "Plan Pillar." The rezoning will permit development of truck repair enterprise; the addition of this establishment will promote a "diverse economy with opportunities for all." Map for Mobile, p. 24.

Though this portion of Bellingrath Road is identified on the Future Land Use Map, an exhibit to the Map for Mobile, as a "Low Density Residential," the property located west, across Bellingrath Road, is commercial warehousing space. Adjacent property, located due south of this Property, is heavy industrial. These uses predate the application of the zoning ordinance to this area and render the Future Land Use Map's application to this area misguided.

2. **Was there a Mistake or Error in the original map?**

Yes; the First Baptist Church of Theodore, along with the surrounding properties near and around Old Military and Bellingrath Road were annexed into Mobile in 2008. This area now comprises, in part, the southwestern edge of the City limits. At that time of the annexation, the Property was zoned R-1. In general, the City of Mobile attributes an R-1 zoning to religious institutions. The use of the current Property as a "religious institution" predated the City of Mobile's zoning ordinance. However, Bellingrath Road at this location is more accurately

described as a "mixed commercial corridor." Commercial warehouses are located across the street from the Church. A heavy industrial site is located due south of the Church. Note, B-4 zoning is not inconsistent with the Mixed Commercial Corridor according to the "Zoning District Correspondence Matrix" created by City staff.

3. **Describe how this proposal promotes the community's health, safety, and welfare.**

The proposed rezoning and subsequent redevelopment of this site represents a significant economic investment in the Theodore area. This investment will provide employment opportunities, enhance the tax base and encourage additional investment. By rezoning the site and facilitating redevelopment and investment, the rezoning advances the general welfare of the community and aligns with the broader goals of neighborhood reinvestment.

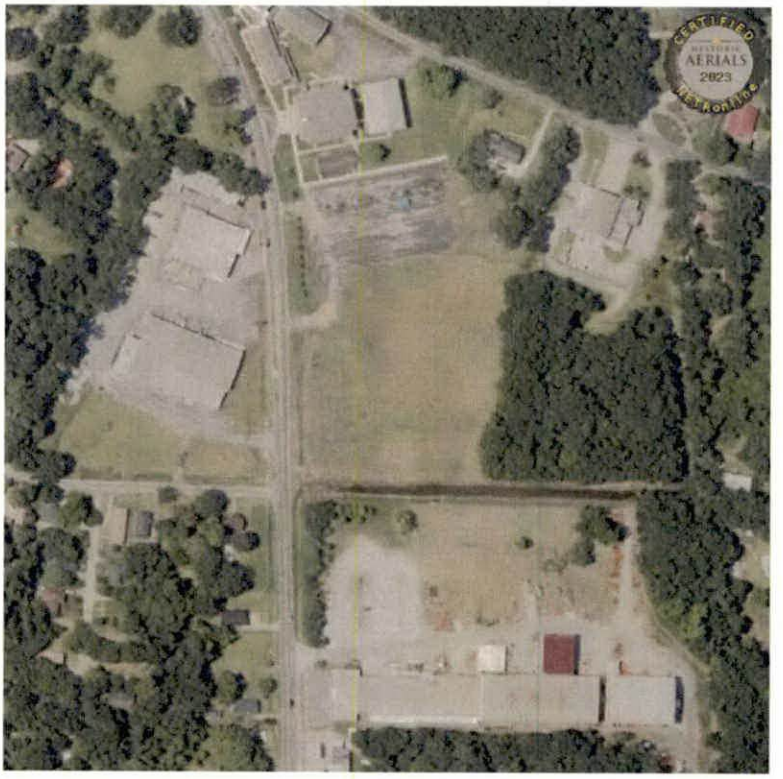
4. **Describe what changed or changing conditions in the area make an amendment necessary and desirable.**

At that time of the annexation, the First Baptist Church of Theodore property was zoned R-1; religious institutions are zoned R-1 according to City of Mobile zoning practices. When annexed, the Property owned by the First Baptist Church of Theodore encompassed almost 16 acres of the land situated at the confluence of Bellingrath and Old Military Road. Note, this property also housed three separate sanctuaries. In 2009, the Church sold part of its property to the City of Mobile for a fire station, which is located at 7050 Old Military Road. In 2019, the Church sold the pastor's residence, located at 7031 Old Military Road, to an individual. In 2024, the Church sold the "stone sanctuary," located at the hard corner of Old Military Road and Bellingrath Road to Lighthouse Baptist Church. The Church continues to use the 1985 Sanctuary; however, it now wishes to subdivide its property further, and sell the undeveloped property south of the 1985 Sanctuary.

Though, this portion of Theodore is identified on the Future Land Use Map, an exhibit to the Map for Mobile, as "Low Density Residential," the area displays a mix of uses. The property located west, across Bellingrath Road and south of the historic 1931 sanctuary, is commercial warehousing space. The property located due south of the Church's southern property line is heavy industrial. These uses predate the application of the zoning ordinance to this area. Furthermore, Bellingrath Road is a significant north / south corridor between Highway 90 and Coden. The corridor is experiencing increased activity. While the corridor was traditionally agricultural in use, this use has been changing steadily since 1980, when the first industrial site was developed.



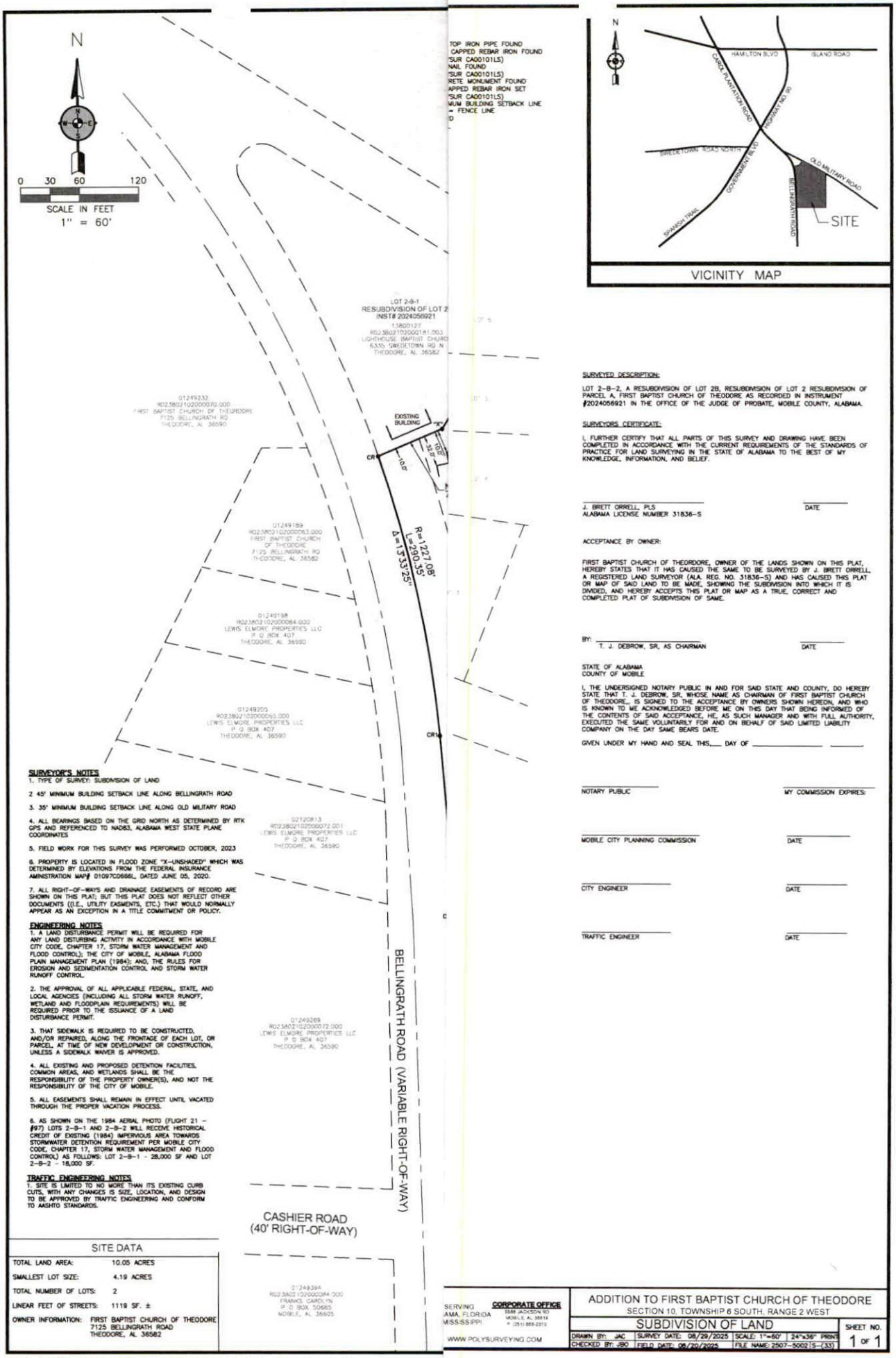
The 1980 aerial (above) illustrates the initial construction of the industrial site to the south of the Property More recently, uses along Bellingrath have continued to intensify as demonstrated by this 2023 Aerial of the same area (below).



In recent years, the area has transitioned to a broader slate of commercial uses, with increasing small-scale industrial development and growing regional investment. Theodore's strategic location, near Highway 90, the rail corridor and I-10, along with the relatively flat landscape makes it an attractive location for increased commercial activity. A rezoning is necessary to support this evolution and to allow this property to be developed. A residential development at this location is not feasible.

B. SITE AND NEIGHBORHOOD COMPATIBILITY

The Site proposed for rezoning is located on Bellingrath Road, approximately four-tenths of a mile from the intersection with U.S. Highway 90. The Bellingrath Road corridor is a mixed-use corridor experiencing some level of transition. The parcels facing Bellingrath Road between this Site and Highway 90, or in this immediate area, are used for institutional, commercial or industrial purposes. The corridor is changing from a rural route, adjacent to farms, to one supporting local, small businesses, industrial uses and commercial warehousing and/or other developments associated with regional industries. The site is located at the edge of City's zoning jurisdiction.



SURVEYOR'S NOTES

1. TYPE OF SURVEY: SUBDIVISION OF LAND
2. 45' MINIMUM BUILDING SETBACK LINE ALONG BELLINGRATH ROAD
3. 35' MINIMUM BUILDING SETBACK LINE ALONG OLD MILITARY ROAD
4. ALL BEARINGS BASED ON THE GRID NORTH AS DETERMINED BY RTK GPS AND REFERENCED TO NAD83, ALABAMA WEST STATE PLANE COORDINATES
5. FIELD WORK FOR THIS SURVEY WAS PERFORMED OCTOBER, 2023
6. PROPERTY IS LOCATED IN FLOOD ZONE "X-UNSHADED" WHICH WAS DETERMINED BY ELEVATIONS FROM THE FEDERAL INSURANCE AMINISTRATION MAP# 01097C0686L, DATED JUNE 05, 2020.
7. ALL RIGHT-OF-WAY'S AND DRAINAGE EASEMENTS OF RECORD ARE SHOWN ON THIS PLAT; BUT THIS PLAT DOES NOT REFLECT OTHER DOCUMENTS ((I.E., UTILITY EASMENTS, ETC.) THAT WOULD NORMALLY APPEAR AS AN EXCEPTION IN A TITLE COMMITMENT OR POLICY.

ENGINEERING NOTES

1. 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.
2. 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.
3. 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.
4. 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.
5. ALL EASEMENTS SHALL REMAIN IN EFFECT UNTIL VACATED THROUGH THE PROPER VACATION PROCESS.
6. AS SHOWN ON THE 1984 AERIAL PHOTO (FLIGHT 21 - #97) LOTS 2-B-1 AND 2-B-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 2-B-1 - 28,000 SF AND LOT 2-B-2 - 18,000 SF.

TRAFFIC ENGINEERING NOTES

1. SITE IS LIMITED TO NO MORE THAN ITS EXISTING CURB CUTS, WITH ANY CHANGES IS SIZE, LOCATION, AND DESIGN TO BE APPROVED BY TRAFFIC ENGINEERING AND CONFORM TO AASHTO STANDARDS.

SITE DATA

TOTAL LAND AREA:	10.05 ACRES
SMALLEST LOT SIZE:	4.19 ACRES
TOTAL NUMBER OF LOTS:	2
LINEAR FEET OF STREETS:	1118 SF. ±
OWNER INFORMATION:	FIRST BAPTIST CHURCH OF THEODORE 7125 BELLINGRATH ROAD THEODORE, AL 36582

SURVEYED DESCRIPTION:

LOT 2-B-2, A RESUBDIVISION OF LOT 2B, RESUBDIVISION OF LOT 2 RESUBDIVISION OF PARCEL A, FIRST BAPTIST CHURCH OF THEODORE AS RECORDED IN INSTRUMENT #2024056921 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

SURVEYORS CERTIFICATE:

I, FURTHER CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

J. BRETT ORRELL, PLS
ALABAMA LICENSE NUMBER 31836-S — DATE

ACCEPTANCE BY OWNER:

FIRST BAPTIST CHURCH OF THEORDORE, OWNER OF THE LANDS SHOWN ON THIS PLAT, HEREBY STATES THAT IT HAS CAUSED THE SAME TO BE SURVEYED BY J. BRETT ORRELL, A REGISTERED LAND SURVEYOR (ALA. REG. NO. 31836-S) AND HAS CAUSED THIS PLAT OR MAP OF SAID LAND TO BE MADE, SHOWING THE SUBDIVISION INTO WHICH IT IS DIVIDED, AND HEREBY ACCEPTS THIS PLAT OR MAP AS A TRUE, CORRECT AND COMPLETED PLAT OF SUBDIVISION OF SAME.

BY: _____ DATE
T. J. DEBROW, SR, AS CHAIRMAN

STATE OF ALABAMA
COUNTY OF MOBILE

I, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, DO HEREBY STATE THAT T. J. DEBROW, SR, WHOSE NAME AS CHAIRMAN OF FIRST BAPTIST CHURCH OF THEODORE,, IS SIGNED TO THE ACCEPTANCE BY OWNERS SHOWN HEREON, AND WHO IS KNOWN TO ME ACKNOWLEDGED BEFORE ME ON THIS DAY THAT BEING INFORMED OF THE CONTENTS OF SAID ACCEPTANCE, HE, AS SUCH MANAGER AND WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY FOR AND ON BEHALF OF SAID LIMITED LIABILITY COMPANY ON THE DAY SAME BEARS DATE.

GIVEN UNDER MY HAND AND SEAL THIS,___ DAY OF _____ _____

NOTARY PUBLIC — MY COMMISSION EXPIRES:

MOBILE CITY PLANNING COMMISSION — DATE

CITY ENGINEER — DATE

TRAFFIC ENGINEER — DATE

SERVING ALABAMA, FLORIDA & MISSISSIPPI
CORPORATE OFFICE
5888 JACKSON RD
MOBILE, AL 36619
P: (251) 666-2910
WWW.POLYSURVEYING.COM

ADDITION TO FIRST BAPTIST CHURCH OF THEODORE
SECTION 10, TOWNSHIP 8 SOUTH, RANGE 2 WEST
SUBDIVISION OF LAND

DRAWN BY: JAC	SURVEY DATE: 08/29/2025	SCALE: 1"=60'	24"x36" PRINT	SHEET NO. 1 OF 1
CHECKED BY: JBO	FIELD DATE: 08/29/2025	FILE NAME: 2507-5002 (S-(33))		

M:\!Drawings\2025\2507\2507-5002\DWG\2507-5002.dwg, Sep 15, 2025 - 3:43:15PM, JacobCarrigan

City of Mobile · Planning & Zoning

Voluntary Conditions & Use Restrictions

I, the undersigned, as the owner of the property located at 7125 Bellingrath Road, Theodore, AL 36582 (the property), more specifically described in the attached legal description, and in consideration for Planning Commission and City Council rezoning approval, I hereby voluntarily covenant with the City of Mobile that the following uses shall be prohibited on the property:

1. Adult Entertainment Enterprise 2. Alternative Financial Service Provider (including, without limitation, payday/title lenders, check-cashing stores)

3. Bail Bond Services 4. Bar/Lounge (stand-alone drinking establishments where alcohol sales are the primary use) 5. Car Wash (automatic or self-service)

6. Carnival/Circus (temporary or seasonal amusement operations as a principal use) 7. Liquor Store (package sales of alcoholic beverages as a principal use) 8. Correctional Facilities (private)

Furthermore, I voluntarily place the following conditions and restrictions on the property as a part of the rezoning of the property:

The above stated restrictions shall run with the land and are fully enforceable by the City of Mobile as a condition of the Rezoning.

T.W. Debrow, Sr. 11/26/2025
Owner Signature Date

T.W. Debrow, Sr. 11/26/2025
Applicant Signature Chairman of Trustees - The First Baptist Church Theodore Date

STATE OF Alabama

COUNTY OF Mobile

CITY OF Mobile

I, the undersigned authority, a Notary Public in and for said State and County, do hereby certify that T.W. Debrow, Sr., whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, executed the same voluntarily on the day the same bears date. Given under my and official seal this the 26 day of November, 2025.

Notary Public

My commission expires: 3-12-29

City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, T. J. Debrow, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of First Baptist Church of Theodore, a corporation for the property located within the city limits of Mobile, Alabama at 3125 Bellingrath Road, Theodore, Alabama 36582.

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.

Casey Pipes Designee (1)	Keri Coumanis Designee (2)
jcp@helmsinglaw.com Email	krc@helmsinglaw.com Email
251-432-5521 Phone Number	251-432-5521 Phone Number
 Signature of Company Owner	10-17-2025 Date

NARRATIVE / STATEMENT OF JUSTIFICATION FOR REZONING

The applicant proposes to subdivide and then rezone part of the parcel located at approximately 3125 Bellingrath Road (the "Site"). The site is currently home to the First Baptist Church of Theodore. The First Baptist campus was encompassed at least 16 acres. In recent years, the Church has been reducing its footprint. The Site is vacant land, currently zoned R-1. The First Baptist Church of Theodore now desires to sell the Site; the R-1 zoning is not useful for the future purchasers. The rezoning request, B-4, will permit this property to be developed for a truck repair enterprise. The future owners have agreed to a list of Voluntary Use Restrictions (see attachment "Voluntary Use Restrictions").

Mistake / Change in Use Chart Justify the Rezoning

The current zoning (R-1) does not permit development of the Site. The site is situated due north of a Heavy Industrial site, which has been in place since at least 1980. Rezoning this site will permit it to be developed, increase commercial activity and provide an employment opportunity for area residents. Further, the B-4 zoning, along with the voluntary use restrictions in place, will provide a transition between the I-2 site and the remainder of the Church's property.

Changing Conditions Justify the Rezoning

Bellingrath Road has long served as a traditional, rural corridor supporting locally-owned small businesses and agricultural interests. In recent years, however, the area has transitioned to a broader array of commercial uses with increasing small-scale industrial development and growing regional investment. Its strategic location near Highway 90, downtown Mobile and the interstate -- makes it an attractive location for light industrial uses.

A rezoning is necessary to support the changing conditions along Bellingrath Road and to permit this site, once subdivided, to be developed. In addition, there is a need for more commercial sites with the physical area to serve a regional market. This amendment would provide such a site.

The Rezoning is in Alignment with the Future Land Use Map and Map for Mobile

The general character of the proposed use is in alignment with certain goals and objectives of the Map for Mobile. Specifically, the rezoning proposal aligns with the Map for Mobile Principles by providing an opportunity for "Strategic infill" on a large under-utilized parcel. See Map for Mobile, pg. 7. The proposal supports economic development and growth by providing an opportunity for greater access to jobs and employment centers. Map for Mobile, p. 24.

Outlook

Re: Emanuel Trucking GW, LLC (ZON-UDC-003518-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>
Date Mon 10/20/2025 12:23 PM
To J. Casey Pipes <jcp@helmsinglaw.com>; Keri Coumanis <krc@helmsinglaw.com>
Cc Aamoth, Victoria <victoria.aamoth@cityofmobile.org>; Green, Tiffany <greent@cityofmobile.org>; Walley, Samara <samara.walley@cityofmobile.org>

My apologies, I did not mention the following information in my first email:

Please note that a **complete legal description** of the boundaries of the portion of the current property proposed to be rezoned (not the future reference currently provided) is required in order to calculate the City Council advertising fees.

Following the Planning Commission's recommendation, this full legal description must be submitted to the Planning and Zoning Department **before** the application can proceed to the City Council for final consideration.

Regards,
Logan Anderson
Principal Planner
Build Mobile
dlogananderson@cityofmobile.org
(251) 208-5895

BUILDMOBILE

From: Anderson, Logan <dlogananderson@cityofmobile.org>
Sent: Monday, October 20, 2025 12:19 PM
To: J. Casey Pipes <jcp@helmsinglaw.com>; Keri Coumanis <krc@helmsinglaw.com>
Cc: Aamoth, Victoria <victoria.aamoth@cityofmobile.org>; Green, Tiffany <greent@cityofmobile.org>; Walley, Samara <samara.walley@cityofmobile.org>
Subject: RE: Emanuel Trucking GW, LLC (ZON-UDC-003518-2025)

Good afternoon,

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. **Application Submission:**

- The voluntary use restrictions referenced in your submittal were not provided with the application. Please submit this information.

2. **Notification Labels:**
   - It appears several labels are missing for several property owners within 300 feet of the subject site. Attached is a spreadsheet with all qualifying addresses for reference. Please submit the missing labels.
3. **Neighborhood Meeting Documentation:**
   Complete and compliant Neighborhood Meeting documentation must be submitted to the Planning and Zoning Department **by 4:30 PM on Wednesday, November 5, 2025**.
4. **Site Plan Requirements:**
   The preliminary subdivision plat was submitted as the proposed site plan. While a site plan showing all proposed improvements is not required, staff need to know at least which portion of the property is proposed to be rezoned.
5. **DWG File Submission:** If you have not already done so, please submit the **DWG AutoCAD file** for the site 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 Wednesday, October 22, 2025**, the application will be considered **partially 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.

Important:
If the required Neighborhood Meeting documentation is not received by **November 5, 2025**, the application will be held over. A new Neighborhood Meeting may be required if the submitted documentation does not comply with the required submittal timeline.

If you have any questions or need further clarification, please do not hesitate to contact us.

Regards,
Logan Anderson
Principal Planner
Build Mobile
dlogananderson@cityofmobile.org
(251) 208-5895

BUILDMOBILE

Outlook

Re: Emanuel Trucking GW, LLC (ZON-UDC-003518-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>
Date Tue 10/21/2025 12:01 PM
To J. Casey Pipes <jcp@helmsinglaw.com>; Keri Coumanis <KRC@helmsinglaw.com>
Cc Aamoth, Victoria <victoria.aamoth@cityofmobile.org>; Green, Tiffany <greent@cityofmobile.org>; Walley, Samara <samara.walley@cityofmobile.org>; Monica Nicholas <mcg@helmsinglaw.com>

Mr. Pipes,

We have completed our review of the above-referenced Rezoning application and determined that it is **partially complete**.

An invoice for the application fees has been issued. Once payment is received, the application will be placed on the appropriate Planning Commission agenda. However, as mentioned, **please note** the following:

- A **complete legal description** of the boundaries of the portion of the current property proposed to be rezoned (not the future reference currently provided) is required in order to calculate the City Council advertising fees. Following the Planning Commission's recommendation, this full legal description must be submitted to the Planning and Zoning Department **before** the application can proceed to the City Council for final consideration.
- Complete and compliant **Neighborhood Meeting documentation** must be submitted to the Planning and Zoning Department **by 4:30 PM on Wednesday, November 5, 2025**. If the required Neighborhood Meeting documentation is not received by **November 5, 2025**, the application will be held over. A new Neighborhood Meeting may be required if the submitted documentation does not comply with the required submittal timeline.

If application fees are paid **by noon on October 22, 2025**, the application will be scheduled for the **November 20, 2025,** Planning Commission agenda. If the deadline is not met, the application will be held until all outstanding requirements have been addressed.

IMPORTANT
The City of Mobile Planning and Zoning Department will **never request payment via wire transfer** or any other suspicious method. If you receive any questionable communication claiming to be from our department, please report it immediately to: planning@cityofmobile.org.

If you have any questions or need further assistance, please don't hesitate to reach out.

Regards,
Logan Anderson
Principal Planner
Build Mobile
dlogananderson@cityofmobile.org
(251) 208-5895

BUILDMOBILE

From: J. Casey Pipes <jcp@helmsinglaw.com>
Sent: Tuesday, October 21, 2025 11:14 AM
To: Keri Coumanis <KRC@helmsinglaw.com>; Anderson, Logan <dlogananderson@cityofmobile.org>
Cc: Aamoth, Victoria <victoria.aamoth@cityofmobile.org>; Green, Tiffany <greent@cityofmobile.org>; Walley, Samara <samara.walley@cityofmobile.org>; Monica Nicholas <mcg@helmsinglaw.com>
Subject: RE: Emanuel Trucking GW, LLC (ZON-UDC-003518-2025)

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

All,

Attached is the AutoCAD file.

Casey Pipes, Esq., CRE
Helmsing, Leach, Herlong, Newman & Rouse, P.C.
www.helmsinglaw.com
(251) 432-5521

From: Keri Coumanis <KRC@helmsinglaw.com>
Sent: Tuesday, October 21, 2025 10:47 AM
To: Anderson, Logan <dlogananderson@cityofmobile.org>; J. Casey Pipes <jcp@helmsinglaw.com>
Cc: Aamoth, Victoria <victoria.aamoth@cityofmobile.org>; Green, Tiffany <greent@cityofmobile.org>; Walley, Samara <samara.walley@cityofmobile.org>; Monica Nicholas <mcg@helmsinglaw.com>
Subject: RE: Emanuel Trucking GW, LLC (ZON-UDC-003518-2025)

Logan,

The attached documents are being submitted in response to Items 1 and 4 below.

We have requested the DWG file from poly surveying.

Thank you,

Keri

Keri Renee Coumanis
Helmsing, Leach, Herlong, Newman & Rouse, PC
(251) 434-0888 (direct dial)
(251) 432-5521
www.helmsinglaw.com

From: Anderson, Logan <dlogananderson@cityofmobile.org>
Sent: Tuesday, October 21, 2025 10:31 AM
To: J. Casey Pipes <jcp@helmsinglaw.com>; Keri Coumanis <KRC@helmsinglaw.com>
Cc: Aamoth, Victoria <victoria.aamoth@cityofmobile.org>; Green, Tiffany <greent@cityofmobile.org>; Walley, Samara <samara.walley@cityofmobile.org>; Monica Nicholas <mcg@helmsinglaw.com>
Subject: Re: Emanuel Trucking GW, LLC (ZON-UDC-003518-2025)

Understood. We'll strike that from the application review checklist.

Logan Anderson
Principal Planner
Build Mobile
dlogananderson@cityofmobile.org
(251) 208-5895

BUILDMOBILE

From: J. Casey Pipes <jcp@helmsinglaw.com>
Sent: Tuesday, October 21, 2025 10:25 AM
To: Anderson, Logan <dlogananderson@cityofmobile.org>; Keri Coumanis <KRC@helmsinglaw.com>
Cc: Aamoth, Victoria <victoria.aamoth@cityofmobile.org>; Green, Tiffany <greent@cityofmobile.org>; Walley, Samara <samara.walley@cityofmobile.org>; Monica Nicholas <mcg@helmsinglaw.com>
Subject: RE: Emanuel Trucking GW, LLC (ZON-UDC-003518-2025)

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

Logan,

I used the City's website this morning to check the list we created using the Revenue Commissioner's website originally. I don't know which website or system your office uses.

https://experience.arcgis.com/experience/fb721539c24d4f288f1c4b8587a3601a

Using both systems, I think our originally submitted list of neighboring property owners within 300' of the subject property is correct.

Casey Pipes, Esq., CRE
Helmsing, Leach, Herlong, Newman & Rouse, P.C.
www.helmsinglaw.com
(251) 432-5521

From: Anderson, Logan <dlogananderson@cityofmobile.org>
Sent: Tuesday, October 21, 2025 9:47 AM
To: J. Casey Pipes <jcp@helmsinglaw.com>; Keri Coumanis <KRC@helmsinglaw.com>
Cc: Aamoth, Victoria <victoria.aamoth@cityofmobile.org>; Green, Tiffany <greent@cityofmobile.org>; Walley, Samara <samara.walley@cityofmobile.org>; Monica Nicholas <mcg@helmsinglaw.com>
Subject: Re: Emanuel Trucking GW, LLC (ZON-UDC-003518-2025)

If you believe the system is in error, we can proceed without the additional labels; however, any complaints from property owners who did not receive required notifications—and are later determined to have been entitled to them—will result in the request being held over until proper notification can be provided.

Logan Anderson
Principal Planner
Build Mobile
dlogananderson@cityofmobile.org
(251) 208-5895

BUILDMOBILE

From: J. Casey Pipes <jcp@helmsinglaw.com>
Sent: Tuesday, October 21, 2025 9:38 AM
To: Anderson, Logan <dlogananderson@cityofmobile.org>; Keri Coumanis <KRC@helmsinglaw.com>
Cc: Aamoth, Victoria <victoria.aamoth@cityofmobile.org>; Green, Tiffany <greent@cityofmobile.org>; Walley, Samara <samara.walley@cityofmobile.org>; Monica Nicholas <mcg@helmsinglaw.com>
Subject: RE: Emanuel Trucking GW, LLC (ZON-UDC-003518-2025)

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

Logan,

Thanks. We will work through this. However, I am trying to understand where you came up with the missing notification labels. The rezoning pertains to the First Baptist Church of Theodore's property shown on the attached maps. The 300' radius around this entire parcel (including the part that is not being rezoned) does not touch the parcels of land that front on Cary Hamilton Road, much less Pecan Grove Ave., or the ones on the North side of Mobile Lane (Street) or further up Bellingrath Road.

Were you drawing your radius around additional parcels that were previously subdivided and conveyed out by the Church (e.g., parcels 181.002 and 181.003)?

Thanks.

Casey Pipes, Esq., CRE
Helmsing, Leach, Herlong, Newman & Rouse, P.C.
www.helmsinglaw.com
(251) 432-5521

From: Anderson, Logan <dlogananderson@cityofmobile.org>
Sent: Monday, October 20, 2025 12:20 PM
To: J. Casey Pipes <jcp@helmsinglaw.com>; Keri Coumanis <KRC@helmsinglaw.com>
Cc: Aamoth, Victoria <victoria.aamoth@cityofmobile.org>; Green, Tiffany <greent@cityofmobile.org>; Walley, Samara <samara.walley@cityofmobile.org>
Subject: RE: Emanuel Trucking GW, LLC (ZON-UDC-003518-2025)

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5. **DWG File Submission:** If you have not already done so, please submit the **DWG AutoCAD file** for the site plan to our GIS staff. For your convenience, **Tori** has been copied on this message.

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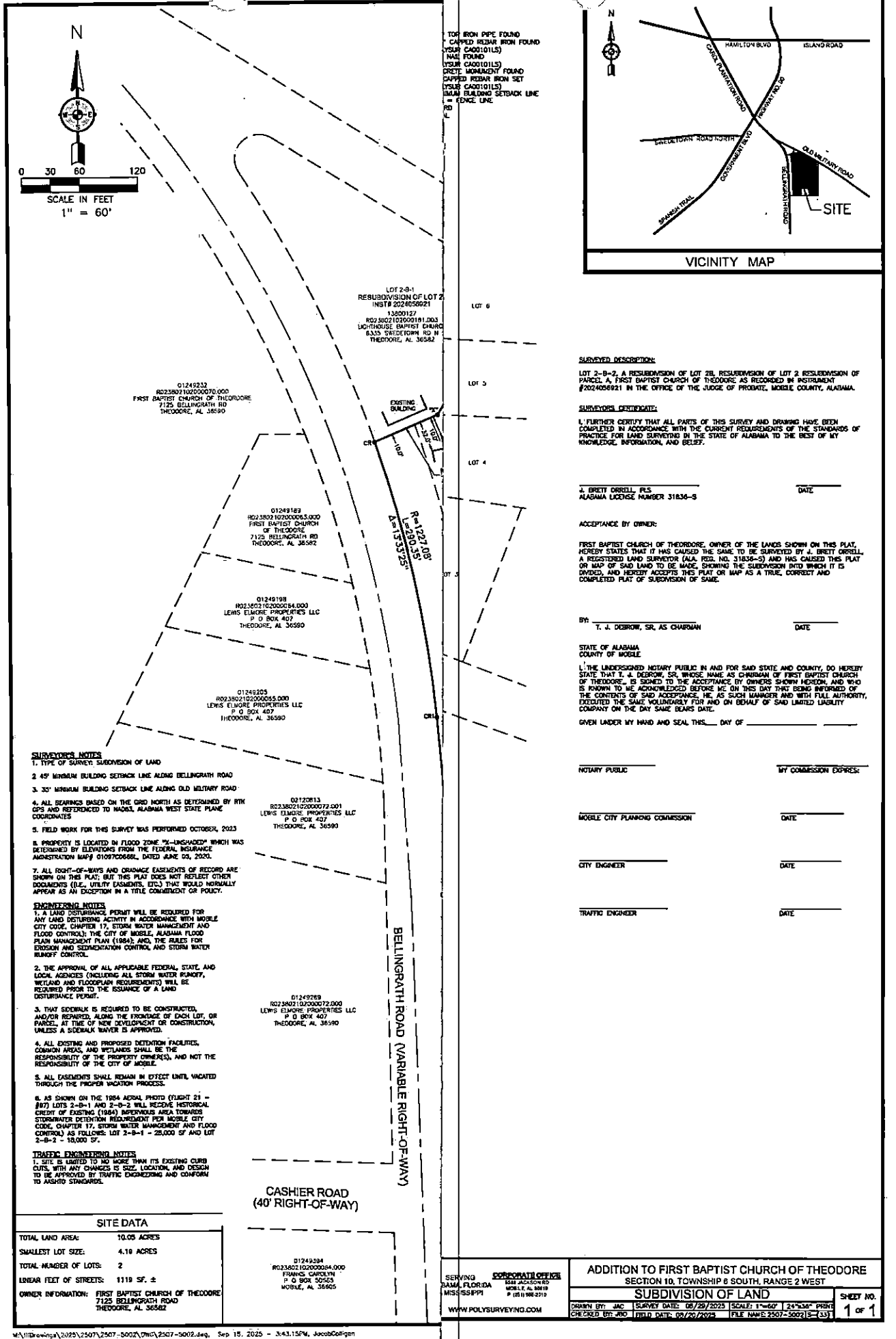
Important:
If the required Neighborhood Meeting documentation is not received by **November 5, 2025**, the application will be held over. A new Neighborhood Meeting may be required if the submitted documentation does not comply with the required submittal timeline.

If you have any questions or need further clarification, please do not hesitate to contact us.

Regards,

Logan Anderson
Principal Planner
Build Mobile
dloganander son@cityofmobile.org
(251) 208-5895

BUILDMOBILE



SURVEYOR'S NOTES

1. TYPE OF SURVEY: SUBDIVISION OF LAND
2. 45' MINIMUM BUILDING SETBACK LINE ALONG BELLINGRATH ROAD
3. 35' MINIMUM BUILDING SETBACK LINE ALONG OLD MILITARY ROAD
4. ALL BEARINGS BASED ON THE GRID NORTH AS DETERMINED BY RTK GPS AND REFERENCED TO NAD83, ALABAMA WEST STATE PLANE COORDINATES
5. FIELD WORK FOR THIS SURVEY WAS PERFORMED OCTOBER, 2023
6. PROPERTY IS LOCATED IN FLOOD ZONE "X-UNSHADED" WHICH WAS DETERMINED BY ELEVATIONS FROM THE FEDERAL INSURANCE ADMINISTRATION MAP# 01097C0668L, DATED JUNE 03, 2020.
7. ALL RIGHT-OF-WAYS AND DRAINAGE EASEMENTS OF RECORD ARE SHOWN ON THIS PLAT; BUT THIS PLAT DOES NOT REFLECT OTHER DOCUMENTS (I.E., UTILITY EASEMENTS, ETC.) THAT WOULD NORMALLY APPEAR AS AN EXCEPTION IN A TITLE COMMITMENT OR POLICY.

ENGINEERING NOTES

1. 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.
2. 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.
3. 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.
4. 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.
5. ALL EASEMENTS SHALL REMAIN IN EFFECT UNTIL VACATED THROUGH THE PROPER VACATION PROCESS.
6. AS SHOWN ON THE 1984 AERIAL PHOTO (FLIGHT 29 - #67) LOTS 2-B-1 AND 2-B-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 2-B-1 - 28,000 SF AND LOT 2-B-2 - 10,000 SF.

TRAFFIC ENGINEERING NOTES

1. SITE IS LIMITED TO NO MORE THAN ITS EXISTING CURB CUTS, WITH ANY CHANGES IN SIZE, LOCATION, AND DESIGN TO BE APPROVED BY TRAFFIC ENGINEERING AND CONFORM TO AASHTO STANDARDS.

SITE DATA

TOTAL LAND AREA:	10.05 ACRES
SMALLEST LOT SIZE:	4.10 ACRES
TOTAL NUMBER OF LOTS:	2
LINEAR FEET OF STREETS:	1119 SF. ±
OWNER INFORMATION:	FIRST BAPTIST CHURCH OF THEODORE 7125 BELLINGRATH ROAD THEODORE, AL 36582

SURVEYED DESCRIPTION:

LOT 2-B-2, A RESUBDIVISION OF LOT 2B, RESUBDIVISION OF LOT 2 RESUBDIVISION OF PARCEL A, FIRST BAPTIST CHURCH OF THEODORE AS RECORDED IN INSTRUMENT #2024056921 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

SURVEYORS CERTIFICATE:

I, FURTHER CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

J. BRETT ORRELL, PLS — DATE
ALABAMA LICENSE NUMBER 31836-S

ACCEPTANCE BY OWNER:

FIRST BAPTIST CHURCH OF THEORDORE, OWNER OF THE LANDS SHOWN ON THIS PLAT, HEREBY STATES THAT IT HAS CAUSED THE SAME TO BE SURVEYED BY J. BRETT ORRELL, A REGISTERED LAND SURVEYOR (ALA. REG. NO. 31836-S) AND HAS CAUSED THIS PLAT OR MAP OF SAID LAND TO BE MADE, SHOWING THE SUBDIVISION INTO WHICH IT IS DIVIDED, AND HEREBY ACCEPTS THIS PLAT OR MAP AS A TRUE, CORRECT AND COMPLETED PLAT OF SUBDIVISION OF SAME.

BY: _____ DATE
T. J. DEBROW, SR, AS CHAIRMAN

STATE OF ALABAMA
COUNTY OF MOBILE

I, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, DO HEREBY STATE THAT T. J. DEBROW, SR, WHOSE NAME AS CHAIRMAN OF FIRST BAPTIST CHURCH OF THEODORE., IS SIGNED TO THE ACCEPTANCE BY OWNERS SHOWN HEREON, AND WHO IS KNOWN TO ME ACKNOWLEDGED BEFORE ME ON THIS DAY THAT BEING INFORMED OF THE CONTENTS OF SAID ACCEPTANCE, HE, AS SUCH MANAGER AND WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY FOR AND ON BEHALF OF SAID LIMITED LIABILITY COMPANY ON THE DAY SAME BEARS DATE.

GIVEN UNDER MY HAND AND SEAL THIS___ DAY OF _____ _____

NOTARY PUBLIC — MY COMMISSION EXPIRES:

MOBILE CITY PLANNING COMMISSION — DATE

CITY ENGINEER — DATE

TRAFFIC ENGINEER — DATE

SERVING ALABAMA, FLORIDA & MISSISSIPPI
CORPORATE OFFICE: 5568 JACKSON RD, MOBILE, AL 36619, P (251) 666-2919
WWW.POLYSURVEYING.COM

ADDITION TO FIRST BAPTIST CHURCH OF THEODORE
SECTION 10, TOWNSHIP 6 SOUTH, RANGE 2 WEST
SUBDIVISION OF LAND

DRAWN BY: JAC	SURVEY DATE: 08/29/2025	SCALE: 1"=60'	24"X36" PRINT
CHECKED BY: JBO	FIELD DATE: 08/29/2025	FILE NAME: 2507-5002	

SHEET NO. 1 OF 1

M:\1Drawings\2025\2507\2507-5002\Dwg\2507-5002.dwg, Sep 15, 2025 - 3:43:15PM, JacobCalligan

A PORTION OF LOT 2-B-2, A RESUBDIVISION OF LOT 2B, RESUBDIVISION OF LOT 2 RESUBDIVISION OF PARCEL A, FIRST BAPTIST CHURCH OF THEODORE AS RECORDED IN INSTRUMENT #2024056921 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CRIMP TOP IRON FOUND AT THE SOUTHEAST CORNER OF SAID LOT 2-B-2, THENCE RUN N04°23'58"W, 242.48 FEET TO A CRIMP TOP IRON FOUND; THENCE RUN N89°19'45"W, 275.00 FEET TO A CAPPED REBAR FOUND; THENCE RUN N0°51'10"W. 179.76 FEET TO A CAPPED REBAR FOUND; THENCE RUN N63°00'27"W, 100.00 FEET TO A CAPPED REBAR FOUND; THENCE RUN S72°40'37"W, 304.10 FEET TO A CAPPED REBAR SET; THENCE RUN S0°59'14"E, 90.00 FEET TO A CAPPED REBAR SET; THENCE RUN S89°00'45"W, 99.97 FEET TO A CAPPED REBAR SET ON THE EAST RIGHT-OF-WAY LINE OF BELLINGRATH ROAD; THENCE RUN S01°01'00"E, ALONG SAID RIGHT-OF-WAY LINE, 273.79 FEET TO A CAPPED REBAR FOUND AT THE SOUTHWEST CORNER OF SAID LOT 2-B-2; THENCE RUN S88°57'00"E, 769.35 FEET TO THE POINT OF BEGINNING, CONTAINING 5.86 ACRES, MORE OR LESS.

CITY OF MOBILE
REAL ESTATE DEPT
PO BOX 1827
MOBILE, AL 36633-1827

FIRST BAPTIST CHURCH OF
%LONNIE B BYRD, PASTOR
7125 BELLINGRATH RD
THEODORE AL 36582

FRANKS CAROLYN
PO BOX 50685
MOBILE AL 36605-0685

MITCHELL WARREN
7195 BUSH LN
THEODORE AL 36582-2205

HALL TONJA DENISE
7070 OLD MILITARY RD
THEODORE AL 36582-2140

JACKSON MARY E
ATTN CARMEKIA SULLIVAN
2847 SEBASTIAN LN
MELBOURNE FL 32935-3657

BROWN EULA
C/O LULA PAYNE
2808 CORONADO CT
MOBILE AL 36693

4910-9219-7996, v. 1

QUAN PARTNERS LLC
1208 MACARTHUR PLACE CT
MOBILE AL 36609-5186

LEWIS ELMORE PROPERTIES LLC
P O BOX 407
THEODORE AL 36590

REESE MARTHA
C/O JESSIE WILLIAMS
5680 KING ST
THEODORE AL 36582-2212

CASEY PIPES
POST OFFICE BOX 2767
MOBILE, AL 36652

MONROE BREANA & JACOB
MATTHEWS
7031 OLD MILITARY RD
THEODORE AL 36582-2141

DAVIS CASSANDRA ROSS
10443 KIPLING TRCE
THEODORE AL
36582-8431

MACK MANUFACTURING INC
PO BOX 1559
THEODORE AL 36590-1559

LIGHTHOUSE BAPTIST CHURCH
6335 SWEDETOWN RD N
THEODORE AL 36582-6294

MARTIN III ARTHUR
113 HUSTON CT
HUNTSVILLE AL 35806-4254

DEES EDDIE J & MATTIE
7212 BELLINGRATH RD
THEODORE AL 36582

JACKSON ARTIS J JR & ELIZABETH
8218 MANDERLY PL
CONVERSE TX 78109-3210

LIGHTHOUSE BAPTIST CHURCH
6335 SWEDETOWN RD N
THEODORE AL 36582-6294

VANCE ANGUS H
2125 DORCHESTER DRIVE
MOBILE AL 36695-2920

GRAHAM LU R
6951 POPE LANE
THEODORE AL 36582-2117

City of Mobile • Planning &Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits**
Checklist A

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

☐ **Planned Development**
Checklist C

☐ **Previously approved Planning Approvals or Planned Unit Development**
Checklist D

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

---

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

	Applicant	Agent (If Applicable)
Name:	First Baptist Church Theodore	Casey Pipes
Firm:		Helmsing Leach Herlong NEwman & Rouse P.C.
Phone:	[redacted]	
Email:		
Address:		

	Owner	Design Professional
Name:	First Baptist Church Theodore	
Firm:		
Phone:	[redacted]	
Email:		
Address:		

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

7125 Bellingrath Road, Theodore, AL 36582
Property Address

10.07 acres; 19,705 sqft
Property Area (acres or square feet)

R023802102000181.00
Parcel Number(s) or Key Number(s)

01250229
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

10-17-2025
Date

Applicant or Agent Signature (If applicable)

10-17-2025
Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION

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

Applicant or Agent Signature

Date

City of Mobile · Planning & Zoning

Voluntary Conditions & Use Restrictions

I, the undersigned, as the owner of the property located at 7125 Bellingrath Road, Theodore, AL 36582 (the property), more specifically described in the attached legal description, and in consideration for Planning Commission and City Council rezoning approval, I hereby voluntarily covenant with the City of Mobile that the following uses shall be prohibited on the property:

1. Adult Entertainment Enterprise 2. Alternative Financial Service Provider (including, without limitation, payday/title lenders, check-cashing stores)

3. Bail Bond Services 4. Bar/Lounge (stand-alone drinking establishments where alcohol sales are the primary use) 5. Car Wash (automatic or self-service)

6. Carnival/Circus (temporary or seasonal amusement operations as a principal use) 7. Liquor Store (package sales of alcoholic beverages as a principal use)

Furthermore, I voluntarily place the following conditions and restrictions on the property as a part of the rezoning of the property:

The above stated restrictions shall run with the land and are fully enforceable by the City of Mobile as a condition of the Rezoning.

T.J. Debrow, Sr. — 10-17-2025

Owner Signature — Date

Applicant Signature — Date

STATE OF _____

COUNTY OF _____

CITY OF _____

I, the undersigned authority, a Notary Public in and for said State and County, do hereby certify that T.J. Debrow, Sr., whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, executed the same voluntarily on the day the same bears date. Given under my and official seal this the _____ day of _____, _____.

Notary Public

My commission expires: _____

Planning Commission
November 20, 2025

Agenda Item # 14

SUB-003482-2025, SUB-SW-003519-2025 & ZON-UDC-003518-2025

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

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Sidewalk Waiver

Applicant Materials for Consideration – Rezoning

DETAILS

Location:
7125 Bellingrath Road

Subdivision Name:
Addition to First Baptist Church of Theodore Subdivision

Applicant / Agent:
T.J. Debrow, Sr., First Baptist Church of Theodore

Property Owners:
First Baptist Church of Theodore

Current Zoning:
R-1, Single-Family Residential Suburban District

Proposed Zoning:
R-1, Single-Family Residential Suburban District, & B-4, General Business District

Future Land Use:
Low Density Residential

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.
- Request to waive the construction of a sidewalk along Bellingrath Road.
- Rezoning from R-1, to R-1 & B-4
  - 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;
2. Sidewalk Waiver request; and
3. Rezoning with four (4) conditions.

Report Contents: **Page**

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PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units.

APPLICATION NUMBER 14 DATE November 20, 2025

APPLICANT Addition to First Baptist Church of Theodore Subdivision

REQUEST Subdivision, Sidewalk Waiver, Rezoning from R-1 to B-4

N

NTS

SITE HISTORY

The site has been the subject of the following subdivision approvals:

- First Baptist Church Theodore Alabama Subdivision – a two (2)-lot subdivision approved and recorded in July 1976, prior to annexation into the City of Mobile;
- First Baptist Church of Theodore Subdivision, Resubdivision of Parcel A – a two (2)-lot subdivision approved and recorded in April 2009, following annexation into the City;
- First Baptist Church of Theodore Subdivision, Resubdivision of Lot 2 – a two (2)-lot subdivision approved and recorded in June 2018; and
- First Baptist Church of Theodore Subdivision, Resubdivision of Lot 2B, Resubdivision of Lot 2, Resubdivision of Parcel A – a two (2)-lot subdivision approved and recorded in September 2024.

Following annexation, the site retained its R-1, Single-Family Residential District zoning classification. It was developed for use as a religious facility prior to annexation and is considered non-conforming, as current regulations require Conditional Use Permit approval by the Planning Commission and City Council for religious facilities in the R-1 zoning district.

No additional Planning Commission or Board of Zoning Adjustment actions 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. Delete ENGINEERING NOTES #6 and insert "As shown on the 1984 aerial photo (Flight 21 #97) LOT 1 and LOT 2 will share the 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 – 18,000 SF and LOT 2 – NONE."
C. Retain NOTES 7 – 9, 13, and 15.
D. 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.

Sidewalk Waiver:

1. It appears that there is sufficient room within the ROW, or within the property on the back side of the roadside ditch, for the construction of a sidewalk that could be approved through the Permitting process.

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) existing legal lot. The site is served by public water and sanitary sewer.

Both proposed lots will have frontage along Bellingrath Road, with Proposed Lot 2 also having frontage along Old Military Road. Old Military Road is a minor street without curb and gutter improvements, requiring a 60-foot-wide right-of-way, while Bellingrath Road is a major street requiring a 100-foot-wide right-of-way. Neither street is currently depicted with sufficient right-of-way width. However, previous subdivision approvals granted a waiver of Section 6.B.9. of the Subdivision Regulations, allowing increased front yard setbacks in lieu of additional right-of-way dedication.

The current plat illustrates a 45-foot front yard setback along Bellingrath Road and a 35-foot setback along Old Military Road, consistent with the most recently recorded subdivision plat. Therefore, a renewed waiver of Section 6.B.9. may again be appropriate. If approved, these increased setbacks should be retained on the Final Plat.

Proposed Lot 2 constitutes a double-frontage lot, which is generally discouraged by Section 6.C.7. of the Subdivision Regulations. Nonetheless, previous subdivision approvals permitted this configuration, suggesting that a waiver of Section 6.C.7. may be appropriate.

Both lots exceed the minimum area and size requirements for lots served by public water and sanitary sewer within the site's existing and proposed zoning classifications. Lot dimensions and area are correctly labeled in both square feet and acres on the preliminary plat, in compliance with Section 5.A.2(e)(4) of the Subdivision Regulations. This information should be retained and updated on the Final Plat to reflect any required dedications.

The proposed lots also exceed the minimum width requirements of Sections 6.C.2(b)(2) and 6.C.2(b)(4) of the Subdivision Regulations for both residential and non-residential frontages.

As noted, the 45-foot and 35-foot front yard setbacks along Bellingrath and Old Military Roads, respectively, exceed the dimensional requirements of Article 2 for both the existing and proposed zoning districts. These setbacks should be retained on the Final Plat, if approved. If additional right-of-way dedication is required along either frontage, the Final Plat must illustrate a minimum 25-foot front yard setback along each street frontage, as required by Section 6.C.8. of the Subdivision Regulations.

Sidewalk Waiver

The site is currently developed with a religious facility. The applicant proposes to develop Proposed Lot 2 of the concurrent subdivision request, which is presently undeveloped. Accordingly, any new development on the site

will be subject to full compliance with the Unified Development Code (UDC), the Subdivision Regulations, and all other applicable codes and ordinances.

Pursuant to Section 7.C.4. of the Subdivision Regulations, sidewalks are required along the property's Bellingrath Road frontage. The applicant requests a waiver from this requirement, citing the absence of existing sidewalks and the open-ditch design of the roadway as factors rendering sidewalk construction impractical.

Proposed Lot 1, which will remain developed following subdivision approval, was established prior to adoption of the current regulations. Therefore, sidewalk installation along its Bellingrath Road and Old Military Road frontages is not required at this time. However, any future development or redevelopment of that lot will be required to comply with current regulations, including sidewalk installation along Old Military Road, unless the Planning Commission approves another Sidewalk Waiver.

A detailed narrative supporting the waiver request, along with related documentation—including the site plan, cross-section drawings, and supporting exhibits—is available via the link provided on Page 1 of this report.

Rezoning

The applicant proposes to subdivide and rezone a portion of the property (Proposed Lot 2) from R-1, Single-Family Residential Suburban District, to B-4, General Business District, to allow development of a truck repair facility. The overall property is currently occupied by the First Baptist Church of Theodore, which, according to the applicant, historically encompassed approximately 16 acres. Over time, the church has reduced its active footprint, leaving the proposed lot as an undeveloped portion of the larger site.

Voluntary conditions and use restrictions have been submitted in conjunction with the rezoning request. Additional details, including the complete application, are available via the link provided on Page 1 of this report.

The subject site is bordered to the south by Heavy Industrial (I-2) property, with additional warehousing and manufacturing uses located further along Bellingrath Road. To the north, the property adjoins the remaining church facilities and residential parcels zoned R-1. Overall, the surrounding area contains a mix of residential, institutional, commercial, and light industrial uses, reflecting the corridor's ongoing transition from a predominantly rural setting to a more commercial and employment-oriented corridor, as noted by the applicant.

The Unified Development Code (UDC) and its associated zoning map are derived from long-range comprehensive planning studies intended to promote orderly, desirable development. Casual or unsupported amendments to the UDC can 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 support of the request, the applicant suggests that the proposed B-4 zoning, in combination with the Voluntary Conditions and Use Restrictions offered, would provide an appropriate transitional buffer between the heavy industrial operations to the south and the remaining residential and institutional uses to the north. As truck repair is a permitted use in the B-4 district, the applicant further suggests that the proposed development—when designed with adequate site buffering and screening—would be compatible with nearby industrial activities.

The applicant also notes that the Bellingrath Road corridor has experienced increasing levels of commercial and small-scale industrial development in recent years. Its proximity to U.S. Highway 90, Downtown Mobile, and the Interstate system has enhanced its appeal for service and distribution-oriented businesses. These evolving conditions represent a significant change from the area's original residential character. The proposal is therefore presented as a response to those trends, promoting reuse of underutilized land, supporting local business growth, and encouraging continued reinvestment in the corridor.

The Future Land Use Map (FLUM) of the Map for Mobile designates the site as Low Density Residential (LDR). While the requested B-4 zoning is not directly consistent with that designation, the Map for Mobile serves as a general policy guide. Site-specific rezoning requests may be appropriate where unique physical conditions, existing development patterns, or transitional relationships justify consideration of alternative zoning.

Although the LDR designation does not explicitly support B-4 zoning, the proposed amendment aligns with several guiding principles of the Map for Mobile, including:

- Strategic Infill – Encouraging reuse of underutilized parcels within established areas.
- Economic Development – Supporting job creation and local business investment.
- Efficient Use of Infrastructure – Leveraging existing access, utilities, and roadway capacity to support compatible development.

Any future commercial development of the site should include appropriate buffering, screening, and access management measures to minimize potential impacts on nearby residential and institutional properties. While a site plan was not submitted with this rezoning request—and is not required at this stage—a detailed site plan will be required during the permitting process if the rezoning is approved. That plan must demonstrate compliance with all applicable provisions of the UDC, including landscaping, buffering, parking, and access requirements.

Given the site's adjacency to heavy industrial uses, evolving land use conditions along Bellingrath Road, and the applicant's offer of Voluntary Use Restrictions to limit potential impacts, the proposed rezoning could be considered reasonable and contextually compatible.

If approved, the existing lot will be split-zoned until the subdivision is finalized; therefore, rezoning approval is contingent upon completion of the subdivision process.

Should the Commission find the request appropriate, approval could be recommended subject to compliance with the Voluntary Use Restrictions, and full compliance with all applicable requirements of the UDC, including landscaping, buffering, and access provisions.

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, waivers of Sections 6.B.9 (to waive right-of-way dedication) and 6.C.7. of the Subdivision Regulations (for double frontage) will be required and the following conditions could apply:

1. Retention of the 45-foot front yard setback along Bellingrath Road and the 35-foot front yard setback along Old Military Road on the Final Plat, consistent with the most recently recorded subdivision plat;
2. If any additional right-of-way dedication is required by the City Engineer, the Final Plat should illustrate a minimum 25-foot front yard setback along any affected street frontage, in compliance with Section 6.C.8. of the Subdivision Regulations;
3. Retention of the lot sizes in both square feet and acres on the Final Plat, consistent with Section 5.A.2(e)(4), adjusted for any required dedication;
4. Completion of the Rezoning request to eliminate the potential for any split-zoned lots;
5. Compliance with all Engineering comments noted in this staff report;
6. Placement of a note on the Final Plat stating 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.

SIDEWALK WAIVER CONSIDERATIONS

Standards of Review:

On May 31, 2011, the Mobile City Council adopted a "Complete Streets" policy to promote the design and construction of transportation corridors that provide safe, convenient, and equitable access for all users—including pedestrians, bicyclists, transit riders, motorists, commercial vehicles, emergency responders, and individuals of all ages and abilities.

Sidewalk installation is generally encouraged citywide, including in areas where pedestrian infrastructure is currently lacking. However, in determining the appropriateness of sidewalk construction along Monk Avenue, the Planning Commission should consider the broader context—such as existing development patterns, site-specific topographic constraints, and the presence or absence of nearby pedestrian infrastructure.

Considerations:

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

1. The City of Mobile Complete Streets Policy which supports the design and construction of streets for all users, including pedestrians;
2. The existing infrastructure in the area, such as adequate room for construction of a sidewalk, as well as connectivity to existing sidewalks and future sidewalks; and
3. Engineering comments, which indicate that there is sufficient room within the ROW, or within the property, for the construction of a sidewalk that could be permitted through the permitting process.

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 justification for the proposed amendment that addresses all of the following:

A) Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
B) Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
C) Compatibility. Whether the proposed amendment is compatible with:
    (1) The current development trends, if any, in the vicinity of the subject property;
    (2) Surrounding land uses;
    (3) Would adversely impact neighboring properties; or
    (4) Cause a loss in property values.
D) Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare;
E) Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and
F) Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.
G) Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

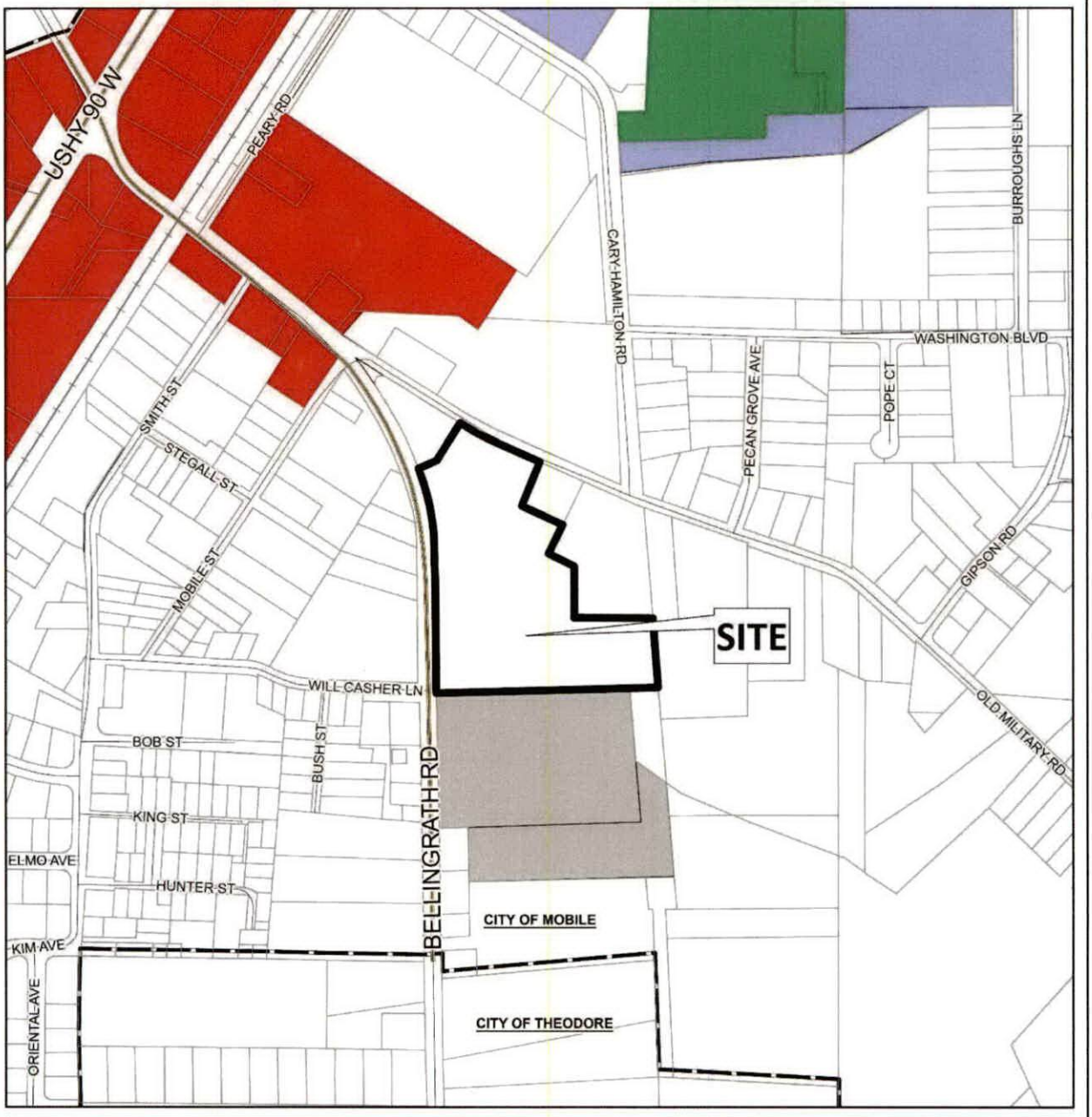
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

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

1. Completion of the Subdivision process;
2. Compliance with the associated Voluntary Conditions and Use Restrictions;
3. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and,
4. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 14 DATE November 20, 2025

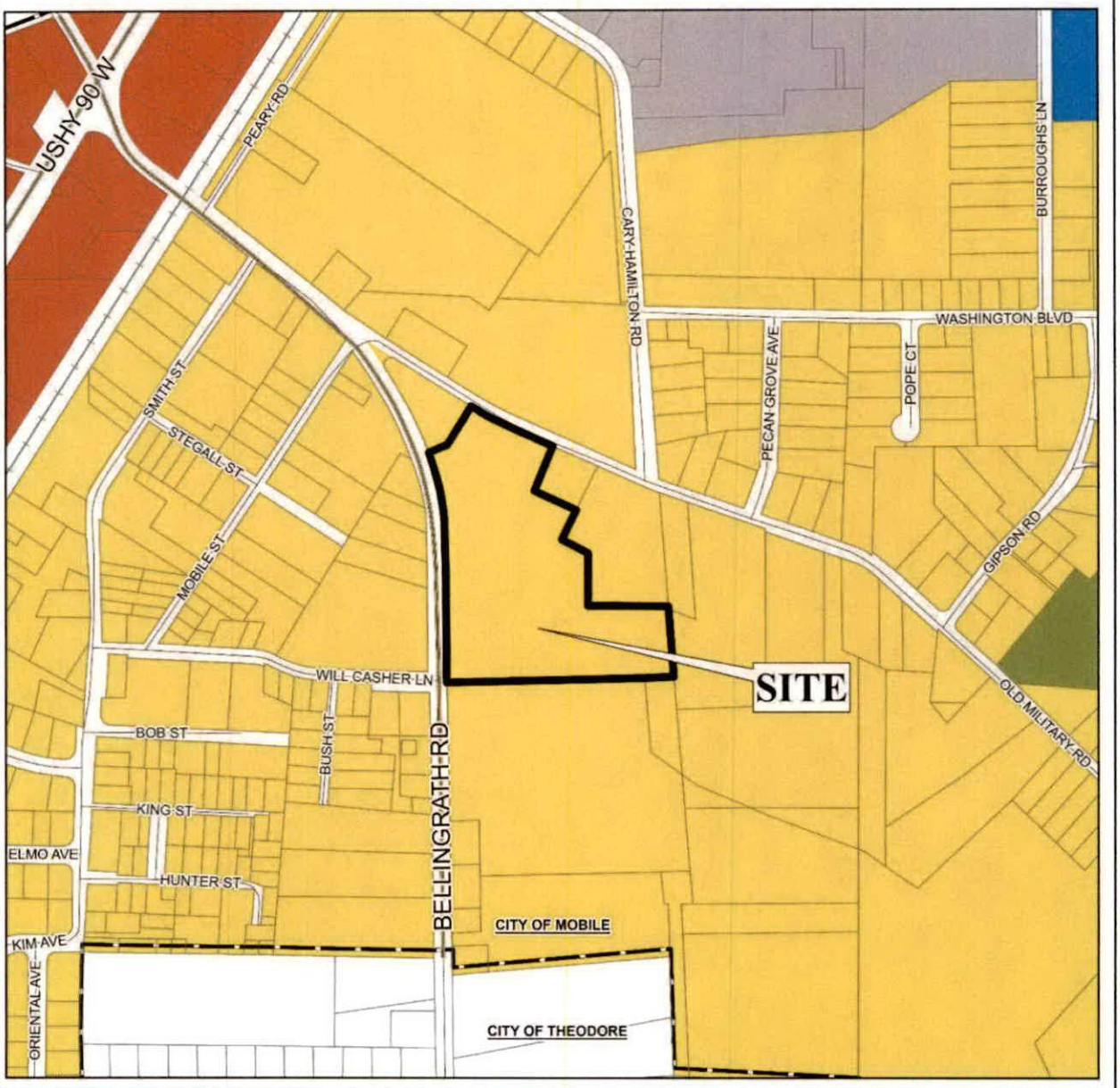
APPLICANT Addition to First Baptist Church of Theodore Subdivision

REQUEST Subdivision, Sidewalk Waiver, Rezoning from R-1 to B-4

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 14 DATE November 20, 2025

APPLICANT Addition to First Baptist Church of Theodore Subdivision

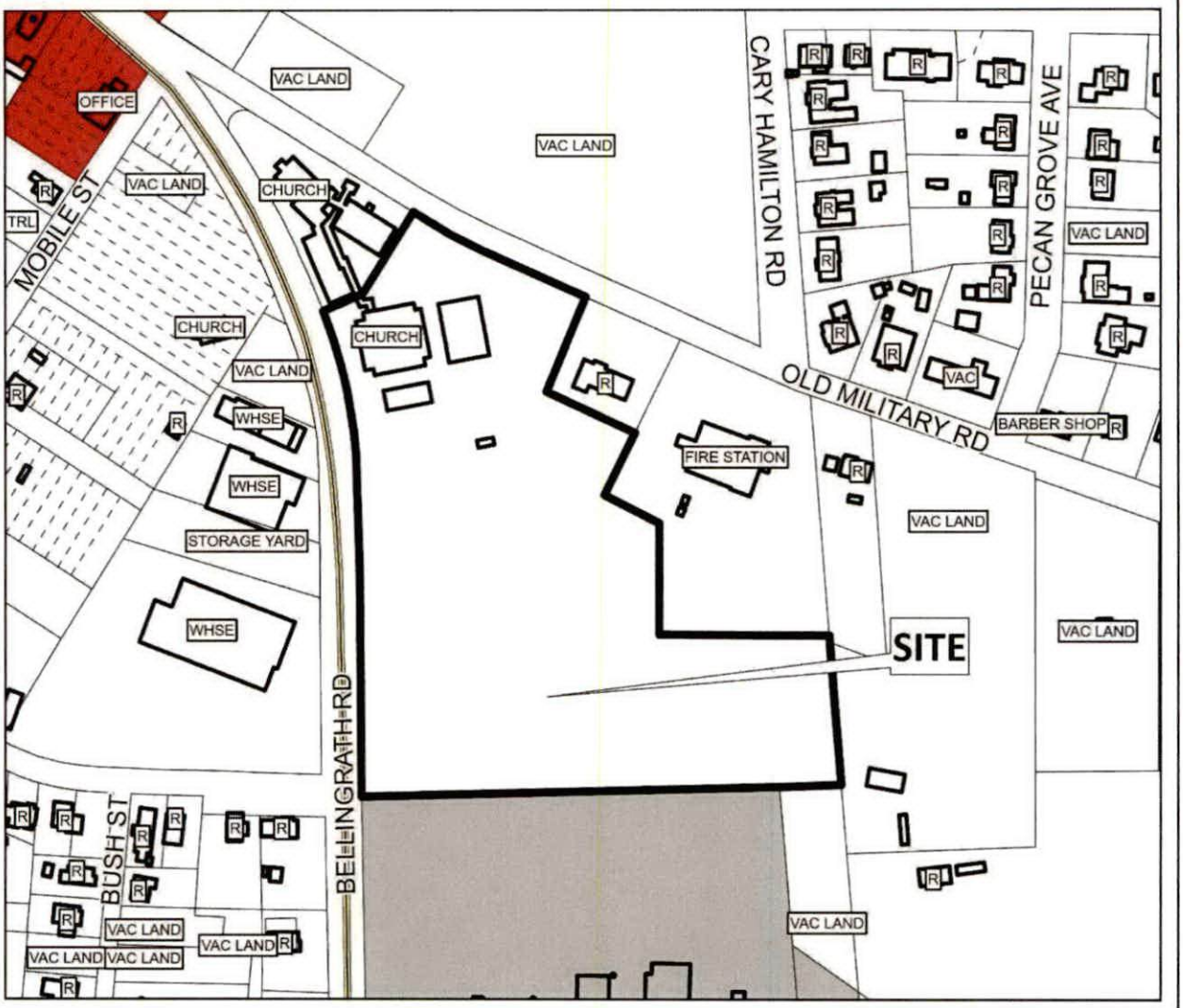
REQUEST Subdivision, Sidewalk Waiver, Rezoning from R-1 to B-4

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units.

APPLICATION NUMBER 14 DATE November 20, 2025

APPLICANT Addition to First Baptist Church of Theodore Subdivision

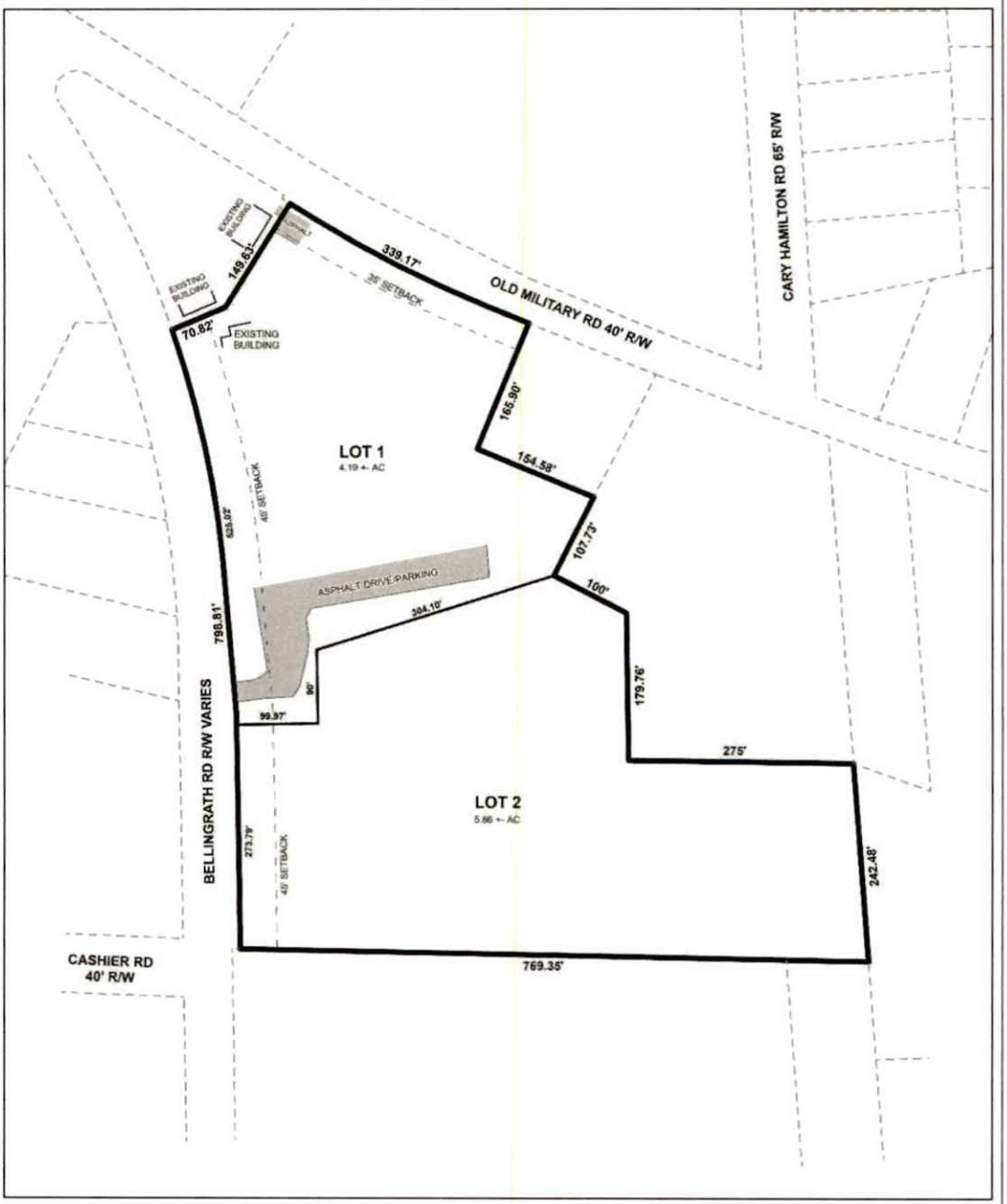
REQUEST Subdivision, Sidewalk Waiver, Rezoning from R-1 to B-4

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	

N

NTS

SITE PLAN



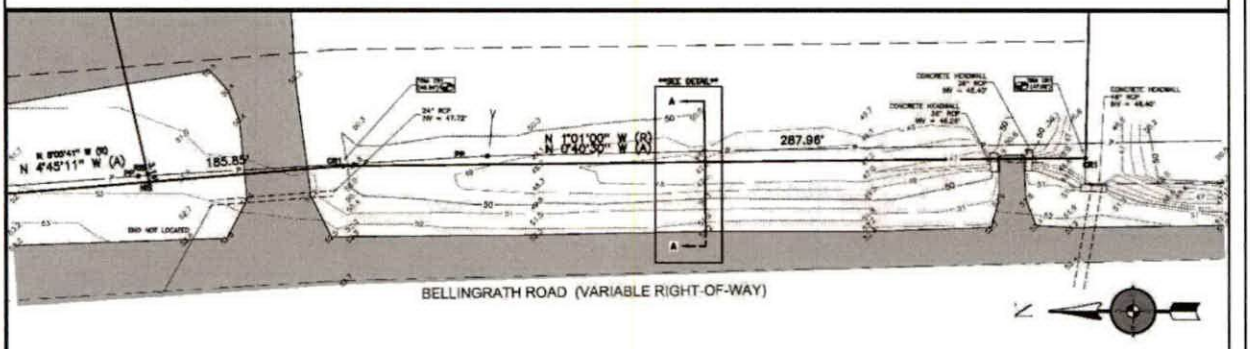
The site plan illustrates existing asphalt and setbacks.

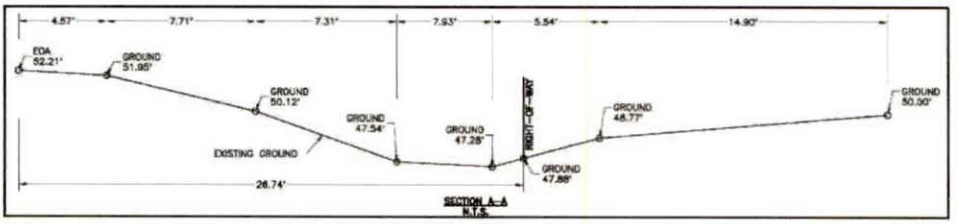
APPLICATION NUMBER	14	DATE	November 20, 2025
APPLICANT	Addition to First Baptist Church of Theodore Subdivision		
REQUEST	Subdivision, Sidewalk Waiver, Rezoning from R-1 to B-4		

N

NTS

DETAIL SITE PLAN





APPLICATION NUMBER 14 DATE November 20, 2025

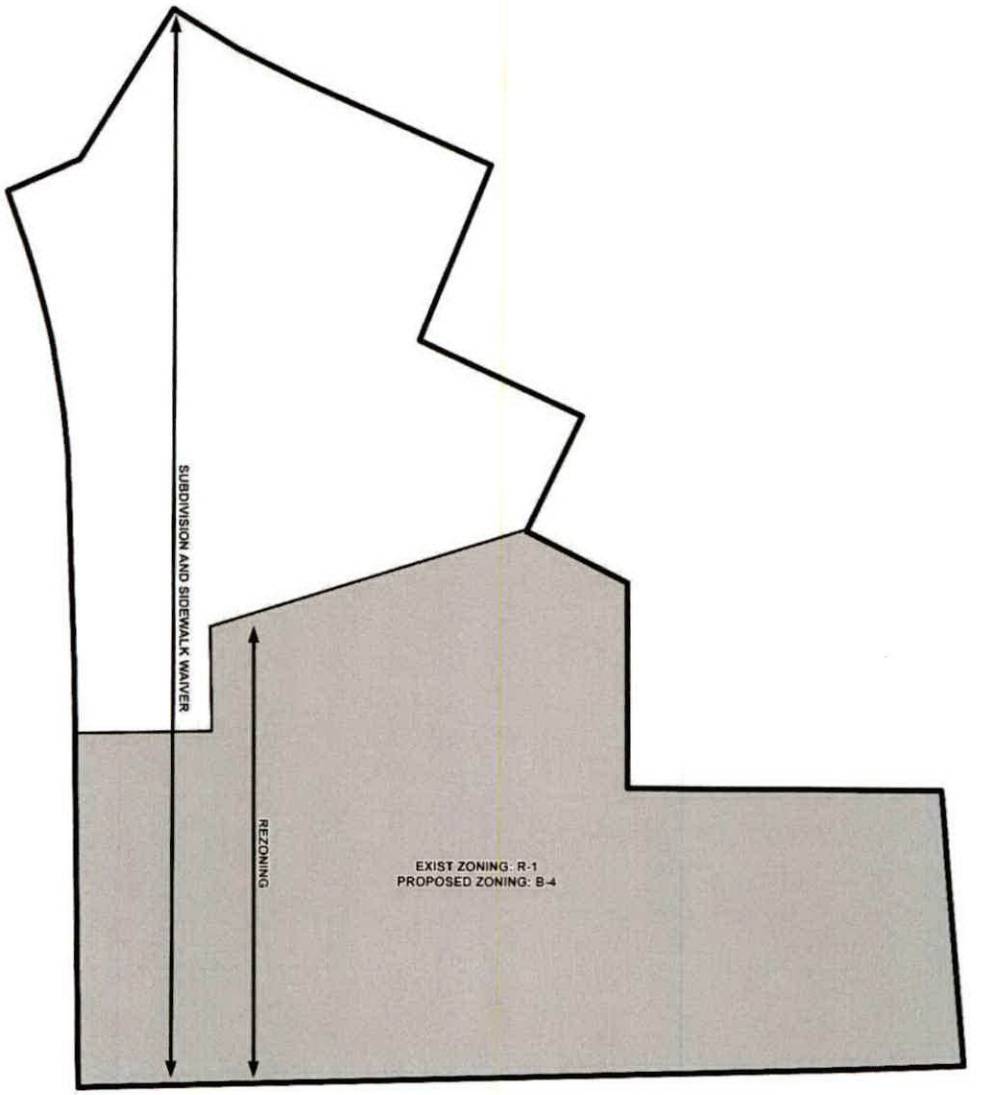
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REQUEST Subdivision, Sidewalk Waiver, Rezoning from R-1 to B-4

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 14 DATE November 20, 2025

APPLICANT Addition to First Baptist Church of Theodore Subdivision

REQUEST Subdivision, Sidewalk Waiver, Rezoning from R-1 to B-4

N

NTS

FUTURE LAND USE MAP CORRESPONDENCE TO ZONING

A primary purpose of the Future Land Use Map is to guide zoning decisions. In many cases the designation on the FLUM may match the existing use of land, but in others the designated land use may differ from what is on the ground today. For example, a parcel that is in commercial use today but designated as any of the "mixed use" types on the map could redevelop with a mix of residential and commercial uses (such as retail, office, entertainment, etc., depending on the location).

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 correspondence between the FLUM and the zoning district structure is described in the matrix below. This tool gives the City the flexibility over the long-term to determine appropriate changes to the zoning map based on various factors.

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.

Zoning correspondence matrix

■ Zoning district is appropriate to implement the future land use category.

U S Zoning district with Urban or Suburban subdistrict is appropriate to implement the future land use category.

○ Elements of the zoning district are related to the future land use category and may be appropriate with qualifications or conditions.

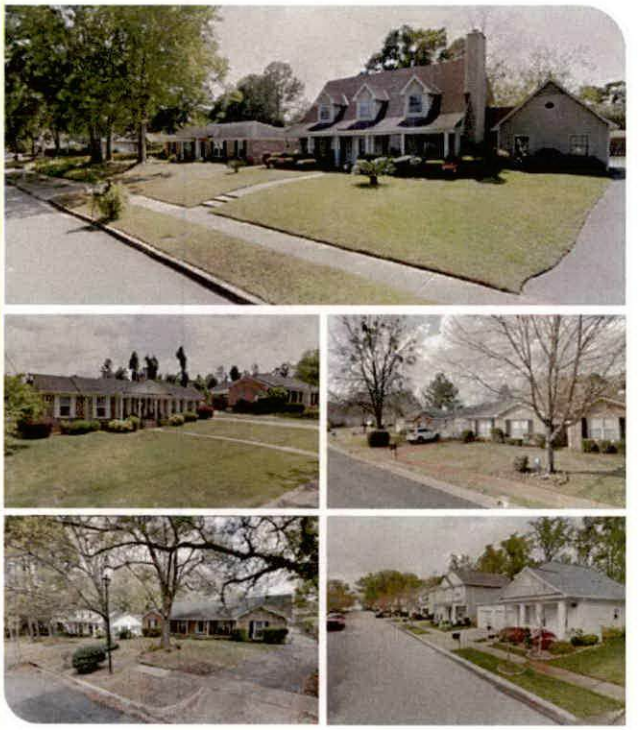
□ Zoning district is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

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

LOW DENSITY RESIDENTIAL (LDR)

This designation applies to residential neighborhoods found mostly west of I-65 or immediately adjacent to the east side of I-65. These areas are primarily single family residential, but may contain small-scale complimentary uses and other residential types at appropriate locations. An LDR area may include a wide range of lot sizes, housing size and styles, including some small-scale multi-unit buildings, but housing styles are highly consistent within a subdivision and tend to have limited connectivity between residential types and non-residential uses. Neighborhoods tend to have longer blocks and may be designed in a network of meandering streets. Residential density ranges between 0 and 6 dwelling units per acre (du/ac).

Character Example



Development Intent

- Complementary uses are designed and sited in a manner compatible with and connected to the surrounding context.
- The presence of individual ancillary uses should contribute to the fabric of a complete neighborhood, developed at a walkable, bikeable human scale.
- When establishing new residential areas or expanding existing developments, provide pedestrian and vehicular connectivity between adjacent developments.

Land use mix

Primary Uses

- Residential, Single family
- Residential, Attached

Secondary Uses

- Residential, Multifamily
- Civic
- Parks

Housing mix

- Predominantly single family subdivisions with lots smaller than one acre
- Attached residential such as duplexes, multiplexes, and townhomes that have the scale of a single family home

41-1531 **2025**

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Modification
of Previously Approved Planned Unit Development
for Property Located at 3456 Halls Mill Road
and 2390 West I-65 Service Road South

Pursuant to Resolution of the Mobile, Alabama City Council adopted **December 9, 2025**, a public hearing will be held on the **13th** day of **January, 2026**, at 10:30 a.m., to consider adoption of an ordinance for the proposed modification of a previously approved Planned Unit Development for property located at 3456 Halls Mill Road and 2390 West I-65 Service Road South.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planned Unit Development was approved on April 3, 2008, to allow multiple buildings on a single building site located at 3456 Halls Mill Road, and 2390 West I-65 Service Road South and described as follows:

LOTS 1, 2 & A PORTION OF LOT 3, BEN RADCLIFF SUBDIVISION, AS RECORDED IN MAP BOOK 119, PAGE 60 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA;

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERNMOST CORNER OF LOT 2, BEN RADCLIFF SUBDIVISION, AS RECORDED IN MAP BOOK 119, PAGE 60 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 15°-26'-24" WEST ALONG SAID LOT 2 AND ALONG THE WEST RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 65 (VARIABLE R/W) A DISTANCE OF 132.04 FEET; THENCE RUN SOUTH 61°-51'-25" WEST ALONG SAID LOT 2 AND ALONG THE RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 65 A DISTANCE OF A DISTANCE OF 200.00 FEET TO THE COMMON CORNER BETWEEN SAID LOT 2 AND LOT 3 OF SAID BEN RADCLIFF SUBDIVISION; THENCE RUN SOUTH 44°-15'-04" WEST ALONG SAID LOT 3 AND ALONG RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 65 A DISTANCE OF 89.71 FEET; THENCE RUN SOUTH 04°-48'-25" WEST ALONG SAID LOT 3 AND ALONG RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 65 A DISTANCE OF 142.33 FEET TO A CORNER OF SAID LOT 3 AND THE NORTHWEST RIGHT-OF-WAY LINE OF HALLS MILL ROAD (60' R/W); THENCE RUN SOUTH 59°-29'-52" WEST ALONG SAID LOT 3 AND ALONG THE NORTHWEST RIGHT-OF-WAY LINE OF SAID HALLS MILL ROAD A DISTANCE OF 62.13 FEET TO THE SOUTHERNMOST CORNER OF SAID LOT 3; THENCE RUN NORTH 56°-10'-28" WEST ALONG SAID LOT 3 A DISTANCE OF 930.62 FEET; THENCE RUN SOUTH 00°-59'-15" WEST ALONG SAID LOT 3 A DISTANCE OF 13.18 FEET; THENCE RUN SOUTH 87°-09'-55" WEST A DISTANCE OF 179.16 FEET TO THE WEST LINE OF SAID BEN RADCLIFF SUBDIVISION; THENCE RUN NORTHWARDLY ALONG THE ARC OF A CURVE TO THE LEFT (HAVING A DELTA OF 18°-40'-49", A RADIUS OF 2,967.65 FEET, A CHORD BEARING OF NORTH 11°-42'-41" EAST, AND A CHORD LENGTH OF 963.26 FEET) AN ARC LENGTH OF 967.54 FEET TO THE NORTHERNMOST CORNER OF LOT 1 OF SAID BEN RADCLIFF SUBDIVISION; THENCE RUN SOUTH 70°-50'-21" EAST ALONG SAID LOT 1 A DISTANCE OF 787.20 FEET; THENCE RUN SOUTH 26°-29'-17" EAST ALONG SAID LOT 1 A DISTANCE OF 117.64 FEET; THENCE RUN SOUTH 65°-18'-27" EAST ALONG SAID LOT 1 A DISTANCE OF 77.70 FEET; THENCE RUN NORTH 73°-26'-19" EAST ALONG SAID LOT 1 A DISTANCE OF 102.41 FEET; THENCE RUN SOUTH 87°-21'-34" EAST ALONG SAID LOT 1 A DISTANCE OF 35.06 FEET; THENCE RUN SOUTH 05°-53'-34" EAST ALONG SAID LOT 1 A DISTANCE OF 38.25 FEET; THENCE RUN NORTH 84°-06'-26" EAST ALONG SAID LOT 1 A DISTANCE OF 60.65 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 65; THENCE RUN SOUTH 16°-34'-03" EAST ALONG SAID LOT 1 AND ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 41.09 FEET; THENCE RUN NORTH 89°-48'-04" WEST ALONG SAID LOT 1

AND ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 12.26 FEET; THENCE RUN SOUTH 01°-10'-31" EAST ALONG SAID LOT 1 AND ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 94.52 FEET; THENCE RUN SOUTH 21°-22'-37" EAST ALONG SAID LOT 1 AND ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 53.35 FEET; THENCE RUN NORTHWESTWARDLY ALONG SAID LOT 1 AND ALONG THE ARC OF A CURVE TO THE LEFT (HAVING A DELTA OF 44°-00'-00", A RADIUS OF 105.10 FEET, A CHORD BEARING OF NORTH 43°-16'-14" WEST, AND A CHORD LENGTH OF 78.74 FEET) AN ARC LENGTH OF 80.71 FEET; THENCE RUN NORTH 65°-16'-14" WEST ALONG SAID LOT 1 A DISTANCE OF 118.62 FEET; THENCE RUN SOUTH 32°-20'-46" WEST ALONG SAID LOT 1 A DISTANCE OF 332.33 FEET TO THE NORTH LINE OF LOT 2 OF SAID BEN RADCLIFF SUBDIVISION; THENCE RUN SOUTH 57°-38'-47" EAST ALONG SAID LOT 2 A DISTANCE OF 415.38 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 23.75 ACRES, MORE OR LESS.

WHEREAS, on October 17, 2025, the owner of said property applied for a Major Modification of the Planned Unit Development allowing multiple buildings on a single building site, to modify lot lines in coordination with the proposed subdivision, and to remove an undeveloped portion of the site from the previously approved Planned Unit Development.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on November 20, 2025, and recommended approval of the Major Modification of the Planned Unit Development (PUD) subject to the following conditions:

1. Revision of the Final PUD Site Plan to label the size of each lot in both square feet and acres, adjusted for any required dedication resulting from the subdivision approval, or provision of a table on the Final PUD Site Plan with the same information;
2. Revision of the Final PUD Site Plan to illustrate the 25-foot front yard setback along all street frontages;
3. Revision of the Final PUD Site Plan to label each existing building with its size in square feet;
4. Revision of the Final PUD Site Plan to depict all other existing site features;
5. Provision of a table on the Final PUD Site Plan showing required and existing parking calculations;
6. Revision of the Final PUD Site Plan to illustrate any/all curbing and/or wheel stops;
7. Revision of the Final PUD Site Plan to depict any dumpsters or dumpster enclosures, or provision of a note on the Final PUD Site Plan stating curbside waste collection is utilized;
8. If any tree plantings or landscaped areas were required under prior approvals or permits, provide a note on the Final PUD Site Plan stating that the site will continue to maintain compliance with those applicable requirements;
9. Provision of a note on the Final PUD Site Plan stating that any future development or redevelopment of the site may require additional modification of the PUD, subject to Planning Commission and City Council approval;
10. Completion of the subdivision process prior to recording the Final PUD Site Plan in Probate Court;
11. Compliance with all Engineering comments noted in the staff report, amended as follows: 1. ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN: a. 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). b. 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. c. 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. d. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state. e. 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. f. 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. g. The proposed development must comply with all Engineering Department design requirements and Policy Letters;
12. Compliance with all Traffic Engineering comments noted in the staff report;
13. Compliance with all Urban Forestry comments noted in the staff report;
14. Compliance with all Fire Department comments noted in the staff report;

15. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
16. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

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

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

Section One: That the modification of the Planned Unit Development is hereby approved with the following required conditions:

1. Revision of the Final PUD Site Plan to label the size of each lot in both square feet and acres, adjusted for any required dedication resulting from the subdivision approval, or provision of a table on the Final PUD Site Plan with the same information;
2. Revision of the Final PUD Site Plan to illustrate the 25-foot front yard setback along all street frontages;
3. Revision of the Final PUD Site Plan to label each existing building with its size in square feet;
4. Revision of the Final PUD Site Plan to depict all other existing site features;
5. Provision of a table on the Final PUD Site Plan showing required and existing parking calculations;
6. Revision of the Final PUD Site Plan to illustrate any/all curbing and/or wheel stops;
7. Revision of the Final PUD Site Plan to depict any dumpsters or dumpster enclosures, or provision of a note on the Final PUD Site Plan stating curbside waste collection is utilized;
8. If any tree plantings or landscaped areas were required under prior approvals or permits, provide a note on the Final PUD Site Plan stating that the site will continue to maintain compliance with those applicable requirements;
9. Provision of a note on the Final PUD Site Plan stating that any future development or redevelopment of the site may require additional modification of the PUD, subject to Planning Commission and City Council approval;
10. Completion of the subdivision process prior to recording the Final PUD Site Plan in Probate Court;
11. Compliance with all Engineering comments noted in the staff report, amended as follows: 1. ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN: a. 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). b. 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. c. 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. d. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state. e. 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. f. 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. g. The proposed development must comply with all Engineering Department design requirements and Policy Letters;

12. Compliance with all Traffic Engineering comments noted in the staff report;
13. Compliance with all Urban Forestry comments noted in the staff report;
14. Compliance with all Fire Department comments noted in the staff report;
15. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
16. Full compliance with all municipal codes and ordinances

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 13th 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 Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 17th 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 **3456 Halls Mill Road, and 2390 West I-65 Service Road South.**

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on **April 3, 2008.** The owner of said property has applied for a Major Modification of a previously approved (PUD) allowing multiple buildings on a single building site, **to modify lot lines in coordination with the proposed subdivision, and to remove an undeveloped portion of the site from the previously approved Planned Unit Development.** If approved, the modification will **modify lot lines in coordination with the proposed subdivision, and remove an undeveloped portion of the site from the previously approved Planned Unit Development,** subject to the following proposed conditions: 1. Revision of the Final PUD Site Plan to label the size of each lot in both square feet and acres, adjusted for any required dedication resulting from the subdivision approval, or provision of a table on the Final PUD Site Plan with the same information; 2. Revision of the Final PUD Site Plan to illustrate the 25-foot front yard setback along all street frontages; 3. Revision of the Final PUD Site Plan to label each existing building with its size in square feet; 4. Revision of the Final PUD Site Plan to depict all other existing site features; 5. Provision of a table on the Final PUD Site Plan showing required and existing parking calculations; 6. Revision of the Final PUD Site Plan to illustrate any/all curbing and/or wheel stops; 7.Revision of the Final PUD Site Plan to depict any dumpsters or dumpster enclosures, or provision of a note on the Final PUD Site Plan stating curbside waste collection is utilized; 8. If any tree plantings or landscaped areas were required under prior approvals or permits, provide a note on the Final PUD Site Plan stating that the site will continue to maintain compliance with those applicable requirements; 9. Provision of a note on the Final PUD Site Plan stating that any future development or redevelopment of the site may require additional modification of the PUD, subject to Planning Commission and City Council approval; 10. Completion of the subdivision process prior to recording the Final PUD Site Plan in Probate Court; 11. Compliance with all Engineering comments noted in the staff report, amended as follows: 1. ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN: a. 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). b. 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. c. 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. d. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state. e. 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. f. 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. g. The proposed development must comply with all Engineering Department design requirements and Policy Letters; 12. Compliance with all Traffic Engineering comments noted in the staff report; 13. Compliance with all Urban Forestry comments noted in the staff report; 14. Compliance with all Fire Department comments noted in the staff report; 15. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and, 16. Full compliance with all municipal codes and ordinances.

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

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

WHEREAS, a Planned Unit Development was approved on **April 3, 2008,** to **allow multiple buildings on a single building site** located at **3456 Halls Mill Road, and 2390 West I-65 Service Road South** and described as follows:

LOTS 1, 2 & A PORTION OF LOT 3, BEN RADCLIFF SUBDIVISION, AS RECORDED IN MAP BOOK 119, PAGE 60 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA;

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERNMOST CORNER OF LOT 2, BEN RADCLIFF SUBDIVISION, AS RECORDED IN MAP BOOK 119, PAGE 60 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 15°-26'-24" WEST ALONG SAID LOT 2 AND ALONG THE WEST RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 65 (VARIABLE R/W) A DISTANCE OF 132.04 FEET; THENCE RUN SOUTH 61°-51'-25" WEST ALONG SAID LOT 2 AND ALONG THE RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 65 A DISTANCE OF A DISTANCE OF 200.00 FEET TO THE COMMON CORNER BETWEEN SAID LOT 2 AND LOT 3 OF SAID BEN RADCLIFF SUBDIVISION; THENCE RUN SOUTH 44°-15'-04" WEST ALONG SAID LOT 3 AND ALONG RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 65 A DISTANCE OF 89.71 FEET; THENCE RUN SOUTH 04°-48'-25" WEST ALONG SAID LOT 3 AND ALONG RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 65 A DISTANCE OF 142.33 FEET TO A CORNER OF SAID LOT 3 AND THE NORTHWEST RIGHT-OF-WAY LINE OF HALLS MILL ROAD (60' R/W); THENCE RUN SOUTH 59°-29'-52" WEST ALONG SAID LOT 3 AND ALONG THE NORTHWEST RIGHT-OF-WAY LINE OF SAID HALLS MILL ROAD A DISTANCE OF 62.13 FEET TO THE SOUTHERNMOST CORNER OF SAID LOT 3; THENCE RUN NORTH 56°-10'-28" WEST ALONG SAID LOT 3 A DISTANCE OF 930.62 FEET; THENCE RUN SOUTH 00°-59'-15" WEST ALONG SAID LOT 3 A DISTANCE OF 13.18 FEET; THENCE RUN SOUTH 87°-09'-55" WEST A DISTANCE OF 179.16 FEET TO THE WEST LINE OF SAID BEN RADCLIFF SUBDIVISION; THENCE RUN NORTHWARDLY ALONG THE ARC OF A CURVE TO THE LEFT (HAVING A DELTA OF 18°-40'-49", A RADIUS OF 2,967.65 FEET, A CHORD BEARING OF NORTH 11°-42'-41" EAST, AND A CHORD LENGTH OF 963.26 FEET) AN ARC LENGTH OF 967.54 FEET TO THE NORTHERNMOST CORNER OF LOT 1 OF SAID BEN RADCLIFF SUBDIVISION; THENCE RUN SOUTH 70°-50'-21" EAST ALONG SAID LOT 1 A DISTANCE OF 787.20 FEET; THENCE RUN SOUTH 26°-29'-17" EAST ALONG SAID LOT 1 A DISTANCE OF 117.64 FEET; THENCE RUN SOUTH 65°-18'-27" EAST ALONG SAID LOT 1 A DISTANCE OF 77.70 FEET; THENCE RUN NORTH 73°-26'-19" EAST ALONG SAID

LOT 1 A DISTANCE OF 102.41 FEET; THENCE RUN SOUTH 87°-21'-34" EAST ALONG SAID LOT 1 A DISTANCE OF 35.06 FEET; THENCE RUN SOUTH 05°-53'-34" EAST ALONG SAID LOT 1 A DISTANCE OF 38.25 FEET; THENCE RUN NORTH 84°-06'-26" EAST ALONG SAID LOT 1 A DISTANCE OF 60.65 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 65; THENCE RUN SOUTH 16°-34'-03" EAST ALONG SAID LOT 1 AND ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 41.09 FEET; THENCE RUN NORTH 89°-48'-04" WEST ALONG SAID LOT 1 AND ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 12.26 FEET; THENCE RUN SOUTH 01°-10'-31" EAST ALONG SAID LOT 1 AND ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 94.52 FEET; THENCE RUN SOUTH 21°-22'-37" EAST ALONG SAID LOT 1 AND ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 53.35 FEET; THENCE RUN NORTHWESTWARDLY ALONG SAID LOT 1 AND ALONG THE ARC OF A CURVE TO THE LEFT (HAVING A DELTA OF 44°-00'-00", A RADIUS OF 105.10 FEET, A CHORD BEARING OF NORTH 43°-16'-14" WEST, AND A CHORD LENGTH OF 78.74 FEET) AN ARC LENGTH OF 80.71 FEET; THENCE RUN NORTH 65°-16'-14" WEST ALONG SAID LOT 1 A DISTANCE OF 118.62 FEET; THENCE RUN SOUTH 32°-20'-46" WEST ALONG SAID LOT 1 A DISTANCE OF 332.33 FEET TO THE NORTH LINE OF LOT 2 OF SAID BEN RADCLIFF SUBDIVISION; THENCE RUN SOUTH 57°-38'-47" EAST ALONG SAID LOT 2 A DISTANCE OF 415.38 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 23.75 ACRES, MORE OR LESS.

WHEREAS, on **October 17, 2025**, the owner of said property applied for a Major Modification of the Planned Unit Development **allowing multiple buildings on a single building site, to modify lot lines in coordination with the proposed subdivision, and to remove an undeveloped portion of the site from the previously approved Planned Unit Development.**

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on **November 20, 2025**, and recommended approval of the Major Modification of the Planned Unit Development (PUD) subject to the following conditions:

1. Revision of the Final PUD Site Plan to label the size of each lot in both square feet and acres, adjusted for any required dedication resulting from the subdivision approval, or provision of a table on the Final PUD Site Plan with the same information;
2. Revision of the Final PUD Site Plan to illustrate the 25-foot front yard setback along all street frontages;
3. Revision of the Final PUD Site Plan to label each existing building with its size in square feet;
4. Revision of the Final PUD Site Plan to depict all other existing site features;
5. Provision of a table on the Final PUD Site Plan showing required and existing parking calculations;
6. Revision of the Final PUD Site Plan to illustrate any/all curbing and/or wheel stops;
7. Revision of the Final PUD Site Plan to depict any dumpsters or dumpster enclosures, or provision of a note on the Final PUD Site Plan stating curbside waste collection is utilized;

8. If any tree plantings or landscaped areas were required under prior approvals or permits, provide a note on the Final PUD Site Plan stating that the site will continue to maintain compliance with those applicable requirements;
9. Provision of a note on the Final PUD Site Plan stating that any future development or redevelopment of the site may require additional modification of the PUD, subject to Planning Commission and City Council approval;
10. Completion of the subdivision process prior to recording the Final PUD Site Plan in Probate Court;
11. Compliance with all Engineering comments noted in the staff report, amended as follows: 1. ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN: a. 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). b. 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. c. 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. d. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state. e. 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. f. 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. g. The proposed development must comply with all Engineering Department design requirements and Policy Letters;
12. Compliance with all Traffic Engineering comments noted in the staff report;
13. Compliance with all Urban Forestry comments noted in the staff report;
14. Compliance with all Fire Department comments noted in the staff report;
15. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
16. Full compliance with all municipal codes and ordinances;

WHEREAS, the City Council finds that the proposed modification:

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

b. Is compatible with the character of the surrounding neighborhood;
c. Will not impede the orderly development and improvement of surrounding property;
d. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
e. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
f. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
g. Shall not be detrimental or endanger the public health, safety or general welfare.
h. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the modification of the Planned Unit Development is hereby approved with the following required conditions:

1. Revision of the Final PUD Site Plan to label the size of each lot in both square feet and acres, adjusted for any required dedication resulting from the subdivision approval, or provision of a table on the Final PUD Site Plan with the same information;
2. Revision of the Final PUD Site Plan to illustrate the 25-foot front yard setback along all street frontages;
3. Revision of the Final PUD Site Plan to label each existing building with its size in square feet;
4. Revision of the Final PUD Site Plan to depict all other existing site features;
5. Provision of a table on the Final PUD Site Plan showing required and existing parking calculations;
6. Revision of the Final PUD Site Plan to illustrate any/all curbing and/or wheel stops;
7. Revision of the Final PUD Site Plan to depict any dumpsters or dumpster enclosures, or provision of a note on the Final PUD Site Plan stating curbside waste collection is utilized;
8. If any tree plantings or landscaped areas were required under prior approvals or permits, provide a note on the Final PUD Site Plan stating that the site will continue to maintain compliance with those applicable requirements;
9. Provision of a note on the Final PUD Site Plan stating that any future development or redevelopment of the site may require additional modification of the PUD, subject to Planning Commission and City Council approval;
10. Completion of the subdivision process prior to recording the Final PUD Site Plan in Probate Court;
11. Compliance with all Engineering comments noted in the staff report, amended as follows: 1. ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN: a. 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). b. 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. c. 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. d. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state. e. 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. f. 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. g. The proposed development must comply with all Engineering Department design requirements and Policy Letters;

12. Compliance with all Traffic Engineering comments noted in the staff report;
13. Compliance with all Urban Forestry comments noted in the staff report;
14. Compliance with all Fire Department comments noted in the staff report;
15. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
16. Full compliance with all municipal codes and ordinances

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

Adopted:

Lisa Lambert, City Clerk

Ben M. Radcliff Contractor, Inc. & PM Properties, LLC
Radcliff-Ice Plant Subdivision
3456 Halls Mill Road, and 2390 West I-65 Service Road South
Council District 4
Ben Reynolds

THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

November 26, 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 **Ben M. Radcliff Contractor, Inc. & PM Properties, LLC**, for a Major Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site, to modify lot lines in coordination with the proposed subdivision, and to remove an undeveloped portion of the site from the previously approved Planned Unit Development, for the property located at **3456 Halls Mill Road, and 2390 West I-65 Service Road South.**

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

1. Revision of the Final PUD Site Plan to label the size of each lot in both square feet and acres, adjusted for any required dedication resulting from the subdivision approval, or provision of a table on the Final PUD Site Plan with the same information;
2. Revision of the Final PUD Site Plan to illustrate the 25-foot front yard setback along all street frontages;
3. Revision of the Final PUD Site Plan to label each existing building with its size in square feet;
4. Revision of the Final PUD Site Plan to depict all other existing site features;
5. Provision of a table on the Final PUD Site Plan showing required and existing parking calculations;
6. Revision of the Final PUD Site Plan to illustrate any/all curbing and/or wheel stops;
7. Revision of the Final PUD Site Plan to depict any dumpsters or dumpster enclosures, or provision of a note on the Final PUD Site Plan stating curbside waste collection is utilized;

8. If any tree plantings or landscaped areas were required under prior approvals or permits, provide a note on the Final PUD Site Plan stating that the site will continue to maintain compliance with those applicable requirements;
9. Provision of a note on the Final PUD Site Plan stating that any future development or redevelopment of the site may require additional modification of the PUD, subject to Planning Commission and City Council approval;
10. Completion of the subdivision process prior to recording the Final PUD Site Plan in Probate Court;
11. Compliance with all Engineering comments noted in the staff report, amended as follows: *1. ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN: a. 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). b. 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. c. 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. d. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state. e. 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. f. 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. g. The proposed development must comply with all Engineering Department design requirements and Policy Letters;*
12. Compliance with all Traffic Engineering comments noted in the staff report;
13. Compliance with all Urban Forestry comments noted in the staff report;
14. Compliance with all Fire Department comments noted in the staff report;
15. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
16. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

James F. Watkins
DIRECT: 251.432-0023
EMAIL: jwatkins@maynardnexsen.com

MAYNARDNEXSEN

November 26, 2025

HAND DELIVERY

Mr. Logan Anderson
City of Mobile Planning & Zoning
Government Plaza, Third Floor, South Tower
205 Government Street
Mobile, AL 36644

Re: Radcliff PUD Modification

Dear Logan:

Logan, enclosed please find a check for $1,307.50 as payment of publication fees for the notice of public hearing for the Radcliff PUD Modification.

Very truly yours,

James F. Watkins

JFW/lbr

Enclosure

PLANNING AND ZONING
26 NOV 2025 AM 9:02

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

November 24, 2025

Ben M. Radcliff Contractor, Inc. & PM Properties, LLC
ATTN: Ben M. Radcliff, Jr.
3456 Halls Mill Road
Mobile, Alabama 36693

Re: 3456 & 3500 Halls Mill Road, and 2390 West I-65 Service Road South
MOD-003516-2025
Radcliff-Ice Plant Subdivision
Ben M. Radcliff Contractor, Inc. & PM Properties, LLC
District 4
Major Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site, to modify lot lines in coordination with the proposed subdivision, and to remove an undeveloped portion of the site from the previously approved Planned Unit Development.

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 Findings of Fact to support modification of the previously approved Planned Unit Development:

a. The request is consistent with all applicable requirements of this Chapter;
b. The request is compatible with the character of the surrounding neighborhood;
c. The request will not impede the orderly development and improvement of surrounding property;
d. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
e. The request is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
f. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
g. The request shall not be detrimental or endanger the public health, safety or general welfare.

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

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

1. Revision of the Final PUD Site Plan to label the size of each lot in both square feet and acres, adjusted for any required dedication resulting from the subdivision approval, or provision of a table on the Final PUD Site Plan with the same information;
2. Revision of the Final PUD Site Plan to illustrate the 25-foot front yard setback along all street frontages;
3. Revision of the Final PUD Site Plan to label each existing building with its size in square feet;
4. Revision of the Final PUD Site Plan to depict all other existing site features;
5. Provision of a table on the Final PUD Site Plan showing required and existing parking calculations;
6. Revision of the Final PUD Site Plan to illustrate any/all curbing and/or wheel stops;
7. Revision of the Final PUD Site Plan to depict any dumpsters or dumpster enclosures, or provision of a note on the Final PUD Site Plan stating curbside waste collection is utilized;
8. If any tree plantings or landscaped areas were required under prior approvals or permits, provide a note on the Final PUD Site Plan stating that the site will continue to maintain compliance with those applicable requirements;
9. Provision of a note on the Final PUD Site Plan stating that any future development or redevelopment of the site may require additional modification of the PUD, subject to Planning Commission and City Council approval;
10. Completion of the subdivision process prior to recording the Final PUD Site Plan in Probate Court;
11. Compliance with all Engineering comments noted in the staff report, amended as follows: 1. ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN: a. 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). b. 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. c. 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. d. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state. e. 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. f. 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. g. The proposed development must comply with all Engineering Department design requirements and Policy Letters;

12. Compliance with all Traffic Engineering comments noted in the staff report;
13. Compliance with all Urban Forestry comments noted in the staff report;
14. Compliance with all Fire Department comments noted in the staff report;
15. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
16. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **$1,307.58.** 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
Stephen Guthrie
Deputy Director of Planning and Zoning

Outlook

Re: Ben M. Radcliff Contractor, Inc. & PM Properties, LLC (MOD-003516-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>
Date Fri 10/17/2025 10:49 AM
To James F. Watkins <jwatkins@maynardnexsen.com>
Cc Walley, Samara <samara.walley@cityofmobile.org>; Aamoth, Victoria <victoria.aamoth@cityofmobile.org>

Mr. Watkins, my apologies but I also failed to mention the following:

1. **Legal Description:** Please note that a complete legal description of the subject property, outlining the full boundary of the PUD site, including a "less and except" portion for the property being removed from the PUD, is required to calculate the City Council advertising fees. Following the Planning Commission's recommendation, this legal description must be submitted to the Planning and Zoning Department for review before the application can proceed to the City Council for final consideration.

As of right now, I see we only received the Lot 3 plat reference.

Additionally, it's Tori Aamoth who I meant to copy for the DWG file(s). She's copied to this email.

Regards,
Logan Anderson
Principal Planner
Build Mobile
dlogananderson@cityofmobile.org
(251) 208-5895

BUILDMOBILE

From: Anderson, Logan <dlogananderson@cityofmobile.org>
Sent: Friday, October 17, 2025 10:44 AM
To: James F. Watkins <jwatkins@maynardnexsen.com>
Subject: Ben M. Radcliff Contractor, Inc. & PM Properties, LLC (MOD-003516-2025)

Good morning,

We have completed our review of the above-referenced **Major Modification application**. Before the application can be considered complete and scheduled for review, the following items must be addressed:

1. **Owner Authorization:** A corporate letter of authorization was submitted by Ben M. Radcliff Contractor, Inc. and is acceptable; however, we did not receive authorization from PM Propeties, LLC, whose property is included with the request. As such, please provide one of the following:
   - An authorization letter from PM Properties, LLC, explicitly authorizing Ben M. Radliff Contractor, Inc., (or other agent) to act on their behalf; or
   - Documentation confirming that Ben M. Radcliff Contractor, Inc., is an officer or authorized agent of PM Properties, LLC.

2. **Notification Labels:** It appears the mailing labels are missing for the following property owners whose properties are within 300 feet of the boundary of the subject site:
   a. I-65 OFFICE II LLC UNDIV 26% INT, JAY-E LLC UNDIV 24% INT, AIRP UNDIV 12% INT, P.O. Box 7598 Mobile, AL 36670
   b. JBC Real Property, LLC, 1147 E I-65 Service Rd S, Mobile, AL 36606
   c. Mobile Count, 205 Government St, Mobile, AL 36644

3. **DWG File Submission:** If you have not already done so, please submit the DWG (AutoCAD) file of the Preliminary Plat to our GIS staff. For your convenience, Marine has been copied on this message.

Additionally, the following items have not yet been addressed for the concurrent **Subdivision application (SUB-003444-2025)**:

Owner Authorization: Signed subdivision application forms were submitted; however, the name of the individuals who signed the applications and their affiliation with Ben M. Radcliff Contractor, Inc. and PM Properties, LLC, cannot be determined. Please provide one of the following to satisfy this requirement:

- Authorization letters issued by Ben M. Radcliff Contractor, Inc. and PM Properties, LLC that explicitly identify the signatories and authorizes them to act on the corporations' behalf; **or**
- Documentation verifying the name of the signatories and confirming that they are officers or authorized agents of Ben M. Radcliff Contractor, Inc. and PM Properties, LLC.

Notification Labels:

- Notification labels are missing for the following property owners:
  - RM Investment Holdings, LLC, at 3496 Halls Mill Rd.
  - Lamar Advertising of South Alabama, Inc.

- Please resubmit your notification labels with this missing information.

DWG File Submission: If you have not already done so, please submit the DWG (AutoCAD) file of the Preliminary Plat to our GIS staff. For your convenience, Marine and Tori have been copied on this message for assistance.

Once all items have been submitted and verified, an invoice for the application fees will be issued. **Please note that the applications will not be considered complete until all required documentation has been received and the fees have been paid in full.**

If all requirements are fulfilled **by noon on Monday, October 20, 2025,** the applications will be considered **complete** and placed on the agenda for the **November 20, 2025,** Planning Commission meeting. If this deadline is not met, the applications will be **held over** until it is complete.

IMPORTANT

The City of Mobile Planning and Zoning Department will **never request payment via wire transfer** or any other suspicious method. If you receive any questionable communication claiming to be from our department, please report it immediately to: planning@cityofmobile.org.

If you have any questions or need further assistance, please don't hesitate to reach out.

Regards,
Logan Anderson
Principal Planner
Build Mobile
dloganander son@cityofmobile.org
(251) 208-5895

BUILD MOBILE

MAJOR MODIFICATION TO PREVIOUSLY APPROVED PUD
3456 HALLS MILL ROAD

STATE OF ALABAMA
COUNTY OF MOBILE

LOTS 1, 2 & A PORTION OF LOT 3, BEN RADCLIFF SUBDIVISION, AS RECORDED IN MAP BOOK 119, PAGE 60 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA;

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERNMOST CORNER OF LOT 2, BEN RADCLIFF SUBDIVISION, AS RECORDED IN MAP BOOK 119, PAGE 60 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 15°-26'-24" WEST ALONG SAID LOT 2 AND ALONG THE WEST RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 65 (VARIABLE R/W) A DISTANCE OF 132.04 FEET; THENCE RUN SOUTH 61°-51'-25" WEST ALONG SAID LOT 2 AND ALONG THE RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 65 A DISTANCE OF A DISTANCE OF 200.00 FEET TO THE COMMON CORNER BETWEEN SAID LOT 2 AND LOT 3 OF SAID BEN RADCLIFF SUBDIVISION; THENCE RUN SOUTH 44°-15'-04" WEST ALONG SAID LOT 3 AND ALONG RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 65 A DISTANCE OF 89.71 FEET; THENCE RUN SOUTH 04°-48'-25" WEST ALONG SAID LOT 3 AND ALONG RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 65 A DISTANCE OF 142.33 FEET TO A CORNER OF SAID LOT 3 AND THE NORTHWEST RIGHT-OF-WAY LINE OF HALLS MILL ROAD (60' R/W); THENCE RUN SOUTH 59°-29'-52" WEST ALONG SAID LOT 3 AND ALONG THE NORTHWEST RIGHT-OF-WAY LINE OF SAID HALLS MILL ROAD A DISTANCE OF 62.13 FEET TO THE SOUTHERNMOST CORNER OF SAID LOT 3; THENCE RUN NORTH 56°-10'-28" WEST ALONG SAID LOT 3 A DISTANCE OF 930.62 FEET; THENCE RUN SOUTH 00°-59'-15" WEST ALONG SAID LOT 3 A DISTANCE OF 13.18 FEET; THENCE RUN SOUTH 87°-09'-55" WEST A DISTANCE OF 179.16 FEET TO THE WEST LINE OF SAID BEN RADCLIFF SUBDIVISION; THENCE RUN NORTHWARDLY ALONG THE ARC OF A CURVE TO THE LEFT (HAVING A DELTA OF 18°-40'-49", A RADIUS OF 2,967.65 FEET, A CHORD BEARING OF NORTH 11°-42'-41" EAST, AND A CHORD LENGTH OF 963.26 FEET) AN ARC LENGTH OF 967.54 FEET TO THE NORTHERNMOST CORNER OF LOT 1 OF SAID BEN RADCLIFF SUBDIVISION; THENCE RUN SOUTH 70°-50'-21" EAST ALONG SAID LOT 1 A DISTANCE OF 787.20 FEET; THENCE RUN SOUTH 26°-29'-17" EAST ALONG SAID LOT 1 A DISTANCE OF 117.64 FEET; THENCE RUN SOUTH 65°-18'-27" EAST ALONG SAID LOT 1 A DISTANCE OF 77.70 FEET; THENCE RUN NORTH 73°-26'-19" EAST ALONG SAID LOT 1 A DISTANCE OF 102.41 FEET; THENCE RUN SOUTH 87°-21'-34" EAST ALONG SAID LOT 1 A DISTANCE OF 35.06 FEET; THENCE RUN SOUTH 05°-53'-34" EAST ALONG SAID LOT 1 A DISTANCE OF 38.25 FEET; THENCE RUN NORTH 84°-06'-26" EAST ALONG SAID LOT 1 A DISTANCE OF 60.65 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 65; THENCE RUN SOUTH 16°-34'-03" EAST ALONG SAID LOT 1 AND ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 41.09 FEET; THENCE RUN NORTH 89°-48'-04" WEST ALONG SAID LOT 1 AND ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 12.26 FEET;

THENCE RUN SOUTH 01°-10'-31" EAST ALONG SAID LOT 1 AND ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 94.52 FEET; THENCE RUN SOUTH 21°-22'-37" EAST ALONG SAID LOT 1 AND ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 53.35 FEET; THENCE RUN NORTHWESTWARDLY ALONG SAID LOT 1 AND ALONG THE ARC OF A CURVE TO THE LEFT (HAVING A DELTA OF 44°-00'-00", A RADIUS OF 105.10 FEET, A CHORD BEARING OF NORTH 43°-16'-14" WEST, AND A CHORD LENGTH OF 78.74 FEET) AN ARC LENGTH OF 80.71 FEET; THENCE RUN NORTH 65°-16'-14" WEST ALONG SAID LOT 1 A DISTANCE OF 118.62 FEET; THENCE RUN SOUTH 32°-20'-46" WEST ALONG SAID LOT 1 A DISTANCE OF 332.33 FEET TO THE NORTH LINE OF LOT 2 OF SAID BEN RADCLIFF SUBDIVISION; THENCE RUN SOUTH 57°-38'-47" EAST ALONG SAID LOT 2 A DISTANCE OF 415.38 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 23.75 ACRES, MORE OR LESS.

City of Mobile • Planning &Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits** — Checklist A
☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments** — Checklist B
☐ **Planned Development** — Checklist C
■ **Previously approved Planning Approvals or Planned Unit Development** — Checklist D

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

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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:	Ben M. Radcliff Contractor, Inc.	James F. Watkins
Firm:		Maynard Nexsen PC
Phone:	251-666-7252	251-432-0024
Email:	melissa@benradcliff.com	jwatkins@maynardnexsen.com
Address:	3456 Halls Mill Rd., Mobile AL 36693	11 North Water Street, Suite 24290, Mobile Al 36602

	Owner	Design Professional
Name:	Ben M. Radcliff Contractor Inc.	Mark Wattier
Firm:		Wattier Surveying
Phone:	251-666-7252	251-342-2640
Email:	melissa@benradcliff.com	mark@wattiersurveying.com
Address:	3456 Halls Mill Road, Mobile, AL 36693	4318 Downtowner Loop N., Mobile, Al 36609

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

3456 Halls Mill Road, Mobile, Alabama 36693 — Property Address

9.5 acres +/- — Property Area (acres or square feet)

3202060002005 — Parcel Number(s) or Key Number(s)

I-1 — Present Zoning or Transect District

I-1 — 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.

Ben M. Radcliff Contractor Inc.
By: [signature]
Owner Signature President — Date 10/11/2025

[signature]
Applicant or Agent Signature (if applicable) — Date 10/11/2025

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION

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

Ben M. Radcliff Contractor, Inc.
By: [signature]
Applicant or Agent Signature
As its President — Date 10/11/2025

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

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1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   This site was approved as a PUD in April of 2008. The site is designated as Industrial under the Comprehensive Plan and Map for Mobile.
   The applicant desires to subdivide the rear portion of the subject property in order to sell it to an adjoining landowner in order to allow the adjoining landower to expand its facilities and operations.
   Other than removing a portion of the property making up the site, the site plan will not change.

   Light Industry
   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
   The surrounding areas are developed as light industrial uses or are vacant land.
   The applicant is not making any changes to the site plan other than subdividing off the rear portion of the lot.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
   By allowing the modificaiton of the existing PUD and the subdivision of the subject property, the currently unused rear portion of the site will allow an adjacent land owner the opportunity to expand its business operations.

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)

All existing structures will remain. No additional structures are being requested at this time. The site has 4 buildings and 2 covered sheds

Office building is a 2 story building, everything else is single story not exceeding 24 feet.

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

Wooden fence around the side and rear rear property lines with hedge. Front yard trees and shrubs around the front office building and driveway.

- ☐ Lighting:

Driveway lighting and light poles in rear of building for employee parking. Dusk to dawn security lighting in laydown areas and warehousing area.

Existing lighting will not be changing

- ☐ Hours of operation:

7:30 am - 4:30 pm . This is not changing from current operations

- ☐ 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.

No change is being made to the existing site plan or operations on the site other than to subdivide off an unused portion.

This approval would no increase or impact any aspects of the public health or general welfare in the City

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.

Allowing this PUD modification in conjunction with the approval of the subdivision of this site will take an otherwise unused parcel and make it a part of a property which is being developeed an expanded. The approval would have a positive economic impact for the City and increase the tax base for the property.

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?

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project: Ben M. Radcliff Contractor, Inc.

Address: 3456 Halls Mill Road, Mobile, Alabama 36693

Owner: Ben M. Radcliff Contractor, Inc.

Address: 3456 Halls Mill Road, Mobile, Alabama Zip Code: 36693

Phone: 251-666-7252 Fax: _____ Email: melissa@benradcliff.com

Authorized Agent: James F. Watkins

Address: 11 North Water Street, Suite 24290, Mobile, AL Zip Code: 36602

Phone: 251-432-0023 Fax: _____ Email: jwatins@maynardnexsen.com

Contractor: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Civil Engineer: Mark Wattier

Address: 4318 Downtowner Loop N, Mobile, AL Zip Code: 36609

Phone: 251-342-2640 Fax: _____ Email: mark@wattiersurveying.com

Architect: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Submitted by:

Signature: _____ Print: James F. Watkins

Date: October 16, 2025 Affiliation to project/Organization: Agent

Zoning Description and Justification

Ben M. Radcliff Contractor, Inc. is the owner of Lot 3, Ben Radcliff subdivision. The subject lot is a large, flag-shaped parcel which was re-zoned to I-1 and made subject to a Planned Unit Development in 2008 due to there being multiple buildings on a single lot of record. An adjacent land owner has asked to purchase the "flag" portion of Lot 3 to incorporate into its property in order to allow the purchaser to expand its existing operations. Ben M. Radcliff Contractor, Inc. is submitting a subdivision plat to accomplish the revision of the lots lines to allow the sale of the portion of Lot 3 being carved out. Due to the fact that Lot 3 is a Planned Unit Development, a modification of that PUD is required.

The remaining portion of Lot 3, which will be Lot A on the new plat, will contain the same buildings as currently exist. No change on the existing site plan for Lot 3, other that the carve out of the "flag" for sale to the neighbor, is contemplated. No change to the landscaping, parking, circulation, setbacks or access will occur as a result of this request.

RADCLIFF

Ben M. Radcliff Contractor, Inc.

October 15, 2025

Urban Development Department

Planning Section

P.O. Box 1827

Mobile, AL 36633

RE: Application for Modification of Existing PUD
Application for Subdivision
Ben M. Radcliff Contractor, Inc.
3456 Halls Mill Road, Mobile, Alabama

Ladies and Gentlemen,

Please accept this letter as approval and designation of Ben M. Radcliff, Jr., President of Ben M. Radcliff Contractor, Inc., or James F. Watkins of Maynard Nexsen, PC, as agent or authorized person for Ben M. Radcliff Contractor, Inc. to execute and submit an application for a Modification of the Existing PUD for the above referenced property. Additionally, please accept this letter as approval and designation of Ben M. Radcliff, Jr., President of Ben M. Radcliff Contractor, Inc., or Mark Wattier, as agent or authorized person for Ben M. Radcliff Contractor, Inc. to execute and submit an application for a Subdivision including the above referenced property.

Sincerely,

Ben M. Radcliff, Jr.
President
Ben M. Radcliff Contractor, Inc.

3456 Halls Mill Road • Mobile, Alabama 36693 • P.O. Box 8368 • Mobile, Alabama 36689-0368
Phone: 251/666-7252 • Fax: 251/666-7364

PM PROPERTIES LLC

101 65th Ave.
Meridian, MS 79307

Urban Development Dept.
Planning Sectin
P.O. Box 1827
Mobile, AL 36633

Re: Application for Modification of Existing PUD
Application for Subdivision
Ben M. Radcliff Contractor, Inc.
PM Properties, LLC
3456 Halls Mill Road, Mobile, AL

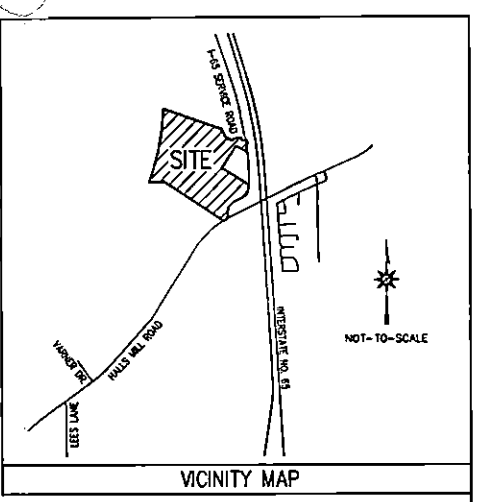
Dear Sir or Madam:

Please accept this letter as approval and designation of Dylan Maples, Managing Partner of PM Properties, LLC, or Mark Wattier, as agent or authorized person for PM Properties, LLC, to execute and submit an application for Subdivision including the above-referenced property.

Please accept this letter as approval and designation of Dylan Maples, Managing Partner of PM Properties, LLC, or Mark Wattier, as agent or authorized person for PM Properties, LLC, to execute and submit an application for a Modification of the Existing PUD for the above-referenced property.

Sincerely,

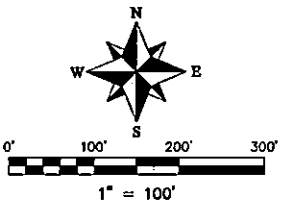
Dylan Maples
Managing Partner
PM Properties, LLC



VICINITY MAP

NG SETBACK
LEVATION
ER MANHOLE
ER LINE
FENCE
NCE
VCE

LENGTH
1.55'
0.49'
4.60'
0.87'
1.74'
3.26'



MONTLIMAR CREEK DRAINAGE CANAL
200' R/W

10' SANITARY SEWER EASEMENT RPBK 2360, PG 140

15' SANITARY SEWER EASEMENT MB 119, PG 60

FENCE IS ON-LINE

THIS PORTION OF LOT 3 IS HEREBY REMOVED FROM THE PUD

A PORTION OF LOT 3 BEN RADCLIFF SUBDIVISION MB 119, PG 60

10' SANITARY SEWER EASEMENT RPBK 2360, PG 140

CLF RUNNING N IS 0.5' W OF LINE
CLF RUNNING W IS ON-LINE

CLF IS 0.5' N & 0.6' E OF CORNER

N89°18'26"W 523.40' (A)

LOT 2
RESUBDIVISION OF LOT 1
GOLDEN GLOW FARMS
FIRST ADDITION
MB 114, PG 8

BED HEREON IS SHOWN ON THE FEMA FLOOD INSURANCE
1097C0563 L, DATED 06/05/2020, AND IS SHOWN TO BE IN
ADED".

T REFLECT ANY TITLE OR EASEMENT RESEARCH OTHER THAN
LE ON THE SURFACE OR PROVIDED BY THE CLIENT.

REON ARE REFERENCED TO THE U.S. SURVEY FOOT.

EON ARE STATE PLANE COORDINATE GRID BEARINGS.
FROM GRID NORTH TO GEODETIC NORTH IS -00° 18' 57" AT
3,537,646.

N87°09'55"E
179.17'

PROVEMENTS NEAR THE PROPERTY LINES MAY BE SHOWN AT
LE FOR CLARITY.

LOT 2, BEN RADCLIFF SUBDIVISION, AS RECORDED IN MAP BOOK 119, PAGE 60 OF THE ROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 15°-26'-24" WEST ALONG SAID LINE OF INTERSTATE HIGHWAY NO. 65 (VARIABLE R/W) A DISTANCE OF 132.04 FEET; TO THE COMMON CORNER BETWEEN SAID LOT 2 AND LOT 3 OF SAID BEN RADCLIFF SAID LOT 2 AND ALONG THE RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 65 " WEST ALONG SAID LOT 3 AND ALONG RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY RUN SOUTH 04°-48'-25" WEST ALONG SAID LOT 3 AND ALONG RIGHT-OF-WAY LINE OF E OF 142.33 FEET TO A CORNER OF SAID LOT 3 AND THE NORTHWEST RIGHT-OF-WAY E RUN SOUTH 59°-29'-52" WEST ALONG SAID LOT 3 AND ALONG THE NORTHWEST AD A DISTANCE OF 62.13 FEET TO THE SOUTHERNMOST CORNER OF SAID LOT 3; THENCE OT 3 A DISTANCE OF 930.62 FEET; THENCE RUN SOUTH 00°-59'-15" WEST ALONG SAID UN SOUTH 87°-09'-55" WEST A DISTANCE OF 179.16 FEET TO THE WEST LINE OF SAID THWARDLY ALONG THE ARC OF A CURVE TO THE LEFT (HAVING A DELTA OF 18°-40'-49", NG OF NORTH 11°-42'-41" EAST, AND A CHORD LENGTH OF 963.26 FEET) AN ARC LENGTH NER OF LOT 1 OF SAID BEN RADCLIFF SUBDIVISION; THENCE RUN SOUTH 70°-50'-21" EAST ET; THENCE RUN SOUTH 25°-29'-17" EAST ALONG SAID LOT 1 A DISTANCE OF 117.64 ALONG SAID LOT 1 A DISTANCE OF 77.70 FEET; THENCE RUN NORTH 73°-26'-19" EAST ET; THENCE RUN SOUTH 87°-21'-34" EAST ALONG SAID LOT 1 A DISTANCE OF 35.06 FEET; G SAID LOT 1 A DISTANCE OF 38.25 FEET; THENCE RUN NORTH 84°-06'-26" EAST ALONG HE WEST RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 65; THENCE RUN SOUTH LONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 41.09 FEET; THENCE RUN NORTH LONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 12.26 FEET; THENCE RUN SOUTH ONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 94.52 FEET; THENCE RUN SOUTH LONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 53.35 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT (HAVING A DELTA OF 44°-00'-00", A RADIUS H 43°-16'-14" WEST, AND A CHORD LENGTH OF 78.74 FEET) AN ARC LENGTH OF 80.71 ALONG SAID LOT 1 A DISTANCE OF 118.62 FEET; THENCE RUN SOUTH 32°-20'-46" WEST EET TO THE NORTH LINE OF LOT 2 OF SAID BEN RADCLIFF SUBDIVISION; THENCE RUN A DISTANCE OF 415.38 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL

OCTOBER 17, 2025

WATTIER SURVEYING, INC.
PROFESSIONAL LAND SURVEYORS
4318 Downtowner Loop N., Suite H
Mobile, Alabama 36609
251-342-2640

SURVEY TYPE: SUBDIVISION
BEARING REFERENCE: STATE PLANE GRID, NAD 83, AL WEST ZONE, U.S. SURVEY FOOT
INFORMATION SOURCE:
J.O. NO. 25-0211 COMP. FILE 3080 DWG. NO. 5S-2W-01-SUBD DATE OF LAST FIELD WORK 08/11/2025 CLIENT BE

Lamar Advertising of South Alabama, Inc.
P.O. Box 66338
Baton Rouge, LA 70896

Ben M. Radcliff Contractor, Inc.
P.O. Box 8368
Mobile, AL 36689

Heron Lakes Country Club
3581 Government Blvd.
Mobile, AL 36693

Wayne and Pamela Maurin
1075 Grand Heron Court East
Mobile, AL 36693

RM Investment Holdings, LLC
P.O. Box 91355
Mobile, AL 36691

Russell J. Hill
RJH Investments, LLC
P.O. Box 8734
Mobile, AL 36689

Donald P. Kelly, Jr.
Elaine Kelly Henderson
John Paul Miller
Patrick Miller
370 S. Sage Avenue
Mobile, AL 36606

Sienna of Alabama, LLC
3075 Selma Highway
Montgomery, AL 36108

PM Properties, LLC
101 65th Avenue
Meridian, MS 39307

Williams Teresa Hathcock, Trustee at
The THW Living Trust
10850 Celeste Road
Saraland, AL 36571

Creax Properties, LLC
510 Marengo Lake Road
Linden, AL 36748

Order of Inca, Inc.
P.O. Box 6723
Mobile, AL 36660

Ramona D. Moorehead
Amanda Leigh Jones
3657 Bebee Point
Theodore, AL 36582

639 N. Dupre, LLC
639 N. Dupre Street
New Orleans, LA 70119

I-65 Office II LLC UNDIV 26% INT
JAY-E LLC UNDIV 24% INT
AIRP UNDIV 12% INT
P.O. Box 7598
Mobile, AL 36670

Mobile County
205 Government St
Mobile, AL 36644

JBC Real Property, LLC
1147 E I-65 Service Rd S
Mobile, AL 36606

James Watkins
Maynard Nexsen PC
11 North Water Street
RSA Battle House Tower
Suite 24290
Mobile, AL 36602

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City of Mobile • Planning &Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

- ☐ **Conditional Use Permits** — Checklist A
- ☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments** — Checklist B
- ☐ **Planned Development** — Checklist C
- ■ **Previously approved Planning Approvals or Planned Unit Development** — Checklist D

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

---

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

	Applicant	Agent (If Applicable)
Name:	Ben M. Radcliff Contractor, Inc.	James F. Watkins
Firm:		Maynard Nexsen PC
Phone:	[redacted]	[redacted]
Email:		
Address:		

	Owner	Design Professional
Name:	Ben M. Radcliff Contractor Inc.	Mark Wattier
Firm:		Wattier Surveying
Phone:	[redacted]	
Email:		
Address:		

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

3456 Halls Mill Road, Mobile, Alabama 36693
Property Address

9.5 acres +/-
Property Area (acres or square feet)

3202060002005
Parcel Number(s) or Key Number(s)

I-1
Present Zoning or Transect District

I-1
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.

Ben M. Radcliff Contractor Inc.
By: [signature] President
Owner Signature

10/11/2025
Date

[signature]
Applicant or Agent Signature (if applicable)

10/11/2025
Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION

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

Ben M. Radcliff Contractor, Inc.
By: [signature]
As its President
Applicant or Agent Signature

10/11/2025
Date

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

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

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

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

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   This site was approved as a PUD in April of 2008. The site is designated as Industrial under the Comprehensive Plan and Map for Mobile.
   The applicant desires to subdivide the rear portion of the subject property in order to sell it to an adjoining landowner in order to allow the adjoining landower to expand its facilities and operations.
   Other than removing a portion of the property making up the site, the site plan will not change.

   Light Industry
   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
   The surrounding areas are developed as light industrial uses or are vacant land.
   The applicant is not making any changes to the site plan other than subdividing off the rear portion of the lot.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
   By allowing the modificaiton of the existing PUD and the subdivision of the subject property, the currently unused rear portion of the site will allow an adjacent land owner the opportunity to expand its business operations.

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)

All existing structures will remain. No additional structures are being requested at this time. The site has 4 buildings and 2 covered sheds

Office building is a 2 story building, everything else is single story not exceeding 24 feet.

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

Wooden fence around the side and rear rear property lines with hedge. Front yard trees and shrubs around the front office building and driveway.

☐ Lighting:

Driveway lighting and light poles in rear of building for employee parking. Dusk to dawn security lighting in laydown areas and warehousing area.

Existing lighting will not be changing

☐ Hours of operation:

7:30 am - 4:30 pm . This is not changing from current operations

☐ 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.

No change is being made to the existing site plan or operations on the site other than to subdivide off an unused portion.

This approval would no increase or impact any aspects of the public health or general welfare in the City

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.

Allowing this PUD modification in conjunction with the approval of the subdivision of this site will take an otherwise unused parcel and make it a part of a property which is being developeed an expanded. The approval would have a positive economic impact for the City and increase the tax base for the property.

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?

Agenda Item # 11

SUB-003444-2025 & MOD-003516-2025

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

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Planned Unit Development Modification

DETAILS

Location:
3456 & 3500 Halls Mill Road, and 2390 West I-65 Service Road South

Applicant / Agent:
Ben M. Radcliff Contractor, Inc. & PM Properties, LLC

Property Owner(s):
Ben M. Radcliff Contractor, Inc. & PM Properties, LLC

Current Zoning:
I-1, Light Industry District

Future Land Use:
Light Industry

Applicable Codes, Policies, and Plans:
- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Schedule for Development:
- N/A

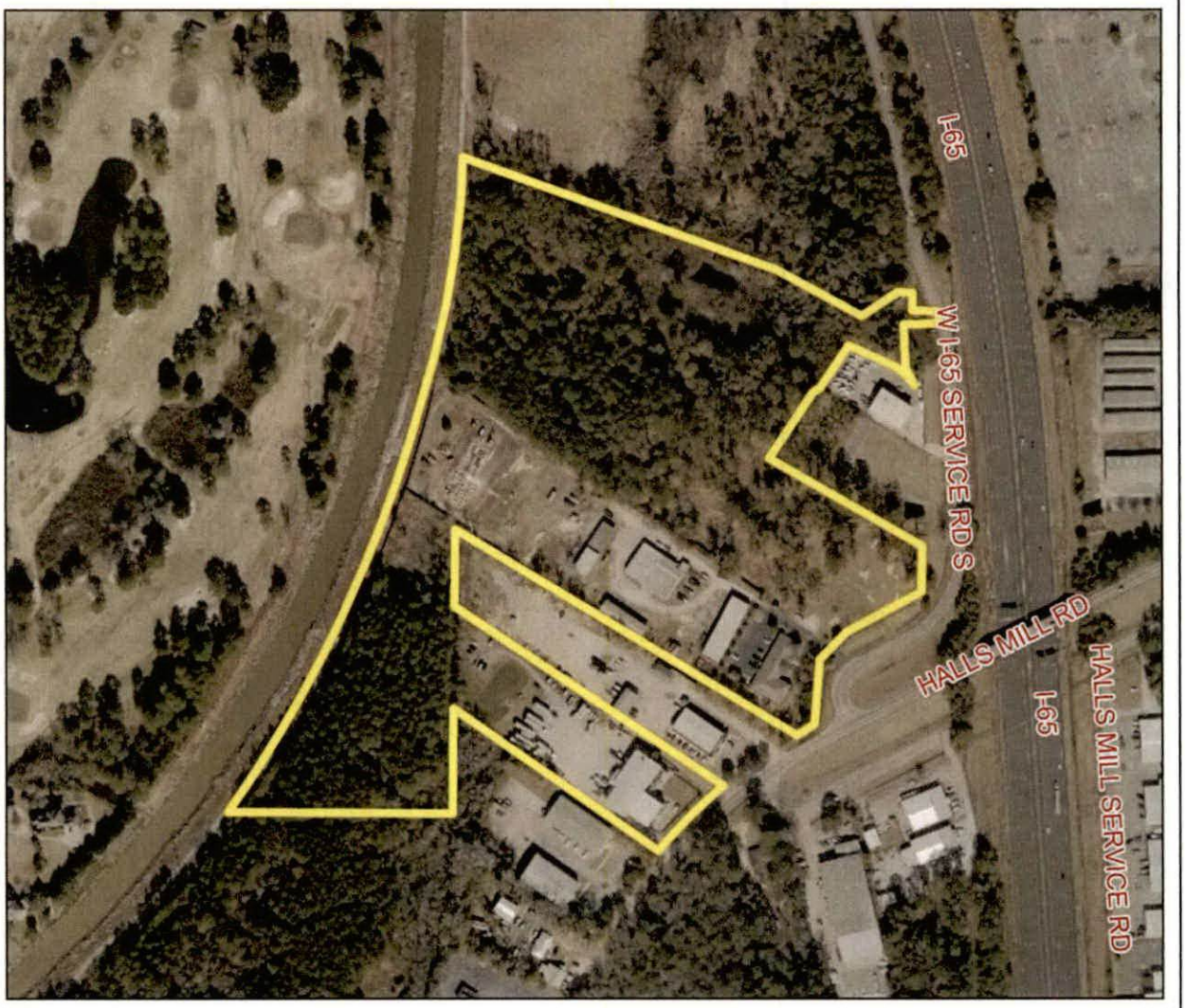
Proposal:
- Subdivision approval to create two (2) legal lots of record
- Modification of a previously approved Planned Unit Development

Considerations:
1. Subdivision proposal with eleven (11) conditions; and
2. Modification of a previously approved Planned Unit Development with sixteen (16) conditions.

Report Contents: **Page**

Context Map 2
Site History 3
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Commission Considerations 8
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PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and industrial units.

APPLICATION NUMBER 11 DATE November 20, 2025

APPLICANT Radcliff-Ice Plant Subdivision

REQUEST Subdivision, PUD Modification

N

NTS

SITE HISTORY

A portion of the site was originally part of Lot 6 of *Merwina's Shady Grove Gardens Subdivision*, recorded in the Mobile County Probate Court in February 1936. The remainder of the site was included in the 44-lot *Golden Glow Farm Subdivision*, recorded in May 1942.

In January 1981, portions of these subdivisions were combined to create the single-lot *Irving Estelle Subdivision*.

On March 12, 1996, the City Council approved the rezoning of Lots 7–9 of *Golden Glow Farm Subdivision* from R-1, Single-Family Residential District, to I-1, Light Industry District.

An Administrative Planned Unit Development (PUD) was approved in July 2003 for the site composing portions of Lots 10, 11, and 12 of Golden Glow Farm Subdivision to allow expansion of an existing development with multiple buildings on a single building site.

At its April 3, 2008, meeting the Planning Commission approved the *Ben Radcliff Subdivision*, combining Lot 6 of *Merwina's Shady Grove Gardens Subdivision*, Lots 10–16 of *Golden Glow Farm Subdivision*, and the single lot of the *Irving Estelle Subdivision* into three (3) lots. Concurrent requests to rezone Lots 2 and 3 from R-1 to I-1 and to amend the previously approved Administrative PUD for additional expansion of the development were also approved. The City Council adopted the rezoning on May 13, 2008, and the plat was recorded in July 2008. The site was later developed with a new office addition in accordance with the approved PUD.

In November 2008, the Planning Commission approved a Sidewalk Waiver for the *Ben Radcliff Subdivision* PUD, waiving sidewalk construction along West I-65 Service Road South and Halls Mill Road.

In April 2015, the Planning Commission approved a resubdivision of Lots 7–9 of *Golden Glow Farm Subdivision* into two (2) lots; however, the plat was never recorded, and the approval lapsed. Later that year, the Commission approved the *Middleton Subdivision*, combining Lots 7 and 8 into a single lot, recorded in February 2016.

At its July 10, 2023, meeting the Board of Zoning Adjustment denied a variance request to allow a screened six (6)-foot-tall chain-link fence to encroach within the required 25-foot front yard setback of the Middleton Subdivision lot.

The current Subdivision and Major Modification requests involve the single-lot *Middleton Subdivision* and the three (3) lots of the *Ben Radcliff Subdivision*.

There are no other Planning Commission or Board of Zoning Adjustment cases 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. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo LOTS A and B 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 – 14,000 SF AND LOT 2 – NONE.
D. 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.
E. 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.
F. 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.
G. 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.
H. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
I. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Planned Unit Development Modification

1. Show the boundary of the proposed site for the PUD. The drawing does not include the proposed LOT B of the subdivision.
2. Remove the note "THIS PORTION OF LOT 3 IS HEREBY REMOVED FROM THE PUD" shown on the drawing since there is no LOT 3 shown or listed in the proposed subdivision.
3. ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:
   a. 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).
   b. 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.
   c. 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.
   d. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
   e. 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.
   f. 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.
   g. 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 request is to subdivide Lot 3 of the Ben Radcliff Subdivision and combine the resulting parcel with Lot A of the Middleton Subdivision to create two (2) legal lots of record. The site is served by public water and sanitary sewer.

Proposed Lots A and B will front Halls Mill Road, a Minor Arterial Street requiring a 70-foot-wide right-of-way at this location. Proposed Lot A also fronts a portion of West I-65 Service Road South, an Alabama Department of Transportation (ALDOT)-maintained street that serves Interstate 65 and requires a 300-foot-wide right-of-way.

The plat currently depicts a 60-foot-wide right-of-way along Halls Mill Road and a variable right-of-way along West I-65 Service Road South. A previous 35-foot dedication from the centerline of Halls Mill Road was required for the Middleton Subdivision; therefore, the plat should be revised to depict adequate right-of-way along both proposed lots, unless the Planning Commission waives Section 6.C.9. of the Subdivision Regulations.

Although the preliminary plat shows a variable right-of-way along West I-65 Service Road South, aerial imagery and mapping data indicate that sufficient right-of-way already exists at this location. Accordingly, the Final Plat should depict the greater of either the existing right-of-way or the required 300-foot standard along West I-65 Service Road South.

Both lots abut the Montlimar Creek Drainage Canal to the west, which is shown with a 200-foot-wide right-of-way consistent with previous subdivisions of the site. This information should be retained on the Final Plat, if approved.

There is no minimum lot size requirement for properties served by public water and sanitary sewer within an I-1, Light Industry District. However, Section 5.A.2(e)(4) of the Subdivision Regulations requires each lot's area to be labeled in both square feet and acres. This information is shown on the preliminary plat and should be retained on the Final Plat, adjusted as necessary for any required dedication. Alternatively, a table with the same information may be provided on the Final Plat.

A 25-foot front yard setback line is illustrated along both street frontages, in compliance with Section 6.C.8. of the Subdivision Regulations and Article 2, Section 64-2-21.E. of the Unified Development Code (UDC) for lots in the I-1 zoning district. This information should also be retained on the Final Plat, adjusted for any required dedication.

Both lots exceed the maximum depth-to-width ratio of 3.5:1 at the front yard setback line, which is discouraged by Section 6.C.3. of the Subdivision Regulations. However, considering prior subdivision approvals for the site and similar lot configurations within the surrounding area, a waiver of Section 6.C.3. may be appropriate.

A 10-foot-wide drainage easement is shown along the rear portion of each lot, adjacent to the Montlimar Creek Drainage Canal. Therefore, a note should be required on the Final Plat stating that no structures may be constructed within any easement without the written consent of the easement holder.

Approval of this subdivision would result in a portion of proposed Lot B being located within the existing Ben Radcliff Subdivision Planned Unit Development (PUD). Because the most recently approved PUD (2008) did not identify future development plans for this portion and the area remains undeveloped, the concurrent Major Modification request seeks to remove it from the overall PUD site. Therefore, approval of the subdivision should be contingent upon approval of the associated Major Modification to the PUD to avoid creating a lot that straddles PUD boundaries. Alternatively, the applicant may elect to include the entirety of proposed Lot B within the existing PUD.

Planned Unit Development Modification

The site plan depicts the proposed modification to the property lines of Lot 3 of the Ben Radcliff Subdivision and Lot A of the Middleton Subdivision, consistent with the concurrent subdivision request. A note on the plan states that a "...portion of Lot 3 is hereby removed from the PUD." The plan also illustrates existing site improvements on the remainder of Lot 3, including several buildings utilized by the current contractor business.

As previously mentioned, approval of the associated subdivision request would result in a portion of proposed Lot B being located within the existing Planned Unit Development (PUD) that currently encompasses Lots 1–3 of the

Ben Radcliff Subdivision. Because the most recently approved PUD (2008) did not identify future development plans for this portion of the site and the area remains undeveloped, the concurrent Major Modification request seeks to remove it from the overall PUD. A detailed description of the request and associated application materials is available via the link provided on Page 1 of this report. It should be noted that no other modifications to the existing PUD are proposed at this time beyond the removal of a portion of Lot 3.

Lots 1 and 2 of the Ben Radcliff Subdivision and PUD are also undeveloped, and no site improvements are proposed on either property as part of this request.

If both the subdivision and Major PUD Modification requests are approved, the PUD boundary would be revised to include Lots 1 and 2 of the Ben Radcliff Subdivision and Lot A of the proposed Radcliff–Ice Plant Subdivision.

If approved, the Final PUD Site Plan should be revised to label the size of each lot in both square feet and acres, adjusted for any required dedication resulting from the subdivision approval. Alternatively, a table providing the same information may be included on the Final PUD Site Plan.

The required 25-foot front yard setback is illustrated along Halls Mill Road but not along West I-65 Service Road South. If approved, the 25-foot front yard setback should be depicted along all street frontages, adjusted as necessary for any required dedication resulting from the subdivision request.

Existing site improvements are illustrated on the plan and are located entirely within proposed Lot A. While no new improvements are proposed with this request, each existing building should be labeled with its square footage. Additionally, the Final PUD Site Plan should be revised to depict all other existing site features, including off-street parking areas, loading zones, driveways, and maneuvering areas.

Parking calculations for any required or existing parking should be provided in a table on the Final PUD Site Plan. All curbing and/or wheel stops should also be clearly illustrated.

Any existing dumpsters or dumpster enclosures should be shown on the Final PUD Site Plan. If curbside waste collection is provided instead, a note indicating this should be included on the plan.

It is unclear if the site was required to comply with previous tree planting and landscape area requirements; however, it appears a majority of the site was developed prior to the most recent Zoning Ordinance, and subsequent changes to the building footprint have been minimal enough not to trigger compliance with those requirements. If any tree plantings or landscape areas were required under prior approvals or permits, a note should be added to the Final PUD Site Plan stating that the site will continue to maintain compliance with those applicable requirements.

Any future development or redevelopment of the site may require additional modification of the PUD, subject to approval by the Planning Commission and City Council. A note to that effect should be placed on the Final PUD Site Plan, if approved.

A revised Modified PUD Site Plan (hard copy and PDF) should be submitted to and approved by the Planning and Zoning Department prior to recording the plan in Probate Court, as required by Section 64-5-8.B.2(f) of the Unified Development Code (UDC).

SUBDIVISION CONSIDERATIONS

Standards of Review:

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

Considerations:

If the Planning Commission considers approving the Subdivision request a waiver of Section 6.C.3. of the Subdivision Regulations will be required (for width-to-depth ratio), and the following conditions could apply:

1. Revision of the Final Plat to depict dedication sufficient to provide 35 feet from the centerline of Halls Mill Road, in compliance with Section 6.C.9. of the Subdivision Regulations;
2. Revision of the Final Plat to depict the minimum existing right-of-way width or a dedicated 300-foot-wide right-of-way, whichever is greater, along West I-65 Service Road South;
3. Retention of the 200-foot-wide right-of-way for the Montlimar Creek Drainage Canal as illustrated on the preliminary plat;
4. Retention of the lot size labels in square feet and acres on the Final Plat, adjusted for any required dedication, or provision of a table on the Final Plat with the same information;
5. Retention of the 25-foot front yard setback along both street frontages on the Final Plat, adjusted for any required dedication;
6. Provision of a note on the Final Plat stating that no structures shall be constructed in any easement without consent of the easement holder;
7. Approval of the Major Planned Unit Development Modification;
8. Compliance with all Engineering comments noted in this staff report;
9. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
10. Compliance with all Urban Forestry comments noted in this staff report; and,
11. Compliance with all Fire Department comments noted in this staff report.

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

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

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

1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
b. Includes adequate public facilities and utilities;

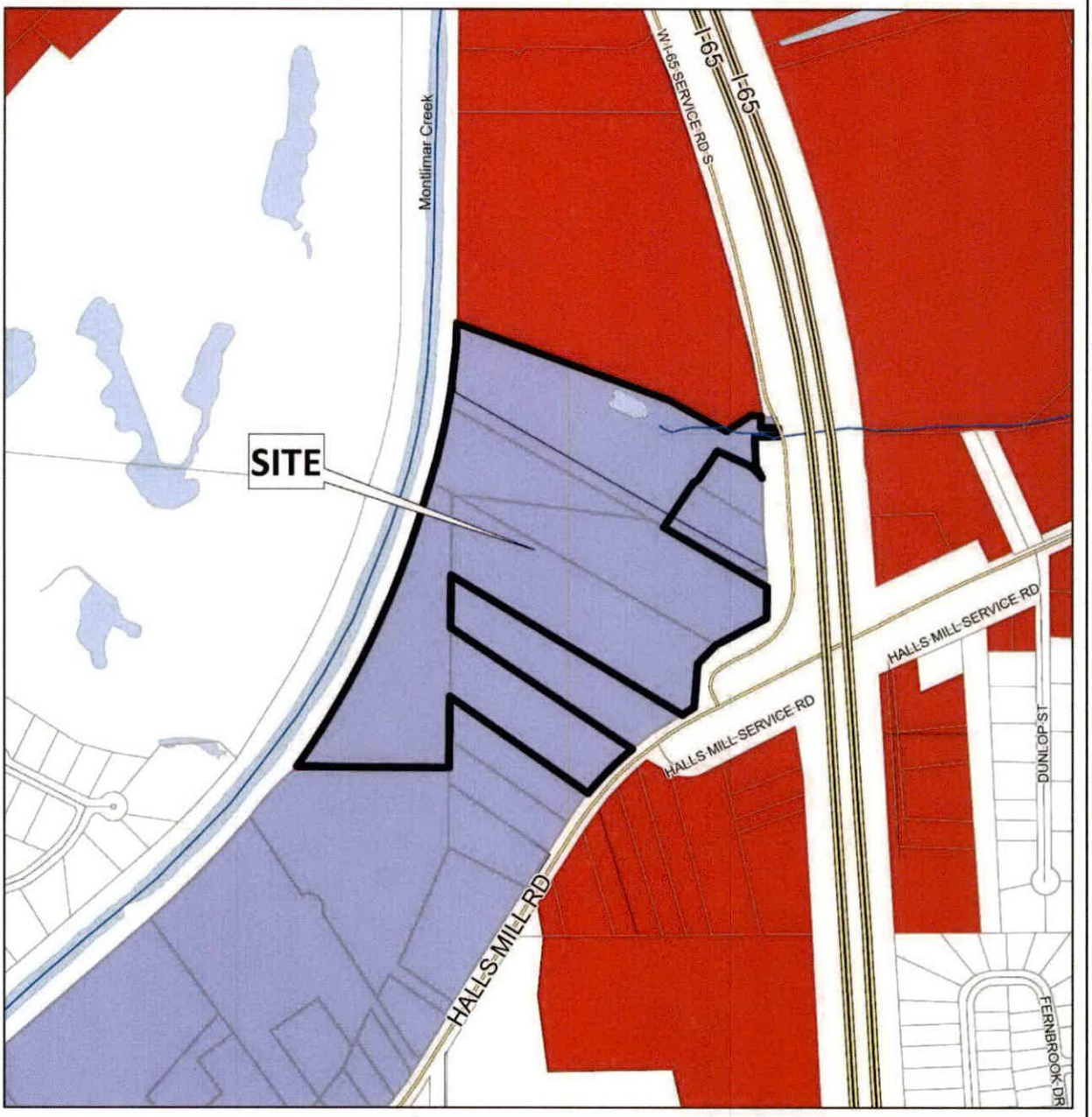
5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

Considerations:

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

1. Revision of the Final PUD Site Plan to label the size of each lot in both square feet and acres, adjusted for any required dedication resulting from the subdivision approval, or provision of a table on the Final PUD Site Plan with the same information;
2. Revision of the Final PUD Site Plan to illustrate the 25-foot front yard setback along all street frontages;
3. Revision of the Final PUD Site Plan to label each existing building with its size in square feet;
4. Revision of the Final PUD Site Plan to depict all other existing site features;
5. Provision of a table on the Final PUD Site Plan showing required and existing parking calculations;
6. Revision of the Final PUD Site Plan to illustrate any/all curbing and/or wheel stops;
7. Revision of the Final PUD Site Plan to depict any dumpsters or dumpster enclosures, or provision of a note on the Final PUD Site Plan stating curbside waste collection is utilized;
8. If any tree plantings or landscaped areas were required under prior approvals or permits, provide a note on the Final PUD Site Plan stating that the site will continue to maintain compliance with those applicable requirements;
9. Provision of a note on the Final PUD Site Plan stating that any future development or redevelopment of the site may require additional modification of the PUD, subject to Planning Commission and City Council approval;
10. Completion of the subdivision process prior to recording the Final PUD Site Plan in Probate Court;
11. Compliance with all Engineering comments noted in this staff report;
12. Compliance with all Traffic Engineering comments noted in this staff report;
13. Compliance with all Urban Forestry comments noted in this staff report;
14. Compliance with all Fire Department comments noted in this staff report;
15. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
16. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 11 DATE November 20, 2025

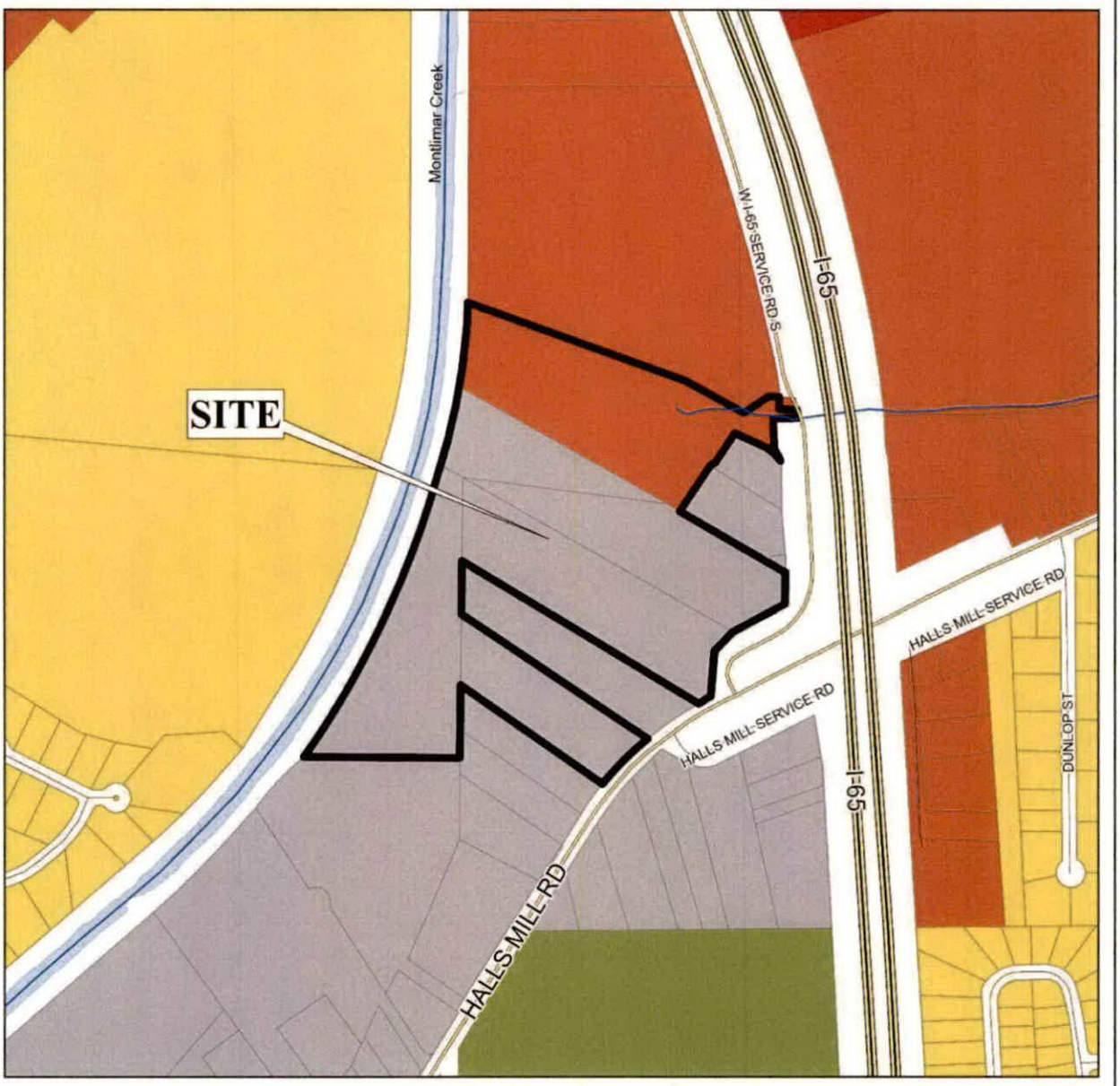
APPLICANT Radcliff-Ice Plant Subdivision

REQUEST Subdivision, PUD Modification

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 11 DATE November 20, 2025

APPLICANT Radcliff-Ice Plant Subdivision

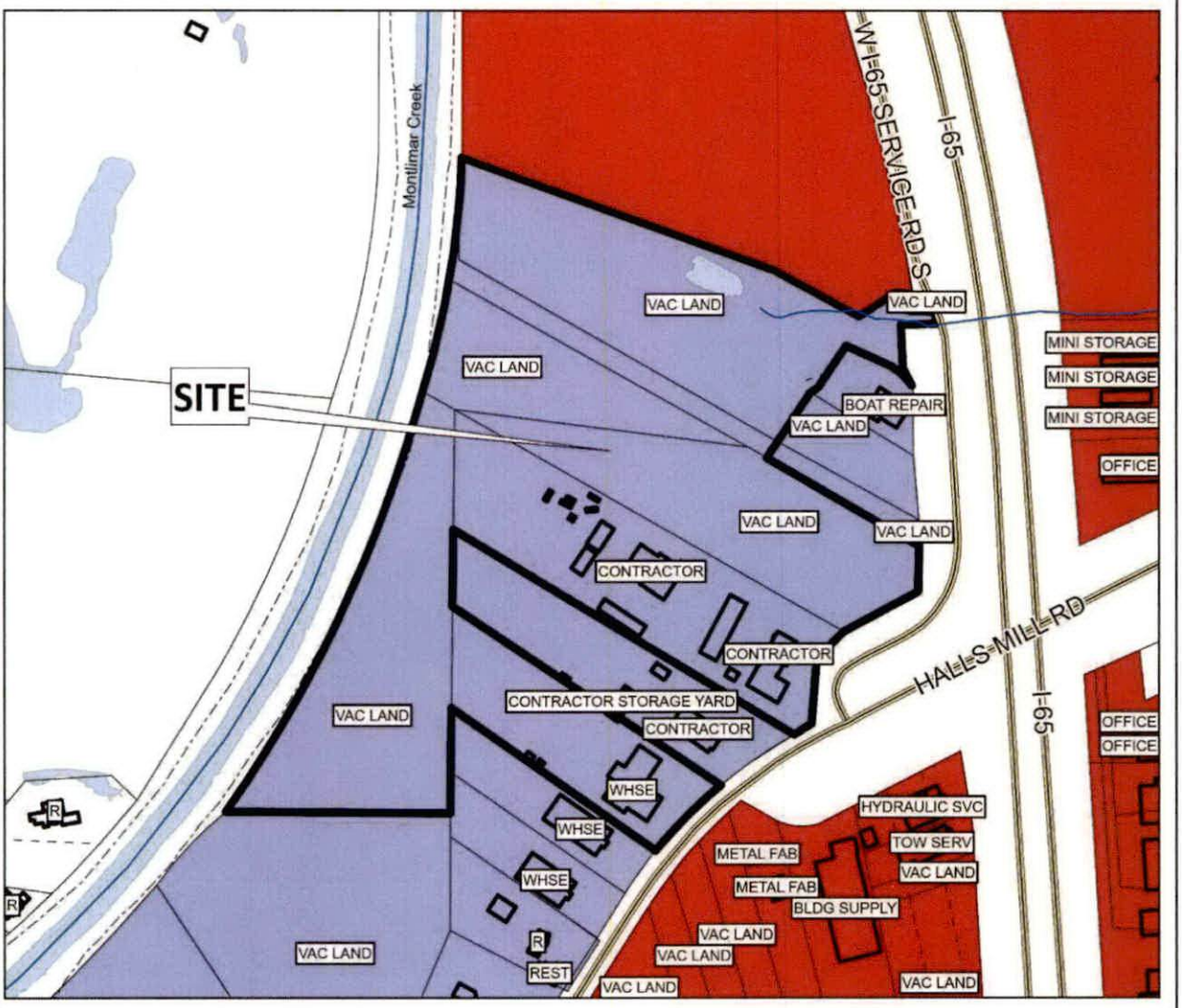
REQUEST Subdivision, PUD Modification

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial and industrial units.

APPLICATION NUMBER 11 DATE November 20, 2025

APPLICANT Radcliff-Ice Plant Subdivision

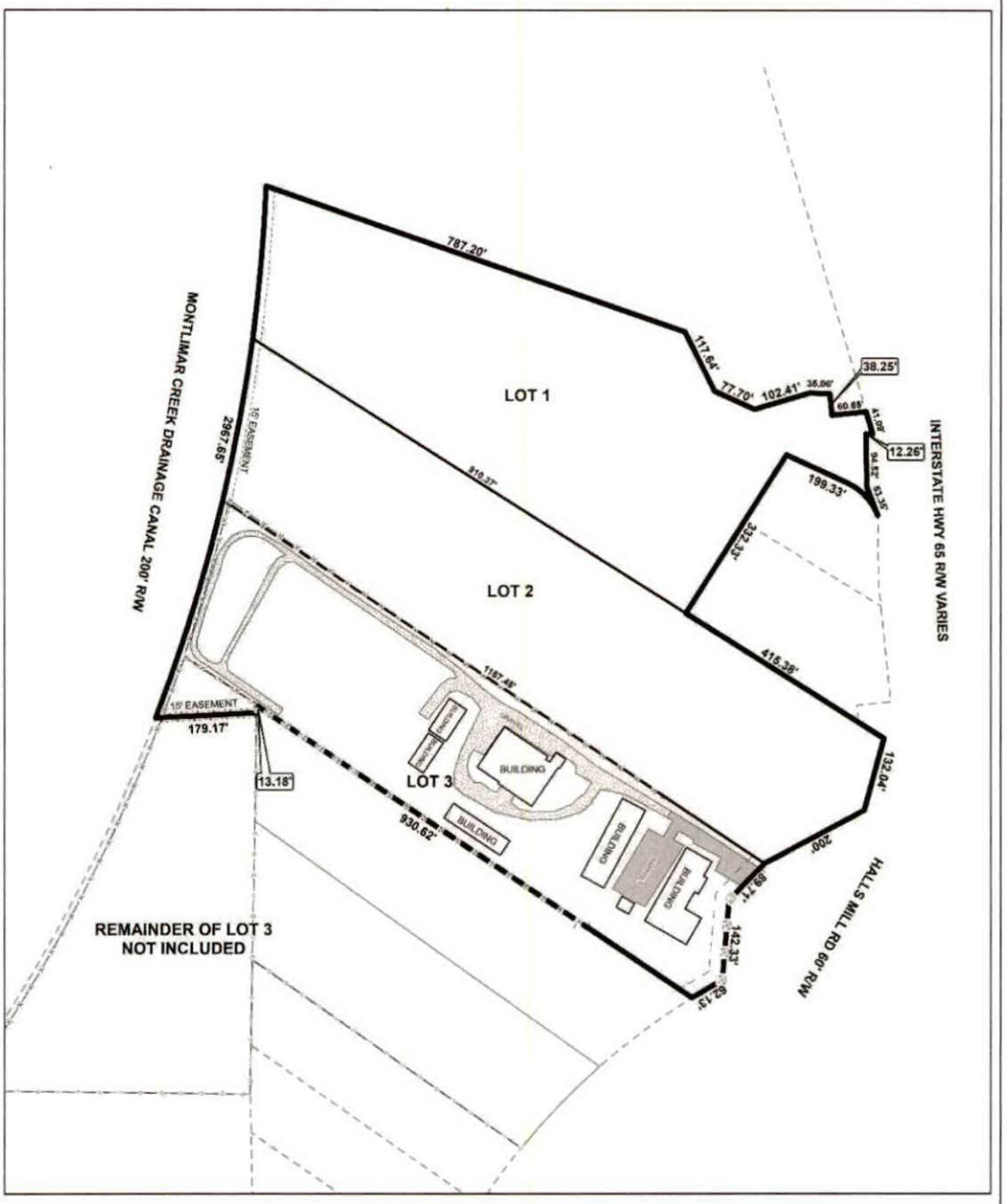
REQUEST Subdivision, PUD Modification

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

N

NTS

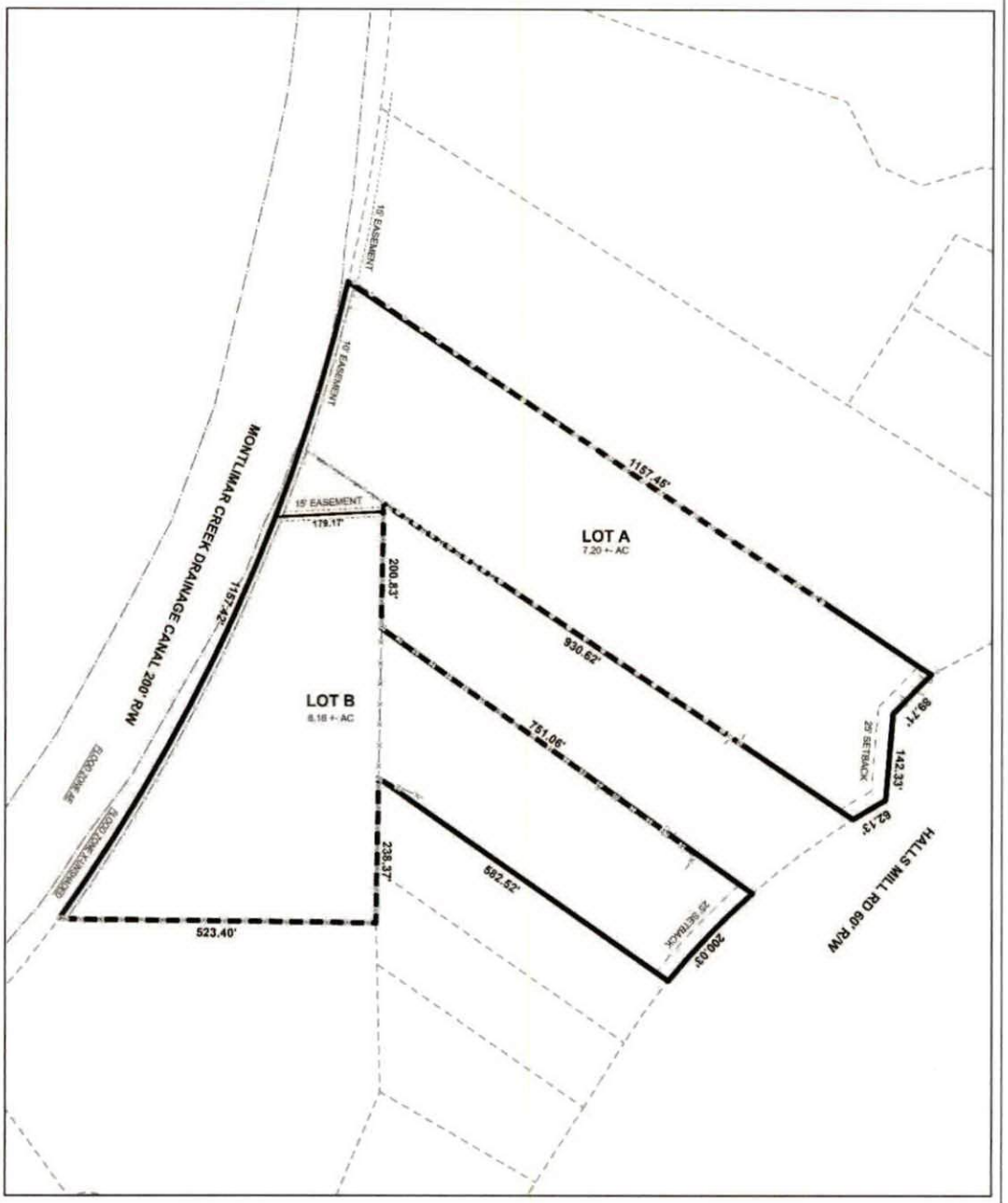
PUD SITE PLAN



The site plan illustrates exiting buildings, drives, and easements.

APPLICATION NUMBER 11 DATE November 20, 2025 APPLICANT Radcliff-Ice Plant Subdivision REQUEST Subdivision, PUD Modification	N NTS

SUBDIVISION SITE PLAN



The site plan illustrates setbacks, drives, and easements.

APPLICATION NUMBER	11	DATE	November 20, 2025
APPLICANT	Radcliff-Ice Plant Subdivision		
REQUEST	Subdivision, PUD Modification		

N

NTS

FUTURE LAND USE MAP CORRESPONDENCE TO ZONING

A primary purpose of the Future Land Use Map is to guide zoning decisions. In many cases the designation on the FLUM may match the existing use of land, but in others the designated land use may differ from what is on the ground today. For example, a parcel that is in commercial use today but designated as any of the "mixed use" types on the map could redevelop with a mix of residential and commercial uses (such as retail, office, entertainment, etc., depending on the location).

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 correspondence between the FLUM and the zoning district structure is described in the matrix below. This tool gives the City the flexibility over the long-term to determine appropriate changes to the zoning map based on various factors.

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.

Zoning correspondence matrix

■ Zoning district is appropriate to implement the future land use category.

U S Zoning district with Urban or Suburban subdistrict is appropriate to implement the future land use category.

○ Elements of the zoning district are related to the future land use category and may be appropriate with qualifications or conditions.

□ Zoning district is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

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

LIGHT INDUSTRY / BUSINESS CENTER (LI)

This land use designation applies to an array of modern, low-impact industrial uses that include assembly and processing, warehousing, distribution and wholesaling facilities. The bulk of the light industrial use must be contained within a building or facility. This designation may also include uses such as complementary offices and retail, and areas that may be regarded as "industrial business", including business administration and logistics operations for industrial concerns, building trade contractors facilities and advanced research facilities, as well as stand-alone educational, scientific and industrial research facilities, or any combination of those facilities located in light industrial and technology parks.

Development Intent

- If the use requires outside storage, the storage must be limited in area and appropriately screened from view in accordance to specific zoning requirements.
- Light industrial uses are characterized by attractive, accessible and connected development, compatible with the character of surrounding neighborhoods.
- Development may take the form of planned campuses in park-like settings or unified design corridor with consideration to factors such as site and building orientation, building design, landscaping and buffering, lighting, continuity of pedestrian networks, access and connectivity to transit and to freight transportation.
- Heavy commercial and, in some cases, high-density residential land uses may serve as transitions between LI and other, lower-intensity land use designations.
- Protection buffers may also be required.
- Higher quality building design should be encouraged at highly visible sites.

Land use mix

Primary Uses

- Light Industrial / Clean Manufacturing
- Warehousing / Logistics
- Office

Secondary Uses

- Commercial
- Civic
- Parks

Housing mix

- A range of housing may be considered but it is not intended for these areas.

Character Example









RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Modification
of Previously Approved Planning Approval
for Property Located at 6710 Old Shell Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **December 9, 2025,** a public hearing will be held on the **13th** day of **January, 2026**, at 10:30 a.m., to consider adoption of an ordinance for the proposed modification of a previously approved Planning Approval for property located at 6710 Old Shell Road.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planning Approval was approved on August 01, 1996, allowing construction of a 150-foot-tall steel monopole telecommunications tower on property located at 6710 Old Shell Road and described as follows:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 OF NOLFE SUBDIVIDION AS RECORDED IN MAP BOOK 60, PAGE 52 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; RUN THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR 50.0 FEET; RUN THENCE NORTH 89 DEGREES 35 MINUTES 03 SECONDS WEST FOR 50.0 FEET; RUN THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS FOR 50.0 FEET TO THE WEST. NORTH LINE OF SAID LOT 1 OF NOLFE SUBDIVISION; RUN THENCE SOUTH 89 DEGREES 35 MINUTES 03 SECONDS EAST ALONG THE NORTH LINE OF SAID NOLFE SUBDIVISION FOR 50.0 FEET TO THE NORTHEAST CORNER OF SAID NOLFE SUBDIVISION AND THE POINT OF BEGINNING. SAID PARCEL BEING A PORTION OF LOT 1 AND SAID NOLFE SUBDIVISION AS RECORDED IN MAP BOOK 60, PAGE 52 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE, ALABAMA AND CONTAINING 2500 SQUARE FEET MORE OR LESS.

WHEREAS, the owner of said property applied for a Major Modification of the Planning Approval on September 25, 2025, to allow construction of a 150-foot-tall steel monopole telecommunications tower, to increase the height of the telecommunications tower from 150 feet to 172.1 feet.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on November 20, 2025, and recommended approval of the Major Modification of the Planning Approval subject to the following conditions:

1. Approval of Tower Height, Tower Setback and Tower Residential Buffer Variances by the Board of Zoning Adjustment;
2. Placement of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD and Planning Approval modifications, subject to approval by the Planning Commission and City Council;

3. Compliance with all Engineering comments noted in the staff report;
4. Placement of a note on the revised site plan stating all Traffic Engineering comments noted in the staff report;
5. Compliance with all Urban Forestry comments noted in the staff report;
6. Compliance with all Fire Department comments noted in the staff report;
7. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
8. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

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

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

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

1. Approval of Tower Height, Tower Setback and Tower Residential Buffer Variances by the Board of Zoning Adjustment;
2. Placement of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD and Planning Approval modifications, subject to approval by the Planning Commission and City Council;
3. Compliance with all Engineering comments noted in the staff report;
4. Placement of a note on the revised site plan stating all Traffic Engineering comments noted in the staff report;
5. Compliance with all Urban Forestry comments noted in the staff report;
6. Compliance with all Fire Department comments noted in the staff report;
7. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
8. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 13th 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 Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 17th 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 **6710 Old Shell Road.**

The proposed amendment will modify a Planning Approval that was approved for said location on **August 01, 1996.** The owner of said property has applied for a **Major Modification of a previously approved Planning Approval allowing construction of a 150-foot-tall steel monopole telecommunications tower, to increase the height of the telecommunications tower from 150 feet to 172.1 feet.** If approved, the major modification **will allow construction of a 172.1-foot-tall steel monopole telecommunications tower,** subject to the following proposed conditions: 1. Approval of Tower Height, Tower Setback and Tower Residential Buffer Variances by the Board of Zoning Adjustment; 2. Placement of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD and Planning Approval modifications, subject to approval by the Planning Commission and City Council; 3. Compliance with all Engineering comments noted in the staff report; 4. Placement of a note on the revised site plan stating all Traffic Engineering comments noted in the staff report; 5. Compliance with all Urban Forestry comments noted in the staff report; 6. Compliance with all Fire Department comments noted in the staff report; 7. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and, 8. Full compliance with all municipal codes and ordinances.

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

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

WHEREAS, a Planning Approval was approved on August 01, 1996, **allowing construction of a 150-foot-tall steel monopole telecommunications tower** on property located at **6710 Old Shell Road** and described as follows:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 OF NOLFE SUBDIVIDION AS RECORDED IN MAP BOOK 60, PAGE 52 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; RUN THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR 50.0 FEET; RUN THENCE NORTH 89 DEGREES 35 MINUTES 03 SECONDS WEST FOR 50.0 FEET; RUN THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS FOR 50.0 FEET TO THE WEST. NORTH LINE OF SAID LOT 1 OF NOLFE SUBDIVISION; RUN THENCE SOUTH 89 DEGREES 35 MINUTES 03 SECONDS EAST ALONG THE NORTH LINE OF SAID NOLFE SUBDIVISION FOR 50.0 FEET TO THE NORTHEAST CORNER OF SAID NOLFE SUBDIVISION AND THE POINT OF BEGINNING. SAID PARCEL BEING A PORTION OF LOT 1 AND SAID NOLFE SUBDIVISION AS RECORDED IN MAP BOOK 60, PAGE 52 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE, ALABAMA AND CONTAINING 2500 SQUARE FEET MORE OR LESS.

WHEREAS, the owner of said property applied for a Major Modification of the Planning Approval on **September 25, 2025,** to **allow construction of a 150-foot-tall steel monopole telecommunications tower, to increase the height of the telecommunications tower from 150 feet to 172.1 feet.**

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on **November 20, 2025,** and recommended approval of the Major Modification of the Planning Approval subject to the following conditions:

1. Approval of Tower Height, Tower Setback and Tower Residential Buffer Variances by the Board of Zoning Adjustment;
2. Placement of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD and Planning Approval modifications, subject to approval by the Planning Commission and City Council;
3. Compliance with all Engineering comments noted in the staff report;
4. Placement of a note on the revised site plan stating all Traffic Engineering comments noted in the staff report;
5. Compliance with all Urban Forestry comments noted in the staff report;
6. Compliance with all Fire Department comments noted in the staff report;
7. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,

8. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

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

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

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

1. Approval of Tower Height, Tower Setback and Tower Residential Buffer Variances by the Board of Zoning Adjustment;
2. Placement of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD and Planning Approval modifications, subject to approval by the Planning Commission and City Council;
3. Compliance with all Engineering comments noted in the staff report;
4. Placement of a note on the revised site plan stating all Traffic Engineering comments noted in the staff report;
5. Compliance with all Urban Forestry comments noted in the staff report;
6. Compliance with all Fire Department comments noted in the staff report;
7. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
8. 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

American Tower Corporation
Amanda Novas, TruNorthe, LLC, Agent
6710 Old Shell Road
Council District 7
Gina Gregory

THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

December 4, 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 **American Tower Corporation (Amanda Novas, TruNorthe, LLC, Agent),** for a Major Modification of a previously approved Planning Approval allowing construction of a 150-foot-tall steel monopole telecommunications tower, to increase the height of the telecommunications tower from 150 feet to 172.1 feet for the property located at **6710 Old Shell Road**.

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

1. Approval of Tower Height, Tower Setback and Tower Residential Buffer Variances by the Board of Zoning Adjustment;
2. Placement of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD and Planning Approval modifications, subject to approval by the Planning Commission and City Council;
3. Compliance with all Engineering comments noted in the staff report;
4. Placement of a note on the revised site plan stating all Traffic Engineering comments noted in the staff report;
5. Compliance with all Urban Forestry comments noted in the staff report;
6. Compliance with all Fire Department comments noted in the staff report;
7. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
8. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

November 24, 2025

American Tower Corporation
ATTN: Amanda Novas
10 Presidential Way
Woburn, MA 01801

Re: 6710 Old Shell Road
MOD-003487-2025
American Tower Corporation (Amanda Novas, TruNorthe, LLC, Agent)
District 7
Major Modification of a previously approved Planning Approval allowing construction of a 150-foot-tall steel monopole telecommunications tower, to increase the height of the telecommunications tower from 150 feet to 172.1 feet.

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 Findings of Fact to support modification of the previously approved Planning Approval:

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

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

1. Approval of Tower Height, Tower Setback and Tower Residential Buffer Variances by the Board of Zoning Adjustment;
2. Placement of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD and Planning Approval modifications, subject to approval by the Planning Commission and City Council;
3. Compliance with all Engineering comments noted in the staff report;
4. Placement of a note on the revised site plan stating all Traffic Engineering comments noted in the staff report;
5. Compliance with all Urban Forestry comments noted in the staff report;
6. Compliance with all Fire Department comments noted in the staff report;
7. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
8. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **$490.20.** 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
Stephen Guthrie
Deputy Director of Planning and Zoning

City of Mobile · Planning & Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits** Checklist A

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

☐ **Planned Development** Checklist C

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

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

---

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

	Applicant	Agent (If Applicable)
Name:	American Tower Corporation	Amanda Novas
Firm:		TruNorthe LLC
Phone:	786-301-6132	786-301-6132
Email:	anovas@trunorthe.com	anovas@trunorthe.com
Address:	10 Presidential Way Woburn, MA 01801	1765 Sidewinder Drive, Park City UT 84060

	Owner	Design Professional
Name:	DAC Properties INC	Jeremy Sharit
Firm:		SMW Engineering Group Inc
Phone:	786-301-6132	205-252-6985
Email:	anovas@trunorthe.com	anovas@trunorthe.com
Address:	6710 Old Shell Road Mobiel AL	158 Business Center Drive, Birmingham AL 35244

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

6710 Old Shell Road Mobile AL 36608
Property Address

Property Area (acres or square feet)

Parcel Number(s) or Key Number(s)

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

amanda novas
Applicant or Agent Signature (if applicable)

9/25/2025
Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION

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

amanda novas
Applicant or Agent Signature

9/25/2025
Date

CHECKLIST D
Previously approved Planning Approvals and Planned Unit Developments

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

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

☒ Planning Commission Application

☐ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

---

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

   ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNMENT AUTHORITIES. NOTHING IN THESEPLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

   1. ANSI/TIA/EIA: STRUCTURAL STANDARDS (222-H EDITION) 2. INTERNATIONAL BUILDING CODE (2012 IBC)

   _____

   Future Land Use Map (FLUM) Designation

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

   The existing tower would require this modification in order to satisfy the structural requirements to complete the cell tower upgrade for BLDC-155862-2025

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

   This proposal should not impact 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)
     existing tower structure is 149.1' - this modification is proposing to raise the 172.1'
   - The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
     there is no landscaping or shrubs within the fenced in cell tower facility
   - Lighting:
     No lighting
   - Hours of operation:
     Unmanned facility
   - 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.
   A cell tower extension will not affect these specified elements.

8. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.
   THE PROJECT DEPICTED IN THESE PLANS QUALIFIES AS AN ELIGIBLE FACILITIES REQUEST ENTITLED TO EXPEDITED REVIEW UNDER 47 U.S.C. §1455(A) AS A MODIFICATION OF AN EXISTING WIRELESS TOWER THAT INVOLVES THE COLLOCATION, REMOVAL, AND/OR REPLACEMENT OF TRANSMISSION EQUIPMENT THAT IS NOT A SUBSTANTIAL CHANGE UNDER CFR § 1.6100 (B)(7)

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project ATC 412671 OLD SHELL ROAD TOWER EXTENSION

Address 6710 Old Shell Road

Owner American Tower Corporation

Address 10 Presidential Way, Woburn MA Zip Code 01801

Phone 7863016132 Fax _____ Email anovas@trunorthe.com

Authorized Agent Amanda Novas

Address 1765 Sidewinder Drive, Park City UT Zip Code 84060

Phone 7863016132 Fax _____ Email anovas@trunorthe.com

Contractor CommStructures, Inc.

Address 101 E. Roberts Rd. Pensacola, FL Zip Code 32534

Phone (850)-968-9293 ext 18 Fax _____ Email tmitchell@commstructures.com

Civil Engineer _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Architect _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Submitted by:

amanda novas — Signature

Amanda Novas — Print

9/25/2025 — Date

Project Coordinator — Affiliation to project/Organization

2016022843 1/17
Bk: LR7373 Pg:1890
Document Type:
LAEX

Mobile County,Alabama
Bk: LR7373 Pg:1890
filed on : 04/29/2016 11:52:52 AM
Don Davis, Probate Judge
Deed Tax : $61.50
Mortgage Tax: $.00
Mineral Tax : $.00
No Tax : $.00
Judge Fee : $.00
SR Fee: $2.00
Surcharge Fee: $10.00
Recording Fee: $43.50
Total : $117.00

2016022843
Bk: LR7373 Pg:1890

Space Above Line Reserved For Recorder's Use

Prepared by & Return to:
Anthony Rosa, Esq.
ATC Sequoia LLC
10 Presidential Way
Woburn, MA 01801

Lease Terms: 1 Time payment of $112,200 of full consideration for 22 year lease. Taxes based on $61,384.34 based on AL tax lease chart 8% discount factor.

Parcel ID # R022804174000002

MEMORANDUM OF LEASE

This Memorandum of Lease (this "*Memorandum*") is entered into on this 9 day of March, 2016 by and between Verizon Wireless Personal Communications LP, a Delaware limited partnership, d/b/a Verizon Wireless, with an office at c/o Verizon Wireless, 180 Washington Valley Road, Bedminster, New Jersey (hereinafter referred to as "*LESSOR*"), and ATC Sequoia LLC, a Delaware limited liability company with an office at 10 Presidential Way, Woburn, MA (hereinafter referred to as "*LESSEE*").

1. LESSOR, LESSEE, Verizon Communications Inc., a Delaware corporation, as guarantor, and the other Verizon Lessors entered into a Master Prepaid Lease ("*MPL*") with an effective date of March 27, 2015, for the purpose of LESSEE managing, operating and maintaining the site legally described in Attachment 1 annexed hereto (the "*Site*"). All of the foregoing is set forth in the MPL.

2. The term of the MPL as to the Site commences on March 27, 2015 and ends on March 26, 2038, unless earlier terminated in accordance with the MPL.

3. LESSOR has granted LESSEE a limited power of attorney (the "*Limited Power of Attorney*"), to, among other things, prepare, negotiate, execute, deliver, record and/or file documents on behalf of LESSOR, all as more particularly described in the Limited Power of Attorney, a copy of which is attached hereto as Attachment 2 and incorporated herein by this reference.

ATC Site Number: 412671
VZW Site Number: 136091

Capitalized terms used and not defined herein have the respective meanings ascribed to them in the MPL.

This Memorandum may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

The duplicate original copies of the MPL are held at LESSOR'S and LESSEE'S addresses set forth above.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Lease as of the day and year first above written.

LESSOR:	**LESSEE**:
By ATC Sequoia LLC As Attorney in Fact for Verizon Wireless Personal Communications LP d/b/a Verizon Wireless	ATC Sequoia LLC
By: _____	By: _____
Shawn Lanier	Edward P. Maggio, Jr.
Title: Vice President, Legal, US Tower	Title: Senior Counsel, US Tower
Date: 3-8-16	Date: 3/9/16
WITNESSES:	**WITNESSES**:
By: _____ (Signature)	By: _____ (Signature)
MONTSERRAT MORENO (Print)	MONTSERRAT MORENO (Print)
By: _____ (Signature)	By: _____ (Signature)
NANCY VOLEL (Print)	NANCY VOLEL (Print)

ATC Site Number: 412671
VZW Site Number: 136091

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF MIDDLESEX)

On this 8 of March, 2016, before me, Michelle Doherty the undersigned notary public, personally appeared Shawn Lanier, Vice President, Legal of ATC Sequoia LLC as attorney in fact for Verizon Wireless Personal Communications LP, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it as voluntarily for its stated purpose.

Dated: 3-8-2016

MICHELLE DOHERTY
Notary Public
Commonwealth of Massachusetts
My Commission Expires
May 5, 2017

(Use this space for notary stamp/seal)

Michelle Doherty
Notary Public
Print Name Michelle Doherty
My commission expires May 5, 2017

ATC Site Number: 412671
VZW Site Number: 136091

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF MIDDLESEX)

On this 9 of March, 2016, before me, Michelle Doherty the undersigned notary public, personally appeared Edward P. Maggio, Jr., Senior Counsel of ATC Sequoia LLC proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it as voluntarily for its stated purpose.

Dated: 3-9-2016

MICHELLE DOHERTY
Notary Public
Commonwealth of Massachusetts
My Commission Expires
May 5, 2017

(Use this space for notary stamp/seal)

Michelle Doherty
Notary Public
Print Name Michelle Doherty
My commission expires May 5, 2017

ATC Site Number: 412671
VZW Site Number: 136091

ATC Site Number: 412671
VZW Site Number: 136091

MEMORANDUM OF LEASE
ATTACHMENT 1
LEGAL DESCRIPTION OF LAND

The Lease Area is approximately 2,500 square feet, more or less, and is described as follows:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 OF NOLFE SUBDIVISION AS RECORDED IN MAP BOOK 60, PAGE 52 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, RUN THENCE SOUTH 00°00'00" EAST FOR 50.0 FEET; RUN THENCE NORTH 89° 35'03" WEST FOR 50.0 FEET; THENCE RUN NORTH 00°00'00" WEST FOR 50.0 FEET TO THE NORTH LINE OF SAID LOT 1 OF NOLFE SUBDIVISION; RUN THENCE SOUTH 89°35'03" EAST ALONG THE NORTH LINE OF SAID NOLFE SUBDIVISION FOR 50.0 FEET TO THE NORTHEAST CORNER OF SAID NOLFE SUBDIVISION AND THE POINT OF BEGINNING. SAID PARCEL BEING A PORTION OF LOT 1 OF SAID NOLFE SUBDIVISION AS RECORDED IN MAP BOOK 60, PAGE 52 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE, ALABAMA AND CONTAINING 2500 SQUARE FEET MORE OR LESS.

ACCESS EASEMENT

COMMENCE AT THE NORTHEAST CORNER OF LOT 1 OF NOLFE SUBDIVISION AS RECORDED IN MAP BOOK 60, PAGE 52 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; RUN THENCE SOUTH 00° 00'00" EAST FOR 50.0 FEET TO THE POINT OF BEGINNING; RUN THENCE SOUTH 00°00'00" WEST FOR 387.56 FEET TO THE NORTH RIGHT OF WAY OF OLD SHELL ROAD; RUN THENCE IN A NORTHWESTERLY DIRECTION ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 11,429.16 FEET FOR AN ARC DISTANCE OF 20.33 FEET, A CHORD OF NORTH 79°42'57" WEST FOR 20.33 FEET; RUN THENCE NORTH 00°00'00" EAST FOR 384.08 FEET; RUN THENCE SOUTH 89°35'03" EAST FOR 20.0 FEET TO THE POINT OF BEGINNING.

SUBJECT TO A 20 FEET WIDENING STRIP DEDICATED TO THE CITY OF MOBILE FOR WIDENING OF OLD SHELL ROAD AS PER PLAT OF NOLFE SUBDIVISION AS RECORDED IN MAP BOOK 60, PAGE 52 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA

Tax Parcel ID #: R022804174000002

For reference see Short Form Lease recorded on 10/08/1996 as Instrument No. 96069598 in Book 4403 at Page 1433.

MEMORANDUM OF LEASE
ATTACHMENT 2
LIMITED POWER OF ATTORNEY

[Limited Power of Attorney to follow]

ATC Site Number: 412671
VZW Site Number: 136091

LIMITED POWER OF ATTORNEY

March 27, 2015

KNOW ALL PERSONS BY THESE PRESENTS THAT each of the Persons identified on Schedule A attached hereto as a Verizon Company (collectively, the "*Companies*" and each, a "*Company*"), does hereby grant ATC Sequoia LLC, a Delaware limited liability company ("*Tower Operator*"), this Limited Power of Attorney and does hereby make, constitute and appoint Tower Operator, acting through any of its designated officers and agents, as its true and lawful attorney-in-fact, for it and in its name, place and stead

(i) to prepare, review, negotiate, execute, purchase, take assignment of, deliver, record, and/or file:

- any waiver, amendment, extension or renewal of and/or to any Ground Lease, any new Ground Lease, any non-disturbance agreement and any other agreement reasonably required to effectuate the extension of the term of possession of any Ground Lease (which may include adding or modifying other terms and provisions of such agreements that Tower Operator, in its reasonable business judgment, determines are desirable or necessary) or any other document relating to or evidencing any Ground Lease or new Ground Lease required for Tower Operator's operation of a Site, that (A) Tower Operator determines in good faith is on commercially reasonable terms, (B) is of a nature and on terms to which Tower Operator would agree (in light of the circumstances and conditions that exist at such time) in the normal course of business if it were the direct lessee under the related Ground Lease rather than a sublessee thereof pursuant to this Agreement, and (C) does not reduce the rights of any Company or Affiliate thereof with respect to the Site or its use of the Site or impose additional obligations on any Company or Affiliate thereof;

- any waiver, amendment, modification, extension or renewal of any Collocation Agreement, any new site supplement or site sublease or any other document relating to any Collocation Agreement; or

- any other document contemplated and permitted by the Master Prepaid Lease or the Management Agreement or necessary to give effect to the intent of the Master Prepaid Lease or the Management Agreement or the transactions contemplated by the Master Prepaid Lease, the Management Agreement or the other Transaction Documents referred to in the Master Prepaid Lease.

(ii) to prepare, negotiate, execute, deliver and/or submit any applications or requests for Governmental Approvals, including, without limitation with respect to Zoning Laws, related to operating the site or to support the needs of a Tower Subtenant.

All parties dealing with Tower Operator, in its capacity as attorney-in-fact hereunder, in connection with the undersigned parties' affairs as described herein, may fully rely upon the power and authority of Tower Operator, in its capacity as attorney-in-fact hereunder, to act for

the undersigned and on the undersigned parties' behalf and in the undersigned parties' names, and may accept and rely upon the documents and agreements entered into, executed, sent, delivered, recorded, and/or filed by Tower Operator, in its capacity as attorney-in-fact hereunder.

For purposes of this Limited Power of Attorney, the following capitalized terms shall have the following meanings:

"*Available Space*" means, as to any wireless communications site, the portion of the communications towers or other support structures on the wireless communications sites from time to time and the tracts, pieces or parcels of land constituting such wireless communications site, together with all easements, rights of way and other rights appurtenant thereto not constituting certain space occupied by the Companies that is available for lease to or collocation by any Tower Subtenant and all rights appurtenant to such portion, space or area.

"*Collocation Agreement*" shall mean an agreement, including master leases, between any Company or Tower Operator, on the one hand, and a third party, on the other hand, pursuant to which such Company or Tower Operator, as applicable, rents or licenses to such third party space at any wireless communications site (including space on a communications tower), including all amendments, modifications, supplements, assignments, guaranties, side letters and other documents related thereto.

"*Governmental Approvals*" means all licenses, permits, franchises, certifications, waivers, variances, registrations, consents, approvals, qualifications, determinations and other authorizations to, from or with any Governmental Authority.

"*Governmental Authority*" means, with respect to the Companies or any wireless communications site, any foreign, domestic, federal, territorial, state, tribal or local governmental authority, administrative body, quasi-governmental authority, court, government or self-regulatory organization, commission, board, administrative hearing body, arbitration panel, tribunal or any regulatory, administrative or other agency, or any political or other subdivision, department or branch of any of the foregoing, in each case having jurisdiction over the Companies or any in any wireless communications site.

"*Ground Lease*" shall mean the ground lease, sublease, easement, license or other agreement or document pursuant to which any Company holds a leasehold or subleasehold interest, leasehold or subleasehold estate, easement, license, sublicense or other interest in any wireless communications site, together with any extensions of the term thereof (whether by exercise of any right or option contained therein or by execution of a new ground lease or other instrument providing for the use of such wireless communications site), and including all amendments, modifications, supplements, assignments, guarantees, side letters and other documents related thereto.

"*Law*" means any federal, state or local law, statute, common law, rule, code, regulation, ordinance or administrative, judicial, or regulatory injunction, order, decree, judgment, sanction, award or writ of any nature of, or issued by, any Governmental Authority.

"***Management Agreement***" shall mean the Management Agreement dated as of March 27, 2015, among Tower Operator, the Companies party thereto and the other parties thereto.

"***Master Prepaid Lease***" shall mean the Master Prepaid Lease dated as of March 27, 2015, among the Companies party thereto, Verizon Communications Inc., a Delaware corporation, as guarantor, and Tower Operator and the other parties thereto.

"***Tower Subtenant***" means, as to any wireless communications site, any individual, corporation, limited liability company, partnership, association, trust or any other entity or organization (other than the Companies) that (i) is a "sublessee", "licensee" or "sublicensee" under any Collocation Agreement affecting the right to use the Available Space at such wireless communications site (prior to the effective date of the Master Prepaid Lease); or (ii) subleases, licenses, sublicenses or otherwise acquires from Tower Operator the right to use Available Space at such wireless communications site (from and after the effective date of the Master Prepaid Lease).

"***Transaction Documents***" means, Memorandum of Agreements, the Master Agreement, the Master Lease Agreement, the Sale Site MLA, the Collateral Agreements and all other documents to be executed by the parties in connection with the consummation of transactions contemplated by the Master Agreement, the Master Lease Agreement, the Sale Site MLA and this Agreement.

"***Zoning Laws***" means any zoning, land use or similar Laws, including Laws relating to the use or occupancy of any communications towers or property, building codes, development orders, zoning ordinances, historic preservation laws and land use regulations.

Tower Operator hereby agrees to use this Limited Power of Attorney in accordance with and subject to the terms and conditions of the Master Prepaid Lease and the Management Agreement, acknowledges that this Limited Power of Attorney only applies to those wireless communications sites subject to such agreements, agrees that this Limited Power of Attorney is subject to the indemnification provisions of Section 4(b)(v) of the Master Prepaid Lease, and understands and agrees that this Limited Power of Attorney may be revoked and terminated in accordance with Sections 4(b)(iv), 5(d) or 6(c) of the Master Prepaid Lease. The parties acknowledge and agree that, unless earlier revoked and terminated in accordance with such provisions of the Master Prepaid Lease, this Limited Power of Attorney with respect to any particular site shall expire at the end of the term for the applicable wireless communications site as set forth in Section 9(a) of the Master Prepaid Lease.

Each of the Companies hereby acknowledges and agrees that Tower Operator may derive benefit, either directly or indirectly, tangible or intangible, or for full or nominal consideration, from or in connection with the amendments and the closing of the same and hereby expressly agrees that nothing contained in this Limited Power of Attorney instrument shall prohibit or be construed or deemed to prohibit the derivation of such benefit by Tower Operator.

This Limited Power of Attorney may not be used by Tower Operator to execute on behalf of any Company any of the following:

- any document that provides for the acquisition of a fee simple interest in real property or the purchase of assets by Tower Operator in the name of such Company or any of its affiliates;

- any document that provides for the incurrence of indebtedness for borrowed money in the name of, of any guarantee by, such Company or any of its affiliates, or purports to grant any mortgage, pledge or other security interest on the interest of such Company or any of its affiliates;

- any document that is between or among Tower Operator or any of its affiliates, on the one hand, and such Company or any of its affiliates, on the other hand; provided that powers of attorney used for recording, in each County and State, all memoranda of lease, sublease and management agreements contemplated by the Master Prepaid Lease or any other Transaction Document referred to in the Master Prepaid Lease shall be excluded from this exception;

- any document that would permit a party to (i) interfere with any Company's or any Company's affiliates' operations or communications equipment at a Site or (ii) interfere with or cause a cessation of any Company's or any Company's affiliates' services at a Site;

- any document the execution or entering in of which is not expressly authorized by the terms of this Limited Power of Attorney; or

- any document that settles or compromises any dispute unrelated to a Ground Lease or any dispute between Tower Operator and any Company or its affiliates related to a Ground Lease.

Each of the Companies and Tower Operator hereby acknowledge and agree that this Limited Power of Attorney may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though Companies and Tower Operator are not signatories to the original or the same counterpart. Companies and Tower Operator agree that a photocopy or otherwise electronically reproduction of this Limited Power of Attorney may be relied upon by a third party as an original.

[Signature Page Follows]

IN WITNESS WHEREOF, each party has caused its name to be subscribed hereto by its duly authorized officer this 17 day of April, 2015.

WITNESSES:

Name: Margaret Salemi

Name: CAROL A. TODD

COMPANIES:

ON BEHALF OF EACH OF THE COMPANIES LISTED ON SCHEDULE A

By:
Name: Michael Haberman
Title: Authorized Signatory

STATE OF NEW JERSEY)
) ss.:
COUNTY OF SOMERSET)

Be it remembered that on the 17th day of April, 2015, before me, the undersigned Notary Public, personally appeared Michael Haberman personally known to me (or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument) and this person acknowledged under oath, to my satisfaction that:

(a) he is the Authorized Signatory of the entities named as Companies in the attached instrument, as set forth on Schedule A to said instrument;

(b) he is authorized to execute the attached instrument on behalf of the Companies;

(c) he executed the attached instrument on behalf of and as the act of the Companies; and

(d) the attached instrument was signed and made by the Companies as each of their duly authorized and voluntary act.

Witness my hand and official seal.

Notary

[NOTARIAL SEAL]

My Commission Expires:

LUANNE DE ROSE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 4/12/2016

[Signature Page to Power of Attorney]

IN WITNESS WHEREOF, each party has caused its name to be subscribed hereto by its duly authorized officer this 22 day of April 2015.

WITNESSES:

Cathy O'Neil
Name: Anthony V. Rosa

Rachel J. Lee
Name: Rachel Murray

TOWER OPERATOR:

By: Edmund DiSanto
Name: Edmund DiSanto
Title: Executive Vice President, General Counsel & Chief Administrative Officer

COMMONWEALTH OF MASSACHUSETTS)
) ss.:
COUNTY OF SUFFOLK)

Be it remembered that on the 22 day of April, 2015, before me, the undersigned Notary Public, personally appeared Edmund DiSanto, personally known to me (or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and this person acknowledged under oath, to my satisfaction that:

(a) he is the Executive Vice President, General Counsel & Chief Administrative Officer of the entity authorized to sign on behalf of the entity named as Tower Operator in the attached instrument;

(b) he is authorized to execute the attached instrument on behalf of the Tower Operator;

(c) he executed the attached instrument on behalf of and as the act of the Tower Operator; and

(d) the attached instrument was signed and made by Tower Operator a duly authorized and voluntary act.

Witness my hand and official seal.

Notary

[NOTARIAL SEAL]

CHRISTINE M. BRENNAN
Notary Public
Commonwealth of Massachusetts
My Commission Expires July 10, 2020

My Commission Expires: July 10, 2020

[Signature Page to Power of Attorney]

Schedule A

COMPANIES

Allentown SMSA Limited Partnership
Alltel Central Arkansas Cellular Limited Partnership
Alltel Communications of Arkansas RSA #12 Cellular Limited Partnership
Alltel Communications of LaCrosse Limited Partnership
Alltel Communications of Mississippi RSA #2, Inc.
Alltel Communications of North Carolina Limited Partnership
Alltel Communications of Nebraska LLC
Alltel Communications of Saginaw MSA Limited Partnership
Alltel Communications Southwest Holdings, Inc.
Alltel Communications Wireless of Louisiana, Inc.
Alltel Communications Wireless, Inc.
Alltel Communications, LLC
Alltel Northern Arkansas RSA Limited Partnership
Anderson CellTelCo
Athens Cellular, Inc.
Bell Atlantic Mobile of Massachusetts Corporation, Ltd.
Bell Atlantic Mobile of Rochester, L.P.
Binghamton MSA Limited Partnership
Bismarck MSA Limited Partnership
California RSA No. 4 Limited Partnership
California RSA No. 3 Limited Partnership
Cellco Partnership
Cellular Inc. Network Corporation
Charleston-North Charleston MSA Limited Partnership
Chicago SMSA Limited Partnership
Colorado 7-Saguache Limited Partnership
Colorado RSA No. 3 Limited Partnership
Dallas MTA, L.P.
Danville Cellular Telephone Company Limited Partnership
Dubuque MSA Limited Partnership
Duluth MSA Limited Partnership

Fayetteville MSA Limited Partnership
Fresno MSA Limited Partnership
Gadsden CellTelCo Partnership
Gila River Cellular General Partnership
Gold Creek Cellular of Montana Limited Partnership
GTE Mobilnet of California Limited Partnership
GTE Mobilnet of Fort Wayne Limited Partnership
GTE Mobilnet of Indiana Limited Partnership
GTE Mobilnet of Indiana RSA #3 Limited Partnership
GTE Mobilnet of Santa Barbara Limited Partnership
GTE Mobilnet of South Texas Limited Partnership
GTE Mobilnet of Terre Haute Limited Partnership
GTE Mobilnet of Texas RSA #17 Limited Partnership
GTE Wireless of the Midwest Incorporated
GTE Mobilnet of Florence, Alabama Incorporated
Idaho 6-Clark Limited Partnership
Idaho RSA No. 2 Limited Partnership
Idaho RSA 3 Limited Partnership
Illinois RSA 1 Limited Partnership
Illinois RSA 6 and 7 Limited Partnership
Illinois SMSA Limited Partnership
Indiana RSA 2 Limited Partnership
Iowa 8-Monona Limited Partnership
Iowa RSA No. 4 Limited Partnership
Iowa RSA 5 Limited Partnership
Jackson Cellular Telephone Co., Inc.
Kentucky RSA No. 1 Partnership
Lafayette Cellular Telephone Company
Los Angeles SMSA Limited Partnership
Michigan RSA #9 Limited Partnership
Missouri RSA #15 Limited Partnership
Missouri RSA 2 Limited Partnership
Missouri RSA 4 Limited Partnership
Modoc RSA Limited Partnership
Muskegon Cellular Partnership
North Central RSA 2 of North Dakota Limited Partnership

New Hampshire RSA 2 Partnership
New Mexico RSA 3 Limited Partnership
New Mexico RSA No. 5 Limited Partnership
New Mexico RSA 6-I Partnership
New Par
New York RSA No. 3 Cellular Partnership
New York SMSA Limited Partnership
North Dakota RSA No. 3 Limited Partnership
North Dakota 5-Kidder Limited Partnership
Northeast Pennsylvania SMSA Limited Partnership
Northern New Mexico Limited Partnership
Northwest Arkansas RSA Limited Partnership
Northwest Dakota Cellular of North Dakota Limited Partnership
NYNEX Mobile Limited Partnership 1
NYNEX Mobile Limited Partnership 2
NYNEX Mobile of New York, L.P.
Oklahoma RSA No. 4 South Partnership
Omaha Cellular Telephone Company
Orange County-Poughkeepsie Limited Partnership
Pascagoula Cellular Partnership
Pennsylvania RSA 1 Limited Partnership
Pennsylvania 3 Sector 2 Limited Partnership
Pennsylvania 4 Sector 2 Limited Partnership
Pennsylvania RSA No. 6 (I) Limited Partnership
Pennsylvania RSA No. 6 (II) Limited Partnership
Petersburg Cellular Partnership
Pittsburgh SMSA Limited Partnership
Pittsfield Cellular Telephone Company
Portland Cellular Partnership
Redding MSA Limited Partnership
Rockford MSA Limited Partnership
RSA 7 Limited Partnership
Rural Cellular Corporation
Sacramento-Valley Limited Partnership
San Antonio MTA, L.P.
San Isabel Cellular of Colorado Limited Partnership
Seattle SMSA Limited Partnership
Sioux City MSA Limited Partnership
Southern Indiana RSA Limited Partnership
Southwestco Wireless, L.P.

Springfield Cellular Telephone Company
St. Joseph CellTelCo
Syracuse SMSA Limited Partnership
Texas RSA 7B2 Limited Partnership
Texas RSA #11B Limited Partnership
Topeka Cellular Telephone Company, Inc.
Tuscaloosa Cellular Partnership
Tyler/Longview/Marshall MSA Limited Partnership
Upstate Cellular Network
Verizon Wireless (VAW) LLC
Verizon Wireless of the East LP
Vermont RSA Limited Partnership
Virginia 10 RSA Limited Partnership
Virginia RSA 2 Limited Partnership
Virginia RSA 5 Limited Partnership
Verizon Wireless Personal Communications LP
Verizon Wireless Tennessee Partnership
Wasatch Utah RSA No. 2 Limited Partnership
Waterloo MSA Limited Partnership
Wisconsin RSA #1 Limited Partnership
Wisconsin RSA #2 Partnership
Wisconsin RSA #6 Partnership, LLP
Wisconsin RSA No. 8 Limited Partnership
WWC Texas RSA LLC
Wyoming 1-Park Limited Partnership

THE FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (this "***Amendment***") is made effective as of the latter signature date hereof (the "***Effective Date***") by and between **DAT HOLDINGS LLC**, an Alabama limited liability company and **DAC Properties Inc.**, an Alabama Corporation ("***Landlord***") and **Verizon Wireless Personal Communications LP d/b/a Verizon Wireless** ("***Tenant***") (Landlord and Tenant being collectively referred to herein as the "***Parties***").

RECITALS

WHEREAS, Landlord owns the real property described on Exhibit A attached hereto and by this reference made a part hereof (the "***Parent Parcel***"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain PCS Site Lease dated August 5, 1996 (as the same may have been amended, collectively, the "***Lease***"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "***Leased Premises***"), which Leased Premises are also described on Exhibit A; and

WHEREAS, Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("***American Tower***"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein; and

WHEREAS, Tenant has granted American Tower a limited power of attorney (the "***POA***") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **Sixty Thousand and No/100 Dollars ($60,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before September 30, 2016; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.

2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on August 5, 1996 and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an "***Existing Renewal Term***" and, collectively, the "***Existing Renewal Terms***"), the Lease is otherwise scheduled to expire on August 4, 2021. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of six (6) additional five (5) year renewal terms (each a "***New Renewal Term***" and, collectively, the "***New Renewal Terms***"). Notwithstanding anything to the contrary contained in the

Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate this Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. References in this Amendment to "***Renewal Term***" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "***Memorandum***") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Rent and Escalation**. The Parties hereby acknowledge and agree that all applicable increases and escalations to the rental payments under the Lease (the "***Rent***") shall continue in full force and effect through the New Renewal Term(s). Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **DAT Holdings, LLC**.

4. **Landlord and Tenant Acknowledgments**. Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, including subleasing to American Tower, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses and confirmation that no additional consideration is owed to Landlord for such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, or to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in this Lease, as modified by this Amendment. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

5. **Limited Right of First Refusal**. Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor (as herein defined) or to American Tower. If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "***Third Party Competitor***") or (ii) assign all or any portion of Landlord's interest in the Lease to a Third Party Competitor (any such offer, the "***Offer***"), Tenant shall have the right, exercisable in Tenant's sole and absolute discretion, of first

refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment. For the avoidance of doubt, American Tower, its affiliates and subsidiaries, shall not be considered a Third Party Competitor and this provision shall not apply to future transactions with American Tower, its affiliates and subsidiaries.

6. **Landlord Statements**. Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment; and (vi) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.

7. **Confidentiality**. Notwithstanding anything to the contrary contained in the Lease or in this Amendment, Landlord agrees and acknowledges that all the terms of this Amendment and the Lease and any information furnished to Landlord by Tenant or American Tower in connection therewith shall be and remain confidential. Except with Landlord's family, attorney, accountant, broker, lender, a prospective fee simple purchaser of the Parent Parcel, or if otherwise required by law, Landlord shall not disclose any such terms or information without the prior written consent of Tenant. The terms and provisions of this Section shall survive the execution and delivery of this Amendment.

8. **Notices**. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: To Landlord at: 4175 GOVERNMENT BLVD., MOBILE, AL 36693; To Tenant at: Verizon Wireless, Attn. Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn: Land Management, 10 Presidential Way,

Woburn, MA 01801; and also with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

9. Counterparts. This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.

10. Governing Law. Notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

11. Waiver. Notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.

12. Tenant's Securitization Rights; Estoppel. Landlord hereby consents to the granting by Tenant and/or American Tower of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "***Security Interest***") in Tenant's (or American Tower's) interest in this Lease, as amended, and all of Tenant's (or American Tower's) property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's (or American Tower's) mortgagee ("***Tenant's Mortgagee***") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a "***Holder***") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant and/or American Tower hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant, American Tower or Holder.

13. Taxes. During the term of the Lease, Landlord shall pay when due all real property, personal property, and other taxes, fees and assessments attributable to the Parent Parcel, including the Leased Premises. Tenant hereby agrees to reimburse Landlord for any personal property taxes in addition to any increase in real property taxes levied against the Parent Parcel, to the extent both are directly attributable to Tenant's improvements on the Leased Premises (but not, however, taxes or other assessments attributable to periods prior to the Effective Date), provided, however, that Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of such personal property taxes or real property tax increase to Tenant along with proof of payment of same by Landlord. Anything to the contrary notwithstanding, Tenant shall not be obligated to reimburse Landlord for any applicable taxes unless Landlord requests such reimbursement within one (1) year after the date such taxes became due. Landlord shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in

this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord. Tenant shall pay applicable personal property taxes directly to the local taxing authority to the extent such taxes are billed and sent directly by the taxing authority to Tenant. If Landlord fails to pay when due any taxes affecting the Parent Parcel as required herein, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Landlord's behalf from any future payments required to be made by Tenant to Landlord hereunder; (ii) and demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord's behalf by any lawful means.

[*SIGNATURES COMMENCE ON FOLLOWING PAGE*]

LANDLORD:

DAT HOLDINGS LLC
an Alabama limited liability company

Signature: _____
Print Name: Thomas G. Carwie
Title: Member
Date: 10/31/16

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ATC Site No: 412671
VZW Site No: 136091
Site Name: Old Shell Road AL

LANDLORD:

DAC Properties Inc.
an Alabama Corporation

Signature: _____
Print Name: David A. Carwie
Title: President
Date: 10/31/16

ATC Site No: 412671
VZW Site No: 136091
Site Name: Old Shell Road AL

TENANT:

Verizon Wireless Personal Communications LP d/b/a Verizon Wireless

By: ATC Sequoia LLC, a Delaware limited liability company
Title: Attorney-in-Fact

Signature: _____
Print Name: Shawn Lanier
Title: Vice President - Legal
Date: 12-1-2016

ATC Site No: 412671
VZW Site No: 136091
Site Name: Old Shell Road AL

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being located in the County of Mobile, State of Alabama and being further described below:

Lot 1, Nolfe Commercial Subdivision, according to plat thereof recorded in Map Book 60, page 52 of the records in the Office of the Judge of Probate, Mobile County, Alabama;

EXCEPTING THEREFROM such oil, gas and other minerals in, on and under said real property, together with all rights in connection therewith, as have previously been reserved by or conveyed to others; it being the intention of the grantor to convey to grantee only the interest grantor owns therein.

APN No. R022804174000002

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 OF NOLFE SUBDIVISION AS RECORDED IN MAP BOOK 60, PAGE 52 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, RUN THENCE SOUTH 00°00'00" EAST FOR 50.0 FEET; RUN THENCE NORTH 89° 35'03" WEST FOR 50.0 FEET; THENCE RUN NORTH 00°00'00" WEST FOR 50.0 FEET TO THE NORTH LINE OF SAID LOT 1 OF NOLFE SUBDIVISION; RUN THENCE SOUTH 89°35'03" EAST ALONG THE NORTH LINE OF SAID NOLFE SUBDIVISION FOR 50.0 FEET TO THE NORTHEAST CORNER OF SAID NOLFE SUBDIVISION AND THE POINT OF BEGINNING. SAID PARCEL BEING A PORTION OF LOT 1 OF SAID NOLFE SUBDIVISION AS RECORDED IN MAP BOOK 60, PAGE 52 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE, ALABAMA AND CONTAINING 2500 SQUARE FEET MORE OR LESS.

EXHIBIT A (CONTINUED)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

COMMENCE AT THE NORTHEAST CORNER OF LOT 1 OF NOLFE SUBDIVISION AS RECORDED IN MAP BOOK 60, PAGE 52 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; RUN THENCE SOUTH 00° 00'00" EAST FOR 50.0 FEET TO THE POINT OF BEGINNING; RUN THENCE SOUTH 00°00'00" WEST FOR 397.56 FEET TO THE NORTH RIGHT OF WAY OF OLD SHELL ROAD; RUN THENCE IN A NORTHWESTERLY DIRECTION ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 11,429.16 FEET FOR AN ARC DISTANCE OF 20.33 FEET, A CHORD OF NORTH 79°42'57" WEST FOR 20.33 FEET; RUN THENCE NORTH 00°00'00" EAST FOR 384.08 FEET; RUN THENCE SOUTH 89°35'03" EAST FOR 20.0 FEET TO THE POINT OF BEGINNING.

SUBJECT TO A 20 FEET WIDENING STRIP DEDICATED TO THE CITY OF MOBILE FOR WIDENING OF OLD SHELL ROAD AS PER PLAT OF NOLFE SUBDIVISION AS RECORDED IN MAP BOOK 60, PAGE 52 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA

Outlook

American Tower Corporation (MOD-003487-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>
Date Thu 9/25/2025 11:46 AM
To anovas@trunorthe.com <anovas@trunorthe.com>
Cc Aamoth, Victoria <victoria.aamoth@cityofmobile.org>; York, Marie <marie.cross@cityofmobile.org>

Good morning,

We have completed our initial review of the Major Modification 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. **Owner Authorization:** A Letter of Authorization for Permitting was submitted by American Tower Corporation authorizing Amanda Novas to submit applications on their behalf, but staff cannot find American Tower Corporation's affiliation with the property owner, DAC Properties, Inc. Please provide one of the following to satisfy this requirement:
    - A revised authorization letter issued by DAC Properties, Inc. explicitly authorizing American Tower Corporation to act on their behalf;
    - A lease identifying the right of American Tower Corporation to act on behalf of DAC Properties, Inc.; or
    - Other documentation confirming that American Tower Corporation is an authorized agent of DAC Properties, Inc.

2. **Notification Labels:**
    - Please provide notification labels for the applicant(s)/agent(s) responsible for the application.

3. **Site Plan Requirements:**
   Provide a site plan that illustrates all existing or proposed site improvements, including any applicable requirements of **Article 10** of the Unified Development Code (**Pages 6–7**).
    - Aerial photographs are not sufficient.
    - A hand-drawn plot plan is acceptable, provided it includes all required dimensions.
    - If the site is composed of a lease parcel, please be sure to delineate the leased area on the overall site plan.

4. **Legal Description:** Please note that a complete legal description of the subject property, outlining the full boundary of the Planning Approval site, is required to calculate the City Council advertising fees. Following the Planning Commission's recommendation, this legal description must be submitted to the Planning and Zoning Department for review before the application can proceed to the City Council for final consideration.
    - What was provided is an abbreviated reference to the recorded subdivision plat and is insufficient. Please refer to your deed or survey for a complete legal description (or complete reference to the recorded plat).

5. **DWG File Submission:** If you have not already done so, please submit the **DWG AutoCAD file** for the site 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.

Regards,

Logan Anderson
Principal Planner
Planning & Zoning
BUILDMOBILE

dlogananderson@cityofmobile.org
(251) 208-5895 main

T-Mobile

Zoning Coverage Justification

9MT2900B – Mobile County

The intent of this letter is to confirm the necessity of T-Mobile installation of radio transceiver equipment on the proposed telecommunication tower and to provide supporting documentary evidence.

As part of the company's mandate to provide high quality service throughout the Mobile, Alabama market, the network density of wireless facilities must continue developing to meet the expectations of customers and communities alike, for both voice and data services.

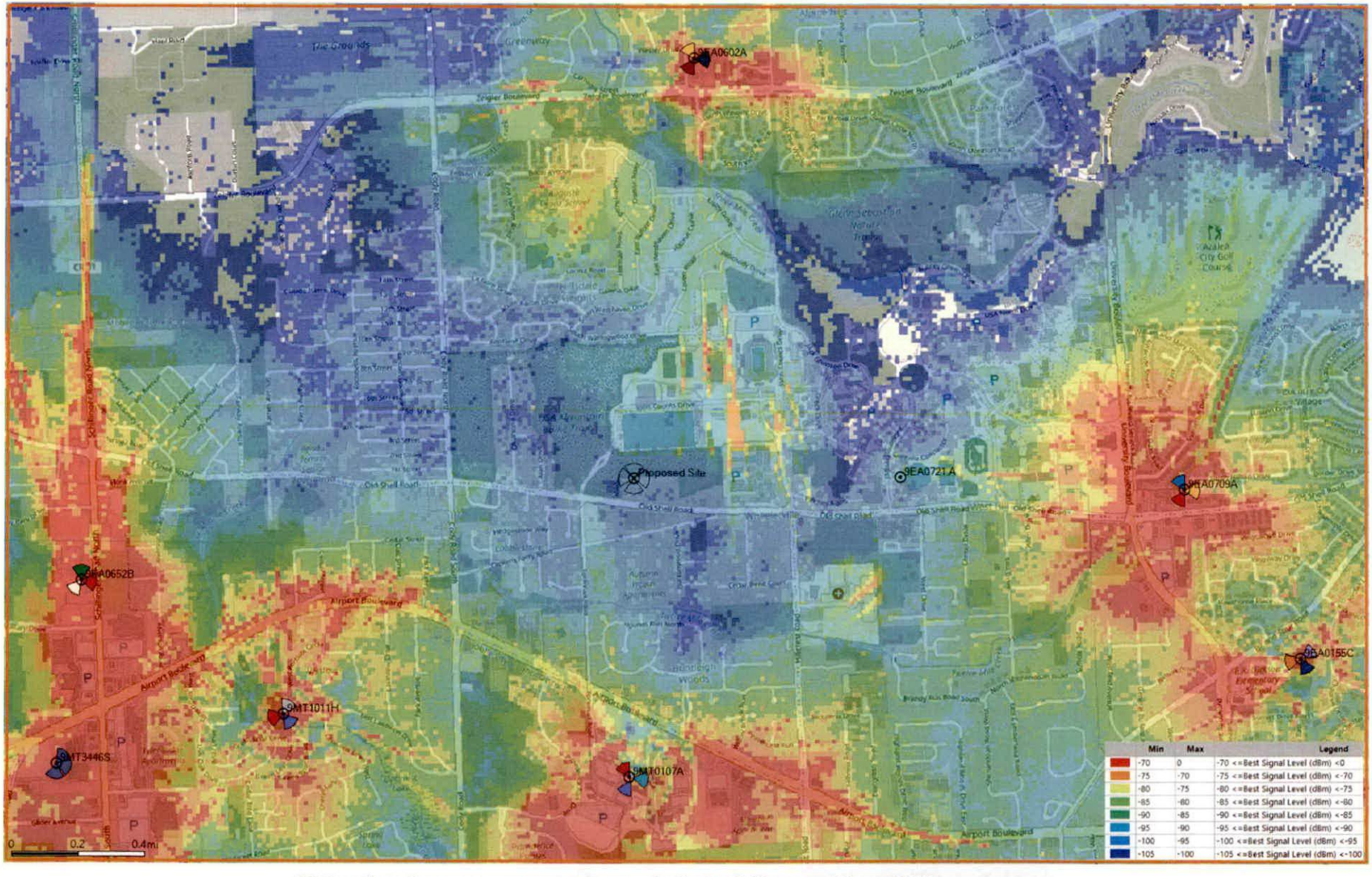
The primary purpose for the installation of this facility is to improve in-vehicle coverage along Old Shell Rd, Cody Rd, USA campus & Airport Blvd. It will also improve the in-building residential coverage along these roads. A coverage gap in this vicinity signifies an area where users may experience call connection or quality issues, especially in indoor locations and during busy hours.

Because of the proposed location for the new tower, the quality and strength of the T-Mobile signal will increase and provide a better user experience for customers and non-customers alike. In particular, in-building service levels in some of the aforementioned areas may be poor or non-existent. With the introduction of a new serving tower, these issues would essentially disappear. Signal and network access would improve, especially for being able to call 911 in buildings or in traffic in case of emergencies.

T-Mobile 9MT2900B

9MT2900B – **6710 Old Shell Rd Mobile AL 36608**
(Latitude = 30.691997 , Longitude = -88.198403)

5G Service without the Proposed Site
MID BAND (1900 MHZ) NR COVERAGE MAP (RSRP)



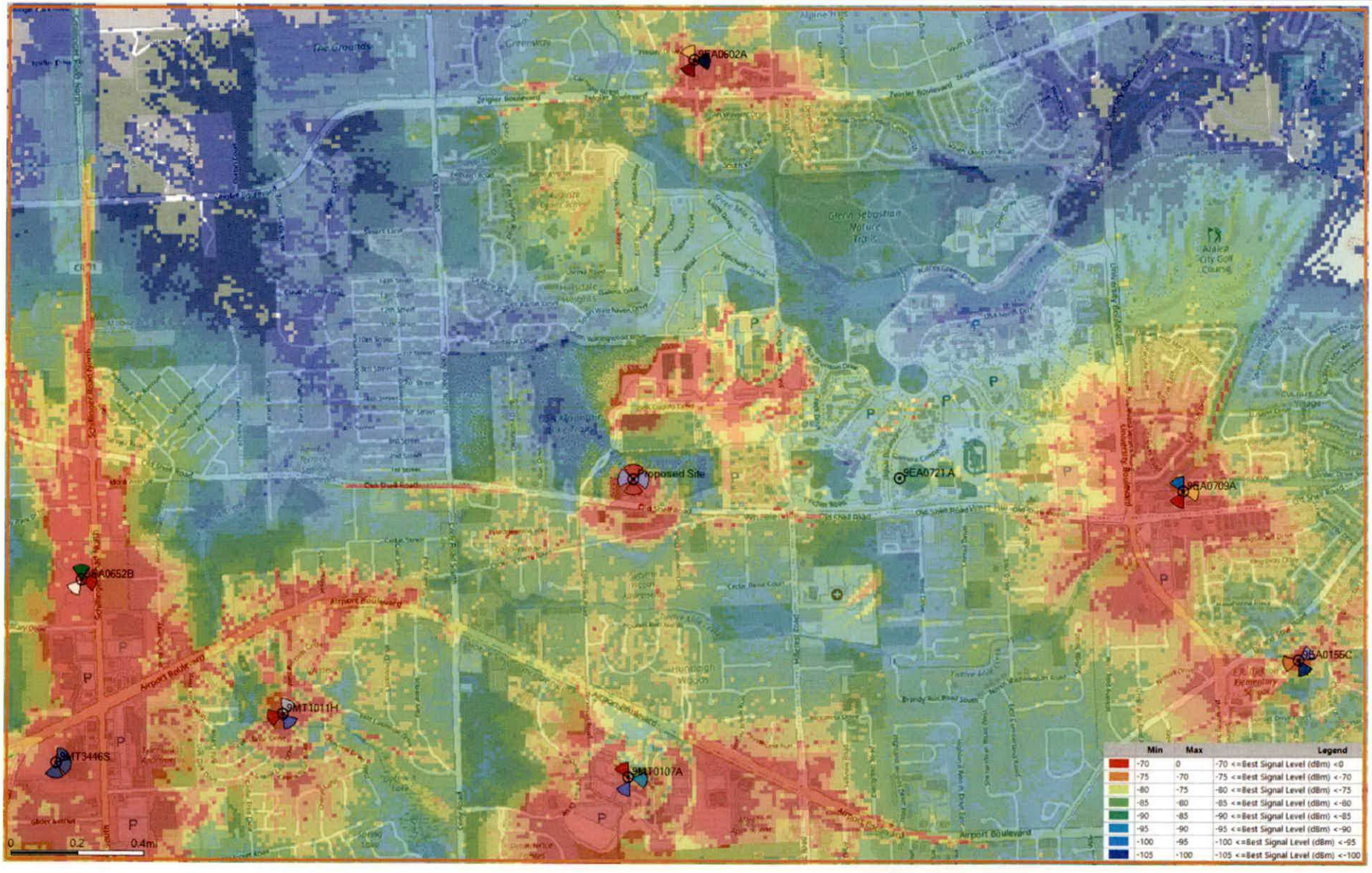
This plot shows a coverage gaps in in-building and in-vehicle coverage.

T-Mobile Confidential

T-Mobile 9MT2900B

9MT2900B – **6710 Old Shell Rd Mobile AL 36608**
(Latitude = 30.691997 , Longitude = -88.198403)

5G Service with the Proposed Site @ 135' AGL
MID BAND (1900 MHZ) NR COVERAGE MAP (RSRP)



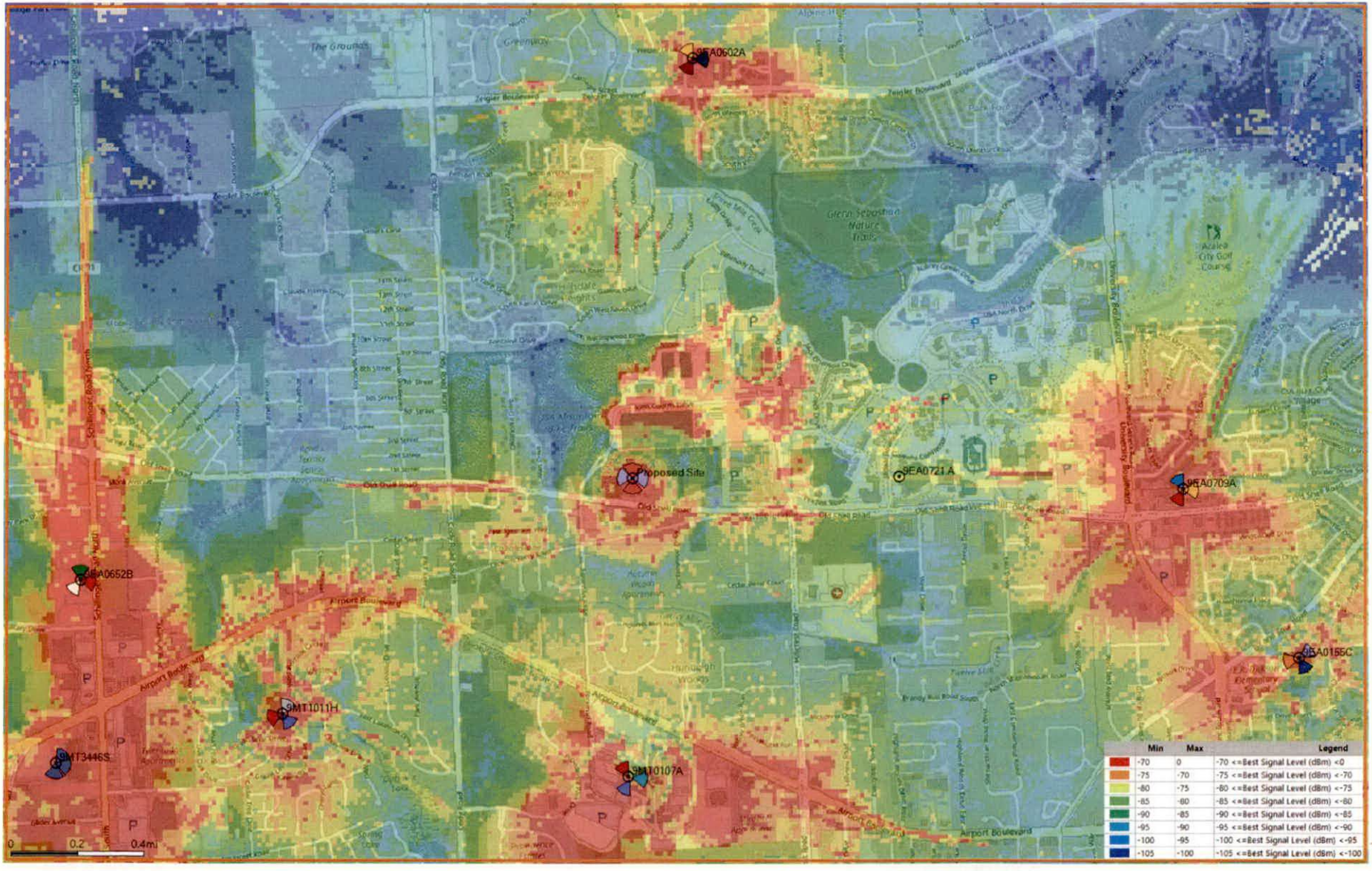
This plot shows improved in-building and in-vehicle coverage around Old Shell Rd, Cody Rd, USA campus & Airport Blvd.

T-Mobile Confidential

T-Mobile 9MT2900B

9MT2900B – **6710 Old Shell Rd Mobile AL 36608**
(Latitude = 30.691997 , Longitude = -88.198403)

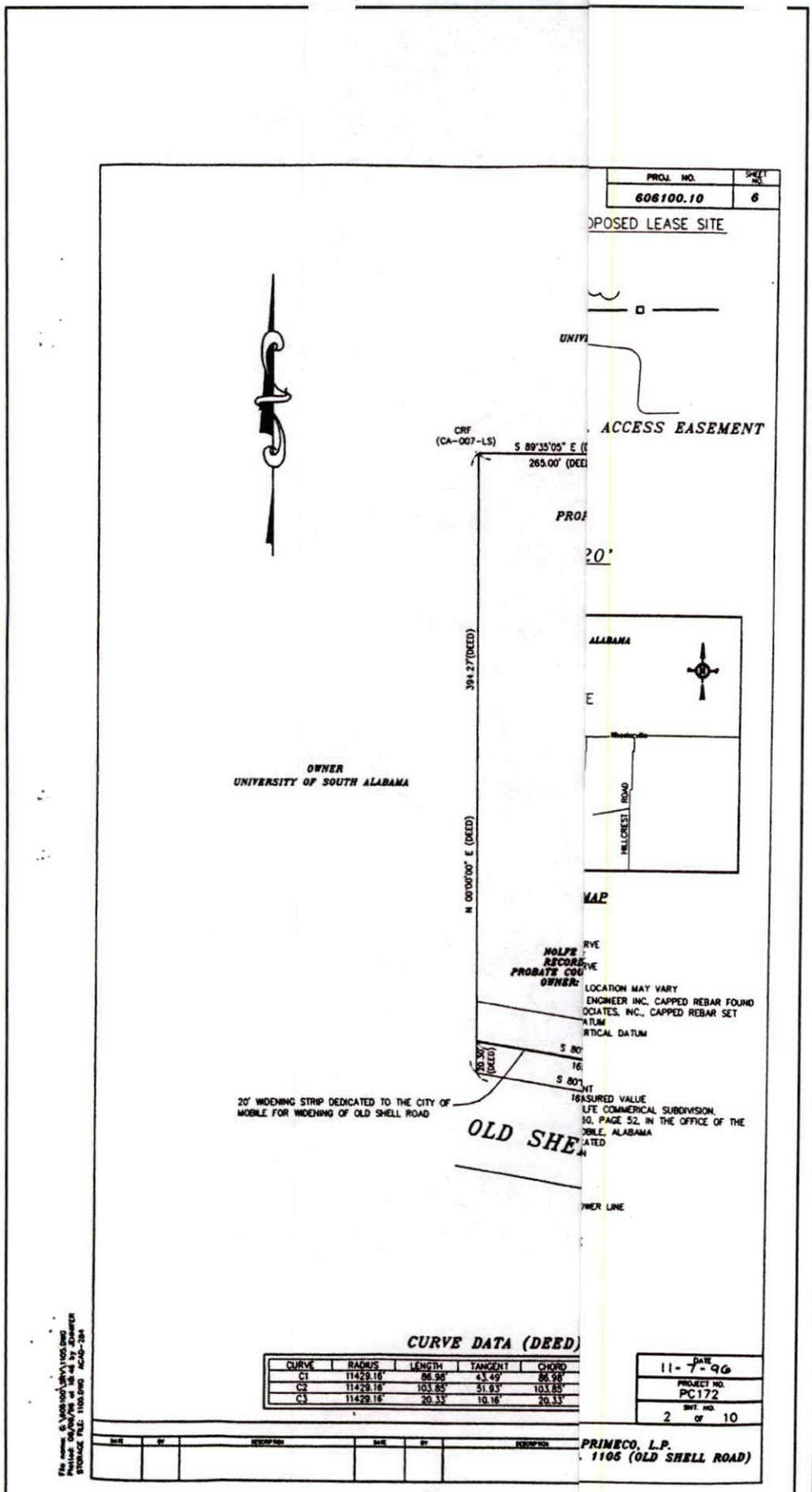
5G Service with the Proposed Site @ 170' AGL
MID BAND (1900 MHZ) NR COVERAGE MAP (RSRP)



This plot shows improved in-building and in-vehicle coverage around Old Shell Rd, Cody Rd, USA campus & Airport Blvd.

T-Mobile Confidential

Thank You



AMERICAN TOWER®

SMW ENGINEERING GROUP, INC.
TOGETHER PLANNING A BETTER TOMORROW
158 BUSINESS CENTER DRIVE
BIRMINGHAM, AL 35244
TEL: 2A5-252-6985 FAX: 2A5-32A-15A4

REV.	DESCRIPTION	BY	DATE
0	FOR CONSTRUCTION	RA	08/17/22
1	FOR CONSTRUCTION	ZDS	06/09/25

ATC SITE NUMBER:
412671

ATC SITE NAME:
OLD SHELL ROAD

T-MOBILE SITE NAME:
OLD SHELL RD-ATC

SITE ADDRESS:
6710 OLD SHELL ROAD
MOBILE, AL 36608-3909

SEAL:

ALABAMA LICENSED No. 30091 PROFESSIONAL ENGINEER JEREMY D. SHARP

06/09/25

T-Mobile

DATE DRAWN:	08/05/22
ATC JOB NO:	14110659_D2
CUSTOMER ID:	OLD SHELL RD-ATC
CUSTOMER #:	9MT2900B

SITE SURVEY

SHEET NUMBER:	REVISION:
C-001	1

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American Tower Corporation
10 Presidential Way,
Woburn MA 01801

DAC PROPERTIES INC
5201C HIGHWAY 90 W
Mobile AL 36619

IVY ROW AT SOUTH LLC
100 APPLEGATE CT
PELHAM AL 35124

SEXSON JAMES
ALLEN
1104 HUNTERS GLEN DR
WOODSTOCK GA 30189

GREENE PAMELA
JANE
1257 WEST LAKE CIR MOBILE
AL 36693

CACERES
TECUMSEH
6767 OLD SHELL RD MOBILE
AL 36608

SPRINGHILL CHURCH
OF GOD
6819 OLD SHELL RD MOBILE
AL 36608

UNIVERSITY OF SOUTH
ALABAMA
775 N UNIVERSITY BLVD
SUITE 150 Mobile AL 36608

KOPEC RAYMOND AED
EL-SABAE & ASEM HASAN
8641 AIRPORT BLVD
Mobile AL 36608

KOPEC RAYMOND, ASEM
RAMEZ
8641 AIRPORT BLVD
Mobile AL 36608

Amanda Novas
1765 Sidewinder Drive
Park City UT 84060

THE FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (this "***Amendment***") is made effective as of the latter signature date hereof (the "***Effective Date***") by and between **DAT HOLDINGS LLC**, an Alabama limited liability company and **DAC Properties Inc.**, an Alabama Corporation ("***Landlord***") and **Verizon Wireless Personal Communications LP d/b/a Verizon Wireless** ("***Tenant***") (Landlord and Tenant being collectively referred to herein as the "***Parties***").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "***Parent Parcel***"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain PCS Site Lease dated August 5, 1996 (as the same may have been amended, collectively, the "***Lease***"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "***Leased Premises***"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("***American Tower***"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein; and

WHEREAS, Tenant has granted American Tower a limited power of attorney (the "***POA***") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment**. Tenant shall pay to Landlord a one-time payment in the amount of **Sixty Thousand and No/100 Dollars ($60,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before September 30, 2016; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.

2. **Lease Term Extended**. Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on August 5, 1996 and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an "***Existing Renewal Term***" and, collectively, the "***Existing Renewal Terms***"), the Lease is otherwise scheduled to expire on August 4, 2021. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of six (6) additional five (5) year renewal terms (each a "***New Renewal Term***" and, collectively, the "***New Renewal Terms***"). Notwithstanding anything to the contrary contained in the

Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate this Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. References in this Amendment to "***Renewal Term***" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "***Memorandum***") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Rent and Escalation**. The Parties hereby acknowledge and agree that all applicable increases and escalations to the rental payments under the Lease (the "***Rent***") shall continue in full force and effect through the New Renewal Term(s). Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **DAT Holdings, LLC**.

4. **Landlord and Tenant Acknowledgments**. Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, including subleasing to American Tower, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses and confirmation that no additional consideration is owed to Landlord for such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, or to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in this Lease, as modified by this Amendment. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

5. **Limited Right of First Refusal**. Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor (as herein defined) or to American Tower. If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "***Third Party Competitor***") or (ii) assign all or any portion of Landlord's interest in the Lease to a Third Party Competitor (any such offer, the "***Offer***"), Tenant shall have the right, exercisable in Tenant's sole and absolute discretion, of first

refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment. For the avoidance of doubt, American Tower, its affiliates and subsidiaries, shall not be considered a Third Party Competitor and this provision shall not apply to future transactions with American Tower, its affiliates and subsidiaries.

6. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment; and (vi) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.

7. **Confidentiality.** Notwithstanding anything to the contrary contained in the Lease or in this Amendment, Landlord agrees and acknowledges that all the terms of this Amendment and the Lease and any information furnished to Landlord by Tenant or American Tower in connection therewith shall be and remain confidential. Except with Landlord's family, attorney, accountant, broker, lender, a prospective fee simple purchaser of the Parent Parcel, or if otherwise required by law, Landlord shall not disclose any such terms or information without the prior written consent of Tenant. The terms and provisions of this Section shall survive the execution and delivery of this Amendment.

8. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: To Landlord at: 4175 GOVERNMENT BLVD., MOBILE, AL 36693; To Tenant at: Verizon Wireless, Attn. Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn: Land Management, 10 Presidential Way,

Woburn, MA 01801; and also with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

9. **Counterparts**. This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.

10. **Governing Law**. Notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

11. **Waiver**. Notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.

12. **Tenant's Securitization Rights; Estoppel**. Landlord hereby consents to the granting by Tenant and/or American Tower of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "***Security Interest***") in Tenant's (or American Tower's) interest in this Lease, as amended, and all of Tenant's (or American Tower's) property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's (or American Tower's) mortgagee ("***Tenant's Mortgagee***") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a "***Holder***") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant and/or American Tower hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant, American Tower or Holder.

13. **Taxes**. During the term of the Lease, Landlord shall pay when due all real property, personal property, and other taxes, fees and assessments attributable to the Parent Parcel, including the Leased Premises. Tenant hereby agrees to reimburse Landlord for any personal property taxes in addition to any increase in real property taxes levied against the Parent Parcel, to the extent both are directly attributable to Tenant's improvements on the Leased Premises (but not, however, taxes or other assessments attributable to periods prior to the Effective Date), provided, however, that Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of such personal property taxes or real property tax increase to Tenant along with proof of payment of same by Landlord. Anything to the contrary notwithstanding, Tenant shall not be obligated to reimburse Landlord for any applicable taxes unless Landlord requests such reimbursement within one (1) year after the date such taxes became due. Landlord shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in

this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord. Tenant shall pay applicable personal property taxes directly to the local taxing authority to the extent such taxes are billed and sent directly by the taxing authority to Tenant. If Landlord fails to pay when due any taxes affecting the Parent Parcel as required herein, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Landlord's behalf from any future payments required to be made by Tenant to Landlord hereunder; (ii) and demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord's behalf by any lawful means.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

LANDLORD:

DAT HOLDINGS LLC
an Alabama limited liability company

Signature: _____
Print Name: Thomas G. Carwie
Title: Member
Date: 10/31/16

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ATC Site No: 412671
VZW Site No: 136091
Site Name: Old Shell Road AL

LANDLORD:

DAC Properties Inc.
an Alabama Corporation

Signature: _____
Print Name: David A. Carwie
Title: President
Date: 10/31/16

ATC Site No: 412671
VZW Site No: 136091
Site Name: Old Shell Road AL

TENANT:

Verizon Wireless Personal Communications LP d/b/a Verizon Wireless

By: ATC Sequoia LLC, a Delaware limited liability company
Title: Attorney-in-Fact

Signature: _____
Print Name: Shawn Lanier
Title: Vice President - Legal
Date: 12-1-2016

ATC Site No: 412671
VZW Site No: 136091
Site Name: Old Shell Road AL

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being located in the County of Mobile, State of Alabama and being further described below:

Lot 1, Nolfe Commercial Subdivision, according to plat thereof recorded in Map Book 60, page 52 of the records in the Office of the Judge of Probate, Mobile County, Alabama;

EXCEPTING THEREFROM such oil, gas and other minerals in, on and under said real property, together with all rights in connection therewith, as have previously been reserved by or conveyed to others; it being the intention of the grantor to convey to grantee only the interest grantor owns therein.

APN No. R022804174000002.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 OF NOLFE SUBDIVISION AS RECORDED IN MAP BOOK 60, PAGE 52 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, RUN THENCE SOUTH 00°00'00" EAST FOR 50.0 FEET; RUN THENCE NORTH 89° 35'03" WEST FOR 50.0 FEET; THENCE RUN NORTH 00°00'00" WEST FOR 50.0 FEET TO THE NORTH LINE OF SAID LOT 1 OF NOLFE SUBDIVISION; RUN THENCE SOUTH 89°35'03" EAST ALONG THE NORTH LINE OF SAID NOLFE SUBDIVISION FOR 50.0 FEET TO THE NORTHEAST CORNER OF SAID NOLFE SUBDIVISION AND THE POINT OF BEGINNING. SAID PARCEL BEING A PORTION OF LOT 1 OF SAID NOLFE SUBDIVISION AS RECORDED IN MAP BOOK 60, PAGE 52 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE, ALABAMA AND CONTAINING 2500 SQUARE FEET MORE OR LESS.

EXHIBIT A (CONTINUED)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

COMMENCE AT THE NORTHEAST CORNER OF LOT 1 OF NOLFE SUBDIVISION AS RECORDED IN MAP BOOK 60, PAGE 52 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; RUN THENCE SOUTH 00° 00'00" EAST FOR 50.0 FEET TO THE POINT OF BEGINNING; RUN THENCE SOUTH 00°00'00" WEST FOR 397.56 FEET TO THE NORTH RIGHT OF WAY OF OLD SHELL ROAD; RUN THENCE IN A NORTHWESTERLY DIRECTION ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 11,429.16 FEET FOR AN ARC DISTANCE OF 20.33 FEET, A CHORD OF NORTH 79°42'57" WEST FOR 20.33 FEET; RUN THENCE NORTH 00°00'00" EAST FOR 384.08 FEET; RUN THENCE SOUTH 89°35'03" EAST FOR 20.0 FEET TO THE POINT OF BEGINNING.

SUBJECT TO A 20 FEET WIDENING STRIP DEDICATED TO THE CITY OF MOBILE FOR WIDENING OF OLD SHELL ROAD AS PER PLAT OF NOLFE SUBDIVISION AS RECORDED IN MAP BOOK 60, PAGE 52 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA

City of Mobile · Planning & Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits** Checklist A

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

☐ **Planned Development** Checklist C

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

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

---

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

	Applicant	Agent (If Applicable)
Name:	American Tower Corporation	Amanda Novas
Firm:		TruNorthe LLC
Phone:	[redacted]	
Email:		
Address:		

	Owner	Design Professional
Name:	DAC Properties INC	Jeremy Sharit
Firm:		SMW Engineering Group Inc
Phone:	[redacted]	
Email:		
Address:		

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

6710 Old Shell Road Mobile AL 36608
Property Address

Property Area (acres or square feet)

Parcel Number(s) or Key Number(s)

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

amanda novas
Applicant or Agent Signature (if applicable)

9/25/2025
Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION

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

amanda novas
Applicant or Agent Signature

9/25/2025
Date

CHECKLIST D
Previously approved Planning Approvals and Planned Unit Developments

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

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

☒ Planning Commission Application

☐ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

---

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

   ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNMENT AUTHORITIES. NOTHING IN THESEPLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

   1. ANSI/TIA/EIA: STRUCTURAL STANDARDS (222-H EDITION) 2. INTERNATIONAL BUILDING CODE (2012 IBC)

   _____

   Future Land Use Map (FLUM) Designation

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

   The existing tower would require this modification in order to satisfy the structural requirements to complete the cell tower upgrade for BLDC-155862-2025

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

   This proposal should not impact 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)
     existing tower structure is 149.1' - this modification is proposing to raise the 172.1'
   - ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
     there is no landscaping or shrubs within the fenced in cell tower facility
   - ☐ Lighting:
     No lighting
   - ☐ Hours of operation:
     Unmanned facility
   - ☐ 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.
   A cell tower extension will not affect these specified elements.

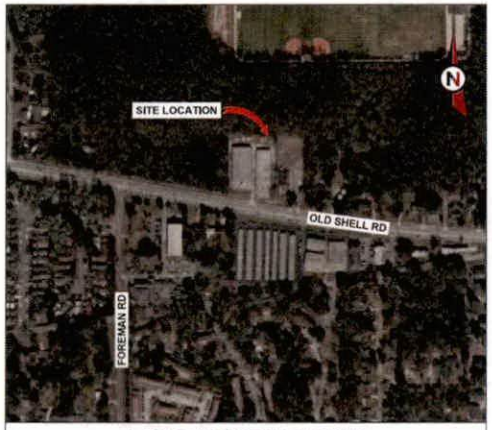
8. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.
   THE PROJECT DEPICTED IN THESE PLANS QUALIFIES AS AN ELIGIBLE FACILITIES REQUEST ENTITLED TO EXPEDITED REVIEW UNDER 47 U.S.C. §1455(A) AS A MODIFICATION OF AN EXISTING WIRELESS TOWER THAT INVOLVES THE COLLOCATION, REMOVAL, AND/OR REPLACEMENT OF TRANSMISSION EQUIPMENT THAT IS NOT A SUBSTANTIAL CHANGE UNDER CFR § 1.6100 (B)(7)



VICINITY MAP

AMERICAN TOWER®

SITE NAME: OLD SHELL ROAD
SITE NUMBER: 412671
ATC PROJECT NUMBER: 14110659_C6_07
SITE ADDRESS: 6710 OLD SHELL ROAD
MOBILE, AL 36608



LOCATION MAP

149.1 FT MONOPOLE MODIFICATIONS W/ PROPOSED 23 FT EXTENSION

PROJECT TEAM

TOWER OWNER
AMERICAN TOWER
10 PRESIDENTAL WAY
WOBURN, MA 01801

ENGINEERED BY
ATC TOWER SERVICES
1 FENTON MAIN STREET, SUITE 300
CARY, NC 27511

CARRIER INFORMATION
CARRIER: T-MOBILE
CARRIER SITE NAME: OLD SHELL RD - ATC
CARRIER SITE NUMBER: 9MT2900A

811 Know what's below. Call before you dig.

PROJECT INFORMATION

1. THE PROJECT DEPICTED IN THESE PLANS IS BASED ON THE RECOMMENDATIONS MADE BY ATC ENGINEERING, DERIVED FROM THE RESULTS OF THE STRUCTURAL ANALYSIS COMPLETED UNDER ENGINEERING PROJECT NUMBER 14110659_C3_06 DATED 05/31/24. SATISFACTORY COMPLETION OF THE WORK INDICATED IN THESE PLANS WILL RESULT IN THE STRUCTURE MEETING THE REQUIREMENTS OF THE SPECIFICATIONS UNDER WHICH THE STRUCTURAL WAS COMPLETED.

2. SEE SHEET S-201 FOR MODIFICATION SCOPE OF WORK (SOW) AND ANY ADDITIONAL WORK TO BE COMPLETED.

PROJECT NOTE

THE PROJECT DEPICTED IN THESE PLANS QUALIFIES AS AN ELIGIBLE FACILITIES REQUEST ENTITLED TO EXPEDITED REVIEW UNDER 47 U.S.C. § 1455(A) AS A MODIFICATION OF AN EXISTING WIRELESS TOWER THAT INVOLVES THE COLLOCATION, REMOVAL, AND/OR REPLACEMENT OF TRANSMISSION EQUIPMENT THAT IS NOT A SUBSTANTIAL CHANGE UNDER CFR § 1.6100 (B)(7).

COMPLIANCE CODE

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNMENT AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

1. ANSI/TIA/EIA: STRUCTURAL STANDARDS (222-H EDITION)
2. INTERNATIONAL BUILDING CODE (2012 IBC)

PROJECT LOCATION

GEOGRAPHIC COORDINATES
LATITUDE: 30.69202529
LONGITUDE: -88.19841085

SHEET	SHEET TITLE	REV.
G-001	COVER	0
G-002	IBC GENERAL NOTES	0
G-003	SPECIAL INSPECTION CHECKLIST	0
G-004	BILL OF MATERIALS	0
S-201	MODIFICATION PROFILE	0
S-501	REINFORCEMENT INSTALLATION DETAILS (1 OF 2)	0
S-502	REINFORCEMENT INSTALLATION DETAILS (2 OF 2)	0
S-503	#20 STEP BOLT BRACKET INSTALLATION DETAILS	0
S-504	PLATE REINFORCEMENT INSTALLATION DETAILS	0
S-505	PLATE REINFORCEMENT WELD DETAILS	0
S-506	FLAT PLATE STEP BOLT BRACKET FABRICATION & INSTALLATION DETAILS	0
S-507	TOP FLANGE PLATE INSTALLATION DETAILS	0
S-508	INTERFACE WELDMENT INSTALLATION DETAILS	0
S-509	MONOPOLE EXTENSION INSTALLATION DETAILS	0
Z-501	PLATE REINFORCEMENT FABRICATION DETAILS	0
Z-502	TOP FLANGE PLATE FABRICATION DETAILS	0
Z-503	INTERFACE WELDMENT FABRICATION DETAILS	0
Z-504	MONOPOLE EXTENSION WELDMENT FABRICATION DETAILS	0
Z-505	MONOPOLE EXTENSION SUB-WELDMENT FABRICATION DETAILS	0

AMERICAN TOWER®
ATC TOWER SERVICES, LLC
1 FENTON MAIN STREET
SUITE 300
CARY, NC 27511
PHONE: (919) 468-0112
COA: 2488-E

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REV.	DESCRIPTION	BY	DATE
0	FIRST ISSUE	RFL	02/25/25

ATC SITE NUMBER:
412671
ATC SITE NAME:
OLD SHELL ROAD
ALABAMA

SITE ADDRESS:
6710 OLD SHELL ROAD
MOBILE, AL 36608

ALABAMA LICENSED No. 35283 PROFESSIONAL ENGINEER JOSHUA H. WALTON

Joshua Walton
Digitally signed by Joshua Walton
Date: 2025.03.03 22:51:40 -05'00'

DRAWN BY:	RFL
APPROVED BY:	MER
DATE DRAWN:	02/25/25
ATC JOB NO:	14110659_C6_07

COVER

SHEET NUMBER:	REVISION:
G-001	0

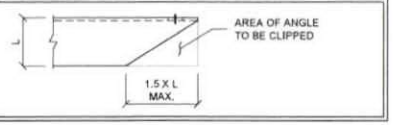
GENERAL

1. ALL WORK TO BE COMPLETED PER APPLICABLE LOCAL, STATE, FEDERAL CODES AND ORDINANCES AND COMPLY WITH ATC CONSTRUCTION SPECIFICATIONS FOR WIRELESS TOWER SITES. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND ABIDING BY ALL REQUIRED PERMITS.
2. ALL WORK INDICATED ON THESE DRAWINGS SHALL BE PERFORMED BY QUALIFIED CONTRACTORS EXPERIENCED IN TOWER AND FOUNDATION CONSTRUCTION.
3. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD IMMEDIATELY OF ANY INSTALLATION INTERFERENCES. ALL NEW WORK SHALL ACCOMMODATE EXISTING CONDITIONS. DETAILS NOT SPECIFICALLY SHOWN ON THE DRAWINGS SHALL FOLLOW SIMILAR DETAILS FOR THIS JOB.
4. ANY SUBSTITUTIONS SHALL CONFORM TO THE REQUIREMENTS OF THESE NOTES AND SPECIFICATIONS, AND SHOULD BE SIMILAR TO THOSE SHOWN. ALL SUBSTITUTIONS SHALL BE SUBMITTED TO THE ENGINEER OF RECORD FOR REVIEW AND APPROVAL PRIOR TO FABRICATION.
5. ANY MANUFACTURED DESIGN ELEMENTS SHALL CONFORM TO THE REQUIREMENTS OF THESE NOTES AND SPECIFICATIONS AND SHOULD BE SIMILAR TO THOSE SHOWN. THESE DESIGN ELEMENTS MUST BE STAMPED BY AN ENGINEER PROFESSIONALLY REGISTERED IN THE STATE OF THE PROJECT, AND SUBMITTED TO THE ENGINEER OF RECORD FOR APPROVAL PRIOR TO FABRICATION.
6. ALL WORK SHALL BE DONE IN ACCORDANCE WITH LOCAL CODES AND OSHA SAFETY REGULATIONS.
7. THE CONTRACTOR IS RESPONSIBLE FOR THE DESIGN AND EXECUTION OF ALL MISCELLANEOUS SHORING, BRACING, TEMPORARY SUPPORTS, ETC. NECESSARY, PER ANSI/TIA-322 AND ANSI/ASSE A10.48, TO PROVIDE A COMPLETE AND STABLE STRUCTURE AS SHOWN ON THESE DRAWINGS.
8. CONTRACTOR'S PROPOSED INSTALLATION SHALL NOT INTERFERE, NOR DENY ACCESS TO, ANY EXISTING OPERATIONAL AND SAFETY EQUIPMENT.

STRUCTURAL STEEL

1. STRUCTURAL STEEL SHALL CONFORM TO THE LATEST EDITION OF THE AISC "SPECIFICATION FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS."
   a. ALL W-SHAPES: ASTM A572, GRADE 50, UNLESS NOTED OTHERWISE.
   b. ALL OTHER ROLLED SHAPES: ASTM A36, UNLESS NOTED OTHERWISE.
   c. HSS SECTION (SQUARE, RECTANGULAR, AND ROUND): ASTM A500, GRADE B, UNLESS NOTED OTHERWISE.
   d. ALL BOLTS FOR CONNECTING STRUCTURAL MEMBERS: ASTM A3125 GRADE A325, TYPE SC OR N, UNLESS NOTED OTHERWISE.
   e. ALL ANCHOR RODS: ASTM F1554, GRADE 36, UNLESS NOTED OTHERWISE.
2. ALL EXPOSED STRUCTURAL STEEL MEMBERS SHALL BE HOT-DIPPED GALVANIZED AFTER FABRICATION PER ASTM A123. EXPOSED STEEL HARDWARE AND ANCHOR BOLTS SHALL BE GALVANIZED PER ASTM A153 OR B695.
3. ALL U-BOLTS SHALL BE ASTM A36 OR EQUIVALENT, WITH LOCKING DEVICE, UNLESS NOTED OTHERWISE.
4. FIELD CUT EDGES, EXCEPT DRILLED HOLES, SHALL BE GROUND SMOOTH.
5. ALL FIELD CUT SURFACES, FIELD DRILLED HOLES & GROUND SURFACES WHERE EXISTING PAINT OR GALVANIZATION REMOVAL WAS REQUIRED SHALL BE REPAIRED WITH (2) BRUSHED COATS OF ZRC GALVILITE COLD GALVANIZING COMPOUND PER ASTM A780 AND MANUFACTURERS RECOMMENDATIONS.
6. ALL STRUCTURAL STEEL EMBEDDED IN THE CONCRETE SHALL BE APPLIED WITH (2) BRUSHED COATS OF POLYGUARD CA-9 MASTIC OR EQUIVALENT. REFER TO THE MANUFACTURER SPECIFICATIONS FOR SURFACE PREPARATION AND APPLICATION. APPLICATION OF POLYGUARD 400 WRAP IS NOT ESSENTIAL.
7. CONTRACTOR SHALL PERFORM WORK ON ONLY ONE (1) TOWER FACE AND REPLACE/REINFORCE ONE (1) BOLT/MEMBER AT A TIME.
8. ALL FIELD DRILLED HOLES TO BE USED FOR FIELD BOLTING INSTALLATION SHALL BE STANDARD HOLES, AS DEFINED BY AISC, UNLESS NOTED OTHERWISE.

MAXIMUM ALLOWABLE ANGLE CLIP



TOLERANCES

1. TOLERANCES ON ALL INSTALLATIONS ARE ±1", UNLESS NOTED OTHERWISE.
2. TOLERANCES ON FABRICATION DIMENSIONS ARE ±0.030" FOR MACHINING AND ±0.060" FOR STRUCTURAL, UNLESS NOTED OTHERWISE.

WELDING

1. ALL WELDING TO BE PERFORMED BY AWS CERTIFIED WELDERS AND CONDUCTED IN ACCORDANCE WITH THE LATEST EDITION OF THE AWS WELDING CODE D1.1.
2. ALL WELDS SHALL BE INSPECTED VISUALLY. IF DIRECTED BY ENGINEER OF RECORD, 25% OF WELDS SHALL BE INSPECTED WITH EITHER ULTRASONIC OR MAGNETIC PARTICLE METHODS. (100% IF REJECTABLE DEFECTS ARE FOUND) TO MEET THE ACCEPTABLE CRITERIA OF AWS D1.1. REPAIR ALL WELDS AS NECESSARY. 100% OF ALL FULL PENETRATION WELDS SHALL BE INSPECTED WITH EITHER ULTRASONIC OR MAGNETIC PARTICLE METHODS.
3. INSPECTION SHALL BE PERFORMED BY AN AWS CERTIFIED WELD INSPECTOR.
4. ALL ELECTRODES TO BE LOW HYDROGEN, MATCHING FILLER AND/OR BASE METAL, PER AWS D1.1, UNLESS NOTED OTHERWISE.
5. IN CASES WHERE BASE METAL GRADE IS UNKNOWN, ALL WELDING ON LATTICE TOWERS SHALL BE DONE WITH E70XX ELECTRODES; ALL WELDING ON POLE STRUCTURES SHALL BE DONE WITH E80XX ELECTRODES, UNLESS NOTED OTHERWISE.
6. PRIOR TO FIELD WELDING GALVANIZED MATERIAL, CONTRACTOR SHALL GRIND OFF GALVANIZING 1/2" BEYOND ALL FIELD WELD SURFACES. AFTER WELD AND WELD INSPECTION IS COMPLETE, REPAIR ALL GROUND AND WELDED SURFACES WITH ZRC GALVILITE COLD GALVANIZING COMPOUND PER ASTM A780 AND MANUFACTURERS RECOMMENDATIONS.

PAINT

1. AS REQUIRED, CLEAN AND PAINT PROPOSED STEEL ACCORDING TO FAA ADVISORY CIRCULAR AC 70/7460-1L.

BOLT TIGHTENING PROCEDURE

1. STRUCTURAL CONNECTIONS TO BE ASSEMBLED AND INSPECTED IN ACCORDANCE WITH RCSC SPECIFICATIONS.
2. ALL BOLTS WHOSE AXES ARE INSTALLED VERTICALLY, UNLESS OTHERWISE NOTED, SHALL BE INSTALLED AND TIGHTENED PER SECTION 8.2.1 THROUGH 8.2.4 OF THE RCSC "SPECIFICATION FOR STRUCTURAL JOINTS USING HIGH-STRENGTH BOLTS" PER THE FOLLOWING GUIDELINES:

   FOR A325 BOLTS 1" DIAMETER AND LESS:

   a. DIRECT TENSION INDICATING (DTI) SQUIRTER WASHERS: WASHERS SHALL BE INSTALLED AND ORIENTED / TIGHTENED PER MANUFACTURER SPECIFICATIONS TO ACHIEVE DESIRED LEVEL OF BOLT PRE-TENSION.

   FOR A325 BOLTS EXCEEDING 1" DIAMETER AND ALL OTHER HIGH STRENGTH BOLTS, ONE OF THE FOLLOWING METHODS SHALL BE USED:

   a. DIRECT TENSION INDICATING (DTI) SQUIRTER WASHERS: WASHERS SHALL BE INSTALLED AND ORIENTED / TIGHTENED PER MANUFACTURER SPECIFICATIONS TO ACHIEVE DESIRED LEVEL OF BOLT PRE-TENSION.
   b. RCSC "TURN-OF-THE-NUT" METHOD: PRIOR TO APPLICATION OF TURN-OF-NUT PRETENSIONING, ALL BOLTS IN THE CONNECTION SHALL BE BROUGHT TO A SNUG TIGHT CONDITION AS DEFINED IN RCSC SECTION 8.1, AND MATCH-MARKING OF THE NUTS AND PROTRUDING END OF THE BOLTS MUST BE IMPLEMENTED FOR ALL BOLTS IN THE CONNECTION.

   SUBSEQUENTLY, ALL BOLTS SHALL BE ROTATED BEYOND SNUG TIGHT CONDITION USING THE CHART BELOW.

   BOLT LENGTHS UP TO AND INCLUDING FOUR DIAMETERS

1/2"	BOLTS UP TO AND INCLUDING 2.0 INCH LENGTH	+1/3 TURN BEYOND SNUG TIGHT
5/8"	BOLTS UP TO AND INCLUDING 2.5 INCH LENGTH	+1/3 TURN BEYOND SNUG TIGHT
3/4"	BOLTS UP TO AND INCLUDING 3.0 INCH LENGTH	+1/3 TURN BEYOND SNUG TIGHT
7/8"	BOLTS UP TO AND INCLUDING 3.5 INCH LENGTH	+1/3 TURN BEYOND SNUG TIGHT
1"	BOLTS UP TO AND INCLUDING 4.0 INCH LENGTH	+1/3 TURN BEYOND SNUG TIGHT
1-1/8"	BOLTS UP TO AND INCLUDING 4.5 INCH LENGTH	+1/3 TURN BEYOND SNUG TIGHT
1-1/4"	BOLTS UP TO AND INCLUDING 5.0 INCH LENGTH	+1/3 TURN BEYOND SNUG TIGHT
1-3/8"	BOLTS UP TO AND INCLUDING 5.5 INCH LENGTH	+1/3 TURN BEYOND SNUG TIGHT
1-1/2"	BOLTS UP TO AND INCLUDING 6.0 INCH LENGTH	+1/3 TURN BEYOND SNUG TIGHT

   BOLT LENGTHS OVER FOUR DIAMETERS BUT NOT EXCEEDING EIGHT DIAMETERS

1/2"	BOLTS 2.25 TO 4.0 INCH LENGTH	+1/2 TURN BEYOND SNUG TIGHT
5/8"	BOLTS 2.75 TO 5.0 INCH LENGTH	+1/2 TURN BEYOND SNUG TIGHT
3/4"	BOLTS 3.25 TO 6.0 INCH LENGTH	+1/2 TURN BEYOND SNUG TIGHT
7/8"	BOLTS 3.75 TO 7.0 INCH LENGTH	+1/2 TURN BEYOND SNUG TIGHT
1"	BOLTS 4.25 TO 8.0 INCH LENGTH	+1/2 TURN BEYOND SNUG TIGHT
1-1/8"	BOLTS 4.75 TO 9.0 INCH LENGTH	+1/2 TURN BEYOND SNUG TIGHT
1-1/4"	BOLTS 5.25 TO 10.0 INCH LENGTH	+1/2 TURN BEYOND SNUG TIGHT
1-3/8"	BOLTS 5.75 TO 11.0 INCH LENGTH	+1/2 TURN BEYOND SNUG TIGHT
1-1/2"	BOLTS 6.25 TO 12.0 INCH LENGTH	+1/2 TURN BEYOND SNUG TIGHT

3. ALL OTHER BOLTED CONNECTIONS SHALL BE BROUGHT TO A SNUG TIGHT CONDITION AS DEFINED IN SECTION 8.1 OF THE SPECIFICATION.

BOLT TIGHTENING PROCEDURE (CONT'D)

4. ALL BOLT HOLES SHALL BE ALIGNED TO PERMIT INSERTION OF THE BOLTS WITHOUT UNDUE DAMAGE TO THE THREADS. BOLTS SHALL BE PLACED IN ALL HOLES WITH WASHERS POSITIONED AS REQUIRED AND NUTS THREADED TO COMPLETE THE ASSEMBLY. COMPACTING THE JOINT TO THE SNUG-TIGHT CONDITION SHALL PROGRESS SYSTEMATICALLY FROM THE MOST RIGID PART OF THE JOINT. THE SNUG-TIGHTENED CONDITION IS THE TIGHTNESS THAT IS ATTAINED WITH A FEW IMPACTS OF AN IMPACT WRENCH OR THE FULL EFFORT OF AN IRONWORKER USING AN ORDINARY SPUD WRENCH TO BRING THE CONNECTED PLIES INTO FIRM CONTACT.

APPLICABLE CODES AND STANDARDS

1. ANSI/TIA: STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES, 222-H EDITION.
2. 2012 INTERNATIONAL BUILDING CODE.
3. ACI 318: AMERICAN CONCRETE INSTITUTE, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE. REFERENCE LATEST APPROPRIATE EDITION TO MATCH LOCAL AND/OR INTERNATIONAL BUILDING CODE(S) LISTED ABOVE.
4. CRSI: CONCRETE REINFORCING STEEL INSTITUTE, MANUAL OF STANDARD PRACTICE, LATEST EDITION.
5. AISC: AMERICAN INSTITUTE OF STEEL CONSTRUCTION, MANUAL OF STEEL CONSTRUCTION, LATEST EDITION.
6. AWS: AMERICAN WELDING SOCIETY D1.1, STRUCTURAL WELDING CODE, LATEST EDITION.

SPECIAL INSPECTION

1. A QUALIFIED INDEPENDENT TESTING LABORATORY, EMPLOYED BY THE OWNER, SHALL PERFORM INSPECTION AND TESTING IN ACCORDANCE WITH IBC 2012, SECTION 1704 AS REQUIRED BY PROJECT SPECIFICATIONS FOR THE FOLLOWING CONSTRUCTION WORK:
   a) STRUCTURAL WELDING (CONTINUOUS INSPECTION OF FIELD WELD ONLY).
   b) HIGH STRENGTH BOLTS (PERIODIC INSPECTION OF A325 EXTENSION FLANGE BOLTS TO BE TIGHTENED PER "TURN-OF-THE-NUT" METHOD).
2. THE INSPECTION AGENCY SHALL SUBMIT INSPECTION AND TEST REPORTS TO THE BUILDING DEPARTMENT, THE ENGINEER OF RECORD, AND THE OWNER IN ACCORDANCE WITH IBC 2012, SECTION 1704, UNLESS THE FABRICATOR IS APPROVED BY THE BUILDING OFFICIAL TO PERFORM SUCH WORK WITHOUT THE SPECIAL INSPECTIONS.

AMERICAN TOWER®
ATC TOWER SERVICES, LLC
1 FENTON MAIN STREET
SUITE 300
CARY, NC 27511
PHONE: (919) 468-0112
COA: 2488-E

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REV.	DESCRIPTION	BY	DATE
0	FIRST ISSUE	RFL	02/25/25

ATC SITE NUMBER:
412671
ATC SITE NAME:
OLD SHELL ROAD
ALABAMA

SITE ADDRESS:
6710 OLD SHELL ROAD
MOBILE, AL 36608

ALABAMA LICENSED
No. 35283
PROFESSIONAL ENGINEER
JOSHUA H. WALTON

Digitally Signed: 2025-03-03

DRAWN BY:	RFL
APPROVED BY:	MER
DATE DRAWN:	02/25/25
ATC JOB NO:	14110659_C6_07

IBC GENERAL NOTES

SHEET NUMBER:	REVISION:
G-002	0

MODIFICATION INSPECTION NOTES

THE SPECIAL INSPECTION (SI) PROCEDURE IS INTENDED TO CONFIRM THAT CONSTRUCTION AND INSTALLATION MEETS ENGINEERING DESIGN, ATC PROCEDURES AND ATC STANDARD SPECIFICATIONS FOR WIRELESS TOWER SITES.

TO ENSURE THAT THE REQUIREMENTS OF THE SI ARE MET, IT IS VITAL THAT THE GENERAL CONTRACTOR AND THE INSPECTOR BEGIN COMMUNICATING AND COORDINATING AS SOON AS A PO IS RECEIVED FROM AMERICAN TOWER CORPORATION (ATC). IT IS EXPECTED THAT EACH PARTY WILL PROACTIVELY REACH OUT TO THE OTHER PARTY. IF CONTACT INFORMATION IS NOT KNOWN, CONTACT YOUR AMERICAN TOWER POINT OF CONTACT.

SPECIAL INSPECTOR

THE SPECIAL INSPECTOR IS REQUIRED TO CONTACT THE GENERAL CONTRACTOR AS SOON AS RECEIVING A PO FROM ATC. UPON RECEIVING A PO FROM ATC THE SPECIAL INSPECTOR AT A MINIMUM MUST:

- REVIEW THE REQUIREMENTS OF THE SI CHECKLIST.
- WORK WITH THE GENERAL CONTRACTOR TO DEVELOP A SCHEDULE TO CONDUCT ON-SITE INSPECTIONS, INCLUDING FOUNDATION INSPECTIONS.
- ANY CONCERNS WITH THE SCOPE OF WORK OR PROJECT COMMITMENT MUST BE RELAYED TO THE ATC POINT OF CONTACT IMMEDIATELY.

THE SPECIAL INSPECTOR IS RESPONSIBLE FOR COLLECTING ALL GENERAL CONTRACTOR INSPECTION AND TEST REPORTS, REVIEWING THESE DOCUMENTS FOR ADHERENCE TO CONTRACT DOCUMENTS, CONDUCTING THE IN-FIELD INSPECTIONS, AND SUBMITTING THE SI REPORT TO AMERICAN TOWER CORPORATION.

GENERAL CONTRACTOR

THE GENERAL CONTRACTOR IS REQUIRED TO CONTACT THE SI INSPECTOR AS SOON AS RECEIVING A PO FOR THE MODIFICATION INSTALLATION OR TURNKEY PROJECT TO, AT A MINIMUM:

- REVIEW THE REQUIREMENTS OF THE SI CHECKLIST.
- WORK WITH THE SI TO DEVELOP A SCHEDULE TO CONDUCT ON-SITE INSPECTIONS, INCLUDING FOUNDATION INSPECTIONS.
- BETTER UNDERSTAND ALL INSPECTION AND TESTING REQUIREMENTS.

THE GENERAL CONTRACTOR SHALL PERFORM AND RECORD THE TEST AND INSPECTION RESULTS IN ACCORDANCE WITH THE REQUIREMENTS OF THE SI CHECKLIST.

SPECIAL INSPECTION CHECKLIST

INSPECTION DOCUMENT	DESCRIPTION	INSPECTION TESTING REQUIRED	RESPONSIBILITY	SI REVIEW REQUIRED			INSPECTION FREQUENCY	
				PRE CX	DURING CX	POST CX	PERIODIC	CONTINUOUS
SPECIAL INSPECTION FIELD WORK & REPORT	DOCUMENTATION AND SITE VISIT CONDUCTED BY AN ATC APPROVED SPECIAL INSPECTOR AS REQUIRED BY ATC AND OTHER AUTHORITIES HAVING JURISDICTION. INSPECTION PARAMETERS TO FOLLOW ATC'S STANDARD SPECIFICATION FOR WIRELESS TOWER SITES.	✔	SI			✔		
ENGINEERING ASSEMBLY DRAWINGS	GC SHALL SUBMIT DRAWINGS TO SI FOR INCLUSION IN SI REPORT	✔	GC	✔				
FABRICATED MATERIAL VERIFICATION & INSPECTION	MTR AND OR MILL CERTIFICATIONS FOR SUPPLIED MATERIALS GC SHALL SUPPLY SI WITH REPORTS TO BE INCLUDED IN SI REPORT WHEN REQUIRED BY ATC	✔	SI	✔				
CERTIFIED WELD INSPECTION	INSPECTION AND REPORT OF STRUCTURAL WELDING PERFORMED DURING PROJECT COMPLETED BY A CWI AND INCLUDED WITHIN SI REPORT	✔	GC / TA	✔	✔	✔	✔	
FOUNDATION INSPECTION & VERIFICATION	VISUAL OBSERVATION AND APPROVAL OF FOUNDATION EXCAVATION, REBAR PLACEMENT, CASING/SHORING/FORMING PLACEMENT, AND ANCHOR TEMPLATE AND ANCHOR PLACEMENT - TO BE SI APPROVED PRIOR TO CONCRETE POUR AND DOCUMENTED IN THE SI REPORT		SI					
ANCHOR, ROCK ANCHOR OR HELICAL PULL-OUT TEST	PULL TESTING OF INSTALLED ANCHORS TO BE COMPLETED AND DOCUMENTED IN SI REPORT		GC / TA					
CONCRETE INSPECTION & VERIFICATION	CONCRETE MIX DESIGN, SLUMP TEST, COMPRESSIVE TESTING, AND SAMPLE GATHERING TECHNIQUES ARE TO BE PROVIDED FOR INCLUSION IN THE SI REPORT. SI SHALL VERIFY CONCRETE PLACEMENT AS REQUIRED BY THE DESIGN DOCUMENTS (INSPECTION FREQUENCY IS MARKED CONTINUOUS)		GC / TA					
DYWIDAG PLACEMENT/ANCHOR BOLT EMBEDMENT - EPOXY/GROUT INSTALL	ANCHOR/BAR EMBEDMENT, HOLE SIZE, EPOXY/GROUT TYPE, INSTALLATION TEMPERATURE AND INSTALLATION SHALL BE VERIFIED BY THE SI AND INCLUDED IN THE SI REPORT		GC / SI					
BASE PLATE GROUT INSPECTION & VERIFICATION	BASE PLATE GROUTING TYPE AND PLACEMENT SHALL BE CONFIRMED BY THE SI AND INCLUDED IN THE SI REPORT		GC / SI					
EARTHWORK INSPECTION & VERIFICATION	EXCAVATION, FILL, SLOPE, GRADE AND OTHER EARTHWORK REQUIREMENTS PER PLANS SHALL BE VERIFIED BY THE SI AND INCLUDED IN THE SI REPORT		GC / TA					
COMPACTION VERIFICATION	CONTRACTOR SHALL PROVIDE AN INDEPENDENT THIRD PARTY CERTIFIED INSPECTION WHICH PROVIDES TEST RESULTS FOR COMPACTION TEST OF SOILS IN PLACE TO ASTM STANDARDS.		GC / TA					
GROUND TESTING & VERIFICATION	GC SHALL PROVIDE DOCUMENTATION SHOWING THAT THE GROUNDING SYSTEM SHALL HAVE A MEASURED RESISTANCE TO THE GROUND OF NOT MORE THAN THE RECOMMENDED 10 OHMS, PER THE ATC CONSTRUCTION SPECIFICATION UNDER SECTION 2.15 THIS DOCUMENTATION MUST BE AN INDEPENDENT CERTIFICATION.		GC					
STEEL CONSTRUCTION INSPECTION & VERIFICATION	VISUAL OBSERVATION AND APPROVAL OF STEEL CONSTRUCTION TO BE PERFORMED BY THE SI. INSPECTION TO INCLUDE VERIFICATION OF NEW CONSTRUCTION OR MODIFICATION OF EXISTING CONSTRUCTION PER ENGINEERED PLANS. DETAILED VERIFICATION SHALL BE INCLUDED IN SI REPORT.	✔	SI			✔	✔	
ON-SITE COLD GALVANIZING VERIFICATION	SI SHALL VERIFY WITH GC ALL COLD GALVANIZATION TYPE AND APPLICATION AND INCLUDE SUMMARY IN SI REPORT	✔	GC			✔	✔	
GUY WIRE TENSIONING & TOWER ALIGNMENT REPORT	GC SHALL PROVIDE SI EVIDENCE OF PROPER GUY TENSIONING AND TOWER PLUMB PER PLANS. SI SHALL VERIFY AND INCLUDE PLUMB AND TENSION REPORTING IN SI REPORT.		GC					
GC AS-BUILT DRAWINGS WITH CONSTRUCTION RED-LINES	GC SHALL SUBMIT "AS-BUILT" DRAWINGS INDICATING ANY APPROVED CHANGES TO ENGINEERED PLANS TO SI FOR APPROVAL/REVIEW AND INCLUSION IN SI REPORT	✔	GC			✔		
SI AS-BUILT DRAWINGS WITH INSPECTION RED-LINES (AS REQUIRED)	SI SHALL SUBMIT "AS-BUILT" DRAWINGS INDICATING ANY APPROVED CHANGES TO ENGINEERED PLANS WITHIN SI REPORT	✔	SI			✔		
TIA INSPECTION	SI SHALL COMPLETE TIA INSPECTION AND PROVIDE SEPARATE TIA INSPECTION DOCUMENTATION TO ATC CM		SI					
PHOTOGRAPHS	PHOTOGRAPHIC EVIDENCE OF SPECIAL INSPECTION, ON SITE REMEDIATION, AND ITEMS FAILING INSPECTION & REQUIRING FOLLOW UP TO BE INCLUDED WITHIN THE SI REPORT. COMPLETE PHOTO LOG IS TO BE SUBMITTED WITHIN SI REPORT.	✔	GC / SI			✔		

NOTE: SPECIAL INSPECTIONS ARE INTENDED TO BE A COLLABORATIVE EFFORT BETWEEN GC AND SI. WHENEVER POSSIBLE GC IS TO PROVIDE SI WITH PHOTOGRAPHIC OR OTHER ACCEPTABLE EVIDENCE OF PROPER INSTALLATION IF PERIODIC INSPECTION FREQUENCY IS ACCEPTABLE. THE GC AND SI SHALL WORK TO COMPILE EVIDENCE OF PROPER CONSTRUCTION AND LIMIT THE NUMBER OF SI SITE VISITS REQUIRED.

TABLE KEY:
SI - ATC APPROVED SPECIAL INSPECTOR
GC - GENERAL CONTRACTOR
TA - 3RD PARTY TESTING AGENCY
CX - CONSTRUCTION
CM - CONSTRUCTION MANAGER
ATC - AMERICAN TOWER CORPORATION

AMERICAN TOWER®
ATC TOWER SERVICES, LLC
1 FENTON MAIN STREET
SUITE 300
CARY, NC 27511
PHONE: (919) 468-0112
COA: 2488-E

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REV.	DESCRIPTION	BY	DATE
0	FIRST ISSUE	RFL	02/25/25

ATC SITE NUMBER:
412671
ATC SITE NAME:
OLD SHELL ROAD
ALABAMA

SITE ADDRESS:
6710 OLD SHELL ROAD
MOBILE, AL 36608

ALABAMA LICENSED No. 35283 PROFESSIONAL ENGINEER JOSHUA H. WALTON

Digitally Signed: 2025-03-03

DRAWN BY:	RFL
APPROVED BY:	MER
DATE DRAWN:	02/25/25
ATC JOB NO:	14110659_C6_07

SPECIAL INSPECTION CHECKLIST

SHEET NUMBER:	REVISION:
G-003	0

BILL OF MATERIALS

QUANTITY REQUIRED	QUANTITY PROVIDED	PART NUMBER	DESCRIPTION	LENGTH	SHEET LIST	PART WEIGHT	WEIGHT (lb)	NOTES
			#20 DYWIDAG REINFORCEMENT MATERIAL & HARDWARE					
3	3	DYD-20-ATR-30	#20 ALL THREAD ROD 30'	30'-0"	S-501	501.0	1503	GALVANIZED
3	3	DYD-20-ATR-PF	#20 ALL THREAD ROD (PER FT)	10'-0"	S-501	167.0	501	GALVANIZED
3	3	DYD-20-COUP-00	#20 COUPLING HDG	----	----	----	----	GALVANIZED
6	6	DYD-20-HN-00	#20 HEX NUT HDG	----	----	----	----	GALVANIZED
194	204	UB-580-3125	U-BOLT ASSEMBLIES FOR #20 ROD	----	----	----	----	GALVANIZED
123	129	NG-0625-0875-A490	NEXGEN2 BLIND BOLT ASSEMB., M20 W/ SPRING SLEEVE, A490	----	----	----	----	
6	7	NG-0938-1438-A490	NEXGEN2 BLIND BOLT ASSEMB., M20 W/ SPRING SLEEVE, A490	----	----	----	----	
33	33	BR-20C	L 6" X 3 1/2" X 3/8"	1'-0"	S-502	12.3	406	CONCENTRIC
3	3	TB-20C-8	L 6" X 3 1/2" X 3/8"	2'-5 1/2"	S-502	30.2	91	CONCENTRIC
6	6	TB-20C-12	L 6" X 3 1/2" X 3/8"	3'-6 3/4"	S-502	43.8	263	CONCENTRIC
32	37	#20SB	STEP BOLT WELDMENT	0'-7 1/4"	S-503	2.5	93	
2	2	----	STUD MOUNT CABLE GUIDE - 1/2"Ø	----	----	----	----	
2	2	----	ROUND LEG INTERMEDIATE BRACKET	----	----	----	----	
			FLAT PLATE MATERIAL & HARDWARE					
3	3	412671-1	PL 1 1/4" X 3"	11'-1"	S-504, Z-501	148.5	446	
3	3	412671-2	PL 1 1/4" X 3"	4'-9"	S-504, Z-501	63.6	191	
3	3	412671-3	PL 1 1/4" X 3"	2'-9"	S-504, Z-501	36.8	110	
57	60	NG-1438-1875-A490	NEXGEN2 BLIND BOLT ASSEMB., M20 W/ SPRING SLEEVE, A490	----	----	----	----	
27	28	NG-2688-3750-A490	NEXGEN2 BLIND BOLT ASSEMB., M20 W/ SPRING SLEEVE, A490	----	----	----	----	
9	14	FPSB	FLAT PLATE STEP BOLT WELDMENT	0'-7 1/4"	S-505	2.0	28	
			EXTENSION MATERIAL & HARDWARE					
1	1	CP18BC	PL 1/8" X 22"	1'-10"	S-509	14.1	14	
2	2	412671-4	PL 1 1/2" X 12"	2'-0"	S-507, Z-502	75.8	152	
3	3	412671-5	INTERFACE WELDMENT	2'-0"	S-508, Z-503	170.7	512	
1	1	412671-6	14" OD PIPE EXTENSION WELDMENT	21'-0"	S-509, Z-504, Z-505	1518.5	1519	
18	19	SB-625-8250	STEP BOLT	----	----	----	----	
36	38	----	LOCK WASHER, 5/8"Ø	----	----	----	----	GALVANIZED
36	38	----	HEAVY HEX NUT, 5/8"Ø ASTM A563 DH	----	----	----	----	GALVANIZED
2	3	BK-1000-350-A325	BOLT, 1"Ø A325 W/ HHN-LKW-FW, GALVANIZED	3 1/2"	----	----	----	
24	25	BK-1000-475-A325	BOLT, 1"Ø A325 W/ HHN-LKW-FW, GALVANIZED	4 3/4"	----	----	----	
24	25	SW-1000-A325	DTI SQUIRTER WASHER, 1"Ø (A325 RATED)	----	----	----	----	
1	1	SC-PM-180-SSC	SAFETY CLIMB (GALVANIZED STAINLESS STEEL CABLE)	180'-0"	----	----	----	
					TOTAL WEIGHT (lb)		**5,829**	**PAGE 1 OF 1**

AMERICAN TOWER®
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ALABAMA

SITE ADDRESS:
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MOBILE, AL 36608

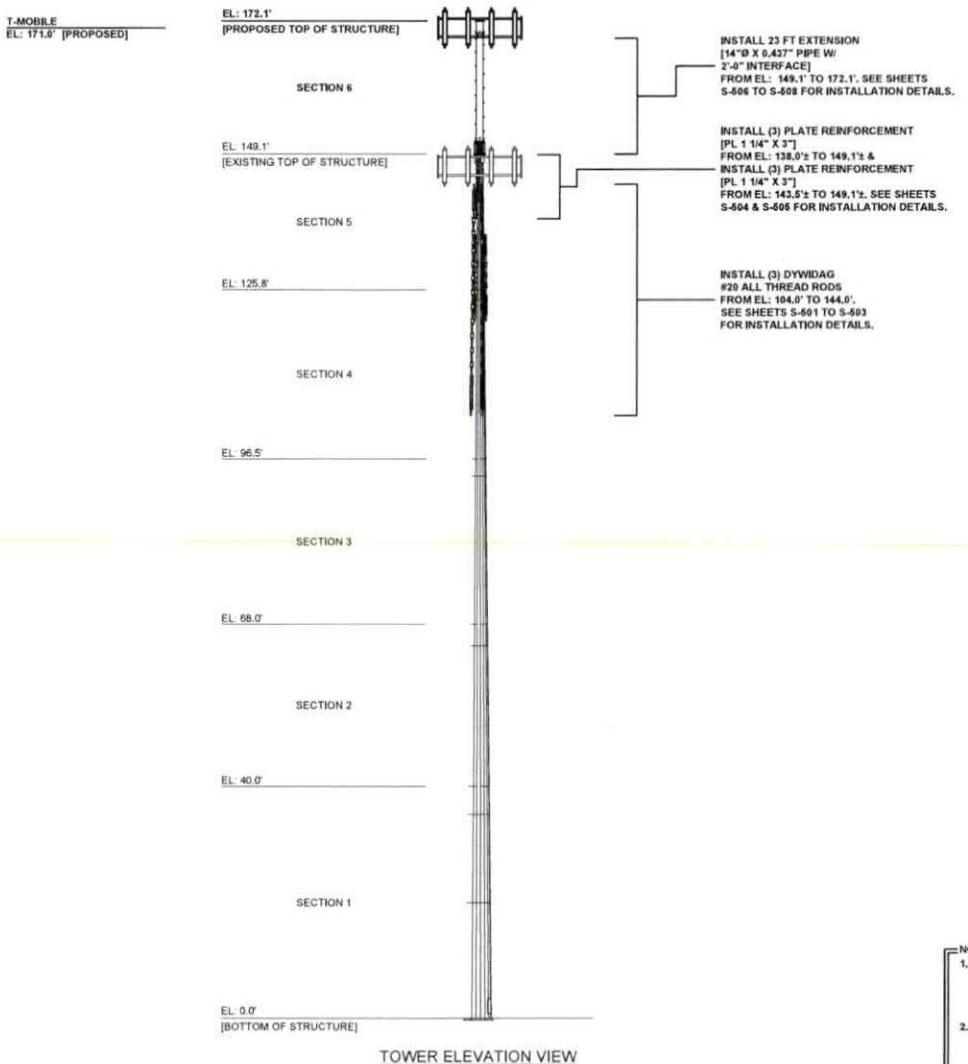
ALABAMA LICENSED
No. 35283
PROFESSIONAL
ENGINEER
JOSHUA H. WALTON

Digitally Signed: 2025-03-03

DRAWN BY:	RFL
APPROVED BY:	MER
DATE DRAWN:	02/25/25
ATC JOB NO:	14110659_C6_07

BILL OF MATERIALS

SHEET NUMBER:	REVISION:
G-004	0



TOWER ELEVATION VIEW

NOTES:

1. BASE FLANGE WELD AND STIFFENER PLATE WELDS (WHEN PRESENT) ARE TO BE INSPECTED VISUALLY AND BY NDT METHODS BY A CERTIFIED WELD INSPECTOR WITH NDT LEVEL II CERTIFICATION. RESULTS ARE TO BE SENT TO PM@AMERICANTOWER.COM.
2. CONTACT AMERICAN TOWER FIELD OPERATIONS WHEN EXISTING EQUIPMENT INTERFERES WITH INSTALLATION OF MODIFICATIONS. ONCE APPROVED, EXISTING EQUIPMENT MAY BE TEMPORARILY MOVED DURING INSTALLATION & REINSTALLED TO THE ORIGINAL HEIGHT & LOCATION BY CONTRACTOR POST COMPLETION OF MODIFICATIONS.
3. A CONSTRUCTION WASTE MANAGEMENT PLAN, AS NEEDED, WILL BE COMPLETED PRIOR TO FINAL INSPECTION.

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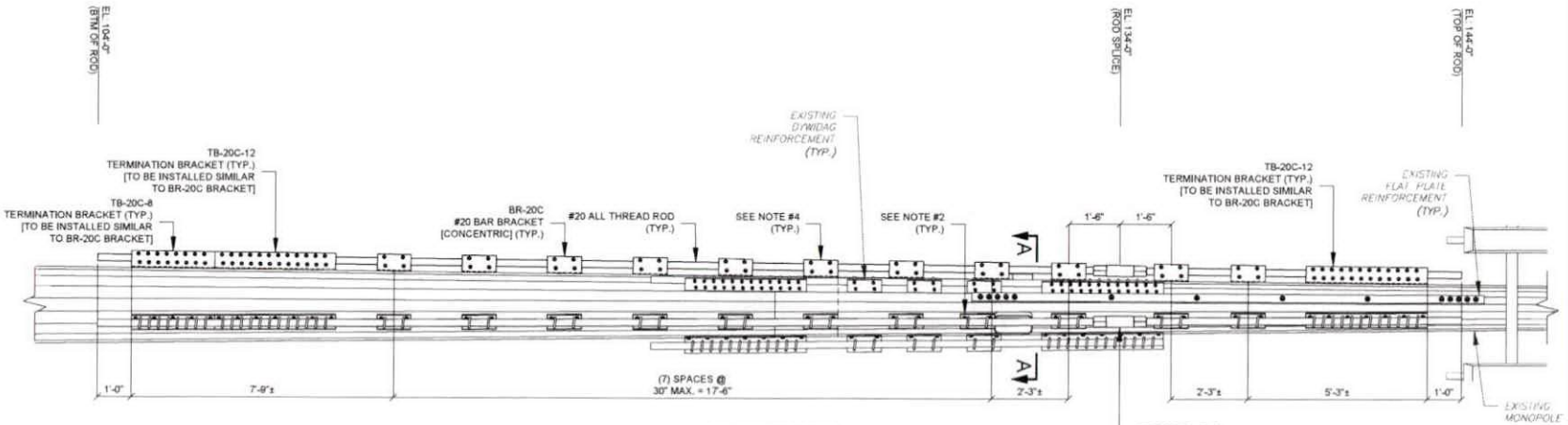
ALABAMA LICENSED No. 35283 PROFESSIONAL ENGINEER JOSHUA H. WALTON

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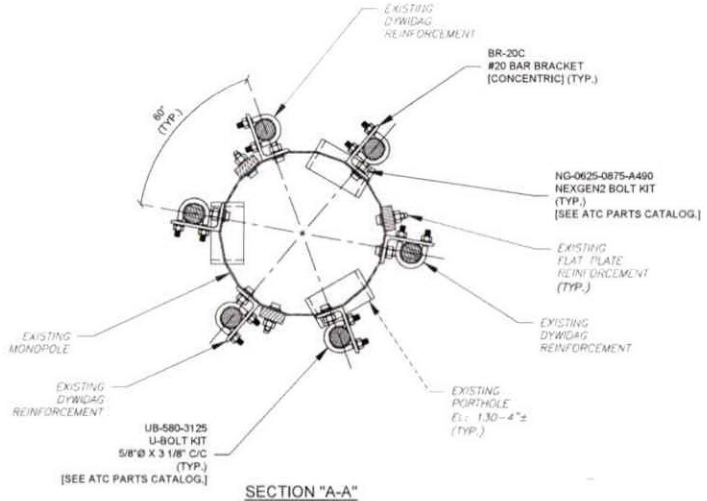
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APPROVED BY:	MER
DATE DRAWN:	02/25/25
ATC JOB NO:	14110659_C6_07

MODIFICATION PROFILE

SHEET NUMBER:	REVISION:
S-201	0



ELEVATION VIEW
#20 BAR BRACKET SPACING DETAIL
(PROPOSED FLAT PLATE REINFORCEMENT
NOT SHOWN FOR CLARITY)



SECTION "A-A"
TYPICAL DETAIL

NOTES:
1. REPLACE ANY EXISTING STEP BOLTS THAT INTERFERE WITH THE NEW #20 ALL THREAD ROD REINFORCEMENTS. THE NEW STEP BOLTS SHALL BE ATTACHED TO THE #20 ALL THREAD RODS IN THE SAME APPROXIMATE LOCATION. SEE SHEET S-503 FOR INSTALLATION DETAILS.
2. PLACE A BRACKET (BR-20C) DIRECTLY ABOVE AND BELOW ANY EXISTING PORTHOLE AS REQUIRED.
3. SEE SHEET S-502 FOR #20 ALL THREAD ROD BRACKET INSTALLATION DETAILS.
4. NG-0938-1438-A490 NEXGEN2 BOLT KITS ARE SUPPLIED AS REQUIRED FOR BAR BRACKET CONNECTIONS THAT FALL WITHIN SLIP JOINT LOCATIONS.

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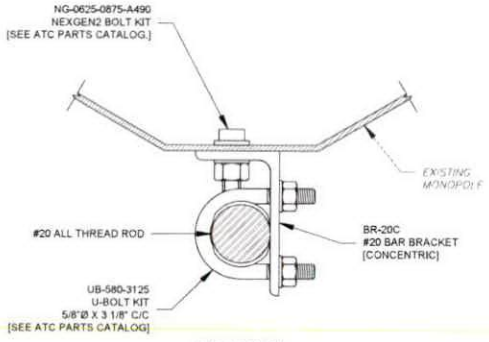
ALABAMA LICENSED No. 35283 PROFESSIONAL ENGINEER JOSHUA H. WALTON

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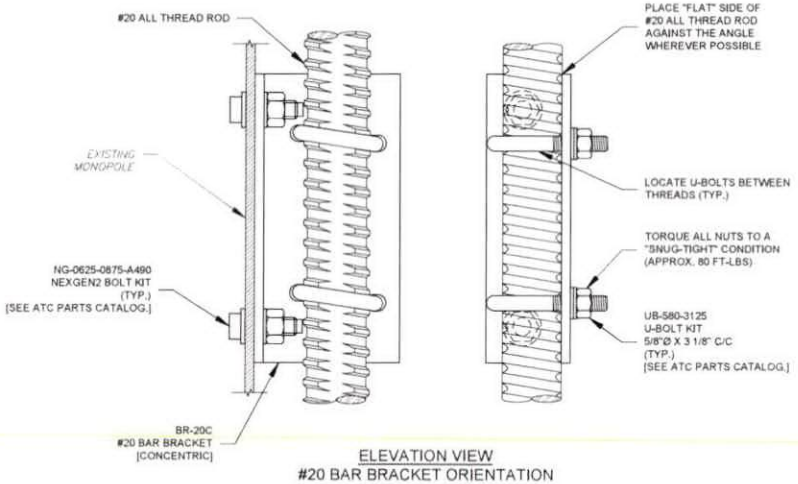
DRAWN BY:	RFL
APPROVED BY:	MER
DATE DRAWN:	02/25/25
ATC JOB NO:	14110659_C6_07

REINFORCEMENT
INSTALLATION DETAILS
(1 OF 2)

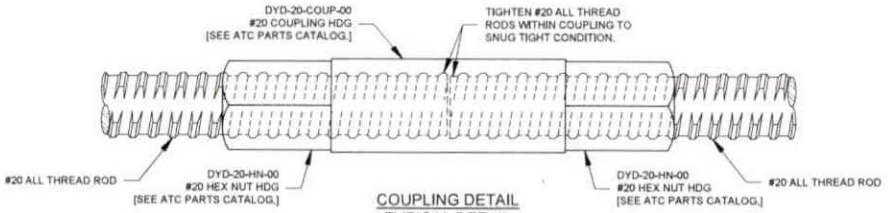
SHEET NUMBER:	REVISION:
S-501	0



PLAN VIEW
#20 BAR BRACKET ORIENTATION
[CONCENTRIC]



ELEVATION VIEW
#20 BAR BRACKET ORIENTATION
[CONCENTRIC]



COUPLING DETAIL
TYPICAL DETAIL

AMERICAN TOWER®
ATC TOWER SERVICES, LLC
1 FENTON MAIN STREET
SUITE 300
CARY, NC 27511
PHONE: (919) 468-0112
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REV.	DESCRIPTION	BY	DATE
0	FIRST ISSUE	RFL	02/25/25
1			
2			
3			
4			

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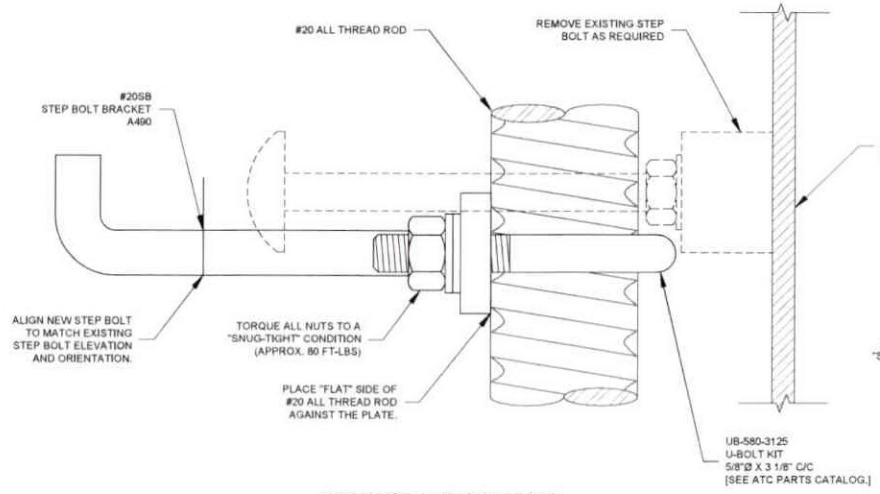
ALABAMA LICENSED No. 35283 PROFESSIONAL ENGINEER JOSHUA H. WALTON

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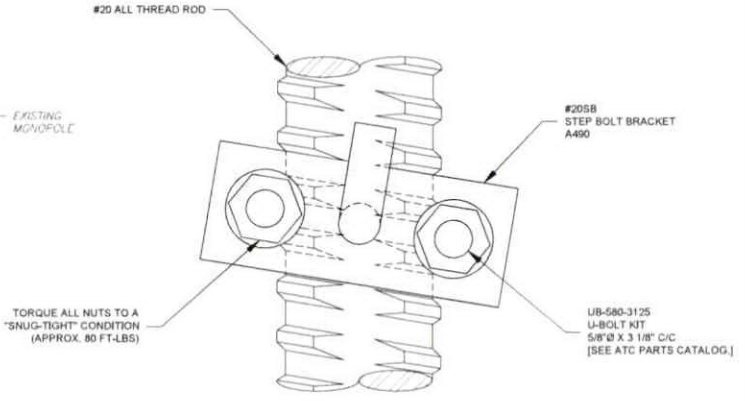
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REINFORCEMENT
INSTALLATION DETAILS
(2 OF 2)

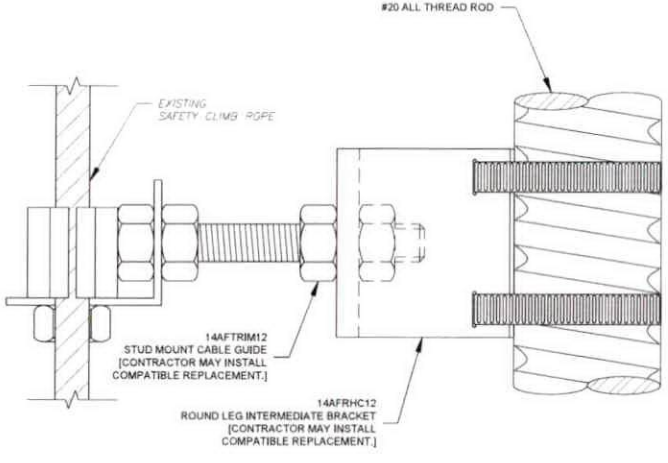
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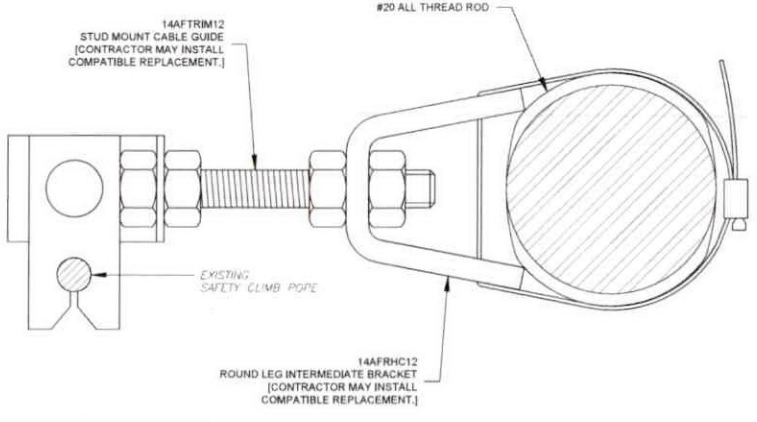
#20SB INSTALLATION DETAILS
SIDE VIEW



#20SB INSTALLATION DETAILS
FRONT VIEW



SAFETY CLIMB CABLE GUIDE INSTALLATION
SIDE VIEW



SAFETY CLIMB CABLE GUIDE INSTALLATION
TOP VIEW

NOTES:
1. STEP PEG SPACING IS NOT TO EXCEED 16" MAX. STAGGERED OR 30" MAX. ON ANY SINGLE SIDE OF THE DYWIDAG BAR.
2. SAFETY CLIMB CABLE GUIDE SPACING IS NOT TO EXCEED 20' MAX.

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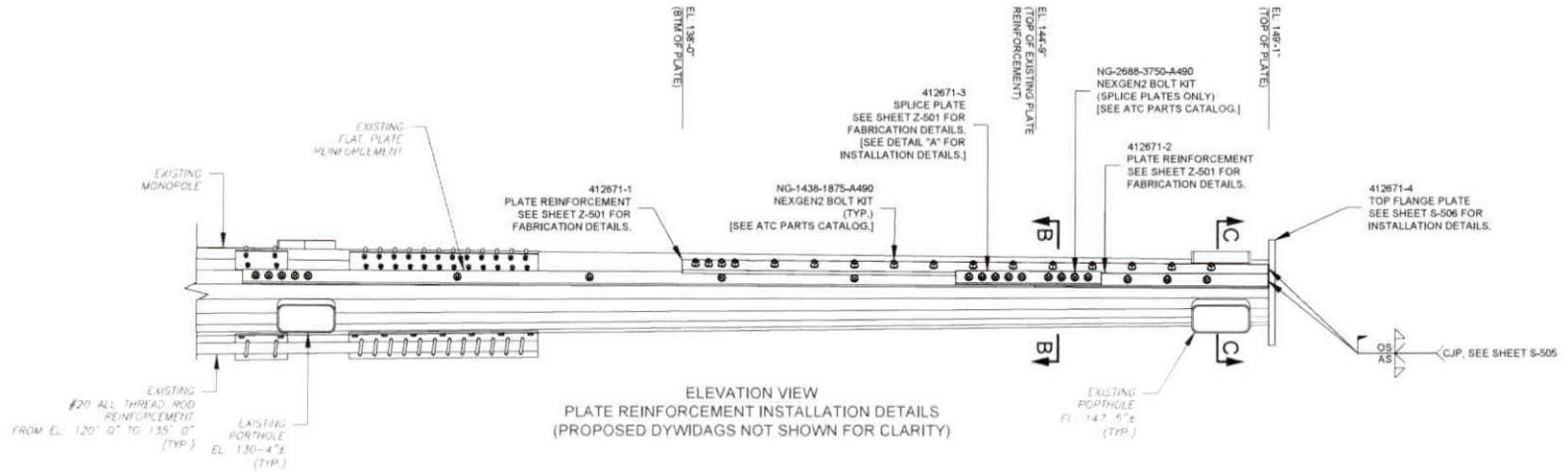
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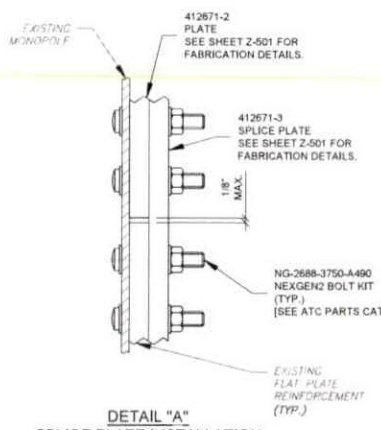
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#20 STEP BOLT BRACKET INSTALLATION DETAILS

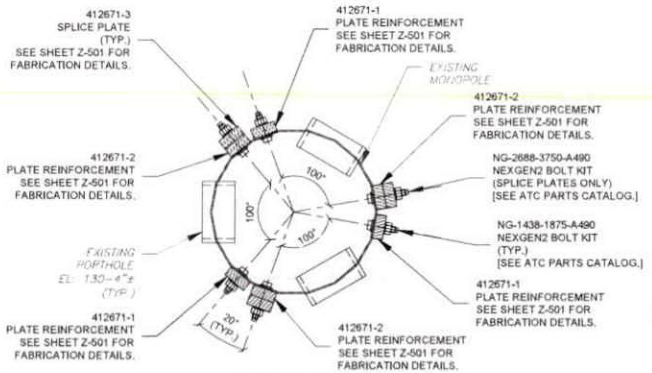
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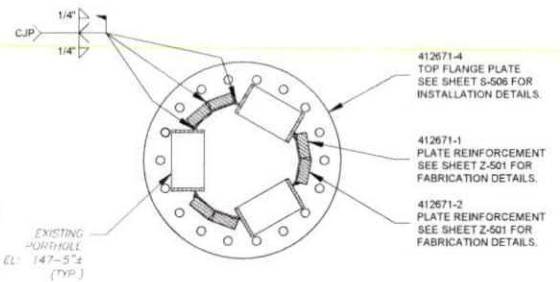
ELEVATION VIEW
PLATE REINFORCEMENT INSTALLATION DETAILS
(PROPOSED DYWIDAGS NOT SHOWN FOR CLARITY)



DETAIL "A"
SPLICE PLATE INSTALLATION



SECTION "B-B"
TYPICAL DETAIL



SECTION "C-C"
TYPICAL DETAIL

NOTES:
1. PLATE REINFORCEMENTS TO BE INSTALLED CENTERED ON TOWER FACE AS MUSH AS POSSIBLE.
2. FIELD DRILL 1 3/16"Ø BOLT HOLE IN EXISTING MONOPOLE TO ACCOMMODATE NEW NEXGEN2® BLIND BOLT ASSEMBLY.
3. REPLACE ANY EXISTING STEP BOLTS THAT INTERFERE WITH THE NEW PLATE REINFORCEMENT, SEE SHEET S-505 FOR INSTALLATION DETAILS.

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1 FENTON MAIN STREET
SUITE 300
CARY, NC 27511
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REV.	DESCRIPTION	BY	DATE
0	FIRST ISSUE	RFL	02/25/25

ATC SITE NUMBER:

ATC SITE NAME:
OLD SHELL ROAD
ALABAMA

SITE ADDRESS:
6710 OLD SHELL ROAD
MOBILE, AL 36608

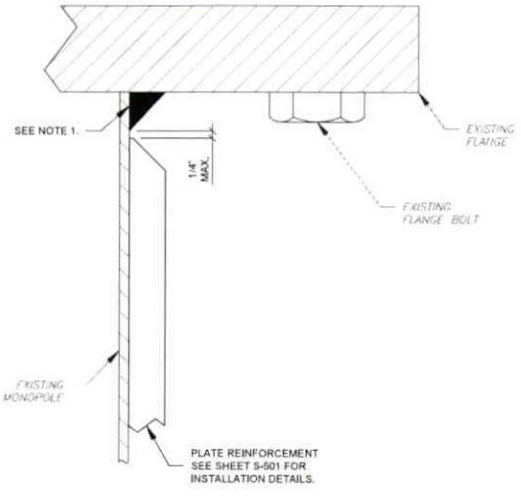
ALABAMA LICENSED No. 35283 PROFESSIONAL ENGINEER JOSHUA H. WALTON

Digitally Signed: 2025-03-03

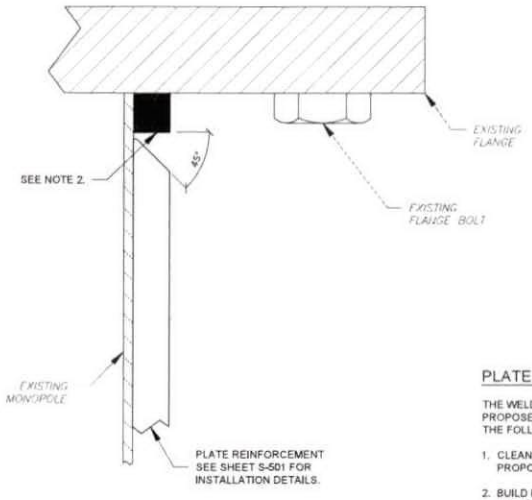
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APPROVED BY:	MER
DATE DRAWN:	02/25/25
ATC JOB NO:	14110659_C6_07

PLATE REINFORCEMENT INSTALLATION DETAILS

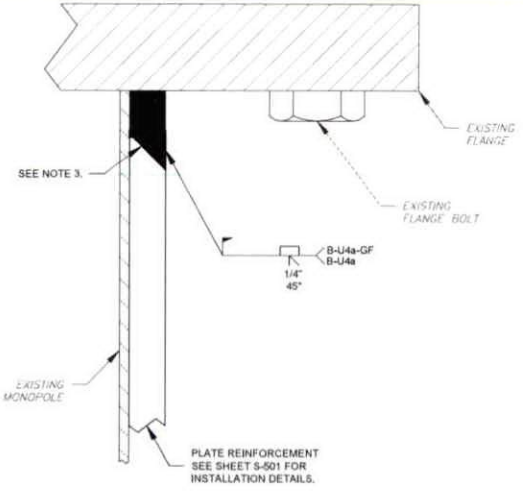
SHEET NUMBER:	REVISION:
S-504	0



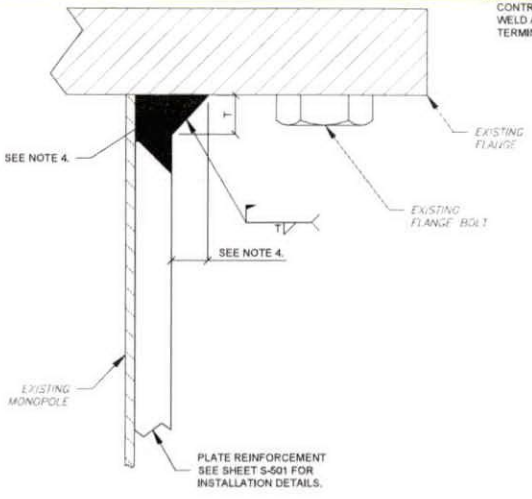
ELEVATION VIEW
STEP 1



ELEVATION VIEW
STEP 2



ELEVATION VIEW
STEP 3



ELEVATION VIEW
STEP 4

PLATE REINFORCEMENT BASE WELD PROCEDURE:

THE WELD SHOWN IS LOCATED AT THE FLANGE AT EL. 149'-1"± OF EXISTING MONOPOLE WITH PROPOSED FLAT PLATE TERMINATING AT THAT LOCATION. THE WELD NEEDS TO BE INSTALLED WITH THE FOLLOWING PROCEDURE:

1. CLEAN GALVANIZING FROM EXISTING WELD AND ALL WELD CONTACT SURFACES. PLACE PROPOSED PLATE REINFORCEMENT ABOVE EXISTING WELD AS SHOWN.
2. BUILD PLATFORM WITH WELD (BUTTER) TO MATCH THE HEIGHT OF THE EXISTING FILLET WELD PER SECTION 5.22.4.3 OF AWS D1.1/D1.1M:2010. ENGINEERING APPROVAL IS PROVIDED FOR CORRECTING ROOT OPENINGS GREATER THAN THOSE PERMITTED IN SECTION 5.22.4.3 IN ACCORDANCE WITH SECTION 5.22.4.4.
3. PERFORM CJP WELD USING EXISTING MONOPOLE AS BACKING BAR.
4. REINFORCING FILLET WELD SIZED TO MATCH EXISTING FILLET WELD. PRIOR TO CONSTRUCTION CONTRACTOR TO VERIFY THAT THERE IS ADEQUATE CLEARANCE BETWEEN THE PROPOSED WELD AND THE EXISTING FLANGE BOLTS. IF INTERFERENCE OCCURS AN ALTERNATIVE PLATE TERMINATION MAY BE REQUIRED ADDITIONAL DESIGN FEES MAY BE INCURRED.

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ATC SITE NUMBER:
412671
ATC SITE NAME:
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ALABAMA

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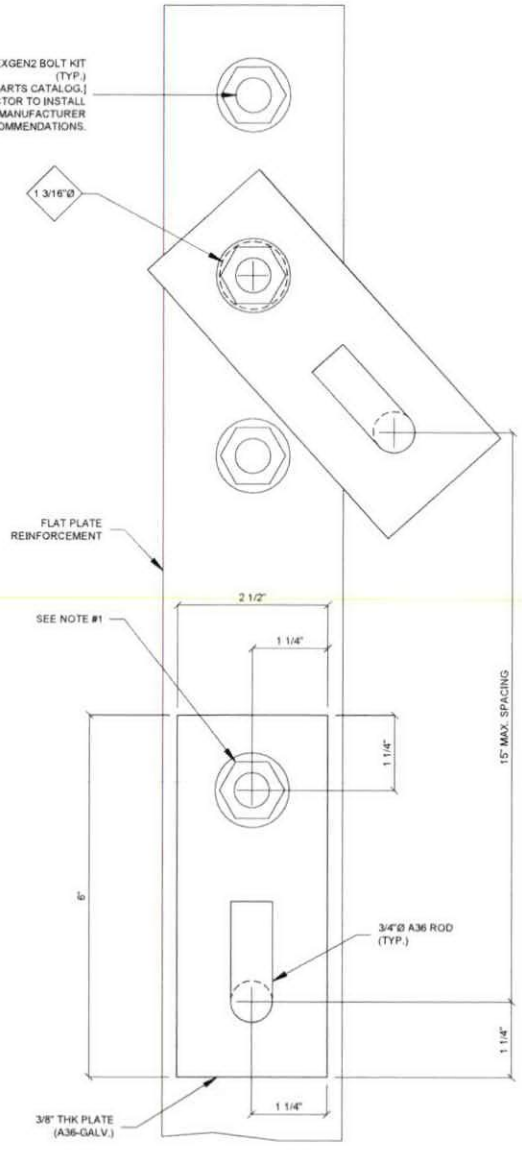
ALABAMA LICENSED No. 35283 PROFESSIONAL ENGINEER JOSHUA H. WALTON

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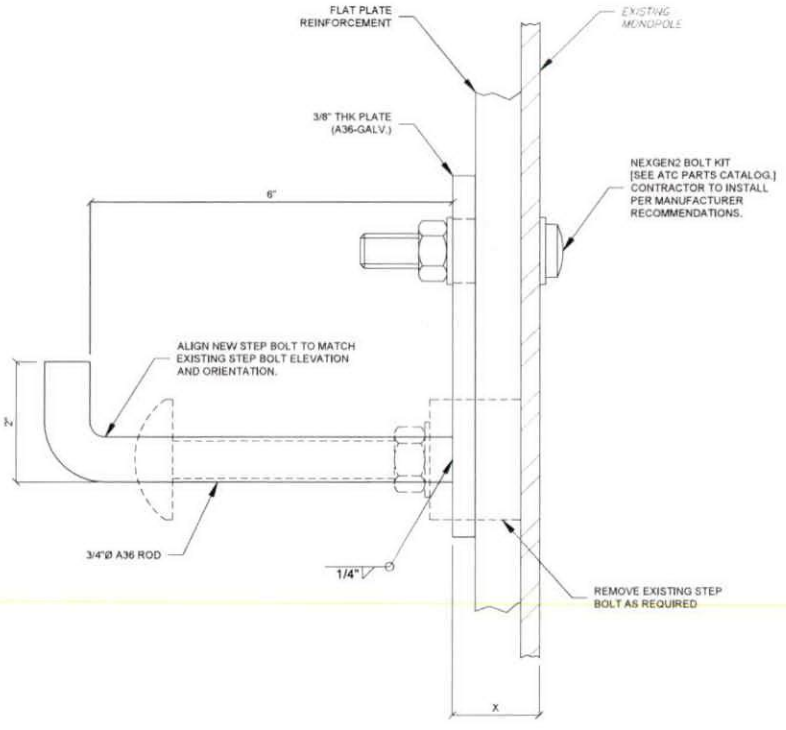
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DATE DRAWN:	02/25/25
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PLATE REINFORCEMENT
WELD DETAILS

SHEET NUMBER:	REVISION:
S-505	0



FRONT VIEW



SIDE VIEW

NEXGEN2 BLIND BOLTS (A490)		
ATC KIT NUMBER	ALLFASTENER	RANGE (IN)
NG-0625-0875-A490	2NG2060	0.625-0.875
NG-0938-1438-A490	2NG2036	0.9375-1.4375
NG-1438-1875-A490	2NG2048	1.4375-1.875
NG-1875-2250-A490	2NG2057	1.875-2.25
NG-2250-2688-A490	2NG2068	2.25-2.6875
NG-2688-3750-A490	2NG2096	2.6875-3.75
NG-3750-5000-A490	2NG2127	3.75-5
NG-5000-8313-A490	2NG2212	5-8.3125

NOTES:

1. BLIND BOLT LENGTHS TO BE VERIFIED PRIOR TO FLAT PLATE AND STEP BOLT INSTALLATION. USE NEXGEN2 BLIND BOLT CHART.
2. STEP PEG SPACING IS NOT TO EXCEED 15" MAX. STAGGERED OR 30" MAX. ON ANY SINGLE SIDE OF THE FLAT PLATE.

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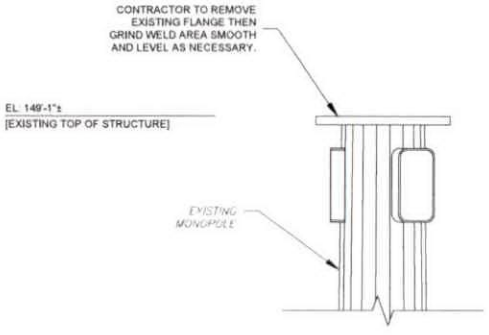
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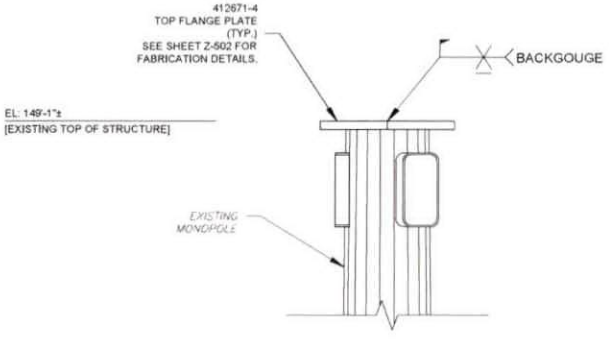
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FLAT PLATE STEP BOLT BRACKET FABRICATION & INSTALLATION DETAILS

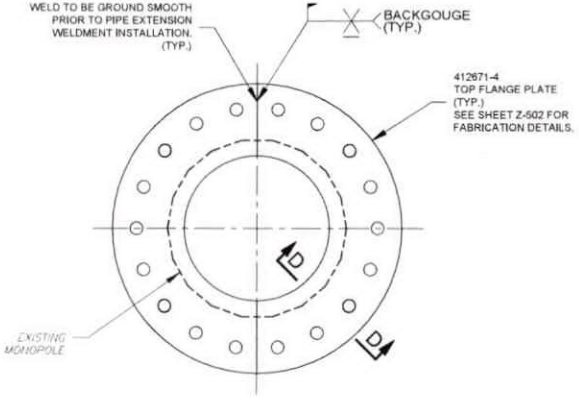
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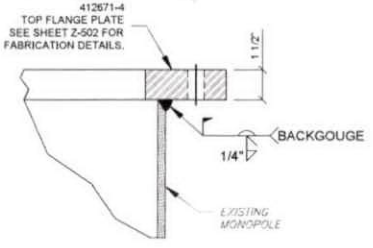
ELEVATION VIEW
EXISTING CONDITION



ELEVATION VIEW
TOP FLANGE PLATE INSTALLATION



PLAN VIEW
TOP FLANGE PLATE INSTALLATION



SECTION "D-D"
FLANGE PLATE WELD DETAIL

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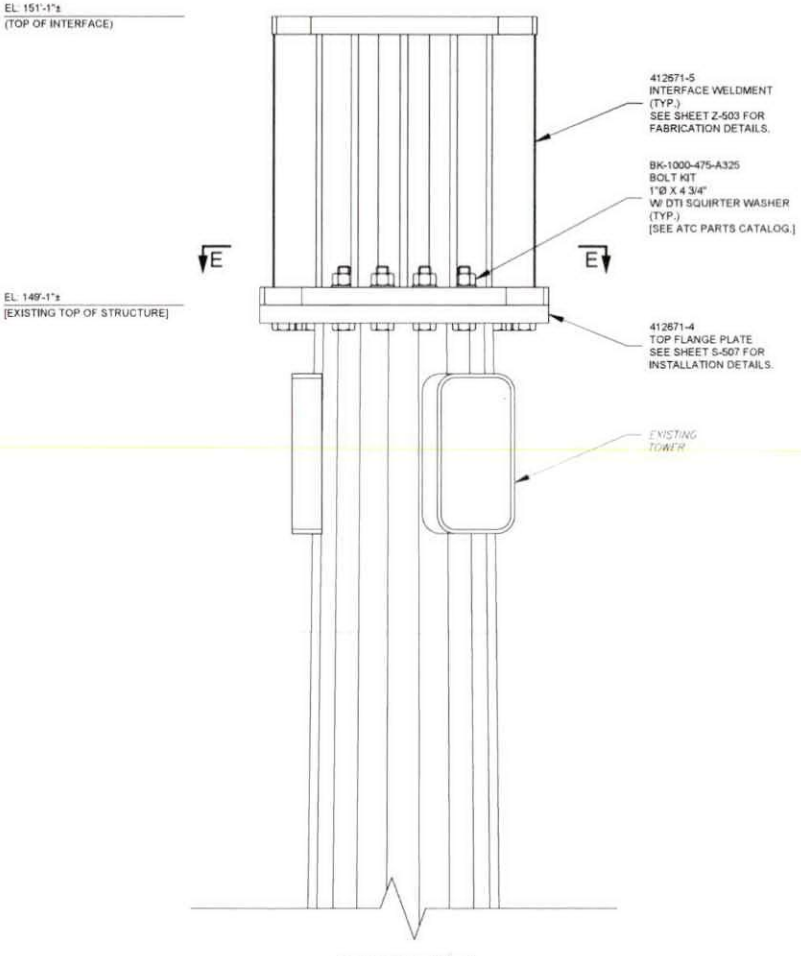
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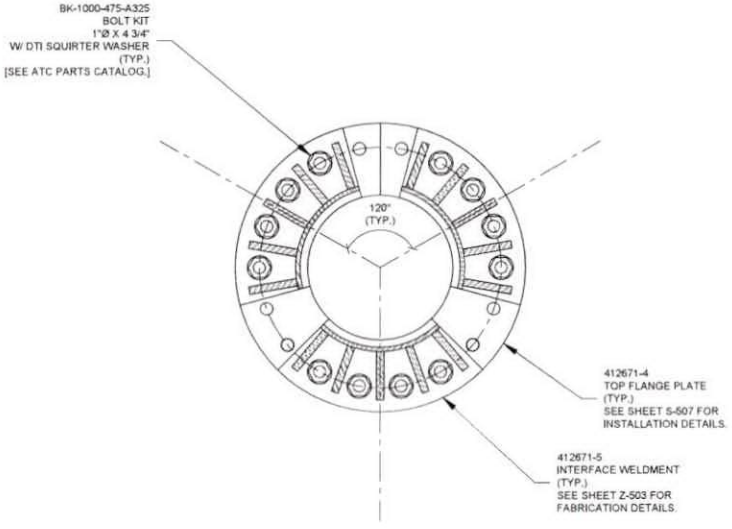
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APPROVED BY:	MER
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TOP FLANGE PLATE
INSTALLATION DETAILS

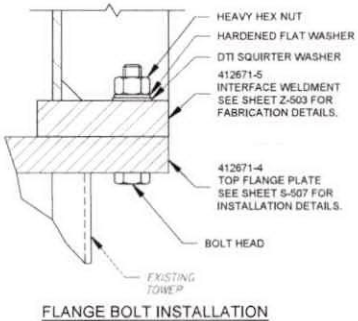
SHEET NUMBER:	REVISION:
S-507	0



ELEVATION VIEW
INTERFACE INSTALLATION



SECTION "E-E"
TYPICAL DETAIL



FLANGE BOLT INSTALLATION
TYPICAL DETAIL

1. **ALL FLANGE BOLTS SHALL BE TIGHTENED USING DTI SQUIRTER WASHERS FOR TENSION VERIFICATION. SEE SHEET G-002 FOR DETAILS.**
2. **PROPER TORQUE GENERATING EQUIPMENT, WHICH MAY INCLUDE IMPACT WRENCHES, IS REQUIRED IN ORDER TO ACHIEVE DTI COMPRESSION WITH SQUIRT INDICATION. MANUFACTURER GUIDELINES FOR DTI INSTALLATION ARE TO BE FOLLOWED.**

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ALABAMA LICENSED No. 35283 PROFESSIONAL ENGINEER JOSHUA H. WALTON

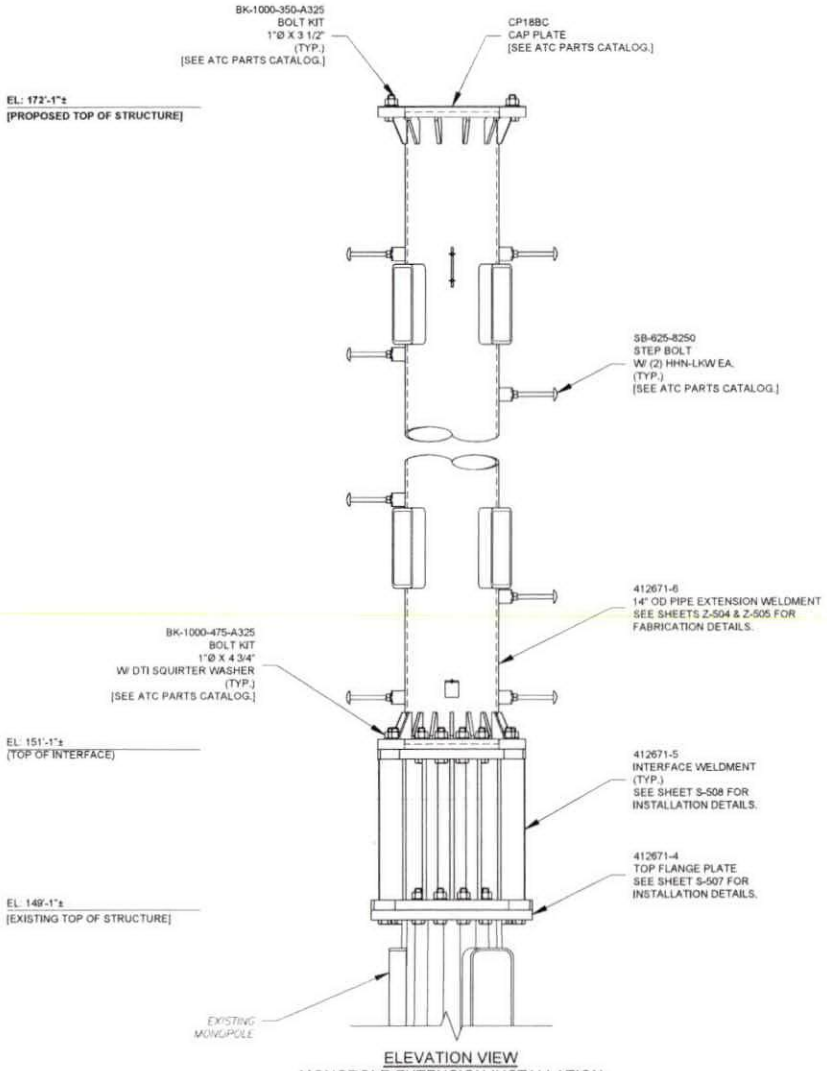
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APPROVED BY:	MER
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INTERFACE WELDMENT
INSTALLATION DETAILS

SHEET NUMBER:	REVISION:
S-508	0

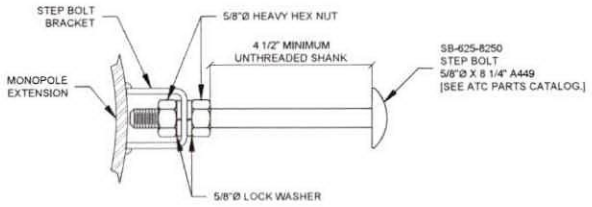
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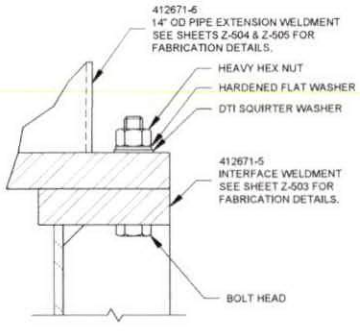
ELEVATION VIEW
MONOPOLE EXTENSION INSTALLATION

NOTES:

1. ALIGN NEW EXTENSION WELDMENT SAFETY CLIMB BRACKETS TO MATCH EXISTING SAFETY CLIMB SYSTEM AND CLIMBING PATH.
2. REMOVE EXISTING SAFETY CLIMB CABLE AND ASSOCIATED HARDWARE / MOUNTS. INSTALL NEW ATC-APPROVED SAFETY CLIMB SYSTEM WITH NEW 3/8"Ø SAFETY CLIMB CABLE. ENSURE 100% TIE-OFF IS MAINTAINED AND CABLE IS FREE OF ALL OBSTRUCTIONS. CONTRACTOR SHALL INSTALL THE PROVIDED SAFETY CLIMB IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.



STEP BOLT INSTALLATION
TYPICAL DETAIL



FLANGE BOLT INSTALLATION
TYPICAL DETAIL

1. ALL FLANGE BOLTS SHALL BE TIGHTENED USING DTI SQUIRTER WASHERS FOR TENSION VERIFICATION. SEE SHEET G-002 FOR DETAILS.
2. PROPER TORQUE GENERATING EQUIPMENT, WHICH MAY INCLUDE IMPACT WRENCHES, IS REQUIRED IN ORDER TO ACHIEVE DTI COMPRESSION WITH SQUIRT INDICATION. MANUFACTURER GUIDELINES FOR DTI INSTALLATION ARE TO BE FOLLOWED.

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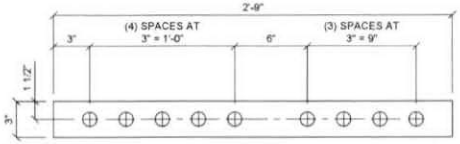
ALABAMA LICENSED No. 35283 PROFESSIONAL ENGINEER JOSHUA H. WALTON

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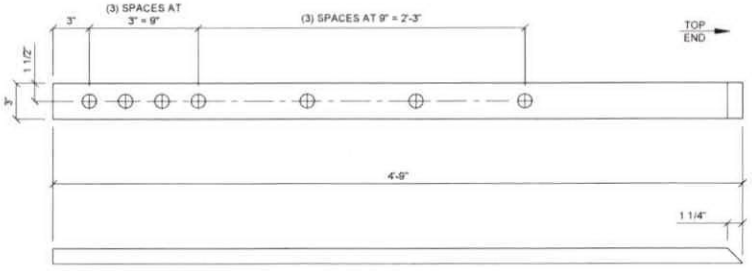
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APPROVED BY:	MER
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ATC JOB NO:	14110659_C6_07

MONOPOLE EXTENSION
INSTALLATION DETAILS

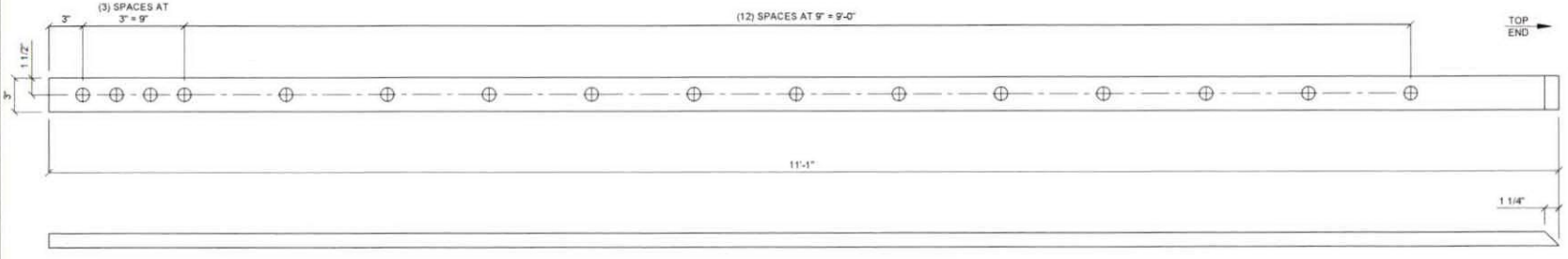
SHEET NUMBER:	REVISION:
S-509	0



412671-3
SPLICE PLATE



412671-2
PLATE REINFORCEMENT



412671-1
PLATE REINFORCEMENT

412671-3	PL 1 1/4" X 3"	2'-9"		35.1#	36.8#
412671-2	PL 1 1/4" X 3"	4'-9"		60.6#	63.6#
412671-1	PL 1 1/4" X 3"	11'-1"		141.4#	148.5#
PART NO.	**DESCRIPTION**	**LENGTH**	**NOTES**	**BLK WT**	**GALV WT**
MATERIAL: A572 GR. 65		**FINISH:** GALVANIZED		**HOLES:** 1-3/16"Ø	
TOLERANCE NOTE: TOLERANCES ON DIMENSIONS ARE ±0.030" FOR MACHINING AND ±0.060" FOR STRUCTURAL, U.N.O.					

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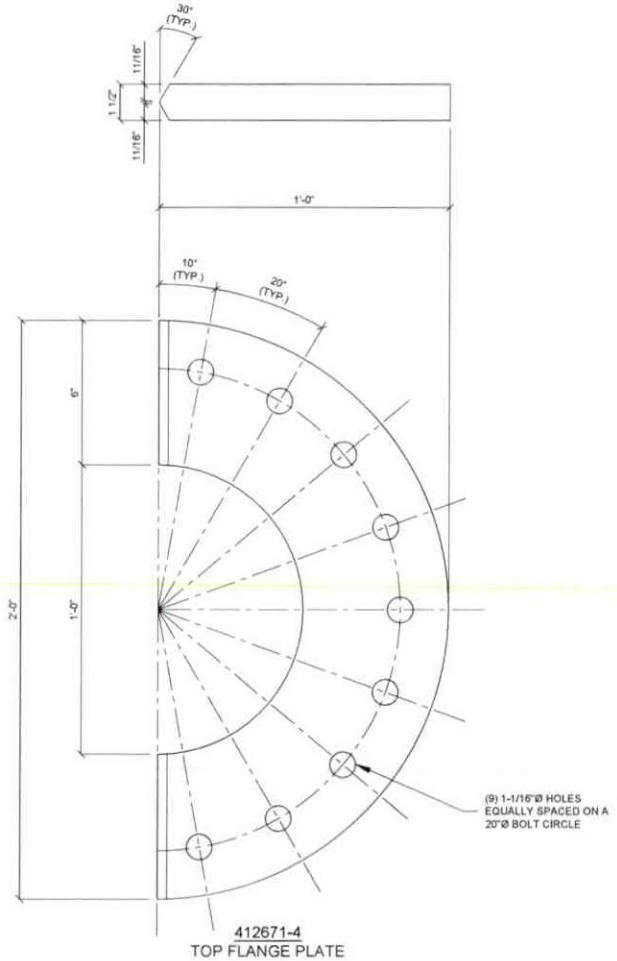
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DRAWN BY:	RFL
APPROVED BY:	MER
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PLATE REINFORCEMENT
FABRICATION DETAILS

SHEET NUMBER:	REVISION:
Z-501	0



412671-4
TOP FLANGE PLATE

412671-4	PL 1 1/2" X 12"	2'-0"	A572 GR. 50 / ROUND	72.2#	75.8#
PART NO.	DESCRIPTION	LENGTH	NOTES	BLK WT	GALV WT
MATERIAL: A36 U.N.O.		FINISH: GALVANIZED		HOLES: AS NOTED	
TOLERANCE NOTE: TOLERANCES ON DIMENSIONS ARE ±0.030" FOR MACHINING AND ±0.060" FOR STRUCTURAL, U.N.O.					

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CARY, NC 27511
PHONE: (919) 468-0112
COA: 2488-E

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REV.	DESCRIPTION	BY	DATE
0	FIRST ISSUE	RFL	02/25/25

ATC SITE NUMBER:

ATC SITE NAME:
OLD SHELL ROAD
ALABAMA

SITE ADDRESS:
6710 OLD SHELL ROAD
MOBILE, AL 36608

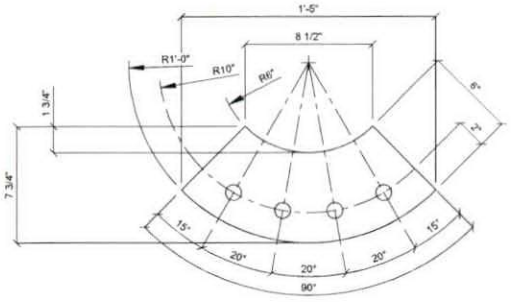
ALABAMA LICENSED No. 35283 PROFESSIONAL ENGINEER JOSHUA H. WALTON

Digitally Signed: 2025-03-03

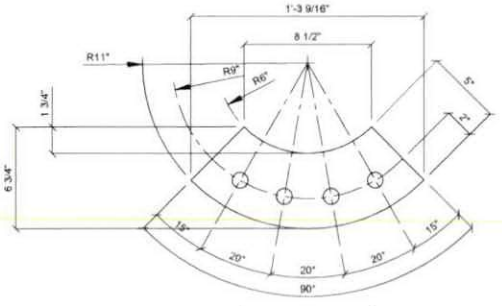
DRAWN BY:	RFL
APPROVED BY:	MER
DATE DRAWN:	02/25/25
ATC JOB NO:	14110659_C6_07

TOP FLANGE PLATE
FABRICATION DETAILS

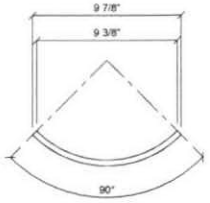
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Z-502	0



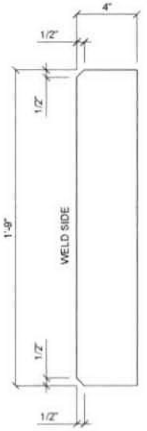
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FLANGE PLATE



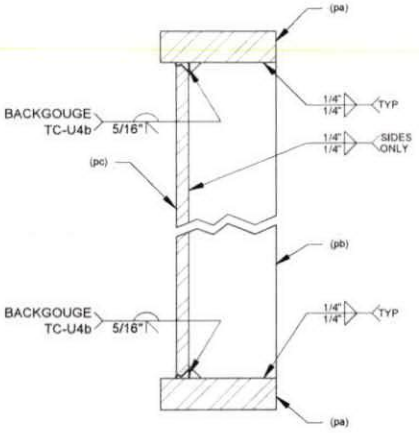
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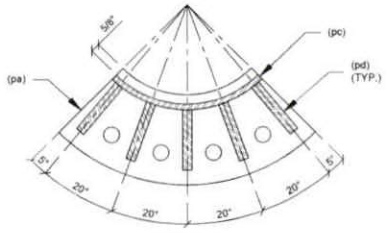
(pc)
PARTIAL PIPE



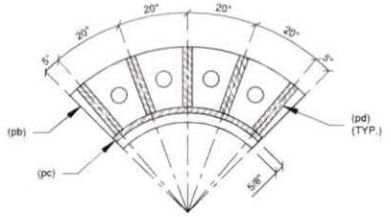
(pd)
STIFFENER



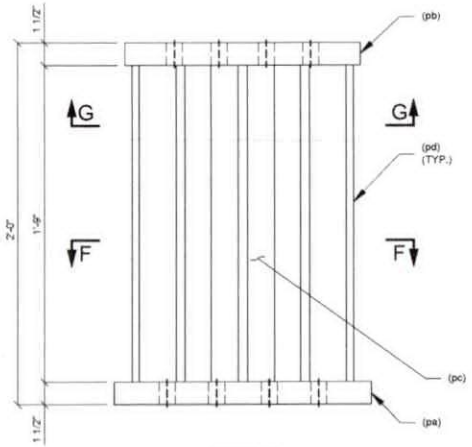
WELD DETAIL
TYPICAL DETAIL



412671-5
INTERFACE WELDMENT
SECTION "F-F"



412671-5
INTERFACE WELDMENT
SECTION "G-G"



412671-5
INTERFACE WELDMENT
ELEVATION VIEW

(pd)	5	PL 5/8" X 4"	1'-9"	A53 GR. B		74.2#
(pc)	1	14" OD X 0.375 PARTIAL PIPE	1'-9"	A53 GR. B		23.9#
(pb)	1	PL 1 1/2" X 6 3/4"	1'-3 9/16"	SHAPE		28.4#
(pa)	1	PL 1 1/2" X 7 3/4"	1'-5"	SHAPE		36.1#
412671-5	1	INTERFACE WELDMENT	2'-0"			162.6#
PART NO.	**QTY**	**DESCRIPTION**	**LENGTH**	**NOTES**		**BLK WT**
MATERIAL: A572 GR. 50		**FINISH:** GALVANIZED	**HOLES:** 1-1/16"Ø		**GALV WT:**	170.7#

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REV.	DESCRIPTION	BY	DATE
0	FIRST ISSUE	RFL	02/25/25
1			
2			
3			
4			

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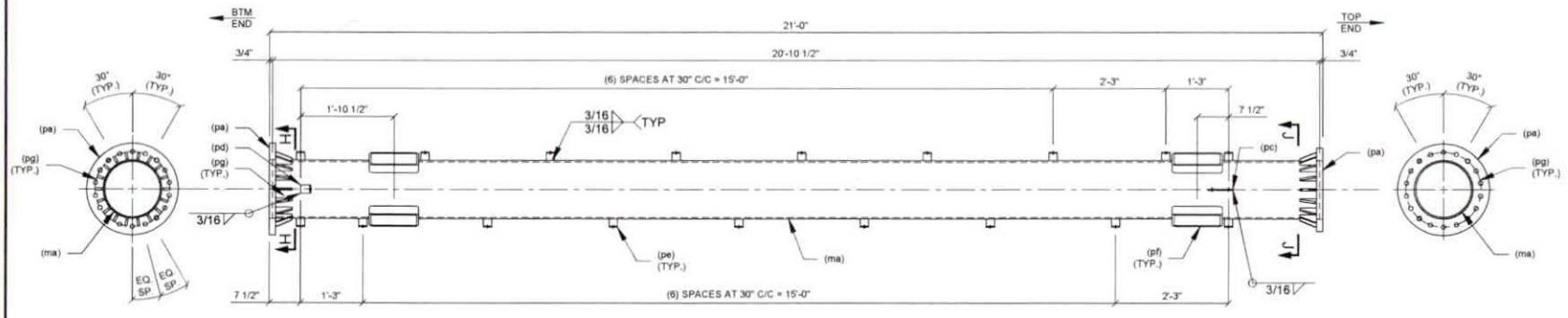
ALABAMA LICENSED No. 35283 PROFESSIONAL ENGINEER JOSHUA H. WALTON

Digitally Signed: 2025-03-03

DRAWN BY:	RFL
APPROVED BY:	MER
DATE DRAWN:	02/25/25
ATC JOB NO:	14110659_C6_07

INTERFACE WELDMENT
FABRICATION DETAILS

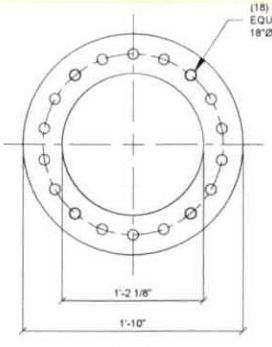
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Z-503	0



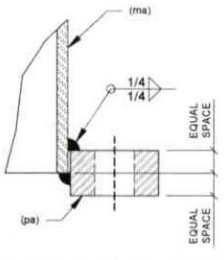
SECTION "H-H"

TOP VIEW

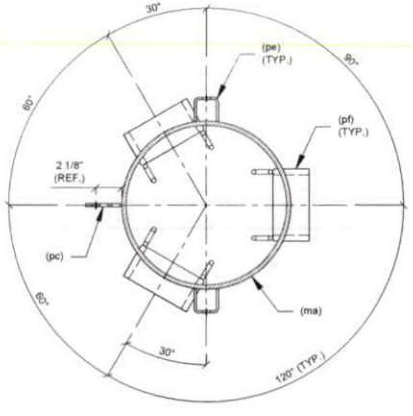
412671-6
14" OD PIPE EXTENSION WELDMENT



(pa)



FLANGE PLATE WELD DETAIL
TYPICAL DETAIL BOTH ENDS



SECTION "J-J"

PART NO.	QTY	DESCRIPTION	LENGTH	NOTES	SHEET	BLK WT
(pg)	24	PL 1/2" X 2"	0'-4"	A572 GR. 50 / SHAPE	Z-505	17.9#
(pf)	6	PORTHOLE WELDMENT	0'-3"		Z-505	85.2#
(pe)	18	STEP BOLT BRACKET	0'-2"		Z-505	10.8#
(pd)	1	L 3" X 2 1/2" X 1/4"	0'-2"		Z-505	0.8#
(pc)	1	PL 1/4" X 3"	0'-6"		Z-505	1.3#
(pa)	2	PL 1 1/2" X 22"	1'-10"	A572 GR. 50 / ROUND	Z-504	190.1#
(ma)	1	14" OD X 0.375" PIPE	20'-10 1/2"	A53 GR. B / SC2E	Z-504	1140.2#
412671-6	1	14" OD PIPE EXTENSION WELDMENT	21'-0"		Z-504	1446.2#
MATERIAL: A36 U.N.O.		**FINISH:** GALVANIZED	**HOLES:** AS NOTED		**GALV WT:**	1518.5#

TOLERANCE NOTE: TOLERANCES ON DIMENSIONS ARE ±0.030" FOR MACHINING AND ±0.060" FOR STRUCTURAL, U.N.O.

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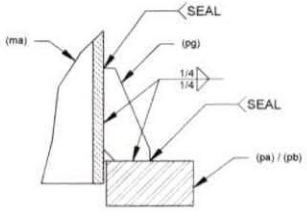
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DRAWN BY:	RFL
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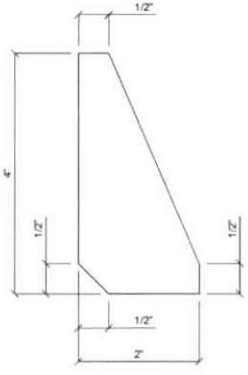
MONOPOLE EXTENSION WELDMENT FABRICATION DETAILS

SHEET NUMBER:	REVISION:
Z-504	0

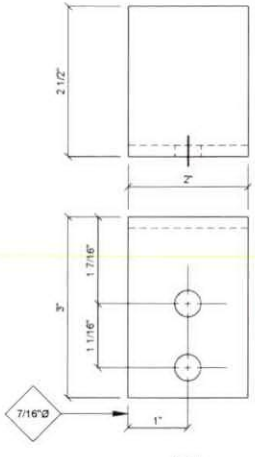
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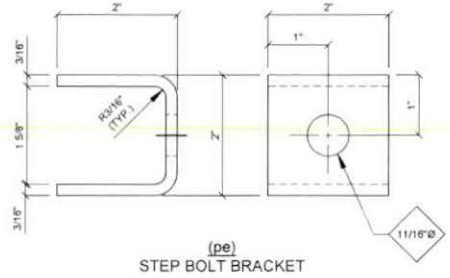
STIFFENER WELD DETAIL
TYPICAL DETAIL BOTH ENDS



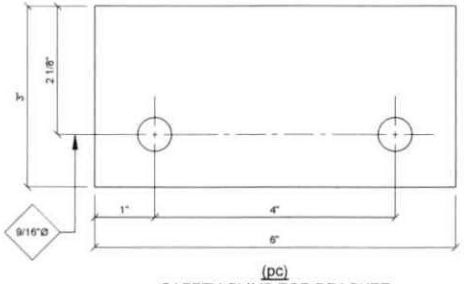
(pg)
STIFFENER



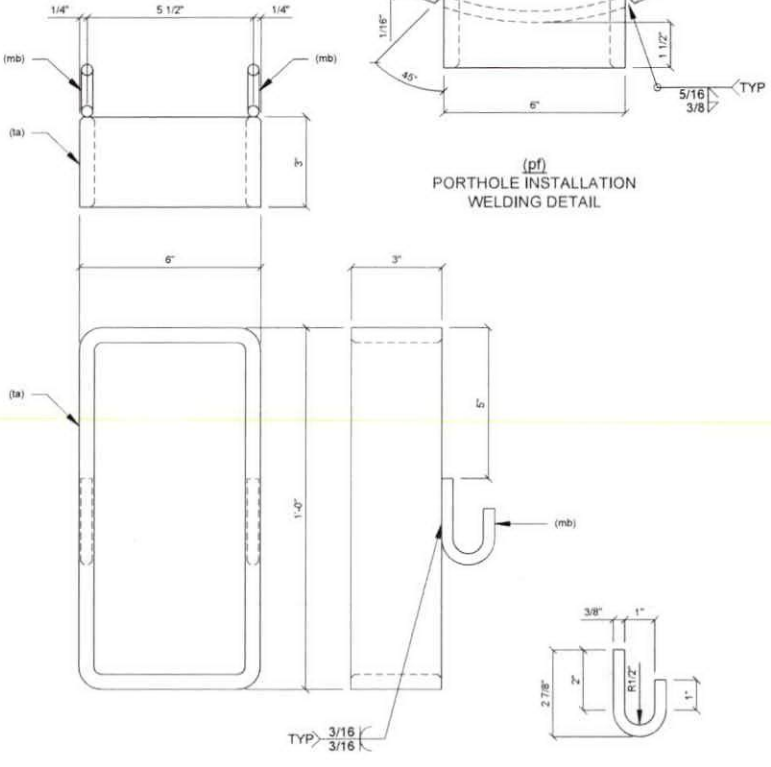
(pd)
SAFETY CLIMB STANDOFF BRACKET



(pe)
STEP BOLT BRACKET



(pc)
SAFETY CLIMB TOP BRACKET



(pf)
PORTHOLE DETAIL
NOTE: CHAMFER ALL
INSIDE EDGES 1/8" (TYP.)

(pf)
PORTHOLE INSTALLATION
WELDING DETAIL

(mb)
KELLUM HOOK

(mb)	2	3/8"Ø SR	0'-5 1/16"		0.3#
(ta)	1	HSS 12" X 6" X 0.500"	0'-3"	A500 GR. B	13.9#
(pf)	1	PORTHOLE WELDMENT	0'-3"		14.2#
PART NO.	**QTY**	**DESCRIPTION**	**LENGTH**	**NOTES**	**BLK WT**
MATERIAL: A36 U.N.O.		**FINISH:** GALVANIZED	**HOLES:** N/A	**GALV WT:** N/A	

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ALABAMA LICENSED No. 35283 PROFESSIONAL ENGINEER JOSHUA H. WALTON

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MONOPOLE EXTENSION
SUB-WELDMENT
FABRICATION DETAILS

SHEET NUMBER:	REVISION:
Z-505	0

Planning Commission
November 20, 2025

Agenda Item # 7

MOD-003487-2025

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

Applicant Materials for Consideration – Planning Approval Modification

DETAILS

Location:
6710 Old Shell Road

Applicant / Agent:
American Tower Corporation (Amanda Novas, TruNorthe, LLC, Agent)

Property Owner:
DAC Properties, Inc.

Current Zoning:
B-2, Neighborhood Business Suburban District

Future Land Use:
Mixed Commercial Corridor

Applicable Codes, Policies, and Plans:
- Unified Development Code
- Map for Mobile Comprehensive Plan

Schedule for Development:
- Immediately following all approvals

Proposal:
- Modification of a previously approved Planning Approval.

Considerations:
1. Modification of a previously approved Planning Approval with eight (8) conditions.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 5
Exhibits 7

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 7 DATE November 20, 2025

APPLICANT American Tower Corporation (Amanda Novas, TruNorthe, LLC, Agent)

REQUEST PA Modificaion

N

NTS

SITE HISTORY

The subject site was annexed into the City in 1956.

With the adoption of the Zoning Ordinance in 1967, the site was assigned an R-1, Single-Family Residential District zoning classification.

In September 1993, the Planning Commission considered a request for Rezoning from R-1 to B-2, Neighborhood Business District, but recommended denial of the request. The City Council ultimately approved the Rezoning.

In October 1993, the site was made a legal lot of record with the approval and recording of the three (3)-lot Nolfe Commercial Subdivision.

In October 1994, a Planned Unit Development (PUD) was approved by the Planning Commission to allow retail and storage warehouses on the site.

In August 1996, the Planning Commission approved a Planning Approval to allow a 150-foot-tall steel monopole communications tower on the site.

In October 1996, the Board of Zoning Adjustment approved Tower Height and Setback Variances to allow a 150-foot-tall steel monopole communications tower in a B-2 District, with a reduced setback from the property lines less than the tower height.

In October 2000, the Board approved a Use Variance to allow a boat and RV storage facility in a B-2 District for the site.

On October 6, 2025, the Board was scheduled to hear Height and Setback Variances for the subject site to amend the Tower Height and Setback Variances approved in October 1996 to allow a 172.1-foot tall telecommunications tower. However, that application was heldover to the November 3, 2025 Board meeting to allow the applicant to have a representative present. That application was subsequently heldover from the November meeting to the December 1st meeting due to a staff determination that a Residential Buffer Variance would also be necessary due to the fact that there is now a residential apartment complex with buildings within the 200-foot (or 150% of the tower height) separation requirement from the tower.

STAFF COMMENTS

Engineering Comments:

ADD THE FOLLOWING NOTES TO THE SITE PLAN:

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

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

4. 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.
5. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

No comments.

Urban Forestry Comments:

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

Fire Department Comments:

All projects located within the City Limits of Mobile shall comply with the provisions of the City of Mobile Fire Code Ordinance, which adopts the 2021 edition of the *International Fire Code (IFC)*.

Fire apparatus access roads shall be provided to within 150 feet of all non-sprinklered commercial buildings and within 300 feet of all sprinklered commercial buildings, as measured along an approved route around the exterior of the facility.

An approved fire water supply capable of meeting the requirements set forth in *Appendices B and C* of the 2021 IFC shall be provided for all commercial buildings.

Fire hydrant placement shall comply with the following minimum standards:

- Within 400 feet of non-sprinklered commercial buildings
- Within 600 feet of sprinklered commercial buildings
- Within 100 feet of fire department connections (FDCs) serving standpipe or sprinkler systems

Although the *International Residential Code (IRC)* functions as a stand-alone document for the construction of one- and two-family dwellings and townhouses, it does not govern the design or layout of emergency access or community-level fire protection infrastructure. Therefore, residential developments must also comply with the applicable requirements of the *International Fire Code*, including, but not limited to, those listed above concerning the design, construction, regulation, and maintenance of fire apparatus access roads and fire protection water supplies.

Planning Comments:

The applicant proposes to extend the height of the existing telecommunications tower on the subject site from the 150 feet approved by the August 1996 Planning Approval, to 172.1 feet. As Planning Approvals are site-plan- and use-specific, a Major Modification is now required by the Unified Development Code (UDC) to modify any aspects of the previous approval.

The subject site is zoned B-2, Neighborhood Business Suburban District, in which a Special Exception is now required by the Unified Development Code (UDC) through the Board of Zoning Adjustment for Telecommunications Facilities which require a Class 4 permit. The Zoning Ordinance required a Planning Approval for telecommunications facilities in a B-2 District at the time of the tower's original approval in 1996. The UDC now requires that approval to be modified via a Major Modification; hence this application. A detailed project description, along with all associated application materials, is available through the link provided on Page 1 of this report.

As previously noted, the Board of Zoning Adjustment (BOA) was scheduled to hear Tower Height and Setback Variances at its November 3, 2025 meeting to allow the increased tower height and reduced property line setbacks in a B-2, Neighborhood Business Suburban District. However, prior to that meeting, staff also determined that, due to the recently constructed Ivy Row at South apartment complex, a Residential Buffer Variance would also be required, as buildings within that complex are within the required 200-foot (or 150% of the tower height) required separation. If this Modification is approved, it should be subject to the approval of Tower Height, Tower Setback and Tower Residential Buffer Variances being reviewed by the Board of Zoning Adjustment.

Modification of the previously approved Planned Unit Development (PUD) is not necessary at this time since no changes to the site configuration are proposed with this request. However, any future development or redevelopment may require additional PUD and Planning Approval modifications to be approved by the Planning Commission and City Council. A note stating this should be placed on the final Planning Approval site plan.

If approved, a revised Modified Planning Approval site plan (hard copy and PDF) must be submitted to and approved by Planning and Zoning prior to recording with Probate Court, per Section 64-5-8-B.2(f) of the UDC.

PLANNING APPROVAL MODIFICATION CONSIDERATIONS

Standards of Review:

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

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

1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

    a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
    b. Includes adequate public facilities and utilities;
5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and

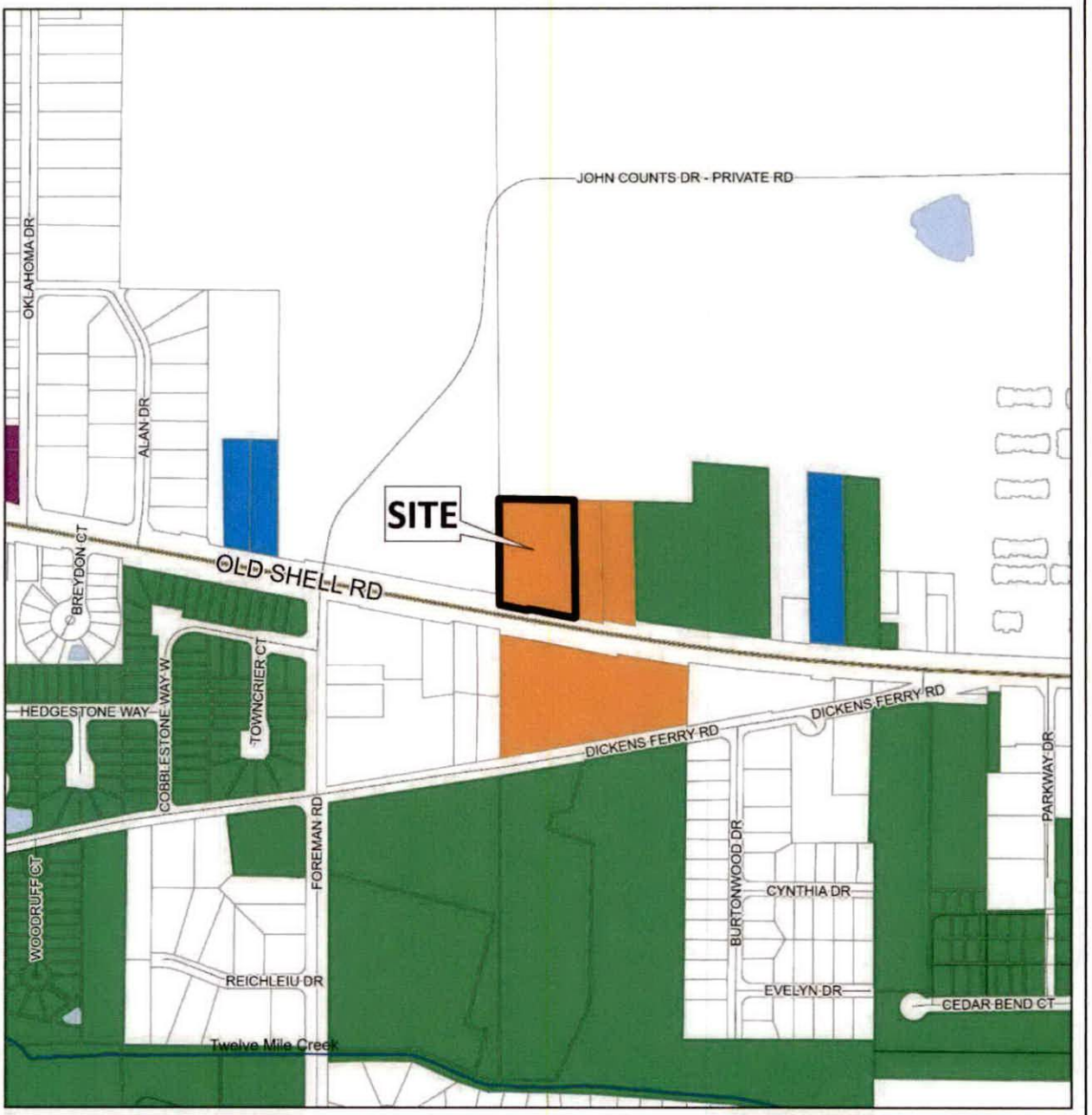
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

Considerations:

If the Planning Commission considers approval of the request, the following conditions could apply:

1. Approval of Tower Height, Tower Setback and Tower Residential Buffer Variances by the Board of Zoning Adjustment;
2. Placement of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD and Planning Approval modifications, subject to approval by the Planning Commission and City Council;
3. Compliance with all Engineering comments noted in this staff report;
4. Placement of a note on the revised site plan stating all Traffic Engineering comments noted in this staff report;
5. Compliance with all Urban Forestry comments noted in this staff report;
6. Compliance with all Fire Department comments noted in this staff report;
7. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
8. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 7 DATE November 20, 2025

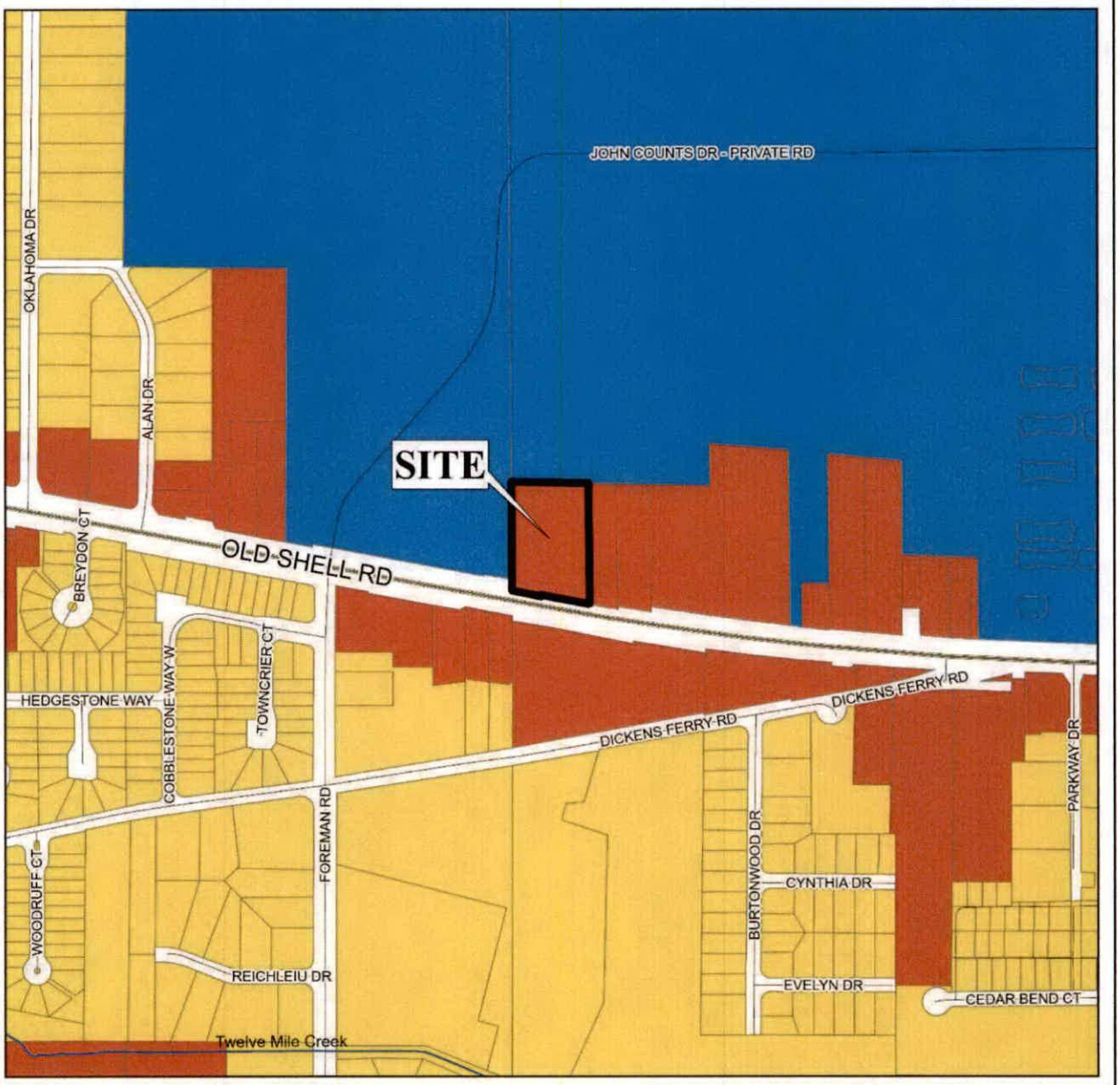
APPLICANT American Tower Corporation (Amanda Novas, TruNorthe, LLC, Agent)

REQUEST PA Modificaion

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 7 DATE November 20, 2025

APPLICANT American Tower Corporation (Amanda Novas, TruNorthe, LLC, Agent)

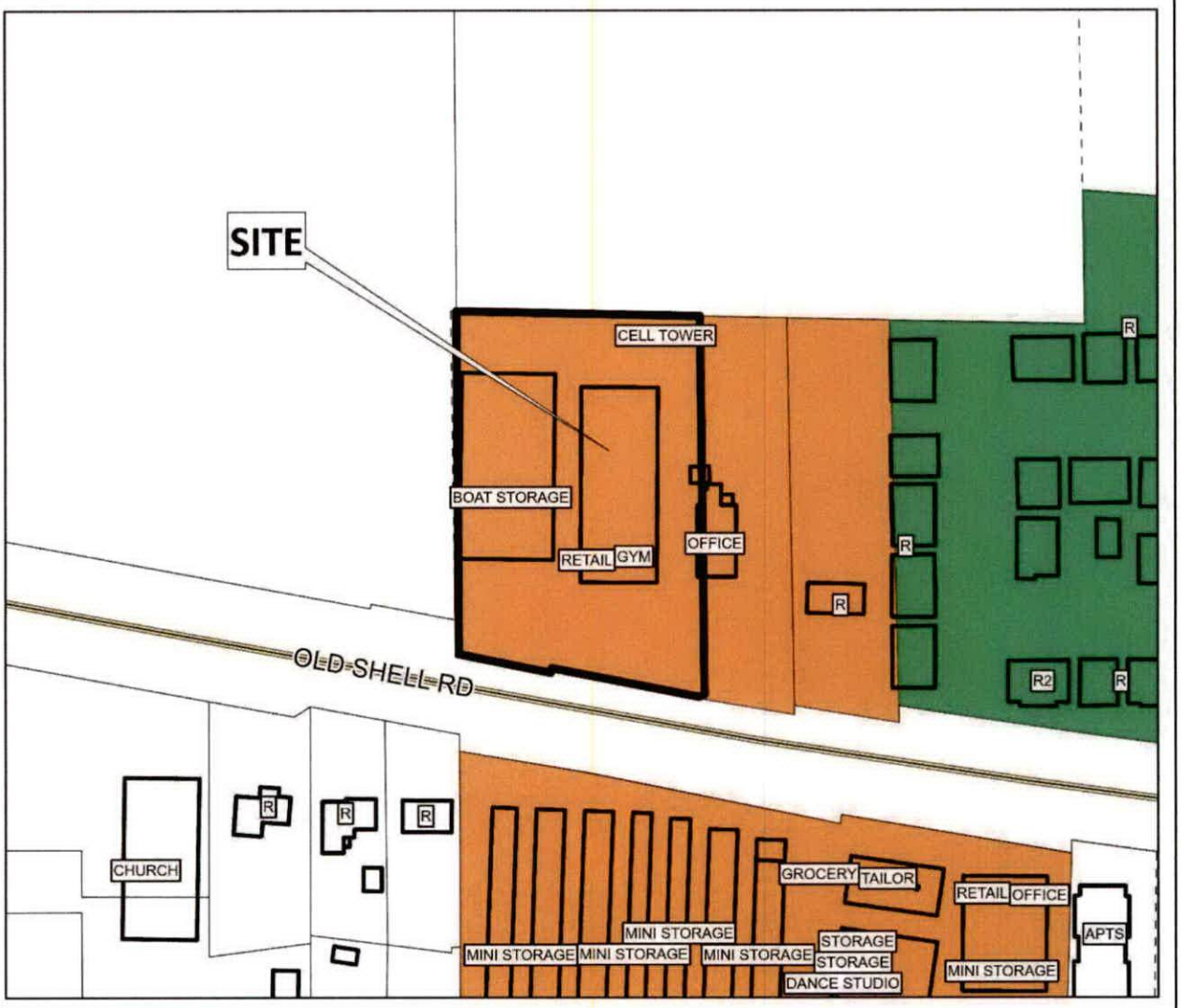
REQUEST PA Modificaion

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 7 DATE November 20, 2025

APPLICANT American Tower Corporation (Amanda Novas, TruNorthe, LLC, Agent)

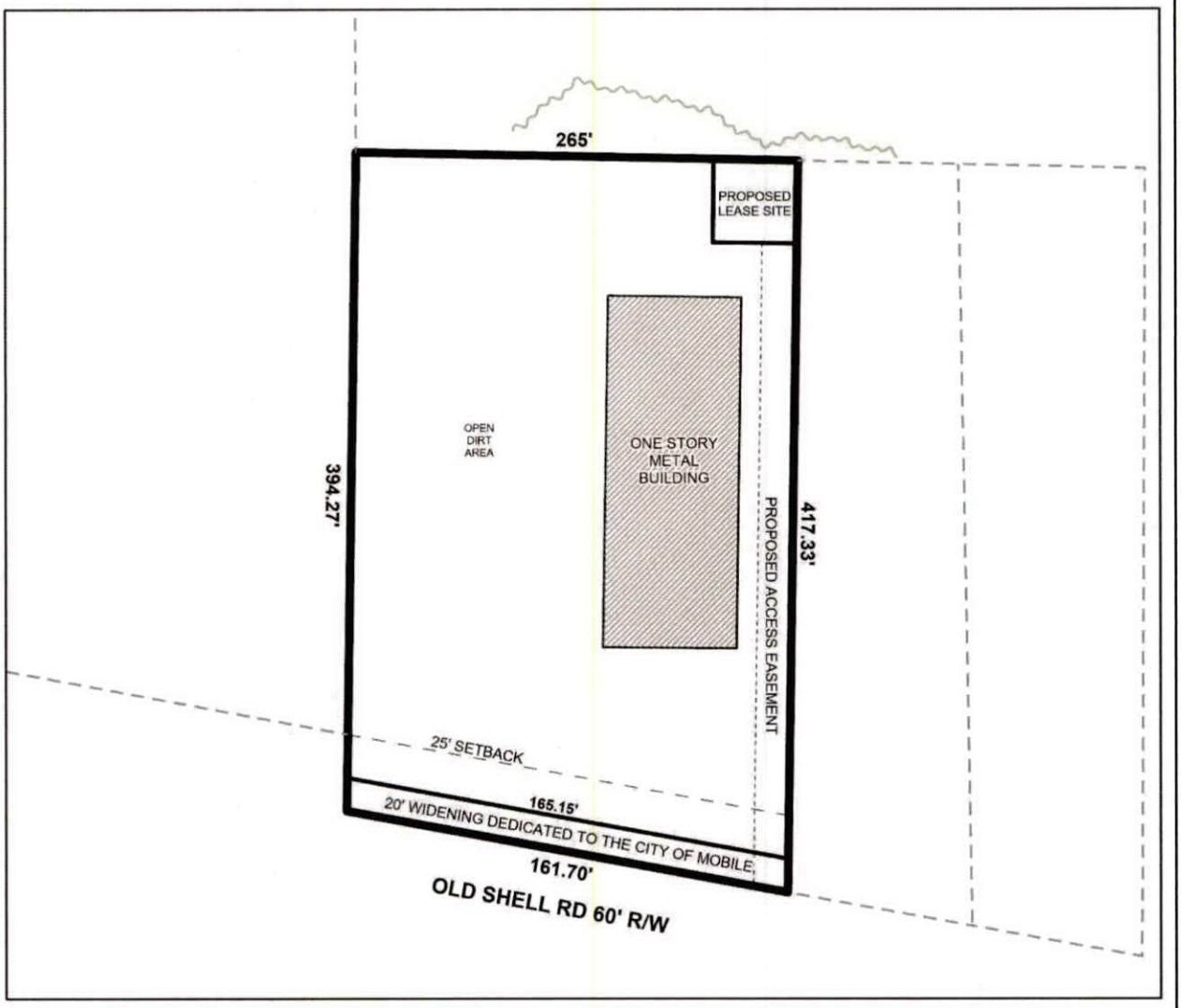
REQUEST PA Modificaion

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	

N

NTS

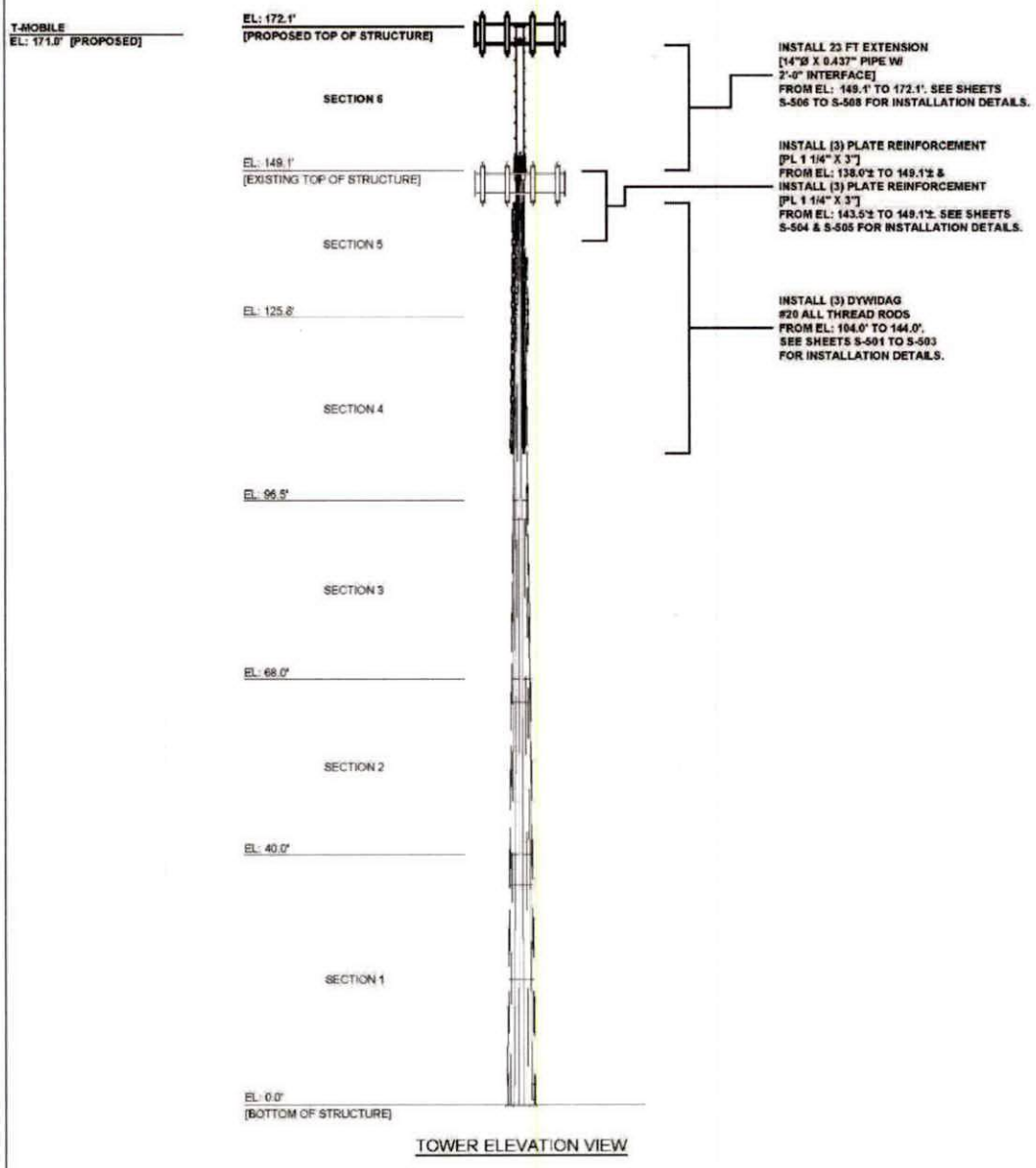
SITE PLAN



The site plan illustrates existing buildings, proposed tower placement, and setbacks.

APPLICATION NUMBER 7 DATE November 20, 2025 APPLICANT American Tower Corporation (Amanda Novas, TruNorthe, LLC, Agent) REQUEST PA Modificaion	N NTS

DETAIL SITE PLAN



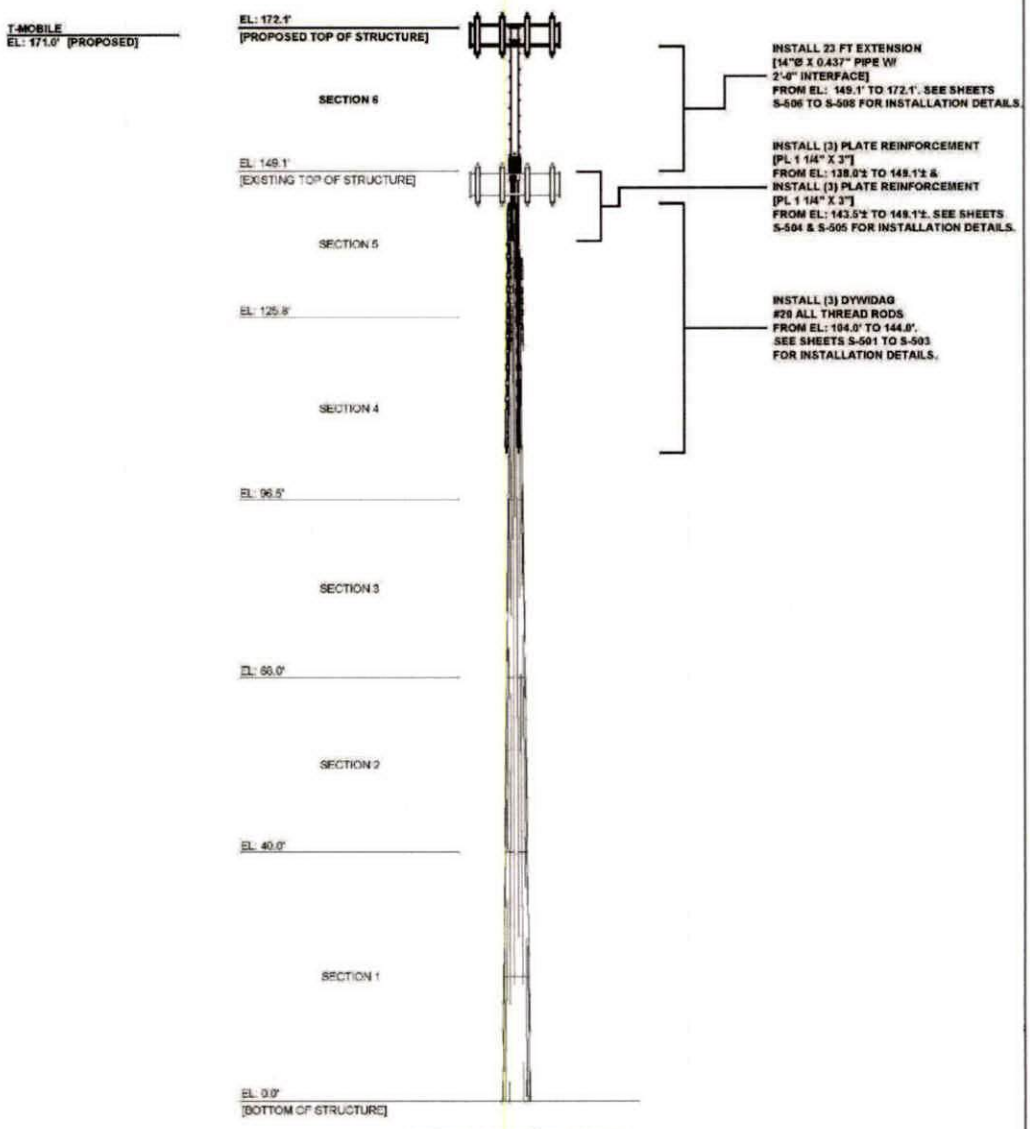
TOWER ELEVATION VIEW

APPLICATION NUMBER	7	DATE	November 20, 2025
APPLICANT	American Tower Corporation (Amanda Novas, TruNorthe, LLC, Agent)		
REQUEST	PA Modificaion		

N

NTS

DETAIL SITE PLAN



TOWER ELEVATION VIEW

APPLICATION NUMBER _____ DATE _____

APPLICANT _____

REQUEST _____

N

NTS

FUTURE LAND USE MAP CORRESPONDENCE TO ZONING

A primary purpose of the Future Land Use Map is to guide zoning decisions. In many cases the designation on the FLUM may match the existing use of land, but in others the designated land use may differ from what is on the ground today. For example, a parcel that is in commercial use today but designated as any of the "mixed use" types on the map could redevelop with a mix of residential and commercial uses (such as retail, office, entertainment, etc., depending on the location).

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 correspondence between the FLUM and the zoning district structure is described in the matrix below. This tool gives the City the flexibility over the long-term to determine appropriate changes to the zoning map based on various factors.

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.

Zoning correspondence matrix

■ Zoning district is appropriate to implement the future land use category.

U S Zoning district with Urban or Suburban subdistrict is appropriate to implement the future land use category.

○ Elements of the zoning district are related to the future land use category and may be appropriate with qualifications or conditions.

□ Zoning district is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

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

MIXED COMMERCIAL CORRIDOR (MCC)

This land use designation mostly applies to transportation corridors west of I-65 serving primarily the low-density (suburban) residential neighborhoods. MCC includes a wide variety of retail, services and entertainment uses. This designation acknowledges existing commercial development that is spread along Mobile's transportation corridors in a conventional strip pattern or concentrated into shorter segments of a corridor.

Development Intent

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

Land use mix

Primary Uses

- Commercial
- Office

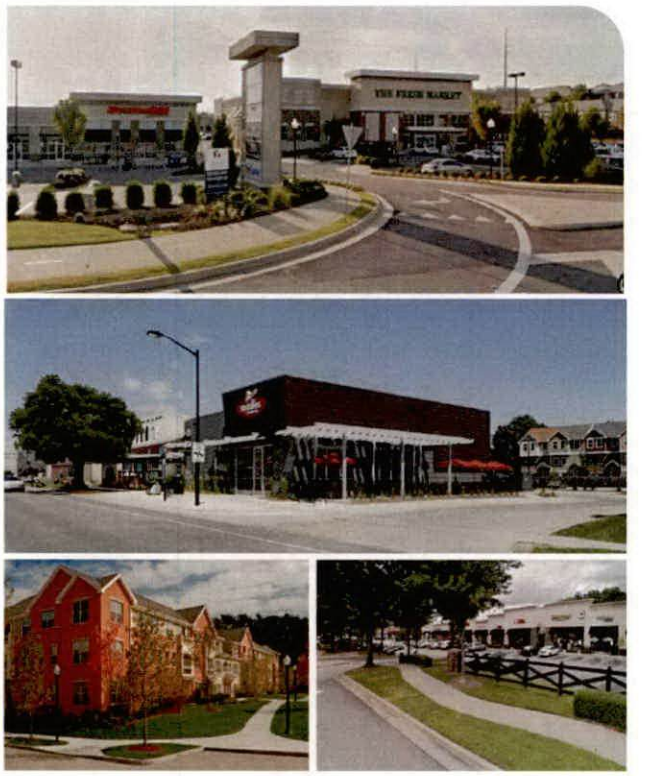
Secondary Uses

- Residential, Multifamily
- Residential, Attached
- Civic
- Parks

Housing mix

- Multifamily buildings
- Attached residential such as duplexes, multiplexes, and townhomes

Character Example



From: City Clerk
To: Pafenbach, Lana
Subject: Fw: CityofMobile.org: Addressing City Council Submission
Date: Monday, January 5, 2026 7:46:27 AM

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Friday, January 2, 2026 9:11 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: Cynthia Long
Date To Address Council: 2026-01-13
Address: 4000 Lancewood Dr S
Email: info.cynthiabooking@gmail.com
Phone: 2145340229
Subject And Specific Questions: Keep it official and impossible to ignore: Subject: Proposed Animal Control Ordinance Reforms Question/Reason: To present evidence of systemic failures in Mobile Animal Control response times, enforcement protocols, and public-record transparency, and to propose ordinance amendments that mandate seizure-on-first-offense, independent oversight, and felony-grade penalties for animal crueltyâ€”
Pertain To City Business: : Animal Control is a tax-funded municipal department; documented gaps in enforcement expose the city to legal risk, increased shelter costs, and loss of public trust. Reforms will reduce repeat calls, court costs, and potential lawsuits while aligning Mobile with state animal-cruelty statutes.
Signature: Cynthia Long
Signature Verify: X
Agree: X
Date Submitted: 2026-01-02 21:11:14

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

From: RJHILL II
To: Pafenbach, Lana
Subject: 1/13 Agenda
Date: Thursday, January 8, 2026 1:53:03 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:

* Rules Amendment regarding Speakers;

* Vehicle Inventory List;

* Public Safety;

* Board/Commission Appointments.

Thank you for your attention to this matter. Have a great remainder of your week. See you all on Tuesday.

Kindest Regards,

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


Efforts of Harmony In a World of Discord
S4TF

Acadian
AMBULANCE SERVICE

NATIONALLY ACCREDITED

P.O. Box 92970 • Lafayette, LA • 70509-2970

ESOP

Ambulance Dispatch
511
800-259-1111

Administration
337-291-3333
800-259-3333

Billing
800-259-2222

July 29th, 2025

To District Chief Jared Parker:

Please find our application for an ambulance permit within the City of Mobile.

As part of this application there are the following attachments:

- Records check from MPD for Timothy J. Burke
- Section 59-4 Insurance. Attached is the Certificate of Liability Insurance listing the City of mobile as a Certificate Holder.
- A list of the initial units that will operate within the city at start up.
- Section 4- Financial Responsibility-Copy of 2024 Audited Financials for Acadian Ambulance Service. These are marked as Proprietary and Confidential.
- A copy of Tim Burke's Drivers License
- Overview of Section 5- 5.1 Nature of Proposed Service and 5.2 Demand Justification and company overview of 2024 statistics

Please reach out to me directly with any questions you may have.

Respectfully,

Alan Ashley

Community Relations Director
alan.ashley@acadian.com
504-210-6947

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY APPLICATION

Chapter 6 of the Mobile City Code requires every person who desires to operate an ambulance service to first obtain a certificate of public convenience and necessity.

Where to Apply: Applications may be obtained from the City Clerk's Office on the 9th floor of Government Plaza, South Tower, 205 Government Street or printed from the City of Mobile website: https://www.cityofmobile.org/uploads/CPCN_Ambulance.pdf

1. **Background Check:** Each applicant must complete the attached background information sheet and undergo a records check by the Mobile Police Department, located at 2460 Government Street. If the applicant is a partnership, corporation, or other legal entity, the background check will be conducted on all officers, partners, directors, and any shareholder holding more than 25% of the outstanding stock of any corporation. (There is a $10.00 fee for each records check).

***Applicant: Please obtain a records check from MPD Records (with embossed seal) to return with your completed application.**

Where to File the Application:

2. **When you receive your local record check from the MPD, only then will you return your completed application to the City Clerk's Office, along with a $100 application fee (cash or check). Make checks payable to: City of Mobile. The application must also be properly notarized, or it will not be accepted.**

*After the completed application is received, the City Clerk's Office will forward it to the Fire Department to review the application and the information provided therein. The Fire Department shall report to the Public Safety Director any information pertinent to the application or applicant. The Council shall not consider any application until such time as the Public Safety Director has issued its report to the Council.

Public Hearing: The City Code requires that a public hearing be held on the application. Applicants will be notified of the hearing date. **Please refer to Section 6-34 of the City Code for the factors that will be considered by the City Council**: https://library.municode.com/al/mobile/codes/code_of_ordinances

Other Requirements: The following items must be submitted to the City Revenue Department **BEFORE** a City business license will be issued. **After the City Council has approved your application, you must submit the following items to the City Revenue Department in order to receive a City business license:**

- Certificate of Public Convenience and Necessity
- Proof of Insurance (see attached City Code sections for minimum requirements)
- **Items to submit to the Fire Department: (after City Council approval)**
  - Dispatch contact information and supervisor contact information (to include after hours number and email)
  - Locations Units are housed
  - Personnel Roster (to include State License # and NREMT # and expiration date.

Please be aware that this process may take up to 4 to 6 weeks. For more information contact the City Clerk's Office at 208-7411

City of Mobile – Fire-Rescue Department

Application for Certificate of Public Convenience and Necessity (Ambulance Operation)

Per City Ordinance Sec. 6-32

The undersigned, Timothy J. Burke individually or on behalf of Acadian Ambulance Service of Alabama, LLC, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

Section 1 – Applicant Information

1.1 Legal Name of Applicant (Individual/Partnership/Corporation):

Acadian Ambulance Service of Alabama, LLC

1.2 Business Address: 22 Midtown Park, Mobile, AL 36602

1.3 Trade Name (if different): _____

1.4 Telephone Number: (504) 374-2800

1.5 Type of Entity: ☐ Individual ☐ Partnership ■ Corporation ☐ Association

If Individual:

- Birthdate: _____ SSN: _____

- Current Address: 208 Black Oak Lane, Madisonville, LA 70447

- Telephone Number: _____ Driver's License #: _____

- Length of Residency in Mobile County: Years: _____ Months: _____

- U.S. Citizenship: Yes ____ No ____

I attest, under penalty of perjury, that I am:

_____ A citizen or national of the United States
_____ A lawful permanent resident

(Alien # A_____)
_____ an alien authorized to work until ___/____/____

If Partnership/Association:

- Business Address:

- Partner(s) Name, Age, Address:

If Corporation:

- Officers & Directors (Name and Address):

Acadian Ambulance Service, Inc., Member

Timothy J. Burke, Manager

List all unpaid judgements against any person listed, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

NONE

Section 2 – Vehicles and Operations

2.1 Number of Vehicles to be Operated: 4

2.2 Vehicle Details (attach fleet list if more than 3): ☐ Check if Sheet Attached

| Unit # | Year | Make | Model | VIN | Tag # | Mileage | Type | Color Scheme |

See attached

2.2 Service Provider License

2.2.1 Is the ambulance service currently licensed with Alabama Department of Public Health Office of EMS (ADPH OEMS) ☐ Yes ■ No

2.2.2 If yes, please provide: License Number Application filed concurrently _____ Exp. Date _____

2.2.3 Level of Current Licensure with ADPH OEMS (check all that apply)

ALS1 CC ☐ ALS1☐ ALS2 ☐ ALS3 ☐ BLS ☐

Section 3 – Legal & Liability History

3.1 Have you ever been convicted of a crime related to ambulance operations? ☐ Yes ■ No

If yes, explain:

3.2 Are there any claims or judgments for damages from negligent operation of a vehicle against you, your associates, or employees? ☐ Yes ■ No

If yes, explain:

Section 4 – Financial Responsibility

4.1 Describe your financial ability to comply with the provisions of the ordinance:

(Attach financial statements or proof of solvency if available)
See attached 2024 Audited Financials of sole Member, Acadian Ambulance Service, Inc.

Section 5 – Nature of Proposed Service (add attachments as needed)

5.1 Type and Character of Proposed Service:

Emergency and Non-Emergency Ambulance Service

See Attached

5.2 Demand Justification (Explain why the service is needed):

See Attached

5.3 Applicant's Experience in Ambulance Service (including Mobile):

Acadian Ambulance Service, Inc., the sole member of Acadian Ambulance Service of Alabama, LLC, has been in business for more than 53 years.

See Attached

5.4 Duration of Previous Service in Mobile (if applicable):

Section 6 – Insurance Documentation

6.1 Attach letter from your insurance carrier stating that required coverage is available and will be active prior to certificate issuance, naming the City of Mobile as additional insured.

☒ Insurance Letter Attached

Section 7 – Oath and Signature

I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;
2. All of the foregoing statements are true and correct to the best of my knowledge;
3. That all employees of this business undergo background checks within the State of Alabama and meet all federal employment requirements.
3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;
4. I have read and understand Chapter 6 of the Mobile City Code;
5. I agree to comply with the City of Mobile Fire Department's Ambulance Service Policy, including all BLS dispatch requirements
6. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Applicant Name (Printed): Timothy J. Burke

Signature: _____

Date: July 28, 2025

Notary Public: _____

Subscribed and sworn before me this 29th day of July, 2025

Notary Signature: _____

Commission Expires: is for Life

MELISSA BECNEL
Notary Public - State of Louisiana
Notary ID Number 178236

(Applicant Present this form to the Police Records Division, 2460 Government Boulevard)

BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: Timothy J. Burke

Date of Birth: 07/03/1960 Security #: 439159635

Present Address 208 Black Oak Lane, Madisonville, LA 70447-9364

Home Phone Number: 5044952518 . Work Phone Number: 504-374-2800

Attach a copy of your current driver's license to this sheet

Present Employer and Address: Acadian Ambulance Service, Inc., P.O. Box 98000, Lafayette, LA 70509

Present Position/Title: Regional Vice President

Judicial History:
List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION
None	None	None	None

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.
None

Give nature of all transactions or acts giving rise to these judgements.
None

Give name and location of court in which judgements were entered and date entered.
None

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

Signature

7/29/25
Date Signed

(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Timothy J. Burke

Nickname(s) or Maiden Name: _____

Current Address: 208 Black Oak Lane, Madisonville, LA 70447

Previous Address: _____

Personal Description:

Height: 5'11"

Weight: 180

Hair Color: Brown

Eye Color: Brown

Social Security Number: 439159635

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

Signature

7/29/25

Date signed

59-4. Vehicle insurance.(a) Every vehicle classified as a vehicle for hire under this chapter and operated within the city limits or police jurisdiction thereof shall be required to carry and maintain in effect the following minimum personal injury and property damage liability insurance:

(1) General liability insurance—Public liability coverage with each of the following limits:

a. Bodily injury liability:

1. One million dollars ($1,000,000.00) each person; and

2. One million dollars ($1,000,000.00) each occurrence; and

b. Property damage liability—One million dollars ($1,000,000.00) each occurrence; or

c. In lieu of subparts (1)a. and b., hereinabove, bodily injury and property damage combined with limits of one million dollars ($1,000,000.00) per occurrence.

(2) Comprehensive automobile liability insurance including owned, non-owned, and hired vehicles with each of the following limits:

a. Bodily injury liability:

1. Two hundred fifty thousand dollars ($250,000.00) each person and

2. Five hundred thousand dollars ($500,000.00) each occurrence; and

b. Property damage liability one hundred thousand dollars ($100,000.00) each occurrence; or

c. In lieu of subparts (2)a. and b., hereinabove, bodily injury and property damage combined with limits of $500,000 per occurrence.

(b) No permit required by this chapter or business license shall be granted to any person to operate any vehicle for hire upon the streets or elsewhere in the city or its police jurisdiction until such person shall have first filed with the city revenue department a certificate of the insurance requirements stated in subpart (a), hereinabove, issued to such person by a public liability insurance company authorized to do business in the state.

(c) The insurance coverage required by this section shall at all times be maintained for the full amount. The certificate of each policy or policies of insurance required by this section to be filed with the city revenue department shall contain a clause obligating the company issuing the same to give not less than thirty (30) days' written notice to the city revenue department before cancellation thereof. Notice of cancellation shall not relieve the company issuing such policy or policies of liability insurance for any injury or claim arising before the cancellation becomes effective. The cancellation of any such policy shall have the effect of suspending the permit of such person to operate vehicles for hire or business covered thereby until a new policy or policies complying with the provisions of this section is filed with the city revenue department.

(d) Every insurance policy required hereunder shall contain a provision for a continuing liability thereunder to the full amount thereof, notwithstanding any recovery thereon, that the liability of the insurer shall not be affected by the insolvency or the bankruptcy of the insured, and that until the policy is canceled the insurance company will not be relieved from liability on account of nonpayment of premium, or any act or omission by the named insured. Such policy of insurance shall further provide for the payment of any and all judgments, up to the limits of such policy, recovered against any person other than the owner, his agent or employee of any such business, who may operate the same with the consent or acquiescence of the owner.

(Ord. No. 59-073-2005, § 1, 11-15-05)

Ernst & Young LLP
3900 Hancock Whitney Center
701 Poydras Street
New Orleans, LA 70139

Tel: +1 504 581 4200
Fax: +1 504 596 4233
ey.com

Shape the future
with confidence

Report of Independent Auditors

The Board of Directors
Acadian Ambulance Service, Inc.

Opinion

We have audited the consolidated financial statements of Acadian Ambulance Service, Inc. (the Company), which comprise the consolidated balance sheets as of December 31, 2024 and 2023, and the related consolidated statements of comprehensive income, stockholders' equity (deficit), and cash flows for the years then ended, and the related notes (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2024 and 2023, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free of material misstatement, whether due to fraud or error.

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In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free of material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

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Shape the future
with confidence

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Ernst & Young LLP

April 30, 2025

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Acadian Ambulance Service, Inc.

Consolidated Balance Sheets

	December 31 2024	2023
Assets		
Current assets:		
Cash and cash equivalents	**$ 26,644,533**	$ 14,041,957
Restricted short-term investments	**10,995,925**	10,699,964
Trade accounts receivable	**125,303,795**	174,263,000
Other receivables	**25,326,255**	23,613,885
Supplies inventory	**12,262,988**	11,714,707
Prepaid expenses and other assets	**22,599,007**	21,032,026
Receivables from officers	**–**	33,265
Total current assets	**223,132,503**	255,398,804
Property and equipment:		
Land	**2,444,805**	2,444,805
Building and improvements	**37,654,595**	36,707,080
Emergency vehicles and aircraft	**160,886,201**	149,551,340
Medical and other equipment	**196,012,415**	185,392,210
	396,998,016	374,095,435
Less accumulated depreciation	**311,480,648**	299,184,185
	85,517,368	74,911,250
Other assets:		
Cash value of life insurance	**9,429,721**	11,255,246
Other	**163,940**	163,940
Right-of-use asset – operating leases	**17,294,048**	13,040,237
Intangible assets, less accumulated amortization of $14,272,186 and $9,919,175 at December 31, 2024 and 2023, respectively	**6,506,607**	9,650,398
	33,394,316	34,109,821
Total assets	**$ 342,044,187**	$ 364,419,875

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Acadian Ambulance Service, Inc.

Consolidated Balance Sheets (continued)

	December 31 2024	2023
Liabilities and stockholders' equity (deficit)		
Current liabilities:		
Accounts payable	**$ 25,840,692**	$ 21,053,574
Accrued salaries and wages	**30,664,010**	30,021,972
Accrued stock appreciation rights	**23,999,023**	16,133,170
Deferred compensation – current portion	**1,395,000**	3,931,000
Note payable – current portion	**1,097,470**	1,050,000
Operating lease liability – current portion	**3,848,372**	3,301,521
Insurance reserves and other accrued liabilities	**63,902,388**	59,813,720
Deferred membership fees and contract services	**1,620,292**	1,891,395
Total current liabilities	**152,367,247**	137,196,352
Long-term debt, less current portion	**136,800,976**	98,131,542
Operating lease liability, less current portion	**13,507,798**	9,834,544
Deferred compensation, less current portion	**65,336,355**	48,225,680
Stockholders' equity (deficit):		
Common stock – no par value, at stated capital amount; authorized 50,000,000 shares, issued 28,476,000 shares at December 31, 2024 and 2023, 6,590,487 and 9,383,158 shares outstanding at December 31, 2024 and 2023, respectively	**2,820**	2,820
Additional paid-in capital	**107,645,827**	105,299,299
Treasury stock –21,885,513and 19,092,842 shares at cost at December 31, 2024 and 2023, respectively	**(528,794,152)**	(363,749,883)
Retained earnings	**395,193,886**	329,402,471
Accumulated other comprehensive income	**(16,570)**	77,050
Total stockholders' equity (deficit)	**(25,968,189)**	71,031,757
Total liabilities and stockholders' equity (deficit)	**$ 342,044,187**	$ 364,419,875

See accompanying notes.

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Acadian Ambulance Service, Inc.

Consolidated Statements of Comprehensive Income

	Year Ended December 31	
	2024	**2023**
Patient service revenue	**$ 546,176,744**	$ 479,235,805
Safety consulting services	**15,786,710**	25,097,921
Medical standby services	**48,020,764**	49,525,323
Other revenue	**39,187,143**	39,889,600
Contract services	**13,908,018**	14,143,542
Membership fees	**1,016,383**	998,535
Total operating revenue	**664,095,762**	608,890,726
Expenses:		
Salaries and wages	**309,391,711**	290,792,662
Employee benefits	**77,078,450**	54,465,776
Supplies and services	**44,856,898**	42,819,514
Other	**31,182,157**	30,656,317
Depreciation	**28,915,655**	24,464,213
Fuel	**16,351,069**	17,378,953
Insurance	**38,874,464**	35,162,044
Aviation operating costs	**24,751,498**	24,435,392
Leases and rentals	**6,252,222**	5,260,996
Amortization of intangible assets	**4,524,189**	3,924,854
Repairs and maintenance	**19,552,978**	16,987,147
Promotion and membership campaign	**5,168,515**	5,216,050
Telephone and postage	**4,539,633**	4,955,319
Interest	**8,470,957**	6,195,551
Total expenses	**619,910,396**	562,714,788
Income from operations	**44,815,366**	46,175,938
Nonoperating gains:		
Gain on sale of assets	**1,412,319**	83,993
Gain on Officer's Life Insurance Redemption	**20,436,763**	–
Investment income	**712,772**	396,435
Other income	**587,355**	813,679
Total nonoperating gains	**23,149,209**	1,294,107
Income before income taxes	**67,334,575**	47,470,045
Income tax expense	**259,000**	259,000
Net income	**67,075,575**	47,211,045
Other comprehensive income:		
Net unrealized (loss) gain on derivative agreements	**(93,620)**	19,478
Comprehensive income	**$ 66,981,955**	$ 47,230,523

See accompanying notes.

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Acadian Ambulance Service, Inc.

Consolidated Statements of Stockholders' Equity (Deficit)

	Common Stock	Additional Paid-In Capital	Treasury Stock	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Total
Balance at January 1, 2023	$ 2,820	$ 102,516,367	$ (315,359,062)	$ 282,191,426	$ 57,572	$ 69,409,123
Net income	–	–	–	47,211,045	–	47,211,045
Other comprehensive income	–	–	–	–	19,478	19,478
Treasury shares contributed to the ESOP – at cost	–	–	1,342,264	–	–	1,342,264
Fair value adjustment of Treasury shares contributed to the ESOP	–	2,782,932	–	–	–	2,782,932
Stock repurchased by the Company	–	–	(49,733,085)	–	–	(49,733,085)
Balance at December 31, 2023	2,820	105,299,299	(363,749,883)	329,402,471	77,050	71,031,757
Net income	–	–	–	**67,075,575**	–	**67,075,575**
Other comprehensive income (loss)	–	–	–	–	**(93,620)**	**(93,620)**
Distributions to shareholders	–	–	–	**(1,284,160)**	–	**(1,284,160)**
Treasury shares contributed to the ESOP – at cost	–	–	**1,017,646**	–	–	**1,017,646**
Fair value adjustment of treasury shares contributed to the ESOP	–	**2,346,528**	–	–	–	**2,346,528**
Stock repurchased by the Company	–	–	**(166,061,915)**	–	–	**(166,061,915)**
Balance at December 31, 2024	**$ 2,820**	**$107,645,827**	**$ (528,794,152)**	**$ 395,193,886**	**$ (16,570)**	**$ (25,968,189)**

See accompanying notes.

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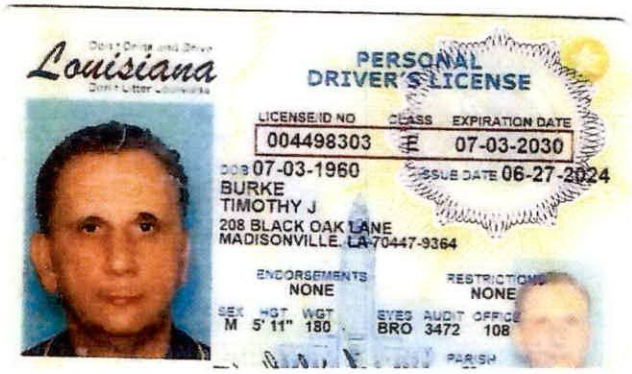
Acadian Ambulance Service, Inc.

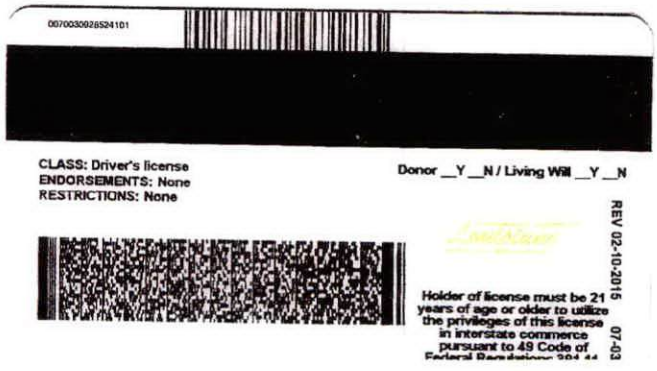
Consolidated Statements of Cash Flows

	Year Ended December 31 2024	2023
Operating activities		
Net income	**$ 67,075,575**	$ 47,211,045
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	**33,439,844**	28,389,067
Gain on life insurance	**(20,436,763)**	–
Compensation expense – accrued stock appreciation rights	**7,865,853**	9,759,000
Compensation expense – ESOP shares contribution	**3,364,175**	4,125,196
Compensation expense – deferred compensation	**18,687,876**	11,263,004
Gain on sale of equipment and assets	**(1,412,319)**	(83,993)
Adjustment to cash surrender value – life insurance	**(121,500)**	163,301
Changes in operating assets and liabilities:		
Trade accounts receivable	**48,959,205**	(33,167,753)
Receivables from officers and affiliates, other receivables, and utility deposits	**(1,679,105)**	(5,709,493)
Supplies inventory, prepaid expenses, and other assets	**(2,115,262)**	(3,306,123)
Accounts payable and other liabilities	**7,387,391**	15,060,318
Deferred membership fees and contract services	**(271,103)**	684,338
Deferred compensation payments	**(4,113,201)**	(6,904,151)
Change in right-of-use assets and liabilities, net	**33,706**	(78,865)
Net cash provided by operating activities	**156,664,372**	67,404,891
Investing activities		
Purchases of property, plant, and equipment	**(38,985,260)**	(31,115,245)
Sales of equipment and assets	**1,625,233**	342,494
Premiums paid on life insurance assets	**-**	(336,000)
Acquisition of businesses	**(1,616,925)**	(3,852,500)
Proceeds from life insurance	**22,383,788**	–
Purchases of short-term investments, net	**1,331,445**	(335,398)
Net cash used in investing activities	**(15,261,720)**	(35,296,649)
Financing activities		
Proceeds from line of credit	**75,000,000**	35,000,000
Principal payments on line of credit	**(35,000,000)**	(10,000,000)
Principal payments on note payable	**(1,048,569)**	(1,000,783)
Dividend	**(1,284,161)**	–
Debt issuance cost	**(405,432)**	(597,517)
Treasury stock purchases	**(166,061,915)**	(49,733,085)
Net cash used in financing activities	**(128,800,077)**	(26,331,385)
Net change in cash and cash equivalents	**12,602,576**	5,776,857
Cash and cash equivalents at beginning of year	**14,041,957**	8,265,100
Cash and cash equivalents at end of year	**$ 26,644,533**	$ 14,041,957

See accompanying notes.

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Louisiana
PERSONAL
DRIVER'S LICENSE
LICENSE/ID NO
004498303
CLASS
EXPIRATION DATE
07-03-2030
DOB 07-03-1960
ISSUE DATE 06-27-2024
BURKE
TIMOTHY J
208 BLACK OAK LANE
MADISONVILLE, LA 70447-9364
ENDORSEMENTS
NONE
RESTRICTIONS
NONE
SEX HGT WGT
M 5' 11" 180
EYES AUDIT OFFICE
BRO 3472 108
PARISH


00700300265241O1
CLASS: Driver's license
ENDORSEMENTS: None
RESTRICTIONS: None
Donor __Y __N / Living Will __Y __N
REV 02-10-2015
Holder of license must be 21 years of age or older to utilize the privileges of this license in interstate commerce pursuant to 49 Code of
07-03

Acadian COMPANIES

STATISTICS | JAN–DEC. 2024

5,000+ EMPLOYEE-OWNERS

ESOP

100% EMPLOYEE-OWNED

ACADIAN AMBULANCE SERVICE

25 MILLION+
POPULATION SERVED

690,308
AMBULANCE TRANSPORTS

102,579
VAN TRANSPORTS

744
AMBULANCES

57,253.5
SQUARE MILES

49 MILLION+ MILES DRIVEN = APPROX.
5.49× AROUND THE EARTH EACH DAY

ACADIAN TOTAL SECURITY

17,136
MONITORED CAMERAS

17,519
SECURITY ACCOUNTS

7,398
MEDICAL ACCOUNTS

14,038
FLEET ACCOUNTS

SAFETY MANAGEMENT SYSTEMS

635,165
MAN HOURS WORKED

156
CUSTOMERS SERVED

3,806
PATIENTS TREATED

ACADIAN HEALTH

28,243
PATIENT ENCOUNTERS

31
MOBILE MEDICAL UNITS

STATES OF OPERATION:

LA, TX, FL, WI, MO, GA

NATIONAL EMS ACADEMY

2,504
PEOPLE TRAINED AS PARAMEDICS, EMTS, OR EMR/ECA

82% EMT PASS RATE
(79% NATIONAL AVG.)

85% PARAMEDIC PASS RATE
(86% NATIONAL AVG.)

114,552
RECERTIFICATIONS AND CBTS COMPLETED

AIR SERVICES

12
ROTOR-WING AIRCRAFT

4,926
ROTOR-WING PATIENT TRANSPORTS

8,799
ROTOR-WING FLIGHT HOURS

11,217
MISSIONS ASSIGNED

6,875
MISSIONS FLOWN

3
FIXED-WING AIRCRAFT

1,050
FIXED-WING FLIGHT HOURS

190
FIXED-WING PATIENT MEDICAL FLIGHTS

Learn more about our services at Acadian.com.

ESOP camts

Revised Feb 25 2025

Acadian
AMBULANCE SERVICE

NATIONALLY ACCREDITED

P.O. Box 92970 • Lafayette, LA • 70509-2970

ESOP

Ambulance Dispatch
911
800-259-1111

Administration
337-291-3333
800-259-3333

Billing
800-259-2222

Section 2.2 Service Provider License

Sections 2.2:

Acadian has already received preliminary approval of required policies and procedures and is in the final stage of submitting its application to the state.

Section 5-Nature of Proposed Service

5.1 type and Character: Acadian is a 54 year old employee owned EMS service that is CAAS accredited and operates as the largest 911 provider in the state of Louisiana, the largest private provider in Texas and the sole provider of EMS services for the past 25 years in neighboring Jackson County Mississippi. Also becoming the sole provider of EMS services for Harrison County Mississippi in 2024.

Acadian will offer the city both Advanced and Basic Life Support from units that will be based within the city. Acadian has identified and will open a base of operations within the city once our permit is granted. This operation will have local leadership that is supported by neighboring operations. Dr. Stephen Bell is our Medical Director for both Alabama and South Mississippi.

Acadian currently employs staff that are licensed in the state of Alabama and we have received multiple applications from area providers that do not work for any of the currently permitted providers. This means we will be adding EMS staff to the city as opposed to pulling existing providers. Neighboring operations will also offer dual licensed units and staff to support times of heavy demand

Acadian will offer the City Fire Department a dedicated unit on a mutually agreed upon schedule to offer stability to the system along with access for the Fire Department to track those units to improve response times.

Section 5.2 Demand Justification

We were aware of the longstanding challenges within the 911 system and began receiving calls from facilities asking us if we serviced Mobile or would be interested. We met with the City Fire Department and also area hospitals and found there to be a need for additional ambulance services. We have attached letters from two health system hospitals supporting the request. We are offering a partnership with the city' Fire Department to dedicate resources to offer a long term fix for a chronic issue as well as increased assets to help area hospitals decrease the time it takes to move patients. Increasing throughput can shorten ER delays, EMs drop off times and overall patient satisfaction.

SPRINGHILL MEDICAL CENTER

Jeffery M. St. Clair
President/CEO

March 18, 2025

Chief James Barber
Chief of Staff
City of Mobile
205 Government Street
Mobile, Alabama 36602-0001

Dear Chief Barber,

Please accept this letter of support for Acadian Ambulance Service to receive a permit to operate in the City of Mobile. Acadian is well known along the Gulf Coast and would be an excellent addition to the stressed services currently being offered in Mobile. You were a great help to us previously when allowing Med-Evac Ambulance to come to town. Things have improved immensely with their help. It is our opinion that another well established, efficiently operated service would be of further great benefit to the hospitals, patients and citizens on Mobile. Thank you for the consideration.

Sincerely,

Jeffery M. St. Clair
President/CEO
Springhill Medical Center

USA HEALTH
UNIVERSITY HOSPITAL

Sheri Salas
2451 University Hospital Drive
Mobile, AL 36617
251-471-7669
April 3, 2025

Acadian Ambulance Service
5749 Susitna Dr. Suite B
Harahan, LA 70123

Dear Acadian Ambulance Service:

On behalf of USA Health University Hospital as the Executive Director for the Transfer Center managing capacity and throughput as well as facility transports, I would like to extend support for you to extend operations into Mobile, AL. An additional EMS provider would only strengthen the ability to keep throughput moving for not only USA Health but all of the medical facilities in our community. Thank you for your interest.

Sincerely,

Sheri Salas

Sheri Salas
Executive Director Patient Care Coordination & Support Services

Personal Data Report

General Descriptors

Name:	BURKE, TIMOTHY J		
Address:	208 BLACK OAK LANE MADISONVILLE LOUISIANA 70447	**Nick Name:**	
Phone:	___-___-____		
Race:	W - WHITE	**DOB:**	7/3/1960
Sex:	M	**Age:**	65
Weight:	180	**Eyes:**	BROWN
Height:	5'11"	**Facial:**	
Hair:	BLACK	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

Identifying Numbers

DL State: LA	**DL #:** 004498303	**DL Type:** NA	**SSN:** 439-15-9635
MID:	**FP:**	**DOC:**	
FBI:	**JRN:**	**SID:**	

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates:
NO RECORD
CHECKED BY: PW/lg
DATE: 7/30/25

ACADAMB-03 ECLARK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/29/2025

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
Lafayette, LA-Dwight Andrus Insurance-Hub International Gulf South
500 Dover Blvd
Ste.110
Lafayette, LA 70503

CONTACT NAME:
PHONE (A/C, No, Ext): (337) 981-7300 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Specialty Insurance Company	21199
INSURER B : Travelers Property Casualty Company of America	25674
INSURER C : Westchester Surplus Lines Insurance Co.	10172
INSURER D : Arch Insurance Company	11150
INSURER E :	
INSURER F :	

INSURED
Acadian Ambulance Service, Inc.
Risk Management Department
P. O. Box 92881
Lafayette, LA 70509-2881

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			UFL0018186-15	10/1/2024	10/1/2025	EACH OCCURRENCE	$ 1,650,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	X Includes Prof						MED EXP (Any one person)	$
	X Prof: Claims Made						PERSONAL & ADV INJURY	$ 1,650,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,300,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:						EACH EMPL GA	$ 2,000,000
B	AUTOMOBILE LIABILITY			TC2J-CAP-5H601551-24(NEU)	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X *Symbol 10							$
C	X UMBRELLA LIAB X OCCUR			**SEE ATTACHED**	10/1/2024	10/1/2025	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED RETENTION $							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			41WCI0519308/44WCI0519408	10/1/2024	10/1/2025	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Auto-Ambulance (AOS)			TRJ-CAP-9365B696-TIL-24	10/1/2024	10/1/2025	CSL	5,000,000
B	AU-Ambulance (LA/MS)			TJ-EAP-0T011814-TIL-24	10/1/2024	10/1/2025	CSL	4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
*Symbol 10: ANY "AUTO" other than those "autos" licensed/certified by the respective state and/or local agencies as ambulances, which are designed and dedicated for transportation and medically equipped for the treatment of the sick or injured via stretcher or other mechanical means.

AOS Ambulance Policy: Symbol 10: Only those "autos" you own that are licensed/certified by the respective state and/or local agencies as ambulances in a state other than Louisiana, Mississippi or Texas, which are designed and dedicated for transportation and medically equipped for the treatment of the sick and or injured via stretcher or other mechanical means

SEE ATTACHED ACORD 101

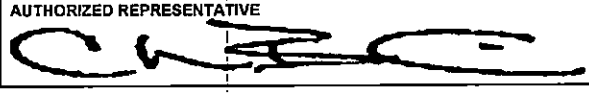
CERTIFICATE HOLDER

City of Mobile

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Lafayette, LA-Dwight Andrus Insurance-Hub International Gulf South	Acadian Ambulance Service, Inc. Risk Management Department P. O. Box 92881 Lafayette, LA 70509-2881
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 — NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
LA/MS Ambulance Policy: Symbol 10: Only those "Autos" that are Owned Ambulances, Hired Ambulances, and Non-Owned Ambulances classified and registered by the States of LA and MS

TX Ambulance Policy: Symbol 10: Only those "autos" you own that are licensed/certified by the state of Texas and/or local Texas agencies as ambulances, which are designed and dedicated for transportation and medically equipped for the treatment of the sick and or injured via stretcher or other mechanical means, other than any such "auto" that is operating pursuant to an ambulance permit or registration issued to you in the jurisdiction of Webster, Pasadena, Frisco, Vidor, or Dallas Texas.

Named Insured List:
Acadian Ambulance Service, Inc
Acadian Monitoring Services, LLC (formerly Acadian On Call, LLC)
BSSTWO, LLC
DIY Security, LLC
Acadian Ambulance Service of New Orleans, LLC
Acadian Ambulance Service of Texas, LLC
Acadian Consolidated Campus, LLC
Air Med Services, LLC
Air Med Services, LLC, d/b/a Executive Aircraft Charter Service
Infinity Monitoring Services, Inc.
Safety Management Systems International, LTD
Safety Management Systems, LLC
Safeguard Alarm Systems, LLC
Acadian Total Security, LLC
Acadian Ambulance Service of Tennessee, LLC
Acadian Health, LLC
SMS Ambulance Service, LLC
Acadian Innovative Strategies, LLC
Acadian Ambulance of Alabama, LLC

Inactive Named Insureds:
Acadian Communications, LLC
Calcasieu Medical Transportation, LLC
Lifecare Emergency Medical Services, LLC
Triple R Investors, LLC
America On Watch, LLC

Equipment Policy #MXI9307982454616, Effective 10/1/2024-10/1/2025; Carrier: AGCS Marine Insurance Company
•Limit of Insurance: Equipment Leased, Rented or Borrowed From Other: $250,000 Per Item; $250,000 Per Occurrence; $1,000 Deductible
•Blanket Loss Payee ATIMA

Auto - Texas Ambulance - Policy #TRJ-CAP-3P390793-TIL-24, Travelers Property & Casualty Co of America, Effective 10/01/2024-10/01/2025, Liability Limit $5,000,000 CSL
Symbol 10: Only those "autos" you own that are licensed/certified by the state of Texas and/or local Texas agencies as ambulances, which are designed and dedicated for transportation and medically equipped for the treatment of the sick and or injured via stretcher or other mechanical means, other than any such "auto" that is operating pursuant to an ambulance permit or registration issued to you in the jurisdiction of Webster, Pasadena, Frisco, Vidor, or Dallas Texas.
•CA T4 74 02 16 Blanket Additional Insured - Primary and Non-Contributory with Other Insurance
•CA T3 40 02 15 Blanket Waiver of Subrogation

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Lafayette, LA-Dwight Andrus Insurance-Hub International Gulf South	Acadian Ambulance Service, Inc. Risk Management Department P. O. Box 92881 Lafayette, LA 70509-2881
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 — NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

•IL T4 00 05 19 Designated Person or Organization - Notice of Cancellation or Nonrenewal Provided by Us: Number of days 30: Any person or organization where required by written contract

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Auto (NEU) - Policy #TC2J-CAP-5H601551-TIL-24:
•CA T4 74 02 16 Blanket Additional Insured - Primary and Non-Contributory with other insurance
•CA T3 40 02 15 Blanket Waiver of Subrogation
•IL T4 00 05 19 Designated Entity - Notice of Cancellation/Nonrenewal Provided by Us: "Person or Organization": where required by written contract: Number of Days' Notice of Cancellation": Thirty (30) "Number of Days' Notice of Nonrenewal": Thirty (30)
•CA 20 01 10 13 Lessor – Additional Insured and Loss Payee: Additional Insured (Lessor): Any lessor under a leasing contractor agreement of six months or more that requires you to provide direct primary insurance for the lessor; Designated or Description of Leased Autos: Any Auto Leased for a period of six months or more under a leasing contract or agreement that requires you to provide direct primary insurance for the lessor.

Auto (AOS Ambulance) Policy #TRJ-CAP-9365B696-TIL-24:
•Symbol 10: Symbol 10: Only those "autos" you own that are licensed/certified by the respective state and/or local agencies as ambulances in a state other than Louisiana, Mississippi, or Texas, which are designed and dedicated for transportation and medically equipped for the treatment of the sick and or injured via stretcher or other mechanical means
•CA T3 40 02 15 Blanket Waiver of Subrogation
•CA T4 74 02 16 Blanket Additional Insured - Primary and Non-Contributory with other insurance
•IL T4 00 05 19 Designated Person or Organization – Notice of Cancellation or Nonrenewal Provided by Us: 30 days: where required by written contract

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Auto (LA/MS Ambulance) Policy #TJ-EAP-0T011814-TIL-24:
•Symbol 10 - Only those "Autos" that are Owned Ambulances, Hired Ambulances, and Non-Owned Ambulances classified and registered by the States of LA and MS
•CA T3 40 02 15 Waiver of Transfer or Rights of Recovery Against Others To US: where required by written contract
•CA T4 74 02 16 Blanket Additional Insured - Primary and Non-Contributory with other insurance

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GL/PROF Policy# UFL0018186-15:
•02 HUS0015 00 02 07 Additional Protected Persons Endorsements: Individuals or Organizations when required by written contract
•02 HML0049 00 03 07 Waiver of Transfer of Rights of Recovery Against Others to Us: where required by written contract
•Contractual Liability: "Assumed in a contract or agreement that is an insured contract, provided the injury or damage occurs subsequent to the execution of the contract or agreement.", per form 02 HUS0002 00 02 07
•00 ML0086 00 11 10 Notice of Cancellation - Certificate Holders - All certificate holders where required by written contract
•02 HUS0022 00 02 07: Employee Benefits Liability Coverage Endorsement: Schedule: Limits of Insurance: $1,000,000 Each Employee; $2,000,000 Aggregate; Retroactive date: 09/30/1986
•00 ML0207 00 11 03 Exclusion Change Endorsement: The Abuse or Molestation exclusion is deleted in its entirety from the Exclusions section of your policy
•Coverage C - Health Care Professional Liability Umbrella Retroactive Date: 09/30/1986
•Healthcare Umbrella - Excess of Retained Limit Coverage Form:
--Coverage C - Health Care Professional Liability - Claims-Made Coverage
---1. Insuring Agreement: a. We will pay on behalf of the insured the "loss" in excess of the "retained limit" because of "medical professional injury" that results from acts or omissions in the providing of or failure to provide "health care professional services" by or for an insured and to which this insurance applies.

Workers Compensation (AOS) Policy #44WCI0519408:
•WC 00 03 01 A Alternate Employer Endorsement - Alternate employer: Any required by written contract executed prior to injury. Address: Any in Tx and all 3A States where permitted by law. State of special or temporary employment: TX
•WC 00 03 13 Waiver of Our Right to Recover from Others Endorsement (Other than CA): Any Person or Organization where required by written contract

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ADDITIONAL REMARKS SCHEDULE

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Lafayette, LA-Dwight Andrus Insurance-Hub International Gulf South	Acadian Ambulance Service, Inc. Risk Management Department P. O. Box 92881 Lafayette, LA 70509-2881
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 — NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

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FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

•WC 04 03 06 Waiver of Our Right to Recover from Others Endorsement – California: Any Person or Organization where required by written contract
•00 ML0086 00 11 10 Notice of Cancellation - Certificate Holders: All certificate holders where required by written contract
•00 ML0087 00 11 10 Notice Of Cancellation - Certificate Holders (Specified Days): 30 days except 10 days for non-payment of premium: All certificate holders where required by written contract
•WC 00 01 06 A Longshore and Harbor Workers' Compensation Act Coverage Endorsement: State: Each state named in Item 3.A. or 3.C. of the Information Page

•WC 00 01 09 C Outer Continental Shelf Lands Act Coverage Endorsement
•WC 00 02 01 B Maritime Coverage Endorsement: Description of Work: All work undertaken by you involving employees deemed to be classified as master or member of the crew of any vessels
--Limit of Liability: Bodily Injury by Accident: $1,000,000 each accident, Bodily Injury by Disease: $1,000,000 aggregate
••Transportation, Wages, Maintenance, and Cure: Included
•WC 00 03 11 A Voluntary Compensation and Employers Liability Coverage Endorsement: Employees: All employees, excluding masters and members of crews, not subject to the workers compensation law, State of Employment: Any state named in item 3.A. or 3.C of the information page except HI, MI, NJ, WI; Designated Workers Compensation Law: State of hire
•WC 00 02 03 Voluntary Compensation Maritime Coverage Endorsement: Employees: Master and members of the crews of these vessels. Workers Compensation Law: State of hire. Description of work: All work undertaken by you involving employees deemed to be classified as master or member of the crew of any vessels

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Workers Compensation (FL) Policy #41WCI0519308:
•00 ML0086 00 11 10 Notice of Cancellation - Certificate Holders: All certificate holders where required by written contract
•00 ML0087 00 11 10 Notice of Cancellation - Certificate Holders (Specified Days): All certificate holders where required by written contract: 30 days except 10 days for non-payment of premium
•WC 00 03 01 A Alternate Employer Endorsement - Alternate Employer: Any person or organization where required by written contract
•WC 00 03 13 Waiver of Our Right to Recover from Others Endorsement: Any Person or Organization where required by written contract
•WC 00 01 06 A Longshore and Harbor Workers' Compensation Act Coverage Endorsement - FL
•WC 00 01 09 C Outer Continental Shelf Lands Act Coverage Endorsement
•WC 00 02 01 B Maritime Coverage Endorsement: Description of Work: All work undertaken by you involving employees deemed to be classified as master or member of the crew of any vessels
--Limit of Liability: Bodily Injury by Accident: $1,000,000 each accident, Bodily Injury by Disease: $1,000,000 aggregate
••Transportation, Wages, Maintenance, and Cure: Included
•WC 00 03 11 A Voluntary Compensation and Employers Liability Coverage Endorsement: Employees: All employees, excluding masters and members of crews, not subject to the workers compensation law, State of Employment: Any state named in item 3.A. or 3.C of the information page except HI, MI, NJ & WI; Designated Workers Compensation Law: State of hire
•WC 00 02 03 Voluntary Compensation Maritime Coverage Endorsement

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Excess Liability Policy #G2197920A 020:
•Company: Westchester Surplus Lines Insurance Company
•Limits: $5,000,000 Occurrence, $5,000,000 Aggregate, Excess of Underlying
•XSC-27405 (05/09) Waiver of Subrogation Endorsement: where required by written contract
•XSC-27266 (05/09) Ace Catastrophe Liability Plus Policy: --The definitions, terms, conditions, limitations and exclusions of the first policy of "underlying insurance" in effect at the inception date of this policy (as identified in the Declarations), apply to this coverage unless they are inconsistent with provisions of this policy or relate to premium, subrogation, any obligation to defend, the payment of expenses, amounts of limits of insurance, cancellation or any renewal agreement.
•XSW004 (07/10) Schedule A - Schedule of Underlying Insurance:
--Automobile Liability (Ambulance Units - LA/MS)
--Automobile Liability (Ambulance - All Other State Except LA, MS and TX)

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POLICY NUMBER SEE PAGE 1	
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ADDITIONAL REMARKS

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FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

--Automobile Liability (Non-Ambulance)
--Automobile Liability (Ambulance TX All Other)
--Commercial General Liability and Professional Liability
--Employee Benefits Liability
--Employers Liability and Maritime Employers
--Foreign Automobile Liability
--Foreign Commercial General Liability and Employee Benefits Liability
--Foreign Employers Liability
--General Liability (Safety Management Systems)
--Employee Benefits Liability (Safety Management Systems)
--General Liability Including E&O (Acadian Total Security, LLC)
--Aircraft Liability (Air Med)
--Aviation General Liability (Air Med)

Excess Liability Policy #NHA603001
•Effective 10/1/2024-10/1/2025; Company: RSUI Indemnity Company, NAIC#22314; Limits: $7,500,000 part of $15,000,000 Excess of $5,000,000
•Commercial Excess Liability Policy, form RSG 31001 0507 Includes:
--This insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the "Underlying Insurance", except: (1) We will have no obligation under this insurance with respect to any claim or suit that is settled without our consent; and (2) With respect to any provisions to the contrary contained in this insurance.

Excess Liability Policy #P03HC0000068600
•Effective 10/1/2024-10/1/2025; Company: Vantage Risk Specialty, NAIC#16275; Limits: $7,500,000 part of $15,000,000 Excess of $5,000,000

Addendum to Certificate of Insurance
Any information contained in this Addendum is general and descriptive only. The Certificate of Insurance and this Addendum may not contain descriptions of any or all operations, locations, vehicles or exclusions. Please see policy forms and endorsements for specific coverages and exclusions.

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CITY CLERK'S OFFICE

MOBILE, AL

FR, AUG 1, PM12:24 RCVD

MOBILE FIRE-RESCUE DEPARTMENT

BARRY N. GLISSON
INTERIM FIRE CHIEF

August 22, 2025

Rob Lasky
Executive Director of Public Safety
City of Mobile

Re: Acadian Ambulance Service of Alabama

Dear Director Lasky:

I was tasked with investigating the truthfulness of the information in the Application submitted by Acadian Ambulance Service to the city of Mobile. Below are my findings and facts to the best of my knowledge.

Currently we have two Ambulance companies operating in the City of Mobile that alternate response to Non-emergent BLS calls for Mobile Fire-Rescue. While looking at their reliability this morning for the past week (7 days) they are each running around 94%, which is an impressive improvement from where we were several weeks ago and makes a positive impact in relation to Mobile Fire-Rescue ALS units being available to respond to emergent calls. In relation to the question of public convenience and necessity, I do not know the total demand of the current two companies in relation to direct calls, 911 dispatches, interfacility transfers, out-of-town transfers, staffing, etc. Acadian Ambulance Service did submit letters of support for their services in Mobile, AL from Springhill Medical Center as well as University Hospital.

Acadian Ambulance Service is an accredited agency of the Commission on Accreditation of Ambulance Services (CAAS) and has been in the Ambulance business for over 54 years, currently showing staff over 4,000 employees, fixed wing and rotary wing capabilities, with operations in multiple cities in 4 states. They state they are ready to begin serving the citizens of Mobile. The company can provide ambulance service to the citizens of Mobile with over 54 years of experience delivering these services.

Acadian Ambulance Service shows to have the assets, qualifications, and financial backing needed to begin work within the city. Within their application they have submitted 2 letters of support from Springhill Medical Center and University Hospital, located in Mobile, AL.

Acadian Ambulance Service of Alabama has had no judgements to satisfy because of injuries received by negligent operation of the ambulance. Included in their application they are insured as well as seemingly they would have the financial ability to respond to damage to property resulting from the negligent operation of an ambulance.

Acadian Ambulance Service is an accredited agency of the Commission on Accreditation of Ambulance Services (CAAS), the intent on this accreditation is to define a "gold standard" for the medical transportation industry. Acadian Ambulance Service of Alabama would ensure all ambulance apparatus and personnel would meet or exceed the requirements of Alabama Department of Public Health Office of EMS as well as the standards set forth in the City Ordinance as well as Policy 3080: Private Service Ambulance Policy.

I have reviewed the application submitted by Acadian Ambulance Service of Alabama and provided supplemental information that was able to be gathered. To my knowledge and per investigation, I find all information submitted to be truthful.

Sincerely,

Jared B. Parker
District Chief of EMS
Mobile Fire-Rescue Department

NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE AN AMBULANCE SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application **Acadian Ambulance Service**, to operate an **ambulance** service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on **November 12, 2025**, at 11:00 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

Lisa C. Lambert
City Clerk

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 resolution is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed resolution.

Adopted:

_____

City Clerk

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Acadian Ambulance Service for a Certificate of Public Convenience and Necessity to operate an ambulance service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Acadian Ambulance Service for a Certificate of Public Convenience and Necessity to operate an ambulance service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

_____

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: January 13, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve proposed Bid award to various vendors for medical equipment and supplies. Prices good for eight months, renewable for three additional eight-month periods.

Amount of Contract:
N/A, as needed at Item-based unit pricing

Funding Source
General fund.

ATTACHMENTS:
1. 20251224 Medical Agenda Package Bids

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 6 January 2026 (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 Medical Equipment & Supplies

PURPOSE & SCOPE OF PROJECT:
To approve proposed Bid award to various vendors for medical equipment and supplies. Prices good for eight months, renewable for three additional eight-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 6008

How many bidders received bid packages (if applicable): 16 +Internet

How many bidders submitted bids (if applicable): 8

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

R E S O L U T I O N

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)
6008	Medical Equipment	175	See bid tab	For eight months, then renewable for three additional eight-month periods	Various, see bid tabulation

Adopted:

_____

City Clerk

Bid Tabulation for Bid 6008, Medical Equipment (Awardee is Yellow Highlight)

VENDOR NUMBER:		25406			46577			131653			295482			139095			281106			292189			NOT A VENDOR		
VENDOR NAME:		BOUNDTREE			DIXIE EMS SUPPLY			HENRY SCHEIN			LIFE-ASSIST			MCKESSON			MEDICAL SUPPLIES DEPOT			NASHVILLE MEDICAL & EMS			PASICFC STAR CORP		
ITEM	DESCRIPTION	UOM	PRICE	NOTES	UOM	PRICE	NOTES	UOM	PRICE	NOTES	UOM	PRICE	NOTES	UOM	PRICE	NOTES	UOM	PRICE	NOTES	UOM	PRICE	NOTES	UOM	PRICE	NOTES
2078	EYE WASH, 4 OZ., US 3020	EACH	2.63	BT#1450-07006 eye wash solution 4oz 48ea/cs	EACH	2.72	600012	EACH		NO BID	EACH	2.4	EYE WASH, 4 OZ. / #MD4	EACH	2.16	MCKESSON CORPORATION # MCK19818/EYE WASH, OPTHALMIC SOL 4OZ (48/CS)	EACH	3.20	MCKESSON # 19818	EACH	2.89	MEDIQUE # 19818	EACH	3.93	MCKESSON BRAND, #MCK19818 EA
4622	SCISSORS EMT, STAINLESS STEEL, AMERICAN DIAGNOSTIC (ADC) MEDICUT, 7 1/4", #320NY, NEON YELLOW HANDLE, OR EQUAL	EACH	0.85	BT #2811-05527 CURAPLEX EMS SHEARS ORANGE 7.25IN 1/EA 200EA/CS	EACH	2.00	101807 DIXIE	EACH	0.88	MEDSOURCE MS-SH004Y 4995725	EACH	1.25	ECONOMY PARAMEDIC SHEARS, 7 1/4", BLACK / #IN555-BLK	EACH	3.30	AMERICAN DIAGNOSTIC CORP # 320NY / SHEAR, MEDICUT EMT NEON YLW 7 1/4" AMDIAG	EACH	3.61	ADC # 320NY	EACH	0.89	KENTRON KE141-07	EACH	9.39	FABRICATIN ENTERPRISES, #77-002-EACH
6871	BLOOD PRESSURE CUFF, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL 300 MMHG MANOMETER, CHROME PLATED BRASS AIR RELEASE VALVE, LEATHERETTE CARRYING CASE, ADULT, ADC #760-11ABK, NO SUBS.	EACH	7.50	BT #36012 CURAPLEX MANUAL BLOOD PRESSURE CUFF ADULT W/CASE 50EA/CS	EACH	6.00	143401BK DIXIE	EACH	20.26	ADC 76011ABK; 4990739	EACH	20	ADC PRIOSPHYG 760 BP UNIT, ADULT / #SG2000	EACH	NO BID		EACH	24.26	ADC # 760-11ABK	EACH	NO BID		EACH	38.63	AMERICAN DIAGNOSTIC CORP, #760-12XBK EACH
6872	V-VAC STARTER KIT, ONE HAND APPLICATION, SUCTION UNIT, ADAPTER TIP INSTRUCTIONS, LAERDAL MEDICAL, NO SUBS.	EACH	140.65	BT #2222-85300 v-vac manual suction unit	EACH	140.00	985300 Laerdal	EACH	137.94	LADERAL 985300; 7021813	EACH	130	LAERDAL V-VAC SUCTION UNIT / #OK101	EACH	1137.55	LAERDAL MEDICAL CORP # 78002001 / SUCTION UNIT, PORTABLELARDAL	EACH	170.00	LAERDAL # 985300	EACH	NO BID		EACH	184.36	LAERDAL MEDICAL, #985300 , EACH
6878	BLOOD PRESSURE CUFF, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL MMHG MANOMETER, CHROME PLATED BRASS AIR RELEASE VALVE, LEATHERETTE CARRYING CASE, PEDIATRIC, (CHILD) ADC #760-9CBK, NO SUBS.	EACH	22.06	BT#170763 BP UNIT PROSPHYG 760 SERIES SIZE 9 CHILD BLACK	EACH	30.00	760-9CBK ADC	EACH	20.26	ADC 760-93BK 499743	EACH	23.3	BP UNIT, PROS[HYG 760 BLACK, CHILD / #ADC_760-9CBK	EACH	29.60	AMERICAN DIAGNOSTIC CORP # 760-9CBK / SPHYG, PROSPHYG LF BLK CHLDAMDIAG	EACH	24.29	ADC # 760-9CBK	EACH	NO BID		EACH	39.94	AMERICAN DIAGNOSTIC CORP, #70-9CBK, EACH
6887	THOMAS TUBE HOLDER, LAERDAL #600-10000, ADULT, 25 PER BOX, NO SUBS	BOX	3.42EA/85.5BX	BT#020500endotracheal tube holder, thomas, adult, for et/sga tubes 6.5mm id to 21mm od	BOX	5.54	600-10000 LAERDAL	BOX	3.25	LADERAL 600-10000 2202270	BOX	3.2	LAERDAL THOMAS ET TUBE HOLDER, ADULT / #AC170	BOX	3.79	LAERDAL MEDICAL CORP # 600-10000/HOLDER THOMAS TUBE ENDOTRACHADLT	BOX	4.50	LAERDAL # 600-10000	BOX	NO BID		BOX	5.98	LAERDAL MEDICAL, #600-10000, EACH
6888	THOMAS TUBE HOLDER, LAERDAL #600-20000, PEDIATRIC, 25 PER BOX, NO SUBS	BOX	3.42EA/85.5BX	BT#020400 ENDOTRACHEAL TUBE HOLDER, THOMAS PEDIATRIC/CHILD, FOR ET/SGA TUBES 4.3MM ID TO 15.8MM OD	BOX	5.54	600.200 LAERDAL	BOX	3.25	LADERAL 600-20000 4960708	BOX	3.2	LAERDAL THOMAS ET TUBE HOLDER, PEDI / #AC180	BOX	3.79	LAERDAL MEDICAL CORP #600-20000/HOLDER, THOMAS ENDOTRACH TUBEPED	BOX	4.50	LAERDAL # 600-20000	BOX	NO BID		BOX	5.98	LAERDAL MEDICAL, #600-20000, EACH
6893	BLOOD PRESSURE CUFF, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL 300 MMHG MANOMETER, CHROME PLATED BRASS AIR RELEASE VALVE, LEATHERETTE CARRYING CASE, THIGH, ADC #760-13TBK, NO SUBS.	EACH	29.35	BT#760TLF BP UNIT, PROSPHYG 760 SERIES, SIZE 13 THIGH, BLACK, ADCUFF NYLON, POCKET ANEROID, CASE LF	EACH	40.00	760-13TBK	EACH	26.96	ADC 760-13TBK 4260014	EACH	30	BP UNIT, PROS[HYG 760 BLACK, THIGH / #ADC_760-13BK	EACH	31.05	AMERICAN DIAGNOSTIC CORP # 760-13TBK / SPHYGS, PROSPHYG 760 THIGH BLKAMDIAG	EACH	32.30	ADC # 760-13TBK	EACH	NO BID		EACH	42.83	AMERICAN DIAGNOSTIC CORP #760-13TBK EACH
6906	FAST STRAP, MEDSPEC, T-STYLE, BLUE, NO SUBS	EACH		NO BID	EACH			EACH	NO BID		EACH	150	MED SPEC PROSPLINTS, EXTREMITY KIT / #SP3908	EACH	NO BID		EACH	NO BID		EACH	NO BID		EACH	NO BID	
6915	ALCOHOL PREP PADS, STERILE, MEDIUM, 2-PLY, 70% ISOPROPYL ALCOHOL, MEDLINE 200/BOX OR EQUAL	EACH	1.85	BT#1330-85300 CURAPLEX ALCOHOL PREP PAD, MEDIUM, STERILE 200/BX 20BX/CS	EACH	1.36	0100045 DIXIE; 200/BX	EACH	1.67	DUKAL 853 8520098	EACH	1.8	CARDINAL HEALTH ALCOHOL PREP PAD, 2 PLY, MEDIUM / #AL1007	EACH	1.68	MCKESSON CORPORATION # 58-204 / PAD ALCOHOL PREP STR MED (200/BX 20BX/CS)	EACH	1.57	DYNAREX # 1113	EACH	1.59	KENTRON 69556 200/BX	EACH	3.90	MCKESSON BRAND #58-204, 200/PK
6919	RING CUTTER, CHROME HANDLE WITH SAFETY LEVER, LARGE THUMBSC REW AMERICAN DIAGNOSTIC #380. NO SUBS	EACH		NO BID	EACH	21.00	ADC380	EACH	NO BID		EACH	12	ADC RING CUTTER / #IN920	EACH	17.49	AMERICAN DIAGNOSTIC CORP # 380 /CUTTER, RING FINGERAMDIAG	EACH	15.30	adc # 380	EACH	NO BID		EACH	24.03	AMERICAN DIAGNOSTIC CORP #380, EACH
6944	OB KITS, 12 EACH/CASE	DOZEN	106.20	BT#540-172EA-A CURAPLEX OB KIT, GLOVES, CLAMPS, SCISSOR, SPONGES, TOWELS, APRON, TIE OFF OB PAD, UNDERPAD TOWELETTE	DOZEN	60.00	EVR629202	DOZEN	58.20	DMS 01120B 7022902; SOLD EACH $4.85	DOZEN	6.6EA/7 9.2OZ	OBSTETRICAL KIT (OB KIT) WITH STANDARD SCALPEL / #KT500LF *SOLD BY EACH OR CS/10	DOZEN	175.08	HOPKINS MEDICAL/MARKETLAB # 610388 / EMERGENCY KIT, OB DELIVERY	DOZEN	NO BID		DOZEN	57.60	KENTRON # 999700	DOZEN	84.84	DYNAREX #4902, 10/PK
6951	BAGS RED, BIO MEDICAL WASTE BAGS, WITH SYMBOL & WORDS IN BLACK, MEET A.S.T.M. DART TEST REQUIREMENTS, 25 X 34, 20 GAL., 50 EACH PER BOX, 4 BOXES PER CASE.	CASE	41.20	BT#520-F117 BIOHAZARD BAG, 30.5"X41", 20-30GAL, 1.2MIL, RED W/BLACK PRINT BIOHAZARDOUS WASTE 250-CS	CASE			CASE	NO BID		CASE	34.5	BIOHAZARD BAG, 25" X 34", 1.2 MIL, 12-16 GALLON / #BH108 *SOLD IN CS/250	CASE	33.32	MCKESSON CORPORATION # 03-4554 / BAG, BIOHAZ HD 24X32 1.2MIL (250/CS)	CASE	33.75	MEDEGEN # 108MBX	CASE	NO BID		CASE	53.48	MEDEGEN MEDICAL PRODUCTS LLC, #108M 250/PK
6966	THERMOMETER, WELCH ALLYN, BRAUN, THERMOSCAN PRO 6000 EAR THERMOMETER	EACH	14.70	BT#12992 CURAPLEX INTFRA-RED EAR THERMOMETER 20EA/CS	EACH	318.00	06000-200	EACH	NO BID		EACH	272.41	BRAUN THERMOSCAN PRO6000 EAR THERMOMETER / #TH6000	EACH	285.92	WELCH ALLYN INC # 06000-200 / THERMOMETER, EAR PRO 6000 W/SMCRADLE	EACH	282.94	WELCH ALLYN # 06000-200	EACH	264.79	BRAUN THERMOSCAN PRO 6000	EACH	377.15	WELCY ALLYN #06000-200 EACH
6967	BRAUN THERMOSCAN PRO 6000 EAR THERMOMETER DISPOSABLE PROBE COVERS (QTY. 5000: 1 CASE CONTAINS 25 SHELF BOXES, EACH SHELF BOX CONTAINS 10 PACKS 20 COVERS PER PACK), NO SUBS.	CASE	10.17BX/254 25CS	BT#12995 CURAPLEX COVERS FOR INFRA-RED EAR THERMOMETER 200/BX 40BX/CS	CASE	372.00	06000-005	CASE	NO BID		CASE	12.95	BRAUN THERMOSCAN PRO6000 PROBE COVERS (BX/200) / #TH6000PC	CASE	13.48	WELCH ALLYN INC # 06000-005 / COVER, PROBE TYMPANIC F/PRO 6000 THERMOSCAN (200/BX 25BX/CS)	CASE	333.48	WELCH ALLYN # 06000-005	CASE	NO BID		CASE	444.51	WELCH ALLYN #06000-005 25/PK
6969	INTUBATION DETECTORS, TUBE CHECK, AMBU INC #000 172 001, WOLFETORY #EID 100 20 UNITS PER CASE.	CASE		NO BID	CASE	240.90	AMBU DISCONTINUED; EASYCAP 11; 24/CS	CASE	NO BID		CASE	55	BAAM BECK AIRWAY-AIR FLOW MONITOR / #AC190 *SUB- AMBU #000172002 HAS BEEN DISCONTINUED	CASE	NO BID		CASE	NO BID		CASE	NO BID		CASE	NO BID	
9682	BAG, EMESIS, SICKNESS CLEAN UP, CLEAN SACK, GRADUATED MARKING TO MEASURE OZ AND CC/ML, BLUE IN COLOR, MEDLINE, MEDLINE #NON80328, 144/CASE.	CASE	73.09	BT# 1071-10204 CURAPLEX EMESIS BAG 1000CC STANDARD 25/PK 6PK/CS	CASE	83.00	MEDLINE NON80328; 144/CASE	CASE	NO BID		CASE	45	EMESIS BAG / #PA3933 *SOLD IN CS/100	CASE	107.77	MCKESSON CORPORATION #16-E840FL OZ / BAG, EMESIS 1000CC GRAD 40OZ (25/SL 4SL/CS) MGM16	CASE	74.50	DYNAREX # 4707	CASE	31.68	KENTRON # 404085	CASE	170.42	MEDLINE #NON80328 144PK
13194	IMMOBILIZER HEAD, DISPOSABLE, 15"X4"X3", 5.0 OZ URATHANE FOAM, ADHESIVE FASTNER 100% X-RAY TRANSLUCENT. STA-BLOCK 260975, NO SUBS.	EACH	4.70	BT# 3141-70001 HEAD IMMOBLIZER, STA-BLOK, RADIOLUCENT, MRI AND CT-SCAN COMPATIBLE 30/PK	EACH	5.45	LADERAL 700-00001	EACH	4.58	LADERAL 700-00001 2037034	EACH	4.4	LAERDAL STA-BLOCK HEAD IMMOBILIZER / #SY975	EACH	NO BID		EACH	6.18	LAERDAL # 700-0001	EACH	NO BID		EACH	7.16	LAERDAL MEDICAL #700-00001 EACH
13205	STETHOSCOPE PLATINUM CLINICIAN ADSCOPE 612, ADULT, OVERALL LENGTH 30.5" ADC ITEM 612BK, COLOR- BLACK, NO SUBS.	EACH	34.97	BT# 170600 STETHOSCOPE ADSCOPE 603 ACOUSTIC BLACK 10EA/CS	EACH	43.90	ADC 612BK	EACH	NO BID		EACH	35	ADSCOPE 612 ADSCOPE-LITE STETHESCOPE, BLACK / #ST612-BLK	EACH	42.25	AMERICAN DIAGNOSTIC CORP # 612BK / STETHOSCOPE, MULTI FREQUENCY BLK MGM01	EACH	33.15	ADC # 612BK	EACH	NO BID		EACH	44.59	AMERICAN DIAGNOSTIC CORP #612BKEA
13269	SHARPS-A-GATOR SMALL, 5 QUART, PACKED 30 PER CASE, TYCO.HEALTHCARE/KENDALL #4838-R, REF #31144-36 #31144010.	CASE	135.60	BT# 1860-87085 SHARPS CONTAINER 5.4 QUART 12EA/CS	CASE	112.00	KENDALL REPLACEMENT #85075A; 20/CS	CASE	NO BID		CASE	95	SHARPS-A-GATOR SHARPS CONTAINER W/ SLIDING LID, 1 GA / #IS3699 *SOLD IN CS/32	CASE	161.36	CARDINAL HEALTHCARE # 31353603 / CONTAINER, CHARPS, TRANSP RED 5QT (14/CS)	CASE		DISCONTINUED	CASE	NO BID		CASE	183.57	CARDINAL #3114010 30/PK
13607	TUBE, SHILEY ENDOTROL ORAL/NASAL ENDOTRACHEAL TUBE CUFFED, MURPHY EYE, 7.0 mm, WITH CONTROL TIP, COVIDIEN, 10 PER BOX, #86351, NO SUBS.	BOX	8.50	BT# 2113-20270 CURAPLEX SELECT ENDOTRACHEAL TUBE 7.00MM CUFFED W/O STYLETTE	BOX		DISCONJED	BOX	NO BID		BOX	20.5	ENDOTRACHEAL TUBE, SHERIDAN HVT, CUFFED 7.0 MM / #AE510314	BOX	NO BID		BOX		DISCONTINUED	BOX	NO BID		BOX	NO BID	
13609	PILLOW DISPOSABLE, 16"X22", 10 OZ., LATEX FREE, 12/CASE, MEDLINE #NON24391 OR EQUAL	CASE	34.65	BT#536-NON24391 PILLOW 16"X22" 10OZ SINGLE PIT USE, MADE OF FLAME-RETARDANT, GARNETED POLYESTER 12/CS	CASE	33.00	MEDLINE NON24391; 12/CASE	CASE	NO BID		CASE	39.6	THE PILLOW FACTORY DISPOSABLE PILLOW, SMALL SIZE 12" X 16" / #BS248 *SOLD IN CS/24 ONLY	CASE	23.07	MCKESSON CORPORATION # 41-1724-S / PILLOW, DISP STD LOFT WHT 17X24 (12/CS) MGM41	CASE	40.50	MEDLINE # NON24391	CASE	NO BID		CASE	59.00	MEDLINE #NON24391
13611	SOAP ANTIMICROBIAL, LIQUID, DIAL PROFESSIONAL GOLD PUMP, 16oz., 12/CASE, #80790, NO SUBS.	CASE		NO BID	CASE	76.18	DIAL 2340080790; 12/CASE	CASE	NO BID		CASE	156	DIAL, GOLD ANTIBACTERIAL LIQUID HAND SOAP, 16 OZ / #AL80790	CASE	64.89	ESSEDANT CO/LAGASSE /INC # DIA80790CT / SOAP DIAL LIQUID PUMP 16OZ (12/CS)DIAL	CASE		DISCONTINUED	CASE	NO BID		CASE	79.82	DIAL PROFESSIONAL #80790 12/CS
13612	WIPES ANTISEPTIC, SANI-HANDS ALC, PDI PRODUCT, INDIVIDUAL PACKETS, CONTAINS 65.9% ETHYL ALCOHOL WITH MOISTURIZING ALOE, GLYCERIN & VITAMIN E, 100/BOX, 10 BOXES/CASE, NO SUBS.	CASE	57.90	BT#020300 SANI-HANDS ALC ALCOHOL GEL HAND WIPE 100/BX 10BX/CS	CASE	56.00	PDI D20300, 10/CASE	CASE	NO BID		CASE	43	SANI-HANDS ALC ANTIMICROBIAL TOWELETTE / #AL354A	CASE	NO BID		CASE	49.50	PDI # D43600	CASE	NO BID		CASE	7.72	PROFESSIONAL DISPOSABLES #D43600 100/PK
13613	MASK FLUIDSHIELD, FOG-FREE PROCEDURE MASK W/WRAP AROUND SPLASHGUARD VISOR, PLEAT-STYLE W/EARLOOPS, FOAM BAND, ORANGE, 2 BOXES OF 12/CASE, KIMBERLY CLARK 47147, NO SUB.	CASE	24.24	BT# 29080 MASK PROCEDURE FLUIDSHIELD W/SPLASHGUARD VISOR ORANGE 25/BX 4BX/CS	CASE	98.00	KIM 47147; 12/CASE	CASE	NO BID		CASE	90	FLUID SHIELD MAS W WRAP AROUND VISOR / #IC90	CASE	NO BID		CASE	86.50	KIMBERLY CLARK # 47147	CASE	NO BID		CASE	101.16	KIM #47147 25/PK
13614	CATHETER IV, 24 GAUGE X 3/4", STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4252500, NO SUB.	CASE	380.00	BT#602500 IV CATHETER, INTROCAN SAFETY 24GA X 0.75" STRAIGHT FEP 50EA/BX 4BX/CS	CASE	390.00	BRAUN 4252500; 200/CASE	CASE	346.00	B BRAUN 4252.500-02; 5070341	CASE	352	B BRAUN INTROCAN SAFETY IV CATHETER, 24G X 0.75" / #IT2500	CASE	497.24	B.BRAUN MEDICAL INC. # 4252500-02 /CATHETER, IV INTROCAN FEP 24GX3/4" (50/BX) BBRAUN	CASE	420.00	B.BROWN # 4252500-02	CASE	NO BID		CASE	656.67	B. BRAUN #4252500-02 200/PK
13615	CATHETER IV, 22 GAUGE X 1", STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4252519, NO SUB.	CASE	380.00	BT#602519 IV CATHETER, INTROCAN SAFETY 22GA X1" STRAIGHT FEP 50EA/BX 4BX/CS	CASE	390.00	BRAUN	CASE	346.00	B BRAUN 4252511--02 5075531	CASE	352	B BRAUN INTROCAN SAFETY IV CATHETER, 22G X 1" / #IT2519	CASE	450.36	B.BRAUN MEDICAL INC # 4252519-02 / CATHETER, INTROCAN SAFETY FEP 22GX1" (50/BX)	CASE	380.39	B.BRAUN # 4252519-02	CASE	NO BID		CASE	595.00	4252519-02 200/PK

WINNING BIDDER WILL BE HIGHLIGHTED IN YELLOW

	VENDOR NUMBER:	25406			46577			131653			295482			139095			281106			292189			NOT A VENDOR		
	VENDOR NAME:	BOUNDTREE			DIXIE EMS SUPPLY			HENRY SCHEIN			LIFE-ASSIST			MCKESSON			MEDICAL SUPPLIES DEPOT			NASHVILLE MEDICAL & EMS			PASICFC STAR CORP		
13616	CATHETER IV, 20 GAUGE X 1-1/4", STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4252535, NO SUB.	CASE	380.00	BT#60235 IV CATHETER INTROCAN SAFETY 20GA X 1.25", STRAIGHT FEP 50EA/BX 4BX/CS	CASE	390.00	BRAUN	CASE	346.00	B BRAUN 4252535-02 5070313	CASE	352	B BRAUN INTROCAN SAFETY IV CATHETER, 20G X 1.25" / #IT2535	CASE	407.28	B.BRAUN MEDICAL INC # 4252535-02 / CATHETER, INTROCAN SAFETY FEP20GX1 1/4" (50XBX) BBRAUN	CASE	344.00	B.BRAUN # 4252535-02	CASE	NO BID		CASE	538.30	B. BRAUN #4252535-02 200/PK
13617	CATHETER IV, 18 GAUGE X 1-1/4", STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4252560, NO SUB.	CASE	380.00	BT#602560 IV CATHETER, INTROCAN SAFETY, 18GA X 1.25" STRAIGHT FEP 50EA/BX 4BX/CS	CASE	390.00	BRAUN	CASE	346.00	B BRPWM 4252560-02 9866186	CASE	352	B BRAUN INTROCAN SAFETY IV CATHETER, 18G X 1.25" / #IT2560	CASE	407.28	B.BRAUN MEDICAL INC. # 4252560-02 / CATHETER, IV INTROCAN SAFETY FEP 18G (50XBX) BBRAUN	CASE	344.00	B. BRAUN # 4252560-02	CASE	NO BID		CASE	538.30	B. BRAUN #4252560-02 200/PK
13618	CATHETER IV, 16 GAUGE X 1-1/4", STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4252586, NO SUB.	CASE	380.00	BT#602586 IV CATHETER, INTROCAN SAFETY 16GA X 1.25" STRAIGHT FEP 50EA/BX 4BX/CS	CASE	390.00	BRAUN	CASE	346.00	B BRPWM 4252586-02 5070660	CASE	352	B BRAUN INTROCAN SAFETY IV CATHETER, 16G X 1.25" / #IT2586	CASE	450.36	B.BRAUN MEDICAL INC. # 4252586-02 / CATHETER, INTROCAN SAFETY FEP16G / (50XBX) BBRAUN	CASE	380.39	B.BRAUN # 4252586-02	CASE	NO BID		CASE	595.00	B. BRAUN #4252586-02 200/PK
13619	CATHETER IV, 14 GAUGE X 1-1/4", STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4251890, NO SUB.	CASE	380.00	BT #601890 IV CATHER INTROCAN SAFETY 14GA X 1.25" STRAIGHT FEP 50EA/BX 4BX/CS	CASE	390.00	BRAUN	CASE	346.00	B BRAUN 4251890-02 5072767	CASE	352	B BRAUN INTROCAN SAFETY IV CATHETER, 16G X 1.25" / #IT2586	CASE	473.56	B.BRAUN MEDICAL INC # 4251890-02 / CATHETER, INTROCAN SAFETY FEP14G (50/BX)	CASE	400.00	B. BRAUN # 4251890-02	CASE	NO BID		CASE	625.53	B. BRAUN #251890-02 200/PK
13624	STRIPS BLOOD GLUCOSE AND KETONE MONITORING STRIPS, 50/BOX, 12 BOXES/CASE, ABBOTT MEDI-SENSE PRECISION XTRA BLOOD GLUCOSE STRIPS #99695-35, NO SUB.	CASE	320.40	BT# E6251 GLUCOSE TEST STRIPS, PRECISION XTRA CAPILLARY CLIA WAIVED 50/BX 12BX/CS	CASE			CASE	232.80	MEDISENSE 9983865 8404732	CASE	390	PRECISION XTRA GLUCOMETER TEST STRIPS, INDIVIDUALLY WRAPPED (BOX OF 50) / #ABB2_99838	CASE	NO BID		CASE	NO BID		CASE	NO BID		CASE	NO BID	
13627	RESUSCITATOR AMBU SPUR II BAG, ADULT, WITH BAG RESERVOIR, 12/CASE AMBU 520 21100, NO SUB.	CASE	108.84	BT#2442-52002 BVM SPUR II ADULT W/MED ADULT MASK INDIVIDUALLY BAGGED 12EA/CS	CASE	129.00	AMBU; 12/CASE	CASE	106.80	AMBU 520211000 4993940	CASE	114.3	AMBUSPUR II BVM, ADULT W/ ADULT MEDIUM MASK / #OM5200	CASE	NO BID		CASE	156.00	AMBU # 52021100	CASE	NO BID		CASE	174.74	AMBU #520211000 12/PK
13628	RESUSCITATOR AMBU SPUR II BAG, PEDIATRIC, WITH BAG RESERVOIR, 12/CASE, AMBU 530 213 000, NO SUB.	CASE	116.28	BT#2442-53213 BVM SPUR IIPEDIATRIC W/TODDLER MASK (SIZE 1 AND 2) POLY BAGGED 12EA/CS	CASE	172.00	AMBU; 12/CASE	CASE	125.16	AMBU 530213000 4996431	CASE	133.9	AMBUSPUR II BVM, PEDIATRIC W/ TODDLER MASK, POP-OFF / #OM5300	CASE	174.86	AMBU INC # 530213000 / RESUSCITATOR, SPUR II BG RSVRNEO INF MASK (12/CS)	CASE	259.00	AMBU # 530213000	CASE	NO BID		CASE	186.03	AMBU #530213000 12/PK
13629	RESUSCITATOR AMBU SPUR II BAG, INFANT, WITH BAG RESERVOIR, 12/CASE AMBU 540 211 000, NO SUB.	CASE	116.28	BT#540-211 BVM SPUR II INFANT W/NEONATE MASK 12EA/CS	CASE	151.00	AMBU; 12/CASE	CASE	125.16	A,BI 540211000 4992820	CASE	133.9	AMBUSPUR II BVM, INFANT W/ NEONATE MASK, POP-OFF / #AMBU_54021000EA	CASE	218.74	AMBU INC # 540211000 / RESUSCITATOR, SPUR II BG RSVRNEO INF MASK (12/CS) AMBU	CASE	319.00	AMBU # 541211000	CASE	NO BID		CASE	146.16	AMBU #540211000
13634	IV STARTER KIT, LATEX FREE, INCLUDES: ALCOHOL PREP PAD, PVP AMPULE, DRESSING 2 GAUZE, TOURNIQUET, TAPE, PACKED 100/BOX, MEDLINE DYND740888, NO SUBS.	BOX	75.00	BT#540-1358-A CURAPLEX IW START KIT (TEGADERM, ALCOHOL, NO FLUSH)	BOX	86.00	MEDLINE; 100/BOX	BOX	NO BID		BOX	170	IV START KIT, SURESITE, ALCOHOL PREP, PVP AMPULE, 2X2" / #MEDL_DYND74088	BOX	NO BID		BOX	126.00	MEDLINE # DYND74088	BOX	NO BID		BOX	167.03	MEDLINE #74088 100/PK
13637	SODIUM CHLORIDE, 0.9% SODIUM CHLORIDE INJECTION USP 250 ML BAG, 24/CASE, BRAND OR MANUFACTURER MAY BE BRAUN OR BAXTER, OR HOSPIRA, THESE BRANDS ONLY, NO SUBS.	CASE	74.40	BT#358002 IV SOLUTION SODIUM CHLORIDE 0.9% 250ML BAG 24EA BBRAUN L8002	CASE	75.00	BRAUN L8002	CASE	79.92	B BROWN L8002 5078002	CASE	80	SODIUM CHLORIDE IV SOLUTION, 0.9%, B BRAUN, 250mL BAG / #sil8002	CASE	81.55	B.BRAUN MEDICAL INC # L8002 / SOD CHL, NSOL PVC DEHP FREE 0.09% 250ML (24/CS) BBRAUN	CASE	73.95	B.BRAUN # L8002	CASE	NO BID		CASE	NO BID	
13638	SODIUM CHLORIDE, 0.9% SODIUM CHLORIDE INJECTION USP, 1000 ML BAG, 12/CASE, BRAND OR MANUFACTURER MAY BE BRAUN OR BAXTER OR HOSPIRA, THESE BRANDS ONLY, NO SUB.	CASE	42.36	BT#7800-09 IV SOLUTION SODIUM CHLORIDE 0.9% 100ML BAG 12EA/CS	CASE	40.00	BRAUN L8000; 12/CASE	CASE	41.40	B BROWN Q8000 1477606	CASE	41.7	SODIUM CHLORIDE IV SOLUTION, 0.9% B BRAUN 1000mL BAG, E3 / #SL7800-09	CASE	38.78	B. BRAUN MEDICAL INC # L8000 / SOD CHL, NSOL PVC DEHP FREE 0.9% 1000ML (12/CS)	CASE	35.95	B. BRAUN # Q8000	CASE	NO BID		CASE	NO BID	
16042	IV ADMINISTRATION SET, 60 DROP, 83" TUBING, NEEDLELESS INJECTION SITE, 50 PER CASE, AMSINO IV #608306, NO SUBS.	CASE	52.50	BT#1712-60830 CURAPLEX IV ADMIN SET, 60DRP 83IN PPY-SITE SURE-LOK NDLE-FREE Y-SITE ROTAT MALE LL 1/EA/CS	CASE	115.00	AMSINO; 50/CASE	CASE	97.50	AMSINO 608306 4990713	CASE	93.5	AMSINO IV SET, PRE-PIERCED/SURE-LOK, 60 DROP / IV660	CASE	128.68	AMSINO INTERNATIONAL, INC # 608306 / IV ADMIN SET , 2INJ SITE 60DPM,83" (50/CS) AMSINO	CASE	130.75	AMSINO # 608306	CASE	NO BID		CASE	173.50	AMSINO INTERNATIONAL #60830 50/PK
16043	IV ADMINISTRATION SET, 10 DROP, 83" TUBING, 2 INJECTION SITES, LATEX FREE 50 PER CASE, AMSINO IV #108306, NO SUBS.	CASE	46.50	BT# 1712-10830 CURAPLEX IV ADMIN SET 10 DRP 83IN PRE-PRCD Y-SITE SRLK NDLE-FREE Y SITE ROTATE MALE LL 50EA/CS	CASE	95.00	AMSINO; 50/CASE	CASE	80.50	AMSINO 108306 4990504	CASE	77.15	AMSINO IV SET, PRE-PIERCED/SURE-LOK, 10 DROP / IV610	CASE	118.66	AMSINO INTERNATIONAL, INC. # 108306 / ADMIN SET 83" 10DRP 2Y SAF50/CS DEHP - FREE LTXF AMSINO	CASE	128.32	AMSINO # 108306	CASE	NO BID		CASE	160.30	AMSINO INTERNATIONAL #10830 50/PK
16044	IV EXTENSION SET WITH AMSAFE INJECTION SITE, NEEDLELESS INJECTION SITE, LATEX FREE, 100 PER CASE, AMSINO IV EXTENSION #AE3108, NO SUBS.	CASE	90.00	BT# 1714-31081 CURAPLEX EXTENSION SET 8IN REMOVABLE SURE-LOK NEEDLEFREE CONNECT ROTATING MALE LL 50/EA/CS	CASE	132.00	AMSINO; 100/CASE	CASE	110.95	AMSINO AE3108 4996067	CASE	106.95	AMSINO EXTENSION SET, 1.2mL, 8" SURE-LOK / #IV3108	CASE	194.29	AMSINO INTERNATIONAL, INC. # AE3108 / EXT SET, STD INJ SITE 2ML 8" (100/CS) AMSINO	CASE	199.95	AMSONI # AE 3108	CASE	NO BID		CASE	257.81	AMSINO INTERNATIONAL #AE108 100/PK
16052	HAND SANITIZER, KLEENEX, ALCOHOL FREE FOAM, KIMBERLY-CLARK ITEM #34136, 1.5oz BOTTLE, 24 BOTTLES PER CASE, NO SUBS.	CASE		NO BID	CASE	150.00	KIM 34136; 24/CASE	CASE	NO BID		CASE		NO BID	CASE	56.45	SAFEHANDS INC # SHU-1.75-24 / SANITIZER, HND FOAM ALC FREE UNSCTN 1.75OZ (24/CS SAFHND) - (KC # 34136 DISCONTINUED)	CASE	139.00	KIMBERLY CLARK # 34136	CASE	NO BID		CASE	154.49	KCP #34136 24/PK
16053	HAND SANITIZER, KLEENEX, ALCOHOL FREE FOAM, KIMBERLY-CLARK ITEM #45827, 18oz BOTTLE, 4 BOTTLES PER CASE, NO SUBS	CASE		NO BID	CASE	90.00	KIM 45827; 4/CASE	CASE	NO BID		CASE		NO BID	CASE	34.86	SAFEHANDS INC # SHC-18-4 / SANITIZER, HND FOAM ALC FREE CLEAN LINEN 18OZ (4/C SAFHND) - (KC # 45827 DISCONTINUED)	CASE	75.90	KIMBERLY CLARK # 45827	CASE	NO BID		CASE	91.26	KCP #45827 4/PK
16055	ET TUBE INTRODUCER, BOUGIE-TO-GO, ADULT WITH COUDE TIP, 15FR, 60MM, 10/BOX, NO SUBS.	BOX	51.30	BT#2120-21282 ET TUBE INTRODUCER BOUGIE-TO-GO ADULT W/COUDE TIP 15FR 60CM 10/PK	BOX	77.00	SUNMED 9021282; 10/BOX	BOX	51.70	SUNMED 9-0202-82 7000666	BOX	93.6	BOUGIE-TO-GO ET TUBE INTRODUCER / AC21282	BOX	105.45	SUN MED GROUP HOLDINGS DBA AIRLIFE #9-0212-82 / INTRODUCER, ENDOTRACH ADLT COUDE TIP 15FR 60CM (10/BX)	BOX	92.95	SUN MED # 9-0202-82	BOX	NO BID		BOX	139.72	SUN MED #9-0212-85 10/P
16057	ELECTRODES MONITORING, AMBU EKG ELECTRODE, BLUE SENSOR SP, HIGHLY CONDUCTIVE WET GEL, GENTLE TO SKIN, 50 PER PACK, #AMBU SP 50, NO SUBS.	PACK	10.70	BT#230500 ELECTRODES BLUESENSOR SP MEDIUM SIZE PEDIATRIC/ADULT FOAM 50/PK 20/PK/BX 2BX/CS	PACK	14.00	AMBU SP50; 50/PACK	PACK	11.40	AMBU SP-00-S/50 1470859	PACK	12.4	AMBU BLUESENSOR EP ELECTRODE W WET GEL (PACK OF 50) / #EL9050SP	PACK	12.67	AMBU INC # SP-00-S/50 / SENSOR, WET GEL FM ELECTRODE SNAP 38MM (50/PK 20/PK/BX)	PACK	12.16	AMBU # SP-00-S/50	PACK	NO BID		PACK	26.67	AMBU #SP-00-S/50 50/PK
16058	IV PRESSURE INFUSER, INFU-STAT PRESSURE INFUSER, 1000mL, CURAPLEX, DISPOSABLE, 25 PER CASE, #350310	CASE	203.75	BT#350310 CURAPLEX PRESSURE INFUSER BAG 1000ML 5BX/CS	CASE	250.00	485102; 25/CASE	CASE	197.25	ETHOX 950194310/4010H 1229815	CASE	103.45	INFU-SURG PRESSURE INFUSER BAG, 1000cc / #F4010 *SOLD IN BX/5	CASE	1030.00	HEALTH CARE LOGISTICS # 10401 / BAG, PRESSURE INFUSION DISP 1000ML HLTHLG	CASE	NO BID		CASE	199.75	KENTRON # 888802	CASE	NO BID	
16059	COLLAR CERVICAL, INFANT, 50 PER CASE, AMBU #264-501, NO SUBS	CASE	152.50	BT#264001 EXTRICATION COLLAR AMBU PERFIT INFANT SIZE 1 50EA/CS 000 264 501	CASE	200.00	AMBU; 50/CASE	CASE	167.50	AMBU 000264501 9850035	CASE	78	AMBU PERFIT ECTRICATION COLLAR. INFANT / #CX641 *SOLD IN CS/20	CASE	333.50	AMBU INC # 000264501 / COLLAR, EXTRICATION PURP 2.5" INF (50/CS) AMBU	CASE	NO BID		CASE	444.03	AMBU #264501 50/PK
16060	COLLAR CERVICAL, PEDIATRIC, 50 PER CASE, AMBU #264-502, NO SUBS.	CASE	152.50	BT#264002 EXTRICATION COLLAR AMBU PERFIT PEDIATRIC SIZE 2 50EA/CS 000 264 502	CASE	200.00	AMBU	CASE	167.50	AMBU 000264502 9859681	CASE	78	AMBU PERFIT ECTRICATION COLLAR. PEDIATRIC / #CX642 *SOLD IN CS/20	CASE	333.50	AMBU INC # 000264501 / COLLAR, EXTRICATION PURP 2.5" INF (50/CS) AMBU	CASE	NO BID		CASE	444.03	AMBU #264502 50/PL
16061	COLLAR CERVICAL, NECKLESS, 50 PER CASE, AMBU #264-503, NO SUBS.	CASE	152.50	BT#264003 EXTRICATION COLLAR AMBU PERFIT NECKLESS SIZE 3 50EA/CS 000 264 503	CASE	200.00	AMBU	CASE	167.50	AMBU 0002645030 9857405	CASE	78	AMBU PERFIT ECTRICATION COLLAR. NECKLESS / #CX643 *SOLD IN CS/20	CASE	333.50	AMBU INC # 000264501 / COLLAR, EXTRICATION PURP 2.5" INF (50/CS) AMBU	CASE	NO BID		CASE	444.03	AMBU #264503 50/PK
16062	COLLAR CERVICAL, SHORT, 50 PER CASE, AMBU #264-504, NO SUBS.	CASE	152.50	BT#264004 EXTRICATION COLLAR AMBU PERFIT SHORT SIZE 4 50EA/CS 000 264 504	CASE	200.00	AMBU	CASE	167.50	AMBU 000264504 9852773	CASE	78	AMBU PERFIT ECTRICATION COLLAR. SHORT / #CX644 *SOLD IN CS/20	CASE	333.50	AMBU INC # 000264501 / COLLAR, EXTRICATION PURP 2.5" INF (50/CS) AMBU	CASE	NO BID		CASE	444.03	AMBU #264504 50/PK
16063	COLLAR CERVICAL, REGULAR, 50 PER CASE, AMBU #264-505, NO SUBS	CASE	152.50	BT#264005 EXTRICATION COLLAR AMBU PERFIT REGULAR SIZE 5 50EA/CS 000 264 505	CASE	200.00	AMBU	CASE	167.50	AMBU 000264505 9852073	CASE	78	AMBU PERFIT ECTRICATION COLLAR. REGULAR / #CX645 *SOLD IN CS/20	CASE	333.50	AMBU INC # 000264501 / COLLAR, EXTRICATION PURP 2.5" INF (50/CS) AMBU	CASE	NO BID		CASE	444.03	AMBU #264506 50/PK
16064	COLLAR CERVICAL, TALL, 50 PER CASE, AMBU #264-506, NO SUBS.	CASE	152.50	BT#264006 EXTRICATION COLLAR AMBU PERFIT TALL SIZE 6 50EA/CS 000 264 506	CASE	200.00	AMBU	CASE	167.50	AMBU 000264506 9853555	CASE	78	AMBU PERFIT ECTRICATION COLLAR,TALL / #CX646 *SOLD IN CS/20	CASE	333.50	AMBU INC # 000264501 / COLLAR, EXTRICATION PURP 2.5" INF (50/CS) AMBU	CASE	NO BID		CASE	444.03	AMBU #264505 50/PK
16065	TUBE TRACHEAL, RUSCH FLEXI-SET 2.5 MM, UNCUFFED ENDOTRACHEAL TUBE WITH STYLET AND MURPHY EYE, RUSCH #506525, 10 EACH PER BOX, NO SUB.	BOX	15.00	BT#213-10325 CURAPLEX SELECT ENDOTRACHEAL TUBE WITH STYLETTE 2.5MM UNCUFFED 10EA/BX 10BX/CS	BOX	37.00	RUSCH; 10/BOX	BOX	NO BID		BOX	35	FLEXI-SET ENDOTRACHEAL/STYLETTE, UNCUFFED, 2.5 / #AE525	BOX	47.36	TELEFLEX LLC # 506525 / TUBE, ENDOTRACH UNCUFF W/STYLETTE 2.5MM (10/BX) TELFLX	BOX	39.00	RUSCH # 506525	BOX	NO BID		BOX	64.81	TELEFLEX LLC #506525 10/PK
16066	TUBE TRACHEAL, RUSCH FLEXI-SET 3.0 MM, UNCUFFED ENDOTRACHEAL TUBE WITH STYLET AND MURPHY EYE, RUSCH #506530, 10 EACH PER BOX, NO SUB.	BOX	15.00	BT#2113-10330 CURAPLEX SELECT ENDOTRACHEAL TUBE WITH STYLETTE 3.0MM UNCUFFED 10EA/BX 10BX/CS	BOX	37.00	RUSCH; 10/BOX	BOX	NO BID		BOX	35	FLEXI-SET ENDOTRACHEAL/STYLETTE, UNCUFFED, 3.0 / #AE530	BOX	47.36	TELEFLEX LLC # 506530 / TUBE, ENDOTRACH UNCUFF W/STYLETTE 3.0MM (10/BX) TELFLX	BOX	36.80	RUSCH # 506530	BOX	NO BID		BOX	64.81	TELEFLEX LLC #506530 10/PK
16068	TUBE TRACHEAL, RUSCH FLEXI-SET 4.0 MM, UNCUFFED ENDOTRACHEAL TUBE WITH STYLET AND MURPHY EYE, RUSCH #506540, 10 EACH PER BOX, NO SUB	BOX	15.00	BT# 2113-10340 CURAPLEX SELECT ENDOTRACHEAL TUBE WITH STYLETTE 4.0MM UNCUFFED 10EA/BX 10BX/CS	BOX	37.00	RUSCH; 10/BOX	BOX	NO BID		BOX	35	FLEXI-SET ENDOTRACHEAL/STYLETTE, UNCUFFED 4.0 / #AE540	BOX	47.36	TELEFLEX LLC # 506540 / TUBE, ENDOTRACH UNCUFF W/STYLETTE 4.0MM (10/BX) TELFLX	BOX	36.80	RUSCH # 506540	BOX	NO BID		BOX	64.81	TELEFLEX LLC #506540 10/PK

	VENDOR NUMBER:	25406			46577			131653			295482			139095			281106			292189			NOT A VENDOR		
	VENDOR NAME:	BOUNDTREE			DIXIE EMS SUPPLY			HENRY SCHEIN			LIFE-ASSIST			MCKESSON			MEDICAL SUPPLIES DEPOT			NASHVILLE MEDICAL & EMS			PASICIFC STAR CORP		
16069	TUBE TRACHEAL, RUSCH FLEXI-SET 5.0 MM, CUFFED ENDOTRACHEAL TUBE WITH STYLET AND MURPHY EYE, RUSCH #504550, 10 EACH PER BOX, NO SUB.	BOX	15.60	BT# 2113-10250 CURAPLEX SELECT ENDOTRACHEAL TUBE WITH STYLETTE 5.0MM CUFFED 1/EA/BX 10BX/CS	BOX	37.00	RUSCH; 10/BOX	BOX	NO BID		BOX	38	FLEXI-SET ENDOTRACHEAL/STYLETTE, UNCUFFED, 5.0 / #AE750	BOX	53.28	TELEFLEX LLC # 504550 / TUBE, ENDOTRACH CUFF 5.0MM (10/BX) TELFLX	BOX	39.00	RUSCH # 504550	BOX	NO BID		BOX	72.60	TELEFLEX LLC #504550 10/PK
16070	TUBE TRACHEAL, RUSCH FLEXI-SET 6.0 MM, CUFFED ENDOTRACHEAL TUBE WITH STYLET AND MURPHY EYE, RUSCH #504560, 10 EACH PER BOX, NO SUB.	BOX	15.60	BT#2113-10260 CURAPLEX SELECT ENDOTRACHEAL TUBE WITH STYLETTE 6.0MM CUFFED 10EA/BX 10BX/CS	BOX	37.00	RUSCH; 10/BOX	BOX	NO BID		BOX	38	FLEXI-SET ENDOTRACHEAL/STYLETTE, UNCUFFED, 6.0 / #AE760	BOX	53.28	TELEFLEX LLC # 504560 / TUBE, ENDOTRACH CUFF 6.0MM (10/BX) TELFLX	BOX	39.00	RUSCH # 504560	BOX	NO BID		BOX	72.60	TELEFLEX LLC #504560 10/PK
16071	TUBE TRACHEAL, RUSCH FLEXI-SET 7.0 MM, CUFFED ENDOTRACHEAL TUBE WITH STYLET AND MURPHY EYE, RUSCH #504570, 10 EACH PER BOX, NO SUB.	BOX	15.60	BT#2113-10270 CURAPLEX SELECT ENDOTRACHEAL TUBE WITH STYLETTE 7.0MM CUFFED 10EA/BX 10BX/CS	BOX	37.00	RUSCH; 10/BOX	BOX	NO BID		BOX	38	FLEXI-SET ENDOTRACHEAL/STYLETTE, UNCUFFED, 7.0 / #AE770	BOX	53.28	TELEFLEX LLC # 504570 / TUBE, ENDOTRACH CUFF/W/STYLETTE 7.0MM (10/BX)	BOX	39.00	RUSCH # 504570	BOX	NO BID		BOX	72.60	TELEFLEX LLC #504570 10/PK
16072	TUBE TRACHEAL, RUSCH FLEXI-SET 8.0 MM, CUFFED ENDOTRACHEAL TUBE WITH STYLET AND MURPHY EYE, RUSCH #504580, 10 EACH PER BOX, NO SUB.	BOX	15.60	BT#2113-10280 CURAPLEX SELECT ENDOTRACHEAL TUBE WITH STYLETTE 8.0MM CUFFED 10EA/BX 10BX/CS	BOX	37.00	RUSCH; 10/BOX	BOX	NO BID		BOX	38	FLEXI-SET ENDOTRACHEAL/STYLETTE, UNCUFFED, 8.0 / #AE780	BOX	53.28	TELEFLEX LLC 504580 / TUBE, ENDOTRACH CUFF W/STYLETTE 8.0MM (10/BX) TELFLX	BOX	39.00	RUSCH # 504580	BOX	NO BID		BOX	72.60	TELEFLEX #504580 10/PK
16073	TUBE TRACHEAL, RUSCH FLEXI-SET 9.0 MM, CUFFED ENDOTRACHEAL TUBE WITH STYLET AND MURPHY EYE, RUSCH #504590, 10 EACH PER BOX, NO SUB.	BOX	15.60	BT#2113-10290 CURAPLEX SELECT ENDOTRACHEAL TUBE WITH STYLETTE 9.0MM CUFFED 10EA/BX 10BX/CS	BOX	37.00	RUSCH; 10/BOX	BOX	NO BID		BOX	38	FLEXI-SET ENDOTRACHEAL/STYLETTE, UNCUFFED, 9.0 / #AE790	BOX	53.28	TELEFLEX LLC # 504590 / TUBE, ENDOTRACH CUFF 9.0MM (10/BX) TELFLX	BOX	39.00	RUSCH # 504590	BOX	NO BID		BOX	73.84	TELEFLEX LLC #504590 10/PK
16145	PENLIGHT DISPOSABLE, DIAGNOSTIC PENLIGHT WITH PUPIL GAUGE, 6 EACH PER PACK. CURAPLEX 32762	PACK	4.70	BT#32762 CURAPLEX DISPOSABLE PENLIGHT 6PK 60PK/CS	PACK	4.50	ER 1800037; 6/PK	PACK	NO BID		PACK	5.4	ADLITE PENLIGHT WITH PUPIL GAUGE / #PL1008	PACK	11.72	MCKESSON CORPORATION # 22-6866 / PENLIGHT, W/PUPIL GAUGE DISP (6PK)	PACK	6.49	ADC # 351	PACK	3.40	KENTRON # 404060	PACK	12.12	GRAHAM-FIELD #4062 6/PK
16146	SPLINT MULTI-PURPOSE, UNIVERSAL WITH SELF-ADHERENT ADHESIVE WRAP ACTISPLINT WITH SENSI-WRAP, DYNAREX, ROLLED SPLINT 4.5" X 36" WITH SENSI-WRAP 2" X 5YDS., BLACK, 50/CASE, NO SUBS.	CASE	293.00	BT#3014-35330 SPLINT ACTISPLINT W/SENSI-WRAP COMBO ACTISPINT 4.25IN X 36IN SENSI-WRAP 2IN X 5YRDS 1EA 50EA/CS	CASE	290.00	DYNAREX 3533; 50/CASE	CASE	NO BID		CASE	252.5	ACTISPLINT MULTI-PURPOSE SPLINT, 36" W/ 2" X 5YD SENSI-WRAP / #SS3533R	CASE	287.98	DYNAREX # 3528/SPLINT, ROLLED ACTISPLINT 36" (50/CS)	CASE	249.00	DYNAREX # 3533	CASE	NO BID		CASE	296.90	DYNAREX #3528 50/PK
16147	DRESSING, SAM CHEST SEAL DRESSING, 9.2" X 7.6", DESIGNED FOR OPEN CHEST WOUNDS, LARGE COVERAGE AREA, 2 DRESSINGS PER PACK (NON-VALVE VERSION), LATEX FREE, TRANSPARENT, 5" X 9" PAD. NO SUBS.	PACK	22.22	BT#1216-01103 SAM CHEST SEAL (SCS) NON-VALVE (2) 9.2IN X 7.6IN CHEST SEAL (1) 5 X 9 ABSORBENT PAD/PK 50PK/BX	PACK	22.50	1216011003 SAM; EA	PACK	NO BID		PACK	16.5	SAM CHEST SEAL WITH VALVE 2.0 / #AT62013 "SOLD BY EACH ONLY	PACK	44.87	THE SEABERG COMPANY INC # CS201-EN / SEAL, CHEST SAM W/2 NON-VALVEDDRESSING (50/CS)	PACK	NO BID		PACK	NO BID		PACK	NO BID	
16148	CO2 INDICATOR, FENEM CO2 INDICATOR ATTACHES TO EXHALATION PORT OF RESUSCITATOR BAG, 30 mm I.D., BODY MASS RANGE >1 KG, 2 YEAR SHELF LIFE, LATEX-FREE, 10 EACH PER BOX, CURAPLEX #301558SEA, NO SUBS.	BOX	95.60	BT#530024 CO2 DETECTOR EASY CAP 6EA/BX 4BX/CS (24/CS)	BOX			BOX	NO BID		BOX		NO BID	BOX	NO BID		BOX	NO BID		BOX	NO BID		BOX	NO BID		
16171	DRESSING: MULTI-TRAUMA DRESSING, 12" X 30", ONE STERILE DRESSING PER POUCH, LATEX-FREE; 50 PER CASE, DYNAREX, NO SUBS	CASE	62.50	BT#9280 DRESSING TRAUMA 12IN X 30IN STERILE 50EA/CS	CASE	63.00	DYNAREX 3532; 50/CASE	CASE	NO BID		CASE	19	DUKAL TRAUMA DRESSING, 12" X 30", STERILE / #BA3050 "SOLD IN CS/25	CASE	NO BID		CASE	55.50	DYNAREX # 3532	CASE	NO BID		CASE	80.52	DYNAREX #3532 50/PK
16174	BLOOD PRESSURE CUFF, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL 300 MMHG MANOMETER, CHROME PLATED BRASS AIR RELEASE VALVE, LEATHERETTE CARRYING CASE, INFANT, ADC #760-71BK, NO SUBS	EACH	22.06	BT#540019 BP UNIT PROSPHYG 760 SERIES SIZE 7 INFANT BLACK ADCUFF NYLON POCKET ANEROID CASE LF	EACH	44.00	760-71BK	EACH	NO BID		EACH	20.65	ADC PROSPHYG 760 BP UNIT, INFANT / #SG2000I	EACH	29.60	AMERICAN DIAGNOSTIC CORP # 760-71BK/SPHYG, PROSPHYG INF BLK/MDIAG	EACH	24.25	ADC # 760-71BK	EACH	NO BID		EACH	50.13	AMERICAN DIAGNOSTIC CORP #760-71BK
16175	HANDLE V-VAC, LAERDAL V-VAC REPLACEMENT HANDLE, NO SUBS.	EACH	133.13	BT#985030 V-VAC HANDLE	EACH	136.00	LAERDAL 985030	EACH	131.79	LAERDAL 985030 1166385	EACH	120.7	HANDLE ONLY, V-VAC / #LAER_985030	EACH	NO BID		EACH	NO BID		EACH	NO BID		EACH	174.55	LAERDAL MEDICAL #985030 EACH
16176	CONNECTOR LAERDAL V-VAC SUCTION UNIT DOUBLE MALE CONNECTORS, PACK OF 10 EACH, NO SUBS.	PACK	10.31	BT#590350 DOUBLE MALE CONNECTOR FOR V-VAC MANUAL SUCTION UNIT 10/PK	PACK	11.00	LARDAL 985033	PACK	10.25	LAERDAL 985003 2209232	PACK	0	NO BID- ITEM HAS BEEN DISCONTINUED BY THE MANUFACTURER.	PACK	10.22	LAERDAL MEDICAL CORP # 985003 / ADAPTER, V-VAC DBL ML (10/PK) LARDAL	PACK	NO BID		PACK	NO BID		PACK	14.44	LERDAL MEDICAL #98503 10/PK
16177	ADAPTER TIPS, LAERDAL V-VAC REPLACEMENT ADAPTER TIPS, SUCTION UNIT, 4 EACH PER PACK, NO SUBS.	PACK	38.44	BT#590300 SUCTION ADAPTER TIPS 4PK V-VAC	PACK	39.00	LAERDAL 985002	PACK	38.10	LAERDAL 985002 2201850	PACK	35.25	LAERDAL V-VAC ADAPTER TIPS (SET OF 4) / OK300 *SUBSTITUTE - 18FR CATH NO LONGER COMES WITH THE SUCTION UNIT. PER THE MFG - REGULAR TIP YANKAUR, FLEXIBLE, NON-VENTED ITEM WILL VIT THE YELLOW ADAPTER	PACK	38.09	LAERDAL MEDICAL CORP # 985002 / ADAPTER, TIP V-VAC (4/PK) LARDAL	PACK	NO BID		PACK	NO BID		PACK	51.11	LAERDAL MEDICAL #985002 4/PK
16178	CATHETERS LAERDAL V-VAC CATHETERS, SHORT, SUCTION UNIT, 8", 18FR, 4 EACH PER PACK, NO SUBS.	PACK		NO BID	PACK		DISCONUED	PACK	NO BID		PACK	0.85	SUCTION YANKAUER, REGULAR TIP, FLEXIBLE, NON-VENTED / #OK834	PACK	1.27	MCKESSON CORPORATION # 16-DT18FR / CATHETER, SUCTION W/CNTL 18FR/50/BX 10BX/CS) - (LAERDAL MEDICAL #985004 DISCONTINUED)	PACK	NO BID		PACK	NO BID		PACK	NO BID	
16179	CARTRIDGE LAERDAL V-VAC REPLACEMENT CARTRIDGE FOR SUCTION UNIT,NO SUBS.	EACH	30.00	BT#590200 SUCTION REPLACEMENT CARTRIDGE 80/CS V-VAC	EACH	30.00	LAERDAL 985001	EACH	29.70	LAERDAL 9850001 1096779	EACH	27.5	LAERDAL V-VAC SUCTION CARTRIDGE / #OK200	EACH	22.99	LERDAL MEDICAL CORP # 985001 / CARTRIDGE, REPLCMNT V-VAC	EACH	NO BID		EACH	NO BID		EACH	31.24	LERDAL MEDICAL #9850001 EACH
16182	INFUSION SET, WINGED, SURSHIELD SAFETY WINGED INFUSION SETS, TERUMO, 23ga x 3/4, 3.5" TUBING, SV*S23BLS, PACKED: 50/BOX, NO SUBS.	BOX		NO BID	BOX	30.00	TERUMO SV23BLSF; 50/BOX	BOX	NO BID		BOX	0	NO BID	BOX	NO BID		BOX	49.19	TERUMO # 1SVS23BLS	BOX	NO BID		BOX	389.05	TERUMO MEDICAL #SV*S23LBS 500/PK
16183	BITE BLOCK - TONGUE DEPRESSOR, UNBREAKABLE, ONE PIECE, EACH PACKAGED IN SANITARY BAG.	EACH	0.51	BT#020010 BITE STICK PLASTIC SINGLES 10EA/BG	EACH	0.54	G-F 454101	EACH	NO BID		EACH	0.38	BITE STICK / #AB89	EACH	0.54	AMERICAN DIAGNOSTIC CORP # 4010T / BITE STICK, (10/PK) AMDIAG	EACH	NO BID		EACH	0.39	KENTRON 404075	EACH	8.11	AMERICAN DIAGNOSTIC CORP #4010T 10/PK
16186	GAUZE PETROLATUM, NON-ADHERING, LATEX FREE, FOIL PACKAGE, STERILE, 3" X 9", DERMA DKC 20056, NO SUBS.	BOX	9.38	BT#J2018 GAUZE PETROLATUM DRESSING 3IN X 9IN 12I/BX 6BX/CS	BOX	7.54	DKC20056	BOX	NO BID		BOX	7.2	PETROLALUM GAUZE DRESSING, 3" X 9" / #BA416	BOX	6.34	MCKESSON CORPORATION # 61-20056 / DRESSING, PETROLATM GAUZE 3X9STR (12/BX 6BX/CS)	BOX	39.90	DERMA SCIENCES # DKC20056	BOX	NO BID		BOX	NO BID	
16187	BANDAGE CONFORMING, GAUZE, SOF- FORM, STERILE, 4" X 75", MEDLINE #NON 25498, 12/BOX.	BOX	3.72	BT#1121-36556 CURAPLEX CONFORMING STRETCH GAUZE BANDAGE STERILE 4IN 12RL/BX 8BX/CS	BOX	1.18	NON25498	BOX	3.17	DUKAL 704 8520096	BOX	4.4	DUKAL CONFORMING STRETCH GAUZE, STERILE, 4" / #BJ704	BOX	4.45	MCKESSON CORPORATION # 16-013 / BANDAGE, CNFRM 4"X4.1YDS N/S LF (12RL/BG 6BG/CS)	BOX	4.08	MEDLINE # NON25498	BOX	1.92	KENTRON 441004	BOX	9.61	MEDLINE #NON25498 12/PK
16189	ICE PACK, FILLABLE, SMALL WITH VELCRO STRAPS, SECURE-ALL, LATEX FREE, 5" X 12", 15 PER BOX, KIMBERLY CLARK #33595, NO SUBS.	BOX		NO BID	BOX	54.00	KC 33595	BOX	NO BID		BOX	108.5	HALYARD SECURE-ALL ICE PACK, 5" X 12" / #sl33595	BOX	50.75	O & M HALYARD INC # 33595 / ICE BAG, SM (15/BX) 11433-020	BOX	49.50	KIMBERLY CLARK # 33595	BOX	NO BID		BOX	113.30	KIM #33595 15/PK
16191	WATER STERILE FOR IRRIGATION, USP SEALED OUTER CLOSURE, STERILE SCREW ON INNER CAP, BAXTER, 500 ML, 18 PER CASE, NDC #0338-0004-03.	CASE	66.78	BT#607113 STERILE WATER FOR IRRIGATION 500ML PLASTIC POUR BOTTLE 18EA/CS	CASE	108.00	BAXTER 2F7113; 18/CASE	CASE	37.30	NURSE ASSIST 6390 1490969	CASE	55	ICU MEDICAL STERILE WATER, 500 mL BOTTLE, / #SL6290	CASE	94.76	BAXTER HEALTHCARE CORP # 2F7113 / WATER STR, IRR SOL 500ML (18/CS) BAXTIV	CASE	89.00	BAXTER # 2F7113	CASE	NO BID		CASE	NO BID	
16216	NEEDLE HYPODERMIC, REGULAR BEVEL, 18G X 1 1/2", STERILE, 100/BOX, BECTON DICKINSON, NO SUBS.	BOX	7.88	BT#305196 HYPODERMIC NEEDLE BD PRECISIONFLIDE 18GA X 1.5IN REGULAR BEVEL 100BX/ 10BX/CS	BOX	8.36	B-D 305196	BOX	NO BID		BOX	12.5	HYPODERMIC NEEDLE, 18G X 1 1/2" / #IT305196	BOX	NO BID		BOX	7.59	BD # 305196	BOX	NO BID		BOX	13.53	BD #305196 100/PK
16217	NEEDLE HYPODERMIC, REGULAR BEVEL, 21G X 1 1/2", STERILE, 100/BOX, BECTON DICKINSON, NO SUBS.	BOX	11.00	BT#1641-16721 HYPODERMIC NEEDLE STERILE 21GA X 1.5IN 1000/CS	BOX	11.72	B-D 605167	BOX	NO BID		BOX	110	HYPODERMIC NEEDLE, 21G X 1 1/2" / #IT305167 "ONLY SOLD IN CS/1000	BOX	10.68	BECTON DICKINSON # 305197 / NEEDLE, HYPO THIN WALL 21GX1 1/2" (100/BX)	BOX	10.25	BD # 305167	BOX	NO BID		BOX	14.32	BD #305167 100/PK
16218	CANNULA INTERLINK VIAL ACCESS, 15 GAUGE, NEEDLESS ACCESS OF A SINGLE DOSE VIAL, BECTON DICKINSON, 303367, NO SUBS, 100/BOX.	BOX	36.00	BT#353367 VIAL ACCESS CANNULA 100/BX 10BX/CS INTERLINK	BOX	42.36	B-D 303367	BOX	NO BID		BOX	32	BD INTERLINK VIAL ACCESS CANNULA / #IV303367	BOX	38.99	BECTON DICKINSON # 303367 / CANNULA INTERLINK VL ACC (100/BX) BD	BOX	37.75	BD # 303367	BOX	NO BID		BOX	53.79	BD #303367 100/PK
16221	MASK 3M HEALTH CARE PARTICULATE RESPIRATOR AND SURGICAL MASK 1860, NIOSH APPROVED N95, FDA CLEARED, FLUID RESISTANT AND DISPOSABLE, 120/CASE, 3M ITEM ID7007062364, NO SUBS.	CASE	145.92	BT#291860 PARTICULATE RESPIRATOR N95 REG SIZE CUP BLUE NOSEFOAM FLUID RESISTANT DISP L	CASE	143.00	3M1860	CASE	NO BID		CASE	126	3M 1860 RESPIRATOR N95 MASKS, REGULAR / #IC1860	CASE	133.02	3M COMPANY # 1860 / MASK, RESPIRATOR DISP N95-MEDICAL ONESZ (20/BX 6BX/CS)	CASE	96.50	BM # 1860	CASE	NO BID		CASE	NO BID	

VENDOR NUMBER:		25406			46577			131653			295482			139095			281106			292189			NOT A VENDOR		
VENDOR NAME:		BOUNDTREE			DIXIE EMS SUPPLY			HENRY SCHEIN			LIFE-ASSIST			MCKESSON			MEDICAL SUPPLIES DEPOT			NASHVILLE MEDICAL & EMS			PASICFC STAR CORP		
16222	LANCET ACCU-CHEK SAFE-T-PRO LANCET, SINGLE USE, 200/BOX, ROCHE DIAGNOSTICS #03448622001, NO SUBS.	BOX	57.50	BT#3448622 ACCU-CHEK SAFE T-PRO PLUS LANCET 200/BX 6BX/CS	BOX	86.00		BOX	NO BID		BOX	57.5	ACCU-CHECK SAFE-T-PRO PLUS LANCETS 23G / 1.3, 1.8, 2.3, mm's (BOX OF 200) / #GLI40079	BOX	54.48	ROCHE DIAGNOSTIC SYSTEMS # 03448622001 / LANCET, ACCU-CHEK SAFE T-PRO PLUS (200/BX 6BX/CS)	BOX	NO BID		BOX	NO BID		BOX	NO BID	
16242	SEAL DRAW TIGHT, RED, AVERAGE BREAKING STRENGTH 15 LB., PRINTABLE AREA (CAN BE WRITTEN ON W/PERMANENT MARKER), MADE OF NYLON, 100/PKG, 7-7/8" LENGTH, HEALTH CARE LOGISTICS #7951, NO SUBS.	PKG	6.00	BT#1880-15101 CURAPLEX DRUG LOCK PULL TIGHT STYLE RED 100/PK 10PK/CS	PKG	19.36	7951; 100/PKG	PKG	NO BID		PKG	18.25	DRAW-TIGHT SEAL RED / #ID7951 *SUBSTITUTE	PKG	23.53	HEALTH CARE LOGISTICS #7951 / SEAL, DRAW TIGHT NYLON RED (100/PK) HLTHLG	PKG	NO BID		PKG	NO BID		PKG	33.95	HEALTH CARE LOGISTICS #7951 100/PK
16243	SEAL DRAW TIGHT, YELLOW, AVERAGE BREAKING STRENGTH 15 LB., PRINTABLE AREA (CAN BE WRITTEN ON W/PERMANENT MARKER), MADE OF NYLON, 100/PKG, 7-7/8" LENGTH, HEALTH CARE LOGISTICS #7952, NO SUBS.	PKG	22.50	BT#7813 PULL-TITE II SEAL YELLOW CONSECUTIVELY NUMBERED (100/PK)	PKG	19.36	7952; 100/PKG	PKG	NO BID		PKG	18.25	DRAW-TIGHT SEAL YELLOW / #ID7952 *SUBSTITUTE	PKG	23.53	HEALTH CARE LOGISTICS #7952 / SEAL, DRAW TIGHT NUMBERED YLW (100/PK) HLTHLG	PKG	NO BID		PKG	NO BID		PKG	33.95	HEALTH CARE LOGISTICS #7952 100/PK
16244	SEAL DRAW TIGHT, BLUE, AVERAGE BREAKING STRENGTH 15 LB., PRINTABLE AREA (CAN BE WRITTEN ON W/PERMANENT MARKER), MADE OF NYLON, 100/PKG, 7-7/8" LENGTH, HEALTH CARE LOGISTICS #7953, NO SUBS.	PKG	6.00	BT# 1880-15102 CURAPLEX DRUG LOCK, PULL TIGHT STYLE BLUE 100PK 10PK/CS	PKG	19.36	7953; 100/PKG	PKG	NO BID		PKG	16	EASY PULL-TIGHT SEAL, NUMBERED, DARK BLUE, PK100 / #HCL_18319-BLU *SUBSTITUTE	PKG	23.53	HEALTH CARE LOGISTICS # 7953 / SEAL, DRAW TIGHT NUMBERED BLU (100/PK) HTLHLG	PKG	NO BID		PKG	NO BID		PKG	32.95	HEALTH CARE LOGISTICS #8953 100/PK
16250	LUBRICANT STERILE LUBRICATING JELLY, FOIL PACK, 2.7 GRAM, MEDLINE, 144.BOX.	BOX	5.10	BT#1340-27000 CURAPLEX LUBRICATION JELLY FOIL PACKET 2.7G 144/BX 12BX/CS	BOX	7.20	ER EVRLJ3G; 144/BOX	BOX	5.93	DUKAL 877 6814041	BOX	8	LUBRICATING JELLY, 2.7 G FOIL PACK / #BJ8999	BOX	11.86	MCKESSON CORPORATION # 16-8946 / LUBRICATING JELLY , STR FOIL PKT 5GRAM (144/BX 68X/CS)	BOX	17.75	MEDLINE MDSO32273H	BOX	NO BID		BOX	19.00	MEDLINE #MDSO32273Z 144/PK
16251	PADS ABDOMINAL, ABD PADS, STERILE, LATEX FREE, 5" X 9", MEDLINE, 25/BOX.	BOX	3.20	BT# 1212-12110 CURAPLEX ABDOMINAL COMBINE DRESSING STERILE 5IN X 9IN 25BX 16BX/CS	BOX	2.90	BEDLINE PRM21450; 25/BOX	BOX	3.15	DUKAL 5590 1202048	BOX	2.75	DUKAL COMBINE/ ABD PAD, 5" X 9" / #BA5590	BOX	3.14	HARTMANN USA, INC. #48700000 / PAD, ABDN SORBALLUX 5"X9" (25/BX 16BX/CS) HETMAN	BOX	7.55	MEDLINE NON21450HH	BOX	2.24	KENTRON #777590-20/BOX	BOX	9.28	MEDLINE #NON21450 25/PK
16252	BANDAGE NON-STERILE MATRIX ELASTIC BANDAGES, 4" X 5 YD., VELCRO, LATEX FREE, 10/BOX, MEDLINE #MDS087004LF.	BOX	5.12	BT#1121-36652 CURAPLEX ELASTIC BANDAGE 4IN LATEX FREE 10PK/BX 5BX/CS	BOX	12.00	MEDLINE; 10/BOX	BOX	6.03	DUKAL 514LF 1284696	BOX	7.8	DUKAL ELASTIC BANDAGE, 4" / #BE504	BOX	11.72	MCKESSON CORPORATION # 16-2033-4/BANDAGE, ELAS DUAL HOOK & LOOPCLSR N/S 4"X5YDS (1RL/BX)	BOX	14.95	MEDLINE MDS087004LF	BOX	5.49	KENTRON #700727	BOX	13.93	MEDLINE #MDS087004LF 10/PK
16253	BANDAGE NON-STERILE, MATRIX ELASTIC BANDAGES, 2" X 5 YD., VELCRO, LATEX FREE, 10/BOX, MEDLINE ITEM MDS087002LF.	BOX	3.31	BT#1121-366550 CURAPLEX ELASTIC BANDAGE 2IN LATEX FREE 10PK/BX 5BX/CS	BOX	9.90	MEDLINE; 10/BOX	BOX	3.54	512LF 1284686	BOX	5	DUKAL ELASTIC BANDAGE, 2" / #BE502	BOX	5.75	MCKESSON CORPORATION # 16-1033-2 / BANDAGE, ELAS SLF-CLSR PREM N/S LF 2X5YDS MGM16	BOX	11.40	MEDLINE MDS087002LF	BOX	3.30	KENTRON #7070722	BOX	11.76	MEDLINE #MDS087002LF 10/PK
16258	REMOVER, NAIL POLISH REMOVER PADS, 100/BOX, MEDLINE OR EQUAL	BOX	5.96	BT#279-1501 NAIL POLISH REMOVER PAD ACETONE FREE 100BX 10BX/CS	BOX	4.30	MDS090780	BOX	3.70	DUKAL 862 7023636	BOX	3.08	NAIL POLISH REMOVER PAD / #AL20	BOX	7.15	DYNAREX # 1501 / PAD, NAIL POLISH REMOVER (100/BX 10BX/CS) DYNREX	BOX	5.70	MEDLINE MDS090780H	BOX	NO BID		BOX	6.59	MEDLINE #MDS090780 100/PK
16261	TAPE TRANSPORE SURGICAL TAPES, 3M HEALTHCARE, CLEAR, POROUS, HYPOALLERGENIC, 1" X 10 YDS, 12/BOX, NO SUBS.	BOX	13.56	BT#151527 3M TAPE SURGICAL 1IN X10YD ADHESIVE CLEAR POROUS LATEX FREE 12BX 10BX/CS	BOX	15.45	3M 1527-1	BOX	NO BID		BOX	13.75	TRANSPORE TRANSPARENT TAPE, 1" / #TA7827-1	BOX	NO BID		BOX	12.75	3M # 1527-1	BOX	9.69	3M #1527-1	BOX	20.40	3M HEALTH CARE/ SOLVENTUM CORPORATION #1527-1 12/PK
16262	BANDAGES CURITY ADHESIVE, FLEXIBLE, 2" X 3 1/2", 50/BOX, KENDALL HEALTHCARE, PRODUCT #44102, NO SUBS.	BOX	7.38	BT#J3004 BANDAGE ADHESIVE SURITY FLEXIBLE FABRIC 2IN X 3 3/4IN LATEX FREE 50BX 12BX/CS	BOX	7.36		BOX	NO BID		BOX	5.25	CURAD ADHESIVE BANDAGE, FABRIC, X-LARGE / #BA25524 *SUBSTITUTE	BOX	6.99	CARDINAL HEALTHCARE # 44102 - / BANDAGE, FABRIC XLG 2X3 3/4 (50/BX 12BX/CS) KENDALL	BOX	6.49	KENDALL # 44102	BOX	NO BID		BOX	9.32	CARDINAL HEALTH #44102 50/PK
16263	BANDAGES CURITY ADHESIVE, FLEXIBLE, CLOTH, 1", 50/BOX, KENDALL HEALTHCARE, PRODUCT #44101, NO SUBS.	BOX	2.42	BT#J3005 BANDAGE ADHESIVE CURITY FLEXIBLE FABRIC 1IN X 3IN LATEX FREE 50BX 24BX/CS	BOX	2.45		BOX	NO BID		BOX	2.15	CURITY ADHESIVE BANDAGE, FABRIC, 1" X 3" / #BA44101	BOX	2.30	CARDINAL HEALTHCARE # -44101-/BANDAGE, ADHSV FLEX 1"X3" (50/BX 24BX/CS) KENDAL	BOX	2.13	KENDALL # 44101	BOX	NO BID		BOX	3.41	CARDINAL HEALTH #44101 50/PK
16264	BAGS SMARTSAFE PROPERTY BAGS, 315 MM X 275 MM, SMALL SIZE, DESIGNED TO SECURE, TRACK AND RETURN PERSONAL BELONGINGS, (JEWELRY, MEDICATION, DENTURES), 25/BOX, TSG ASSOCIATES ITEM, NO SUBS.	BOX	33.75	BT#73250 SMARTSAFE PROPERTY BAGS SMALL 25/BX	BOX			BOX	NO BID		BOX	33.25	SMARTSAFE, SMALL / #KFM_73250	BOX	NO BID		BOX	NO BID		BOX	NO BID		BOX	NO BID	
16265	TOURNIQUET C-A-T, COMBAT APPLICATION TOURNIQUET, 6.5" L X 2.4" W X 1.5" D, BLACK, NSN #6515-01-521-7976, NO SUBS.	EACH	26.75	BT#1880-13022 COMBAT APPLICATION TOURNIQUET (CAT) TACTICAL BLACK GEN 7 ONE-HANDED TOURNIQUET W/NDLASS SYSTEM	EACH	24.54	CAT	EACH	24.83	NORTH AMERICAN RESCUE 30-000 4997818	EACH	22.99	COMBAT APPLICATION TOURNIQUET (C-A-T), POLYMER WINDLESS - BLACK / #TQ0001-BLK	EACH	NO BID		EACH	26.00	NAR # 30-0001	EACH	27.39	C-A-T TOURNIQUET BLACK	EACH	NO BID	
16268	CLIPPER 3M SURGICAL, CLIPPER STARTER KIT 9667L, KIT CONTAINS 9661L BODY AND 9662L CHARGER STAND, NO SUBS.	EACH	121.88	BT#2744-96670 3M SURGICAL CLIPPER STARTER KIT	EACH	112.00	3M 9667L	EACH	NO BID		EACH	100.2	3M SURGICAL CLIPPER STARTER KIT / #N9667	EACH	105.48	SOLVENTUM US LLC # 9667L /STARTER KIT, SURG, CLIPPER W/CHARGER W/O BLADES	EACH	90.50	3M # 9667L	EACH	NO BID		EACH	113.97	3M HEALTH CARE / SOLVENTUM CORPORATION #9667L EACH
16272	CATHETER ANGIOCATH, 14 GAUGE, 3.25", STERILE, BECTON DICKINSON ITEM #BD382268, 10/BOX.	BOX	194.10	BT#352832 CATHETER DECOMPRESSION NEEDLE 14GA X 3.25IN BD ANGIOCATH 10EA/BX 5BX/CS	BOX	197.00	BD 382268	BOX	63.80	MEDSOURCE MS-87014 7023077; SOLD EACH $6.38	BOX	66.99	BD ANGIOCATH SPECIAL IV CATHETER, 14G X 3.25" / #IT2268	BOX	181.80	BECTON DICKINSON # 382268/ CATH, ANGIO SPEC ORG 14GX3.25" (10/BX) BD	BOX	165.00	BD # 3382268	BOX	NO BID		BOX	317.45	BD #382268 10/PK
16273	SODIUM CHLORIDE 0.9%, 10ML PREFILLED SYRINGE WITH LUER LOCK INDIVIDUALLY PACKAGED, 30 PER BOX, BECTON DICKINSON ITEM #BD306546, NO SUBS.	BOX	9.00	BT# 1920-61210 IV FLUSH SYRINGE NORMAL SALINE 10ML FLUSH SYRINGE 30/BX 6BX/CS	BOX	17.18	BD 306546	BOX	NO BID		BOX	15.2	BD POSIFLUSH SALINE SARINGE 10mL/SYRINGE (PACK 30) / #DR3065-46	BOX	15.76	BECTON DICKINSON # 306546 / SYRINGE, SALINE POSIFLUSH 10ML (30/BX 16BXCS)	BOX	14.95	BD # 306546	BOX	NO BID		BOX	19.99	BD 306546 30/PK
16287	GAUZE SPONGES, 12 PLY, 4" X 4", STERILE, LATEX FREE, USP TYPE VII, 50/BX, MEDLINE.	BOX	3.45	BT#1212-34512 GAUZE SPONGE STERILE 4IN X 4IN 12PLY 10/BLISTER PACK 128PK/CS	BOX	4.54	MEDLINE NON21424	BOX	2.59	DUKAL CS139 M08891	BOX	6	GAUZE PAD, 4" X 4", 12PLY., STERILE / #BA1244 *SUBSTITUTE - SOLD IN BX/100	BOX	6.64	MCKESSON CORPORATION 16-42412 / SPONGE, GAUZE TYPE-VII 12PLY STR 4"4" (1/PK 50/BX 24BX/CS)	BOX	5.19	MEDLINE # PRM 21424H	BOX	NO BID		BOX	6.48	MEDLINE #NON21424 50/PK
16300	MASK ADULT 3IN1, INCLUDES MASK WITH FLAPPER VALVE, 7' OXYGEN SUPPLY TUBING & OXYGEN CONNECTOR, ADJUSTABLE NOSE CLIP, 750ML RESERVOIR BAG, HUDSON RCI-TELEFLEX MEDICAL ITEM #1061, INDIVIDUALLY PACKAGED 50/CASE.	CASE	53.50	BT#36-1061 OXYGEN MASK ADULT 3IN X 1 MASK WITH 7FT TUBING 50EA/CS	CASE	64.00	HUDSON 1061; 50/CASE	CASE	NO BID		CASE	51	MEDSOURCE O2 MASK, PARTIAL NON-REBREATHER, ADULT / #OM25059 *SUBSTITUTE	CASE	59.38	MEDLINE INDUSTRIES # HUD1061/ MASK, 3-IN-1 W/7 TU (50/CS) TELFLX	CASE	87.85	HUDSON # 1061	CASE	34.29	KENTRON #999108	CASE	98.09	MEDLINE #HUD1061 50/CS
16301	MASK PEDIATRIC NON REBREATHING WITH SAFETY VENT, ADJUSTABLE NOSE CLIP, 750ML RESERVOIR BAG COMPLETE WITH 7' OXYGEN SUPPLY TUBING, HUDSON RCI TELEFLEX MEDICAL ITEM #1058, INDIVIDUALLY PACKAGED 50/CASE.	CASE	54.00	BT# 30053 CURAPLEX OXYGEN MASK ELONGATED PEDIATRIC PARTIAL NRB W/VENT RESERVOIR BAG 7 FT TUBING 50EA/CS	CASE	84.00	HUDSON 1058; 50/CASE	CASE	69.00	MEDSOURCE MS-25058 4996154	CASE	67	HUDSON O2 MASK, NON-REBREATHER W/ RESERVOIR, PEDI / #OM1058	CASE	62.16	MEDLINE INDUSTRIES # HUD1058 / MASK OXY NONBREATH W/VENT PED (50/CS)	CASE	109.89	HUDSON # 1058	CASE	37.29	KENTRON #999109	CASE	118.81	MEDLINE #HUD1058 50/CS
16302	MASK INFANT HIGH CONCENTRATION WITH 7' TUBING, HUDSON RCI- TELEFLEX MEDICAL ITEM #395407, INDIVIDUALLY PACKAGED, 50/CASE.	CASE	55.00	BT#30008 CURAPLEX OXYGEN MASK INFANT ELONGATED TOTAL NRB W/O VENT RESERVOIR BAG 7FT TUBING 50EA/CS	CASE	336.00	395407; 50/CASE	CASE	NO BID		CASE	41	HUDSON , MEDIUM CONCENTRATION, PEDIATRIC / #OM1042	CASE	NO BID		CASE	306.50	HUDSON # 395407	CASE	42.29	KENTRON #999119	CASE	344.31	MEDLINE #RSH39540 50/CS
16303	MASK AEROSOL ELONGATED PEDIATRIC, HUDSON RCI-TELEFLEX MEDICAL ITEM #1085, INDIVIDUALLY PACKAGED, 50/CASE.	CASE	37.50	BT#301-171 CURAPLEX AEROSOL MASK, PED ELONGATED MASK W/ELASTIC STRAP ADJ NOSE STRAP NO TUBING LF 50EA/CS	CASE	43.00	1085	CASE	36.50	MEDSOURCE MS-25083 7001774	CASE	29	HUDSON AEROSOL/NEBULIZER MASK, PEDIATRIC / #OM1085	CASE	29.84	MEDLINE INDUSTRIES # HUD1085 / MASK, AEROSOL ELNG W/O TU PED (50/CS)	CASE	41.40	HUDSON # 1085	CASE	24.29	KENTRON #333110	CASE	48.97	MEDLINE #HUD1085 50/CS
16304	MASK AEROSOL ELONGATED ADULT, HUDSON RCI-TELEFLEX MEDICAL ITEM #1083, INDIVIDUALLY PACKAGED, 50/CASE.	CASE	36.50	BT#301-170 CURAPLEX AERO MASK ADULT ELONGATED MASK W/ELASTIC STRAP ADJ NOSE STRAP NO TUBING LF 50/CS	CASE	46.00	1083	CASE	39.99	MEDSOURCE MS-25080 4999207	CASE	26	HUDSON AEROSOL/NEBULIZER MASK, ADULT/ #OM1083	CASE	27.94	MEDLINE INDUSTRIES # HUD1083 / MASK, AEROSOL ELNG W/O TU (50/CS)	CASE	44.40	HUDSON # 1083	CASE	27.19	KENTRON #333100	CASE	52.05	MEDLINE #HUD1083 50/CS
16305	NEBULIZER SMALL VOLUME NEBULIZERS MICRO MIST, CONTAINS: NEBULIZER, TEE, MOUTHPIECE, RESERVOIR TUBE, 7' TUBING, STANDARD CONNECTOR, HUDSON RCI-TELEFLEX MEDICAL ITEM #1883, INDIVIDUALLY PACKAGED, 50/CASE. NO SUB	CASE	49.00	BT# 411883 MICRO MIST NEBULIZER W/TEE MOUTHPIECE 7FT TUBING RESERVOIR TUBE AND ST CONNECTOR 50EA/CS	CASE	56.00	1883	CASE	NO BID		CASE	42	MICRO IST NEBULIZER WITH TEE AND MOUTHPIECE / #OM1883	CASE	NO BID		CASE	51.09	HUDSON # 1883	CASE	NO BID		CASE	NO BID	
16306	MASK TRACHEOSTOMY PEDIATRIC, HUDSON RCI-TELEFLEX MEDICAL ITEM #1076, MASKS ARE INDIVIDUALLY PACKAGED 50/CASE.	CASE	60.00	BT#411076 MASK TRACHEOTOMY W/O TUBIN PEDIATRIC 50CS/ 1076	CASE	70.00	1076	CASE	NO BID		CASE	135	TRACHEOSTOMY MASK, PEDIATRIC / #HUDS_1076	CASE	53.28	MEDLINE INDUSTRIES # HUD1076 / MASK, TRACH W/O TU DISP PED (50/CS)	CASE	71.25	HUDSON # 1076	CASE	45.29	KENTRON #333345	CASE	75.87	MEDLINE #HUD1076 50/CS
16307	MASK TRACHEOSTOMY ADULT, HUDSON RCI-TELEFLEX MEDICAL ITEM #1075, MASKS ARE INDIVIDUALLY PACKAGED 50/CASE.	CASE	52.50	BT#D6150 MASK TRACHEOTOMY ADULT 50/CS 1075	CASE	45.00	1075	CASE	38.00	MEDSOURCE MS-25100 7025640	CASE	55	MASK, ADULT TRACHEOSTOMY / #HUDS_1075	CASE	41.44	MEDLINE INDUSTRIES # HUD1075 / MASK, TRACH W/O TU DISP ADLT (50/CS)	CASE	61.50	HUDSON # 1075	CASE	47.49	KENTRON #333346	CASE	69.84	MEDLINE #HUD1075 50/CS

	VENDOR NUMBER:	25406			46577			131653			295482			139095			281106			292189			NOT A VENDOR		
	VENDOR NAME:	BOUNDTREE			DIXIE EMS SUPPLY			HENRY SCHEIN			LIFE-ASSIST			MCKESSON			MEDICAL SUPPLIES DEPOT			NASHVILLE MEDICAL & EMS			PASICIFC STAR CORP		
16308	HUMIDIFIERS AQUAPAK, RESERVOIR BOTTLES HAVE BUILT-IN OXYGEN TUBING CONNECTORS, AQUAPAK 340ML KIT, 340ML OF STERILE WATER, INCLUDES 000-40 HUMIDIFIER ADAPTOR, HUDSON RCI-TELEFLEX MEDICAL ITEM #003-40, INDIVIDUALLY PACKAGED 20/CASE.	CASE	34.40	BT# 410340 HUMDIFIER WITH ADAPTER 340ML AQUAPAK (20/CS)	CASE	48.00	003-40	CASE	NO BID		CASE	40.4	AQUAPAK HUMIDIFIER WITH ADAPTER, PRE-FILLED, 340 Ml / #OH0340	CASE	NO BID		CASE	45.00	HUDSON # RHP3400UH	CASE	NO BID		CASE	60.93	MEDLINE #HUDRHP340U 20/CS
16309	CANNULA SOFTECH NASAL, ADULT, 7' STAR LUMEN TUBING, STANDARD CONNECTOR, HUDSON RCI-TELEFLEX MEDICAL ITEM #1820, INDIVIDUALLY PACKAGED, 50/CASE.	CASE	20.00	BT#30050 CURAPLEX OXYGEN NASAL CANNULA ADULT CONVENTIONAL CLEAR NON-FLARED PRONGS 7FT TUBING 50EA/CS	CASE	46.00	1820	CASE	20.00	MEDSOURCE MS-24003 4998458	CASE	17	MEDSOURCE NASAL CANNULA, NON-FLARED, ADULT / #OM24003	CASE	27.23	MEDLINE INDUSTRIES # HUD1820 / CANNULA, SOFTECH ADLT 7' TU (50/CS)	CASE	44.15	HUDSON # 1820	CASE	14.29	KENTRON #999308	CASE	51.74	MEDLINE #HUD1820 50/CS
16310	CANNULA SOFTECH NASAL, PEDIATRIC, 7' STAR LUMEN TUBING, STANDARD CONNECTOR, HUDSON RCI-TELEFLEX MEDICAL ITEM #1838, INDIVIDUALLY PACKAGED, 50/CASE.	CASE	21.50	BT#30056 CURAPLEX OXYGEN NASAL CANNULA PEDIATRIC CONVENTIONAL GREEN 7FT TUBING 50EA/CS	CASE	150.00	1838	CASE	27.50	MEDSOURCE MS-24101 4995376	CASE	32.55	MEDISOURCIE NASAL CANNULA, PEDIATRIC / #OM24101	CASE	63.94	MEDLINE INDUSTRIES # HUD1838 / CANNULA, PED 7FT TBG STD CONN (50/CS)	CASE	96.70	HUDSON # 1838	CASE	16.19	KENTRON #999309	CASE	106.27	MEDLINE #HUD1838 50/CS
16376	SHARP CONTAINER, SHARPS DART, SHARPS CONTAINER WITH ONE TIME LOCKABLE SEAL, 6.5", CURAPLEX, 24/CASE, #64250	CASE	36.00	BT#64250 CURAPLEX SHARPS SOLO SHARPS CONTAINER WITH ONE TIME LOCKABLE SEAL 6.5IN 24EA/CS	CASE	28.00	EVR201	CASE	23.76	TAYLOR 30-SPS0651 7028448	CASE	390	TAYLOR SHARPS POCKET SHUTTLE / #SS0651 *SUBSTITUTE - SOLD IN CS/300	CASE	41.46	MEDSOURCE INTERNATIONAL # MS-64250 / CONTAINER, SHARPS TRANSPORT SYR/IVCATHSHARPS DART (24/CS)	CASE	58.30	MEDSOURCE # MS-64250	CASE	28.56	KENTRON #412280 24/CASE	CASE	62.55	MEDSOURCE INTERNATIONAL #64250 24/CS
16377	COLD PACK, STANDARD COLD PACK, 5.75" X 9", LATEX FREE, MEDLINE,24/CASE.	CASE	8.88	BT#1431-77000 CURAPLEX COLD PACK LARGE 1/EA 24EA/CS	CASE	12.00	EVER READY 100086	CASE	14.75	DUKAL 9850 1465931	CASE	15.5	HALYARD INSTANT COLD PACK, 4.5" X 10", SMALL / #DI51785	CASE	11.21	MCKESSON CORPORATION # 16-9703 / COMPRESS, COLD INST 6"X9" LF (24/CS)	CASE	19.65	MEDLINE # MDS137000H	CASE	18.96	KENTRON #56111 24/CASE	CASE	23.67	MEDLINE #MDS137000 24/CS
16380	SPLINT SAM SPLINT, XL, 5.5" X 36", WATERPROOF, REUSABLE, FLATFOLD,RADIOLUCENT SAM MEDICAL PRODUCTS #SP1121XL, 32 PER CASE, NO SUBS	CASE		NO BID	CASE	384.00	$12.00 EA	CASE	NO BID		CASE	435	SAM SPLINT, X-LARGE, 5 1/2" X 36", ORANGE / #SS4200-ORG *SOLD IN CS/60	CASE	257.62	THE SEABERG COMPANY INC # SF50B-OB-EN / ARM SPLINT, SAM RUSBL ORG/BLU (60/CS)	CASE	NO BID		CASE	NO BID		CASE	NO BID	
16382	CPAP SYSTEM, FLOW-SAFE II, DISPOSALE, LATEX FREE, BUILT IN MANOMETER & PRESSURE RELIEF VALVE, LARGE ADULT MASK, HEAD HARNESS, 7' OXYGEN TUBING, BLUE PACKAGE, MERCURY MEDICAL #10-57209, 5 PER BOX, NO SUBS.	BOX	255.00	BT#2430-547203 CPAP SYSTEM FLOW-SALE II W/LG ADULT MASK 5EA/BX	BOX	295.00		BOX	NO BID		BOX	264	FLOW-SAFE II CPAP, ADULT LARGE MASK / #OC1057209	BOX	302.31	MERCURY MEDICAL # 1057209 / CPAP SYSTEM, FLOW SAFE II W/MASK LG (5BX)	BOX	NO BID		BOX	NO BID		BOX	913.88	MERCURY MEDICAL #1057209 5/PK
16383	CPAP SYSTEM, FLOW-SAFE II, DISPOSABLE, LATEX FREE, BUILT IN MANOMETER & PRESSURE RELIEF VALVE, SMALL ADULT MASK, HEAD HARNESS, 7' OXYGEN TUBING, GREEN PACKAGE, MERCURY MEDICAL #10-57210, 5 PER BOX, NO SUBS.	BOX	255.00	BT#2430-57202 CPAP SYSTEM FLOW-SALE II W/SM ADULT MASK 5EA/BX	BOX	295.00		BOX	NO BID		BOX	264	FLOW-SAFE II CPAP, ADULT SMALL MASK / #OC1057210	BOX	302.31	MERCURY MEDICAL @ 1057210/ CPAP SYSTEM, FLOW SAFE II ADLT SM (5BX)	BOX	NO BID		BOX	NO BID		BOX	913.88	MERCURY MEDICAL #1057210 5/PK
16407	GAUZE QUIKCLOT, QUIKCLOT COMBAT GAUZE LE, 3" X 4 YARDS, Z-FOLDED, SOFT, WHITE, NONWOVEN, HYDROPHILIC GAUZE IMPREGNATED WITH KAOLIN, ITEM #350, IS PACKAGED IN AN EASY-TEAR POUCH, CONTAINS AN X-RAY DETECTABLE STRIP FOR EASY IDENTIFICATION AND HAS FIVE YEAR EXPIRATION, EACH, NO SUBS.	EACH	34.52	BT#1214-35034 QUIKCLOT COMBAT GAUZE LE Z-FOID 3IN X 4YD ELACK PACKAGING	EACH	32.00	ZME350	EACH	NO BID		EACH	34	QUIKCLOT COMBAT GAUZE LE, 3" X 4 YDS Z-FOLD / #BA7350	EACH	53.87	TELEFLEX LLC # 350 / GAUZE, COMBAT LE Z-FOLD STR WHT 3"4YDS	EACH	34.95	TELEFLEX # 350	EACH	39.79	TELEFLEX Z350	EACH	50.76	TELEFLEX LLC #QUICKLOTH350 EACH
16409	GAUZE BANDAGE, STERILE, LATEX FREE, BULKEE II, 4.5" X 4.1 YARDS, MEDLINE #NON25865, 100/CASE.	CASE	31.00	BT#1121-36646 CURAPLEX CONFORMING STRETCH GAUZE BANDAGE STERILE 4IN 12/BX 8BX/CS	CASE	78.00		CASE	63.00	DUKAL 645 8403994	CASE	75	DUKAL FLUFF BANDAGE ROLL, 4.5", STERILE / #BA3645	CASE	84.00	MCKESSON CORPORATION # 16-4264 / BANDAGE ROLL GAUZE FLUFF STR4.5"X4.1YDS (100RL/CS)	CASE	106.40	MEDLINE # NON25865	CASE	89.00	KENTRON #444666	CASE	124.96	MEDLINE #NON25865 100/CS
16410	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 20 FR, 10/BOX.	BOX	15.60	BT#2021-14650 CURAPLEX SELECT NASOPHARYNGEAL AIRWAY 20FR 5.0MM LATEX FREE PVC 10EA/BX	BOX	18.00	RUSCH 123120	BOX	26.50	SUNMED 1-5075-20 1454423	BOX	22.3	ROBERTAZZI NASOPHARYNGEAL AIRWAY, 20 FR. / #AB320	BOX	30.66	MCKESSON CORPORATION # 159-SI-20 / AIRWAY NASOPHARYNGEAL ROBERTAZZI 20FR (10/BX)	BOX	20.35	DYNAREX # 36275	BOX	14.90	KENTRON #804420	BOX	83.19	SUN MED #1-5075-20 10/PK
16411	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 22 FR, 10/BOX.	BOX	15.60	BT#2021-14655 CURAPLEX SELECT NASOPHARYNGEAL AIRWAY 22FR 5.5MM LATEX FREE PVC 10EA/BX	BOX	18.00	RUSCH 123122	BOX	26.50	SUNMED 1-5075-2201454424	BOX	28.5	ROBERTAZZI NASOPHARYNGEAL AIRWAY, 22 FR. / #AB43952	BOX	30.66	MCKESSON CORPORATION # 159-SI-22 / AIRWAY NASOPHARYNGEAL ROBERTAZZI 22FR (10/BX)	BOX	20.35	DYNAREX # 36276	BOX	14.90	KENTRON #804422	BOX	82.00	SUN MED #1-5075-22- 10/PK
16412	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE,INDIVIDUALLY PACKAGED, SIZE 24 FR, 10/BOX.	BOX	15.60	BT#2021-14660 CURAPLEX SELECT NASOPHARYNGEAL AIRWAY 24FR 6.0MM LATEX FREE PVC 10EA/BX	BOX	18.00	RUSCH 123124	BOX	26.50	SUNMED 1-5075-24 1454425	BOX	22.3	ROBERTAZZI NASOPHARYNGEAL AIRWAY, 24 FR. / #AB324	BOX	30.66	MCKESSON CORPORATION # 159-SI-24/ AIRWAY, NASOPHARYNGEAL ROBERTAZZI 24FR (10/BX)	BOX	20.35	DYNAREX # 36277	BOX	14.90	KENRON #804424	BOX	88.52	SUN MED #1-5075-24 10/PK
16414	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 28FR, 10/BOX.	BOX	15.60	BT#2021-14670 CURAPLEX SELECT NASOPHARYNGEAL AIRWAY 28FR 7.0MM LATEX FREE PVC 10EA/BX	BOX	18.00	RUSCH 123128	BOX	26.50	SUNMED 1-5075-2801454427	BOX	22.3	ROBERTAZZI NASOPHARYNGEAL AIRWAY, 28 FR. / #AB328	BOX	30.66	MCKESSON CORPORATION # 159-SI-28/ AIRWAY, NASOPHARYNGEAL ROBERTAZZI 28FR (10/BX)	BOX	20.35	DYNAREX # 36279	BOX	14.90	KENTRON #804428	BOX	85.28	SUN MED #1-5075-28-10/PK
16415	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 30 FR, 10/BOX.	BOX	15.60	BT#2021-14675 CURAPLEX SELECT NASOPHARYNGEAL AIRWAY 30FR 7.5MM LATEX FREE PVC 10EA/BX	BOX	18.00	RUSCH 123130	BOX	26.50	SUNMED 1-5075-3001454428	BOX	22.3	ROBERTAZZI NASOPHARYNGEAL AIRWAY, 30 FR. / #AB330	BOX	30.66	MCKESSON CORPORATION # 159-SI-30/ AIRWAY, NASOPHARYNGEAL ROBERTAZZI 30FR (10/BX)	BOX	20.35	DYNAREX # 36280	BOX	14.90	KENTRON #804430	BOX	85.28	SUN MED #1-5075-30 10/PK
16416	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE INDIVIDUALLY PACKAGED, SIZE 32FR, 10/BOX.	BOX	15.60	BT#2021-14680 CURAPLEX SELECT NASOPHARYNGEAL AIRWAY 32FR 8.0MM LATEX FREE PVC 10EA/BX	BOX	18.00	RUSCH 123132	BOX	26.50	SUNMED 1-5075-32 1454429	BOX	22.3	ROBERTAZZI NASOPHARYNGEAL AIRWAY, 32 FR. / #AB332	BOX	30.66	MCKESSON CORPORATION # 159-SI-32/ AIRWAY, NASOPHARYNGEAL ROBERTAZZI 32FR (10/BX)	BOX	20.35	DYNAREX # 36281	BOX	14.90	KENTRON #804432	BOX	85.28	SUN MED #1-5075-32 10/PK
16417	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 34FR, 10/BOX.	BOX	15.60	BT#2021-14685 CURAPLEX SELECT NASOPHARYNGEAL AIRWAY 34FR 8.5MM LATEX FREE PVC 10EA/BX	BOX	18.00	RUSCH 123134	BOX	26.50	SUNMED 1-5075-2801454430	BOX	22.3	ROBERTAZZI NASOPHARYNGEAL AIRWAY, 34 FR. / #AB334	BOX	30.66	MCKESSON CORPORATION # 159-SI-34/ AIRWAY, NASOPHARYNGEAL ROBERTAZZI 34FR (10/BX)	BOX	20.35	DYNAREX # 36282	BOX	14.90	KENTRON #804434	BOX	86.28	SUN MED #1-5075-34 10/PK
16418	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 36FR, 10/BOX.	BOX	15.60	BT#2021-14690 CURAPLEX SELECT NASOPHARYNGEAL AIRWAY 36FR 9.0MM LATEX FREE PVC 10EA/BX	BOX	18.00	RUSCH 123136	BOX	26.50	SUNMED 1-5075-2801454431	BOX	28.5	ROBERTAZZI NASOPHARYNGEAL AIRWAY, 36 FR. / #AB43966	BOX	30.66	MCKESSON CORPORATION # 159-SI-36/ AIRWAY, NASOPHARYNGEAL ROBERTAZZI 36FR (10/BX)	BOX	20.35	DYNAREX # 36283	BOX	14.90	KENTRON #804436	BOX	83.00	SUN MED #1-5075-36 10/PK
16419	SYRINGE DISPOSABLE, WITH 1/5ML GRADUATION, STERILE, SINGLE USE,10ML BD LUER-LOK TIP, BECTON DICKINSON ITEM 309604, 100/BOX, NO SUBS.	BOX		NO BID	BOX	34.50	B-D 309604	BOX	NO BID		BOX		NO BID	BOX	15.89	BECTON DICKINSON # 302995 / SYRING, LL 10CC (200/BX 2BX/CS)	BOX		DISCONTINUED	BOX	NO BID		BOX	79.45	BD #302995 200/PK
16420	SYRINGE DISPOSABLE, HAS 1 ML, 3/4 OZ. IN 1/8 OZ GRADUATION, STERILE SINGLE USE, 20 ML BD LUER-LOK TIP, BECTON DICKINSON #302830, 48/BOX, NO SUBS.	BOX	21.00	BT#1633-83020 SYRINGE ONLY 20CC LUER LOCK 48/BX 4BX/CS	BOX	21.65	B-D 302830	BOX	NO BID		BOX	12	SYRINGE LUER LOCK , 22cc / IT20CCLL *SUBSTITUTE- SOLD IN CS/50 OR EACH	BOX	19.92	BECTON DICKINSON # 302830 / SYRINGE, LL 20CC (48/BX) BD	BOX	19.00	BD # 302830	BOX	NO BID		BOX	29.82	BD #302830 48/PK
16421	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 26 FR, 10/BOX.	BOX	15.60	BT#2021-14665 CURAPLEX SELECT NASOPHARYNGEAL AIRWAY 26FR 6.5MM LATEX FREE PVC 10EA/CS	BOX	18.00	RUSCH 123126	BOX	26.50	SUNMED 1-5075-2601454426	BOX	22.3	ROBERTAZZI NASOPHARYNGEAL AIRWAY 26 FR. / #AB326	BOX	30.66	MCKESSON CORPORATION # 159-SI-26 / AIRWAY, NASOPHARYNGEAL ROBERTAZZI 26FR (10/BX)	BOX	20.35	DYNAREX # 36278	BOX	14.90	KENTRON #804426	BOX	82.00	SUN MED #1-5075-26 10/PK
16422	SYRINGE WITH DETACHABLE NEEDLE, 23G X 1" BD ECLIPSE HYPODERMIC NEEDLE WITH PIVOTING SHIELDING MECHANISM, 3 ML BD LUER-LOK, BECTON DICKINSON #305782, 50/BOX, NO SUBS.	BOX		NO BID	BOX	17.00	BD 305782	BOX	NO BID		BOX	23.4	3cc SYRINGE WITH 23G X 1" ECLIPSE NEEDLE / #IT305782	BOX	15.30	BECTON DICKINSON # 305782 / SYRINGE/NDL ECLIPSE SAFETY 3CC THIN WALL 26GX1" (50/BX)	BOX	14.50	BD # 305782	BOX	NO BID		BOX	19.60	BD #305782 50/PK

VENDOR NUMBER:		25406			46577			131653			295482			139095			281106			292189			NOT A VENDOR		
VENDOR NAME:		BOUNDTREE			DIXIE EMS SUPPLY			HENRY SCHEIN			LIFE-ASSIST			MCKESSON			MEDICAL SUPPLIES DEPOT			NASHVILLE MEDICAL & EMS			PASICFC STAR CORP		
16423	SYRINGE WITH DETACHABLE NEEDLE, 27G X 1/2", BD ECLIPSE HYPODERMIC NEEDLE WITH PIVOTING SHIELDING MECHANISM, 1 ML BD LUER-LOK, BECTON DICKINSON #A305789, 50/BOX. NO SUBS.	BOX		NO BID	BOX	25.77	BD 0305789	BOX	NO BID		BOX	95	ECLIPSE LUER-LOK SYRINGE W/ DETACHABLE NEEDLE, 3cc. 21GA / #IT305779	BOX	23.72	BECTON DICKINSON # 305789 / SYRINGE/ NDL, ECLIPSE 1CC 27GX1/2" (50XBX) BD	BOX	22.50	BD # 305789	BOX	NO BID		BOX	35.21	BD #305789 50/PK
16424	SUCTION UNIT, MECONIUM ASPIRATOR, SINGLE HAND, THUMB PORT, NEOTECH PRODUCT, ELIMINATES MOUTH SUCTIONING OF MECONIUM OF NEWBORNS, 40/BOX, NO SUBS.	BOX	200.00	BT#590101 SUCTION UNIT ASPIRATOR TYPE LATEX FREE 40EA/BX MECONIUM	BOX	198.00		BOX	216.00	NEOTECH N0101 1376689	BOX	186	MECONIUM ASPIRATOR / #OK0101	BOX	189.94	NEOTECH PRODUCTS, INC # NO102 / ASPIRATOR MECONIUM W/TRAP YLW (40/CS)	BOX	NO BID		BOX	NO BID		BOX	NO BID	
16425	CATHETER SUCTION, COILED, GRADUATED WITH CONTROL TIP, FROSTED SURFACE, KINK RESISTANT, SIZE: 8 FRENCH, 50 PER CASE.	CASE	12.50	BT#14580 SUCTION CATHETER STERILE 8FR PEDIATRIC COIL PACKED W/CONTROL VALVE 50EA/CS	CASE	14.00	DYNAREX 32001	CASE	11.50	MEDSOURCE MS-SC08 4995810	CASE	12.75	SUCTION CATHETER, COILED W/ THUMB CONTROL, 8 FR / #OK3608	CASE	15.78	AMSINO INTERNATIONAL, INC. # AS360C/CATHETER, SCTN COILED STR LF 8FR (50/CS) AMSINO	CASE	13.20	DYNAREX # 32001	CASE	8.39	KENTRON #393508	CASE	23.60	AMSINO INTERNATIONAL #AS362 50/CS
16426	CATHETER SUCTION, COILED, GRADUATED WITH CONTROL TIP, FROSTED SURFACE, KINK RESISTANT, SIZE: 10 FRENCH, 50 PER CASE.	CASE	10.50	BT#36092 CURAPLEX SUCTION CATHETER 10FR WHISTLE TIP AND THUMB CONTROL PORT 50EA/CS	CASE	14.00	DYNAREX 32002	CASE	11.50	MEDSOURCE MS-SC10 4995084	CASE	12.75	SUCTION CATHETER, COILED W/ THUMB CONTROL, 10 FR / #OK3610	CASE	15.78	AMSINO INTERNATIONAL, INC. # AS363C/CATHETER, SCTN COILED STR LF 8FR (50/CS) AMSINO	CASE	13.20	DYNAREX # 32002	CASE	8.39	KENTRON #393510	CASE	23.60	AMSINO INTERNATIONAL #AS363 50/CS
16428	CATHETER SUCTION, COILED, GRADUATED WITH CONTROL TIP, FROSTED SURFACE, KINK RESISTANT, SIZE: 14 FRENCH, 50 PER CASE.	CASE	10.50	BT#36094 CURAPLEX SUCITON CATHETER 14FR WHISTLE TIP AND THUMB CONTROL PORT 50EA/CS	CASE	14.00	DYNAREX 32004	CASE	11.50	MEDSOURCE MS-SC14 4995085	CASE	12.75	SUCTION CATHETER, COILED W/ THUMB CONTROL, 14 FR / #OK3614	CASE	15.78	AMSINO INTERNATIONAL, INC. # AS365C/CATHETER, SCTN COILED STR LF 8FR (50/CS) AMSINO	CASE	13.20	DYNAREX # 32004	CASE	8.39	KENTRON #393514	CASE	23.60	AMSINO INTERNATIONAL #AS365 50/CS
16429	CATHETER SUCTION, COILED, GRADUATED WITH CONTROL TIP, FROSTED SURFACE, KINK RESISTANT, SIZE: 16 FRENCH, 50 PER CASE	CASE	10.50	BT#36095 CURAPLEX SUCTION CATHETER 16FR WHISTLE TIP AND THUMB CONTROL PORT 50EA/CS	CASE	14.00	DYNAREX 32005	CASE	11.50	MEDSOURCE MS-SC16 4995086	CASE	12.75	SUCTION CATHETER, COILED W/ THUMB CONTROL, 16 FR / #OK3616	CASE	15.78	AMSINO INTERNATIONAL, INC. # AS366C/CATHETER, SCTN COILED STR LF 8FR (50/CS) AMSINO	CASE	13.20	DYNAREX # 32005	CASE	8.39	KENTRON #393516	CASE	23.60	AMSINO INTERNATIONAL #AS366 50/CS
16430	CATHETER SUCTION, COILED, GRADUATED WITH CONTROL TIP, FROSTED SURFACE, KINK RESISTANT, SIZE: 18 FRENCH, 50 PER CASE.	CASE	10.50	BT#36096 CURAPLEX SUCTION CATHETER 18FR WHISTLE TIP AND THUMB CONTROL PORT 50EA/CS	CASE	14.00	DYNAREX 32006	CASE	11.50	MEDSOURCE MS-SC18 4995930	CASE	12.75	SUCTION CATHETER, COILED W/ THUMB CONTROL, 18 FR / #OK3618	CASE	15.78	AMSINO INTERNATIONAL, INC. # AS367C/CATHETER, SCTN COILED STR LF 8FR (50/CS) AMSINO	CASE	13.20	DYNAREX # 32006	CASE	8.39	KENTRON #393518	CASE	23.60	AMSINO INTERNATIONAL #AS367 50/CS
16431	YANKAUER, STANDARD BULB TIP WITH CONTROL VENT, SINGLE USE, STERILE, DYNAREX, 50/CASE, NO SUBS.	CASE		NO BID	CASE	24.00	DYNAREX 32120	CASE	NO BID		CASE	22.5	YANKAUER SUCTION HANDLE, VENTED / #OH4690	CASE	NO BID		CASE	21.00	DYNAREX # 32120	CASE	NO BID		CASE	27.56	DYNAREX #32120 50/CS
16432	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 40MM, SIZE 4, PINK80 PER BAG, DYNAREX OR EQUAL.	CASE	8.00	BT#2010-34040 CURAPLEX DISP BERMAN ORAL AIRYWAY NECNATAL 40MM(PINK) INDIVIDUALLY WRAPPED 1/EA 50EA/BG 80BG/CS	CASE	15.00	RUSCH 121901: 50/CASE	CASE	11.50	SUNMED 1-1506-40 8570640	CASE	13.5	COLOR-CODED BERMAN AIRWAY, INDIVIDUALLY PACKAGED, 40mm / #AA1901	CASE	106.05	SUN MED GROUP HOLDINGS DBA AIRLIFE # 1-5010-20 / AIRWAY, GUEDEL 40MM PNK (10/BX)	CASE	8.89	DYNJBERN40B	CASE	8.29	KENTRON #779940CC	CASE	30.04	DYNAREX #36300 100/PK
16433	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 50MM, SIZE 5, LT. BLUE 50 PER BAG, DYNAREX OR EQUAL.	CASE	8.00	BT#2010-34050 CURAPLEX DISP BERMAN ORAL AIRWAY INF 50MM(BLUE) INDIVIDUALLY WRAPPED 1EA 50EA/BG 80BG/CS	CASE	15.00	RUSCH 121950: 50/CASE	CASE	11.50	SUNMED 1-1506-50 8570650	CASE	13.5	COLOR-CODED BERMAN AIRWAY, INDIVIDUALLY PACKAGED, 50mm / #AA19015	CASE	33.45	SUN MED HOLDINGS DBA AIRLIFE # 1-1508-50 / AIRWAY, BERMAN BLU 50MM (10/PK)	CASE	8.89	DYNJBERM50B	CASE	8.29	KENTRON #779950CC	CASE	10.80	SUN MED #1-1508-50 10/PK
16434	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 60MM, SIZE 6, BLACK 50 PER BAG, DYNAREX OR EQUAL.	CASE	8.00	BT#2010-3460 CURAPLEX DISP BERMAN ORAL AIRWAY CHILD 60MM(BLACK) INDIVIDUALLY WRAPPED 1EA 50EA/BG 44BG/CS	CASE	15.00		CASE	11.50	SUNMED 1-1506-60 8570660	CASE	13.5	COLOR-CODED BERMAN AIRWAY, INDIVIDUALLY PACKAGED, 60mm / #AA1902	CASE	33.45	SUN MED GROUP HOLDINGS DBA AIRLIFE # 1-1508-60 / AIRWAY, BERMAN BLK 60MM (10/PK)	CASE	11.45	DYNJBERM60B	CASE	8.29	KENTRON #779960CC	CASE	30.04	DYNAREX #36302 100/PK
16435	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 70MM, SIZE 7, WHITE 50 PER BAG, DYNAREX OR EQUAL.	CASE	8.00	BT#2010-34070 CURAPLEX DISP BERMAN ORAL AIRWAY LG CHILD 70MM (WHITE) INDIVIDUALLY WRAPPED 1EA 50EA/BG 30BG/CS	CASE	15.00	RUSCH	CASE	11.50	SUNMED 1-1506-70 8570670	CASE	13.5	COLOR-CODED BERMAN AIRWAY, INDIVIDUALLY PACKAGED, 70mm / #AA19025	CASE	33.45	SU MED GROUP HOLDINGS DBA AIRLIFE # 1-150B-70 / AIRWAY, BERMAN WHT 70MM (10/PK)	CASE	11.45	DYNJBERM70B	CASE	8.29	KENTRON #779970CC	CASE	13.16	MCKESSON #16-2718 24/PK
16436	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 80MM, SIZE 8, GREEN 50 PER BAG, DYNAREX OR EQUAL.	CASE	8.00	BT#2010-34080 CURAPLEX DISP BERMAN ORAL AIRWAY SM ADLT 80MM (GREEN) INDIVIDUALLY WRAPPED 1EA 50EA/BG 26BG/CS	CASE	15.00	RUSCH	CASE	17.00	SUNMED 1-1506-80 8570680	CASE	13.5	COLOR-CODED BERMAN AIRWAY, INDIVIDUALLY PACKAGED, 80mm / #AA1903	CASE	20.45	SUN MED GROUP HOLDINGS DBA AIRLIFE # 1-1506-80 / AIRWAY, BERMAN 80MM	CASE	11.45	DYNJBERM80B	CASE	8.29	KENTRON #779980CC	CASE	30.04	DYNAREX #36304 100/PK
16437	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 90MM, SIZE 9, YELLOW 50 PER BAG, DYNAREX OR EQUAL.	CASE	8.00	BT#2010-34090 CURAPLEX DISP BERMAN ORAL AIRWAY MED ADULT 90MM (YELLOW) 1EA 50EA/BG 18BG/CS	CASE	15.00	RUSCH	CASE	17.00	SUNMED 1-1506-90 8570255	CASE	13.5	COLOR-CODED BERMAN AIRWAY, INDIVIDUALLY PACKAGED, 90mm / #AA1904	CASE	20.45	SUN MED GROUP HOLDINGS DBA AIRLIFE # 1-1506-90 / AIRWAY, BERMAN 90MM (50/CS) SUNMED	CASE	11.45	DYNJBERM90B	CASE	8.29	KENTRON 37790CC	CASE	30.04	DYNAREX #36306 100/PK
16438	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 100MM, SIZE 10, PURPLE 50 PER BAG, DYNAREX OR EQUAL.	CASE	8.00	BT#2010-34100 CURAPLEX DISP BERMAN ORAL AIRWAY LG ADLT 100MM (PRPL OR RD) INDIVIDUALLY WRAP 1EA 50EA/BG 14BG/CS	CASE	15.00	RUSCH	CASE	17.00	SUNMED 1-1506-99 8579780	CASE	13.5	COLOR-CODED BERMAN AIRWAY, INDIVIDUALLY PACKAGED, 100mm / #AA1905	CASE	16.27	MCKESSON CORPORATION # 16-2101B / AIRWAY, BERMAN 100MM LF (1PK24PK/BX) MGM16	CASE	11.45	DYNJBERM100B	CASE	8.29	KENTRON #779100CC	CASE	25.88	TELEFLEX MEDICAL #121905 50/CS
16439	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 110MM, SIZE 11, ORANGE 50 PER BAG, DYNAREX OR EQUAL.#	CASE	8.00	BT#2010-37110 CURAPLEX DISPOSABLE BERMAN AIRWAY LG ADULT 110MM (ORANGE) 50EA/BG 13BG/CS (650EA/CS)	CASE	15.00	RUSCH	CASE	17.00	SUNMED 1-1506-11 7005953	CASE	13.5	COLOR-CODED BERMAN AIRWAY, INDIVIDUALLY PACKAGED, 110mm / #AA1906	CASE	23.50	DYNAREX # 36311 / AIRWAY, BERMAN DISP ADLT ORG XLG 110MM (24BX)	CASE	8.89	DYNJBERM110B	CASE	8.29	KENTRON #779110CC	CASE	30.04	DYNAREX #36310 100/PK
16442	RESTRAINTS LIMB, ADULT, WRIST/ANKLE, 2 D-RINGS, ADJUSTABLE, DISPOSABLE, POLY, WHITE, 48 PER CASE, NO SUBS.	CASE	216.00	BT#501110 RESTRAINT STRAPS LIMB HOLDER DISPOSABLE W/DOUBLE D RING ADULT 10N X 60IN 48PR/CS	CASE	58.00	MEDLINE NON243074; 48/CASE	CASE	180.00	DMS 501110 7004728	CASE	208.8	POSEY LIMB HOLDER, ECONOMY WITH FOAM CUFF / #SX2510	CASE	210.24	MCKESSON CORPORATION # 501110MM / RESTRAINT, LIMB ANKLE/ WRIST DELT DELUXE (48EA/CS)	CASE	200.00	TIDI # 2510	CASE	138.72	KENTRON #301100	CASE	294.80	MCKESSON #501110MM
16443	SHEET BURN, LARGE, 60" X 96", STERILE, TO PROTECT PATIENT FROM INFECTION, DISPOSABLE, NON-WOVEN, LAMINATED TISSUE FIBERS, RESISTANT TO TEARING, 12 PER CASE.	CASE	42.00	BT#30061MS CURAPLEX BURN SHEET 60IN X 90IN STERILE 50EA/CS	CASE	24.00	EVER READY 1700036; 12/CASE	CASE	23.88	DMS 91039BS 7021791; SOLD BY PAIR $3.75	CASE	109	DISPOSABLE BURN SHEET, STERILE, 60" X 90" / #BX91039 *SOLD IN CS/50 OR EACH	CASE	47.98	DYNAREX # 3520 / SHEET, BURN STR 60"90" (12/CS)	CASE	35.00	DYNAREX # 3520	CASE	21.48	KENTRON #888111	CASE	46.92	DYNAREX #3520 12/CS
16444	CATHETER SUCTION, COILED, GRADUATED WITH CONTROL TIP, FROSTED SURFACE, KINK RESISTANT, SIZE: 12 FRENCH, 50 PER CASE.	CASE	11.50	BT#36093 CURAPLEX SUCTION CATHETER 12FR WHISTLE TIP AND THUMB CONTROL PORT 50EA/CS	CASE	14.00	DYNAREX 32003; 50/CASE	CASE	11.50	MEDSOURCE MS-SC12 4995327	CASE	12.75	SUCTION CATHETER, COILED W/ THUMB CONTROL, 12 FR / #OK3612	CASE	15.78	AMSINO INTERNATIONAL, INC. # AS364C/CATHETER, SCTN COILED STR LF 12FR (50/CS) AMSINO	CASE	12.65	DYNAREX # 32003	CASE	8.29	KENTRON #393512	CASE	23.60	AMSINO INTERNATIONAL #AS364 50/CS
16445	BANDAGE TRIANGULAR, LATEX FREE, POLYBAGGED, 2 SAFETY PINS, 40" X 40" X 56", 12/CASE.	CASE	4.90	BT# 124-32400 CURAPLEX TRIANGULAR BANDAGE MUSLIN 12/PK 20PK/CS 40IN X40IN X 56IN	CASE	4.50	ER 0300024; 12/CASE	CASE	NO BID		CASE	99.5	DUKAL TRIANGULAR BANDAGE, 37" X 52" / #BA2 *SUBSTITUTE- SOLD IN CS/240	CASE	8.85	MCKESSON CORPORATION # 16-5081 / BANDAGE, TRIANGULAR LF 40"X40"X56" (12/BX6BX/CS) MGM16	CASE	5.25	DYNAEX # 3680	CASE	4.40	KENTRON #404056	CASE	7.21	DYNAREX #3672 12/CS
16447	BLADE 3M SINGLE-USE PIVOTING BLADE 3M #9660, ASSEMBLY FOR CLIPPER 96611, 50/CASE. NO SUBS.	CASE	207.50	BT#J2262 BLADE ASSEMBLY SINGLE-USE PURPLE FOR 3M 9661 SURGICAL CLIPPERS 50EA/CS	CASE	225.00	3M 9660	CASE	NO BID		CASE	200	3M SINGLE-USE BLADE FOR SURGICAL CLIPPER / #IN9661	CASE	211.33	SOLVENTUM US LLC # 9660 / BLADE, CLIPPER ASSEMBLY PIVOTING (50/CS)	CASE	199.00	3M # 9660	CASE	167.50	3M #9660-50/CASE	CASE	228.38	3M HEALTH CARE/SOLVENTUM CORPORATION #9660 50/CS
16469	BLANKET 100% POLYESTER, DISPOSABLE, GRAY, 60" X 80", DYNAREX 24/CASE, NO SUBS.	CASE		NO BID	CASE	140.00	DYNAREX 3540; 24/CASE	CASE	NO BID		CASE	142.5	DISPOSABLE BLANKET 100% POLYESTER 60" X 80" - GREY / BS3540	CASE	157.49	DYNAREX # 3450 / BLANKET, DISP 100% POLY GRY 60"X80" (24/CS)	CASE	124.50	DYNAREX # 3540	CASE	NO BID		CASE	158.74	DYNAREX #3540 24/CS
16471	BANDAGE EMERGENCY, FIRST CARE, WHITE, 4" COMPRESSION, STERILE, 100 PER CASE, NO SUBS.	CASE	631.00	BT#J2702-1 ISRAELI BANDAGE EMERGENCY WHITE 4IN 150EA/CS	CASE	950.00	FCP-03; 150/CASE	CASE	NO BID		CASE	3.25	DYNAREX EMERGENCY PRESSURE BANDAGE, 4" / #BA3693 *ONLY SOLD IN EACH	CASE	634.69	SAFEGUARD US OPERATING LLC # FCP-03 / BANDAGE, EMER ISRAELI FIRST RESPONDER WHT 4" (150/CS)	CASE	NO BID		CASE	NO BID		CASE	819.88	MYMEDIC #MM-SPL-BLD-EPB-MINI-EA 100/CS
16472	GLUCOSE 15, ORAL GLUCOSE GEL, 15G GLUCOSE PER TUBE, 3 TUBES PER PACK, 12 PACKS PER CASE, GRAPE FLAVOR, NDC #0574-0070-30, OR EQUAL.	CASE	137.40	BT#1423-03015 GLUTOSE 15GM-GRAPE FLAVOR 3/PK 12PK/CS	CASE	140.00		CASE	NO BID		CASE	19	TRANSCEND GLUCOSE GEL, 15 GM POUCH, STRAWBERRY / #MD4389 *ONLY SOLD BX/15 OR EACH	CASE	133.92	PERRIGO CO # 00574007030 / GLUCOSE 15,GEL ORAL GRAPE 40%45GM (3/PK)	CASE	NO BID		CASE	NO BID		CASE	65.73	PERRIGO COMPANY #00574007030 12/CS
16474	GLUCOSE 15, ORAL GLUCOSE GEL, 15G, GLUCOSE PER TUBE, 3 TUBES PER PACK, 12 PACKS PER CASE, LEMON FLAVOR, NDC #0574-0069-30, NO SUBS.	CASE	137.40	BT#466930 GLUTOSE 15GM-LEMON FLAVOR 3/PK 12/PK/CS 2053	CASE	140.00		CASE	NO BID		CASE	10.35	GLUTOSE 15, DELIVERS 15GM, LEMON / #MD62 *ONLY SOLD IN 3PK	CASE	126.48	PERRIGO CO # 00574006930 / GLUCOSE 15,GEL ORAL LEMON 40%45GM (3/PK)	CASE	NO BID		CASE	NO BID		CASE	62.45	PERRIGO COMPANY #00574006930 12/CS
16484	TRANSPORT UNIT, GRAHAM MEGAMOVER, WHITE WITH 14 HANDLES 1000 LB CAPACITY, 40" X 80", 10 PER CASE, NO SUBS.	CASE	125.00	BT#111500 MEGAMOVER TRANSPORT UNIT 40IN X 80IN NON-WOVEN/POLY WHITE/BLACK 14 HANDLES 10EA/CS	CASE	198.00	51926	CASE	125.50	GRAHAM 51926 7001821	CASE	186.65	GRAHAM MEGAMOVER, WHITE, 1000LBS, 40" X 80" / @BS800	CASE	192.46	GRAHAM MEDICAL PRODUCTS # 51926/SHEET, TRANSPORT MEGAMOVER 1500 40"X80" WHT (10/CS) GRAHAM	CASE	173.50	GRAHAM # 51926	CASE	NO BID		CASE	272.20	GRAHAM MEDICAL PRODUCTS #51926 10/CS

VENDOR NUMBER:		25406			46577			131653			295482			139095			281106			292189			NOT A VENDOR		
VENDOR NAME:		BOUNDTREE			DIXIE EMS SUPPLY			HENRY SCHEIN			LIFE-ASSIST			MCKESSON			MEDICAL SUPPLIES DEPOT			NASHVILLE MEDICAL & EMS			PASICIFC STAR CORP		
16488	CUFF BLOOD PRESSURE, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL 300 mmHg MANOMETER, CHROME PLATED BRASS AIR RELIEF VALVE, LEATHERETTE CARRYING CASE, CHILD, ADC #760-9CBK, NO SUBS.	EACH	22.06	BT#170763 BP UNIT PROSPHYG 760 SERIES SIZE 9 CHILD BLACK	EACH	44.00	760-9CBK	EACH	20.26	REPEAT OF #5 ADC 760-9CBK 4997943	EACH	23.3	BP UNIT, PHOSPHYG 760 BLACK CHILD / #ADC_760-9CBK	EACH	29.60	AMERICAN DIAGNOSTIC CORP # 760-9CBK / SPHYG PROSPHYG LF BLK CHILDAMDIAG	EACH	24.25	ADC # 760-9CBK	EACH	NO BID		EACH	41.94	AMERICAN DIAGNOSTIC CORP #760-9CBK EACH
16503	PEDIA TAPE PEDIATRIC EMERGENCY MEASURING TAPE, COLOR-CODED, LAMINATED, MEASURE LENGTH AND ESTIMATE WEIGHT, COMPATIBLE WITH THE MOST-RECENT BROSELOW TAPE, NO SUBS.	EACH	17.68	BT#3663-16054 EMERGENCY TAPE PEDIATAPE 2023 VERSION MEASURE LENGTH AND ESTIMATE WEIGHT	EACH	28.00	V177700RE	EACH	NO BID		EACH	4.7	PEDIATAPE QUICK TAPE |EDOATRIC EMERGENCY TAPE / #TX123457	EACH	NO BID		EACH	NO BID		EACH	19.79	PEDIA TAPE	EACH	NO BID	
16505	CONNECTOR 02, NIPPLE/NUT, SWIVEL, GREEN, BARB ADAPTER, FOR CONNECTING OXYGEN MASKS OR CANNULA TO OXYGEN FLOWMETER, 50/BAG.	BAG	9.00	BT#0206011 TUBING CONNECTOR OXYGEN 50/CS 001811	BAG	25.00	325531	BAG	19.50	MEDSOURCE MS-28425 4999053	BAG	0.49EA	GREEN BARB FOR REGULAR (CHRISTMAS TREE) / #OG4500	BAG	277.00	PRECISION MEDICAL, INC.# 0159C/NIPPLE/F HEX NUT TUBING FUNNEL RUSBL OXY W/CHAIN	BAG	14.30	DYNAREX # 33308	BAG	14.50	KENTRON #550000	BAG	20.92	MEDLINE #HUD2555 50/PK
16513	CANISTER, SUCTION, HI-FLOW SUCTION CANISTERS WITH AEROSTAT FILTERS AND FLOAT VALVE SHUTOFF, 800CC WITH 6' CONNECTING TUBE, BEMIS, PRODUCT #8002K 055, 50/CASE. NO SUBS.	CASE	150.50	BT#2212-25507 SUCTION CANISTER HI-FLOW 800CC GREEN LID W/FILTER AND FLOAT VALVE SHUTOFF DISPOSABLE 70EA/CS	CASE	236.00	BEMIS 8002005	CASE	276.70	BEMIS 8002K 055 7004054	CASE	219.8	SUCTION CANISTER, 800cc / #OK1800A	CASE	174.83	BEMIS HEALTH CARE # 8002L 055 / CANISTER KIT SUCTION 800CC W/TUBING/INSTRUMENTS BEMIS	CASE	259.00	BEMIS # 8002K055	CASE	NO BID		CASE	241.01	BEMIS HEALTHCARE #8002L 055 50/CS
16514	TUBE, VACUUM, LAERDAL SUCTION UNIT, LCSU 4, LAERDAL #886106, EACH, NO SUBS.	EACH	15.94	BT#2211-10688 VACUUM TUBE FOR USE W/LCSU 4 800ML	EACH	15.00	LAERDAL	EACH	15.85	LAERDAL 886106 4498741	EACH	14.75	LAERDAL SUCTION UNIT VACUUM TUBE W/ ELBOW / #OK886106	EACH	15.79	LAERDAL MEDICAL CORP # 886106 / TUBE, VACUUM F/COMPACT SUCTIONUNIT	EACH	NO BID		EACH	NO BID		EACH	22.78	LAERDAL MEDICAL 886106
16517	NASAL ATOMIZER, INTRANASAL MUCOSAL ATOMIZATION DEVICE, LMA MAD NASAL, TELEFLEX #MAD300, 25/BOX.	BOX	85.00	BT#2170-20300 CURAPLEX DART NO SYRINGE LATEX FREE 1EA 25EA/CS	BOX	112.00	MAD300; 25/BOX	BOX	NO BID		BOX	127.5	MAD DEVICE / #IT103	BOX	207.21	TELEFLEX LLC # MAD300 / ATOMIZATION DEVICE, MUCOSAL LL W/O SYR (25BX) TELFLX	BOX	196.00	TELEFLEX # MAD300	BOX	109.75	TELEFLEX #MAD300	BOX	276.60	TELEFLEX LLC #MAD300 25/PK
16523	SENSI WRAP, DYNAREX, SELF-ADHERENT, LATEX FREE, 2" X 5 YDS, RAINBOW COLOR, 36 PER CASE, NO SUBS.	CASE	25.00	BT#279-3182 BANDAGE ROL SENSI-WRAP 2IN X 5YDS SELF ADHERENT 6EA OF RED GREEN PURPLE DK BLUE PINK IT BLUE	CASE	26.00	DYNAREX 3182	CASE	NO BID		CASE	40.3	DUKAL LF COHESIVE BANDAGES, 2", COLORS (8X36) / #B6B026C *SUBSTITUTE	CASE	48.72	DYNAREX # 3216 / BANDAGE, SENSIWRAP SELF- ADHERENT RAINBOW 2"X5" (36/CS)	CASE	23.50	DYNAREX # 3182	CASE	NO BID		CASE	44.99	DYNAREX #3216 36/CS
17377	STETHOSCOPE PLATINUM PEDIATRIC, ADSCOPE 614, PEDIATRIC, OVERALL LENGTH 30.5", ADC (AMERICAN DIAGNOSTIC CORPORATION) ITEM #614P, COLOR-PINK, NO SUBS.	EACH		NO BID	EACH	43.00	ADC 614P	EACH	34.98	ADC 614P NEW	EACH	40.9	PLATINUM ADSCOPE-LITE, PEDIATRIC, PINK / #ST614-PNK	EACH	NO BID		EACH	38.69	ADC 614P	EACH	NO BID		EACH	45.61	AMERICAN DIAGNOSTIC CORPORATION #614P EACH
17518	SODIUM CHLORIDE, 0.9% SODIUM CHLORIDE INJECTION USP 500 ML BAG (24/CASE) BRAND OR MANUFACTURER MAY BE BRAUN, BAXTER, OR HOSPIRA. NO SUBS.	CASE	76.32	BT#358001 IV SOLUTION SODIUM CHOLRIDE 0.9# 500ML BAG 24EA/CS BBRAUN L8001	CASE	108.00	BRAUN 38001; 24/CASE	CASE	82.80	B BRPWM Q8001 1477564	CASE	80	SODIUM CHLORIDE IV SOLUTION, 0.9% B BRAUN 500mL BAG / #SL8001	CASE	96.03	B.BRAUN MEDICAL INC # Q8001/SOD CHLORINE, IV SOL PVC DEHPFREE 0.9% 50OML (24/CS)	CASE	89.50	B. BROWN # Q8001	CASE	NO BID		CASE	1565.45	BAXTER #2B1323Q 24/CS
17519	TUBING ADAPTER, HUDSON RCI (MFR#1423), 22 MM 10 X 5-7 MM TAPERED NIPPLE, 50/CASE. NO SUBS.	CASE	27.00	BT#36-1423 TUBING ADAPTOR 22MM ID X 5-7MM TAPER 50EA/CS	CASE	32.00	HUDSON 1423; 50/CASE	CASE	NO BID		CASE		NO BID	CASE	21.31	MEDLINE INDUSTRIES # HUD1423 / ADAPTER, OXYGEN 22MM (50/CS) TELFLX	CASE	31.25	HUDSON # 1423	CASE	NO BID		CASE	35.30	MEDLINE #HUD1423 50/CS
17520	02 MAX BITRAC ED MASK, W/NEB, ADULT LG, W/3-SET VALVE, OHMEDA CONNECTOR, FIXED FLOW, 10 EA/CS. PULMODYNE. NO SUBS.	CASE	520.00	BT#313-7550XN-1 O2 MAX BITRAC ED MASK W/NEB ADULT LG W/3-SET VALVE OHMEDA CONNECTOR FIXED FLOW 10EA/CS	CASE			CASE	NO BID		CASE	555.7	O2-MAX CPAP 3-SET, ADULT LARGE MASK W/ NEBULIZER, OHMEDA QUICK CONNECT / #OC7556XNF-1	CASE	NO BID		CASE	NO BID		CASE	NO BID		CASE	NO BID	
17521	02 MAX BITRAC ED MASK, W/NEB, ADULT MED, W/3-SET VALVE, OHMEDA CONNECTOR, FIXED FLOW, 10EA/CS. PULMODYNE. NO SUBS.	CASE	520.00	BT#313-7556XN-1 O2 MX BITRAC ED MASK W/NEB ADULT MED W/3-SET VALVE OHMEDA CONNECTOR FIXED FLOW 10EA/CS	CASE			CASE	NO BID		CASE	555.7	O2-MAX CPAP 3-SET, ADULT MEDIUM MASK W/ NEBULIZER, OHMEDA QUICK CONNECT / #OC7556XNF-1	CASE	639.36	PULMODYNE INC # 313-7556XN / MASK, CPAP 02-MAX FIXED SYS W/NEB 3-SET PEEP EXP CIR (10/BX)	CASE	NO BID		CASE	NO BID		CASE	NO BID	
17522	CPAP/CAPNOGRAPHY KIT, 02 MAX NEB BITRAC ED MASK, ADULT LG, 3-SET, OHMEDA CONNECT, C02 SAMPLING LINE. PULMODYNE. NO SUBS.	CASE	948.75	BT#677555-1 CURAPLEX CPAP/CAPNOGRAPHY KIT O2MAX NEB BITRAC ED MASK ADULT LG 3-SET OHMEDA CO2 SAMPLING LINE	CASE			CASE	NO BID		CASE	555.7	O2-MAX CPAP 3-SET, ADULT LARGE MASK W/ NEBULIZER, OHMEDA QUICK CONNECT / #OC7556XNF-1	CASE	NO BID		CASE	NO BID		CASE	NO BID		CASE	NO BID	
17523	CPAP/CAPNOGRAPHY KIT, 02 MAX NEB BITRAC ED MASK, ADULT MED, 3-SET, OHMEDA CONNECT, C02 SAMPLING LINE. PULMODYNE. NO SUBS.	CASE	948.75	BT#677556-1 CURAPLEX CPAP/CAPNOGRAPHY KIT O2MAX NEB BITRAC ED MASK ADULT MED 3-SET OHMEDA CO2 SAMPLING LINE	CASE			CASE	NO BID		CASE	555.7	O2-MAX CPAP 3-SET, ADULT MEDIUM MASK W/ NEBULIZER, OHMEDA QUICK CONNECT / #OC7556XNF-1	CASE	NO BID		CASE	NO BID		CASE	NO BID		CASE	NO BID	
17728	WIPE, GERMICIDAL, SUPER SANI-CLOTH GERMICIDAL DISPOSABLE WIPE, LARGE CANISTER, CONTAINS 160 WIPES, 6" x 6.75", P. D. I., SKU #Q55172, CASE, 12 CANISTERS PER CASE, NO SUBS.	CASE	82.80	BT#1061-17517 PDI SUPER SANI CLOTH WIPES 6IN X 6IN 160/TB 12TB/CS	CASE	86.00	Q55172; 12/CASE	CASE	NO BID		CASE	55.5	SUPER SANI-CLOTH WIPE, LARGE, TUB OF 160 WIPES / #AL525	CASE	75.48	PROFESSIONAL DISPOSABLES, INC # Q55172 / WIPE, SANICLOTH SUPER GERMICIDE LG (GSA) (160/CN 12CN/CS)	CASE	72.50	PDI # Q55172	CASE	NO BID		CASE	108.82	PDI PROFESSIONAL DISPOSABLES INTL #Q55172 12/CS
16188	GAUZE SPONGE, 4"X4", 4 PLY, NON-STERILE, 200/PACK, MEDLINE NON25444.[1]	PACK	3.43	BT#F121-12115 CURAPLEX NON STERILE GAUZE PAD WOVEN 4IN X 4IN 8PLY 200EA/BG 20BG/CS	PACK	3.75	MPM25444	PACK	2.43	DUKAL 2104 9333131	PACK	5.2	GAUZE SPONGE, 4" X 4", 12 PLAY, NON-STERILE / #BA4144	PACK	2.92	MCKESSON CORPORATION # 9444200 / SPONGE, NWOVN 4"X4" NS (200PK) MGM16	PACK	4.50	MEDLINE # NON25444	PACK	2.95	KENTRON #250444	PACK	8.74	MEDLINE #NON25444 200/PK
17666	STAT-PADZ II ELECTRODE, 12/CASE, ZOLL - 8900-0802-01.[1]	CASE	564.00	BT#230802 STAT PAX II ADULT FOR ZOLL AED PLUS X SERIES AED PRO M SERIES R SERIES AND E SERIES	CASE	580.00		CASE	NO BID		CASE	44.3	ZOLL STAT-PADZ II DEFIB ELECTRODES, ADULT / #EL0801-01 *SOLD IN PAIRS	CASE	555.91	ZOLL MEDICAL CORP # 8900-0802-01 / ELECTRODE, STAT PADZ II HVP MULTI-FUNCTION (12/CS) ZOLMED	CASE	575.00	ZOLL # 8900-0802-01	CASE	NO BID		CASE	746.36	ZOLL MEDICAL #8900-0802-01 12/CS
17663	FILTERLINE SET (ADULT/PEDIATRIC), (25 PER BOX) - ZOLL 8300-0520-01.[1]	BOX	132.50	BT#301-5107ET CURAPLEX CAPNOGRSPHY ADULT/PEDIATRIC 7FT ETCO2 SAMPLING LINE W/AIRWAY ADAPTER INTUBATED 25/CS	BOX	343.00		BOX	NO BID		BOX	175	MEDTRONIC INTUBATED ETCO2, SHORT-TERM, ADULT/PEDI, 6.5" / #PO64620	BOX	498.41	ZOLL MEDICAL CORP # 8300-000208 / FILTER CO2 INTUBATED MICROSTREAM ADV ALDT/PED (25/BX)	BOX	274.00	ZOLL # 8300-000208	BOX		DISCONTINUED; REPLACED WITH ZOLL 8300-000208	BOX	658.71	ZOLL MEDICAL #8300-000208 25/PK

WINNING BIDDER WILL BE HIGHLIGHTED IN YELLOW

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

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

BID SHEET

This is Not an Order

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

Typed by: lw Buyer: 009

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
10/29/2025	6008	Various	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Tuesday, November 18, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents

Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.

EQUIPMENT MEDICAL

The City of Mobile requests bids for the following items as per attached RFQ.

Pricing to be firm for an eight (8) month period after award of bid.

At the option of the City and the successful Vendor, the award may be extended for three (3) additional eight (8) month periods.

Quote pricing & quote units as specified on REQ.

On items with more than one (1) acceptable choice. you must indicate the specific item that you are bidding. Failure to indicate will be entered as a no bid on that item.

All substitutions must be indicated on RFQ near description of item specified. Indicate on your bid if an item has been discontinued by the manufacturer. Vendors found to be substituting, without that item being indicated on this bid as a substitution, may lose that awarded item.

If vendor states a vendor item number that item must also state manufacturers make and model number. Failure to indicate this will be entered as a no bid on that item.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Phone Number _____

Email Address _____

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

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 Aabama, 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

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

It is the responsibility of the vendor to provide the City with the necessary catalogs, samples or literature, to compare the items being bid.

If sample is requested, it must be delivered to the City of Mobile within 48 hours.

The City reserves the right to reject any item bid by a vendor due to lack of information in order to compare item (i.e.: no catalogs, literature or specifications). Do not send catalog or literature unless requested.

The City reserves the right to reject an item from contract if that item fails to perform as needed or does not meet the best needs of the City of Mobile.

All quantities purchased will be based on an as needed basis by City Department.

All items/orders to be delivered to departments.

All prices quoted are to be delivered prices F.O.B. Mobile.

State any special conditions or ordering instructions. (Pay particular attention to instruction #9 on back of page l).

The City will attempt to send purchase orders for higher amounts; however, due to computerized issuance of P.O.'s, some will be for low dollar amounts. Vendor must accept all (large & small) purchase orders for items awarded.

Please note: In an effort to update our bid files, vendor(s) who fail to bid may be removed from medical equipment listings.

If you do not wish to bid on the following categories, yet wish to remain on bid list for items other than those on the following pages, you must so notify the City of Mobile Purchasing Department in writing as to specific items that you wish to be listed for, otherwise removal may occur.

No Bid Bond is required.

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

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 3 of 4					

A cone of silence is in effect on this bid. DO NOT contact City employees with questions. All questions must be emailed to purchasing@cityofmobile.org.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

Be sure to sign and return this page including the terms and conditions on the reverse of page 1.

THE CITY OF MOBILE DOES NOT ACCEPT VENDOR'S TERMS AND CONDITIONS.

TO BE AWARDED ON AN ITEM BASIS

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

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 4 of 4 State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. 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 Page 3 of 3for 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. Remember to return this original bid sheet signed, along with attached RFQ. IF ITEM DESCRIPTION STATES: NO SUBS, OR NO SUBSTITUTIONS, THEN NO SUBS OR NO SUBSTITUTIONS WILL BE ALLOWED FOR THAT ITEM. IF MANUFACTURER HAS DISCONTINUED ITEM, PLEASE STATE THAT BY THE ITEM DESCRIPTION. THANK YOU					
			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.

LINE #	ITEM	DESCRIPTION	NOTES (MAKE/ITEM#)	UOM	PRICE
1	2078	EYE WASH, 4 OZ., US 3020		EACH	
2	4622	SCISSORS EMT, STAINLESS STEEL, AMERICAN DIAGNOSTIC (ADC) MEDICUT, 7 1/4", #320NY, NEON YELLOW HANDLE, OR EQUAL		EACH	
3	6871	BLOOD PRESSURE CUFF, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL 300 MMHG MANOMETER, CHROME PLATED BRASS AIR RELEASE VALVE, LEATHERETTE CARRYING CASE, ADULT, ADC		EACH	
4	6872	V-VAC STARTER KIT, ONE HAND APPLICATION, SUCTION UNIT, ADAPTER TIP INSTRUCTIONS, LAERDAL MEDICAL, NO SUBS.		EACH	
5	6878	BLOOD PRESSURE CUFF, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL MMHG MANOMETER, CHROME PLATED BRASS AIR RELEASE VALVE, LEATHERETTE CARRYING CASE, PEDIATRIC, (CHILD) ADC #760-9CBK, NO SUBS.		EACH	
6	6887	THOMAS TUBE HOLDER, LAERDAL #600-10000, ADULT, 25 PER BOX, NO SUBS		EACH	
7	6888	THOMAS TUBE HOLDER, LAERDAL #600-20000, PEDIATRIC, 25 PER BOX, NO SUBS		EACH	
8	6893	BLOOD PRESSURE CUFF, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL 300 MMHG MANOMETER, CHROME PLATED BRASS AIR RELEASE VALVE, LEATHERETTE CARRYING CASE, THIGH, ADC #760-13TBK, NO SUBS.		EACH	
9	6906	FAST STRAP, MEDSPEC, T-STYLE, BLUE, NO SUBS		EACH	
10	6915	ALCOHOL PREP PADS, STERILE, MEDIUM, 2-PLY, 70% ISOPROPYL ALCOHOL, MEDLINE 200/BOX OR EQUAL		EACH	

11	6919	RING CUTTER, CHROME HANDLE WITH SAFETY LEVER, LARGE THUMBSC REW AMERICAN DIAGNOSTIC #380. NO SUBS		EACH	
12	6944	OB KITS, 12 EACH/CASE		DOZEN	
13	6951	BAGS RED, BIO MEDICAL WASTE BAGS, WITH SYMBOL & WORDS IN BLACK, MEET A.S.T.M. DART TEST REQUIREMENTS, 25 X 34, 20 GAL., 50 EACH PER BOX, 4 BOXES PER CASE.		CASE	
14	6966	THERMOMETER, WELCH ALLYN, BRAUN, THERMOSCAN PRO 6000 EAR THERMOMETER		EACH	
15	6967	BRAUN THERMOSCAN PRO 6000 EAR THERMOMETER DISPOSABLE PROBE COVERS (QTY. 5000: 1 CASE CONTAINS 25 SHELF BOXES, EACH SHELF BOX CONTAINS 10 PACKS 20 COVERS PER PACK), NO SUBS.		CASE	
16	6969	INTUBATION DETECTORS, TUBE CHECK, AMBU INC #000 172 001, WOLFETORY #EID 100 20 UNITS PER CASE.		CASE	
17	9682	BAG, EMESIS, SICKNESS CLEAN UP, CLEAN SACK, GRADUATED MARKING TO MEASURE OZ AND CC/ML, BLUE IN COLOR, MEDLINE, MEDLINE #NON80328, 144/CASE.		CASE	
18	13194	IMMOBILIZER HEAD, DISPOSABLE, 15"X4"X3", 5.0 OZ URATHANE FOAM, ADHESIVE FASTNER 100% X-RAY TRANSLUCENT. STA-BLOCK 260975, NO SUBS.		EACH	
19	13205	STETHOSCOPE PLATINUM CLINICIAN ADSCOPE 612, ADULT, OVERALL LENGTH 30.5" ADC ITEM 612BK, COLOR- BLACK, NO SUBS.		EACH	
20	13269	SHARPS-A-GATOR SMALL, 5 QUART, PACKED 30 PER CASE, TYCO.HEALTHCARE/KENDALL #4838-R, REF #31144-36 #31144010.		CASE	
21	13607	TUBE, SHILEY ENDOTROL ORAL/NASAL ENDOTRACHEAL TUBE CUFFED, MURPHY EYE, 7.0 mm, WITH CONTROL TIP, COVIDIEN, 10 PER BOX, #86351, NO SUBS.		BOX	

22	13609	PILLOW DISPOSABLE, 16"X22", 10 OZ., LATEX FREE, 12/CASE, MEDLINE #NON24391 OR EQUAL		CASE	
23	13611	SOAP ANTIMICROBIAL, LIQUID, DIAL PROFESSIONAL GOLD PUMP, 16oz., 12/CASE, #80790, NO SUBS.		CASE	
24	13612	WIPES ANTISEPTIC, SANI-HANDS ALC, PDI PRODUCT, INDIVIDUAL PACKETS, CONTAINS 65.9% ETHYL ALCOHOL WITH MOISTURIZING ALOE, GLYCERIN & VITAMIN E, 100/BOX, 10 BOXES/CASE, NO SUBS.		CASE	
25	13613	MASK FLUIDSHIELD, FOG-FREE PROCEDURE MASK W/WRAP AROUND SPLASHGUARD VISOR, PLEAT-STYLE W/EARLOOPS, FOAM BAND, ORANGE, 2 BOXES OF 12/CASE, KIMBERLY CLARK 47147, NO SUB.		CASE	
26	13614	CATHETER IV, 24 GAUGE X 3/4". STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4252500, NO SUB.		CASE	
27	13615	CATHETER IV, 22 GAUGE X 1", STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4252519, NO SUB.		CASE	
28	13616	CATHETER IV, 20 GAUGE X 1-1/4", STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4252535, NO SUB.		CASE	
29	13617	CATHETER IV, 18 GAUGE X 1-1/4", STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4252560, NO SUB.		CASE	
30	13618	CATHETER IV, 16 GAUGE X 1-1/4", STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4252586, NO SUB.		CASE	
31	13619	CATHETER IV, 14 GAUGE X 1-1/4", STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4251890, NO SUB.		CASE	

32	13624	STRIPS BLOOD GLUCOSE AND KETONE MONITORING STRIPS, 50/BOX, 12 BOXES/CASE, ABBOTT MEDI-SENSE PRECISION XTRA BLOOD GLUCOSE STRIPS #99695-35, NO SUB.		CASE	
33	13627	RESUSCITATOR AMBU SPUR II BAG, ADULT, WITH BAG RESERVOIR, 12/CASE AMBU 520 21100, NO SUB.		CASE	
34	13628	RESUSCITATOR AMBU SPUR II BAG, PEDIATRIC, WITH BAG RESERVOIR, 12/CASE, AMBU 530 213 000, NO SUB.		CASE	
35	13629	RESUSCITATOR AMBU SPUR II BAG, INFANT, WITH BAG RESERVOIR, 12/CASE AMBU 540 211 000, NO SUB.		CASE	
36	13634	IV STARTER KIT, LATEX FREE, INCLUDES: ALCOHOL PREP PAD, PVP AMPULE, DRESSING 2 GAUZE, TOURNIQUET, TAPE, PACKED 100/BOX, MEDLINE DYND740888, NO SUBS.		BOX	
37	13637	SODIUM CHLORIDE, 0.9% SODIUM CHLORIDE INJECTION USP 250 ML BAG, 24/CASE, BRAND OR MANUFACTURER MAY BE BRAUN OR BAXTER, OR HOSPIRA, THESE BRANDS ONLY, NO SUBS.		CASE	
38	13638	SODIUM CHLORIDE, 0.9% SODIUM CHLORIDE INJECTION USP, 1000 ML BAG, 12/CASE, BRAND OR MANUFACTURER MAY BE BRAUN OR BAXTER OR HOSPIRA, THESE BRANDS ONLY, NO SUB.		CASE	
39	16042	IV ADMINISTRATION SET, 60 DROP, 83" TUBING, NEEDLELESS INJECTION SITE, 50 PER CASE, AMSINO IV #608306, NO SUBS.		CASE	
40	16043	IV ADMINISTRATION SET, 10 DROP, 83" TUBING, 2 INJECTION SITES, LATEX FREE 50 PER CASE, AMSINO IV #108306, NO SUBS.		CASE	
41	16044	IV EXTENSION SET WITH AMSAFE INJECTION SITE, NEEDLELESS INJECTION SITE, LATEX FREE, 100 PER CASE, AMSINO IV EXTENSION #AE3108, NO SUBS.		CASE	

42	16052	HAND SANITIZER, KLEENEX, ALCOHOL FREE FOAM, KIMBERLY-CLARK ITEM #34136, 1.5oz BOTTLE, 24 BOTTLES PER CASE, NO SUBS.		CASE	
43	16053	HAND SANITIZER, KLEENEX, ALCOHOL FREE FOAM, KIMBERLY-CLARK ITEM #45827, 18oz BOTTLE, 4 BOTTLES PER CASE, NO SUBS		CASE	
44	16055	ET TUBE INTRODUCER, BOUGIE-TO-GO, ADULT WITH COUDE TIP, 15FR, 60MM, 10/BOX, NO SUBS.		BOX	
45	16057	ELECTRODES MONITORING, AMBU EKG ELECTRODE, BLUE SENSOR SP, HIGHLY CONDUCTIVE WET GEL, GENTLE TO SKIN, 50 PER PACK, #AMBU SP 50, NO SUBS.		PACK	
46	16058	IV PRESSURE INFUSER, INFU-STAT PRESSURE INFUSER, 1000mL, CURAPLEX, DISPOSABLE, 25 PER CASE, #350310		CASE	
47	16059	COLLAR CERVICAL, INFANT, 50 PER CASE, AMBU #264-501, NO SUBS		CASE	
48	16060	COLLAR CERVICAL, PEDIATRIC, 50 PER CASE, AMBU #264-502, NO SUBS.		CASE	
49	16061	COLLAR CERVICAL, NECKLESS, 50 PER CASE, AMBU #264-503, NO SUBS.		CASE	
50	16062	COLLAR CERVICAL, SHORT, 50 PER CASE, AMBU #264-504, NO SUBS.		CASE	
51	16063	COLLAR CERVICAL, REGULAR, 50 PER CASE, AMBU #264-505, NO SUBS		CASE	
52	16064	COLLAR CERVICAL, TALL, 50 PER CASE, AMBU #264-506, NO SUBS.		CASE	
53	16065	TUBE TRACHEAL, RUSCH FLEXI-SET 2.5 MM, UNCUFFED ENDOTRACHEAL TUBE WITH STYLET AND MURPHY EYE, RUSCH #506525, 10 EACH PER BOX, NO SUB.		BOX	
54	16066	TUBE TRACHEAL, RUSCH FLEXI-SET 3.0 MM, UNCUFFED ENDOTRACHEAL TUBE WITH STYLET AND MURPHY EYE, RUSCH #506530, 10 EACH PER BOX, NO SUB.		BOX	

55	16068	TUBE TRACHEAL, RUSCH FLEXI-SET 4.0 MM, UNCUFFED ENDOTRACHEAL TUBE WITH STYLET AND MURPHY EYE, RUSCH #506540, 10 EACH PER BOX, NO SUB		BOX	
56	16069	TUBE TRACHEAL, RUSCH FLEXI-SET 5.0 MM, CUFFED ENDOTRACHEAL TUBE WITH STYLET AND MURPHY EYE, RUSCH #504550, 10 EACH PER BOX, NO SUB.		BOX	
57	16070	TUBE TRACHEAL, RUSCH FLEXI-SET 6.0 MM, CUFFED ENDOTRACHEAL TUBE WITH STYLET AND MURPHY EYE, RUSCH #504560, 10 EACH PER BOX, NO SUB.		BOX	
58	16071	TUBE TRACHEAL, RUSCH FLEXI-SET 7.0 MM, CUFFED ENDOTRACHEAL TUBE WITH STYLET AND MURPHY EYE, RUSCH #504570, 10 EACH PER BOX, NO SUB.		BOX	
59	16072	TUBE TRACHEAL, RUSCH FLEXI-SET 8.0 MM, CUFFED ENDOTRACHEAL TUBE WITH STYLET AND MURPHY EYE, RUSCH #504580, 10 EACH PER BOX, NO SUB.		BOX	
60	16073	TUBE TRACHEAL, RUSCH FLEXI-SET 9.0 MM, CUFFED ENDOTRACHEAL TUBE WITH STYLET AND MURPHY EYE, RUSCH #504590, 10 EACH PER BOX, NO SUB.		BOX	
61	16145	PENLIGHT DISPOSABLE, DIAGNOSTIC PENLIGHT WITH PUPIL GAUGE, 6 EACH PER PACK. CURAPLEX 32762		PACK	
62	16146	SPLINT MULTI-PURPOSE, UNIVERSAL WITH SELF-ADHERENT ADHESIVE WRAP ACTISPLINT WITH SENSI-WRAP, DYNAREX, ROLLED SPLINT 4.5" X 36" WITH SENSI-WRAP 2" X 5YDS., BLACK, 50/CASE, NO SUBS.		CASE	

63	16147	DRESSING, SAM CHEST SEAL DRESSING, 9.2" X 7.6", DESIGNED FOR OPEN CHEST WOUNDS, LARGE COVERAGE AREA, 2 DRESSINGS PER PACK (NON-VALVE VERSION), LATEX FREE, TRANSPARENT, 5" X 9" PAD. NO SUBS.		PACK	
64	16148	CO2 INDICATOR, FENEM CO2 INDICATOR ATTACHES TO EXHALATION PORT OF RESUSCITATOR BAG, 30 mm I.D., BODY MASS RANGE >1 KG, 2 YEAR SHELF LIFE, LATEX-FREE, 10 EACH PER BOX, CURAPLEX #3015585EA, NO SUBS.		BOX	
65	16171	DRESSING: MULTI-TRAUMA DRESSING, 12" X 30", ONE STERILE DRESSING PER POUCH, LATEX-FREE; 50 PER CASE, DYNAREX, NO SUBS		CASE	
66	16174	BLOOD PRESSURE CUFF, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL 300 MMHG MANOMETER, CHROME PLATED BRASS AIR RELEASE VALVE, LEATHERETTE CARRYING CASE, INFANT, ADC #760-71BK, NO SUBS		EACH	
67	16175	HANDLE V-VAC, LAERDAL V-VAC REPLACEMENT HANDLE, NO SUBS.		EACH	
68	16176	CONNECTOR LAERDAL V-VAC SUCTION UNIT DOUBLE MALE CONNECTORS, PACK OF 10 EACH, NO SUBS.		PACK	
69	16177	ADAPTER TIPS, LAERDAL V-VAC REPLACEMENT ADAPTER TIPS, SUCTION UNIT, 4 EACH PER PACK, NO SUBS.		PACK	
70	16178	CATHETERS LAERDAL V-VAC CATHETERS, SHORT, SUCTION UNIT, 8", 18FR, 4 EACH PER PACK, NO SUBS.		PACK	
71	16179	CARTRIDGE LAERDAL V-VAC REPLACEMENT CARTRIDGE FOR SUCTION UNIT,NO SUBS.		EACH	

72	16182	INFUSION SET, WINGED, SURSHIELD SAFETY WINGED INFUSION SETS, TERUMO, 23ga x 3/4, 3.5" TUBING, SV*S23BLS, PACKED: 50/BOX, NO SUBS.		BOX	
73	16183	BITE BLOCK - TONGUE DEPRESSOR, UNBREAKABLE, ONE PIECE, EACH PACKAGED IN SANITARY BAG.		EACH	
74	16186	GAUZE PETROLATUM, NON-ADHERING, LATEX FREE, FOIL PACKAGE, STERILE, 3" X 9", DERMA DKC 20056, NO SUBS.		BOX	
75	16187	BANDAGE CONFORMING, GAUZE, SOF- FORM, STERILE, 4" X 75", MEDLINE #NON 25498, 12/BOX.		BOX	
76	16189	ICE PACK, FILLABLE, SMALL WITH VELCRO STRAPS, SECURE-ALL, LATEX FREE, 5" X 12", 15 PER BOX, KIMBERLY CLARK #33595, NO SUBS.		BOX	
77	16191	WATER STERILE FOR IRRIGATION, USP SEALED OUTER CLOSURE, STERILE SCREW ON INNER CAP, BAXTER, 500 ML, 18 PER CASE, NDC #0338-0004-03.		CASE	
78	16216	NEEDLE HYPODERMIC, REGULAR BEVEL, 18G X 1 1/2", STERILE, 100/BOX, BECTON DICKINSON, NO SUBS.		BOX	
79	16217	NEEDLE HYPODERMIC, REGULAR BEVEL, 21G X 1 1/2", STERILE, 100/BOX, BECTON DICKINSON, NO SUBS.		BOX	
80	16218	CANNULA INTERLINK VIAL ACCESS, 15 GAUGE, NEEDLESS ACCESS OF A SINGLE DOSE VIAL, BECTON DICKINSON, 303367, NO SUBS, 100/BOX.		BOX	
81	16221	MASK 3M HEALTH CARE PARTICULATE RESPIRATOR AND SURGICAL MASK 1860, NIOSH APPROVED N95, FDA CLEARED, FLUID RESISTANT AND DISPOSABLE, 120/CASE, 3M ITEM ID70070612364, NO SUBS.		CASE	
82	16222	LANCET ACCU-CHEK SAFE-T-PRO LANCET, SINGLE USE, 200/BOX, ROCHE DIAGNOSTICS #03448622001, NO SUBS.		BOX	

83	16242	SEAL DRAW TIGHT, RED, AVERAGE BREAKING STRENGTH 15 LB., PRINTABLE AREA (CAN BE WRITTEN ON W/PERMANENT MARKER), MADE OF NYLON, 100/PKG, 7-7/8" LENGTH, HEALTH CARE LOGISTICS #7951, NO SUBS.		PKG	
84	16243	SEAL DRAW TIGHT, YELLOW, AVERAGE BREAKING STRENGTH 15 LB., PRINTABLE AREA (CAN BE WRITTEN ON W/PERMANENT MARKER), MADE OF NYLON, 100/PKG., 7-7/8" LENGTH, HEALTH CARE LOGISTICS #7952, NO SUBS.		PKG	
85	16244	SEAL DRAW TIGHT, BLUE, AVERAGE BREAKING STRENGTH 15 LB., PRINTABLE AREA (CAN BE WRITTEN ON W/PERMANENT MARKER), MADE OF NYLON, 100/PKG, 7-7/8" LENGTH, HEALTH CARE LOGISTICS #7953, NO SUBS.		PKG	
86	16250	LUBRICANT STERILE LUBRICATING JELLY, FOIL PACK, 2.7 GRAM, MEDLINE, 144.BOX.		BOX	
87	16251	PADS ABDOMINAL, ABD PADS, STERILE, LATEX FREE, 5" X 9", MEDLINE, 25/BOX.		BOX	
88	16252	BANDAGE NON-STERILE MATRIX ELASTIC BANDAGES, 4" X 5 YD., VELCRO, LATEX FREE, 10/BOX, MEDLINE #MDS087004LF.		BOX	
89	16253	BANDAGE NON-STERILE, MATRIX ELASTIC BANDAGES, 2" X 5 YD., VELCRO, LATEX FREE, 10/BOX, MEDLINE ITEM MDS087002LF.		BOX	
90	16258	REMOVER, NAIL POLISH REMOVER PADS, 100/BOX, MEDLINE OR EQUAL		BOX	
91	16261	TAPE TRANSPSORE SURGICAL TAPES, 3M HEALTHCARE, CLEAR, POROUS, HYPOALLERGENIC, 1" X 10 YDS, 12/BOX, NO SUBS.		BOX	
92	16262	BANDAGES CURITY ADHESIVE, FLEXIBLE, 2" X 3 1/2", 50/BOX, KENDALL HEALTHCARE, PRODUCT #44102, NO SUBS.		BOX	
93	16263	BANDAGES CURITY ADHESIVE, FLEXIBLE, CLOTH, 1", 50/BOX, KENDALL HEALTHCARE, PRODUCT #44101, NO SUBS.		BOX	

94	16264	BAGS SMARTSAFE PROPERTY BAGS, 315 MM X 275 MM, SMALL SIZE, DESIGNED TO SECURE, TRACK AND RETURN PERSONAL BELONGINGS, (JEWELRY, MEDICATION, DENTURES), 25/BOX, TSG ASSOCIATES ITEM, NO SUBS.		BOX	
95	16265	TOURNIQUET C-A-T, COMBAT APPLICATION TOURNIQUET, 6.5" L X 2.4" W X 1.5" D, BLACK, NSN #6515-01-521-7976, NO SUBS.		EACH	
96	16268	CLIPPER 3M SURGICAL, CLIPPER STARTER KIT 9667L, KIT CONTAINS 9661L BODY AND 9662L CHARGER STAND, NO SUBS.		EACH	
97	16272	CATHETER ANGIOCATH, 14 GAUGE, 3.25", STERILE, BECTON DICKINSON ITEM #BD382268, 10/BOX.		BOX	
98	16273	SODIUM CHLORIDE 0.9%, 10ML PREFILLED SYRINGE WITH LUER LOCK INDIVIDUALLY PACKAGED, 30 PER BOX, BECTON DICKINSON ITEM #BD306546, NO SUBS.		BOX	
99	16287	GAUZE SPONGES, 12 PLY, 4" X 4", STERILE, LATEX FREE, USP TYPE VII, 50/BX, MEDLINE.		BOX	
100	16300	MASK ADULT 3IN1, INCLUDES MASK WITH FLAPPER VALVE, 7' OXYGEN SUPPLY TUBING & OXYGEN CONNECTOR, ADJUSTABLE NOSE CLIP, 750ML RESERVOIR BAG, HUDSON RCI-TELEFLEX MEDICAL ITEM #1061, INDIVIDUALLY PACKAGED 50/CASE.		CASE	
101	16301	MASK PEDIATRIC NON REBREATHING WITH SAFETY VENT, ADJUSTABLE NOSE CLIP, 750ML RESERVOIR BAG COMPLETE WITH 7' OXYGEN SUPPLY TUBING, HUDSON RCI TELEFLEX MEDICAL ITEM #1058, INDIVIDUALLY PACKAGED 50/CASE.		CASE	
102	16302	MASK INFANT HIGH CONCENTRATION WITH 7' TUBING, HUDSON RCI- TELEFLEX MEDICAL ITEM #395407, INDIVIDUALLY PACKAGED, 50/CASE.		CASE	

103	16303	MASK AEROSOL ELONGATED PEDIATRIC, HUDSON RCI-TELEFLEX MEDICAL ITEM #1085, INDIVIDUALLY PACKAGED, 50/CASE.		CASE	
104	16304	MASK AEROSOL ELONGATED ADULT, HUDSON RCI-TELEFLEX MEDICAL ITEM #1083, INDIVIDUALLY PACKAGED, 50/CASE.		CASE	
105	16305	NEBULIZER SMALL VOLUME NEBULIZERS MICRO MIST, CONTAINS: NEBULIZER, TEE, MOUTHPIECE, RESERVOIR TUBE, 7' TUBING, STANDARD CONNECTOR, HUDSON RCI-TELEFLEX MEDICAL ITEM #1883, INDIVIDUALLY PACKAGED, 50/CASE. NO SUB		CASE	
106	16306	MASK TRACHEOSTOMY PEDIATRIC, HUDSON RCI-TELEFLEX MEDICAL ITEM #1076, MASKS ARE INDIVIDUALLY PACKAGED 50/CASE.		CASE	
107	16307	MASK TRACHEOSTOMY ADULT, HUDSON RCI-TELEFLEX MEDICAL ITEM #1075, MASKS ARE INDIVIDUALLY PACKAGED 50/CASE.		CASE	
108	16308	HUMIDIFIERS AQUAPAK, RESERVOIR BOTTLES HAVE BUILT-IN OXYGEN TUBING CONNECTORS, AQUAPAK 340ML KIT, 340ML OF STERILE WATER, INCLUDES 000-40 HUMIDIFIER ADAPTOR, HUDSON RCI-TELEFLEX MEDICAL ITEM #003-40, INDIVIDUALLY PACKAGED 20/CASE.		CASE	
109	16309	CANNULA SOFTECH NASAL, ADULT, 7' STAR LUMEN TUBING, STANDARD CONNECTOR, HUDSON RCI-TELEFLEX MEDICAL ITEM #1820, INDIVIDUALLY PACKAGED, 50/CASE.		CASE	
110	16310	CANNULA SOFTECH NASAL, PEDIATRIC, 7' STAR LUMEN TUBING, STANDARD CONNECTOR, HUDSON RCI-TELEFLEX MEDICAL ITEM #1838, INDIVIDUALLY PACKAGED, 50/CASE.		CASE	

111	16376	SHARP CONTAINER, SHARPS DART, SHARPS CONTAINER WITH ONE TIME LOCKABLE SEAL, 6.5", CURAPLEX, 24/CASE, #64250		CASE	
112	16377	COLD PACK, STANDARD COLD PACK, 5.75" X 9", LATEX FREE, MEDLINE,24/CASE.		CASE	
113	16380	SPLINT SAM SPLINT, XL, 5.5" X 36", WATERPROOF, REUSABLE, FLATFOLD,RADIOLUCENT SAM MEDICAL PRODUCTS #SP1121XL, 32 PER CASE, NO SUBS		CASE	
114	16382	CPAP SYSTEM, FLOW-SAFE II, DISPOSALE, LATEX FREE, BUILT IN MANOMETER & PRESSURE RELIEF VALVE, LARGE ADULT MASK, HEAD HARNESS, 7' OXYGEN TUBING, BLUE PACKAGE, MERCURY MEDICAL #10-57209, 5 PER BOX, NO SUBS.		BOX	
115	16383	CPAP SYSTEM, FLOW-SAFE II, DISPOSABLE, LATEX FREE, BUILT IN MANOMETER & PRESSURE RELIEF VALVE, SMALL ADULT MASK, HEAD HARNESS, 7' OXYGEN TUBING, GREEN PACKAGE, MERCURY MEDICAL #10-57210, 5 PER BOX, NO SUBS.		BOX	
116	16407	GAUZE QUIKCLOT, QUIKCLOT COMBAT GAUZE LE, 3" X 4 YARDS, Z-FOLDED, SOFT, WHITE, NONWOVEN, HYDROPHILIC GAUZE IMPREGNATED WITH KAOLIN, ITEM #350, IS PACKAGED IN AN EASY-TEAR POUCH, CONTAINS AN X-RAY DETECTABLE STRIP FOR EASY IDENTIFICATION AND HAS FIVE YEAR EXPIRATION, EACH, NO SUBS.		EACH	
117	16409	GAUZE BANDAGE, STERILE, LATEX FREE, BULKEE II, 4.5" X 4.1 YARDS, MEDLINE #NON25865, 100/CASE.		CASE	
118	16410	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 20 FR, 10/BOX.		BOX	

119	16411	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 22 FR, 10/BOX.		BOX	
120	16412	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE,INDIVIDUALLY PACKAGED, SIZE 24 FR, 10/BOX.		BOX	
121	16414	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 28FR, 10/BOX.		BOX	
122	16415	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 30 FR, 10/BOX.		BOX	
123	16416	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE INDIVIDUALLY PACKAGED, SIZE 32FR, 10/BOX.		BOX	
124	16417	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 34FR, 10/BOX.		BOX	
125	16418	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 36FR, 10/BOX.		BOX	
126	16419	SYRINGE DISPOSABLE, WITH 1/5ML GRADUATION, STERILE, SINGLE USE,10ML BD LUER-LOK TIP, BECTON DICKINSON ITEM 309604, 100/BOX, NO SUBS.		BOX	
127	16420	SYRINGE DISPOSABLE, HAS 1 ML, 3/4 OZ. IN 1/8 OZ GRADUATION, STERILE SINGLE USE, 20 ML BD LUER-LOK TIP, BECTON DICKINSON #302830, 48/BOX, NO SUBS.		BOX	
128	16421	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 26 FR, 10/BOX.		BOX	
129	16422	SYRINGE WITH DETACHABLE NEEDLE, 23G X 1" BD ECLIPSE HYPODERMIC NEEDLE WITH PIVOTING SHIELDING MECHANISM, 3 ML BD LUER-LOK, BECTON DICKINSON #305782, 50/BOX, NO SUBS.		BOX	

130	16423	SYRINGE WITH DETACHABLE NEEDLE, 27G X 1/2", BD ECLIPSE HYPODERMIC NEEDLE WITH PIVOTING SHIELDING MECHANISM, 1 ML BD LUER-LOK, BECTON DICKINSON #A305789, 50/BOX, NO SUBS.		BOX	
131	16424	SUCTION UNIT, MECONIUM ASPIRATOR, SINGLE HAND, THUMB PORT, NEOTECH PRODUCT, ELIMINATES MOUTH SUCTIONING OF MECONIUM OF NEWBORNS, 40/BOX, NO SUBS.		BOX	
132	16425	CATHETER SUCTION, COILED, GRADUATED WITH CONTROL TIP, FROSTED SURFACE, KINK RESISTANT, SIZE: 8 FRENCH, 50 PER CASE.		CASE	
133	16426	CATHETER SUCTION, COILED, GRADUATED WITH CONTROL TIP, FROSTED SURFACE, KINK RESISTANT, SIZE: 10 FRENCH, 50 PER CASE.		CASE	
134	16428	CATHETER SUCTION, COILED, GRADUATED WITH CONTROL TIP, FROSTED SURFACE, KINK RESISTANT, SIZE: 14 FRENCH, 50 PER CASE.		CASE	
135	16429	CATHETER SUCTION, COILED, GRADUATED WITH CONTROL TIP, FROSTED SURFACE, KINK RESISTANT, SIZE: 16 FRENCH, 50 PER CASE		CASE	
136	16430	CATHETER SUCTION, COILED, GRADUATED WITH CONTROL TIP, FROSTED SURFACE, KINK RESISTANT, SIZE: 18 FRENCH, 50 PER CASE.		CASE	
137	16431	YANKAUER, STANDARD BULB TIP WITH CONTROL VENT, SINGLE USE, STERILE, DYNAREX, 50/CASE, NO SUBS.		CASE	
138	16432	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 40MM, SIZE 4, PINK50 PER BAG, DYNAREX OR EQUAL.		CASE	
139	16433	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 50MM, SIZE 5, LT. BLUE 50 PER BAG, DYNAREX OR EQUAL.		CASE	

140	16434	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 60MM, SIZE 6, BLACK 50 PER BAG, DYNAREX OR EQUAL.		CASE	
141	16435	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 70MM, SIZE 7, WHITE 50 PER BAG, DYNAREX OR EQUAL.		CASE	
142	16436	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 80MM, SIZE 8, GREEN 50 PER BAG, DYNAREX OR EQUAL.		CASE	
143	16437	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 90MM, SIZE 9, YELLOW 50 PER BAG, DYNAREX OR EQUAL.		CASE	
144	16438	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 100MM, SIZE 10, PURPLE 50 PER BAG, DYNAREX OR EQUAL.		CASE	
145	16439	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 110MM, SIZE 11, ORANGE 50 PER BAG, DYNAREX OR EQUAL.		CASE	
146	16442	RESTRAINTS LIMB, ADULT, WRIST/ANKLE, 2 D-RINGS, ADJUSTABLE, DISPOSABLE, POLY, WHITE, 48 PER CASE, NO SUBS.		CASE	
147	16443	SHEET BURN, LARGE, 60" X 96", STERILE, TO PROTECT PATIENT FROM INFECTION, DISPOSABLE, NON-WOVEN, LAMINATED TISSUE FIBERS, RESISTANT TO TEARING, 12 PER CASE.		CASE	
148	16444	CATHETER SUCTION, COILED, GRADUATED WITH CONTROL TIP, FROSTED SURFACE, KINK RESISTANT, SIZE: 12 FRENCH, 50 PER CASE.		CASE	
149	16445	BANDAGE TRIANGULAR, LATEX FREE, POLYBAGGED, 2 SAFETY PINS, 40" X 40" X 56", 12/CASE.		CASE	
150	16447	BLADE 3M SINGLE-USE PIVOTING BLADE 3M #9660, ASSEMBLY FOR CLIPPER 9661L, 50/CASE. NO SUBS.		CASE	

151	16469	BLANKET 100% POLYESTER, DISPOSABLE, GRAY, 60" X 80", DYNAREX 24/CASE, NO SUBS.		CASE	
152	16471	BANDAGE EMERGENCY, FIRST CARE, WHITE, 4" COMPRESSION, STERILE, 100 PER CASE, NO SUBS.		CASE	
153	16472	GLUCOSE 15, ORAL GLUCOSE GEL, 15G GLUCOSE PER TUBE, 3 TUBES PER PACK, 12 PACKS PER CASE, GRAPE FLAVOR, NDC #0574-0070-30, OR EQUAL.		CASE	
154	16474	GLUCOSE 15, ORAL GLUCOSE GEL, 15G, GLUCOSE PER TUBE, 3 TUBES PER PACK, 12 PACKS PER CASE, LEMON FLAVOR, NDC #0574-0069-30, NO SUBS.		CASE	
155	16484	TRANSPORT UNIT, GRAHAM MEGAMOVER, WHITE WITH 14 HANDLES 1000 LB CAPACITY, 40" X 80", 10 PER CASE, NO SUBS.		CASE	
156	16488	CUFF BLOOD PRESSURE, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL 300 mmHg MANOMETER, CHROME PLATED BRASS AIR RELIEF VALVE, LEATHERETTE CARRYING CASE, CHILD, ADC #760-9CBK, NO SUBS.		EACH	
157	16503	PEDIA TAPE PEDIATRIC EMERGENCY MEASURING TAPE, COLOR-CODED, LAMINATED, MEASURE LENGTH AND ESTIMATE WEIGHT, COMPATIBLE WITH THE MOST-RECENT BROSELOW TAPE, NO SUBS.		EACH	
158	16505	CONNECTOR 02, NIPPLE/NUT, SWIVEL, GREEN, BARB ADAPTER, FOR CONNECTING OXYGEN MASKS OR CANNULA TO OXYGEN FLOWMETER, 50/BAG.		BAG	
159	16513	CANISTER, SUCTION, HI-FLOW SUCTION CANISTERS WITH AEROSTAT FILTERS AND FLOAT VALVE SHUTOFF, 800CC WITH 6' CONNECTING TUBE, BEMIS, PRODUCT #8002K 055, 50/CASE, NO SUBS.		CASE	
160	16514	TUBE, VACUUM, LAERDAL SUCTION UNIT, LCSU 4, LAERDAL #886106, EACH, NO SUBS.		EACH	

161	16517	NASAL ATOMIZER, INTRANASAL MUCOSAL ATOMIZATION DEVICE, LMA MAD NASAL, TELEFLEX #MAD300, 25/BOX.		BOX	
162	16523	SENSI WRAP, DYNAREX, SELF-ADHERENT, LATEX FREE, 2" X 5 YDS, RAINBOW COLOR, 36 PER CASE, NO SUBS.		CASE	
163	17377	STETHOSCOPE PLATINUM PEDIATRIC, ADSCOPE 614, PEDIATRIC, OVERALL LENGTH 30.5", ADC (AMERICAN DIAGNOSTIC CORPORATION) ITEM #614P, COLOR-PINK, NO SUBS.		EACH	
164	17518	SODIUM CHLORIDE, 0.9% SODIUM CHLORIDE INJECTION USP 500 ML BAG (24/CASE) BRAND OR MANUFACTURER MAY BE BRAUN, BAXTER, OR HOSPIRA. NO SUBS.		CASE	
165	17519	TUBING ADAPTER, HUDSON RCI (MFR#1423), 22 MM 10 X 5-7 MM TAPERED NIPPLE, 50/CASE. NO SUBS.		CASE	
166	17520	02 MAX BITRAC ED MASK, W/NEB, ADULT LG, W/3-SET VALVE, OHMEDA CONNECTOR, FIXED FLOW, 10 EA/CS. PULMODYNE. NO SUBS.		CASE	
167	17521	02 MAX BITRAC ED MASK, W/NEB, ADULT MED, W/3-SET VALVE, OHMEDA CONNECTOR, FIXED FLOW, 10EA/CS. PULMODYNE. NO SUBS.		CASE	
168	17522	CPAP/CAPNOGRAPHY KIT, 02 MAX NEB BITRAC ED MASK, ADULT LG, 3-SET, OHMEDA CONNECT, C02 SAMPLING LINE. PULMODYNE. NO SUBS.		CASE	
169	17523	CPAP/CAPNOGRAPHY KIT, 02 MAX NEB BITRAC ED MASK, ADULT MED, 3-SET, OHMEDA CONNECT, C02 SAMPLING LINE. PULMODYNE. NO SUBS.		CASE	
170	17728	WIPE, GERMICIDAL, SUPER SANI-CLOTH GERMICIDAL DISPOSABLE WIPE, LARGE CANISTER, CONTAINS 160 WIPES, 6" x 6.75", P. D. I., SKU #Q55172, CASE, 12 CANISTERS PER CASE, NO SUBS.		CASE	
171	16188	GAUZE SPONGE, 4"X4", 4 PLY, NON-STERILE, 200/PACK, MEDLINE NON25444.		PACK	

172	17666	STAT-PADZ II ELECTRODE, 12/CASE, ZOLL - 8900-0802-01.		CASE	
173	17663	FILTERLINE SET (ADULT/PEDIATRIC), (25 PER BOX) - ZOLL 8300-0520-01. DISCONTINUED **REPLACED WITH ZOLL 8300-000208		BOX	

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: January 13, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order(s) to Precision Delta Corp for 9mm Luger ammunition for MPD.

Amount of Contract:
Total equals $109,177.59

Funding Source
General fund

ATTACHMENTS:
1. 20251219 Precision Agenda Package POs

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 6 January 2026 (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(s) to Precision Delta Corp

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order(s) to Precision Delta Corp for 9mm Luger ammunition for MPD.

General fund,

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $109,177.59

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: AL state contract

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

How many bidders submitted bids (if applicable): na

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

_____

_____

R E S O L U T I O N

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 requisitions as indicated below and attached herein:

Requisitions	Fiscal Year	Department	Description	Amount	Vendor
3552, 3553, 3554	2026	(1530) POLICE ADMIN SERVICES	9MM LUGER AMMUNITION FOR MPD: 301 CASES OF 124 GRAIN FMJ TRAINING; 150 CASES OF 115 GRAIN FMJ TRAINING; 150 CASES 147 GRAIN DUTY (AL STATE CONTRACT)	$109,177.59	(293984) PRECISION DELTA CORP

Adopted:

_____
City Clerk

Bill To	Requisition 00003552-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1542.1530.0000.0000.47020. Review: Buyer: 910520704 Status: Approved Page 1

Vendor	Ship To
PRECISION DELTA CORP P O BOX 128 RULEVILLE, MS 38771 Tel#662-756-2810 Fax 662-756-2591	POLICE PISTOL RANGE 12251 TANNER WILLIAMS RD MOBILE, AL 36608 Delivery Reference LEE PIERCE Deliver To POLICE PISTOL RANGE 12251 TANNER WILLIAMS RD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/27/25	293984				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes ---			
	AS PER AL STATE CONTRACT MA230000004088 AND QUOTE 206361			
001	AMMUNITION/WINCHESTER, 9MM LUGER, 124 GRAIN FMJ, (TRAINING) (USA9MM) 500 RNDS PER CASE Vendor Item	301.00 CASE	135.09000	40662.09
1	1000.30.15.1530.1542.1530.0000.0000.47020.			40662.09
	Ship To POLICE PISTOL RANGE 12251 TANNER WILLIAMS RD MOBILE, AL 36608			
	Deliver To POLICE PISTOL RANGE 12251 TANNER WILLIAMS RD MOBILE, AL 36608			

Requisition Link

Requisition Total 40662.09

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

Account	Amount	Remaining Budget
1000.30.15.1530.1542.1530.0000.0000.47020.	40662.09	5884766.36

Bill To	Requisition 00003552-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1542.1530.0000.0000.47020. Review: Buyer: 910520704 Status: Approved Page 2

Vendor	Ship To
PRECISION DELTA CORP P O BOX 128 RULEVILLE, MS 38771 Tel#662-756-2810 Fax 662-756-2591	POLICE PISTOL RANGE 12251 TANNER WILLIAMS RD MOBILE, AL 36608 Delivery Reference LEE PIERCE Deliver To POLICE PISTOL RANGE 12251 TANNER WILLIAMS RD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/27/25	293984				POLICE ADMIN SERVICES

Account		Amount	Remaining Budget
SUPPORT SERVICE DIV EXP	EQUIPMENT (LESS THAN $5000)		

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

Activity	Date	Clerk	Comment
Approved	11/19/25	DONALD ROSE	Auto approved by: 910520704
Approved	11/19/25	SANDRA LEWIS	Auto approved by: 910520704
Approved	11/19/25	STEVEN KRONINGER	Auto approved by: 910520704
Approved	11/19/25	SAMANTHA COOLEY	
Approved	11/19/25	ANNE FOLEY	Auto approved by: 910520704
Approved	11/19/25	JOHN PAINE	Auto approved by: 910520704

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00003553-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1542.1530.0000.0000.47020. Review: Buyer: 910520704 Status: Approved Page 1

Vendor	Ship To
PRECISION DELTA CORP P O BOX 128 RULEVILLE, MS 38771 Tel#662-756-2810 Fax 662-756-2591	POLICE PISTOL RANGE 12251 TANNER WILLIAMS RD MOBILE, AL 36608 Delivery Reference LEE PIERCE Deliver To POLICE PISTOL RANGE 12251 TANNER WILLIAMS RD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/27/25	293984				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes ----------			
	AS PER AL STATE CONTRACT MA230000004088 AND QUOTE 206361			
001	AMMUNITION/WINCHESTER, 9MM LUGER, 115 GRAIN FMJ (TRAINING) NO RELOADS, 1000 ROUNDS/CASE, NO SUBSTITUTE. ITEM USA9MMVP Vendor Item	150.00 CASE	270.18000	40527.00
1	1000.30.15.1530.1542.1530.0000.0000.47020.			40527.00
	Ship To POLICE PISTOL RANGE 12251 TANNER WILLIAMS RD MOBILE, AL 36608			
	Deliver To POLICE PISTOL RANGE 12251 TANNER WILLIAMS RD MOBILE, AL 36608			

Requisition Link

Requisition Total 40527.00

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

Account	Amount	Remaining Budget
1000.30.15.1530.1542.1530.0000.0000.47020.	40527.00	5884756.36

Bill To	Requisition 00003553-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1542.1530.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
PRECISION DELTA CORP	POLICE PISTOL RANGE
P O BOX 128	12251 TANNER WILLIAMS RD
	MOBILE, AL 36608
RULEVILLE, MS 38771	
Tel#662-756-2810	Delivery Reference
Fax 662-756-2591	LEE PIERCE
	Deliver To
	POLICE PISTOL RANGE
	12251 TANNER WILLIAMS RD
	MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/27/25	293984				POLICE ADMIN SERVICES

Account		Amount	Remaining Budget
SUPPORT SERVICE DIV EXP	EQUIPMENT (LESS THAN $5000)		

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

Activity	Date	Clerk	Comment
CCancelled	11/19/25	SAMANTHA COOLEY	GL Allocation changed
Approved	11/19/25	DONALD ROSE	Auto approved by: 910520704
Approved	11/19/25	SANDRA LEWIS	Auto approved by: 910520704
Approved	11/19/25	STEVEN KRONINGER	Auto approved by: 910520704
Approved	11/19/25	SAMANTHA COOLEY	
Approved	11/19/25	JAMES NEESE	Auto approved by: 910520704
Approved	11/19/25	ANNE FOLEY	Auto approved by: 910520704
Approved	11/19/25	JOHN PAINE	Auto approved by: 910520704

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00003554-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1542.1530.0000.0000.47020. Review: Buyer: 910520704 Status: Approved Page 1

Vendor	Ship To
PRECISION DELTA CORP P O BOX 128 RULEVILLE, MS 38771 Tel#662-756-2810 Fax 662-756-2591	POLICE PISTOL RANGE 12251 TANNER WILLIAMS RD MOBILE, AL 36608 Delivery Reference LEE PIERCE Deliver To POLICE PISTOL RANGE 12251 TANNER WILLIAMS RD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/27/25	293984				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes ---			
	AS PER AL STATE CONTRACT MA230000004088 AND QUOTE 206361			
001	AMMUNITION/WINCHESTER, 9MM LUGER, 147 GRAIN, T-SERIES (DUTY) (RA9T) 500/CASE Vendor Item	150.00 CASE	186.59000	27988.50
1	1000.30.15.1530.1542.1530.0000.0000.47020.			27988.50
	Ship To POLICE PISTOL RANGE 12251 TANNER WILLIAMS RD MOBILE, AL 36608			
	Deliver To POLICE PISTOL RANGE 12251 TANNER WILLIAMS RD MOBILE, AL 36608			

Requisition Link

Requisition Total 27988.50

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

Account	Amount	Remaining Budget
1000.30.15.1530.1542.1530.0000.0000.47020.	27988.50	5884377.53

Bill To	Requisition 00003554-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1542.1530.0000.0000.47020. Review: Buyer: 910520704 Status: Approved Page 2

Vendor	Ship To
PRECISION DELTA CORP P O BOX 128 RULEVILLE, MS 38771 Tel#662-756-2810 Fax 662-756-2591	POLICE PISTOL RANGE 12251 TANNER WILLIAMS RD MOBILE, AL 36608 Delivery Reference LEE PIERCE Deliver To POLICE PISTOL RANGE 12251 TANNER WILLIAMS RD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/27/25	293984				POLICE ADMIN SERVICES

Account		Amount	Remaining Budget
SUPPORT SERVICE DIV EXP	EQUIPMENT (LESS THAN $5000)		

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

Activity	Date	Clerk	Comment
Approved	11/19/25	DONALD ROSE	Auto approved by: 910520704
Approved	11/19/25	SANDRA LEWIS	Auto approved by: 910520704
Approved	11/19/25	STEVEN KRONINGER	Auto approved by: 910520704
Approved	11/19/25	SAMANTHA COOLEY	
Approved	11/19/25	ANNE FOLEY	Auto approved by: 910520704
Approved	11/19/25	JOHN PAINE	Auto approved by: 910520704

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Ammunition Statewide MA

Type
Master Agreement

Supplier
Precision Delta Corp

Contract Code
MA230000004088

Linked Solicitation
Ammunition - Statewide

Sourcing Number
SRC0000015325

Public Comments
NA

Contact Information

Contract Responsible

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

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
GINGER	STILLIONS	ginger@precisiondelta.com	6627562810
Ginger	Stillions	ginger@precisiondelta.com	6627562810

2 Record(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
7/1/2023

End Date
6/30/2026

Documents

Items

- Master_Agreement_V1.pdf

Item Name	Product Code	UOM
Winchester - Ammunition Discount: 51%	I1_6	0.00 Case

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: January 13, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Spec Seats International Corp for 2,200 folding chairs with storage pallets for Mobile Arena.

Amount of Contract:
$328,100.00

Funding Source
Capital- Mobile Arena FF&E

ATTACHMENTS:
1. 20251224 Specseats Agenda Package POs

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 6 January 2026 (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 Spec Seats International Corp

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Spec Seats International Corp for 2,200 folding chairs with storage pallets for Mobile Arena.

Capital- Mobile Arena FF&E

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $328,100.00

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: BuyBoard 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:

R E S O L U T I O N

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
5886	2026	(3030) REAL ESTATE ASSET MANAGEMENT	2,200 FOLDING CHAIRS PLUS STORAGE PALLETS FOR MOBILE ARENA (BUYBOARD COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$328,100.00	(300129) SPEC SEATS INTERNATIONAL CORP

Adopted:

_____
City Clerk

Bill To	Requisition 00005886-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
SPECSEATS INT'L CORP	REAL ESTATE ASSET MANAGEMENT
15151 S. FIGUEROA ST.	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 547
	MOBILE, AL 36644
GARDENA, CA 90248-1723	
Tel#508 740 1265	
	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
12/23/25	300129				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	Contact Sam Matheny on Cell: 864-245-1917 in regard to delivery.			
001	GS100/#4400 GOLD SERIES FOLDING CHAIR , GANGING BRACKETS, FRONT "K" BRACE, 3" FOAM CUSTION SEWN SEAT, INDEPENDENT UPLIFT SEAT POWDER COAT FRAME FINISH FRAME COLOR-C-10 BLACK VINYL COLOR -C8 NAVY	2200.00 EACH	115.00000	253000.00
	1 2000.80.00.0000.0000.0000.0000.0000.47020. E F201-001 .CAPMATERLS. .			253000.00
	Ship To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			
	Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			
002	TS100 TRUCK SERES STACKING/PALLET CHAIR STORAGE CART, BLACK POWDER COAT FINISH	44.00 EACH	1150.00000	50600.00

Bill To	Requisition 00005886-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47020. Review: Buyer: Status: Released Page 2

Vendor
SPECSEATS INT'L CORP
15151 S. FIGUEROA ST.

GARDENA, CA 90248-1723

Tel#508 740 1265

Ship To
REAL ESTATE ASSET MANAGEMENT
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 547
MOBILE, AL 36644

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
12/23/25	300129				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.0000.47020. E F201-001 .CAPMATERLS. .			50600.00

Ship To
REAL ESTATE ASSET MANAGEMENT
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 547
MOBILE, AL 36644

Deliver To
REAL ESTATE ASSET MANAGEMENT
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 547
MOBILE, AL 36644

003	MISCELLANEOUS DELIVER CHAIR UNBOXED ON STORAGE CARTS. CARTS FULLY ASSEMBLED AND LOADED WITH CHAIRS. NO NEED TO UNBOX CHAIRS OR ASSEMBLE CARTS. SAVES TIME AND LABOR.	1.00 EACH	9500.00000	9500.00
1	2000.80.00.0000.0000.0000.0000.0000.44020. E F201-001 .OPERSUPPLS. .			9500.00

Bill To	Requisition 00005886-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47020. Review: Buyer: Status: Released Page 3

Vendor	Ship To
SPECSEATS INT'L CORP 15151 S. FIGUEROA ST. GARDENA, CA 90248-1723 Tel#508 740 1265	REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644
	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
12/23/25	300129				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644 Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			
004	SHIPPING	1.00 EACH	15000.00000	15000.00
1	2000.80.00.0000.0000.0000.0000.0000.44020. E F201-001 .OPERSUPPLS. .			15000.00
	Ship To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644 Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			

Bill To	Requisition 00005886-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 4

Vendor	Ship To
SPECSEATS INT'L CORP	REAL ESTATE ASSET MANAGEMENT
15151 S. FIGUEROA ST.	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 547
	MOBILE, AL 36644
GARDENA, CA 90248-1723	
Tel#508 740 1265	
	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
12/23/25	300129				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price

Requisition Link

Requisition Total 328100.00

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

Account			Amount	Remaining Budget
E F201-001	.CAPMATERLS.	.	303600.00	10473708.00
E F201-001	.OPERSUPPLS.	.	24500.00	10473708.00

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.		
	24500.00	5819755.35
CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES		
2000.80.00.0000.0000.0000.0000.0000.47020.		
	303600.00	5819755.35
CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (LESS THAN $5000)		

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

Activity	Date	Clerk	Comment
Approved	12/23/25	CARLEEN STOUT	approved!
Approved	12/23/25	CHAD HOLM	Auto approved by: 910518486
Rejected	12/23/25	TIFFANY HOLLINS	Check expense strings.
Queued	12/23/25	CARLEEN STOUT	Check expense strings.
Queued	12/23/25	CHAD HOLM	Check expense strings.
Pending		BRENDA RHODES	Check expense strings.
Pending		TIFFANY HOLLINS	Check expense strings.
Pending		RELYA MALLORY	Check expense strings.
Pending		DONALD ROSE	Check expense strings.
Pending		SANDRA LEWIS	Check expense strings.
Pending		STEVEN KRONINGER	Check expense strings.

Bill To	Requisition 00005886-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47020. Review: Buyer: Status: Released Page 5

Vendor	Ship To
SPECSEATS INT'L CORP 15151 S. FIGUEROA ST. GARDENA, CA 90248-1723 Tel#508 740 1265	REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644
	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
12/23/25	300129				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account		Qty	Unit Price	Net Price
	Pending	SAMANTHA COOLEY		Check expense strings.	
	Pending	JAMES NEESE		Check expense strings.	
	Pending	PATRICIA KENNEDY-JONES		Check expense strings.	
	Pending	REBECCA CRUMPLER		Check expense strings.	
	Pending	ANNE FOLEY		Check expense strings.	
	Pending	JOHN PAINE		Check expense strings.	

Authorized By: _____ Date: _____
Signature

BuyBoard Current Vendors - California

Vendor	Address Line 1	City	State	ZIP	Effective	Expiration	Contract
SPADA Tractor Imports, LLC(E)	400 N McColl Rd Ste. E	McAllen	TX	78501	10/1/2025	9/30/2028	Farm, Livestock, and Ranch Equipment and Products 778-25
Spark Lighting LLC(E)(I)(T)	9135 Spring Branch Dr. #202	Houston	TX	77080	4/1/2023	3/31/2026	Energy Saving Lighting Products 690-23
SpeakEZ Communications LLC(E)(I)(T)	16107 Kensington Drive	Sugar Land	TX	77479	4/1/2023	3/31/2026	Radio Communications and Video Recording Products and Services 696-23
Specialty Advertisers(M)(E)(I)(T)	3664 Commerce Dr	Brownsville	TX	78521	12/1/2023	11/30/2026	Copy-Print and Document Management Services 716-23
SpecSeats Int'l Corp(E)(I)(T)	18601 S. Susana Rd.	Rancho Dominguez	CA	90221	4/1/2025	3/31/2028	Furniture for School, Office, Science, Library and Dormitory 767-25
SpectrumVoIP Inc(M)(E)(I)(T)	7600 Windrose Avenue Suite 350	Plano	TX	75024	2/1/2025	1/31/2028	Telecommunication Products and Services 758-25
Sphero Inc(E)(I)(T)	7121 B Shelby Ave., Dock 85	Greenville	TX	75402	11/1/2024	10/31/2027	Instructional Materials (Non-Adopted) for PK-12, Special Education, & Career and Technology 748-24
Sphero Inc(E)(I)(T)	7121 B Shelby Ave., Dock 85	Greenville	TX	75402	11/1/2024	10/31/2027	Instructional Technology Equipment and Related Services 749-24
Sports Imports Inc(E)(I)(T)	PO Box 21040	Columbus	OH	43221	4/1/2025	3/31/2028	Gymnasium & Outdoor Sport Field Equipment and Supplies 765-25
Sports Venue Padding Inc dba Artistic Coverings(E)(I)(T)	14135 Artesia Blvd Cerritos CA 90703	CERRITOS	CA	90703	4/1/2025	3/31/2028	Athletic & Physical Education Supplies & Equipment 766-25
Stadium Creations(E)(I)(T)	19249 S Cabango Ct.	Porter	TX	77365	9/1/2023	8/31/2026	Musical Instruments, Equipment, Supplies, and Repair 712-23
StageRight Corporation(E)(I)(T)	495 Pioneer Parkway	Clare	MI	48617	4/1/2025	3/31/2028	Furniture for School, Office, Science, Library and Dormitory 767-25
Stages Learning(M)(E)(I)(T)	PO Box 460	Vista	CA	92085	11/1/2024	10/31/2027	Instructional Materials (Non-Adopted) for PK-12, Special Education, & Career and Technology 748-24
Stanbury Uniforms LLC(E)(I)(T)	108 Stanbury Industrial Drive	Brookfield	MO	64628	7/1/2025	6/30/2028	Uniforms and Accessories 773-25
Standard Equipment, LLC(M)(E)(I)(T)	30602 Creek Side Court	Fulshear	TX	77441	12/1/2025	11/30/2028	Construction, Road and Bridge, and Other Related Equipment 788-25
Staples Contract & Commercial LLC dba Staples Business Advantage(E)(I)(T)	15813 Maple Street	Overland Park	KS	66223	10/1/2024	9/30/2027	Custodial Supplies and Equipment 747-24

(M) - MWBE (E) - EDGAR Received (D) - Designated Dealer (I) - No Israel Boycott (T) - No Foreign Terrorist Orgs

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. 2021-485, the Department has reviewed the competitive bidding process used by BuyBoard, a national, intergovernmental purchasing cooperative, created in accordance with Maryland and Rhode Island state statutes, 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 the Texas Association of School Boards, who served as the procurement administrator with BuyBoard's Board of Directors, using established ranking criteria.

Based on the Department's review, the competitive bid process used by BuyBoard 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 BuyBoard, 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 BuyBoard its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, BuyBoard'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,



Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: January 13, 2026

Submitted by:
John Forrester, City Engineer

Sponsored by:
Samantha Ingram, Councilmember, District 2
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve contract amendment with Kimley-Horn and Associates Inc. for additional roadways and miscellaneous repairs.

Amount of Contract:
Original: $227,000.00; Increase: $52,500.00; Revised Contract: $279,500.00

Funding Source
C0914

ATTACHMENTS:
1. 2024-3005-04 Western Bayfront Resurfacing (Kimley-Horn and Associates, Inc.) contract amendment

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

CHANGE ORDER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Engineering DEPT. 3005

DATE OF REQUEST: _____

CHANGE ORDER: ■(when money is available in project's budget; from project to contract)

VENDOR NAME: Kimley-Horn and Associates, Inc

DISTRICT#: Select Item.

DEPT. PROJECT#: 2024-3005-04

REQUEST: Please Select option. $ 52,500.00 from Capital Project#/Title: C0914 Western Bayfront Resurfacing

to contract# 4845.

Total amount of Change Order: $ 52,500.00

Current contract amount: $ 227,000.00

Revised contract amount: $ 279,500.00

Comments: During construction additional roadways & misc. repairs were added to the scope.

Lashay Williams
Employee signature

Approval signature

Created by B. Rhodes 3/15/2022

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis
Council Member Samantha Ingram

WHEREAS, the City entered into a contract dated January 23, 2024 with Kimley-Horn and Associates, Inc. for engineering services on the project known as Western Bayfront Resurfacing, City of Mobile Project No. 2024-3005-04; and

WHEREAS, the Contract amount for the engineering services was based on fee negotiations for the original scope of services between the City of Mobile and Kimley-Hom and Associates, Inc.; and whereas, the current original contract amount totals $227,000.00; and

WHEREAS, during construction, additional roadway corridors in the nearby vicinity were discovered to need timely resurfacing, striping, and miscellaneous repairs; and

WHEREAS, additional scope was therefore added to the project, thereby increasing the engineering services cost by $52,500.00, for a total of $279,500.00; and

WHEREAS, the contract provides on Page 20 that "Total fees to be paid to the ENGINEER shall not exceed $227,000.00, unless authorized by the CITY";

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Council does hereby authorize the additional fee of $52,500.00, for a total of $279,500.00, to be paid to Kimley-Horn and Associates, Inc. for engineering services on the Western Bayfront Resurfacing Project.

Adopted:

_____
City Clerk

CONTRACT AMENDMENT

PROJECT NAME: **WESTERN BAYFRONT RESURFACING**

PROJECT NO: **2024-3005-04**

CONTRACT RESOLUTION NO: **21-060**

TERMS: You are hereby authorized, subject to the provisions of your contract for this project dated **January 23, 2024**, to provide additional Professional Engineering Services in the amount of **$52,500.00.**

ORIGINAL CONTRACT PRICE: **$ 227,000.00**

PROPOSED INCREASE: **$ 52,500.00**

REVISED CONTRACT PRICE: **$ 279,500.00**

City of Mobile

_____
Mayor

_____ (Print)

Accepted by:

_____
Owner/President Authorized Signer

Charles W. Starling III (Print)

KIMLEY-HORN AND ASSOCIATES, INC. CORPORATE SEAL NC

CORPORATE SEAL

Attest:

_____
City Clerk

_____ (Print)

_____
Public Works Deputy Director/
City Engineer

_____ (Print)

Attest:

_____
Witness/Secretary

Emily Pierce (Print)

12/17/2025
Date

EMILY G. PIERCE
NOTARY PUBLIC
ALABAMA STATE AT LARGE

My Commission ends 1/12/2028

JUSTIFICATION FOR CONTRACT AMENDMENT

PROJECT NAME: Western Bayfront Resurfacing

PROJECT NUMBER: 2024-3005-04

The attached amendment number 1 to contract with Kimley-Horn and Associates, Inc.

dated January 23, 2024 is required because of the following:

_____ 1. Unusual and difficult circumstances which arose during the course of the execution of the contract which could not have been reasonably foreseen.

_____ 2. Where competitive bidding for the new work for new money will work to the serious detriment of the awarding authority.

_____ 3. Emergencies arising during the course of the work.

_____ 4. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, etc.

_____ 5. See attached letter.

__X__ 6. Other: Needed for additional work added to the scope of the project.

REMARKS: _____

Tammy Lambeth
ENGINEER OR CONSULTANT

City Engineer

Kimley»Horn

September 11, 2025

Mr. John Forrester, P.E.
City of Mobile
City Engineer
205 Government Street
Mobile, AL 36602

Re: Amendment 01 to Professional Services Agreement

Dear John:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") and The City of Mobile ("Client") entered in a Professional Services Agreement dated January 23, 2024 ("Agreement") concerning Civil Engineering Services: Western Bayfront Resurfacing ("Project").

The parties now desire to amend the Agreement to include services to be performed by Consultant for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

The City of Mobile has requested Kimley-Horn to perform construction administration services for additional roadway sections in near vicinity to the original project corridor. These roadway sections include Old Water Street, South Water Street, Claiborne Street, and South Jackson Street.

Scope of Services

Consultant will provide the services specifically set forth below.

Task 1 – Construction Phase Services (CE&I)

Kimley-Horn, through use of internal staff and qualified DBE subconsultant (if required), will provide professional Construction Administration Services for the civil scope of work. Fees are based on a 3-month construction phase. Services in general include attending site related project meetings, making site visits to observe the quality and quantity of construction, collecting construction material quantification tickets, and preparing daily field observation reports. KH can provide field reports and construction material quantification tickets as requested. Kimley-Horn assumes that during all pavement operations, we will be required to provide staff on-site to observe construction progress.

- KH will provide on-site construction observation services during the construction phase. Consultant will make visits at intervals as directed by Client in order to observe the progress of the Work. Observations shall include spot checking, selective measurement, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the construction documents, and Consultant will keep Client informed of the general progress of the Work.

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- KH shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents.
- KH shall review and respond to requests for information about the construction documents. The Consultant's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Consultant shall prepare and issue supplemental Drawings and Specifications in response to requests for information.
- KH shall, within time limits agreed upon or otherwise with reasonable promptness, render written recommendations on claims, disputes and other matters in question between the Owner and Contractor relating to the execution or progress of this portion of the Project as provided by the construction documents.
- Based on observations and on review of applications for payment and supporting documentation, KH will determine amounts that KH recommends Contractor be paid. Such recommendations will be based on Kimley-Horn's knowledge, information and belief, and will state whether in Kimley-Horn's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. For unit price work, Kimley-Horn's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests. Kimley-Horn's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.
- In connection with Substantial Completion and final payment, KH shall conduct observations as directed by the Client to check general conformance of the completed Work with the requirements of the construction documents and to verify the general accuracy and completeness of the list submitted by the Contractor of site related Work to be completed or corrected related to the establishment of Substantial Completion and final payment.

Fee and Expenses

The following fees are requested for these additional services:

Task	Type	Amount
Task 1 – Construction Phase Services	Lump Sum	$52,500
Amendment 01		**$52,500**

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number

Kimley»Horn

and Kimley-Horn project number.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Best Regards,

KIMLEY-HORN AND ASSOCIATES, INC.



Charles H. Starling III, P.E., BCEE
Associate



Jacob Franklin, P.E.
Project Manager

AGREED AND ACCEPTED:

CITY OF MOBILE

SIGNED: _____

PRINTED NAME:_____

TITLE:_____

kimley-horn.com | 11 North Water Street, Suite 9290, Mobile, AL 36602 | 251-316-2581

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/20/2025

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 Edgewood Partners Insurance Agency 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	**CONTACT NAME:** Jerry Noyola **PHONE (A/C, No, Ext):** 7702207699 **FAX (A/C, No):** **E-MAIL ADDRESS:** greylingcerts@greyling.com
INSURED KIMLASS Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** National Union Fire Ins Co of Pittsburg 19445 **INSURER B :** Allied World Assurance Co (U.S.) Inc. 19489 **INSURER C :** New Hampshire Insurance Company 23841 **INSURER D :** Lloyd's of London 85202 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 247819554 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			GL5268169	4/1/2025	4/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			CA4489663 (AOS) CA2970071 (MA)	4/1/2025 4/1/2025	4/1/2026 4/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			03127930	4/1/2025	4/1/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
C C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC067961230 (AOS) WC013711885 (CA)	4/1/2025 4/1/2025	4/1/2026 4/1/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000
D	Professional Liability			B0146LDUSA2504949	4/1/2025	4/1/2026	Per Claim Aggregate	$2,000,000 $2,000,000

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

Re: KHA Project #142920010 - Western Bayfront Resurfacing Project #2024-3005-04; Jacob Franklin. The City of Mobile is named as an Additional Insured with respects to General & Automobile Liability where required by written contract. The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract. Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Gregg Bachtel

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RESOLUTION

Sponsored by: Mayor Williams S. Stimpson
Councilman William Carroll

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

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

Name of Company: Kimley-Horn and Associates, Inc.

Project Name: Western Bayfront Resurfacing
COM Project# 2024-3005-04

Estimated Cost: $227,000.00

Adopted: JAN 23 2024

City Clerk



WESTERN BAYFRONT RESURFACING

PROJECT NO. 2024-3005-04

ENGINEER:

KIMLEY-HORN AND ASSOCIATES, INC.

STATE OF ALABAMA
CITY OF MOBILE

CONTRACT

This AGREEMENT made and entered into this 23 day of January, 2024, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **KIMLEY-HORN AND ASSOCIATES, INC.** (hereinafter called the "ENGINEER").

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually 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 so assigned to this PROJECT is **KIMLEY-HORN AND ASSOCIATES, 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 CITY ENGINEER either for the Preliminary Design & Investigation Phase, the Design Phase, the Pre-Bid to Pre-Construction Phase, and/or the Construction Phase, as set out in Section III.

DESIGN CONSTRUCTION COST ESTIMATE – The estimated construction cost of the PROJECT as shall be determined by ENGINEER pursuant to Section III. A. herein.

PROJECT – WESTERN BAYFRONT RESURFACING, City of Mobile Project No. 2024-3005-04. This CONTRACT is for engineering design and construction inspection of roadway resurfacing, intersection improvements and associated roadway infrastructure repairs for multiple locations. (See Exhibit A for approximate locations). **The professional engineering services may include advertisement and evaluation of bids; and recommendation of a low bidder and construction inspection services as directed by the CITY ENGINEER.**

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

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 CITY ENGINEER.

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 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 CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of 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.

The scope of work is divided into the following Phases:

A. Design Phase
B. Pre-Bid to Pre-Construction Phase
C. Construction Phase

A. DESIGN PHASE

1. General

Should the CITY ENGINEER request, the ENGINEER shall schedule and conduct monthly meetings with the CITY ENGINEER to provide a status report of design and progress at each meeting. These meetings shall continue until the construction bid date.

2. Preliminary Engineering and General Requirements

Requirements under this task shall include all work necessary to provide all surveys, right-of-way maps and legal descriptions, plans, drawings, specifications, cost estimates, and other documents necessary for the advertisement of bids of the final project.

a. Perform a field evaluation to determine the condition state of the described streets identified in Exhibit A.1. The evaluation will provide inventory information to provide the following criteria; verify the road lengths and widths, identify base and drainage (inlet) failures, curb and gutter deficiencies/types and sizes, ADA corner deficiencies and ADA recommendations, and determine required milling limits. Other information to be obtained during the field evaluation includes obtaining striping scheme and quantities and miscellaneous ROW improvements that should be included to properly resurface streets.

b. Development of a repair schedule and map book for use in the construction contract and bid documents. Includes providing a resurfacing schedule to include infrastructure deficiency tables, special repair details as required, summary of quantities and annotated location maps of infrastructure repairs. All recommendations will be in accordance with the Design and Construction Standards for the City of Mobile and the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition.

c. Preparation of ADA improvement plans as require along the streets identified in Exhibit A.1. This preparation requires the determination of project needs to achieve ADA compliance with City of Mobile Construction Standards and the Federal Highway Administration Design for Accessibility for Public Right of Way, to an extent that is feasible and practical.

d. Preparation of ADA improvement plans as require along the streets identified in Exhibit A. This plan needs to achieve ADA compliance with City of Mobile Construction Standards and the Federal Highway Administration Design for

Accessibility for Public Right of Way, to an extent that is feasible and practical.

e. Deploy Survey Personnel for staking of CITY Right-of-Way when improvements may encroach on private property or when in dispute with property owners.

f. Provide a Preliminary Project Cost Estimate for construction of the PROJECT.

g. Identify all permits required by federal, state and local agencies in order to complete the PROJECT.

h. Prepare a plan outlining the specifications for any necessary subsurface explorations consisting of borings, lab tests and reports as required for design of the PROJECT.

i. Plans shall be provided to each utility at this time. Copy the CITY on all correspondence.

j. Show utilities on the plans, including contact information for each utility. Complete resolution of utility conflicts. Document correspondence.

k. Prepare and submit to the CITY's Engineering Department an erosion control plan that complies with the CITY's Flood Plain Ordinance, Storm Water Drainage Ordinance, and appropriate National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Requirements. The erosion and sediment control (ESC) plan shall be included in the construction plans. The ESC Plan shall include all drainage flow paths and low areas and storm water discharge points (such as inlets, sheet flow, etc.). In addition, design of best management practices (BMPs) to prevent any polluted storm water from leaving the site shall be shown on the plans including location, type, size and quantity for each such BMP (ex: sedimentation pond, berm, etc.). The ESC Plan shall be prepared and signed by a Registered Professional Engineer licensed in the State of Alabama.

l. The City shall deduct the bid price for the preparation and submittal of the erosion control plan from the ENGINEER's final pay request if this item is excluded from the project bid package.

m. If needed, prepare and submit to the CITY's Engineering Department a plan indicating location, type, size of existing trees, and location of any trees to be removed. If necessary, the approved plan, including details for tree protection, shall be presented to the CITY Tree Commission for permitting. The plan shall be included in the construction plans. ENGINEER shall attend Tree Commission Meeting(s), if required by the CITY.

n. Prepare and submit to the CITY's Traffic Engineering Department a Traffic Control Plan that complies with Part VI of the Manual on Uniform Traffic Control Devices, latest edition. The approved plan shall be included in the construction plans.

o. The plans must be designed under the direct supervision of a Registered Professional Engineer licensed in the State of Alabama. The Professional Engineer's signature shall be placed on the Title Sheet and his or her stamp shall be placed on each sheet of the construction plans and on the cover of final design calculations.

3. Plans and Specifications

The ENGINEER shall prepare and submit detailed plans, specifications, Design Construction Estimates, construction contracts, bid documents, and bid proposals as outlined in Section III.A. The ENGINEER shall also submit a booklet of photos that clearly depict the project before and after construction. Plans and contract documents shall include drainage repairs, improvements and repairs to associated infrastructure at the identified project locations shown in Exhibit A.1.

The plans will show all existing and proposed utilities in the project area. The ENGINEER shall provide coordination with all utilities throughout the design stage to ensure that all relocations and service connections are accomplished in a timely manner. The PROJECT will be constructed in accordance with the STANDARD SPECIFICATIONS, and supplemental specifications for any specialized construction included in this PROJECT.

The CITY will review submittals made during the design period. The purpose and scope of these reviews will be to approve the ENGINEER's intermediate payments and to determine CONTRACT compliance for approving fee requests and determining the project costs. The ENGINEER shall exercise his professional judgement, skill, care, experience, diligence and professional expertise to prepare plans and specifications with the degree of care and skill ordinarily used by members of the Engineering profession in this locality. It is not the intent nor is it the responsibility of the CITY to exercise independent engineering judgement or to verify the calculations, assumptions, and engineering judgement employed by the ENGINEER.

a. Plans shall be submitted at the 60% and 100% stages of development. CITY ENGINEER will provide written administrative review comments to the ENGINEER on each submittal for incorporation into the next submittal. The submittals shall be made as per the time limits described below, or the ENGINEER shall submit, in writing, for approval by the CITY ENGINEER, an explanation of delay. Each submittal shall include the review comments and the ENGINEER's written responses from the previous submittal.

   (1) **60% Design Submittal** (approximately 60% completion) shall be made **Eight (8) weeks** after notice to proceed. 60% Map book preparation and repair schedule, summary of quantities, ENGINEER's cost estimate, and applicable permit applications will be submitted. At this point, all utility conflicts should be resolved and proposed re-routing of any utilities should be identified on the plans. Detailed easement documents, both temporary and permanent, shall be submitted.

   (2) **100% Design Submittal** (Issued for Bid Package) shall be made **Three (3) weeks** after 60% comments are received by ENGINEER. Final Design submittal shall be made after all administrative review comments from the 60% review have been addressed and incorporated into the plans and the complete work is ready for advertisement. A final review shall be made by the CITY ENGINEER.

b. All plans, specifications and drawings prepared or created by ENGINEER pursuant to the performance of its obligations hereunder shall become the property of the CITY immediately upon CITY's tender of payment of fees.

c. The project will be designed and constructed in accordance with the STANDARD SPECIFICATIONS. Detailed special provisions are necessary for any item that differs in Description and/or Method of Measurement and/or Basis of Payment from the STANDARD SPECIFICATIONS.

d. Any use of State of Alabama Department of Transportation Standard Drawings in the design of the project will be referred to on the Title Sheet of the plans. A copy of each Standard Drawing used shall be included in the "As Built" plans submitted for final acceptance of the project.

e. All plans, drawings, and other documents (including electronic files or documents) prepared or furnished by ENGINEER pursuant to this CONTRACT are instruments of service for use by the CITY. The CITY shall be provided at least three (3) copies of all plans, drawings, electronic files (one copy CADD and one copy PDF), Excel files, and other documents for information and reference in connection with the use and occupancy of the project by the CITY for present and future needs. Any reuse will be at the CITY's sole risk unless ENGINEER, for compensation to be agreed upon, reviews and adapts such documents. Upon termination or expiration of this CONTRACT, the ENGINEER shall, return to the CITY all documents and records provided by the CITY and those produced, developed or used by the ENGINEER for this project.

B. PRE-BID TO PRE-CONSTRUCTION

1. Upon approval of the bid package and if requested from the CITY, an "Invitation for Bids" will be prepared by the ENGINEER and issued by the CITY ENGINEER. During the bid period and up to the notice of award to the successful bidder, the ENGINEER shall provide the following services:

   a. Assist the CITY ENGINEER in replying to questions from prospective bidders and prepare Addenda to the bid documents as required by the CITY ENGINEER.

   b. Attend bid opening, review bids, prepare bid tabulation, and make recommendations for award to the lowest responsive bidder.

   c. The ENGINEER shall number all proposals serially and record the name of the Contractor and the number of the proposal issued to that Contractor. **The ENGINEER shall check each Contractor to assure each is properly licensed.** A copy of this record will be given to the CITY ENGINEER by the end of the workday proceeding the day of the bid opening. The CITY will not open any bid from a Contractor whose name is not recorded for proposals issued.

   d. The ENGINEER will be present at the bid opening. He should bring copies of the list of prospective bidders with space provided to record their bid. The ENGINEER's estimate of cost of the PROJECT should be indicated on this list.

   e. The current CITY Contract Documents shall be used on this PROJECT. Only additional Special Provisions may be added to these documents to describe special requirements particular to this PROJECT.

f. Upon receipt of the bid documents, the ENGINEER shall review the bids to assure proper bid bonds. The ENGINEER shall also prepare a tabulation of all bidders, and submit a minimum of three copies, including an electronic Excel file, to the CITY ENGINEER along with recommendation of the Contractor submitting the lowest responsive bid, meeting all required specifications.

g. Upon notification of award of the bid by the CITY ENGINEER, the ENGINEER shall prepare five (5) bound sets of contract documents and supply them to the CONTRACTOR. One set of documents will contain the **original** bid documents, with the CONTRACTOR's original signatures. **All 5 sets shall contain original signatures and original seals.** The CONTRACTOR should execute and return these documents to the ENGINEER within ten (10) working days. The ENGINEER should then check these documents for proper bonding, insurance certificates, proper signatures, and seals. If all documents are in order, the ENGINEER should submit all five (5) contract agreements to the CITY ENGINEER for execution by the CITY COUNCIL.

h. 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.

C. CONSTRUCTION PHASE

1. Quality Assurance

a. 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 insure 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

The ENGINEER shall enforce all requirements of the plans and specifications for compliance with quality, quantity, materials, and measurements excluding safety.

a. The ENGINEER shall supply lines and grades for the improvements undertaken, including those for the control of the work. This shall include setting line and grade stakes and control points throughout the PROJECT. The CONTRACTOR shall be responsible for maintenance of the line and grade stakes.

b. The ENGINEER shall inform and coordinate with the material testing firm contracted by the CITY, to perform materials testing and associated services.

c. The ENGINEER shall insure the materials comply with specifications by continuous coordination and communication with the material testing firm assigned by the CITY.

d. The ENGINEER shall review construction invoices, verify quantities, and certify accuracy for submittal to and approval and payment by the CITY.

e. 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 CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of 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 CITY ENGINEER 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 CITY ENGINEER.

f. The ENGINEER shall have a copy of, and be thoroughly familiar with applicable 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 CITY ENGINEER for review and administrative approval.

j. The INSPECTOR will sign all asphalt 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 CITY ENGINEER.

m. Upon written certification by the ENGINEER that the PROJECT has been completed in accordance with the contract documents, the CITY ENGINEER will conduct a final review. Following the CITY ENGINEER'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.

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 CITY ENGINEER 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 CITY ENGINEER. At this time, the CITY ENGINEER will intervene and resolve the dispute. The CITY ENGINEER'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 CITY ENGINEER 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 CITY ENGINEER. 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 E.

IV. 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 completion of construction of the PROJECT encompassed herein or for a period of two (2) years from the date of this CONTRACT, whichever occurs first. The CONTRACT time may be extended by mutual agreement between the CITY and the 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.

V. BASIS OF PAYMENT

Any language to the contrary in this Agreement notwithstanding, all payments to the ENGINEER for professional engineering services as identified in Section V 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 rates stated in the Engineer's Hourly Rates, which is incorporated into this Agreement as Exhibit C. In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the CITY ENGINEER.

A. 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 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 Design Phase services (including On-Site Investigations) in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. Based on the results of the 60% submittal review, ENGINEER shall complete the 100% design. Work performed in Section III.A of this CONTRACT shall not exceed $68,500.00 (Sixty-Eight Thousand Five Hundred Dollars and Zero Cents).

   b. ENGINEER shall perform Pre-Bid to Pre-Construction Phase services in accordance with Section III.B of this CONTRACT. Payment for work performed in Section III.B of this CONTRACT shall not exceed $7,500.00 (Seven Thousand Five Hundred Dollars and Zero Cents).

c. 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 CITY ENGINEER. 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 E for requirements for closing the PROJECT. The Fee Disbursement Schedule attached hereto as Exhibit D, 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 $146,000.00 (One Hundred Forty-Six Thousand Dollars and Zero Cents).

d. 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.

B. ADDITIONAL SERVICES

1. Following award of the Agreement, the CITY shall pay the ENGINEER the expense of additional services, if requested by the CITY, in writing with a NOTICE TO PROCEED. Additional services, if initiated, shall be based on the hourly rates in EXHIBIT C and shall not exceed $5,000.00 (Five Thousand Dollars and No Cents).

2. 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.

C. LIMITATIONS OF ENGINEERING COMPENSATION

Notwithstanding any other provision of this Agreement or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases) to be paid the ENGINEER associated with the above mentioned PROJECT shall not exceed $227,000.00 (Two Hundred Twenty-Seven Thousand Dollars and Zero Cents).

VI. INDEMNITY AND INSURANCE REQUIREMENTS

A. INDEMNIFICATION: 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 Acts of Alabama 2021-318, or subsequent codifications thereof.

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.

B. INSURANCE: 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.

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

1. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
2. Additional Insured - All policies of insurance, except 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.

VII. E-VERIFY

By signing this contract, the contracting parties affirm, for the duration of the CONTRACT, 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 CONTRACT and shall be responsible for all damages resulting therefrom.

VIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by CITY under this contract is City Capital Funds. Said funds are on hand at the time of the execution of this CONTRACT.

IX. 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.

X. 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.

XI. 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.

XII. E-BUILDER

The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: https://app.e-builder.net ENGINEER shall use e-Builder as an essential component to project management with the City of Mobile.

CITY OF MOBILE, A Municipal Corporation

By: _____
William S. Stimpson
Mayor

ATTEST:

By: _____
Its City Clerk

Print: Lisa C. Lambert

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____

Print: Charles H. Starling III

Its: Authorized Representative

Address: 11 North Water Street, Ste. 9290

Mobile, AL 36602

Telephone: 251-751-2527

STATE OF ALABAMA
CITY OF MOBILE

I, SANDRA JORDAN WILSON, a Notary Public in and for said State and County, hereby certify that Charles H. Starling III, whose name as Authorized Representative of Kimley-Horn and Associates, Inc. is signed to the foregoing conveyance and who are known to me acknowledged before me on this day, that, being informed of these contents of the conveyance, he as such officer and with full authority, executed the same voluntary on the day the same bears date.

Given under my hand and notarial seal on this the 5th day of JAN., 2024

Sandra Jordan Wilson
NOTARY PUBLIC

My Commission Expires: JUNE 2, 2027

EXHIBIT A: PROJECT LOCATION



EXHIBIT A: PROJECT LOCATION (CONT'D)

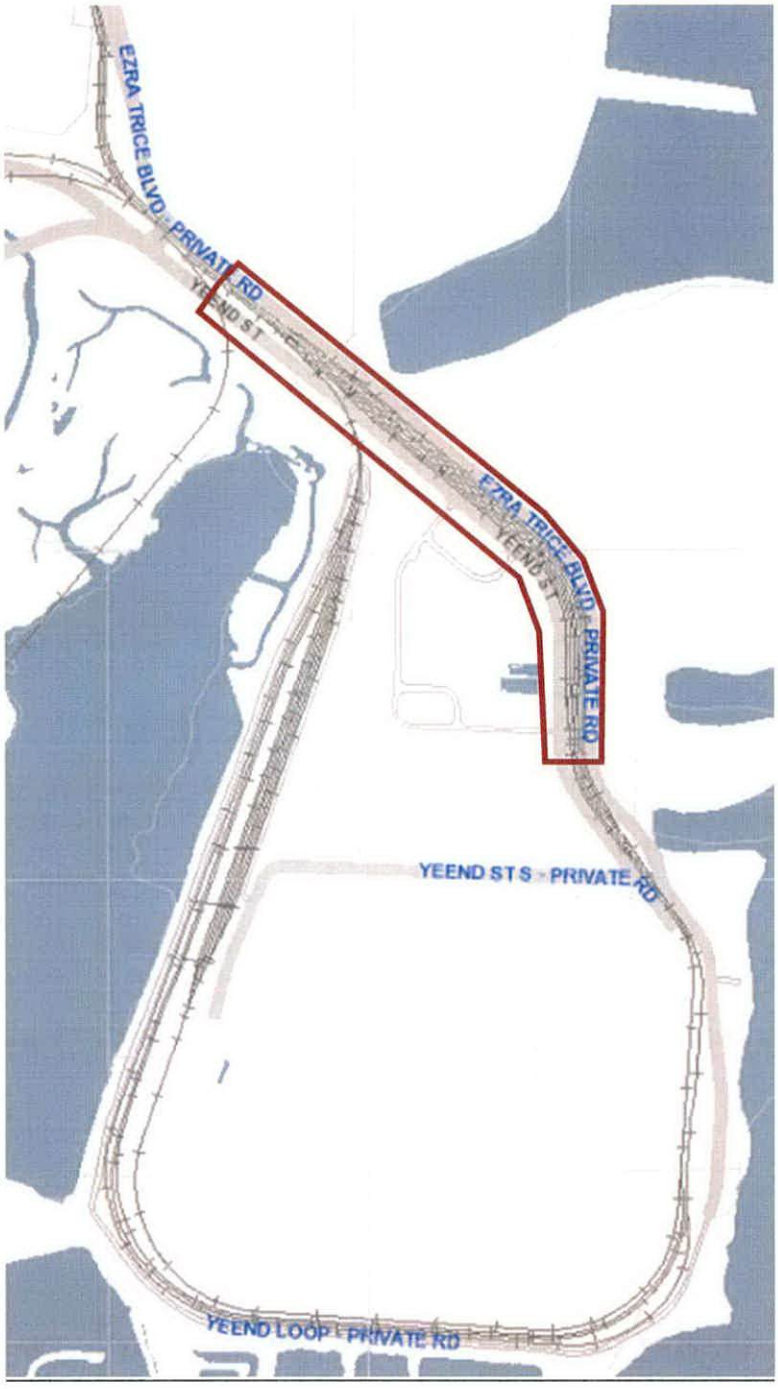


EXHIBIT B: PROJECT ESTIMATE

PROJECT – (See Exhibit A for location.) **WESTERN BAYFRONT RESURFACING,** City of Mobile Project No. **2024-3005-04.**

ESTIMATED PROJECT COST - Construction of the PROJECT is estimated to be **$2,224,600.00 [Two Million Two Hundred Twenty-Four Thousand Six Hundred Dollars and No Cents]**.

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST - Total fees to be paid to the ENGINEER shall not exceed **$227,000.00 [Two Hundred Twenty-Seven Thousand Dollars and Zero Cents]**, unless authorized by the CITY.

CITY DISTRICT: Districts 2

FUNDING SOURCE: C0914 (WESTERN BAYFRONT RESURFACING)

EXHIBIT C: FEE SCHEDULE

ENGINEER'S SUMMARY OF HOURLY RATES

Kimley»Horn

Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	*Rate*
Analyst	$120 - $155
Professional	$155 - $200
Senior Professional I	$195 - $280
Senior Professional II	$265 - $305
Senior Technical Support	$120 - $180
Support Staff	$95 - $115
Technical Support	$105 - $125

Effective through the duration of the attached contract

Subject to annual adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract

EXHIBIT D: ENGINEER'S FEE DISBURSEMENT SCHEDULE

Design Phase	$ 68,500.00
Pre-Bid to Pre-Construction Phase	$ 7,500.00
Construction Phase	$ 146,000.00
Base Contract Amount	**$ 222,000.00**
Additional Services (If requested in writing by the City Engineer)	$ 5,000.00
Total Contract Amount including Additional Services	**$ 227,000.00**

EXHIBIT E: 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
- 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
- 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
- CADD files of drawings
- Pdf's of drawings

EXHIBIT F: INSURANCE CERTIFICATIONS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/21/2023

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

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

PRODUCER Edgewood Partners Ins. Center/Greyling 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): 7702207699 FAX (A/C, No): 7702207699 E-MAIL ADDRESS: greylingcerts@greyling.com
INSURED KIMLASS Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : National Union Fire Ins Co of Pittsburg 19445 INSURER B : Allied World Assurance Co (U.S.) Inc. 19489 INSURER C : New Hampshire Insurance Company 23841 INSURER D : Lloyd's of London 85202 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 715793603 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			GL5268169	4/1/2023	4/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 1,000,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			CA4489663 CA2970071	4/1/2023 4/1/2023	4/1/2024 4/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			03127930	4/1/2023	4/1/2024	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC015893685 (AOS) WC015893686 (CA)	4/1/2023 4/1/2023	4/1/2024 4/1/2024	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liab			B0146LDUSA2304949	4/1/2023	4/1/2024	Per Claim Aggregate	$2,000,000 $2,000,000

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

Re: Western Bayfront Resurfacing Project #2024-3005-04; Jacob Franklin. The City of Mobile is named as an Additional Insured with respects to General & Automobile Liability where required by written contract. The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract. Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Gregg Bradshaw

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EXHIBIT G: SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT AND DBE UTILIZATION REPORT

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 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	Kimley-Horn and Associates, Inc.
Address	11 North Water Street, Suite 9290 Mobile, AL 36602
Telephone	251-680-0548
E-Mail	jacob.franklin@kimley-horn.com

RFP/RFQ Solicitation Number	2024-3005-04
Project Description	Western Bayfront Resurfacing
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 4,623 Female 2,801 Minority 1,953 Non-minority 5,471 SDVO 157 Total #of Employees 7,424

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jacob N. Franklin

Signature: _____ Date: 01/03/2024

Title: Project Manager

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

Name: Jacob N. Franklin Title: Project Manager

Email: jacob.franklin@kimley-horn.com Phone: 251-680-0548

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

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205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd

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

Please Print Company Kimley-Horn and Associates, Inc. Your Bid/Proposal Amount $ 222,000.00 Date: 01/03/2024

01 / 03 / 2024 Description Western Bayfront Resurfacing

Name of Bidder/Proposer: Kimley-Horn and Associates, 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
McCrory and Williams	251-476-4720	Construction Inspection Services	$44,400.00	20%	YES	

30

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.

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

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:
1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

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

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Charles (Chuck) H. Starling, III, P.E. (affiant) who, being duly sworn says as follows:

Authorized Representative
~~President/CEO~~ of Kimley-Horn and Associates, 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 Authorized Representative for Kimley-Horn and Associates, 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 Kimley-Horn and Associates, Inc. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 412062.

Authorized Representative
~~CEO~~ of Kimley-Horn and Associates, Inc.

Sworn to and subscribed before me this the 21st day of December, 2023.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

LORI E. ANDERSON NOTARY PUBLIC FULTON COUNTY, GEORGIA

non-match when comparing the photocopied List B document described in Article II.C.4 with the image generated in E-Verify, the Employer (through the E-Verify Employer Agent) 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.

ARTICLE IV

SERVICE PROVISIONS

The SSA and DHS will not charge the Employer or the E-Verify Employer Agent for verification services performed under this MOU. DHS is not responsible for providing the equipment needed to make inquiries. A personal computer with Internet access is needed to access the E-Verify System.

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 access to E-Verify if it is 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 E-Verify Employer Agent or the Employer, or a failure on the part of either 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 the Employer's performance of its contractual responsibilities.

5. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.4 above.
6. The E-Verify Employer Agent agrees to initiate E-Verify procedures on behalf of the Employer in accordance with the E-Verify Manual and E-Verify Web-Based Tutorial. The E-Verify Employer Agent will query the automated system using information provided by the Employer and will immediately communicate the response back to the Employer. 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 E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. In all cases, the E-Verify Employer Agent will use the SSA verification procedures first, and will use DHS verification procedures only as directed by the SSA verification response.
7. The E-Verify Employer Agent 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 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.

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 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 tentative nonconfirmation.

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 (through the E-Verify Employer Agent), 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 (through the E-Verify Employer Agent) within 10 Federal Government work days of the referral unless it determines that more than 10

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, part 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 , 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 (through their E-Verify Employer Agent) 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 Article II.C.4, 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.4, if the employee's basis

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).

10. 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-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).

11. 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.

12. The Employer agrees that it will use the information it receives from SSA or DHS (through the E-Verify Employer Agent) 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.

13. The Employer acknowledges that the information which it receives through the E-Verify Employer Agent 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.

14. 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

C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.

- 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 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.

5. 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 4 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.

6. The Employer agrees to initiate E-Verify verification procedures (through the E-Verify Employer Agent), for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have 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

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 E-Verify or such other persons or entities who may be authorized by SSA as governed 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 (through the E-Verify Employer Agent) access to selected data from DHS's database to enable the Employer (through the E-Verify Employer Agent) 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 and E-Verify Employer Agent appropriate assistance with operational problems that may arise during the Employer's 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 make available to the Employer (through the E-Verify Employer Agent), 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 (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to

Company ID Number: 21804
Client Company ID Number: 412062

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.

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 E-Verify Employer Agent, the Employer, or their 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 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 E-Verify Employer Agent or the Employer.

F. 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, the Employer and the E-Verify Employer Agent.

Kimley-Horn and Associates, Inc (Employer) hereby designates and appoints **Abso - Sterling Infosystems Company** (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out **Kimley-Horn and Associates, Inc** (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.

E-Verify

Company ID Number: 21804
Client Company ID Number: 412062

Company Name: Kimley-Horn and Associates, Inc

Company Facility Address: 3001 Weston Parkway
Cary, NC 27513

County or Parish: WAKE

Employer Identification Number: 560885616

North American Industry Classification Systems Code: 237

Administrator:

Number of Employees: 1,000 to 2,499

Company ID Number: 21804
Client Company ID Number: 412062

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent and DHS respectively.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer Kimley-Horn and Associates, Inc

Barry Barber	Senior Vice President
Name (Please Type or Print)	Title
Barry Barber	5/2/11
Signature	Date

E-Verify Employer Agent Abso - Sterling Infosystems Company

Bruce King	
Name (Please Type or Print)	Title
Electronically Signed	04/29/2011
Signature	Date

Department of Homeland Security – Verification Division

Name (Please Type or Print)	Title
Signature	Date

Information Required
For the E-Verify E-Verify Employer Agent Program

Information relating to your Company:

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:	Certified DBE: YES NO	Contract Start Date:
DESCRIPTION:		Estimated Completion Date:

This report is for the month of: (CHECK ONE):

JAN FEB MARCH APR MAY JUNE JULY AUG SEPT OCT NOV DEC FINAL _____

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$	$	$	$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS		$	$	$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____, _____ __/__/____
(Title) (Date)

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: January 13, 2026

Submitted by:
Matthew Anderson, Dir Of Public Services

Sponsored by:

Purpose and Scope of Project:
Routeware Contract Amendment *to add cloud-based local government waste management solution (SmartCity) including additional hardware, software, installation and services not exceeding $166,366.00.*

Amount of Contract:
$166,366.00

Funding Source

ATTACHMENTS:
1. ROUTEWARE AMENDMENT SMARTCITY_251222
2. Routeware Resolution_251222 Unsigned

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

AMENDMENT TO THE ROUTEWARE, INC.
MASTER SALES AND LICENSE AGREEMENT

THIS AMENDMENT to the Routeware Master Sales and License Agreement ("Agreement) is entered into on this ___ day of _____, 202__, by and between the City of Mobile, Alabama, a municipal corporation ("City"), and Routeware, Inc., a Delaware corporation ("Company").

RECITALS

A. On August 5, 2021, the City and entered into the 5-year $650,000 Agreement with the Company for software licenses and services, and supporting hardware, for route optimization and fleet automation for garbage collection services ("Agreement").

B. The City now desires to add Company's cloud-based local government waste management solution (SmartCity) to the Agreement including additional hardware, software, installation, and services.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements herein contained, the parties hereby agree as follows:

1. The Agreement is amended to add the SmartCity services, equipment, and software and City agrees to the terms in the attached SmartCity Implementation Quote Number Q-14076, Statement of Work, and Contract Pricing Worksheet.

1. The effective date is March 1, 2026, and the term is three (3) years. The total aggregate compensation authorized under this Amendment, inclusive of all renewal terms, shall not exceed One Hundred Sixty-Six Thousand and Three Hundred Six-Six Dollars ($166,366.00), subject to annual appropriation.

2. Company shall provide updated evidence of insurance meeting all requirements of the original agreement prior to commencement of services under each extended term.

3. Except as modified hereby, all other terms and provisions of the Agreement shall remain unchanged and in full force and effect and are hereby ratified and confirmed by the parties.

4. The City and the Company each represent and warrant to the other that it has full authority to enter into and perform this Amendment and that the persons signing this Amendment on behalf of the Company and the City respectively represent and warrant that he or she has the full and complete authority to bind Company and City, as the case may be, to this Amendment.

5. This Amendment may be executed and delivered in two counterparts, including delivery by facsimile and/or electronic transmission, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals as of the day and year first above written.

ROUTEWARE, INC.

By:_____
Its _____ (title)

STATE OF ALABAMA)
COUNTY OF MOBILE)

I , _____, a notary public in and for said County in said State, hereby certify that _____, whose name as _____, the _____ of **Routeware, Inc.**, is signed to the foregoing document and who is known to me, acknowledged before me on this day that, being informed of the contents of the contract, and with full authority executed the same voluntarily for and as the act of said business enterprise.

Given under my hand this the ____ day of _____, 202__.

_____
Notary Public
My Commission Expires: _____

CITY OF MOBILE

By:_____
Spiro N. Cheriogotis
Its: Mayor

ATTEST:

_____
City Clerk

RESOLUTION

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 to execute and attest, respectively, for and on behalf of the City of Mobile, an Amendment to the Routeware Master Sales and License Agreement between the City of Mobile and Routeware, Inc., as outlined in the Amendment attached hereto and made a part hereof as though set forth in full herein. A copy of said Amendment is on file in the office of the City Clerk.

ADOPTED:

_____
City Clerk

LeMoyne Properties, LLC
550 Saint Michael Street, Suite A
Mobile, AL 36602
(615) 351-6205

October 22, 2025

VIA HAND DELIVERY

CITY CLERK'S OFFICE
MOBILE, AL

WE, OCT 22, PM1:24 RCVD

Mrs. Lisa C. Lambert, City Clerk
City of Mobile
P.O. Box 1827
Mobile, AL 36633

Re: Petition for Vacation of Public Alley at 6 South Franklin Street, Mobile, AL 36602

Dear Mrs. Lambert:

We, the undersigned, being all abutting property owners to the public alley located adjacent to 6 South Franklin Street, Mobile, Alabama 36602, respectfully petition the City of Mobile for the vacation of the public alley described below.

This petition is submitted pursuant to the provisions outlined in the *Procedure for Vacation by Abutting Property Owners of Public Rights-of-Way, Easements, Streets, and Alleys* and Mobile City Ordinance 57-032 (amending Section 57-17) of the Mobile City Code.

Please find enclosed the required documentation for the vacation of the public alley described herein. The packet includes the signatures of all abutting property owners, as well as a map showing surrounding parcels. The only adjoining parcel has a value as set forth below, with all data provided by the Mobile County Revenue Commissioner's Office:

Public Alley at 6 South Franklin Street

- Assessed Value of Land: $8,640.00
- Size: Approximately 888+/- sq. ft.
- Value per Square Foot: $9.73

The alley proposed for vacation contains approximately 888 square feet. In our opinion, the alley should be valued at $1.00 per square foot due to its irregular shape and the fact that it is entirely unusable and unbuildable as a standalone parcel. Accordingly, we estimate its value to be $888.00.

DESCRIPTION OF PUBLIC ALLEY TO BE VACATED

1. **Legal Description of land abutting the alley:**
   COM NW COR CONTI & FRANKLIN STS TH NLY 80 FT(S) TO BEG TH CONT NLY 27 FT(S) TH WLY 110 FT(S) TH SLY 27 FT(S) TH ELY 110 FT(S) TO POB #SEC 40 T4S R1W #MP29 06 40 0 011

2. **Survey and Legal Description of the alley:**
   A survey showing the area to be vacated, including its exact location, square footage, and adjoining tracts of land (attached).

SUPPORTING DOCUMENTATION

The following items are submitted with this petition:

1. **Survey and Description of Public Alley:** Clearly shows the area to be vacated and all adjoining properties – *Exhibit A*
2. **Current Appraised Value:** Unimproved value as determined by the Mobile County Revenue Commissioner – *Exhibit B*
3. **Indemnity Agreement:** Protects the City of Mobile from claims, expenses, and liabilities arising from the vacation – *Exhibit C*
4. **Petition to Assent to Vacation by All Owners:** Formal notarized request affirming no access will be impeded, utilities retain rights, and that the vacation serves the public interest – *Exhibit D*
5. **Declaration of Vacation by All Owners:** Notarized confirmation of all adjacent owners' consent, retention of utility rights, and request for a City resolution – *Exhibit E*
6. **Joint Occupancy Agreement:** Outlines access rights, usage conditions, and dispute resolution protocol; to be recorded with the Mobile County Probate Office – *Exhibit F*
7. **Utility Easements:** Easements reserving all rights necessary for continued utility use in the vacated area – *Exhibit G*
8. **Statement Regarding Utilities:** Confirms there are no existing utilities in the subject area; therefore, no additional easements or rights-of-way are required
9. **Notification Labels:** Three (3) sets of adhesive labels containing the names and addresses of:
   - All abutting property owners
   - Utility providers with known infrastructure in the area
10. **Application Fee:** Check in the amount of $100.00, payable to the City of Mobile

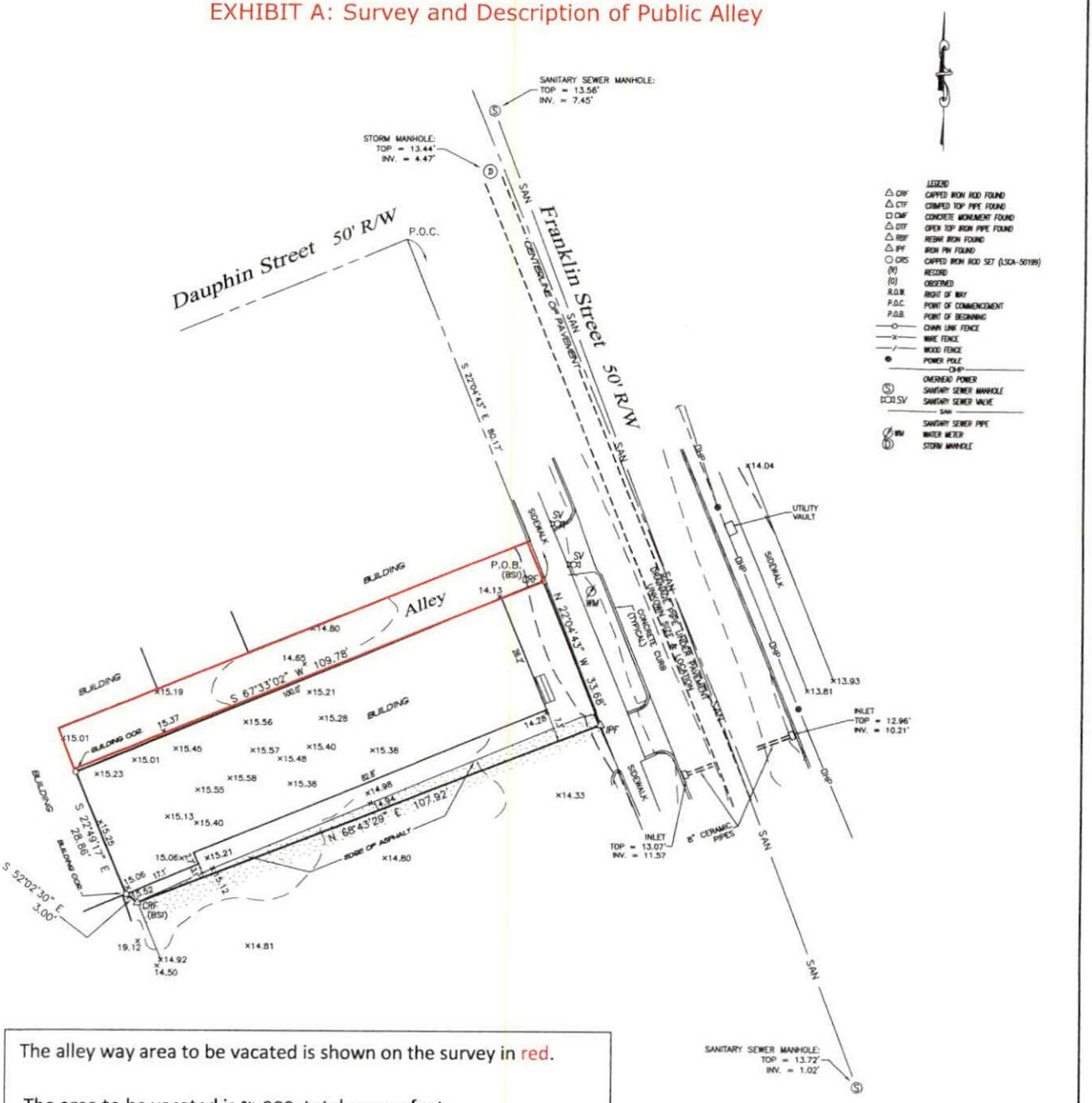
Please let us know if you have any questions or require additional information.

Sincerely,

Mike C. Rogers
Lead Petitioner

Docusign Envelope ID: A8D76E56-7240-460F-8BFC-68FBADAE1ED3

EXHIBIT A: Survey and Description of Public Alley



The alley way area to be vacated is shown on the survey in red.

The area to be vacated is ~ 888 total square feet.

STATE OF ALABAMA
COUNTY OF MOBILE

COMMENCING AT THE SOUTHWEST CORNER OF FRANKLIN STREET AND DAUPHIN STREET; THENCE SOUTH 22° 04' 43" EAST ALONG THE WEST LINE OF FRANKLIN STREET 80.17 FEET TO A POINT ON THE EASTWARD PROJECTION OF A BUILDING FOR THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE SOUTH 67° 33' 02" WEST ALONG SAID PROJECTION AND ALONG THE NORTH FACE OF THE BUILDING AND ALONG THE SOUTH LINE OF AN ALLEY 109.78 FEET TO THE NORTHWEST CORNER OF SAID BUILDING; THENCE SOUTH 22° 49' 17" EAST 28.86 FEET TO THE SOUTHWEST CORNER OF SAID BUILDING; THENCE SOUTH 52° 02' 30" EAST 3.00 FEET; THENCE NORTH 68° 43' 29" EAST 107.92 FEET TO THE WEST LINE OF FRANKLIN STREET; THENCE NORTH 22° 04' 43" WEST ALONG SAID WEST LINE 33.68 FEET TO THE POINT OF BEGINNING.

I HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

MATTHEW ROBERTS, ALABAMA LICENSE NO. 30355

NOTES:
1. TYPE OF SURVEY: BOUNDARY & TOPOGRAPHIC.
2. RECORD DIMENSIONS BASED ON STATUTORY WARRANTY DEED RECORDED IN INSTRUMENT NO. 2024026925 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.
3. THIS DRAWING AND DESCRIPTION DOES NOT REFLECT ANY TITLE OR EASEMENT RESEARCH OTHER THAN WHAT IS VISIBLE OR PROVIDED BY THE CLIENT'S CONVEYANCE. SETBACK LINES ESTABLISHED BY STATUTE, ORDINANCE OR RESTRICTIVE COVENANTS ARE NOT SHOWN.
4. THIS DRAWING IS THE PROPERTY OF SMITH, CLARK & ASSOCIATES OF MOBILE. IT IS SOLELY FOR THE USE OF THE CLIENT NAMED HEREON AND IS NONTRANSFERABLE TO ANY OTHER PARTY. IT MAY NOT BE USED WITHOUT PRIOR CONSENT FROM SMITH, CLARK & ASSOCIATES OF MOBILE.
5. THIS DRAWING IS TO SCALE WHEN PRINTED ON 18X24 PAPER IN PORTRAIT VIEW WITH NO SCALING.
6. FIELD WORK COMPLETED ON DECEMBER 11, 2024.
7. BASIS OF BEARING: BEARINGS ESTABLISHED HEREON ARE REFERENCED TO THE ALABAMA WEST STATE PLANE COORDINATE SYSTEM AND ESTABLISHED BY REAL TIME KINEMATIC GPS OBSERVATIONS MADE USING THE ALDOT CORS NETWORK.
8. ELEVATION ESTABLISHED USING RTK GPS ON ALDOT CORS NETWORK (NAVD 88).
9. CONTOURS RUN AT 0.5' INTERVALS.

PARTY CHIEF: AK	DRAWN: BG	CHECKED: SA	CLIENT: ROGERS & WILLARD, INC.
DATE: 12/17/24	SCALE: 1"=15'		TITLE: BOUNDARY & TOPOGRAPHIC SURVEY 6 S. FRANKLIN STREET MOBILE, ALABAMA
DRAWING NUMBER: 24BS318	FB/PG: N/A		

SMITH CLARK & ASSOCIATES OF MOBILE dba BYRD SURVEYING
2609 Halls Mill Road
Mobile, Alabama 36606
(251) 479-8010
BYRD@BYRDSURVEYING.BIZ

Docusign Envelope ID: A8D76E56-7240-460F-8BFC-68FBADAE1ED3

EXHIBIT B: Current appraised unimproved value, Alley at 6 South Franklin Street per Mobile County Revenue Commissioner:

Mobile County Property Search

Key Number: 762197 For Year 2025

Property Details

Account

Key Number:	762197
Legal Description:	COM NW COR CONTI & FRANKLIN STS TH NLY 80 FT(S) TO BEG TH CONT NLY 27 FT(S) TH WLY 110 FT(S) TH SLY 27 FT(S) TH ELY 110 FT(S) TO POB #SEC 40 T4S R1W #MP29 06 40 0 011
Parcel Number:	2906400011093XXX
Type:	Real
Property Class:	3

Location

Address:	6 S FRANKLIN ST MOBILE, AL 36602-2409

Owner

Name:	LEMOYNE PROPERTIES LLC
Mailing Address:	550 SAINT MICHAEL ST STE A MOBILE , AL 36602-2200
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

Improvement Value:	$47,500
Land Value:	$38,700
Appraised Value:	$86,200
Taxable Value:	$86,200
Assessed Value:	$8,640

VALUES DISPLAYED ARE 2025 VALUES.

Docusign Envelope ID: A8D76E56-7240-460F-8BFC-68FBADAE1ED3

Property record and appraisal information are for appraisal use only and should not be used for any legal purpose or conveyance. Please contact Mobile County Revenue Commission to verify all information for accuracy.

Property Taxing Jurisdiction

Entity	Description	Millage Rate	Taxable Value	Total Estimated Tax With Exemptions
14	DIST SCHOOL	15.500000	$8,640	$133.92
14	FOREST	0.000000	$0	$0.00
14	CITY	7.000000	$8,640	$60.48
14	COUNTY	20.500000	$8,640	$177.12
14	SCHOOL	14.000000	$8,640	$120.96
14	STATE	6.500000	$8,640	$56.16

Total Millage Rate: 63.500000

Property Improvement - Building

Type: 3 **Living Area:** 2,134.00 sqft **Value:** $47,500

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
111	SINGLE FAMILY	E0	BRICK ON MASONRY	0	

Property Land

Type	Description	Acreage	Sqft	Eff Front	Eff Depth	Taxable Value	Prod. Value
52	COMMERCIAL	0.06	2,763.00	0.00	0.00	$38,700	$0

Property Roll Value History

Year	Improvements	Land Market	Appraised	Assessed
2025	$47,500	$38,700	$86,200	$8,640
2024	$46,600	$29,800	$76,400	$15,280
2023	$40,200	$13,800	$54,000	$10,800
2022	$39,100	$13,800	$52,900	$10,580
2021	$36,500	$13,800	$50,300	$10,060
2020	$36,500	$8,300	$44,800	$8,960
2019	$31,700	$8,300	$40,000	$8,000

2018	$31,700	$8,300	$40,000	$8,000
2017	$31,700	$5,900	$37,600	$7,520
2016	$31,600	$5,900	$37,500	$7,500
2015	$27,300	$5,900	$33,200	$6,640
2014	$27,400	$5,900	$33,300	$6,660
2013	$27,400	$5,900	$33,300	$6,660
2012	$27,400	$5,900	$33,300	$6,660
2011	$27,400	$5,900	$33,300	$6,660
2010	$27,300	$5,900	$33,200	$6,640
2009	$28,100	$5,900	$34,000	$6,800
2008	$28,100	$5,900	$34,000	$6,800

Property Deed History

Mobile County Revenue Commission is not allowed to provide deed documentation. Please **click here (https://benchmark.probate.mobilecountyal.gov/LandmarkWeb/Account/LogOn)** to visit Mobile County Probate for deed documentation.

Deed Date	Deed Type	Sale Price	Grantor	Grantee	Sale Type	Number
5/1/2024	2	$250,000	HISTORIC MOBILE LLC	LEMOYNE PROPERTIES LLC	Land & Bldg	2024026675
12/6/2023	7	$250,000	HOFFMAN RONALD DECEASED ESTATE	HISTORIC MOBILE LLC	Land & Bldg	2023071834

about:blank

operty Details

umber:	762197
Description:	COM NW COR CONTI & FRANKLIN STS TH NLY 80 FT(S) TO BEG TH CONT NLY 27 FT(S) TH WLY 110 FT(S) TH SLY 27 FT(S) TH ELY 110 FT(S) TO POB #SEC 40 T4S R1W #MP29 06 40 0 011
l Number:	2906400011093XXX
	Real
rty Class:	3
on	
ss:	6 S FRANKLIN ST MOBILE, AL 36602-2409
:	LEMOYNE PROPERTIES LLC
g Address:	550 SAINT MICHAEL ST STE A MOBILE , AL 36602-2200
otions:	For privacy reasons not all exemptions are shown online.

Property Values

Improvement Value:	$
Land Value:	$
Appraised Value:	$
Taxable Value:	$
Assessed Value:	$

VALUES DISPLAYED ARE 2025 VALUES

Property record and appraisal information are for appraisal use only and should not be used for any legal purpose or conveyance. Please contact Mobile County Revenue Commission to verify information for accuracy.

operty Taxing Jurisdiction

	Description	Millage Rate	Taxable Value	Total Estimated Tax With Exem
	DIST SCHOOL	15.500000	$8,640	$
	FOREST	0.000000	$0	
	CITY	7.000000	$8,640	$
	COUNTY	20.500000	$8,640	$
	SCHOOL	14.000000	$8,640	$
	STATE	6.500000	$8,640	$

Millage Rate: 63.500000



Docusign Envelope ID: A8D76E56-7240-460F-8BFC-68FBADAE1ED3

EXHIBIT C:
Indemnity Agreement with City of Mobile

Indemnity Agreement

This Indemnity Agreement (the "Agreement") is entered into as of 8/4/2025, by and between LeMoyne Properties, LLC., an Alabama corporation (the "Petitioner"), and the City of Mobile, Alabama (the "City").

WHEREAS, the Petitioner has submitted a petition (the "Petition") to the City Clerk of Mobile, Alabama, requesting the vacation of certain public rights-of-way, easements, streets, or alleys (the "Vacated Area"), as described in the Petition; and

WHEREAS, the City requires an indemnity agreement to protect it, its officials, employees, and agents from potential claims, expenses, and liabilities arising from or related to the decision to vacate the Vacated Area;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Indemnity Obligations

The Petitioner agrees to indemnify, defend, and hold harmless the City, its elected and appointed officials, employees, and agents (collectively, the "Indemnified Parties") from and against any and all claims, demands, actions, suits, proceedings, judgments, damages, liabilities, costs, expenses, or attorney's fees (collectively, "Claims") arising out of or related to:

(a) The filing of the Petition; (b) The City's consideration, approval, or denial of the Petition; (c) Any legal challenge or litigation initiated by third parties relating to the decision to vacate the Vacated Area; and (d) The use, possession, or enjoyment of the Vacated Area by the Petitioner or any other party following its vacation.

2. Defense of Claims

(a) The Petitioner shall assume the defense of any Claim brought against the Indemnified Parties upon written notice from the City. (b) The City may, at its sole discretion, participate in the defense of any Claim at its own expense. However, such participation shall not limit the Petitioner's indemnity obligations under this Agreement. (c) The Petitioner shall not settle any Claim without the prior written consent of the City, which shall not be unreasonably withheld.

3. Limitations

(a) This indemnity does not apply to Claims arising from the gross negligence, willful misconduct, or intentional wrongdoing of the Indemnified Parties. (b) The Petitioner's

obligations under this Agreement shall survive the approval or denial of the Petition and the vacation of the Vacated Area.

4. General Provisions

(a) **Entire Agreement:** This Agreement constitutes the entire understanding between the parties regarding the subject matter herein and supersedes all prior agreements, whether written or oral. (b) **Amendments:** This Agreement may only be amended in writing and signed by both parties. (c) **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama. (d) **Severability:** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. (e) **Assignment:** The Petitioner may not assign this Agreement without the prior written consent of the City.

5. Execution

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

LeMoyne Properties, LLC

By: DocuSigned by: MRog 9B0ECFB5B32D4BE...
Name: Mike C. Rogers
Title: Owner

City of Mobile

By: _____
Name: Lisa C. Lambert
Title: City Clerk

Docusign Envelope ID: A8D76E56-7240-460F-8BFC-68FBADAE1ED3

STATE OF ALABAMA

COUNTY OF MOBILE

PETITION TO THE MOBILE CITY COUNCIL FOR ITS ASSENT TO THE VACATION OF A PUBLIC ALLEY AT 6 SOUTH FRANKLIN STREET IN THE CITY OF MOBILE, ALABAMA

Comes now the undersigned, **LEMOYNE PROPERTIES, LLC**, an Alabama limited liability company, **CABANA ROYALE, LLC**, an Alabama limited liability company, and **CHEERFUL CREDIT, LLC**, an Alabama limited liability company, as the owners of all of the land abutting a public alley off of 6 South Franklin Street in the City of Mobile, Alabama and described as follows:

See Exhibit A attached hereto and made a part hereof.

Petitioners submit herewith an executed copy of the Declaration of Vacation, and respectfully pray that the Mobile City Council adopt a resolution assenting to the same in accordance with the provisions of §23-4-20, Code of Alabama, 1975, as amended.

Your Petitioners herein say and show that said property herein described is an unused city alley, that the Petitioners are the owners of the property abutting said alley, that the vacation of this alley will not deny other property owners of any rights they may have to convenient and reasonable means of ingress and egress to and from their property, and that it would be in the best interest of the Mobile City Council to vacate the same.

[Remainder of Page Intentionally Blank]

LEMOYNE PROPERTIES, LLC (abutting landowner to public alley on 6 South Franklin)

Signature: DocuSigned by: 9B0ECFB5B32D4BE...
By: Mike Rogers
Its: Manager

CHEERFUL CREDIT, LLC (abutting landowner to public alley on 6 South Franklin)

Signature: DocuSigned by: 9B0ECFB5B32D4BE...
By: Mike Rogers
Its: Managing Member

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public in and for said county and state, hereby certify that Mike Rogers, whose name as Manage of LEMOYNE PROPERTIES, LLC, and as Managing Member of CHEERFUL CREDIT, LLC, is signed to the foregoing instrument and who is known to me, acknowledged before me on this date that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily on the date the instrument bears.

Given under my hand and seal this the 13th day of October, 2025,

NOTARY PUBLIC
My Commission Expires: 7/5/27

SAMANTHA HEPSTALL NOTARY PUBLIC MY COMMISSION EXPIRES JULY 5, 2027 ALABAMA STATE AT LARGE

55400805 v1

Docusign Envelope ID: A8D76E56-7240-460F-8BFC-68FBADAE1ED3

CABANA ROYALE, LLC (abutting landowner to public alley on 6 South Franklin)

Signature: Tom Townsend 10/1/25
By: Tom Townsend
Its: Co-Manager

Signature: 10/1/25
By: Buzz Jordan
Its: Co-Manager

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public in and for said county and state, hereby certify that Tom Townsend and Buzz Jordan, whose names as Co-Managers of CABANA ROYALE, LLC are signed to the foregoing instrument and who are known to me, acknowledged before me on this date that, being informed of the contents of said instrument, they, as such officers and with full authority, executed the same voluntarily on the date the instrument bears.

Given under my hand and seal this the 1st day of October, 2025,

Makayla B. Goode
NOTARY PUBLIC
My Commission Expires: 6/26/2029

STATE OF ALABAMA NOTARY PUBLIC
MAKAYLA B. GOODE
My Commission Expires
June 26, 2029

55400805 v1

Docusign Envelope ID: A8D76E56-7240-460F-8BFC-68FBADAE1ED3

EXHIBIT A

COM NW COR CONTI & FRANKLIN STS TH NLY 80 FT(S) TO BEG TH CONT NLY 27 FT(S) TH WLY 110 FT(S) TH SLY 27 FT(S) TH ELY 110 FT(S) TO POB #SEC 40 T4S R1W #MP29 06 40 0 011

Docusign Envelope ID: A8D76E56-7240-460F-8BFC-68FBADAE1ED3

STATE OF ALABAMA

COUNTY OF MOBILE

DECLARATION OF VACATION OF PUBLIC ALLEY AT 6 SOUTH FRANKLIN STREET IN THE CITY OF MOBILE, ALABAMA

Comes now the undersigned, **LEMOYNE PROPERTIES, LLC**, an Alabama limited liability company; **CABANA ROYALE, LLC**, an Alabama limited liability company; and **CHEERFUL CREDIT, LLC**, an Alabama limited liability company, as the owners of all of the land abutting a public alley off of 6 South Franklin Street in the City of Mobile, Alabama, and described as follows:

See Exhibit A attached hereto and made a part hereof.

WHEREAS, said parties have requested the City of Mobile, Alabama to assent to the vacation and closing by it, as the abutting property owner, of the alley adjacent to 6 South Franklin Street in the City of Mobile, Alabama; and

WHEREAS, the vacation of the subject alley will not deny other property owners any right they may have to convenient and reasonable means of ingress and egress to and from their property; and

WHEREAS, the abutting landowners request that such alley adjacent to 6 South Franklin Street, which abuts their property, be vacated; and

WHEREAS, said parties, as the abutting landowners, consent to this vacation; and

WHEREAS, the alley to be vacated is located in the City of Mobile, State of Alabama; and

WHEREAS, the same is filed for record herewith;

Docusign Envelope ID: A8D76E56-7240-460F-8BFC-68FBADAE1ED3

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the undersigned, as the owners of the lands abutting said alleyway, hereby declare the alley adjacent to 6 South Franklin Street to be vacated under the authority of § 23-4-20, Code of Alabama, 1975, as amended. This Declaration of Vacation is filed strictly in accordance with said statute and, having been so filed, the alley hereinabove more particularly described on Exhibit A is hereby declared VACATED, subject to the following conditions:

1. The declaration of vacation and the resolution assenting to the vacation of said property, upon adoption by the Mobile City Council, shall be recorded in the Probate Court of Mobile County, Alabama, and a certified copy of the resolution shall be immediately delivered to the Tax Assessor's Plat Room so that the property may be reassessed in the name of the new owners.

2. Spire Gulf, Inc., Alabama Power Company, AT&T, Mobile Area Water & Sewer System (MAWSS), and Comcast Cable Communications, LLC, shall retain all rights and privileges necessary and convenient for the full enjoyment and use of their facilities within and adjacent to the area to be vacated. This includes the right of ingress and egress to and from said facilities, the right to cut and/or trim trees or limbs which, in their sole opinion, would interfere with said facilities, and the right to prohibit any use of the vacated land that would violate the National Electric Safety Code.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this the 22nd day of October, 2025.

[Remainder of Page Intentionally Blank]

LEMOYNE PROPERTIES, LLC

DocuSigned by:
(Abutting landowner to public alley on 6 South Franklin)
Signature: _____
9B0ECFB5B32D4BE...
By: Mike Rogers
Its: Manager

CHEERFUL CREDIT, LLC

DocuSigned by:
(Abutting landowner to public alley on 6 South Franklin)
Signature: _____
9B0ECFB5B32D4BE...
By: Mike Rogers
Its: Managing Member

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public in and for said county and state, hereby certify that Mike Rogers, whose name as Manager of **LEMOYNE PROPERTIES, LLC**, as well as Managing Member of **CHEERFUL CREDIT, LLC**, is signed to the foregoing instrument and who is known to me, acknowledged before me on this date that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily on the date the instrument bears.

Given under my hand and seal this the 13th day of October, 2025.

NOTARY PUBLIC _____
My Commission Expires: 7/5/27

SAMANTHA HEPSTALL
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES JULY 5, 2027

CABANA ROYALE, LLC

(Abutting landowner to public alley on 6 South Franklin)

Signature: Tom Townsend 10/1/25

By: Tom Townsend

Its: Co-Manager

Signature: 10/1/25

By: Buzz Jordan

Its: Co-Manager

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public in and for said county and state, hereby certify that Tom Townsend and Buzz Jordan, whose names as Co-Managers of **CABANA ROYALE, LLC** are signed to the foregoing instrument and who are known to me, acknowledged before me on this date that, being informed of the contents of said instrument, they, as such officers and with full authority, executed the same voluntarily on the date the instrument bears.

Given under my hand and seal this the 1st day of October, 2025.

NOTARY PUBLIC Makayla B. Goode

My Commission Expires: 6/26/2029

STATE OF ALABAMA NOTARY PUBLIC

MAKAYLA B. GOODE
My Commission Expires
June 26, 2029

Docusign Envelope ID: A8D76E56-7240-460F-8BFC-68FBADAE1ED3

EXHIBIT A

COM NW COR CONTI & FRANKLIN STS TH NLY 80 FT(S) TO BEG TH CONT NLY 27 FT(S) TH WLY 110 FT(S) TH SLY 27 FT(S) TH ELY 110 FT(S) TO POB #SEC 40 T4S R1W #MP29 06 40 0 011

Docusign Envelope ID: A8D76E56-7240-460F-8BFC-68FBADAE1ED3

JOINT OCCUPANCY AGREEMENT FOR VACATED ALLEY

This Agreement is executed as of 8/4/2025, by and between:

LeMoyne Properties, LLC, an Alabama limited liability company with offices at 550 St. Michael Street, Suite A, Mobile, AL 36602, that is the legal owner of 6 South Franklin Street, Mobile, AL 36602 ("LeMoyne"), Cheerful Credit, LLC, and Cabana Royale, LLC ("Owners"), the owners of the property abutting the alley ("Alley") at 6 South Franklin Street.

WHEREAS, the City of Mobile has formally granted the petition to vacate the alley situated between the properties of LeMoyne and the Owners; and

WHEREAS, pursuant to Alabama Code § 23-4-2(b), the vacation of said alley results in the reversion of ownership rights to the abutting landowners, subject to any pre-existing utility easements; and

WHEREAS, the parties recognize the necessity of a formalized agreement delineating the respective rights, obligations, and governance of the vacated alley to ensure its orderly and equitable use.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties do hereby agree as follows:

1. PURPOSE AND SCOPE

This Agreement establishes the framework governing the joint ownership, access rights, and maintenance obligations of the vacated Alley, ensuring compliance with Alabama statutory provisions governing vacated public rights-of-way.

2. JOINT USE AND RIGHT OF ACCESS

Each party shall retain perpetual, uninterrupted, and non-exclusive access to the vacated Alley for ingress, egress, and lawful use. The Alley shall remain free from obstruction, encumbrance, or other hindrance by either party. The Alley may be utilized for vehicular and pedestrian passage, parking, loading and unloading, and other legally permissible activities in accordance with local zoning ordinances.

Trash cans, building materials, equipment and any other moveable items not a permanent fixture of the building are considered "obstructions". Electric meters and gangboxes are considered to be permanent fixtures and shall be attached to vertical walls of buildings abutting Alley.

No permanent structures, fencing, or restricted entry points shall be erected absent mutual written consent, such consent not to be unreasonably withheld. The Alley shall not be utilized for

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hazardous material storage, unauthorized commercial enterprises, or any activities deemed to constitute a public nuisance.

2. (a) LOADING & PARKING

Any Party intending to utilize the Alley for parking or loading in excess of four (4) hours shall notify the other Party forty-eight (48) hours prior to beginning. The first party notifying the other shall have priority access.

2.(b) PATH OF EGRESS

A party having an event in building(s) abutting alley where Alley is utilized in a required Path of Egress to ROW (as described in the International Building Code currently adopted edition), must have Alley remain clear of any obstructions during the entire event. Said party shall have priority access to Alley for the entire event duration and shall notify other party a minimum of forty-eight (48) hours prior to event.

3. MAINTENANCE RESPONSIBILITIES

Both parties shall assume equal responsibility for maintaining the Alley in a clean, safe, and functional condition. Maintenance shall encompass debris removal, landscaping, resurfacing, and any necessary structural or surface repairs. Routine maintenance expenses shall be shared equally unless otherwise stipulated in writing.

Any emergency repair expenses arising from the actions or negligence of a single party shall be borne solely by that party. Any pre-existing utility easements shall remain valid and enforceable, and both parties acknowledge that utility providers retain their statutory rights to access, maintain, and modify their infrastructure as necessary.

4. PROPERTY TAXES

The parties agree that any property taxes assessed on the vacated alley pursuant to Alabama Code § 23-4-2(b) shall be allocated as follows:

4.1 Each party shall be responsible for the property taxes attributable to the portion of the vacated alley that vests in their ownership. The allocation of taxes shall be determined based on the proportional area of the alley that reverts to each party, as per the legal description in the title deed.

4.2 If the taxing authority does not provide a separate tax assessment for the vacated alley, the parties shall calculate the tax liability based on the assessed value of the alley as determined by an independent appraisal, the cost of which shall be shared equally.

4.3 Each party shall ensure timely payment of their respective tax obligations. Failure to pay property taxes on their portion of the vacated alley shall constitute a breach of this Agreement and may subject the defaulting party to legal or equitable remedies, including indemnification for any resulting penalties or costs incurred by the non-defaulting party.

5. LIABILITY AND INSURANCE

Each party shall hold harmless and indemnify the other from any legal claims, damages, or liabilities arising from their independent use of the alley. Both parties shall maintain sufficient liability insurance coverage proportionate to their respective usage and associated risks.

6. DISPUTE RESOLUTION

Any disputes arising from the interpretation or execution of this Agreement shall be subject to good faith negotiations between the parties. If unresolved within thirty days, the parties agree to engage in mediation as a precondition to initiating litigation. Should mediation fail, disputes shall be resolved through binding arbitration.

Arbitration shall be conducted in Mobile County, Alabama, and administered by an arbitrator mutually agreed upon by both parties. If an agreement on the arbitrator cannot be reached within fifteen days, either party may petition the Mobile County Circuit Court for appointment of an arbitrator. The arbitration shall follow the Commercial Arbitration Rules of the American Arbitration Association, and the decision of the arbitrator shall be final and binding on both parties. Each party shall bear its own costs, including attorney's fees, unless the arbitrator determines otherwise.

7. RECORDING AND LEGAL CONTINUITY

This Agreement shall be formally recorded with the Office of the Judge of Probate of Mobile County, Alabama, thereby ensuring public notice and enforceability against successors in interest. This Agreement shall be legally binding upon all future titleholders, heirs, and assigns, ensuring the continuity of rights and responsibilities governing the alley. Any proposed modifications to this Agreement shall require mutual written consent of both parties and must be recorded accordingly.

8. NOTICE

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed properly given if delivered in writing via (a) electronic mail (email), (b) text message (SMS), or (c) any other agreed-upon method in writing by the Parties, provided that such notice is directed to the contact information most recently provided by the receiving Party.

Unless otherwise specified in writing, notice shall be effective upon transmission, provided that no bounce-back or error notification is received. Each Party agrees to maintain up-to-date contact information and acknowledges that failure to do so shall not invalidate notice sent to the last known contact.

EXECUTION AND ACKNOWLEDGMENT

IN WITNESS WHEREOF, the undersigned parties have duly executed this Agreement as of the date first written above.

LEMOYNE PROPERTIES, LLC
By: Mike C. Rogers
Its: Managing Member
DocuSigned by:
Signature: _____
9B0ECFB5B32D4BE...

Date: 8/4/2025

CABANA ROYALE, LLC
By: Tom Townsend
Its: Co-Manager

Signature: _____

Date: 10/1/25

By: Buzz Jordan
Its: Co-Manager

Signature: _____

Date: 10/1/25

CHEEFUL CREDIT, LLC
By: Mike C. Rogers
Its: Managing Member
DocuSigned by:
Signature: _____
9B0ECFB5B32D4BE...

Date: 8/4/2025

LeMoyne Properties, LLC

550 Saint Michael Street, Suite A
Mobile, AL 36602
(615) 351-6205

October 22, 2025

Exhibit 8 – Statement Regarding Utilities and Easement Confirmations

Statement

Pursuant to Section (i) of the *Procedure for Vacation by Abutting Property Owners of Public Rights-of-Way, Easements, Streets and Alleys* and City Ordinance 57-032-2022, the undersigned petitioner hereby certifies that all known public and private utility providers with facilities, easements, or rights-of-way in or adjacent to the subject alley have been contacted and have each provided written confirmation of their position regarding this proposed vacation.

Each responding utility has either:

1. Confirmed that it has no active facilities within the alley and therefore has **no** objection to the proposed vacation; or
2. Confirmed that it holds existing easement rights that will remain in full force and effect following the vacation and that such easements provide adequate protection and access for any existing or future infrastructure.

Copies of all correspondence and signed acknowledgments from the following entities are attached hereto and incorporated by reference:

- Mobile Area Water & Sewer System (MAWSS)
- Alabama Power Company
- Spire Alabama Inc.
- AT&T Alabama
- Comcast Cable

Based on these confirmations, no public or private utility service will be impaired or interrupted as a result of the requested vacation, and no additional utility easements or rights-of-way are required to be established.

Submitted by:

Mike C. Rogers
Lead Petitioner
Cheerful Credit, LLC
550 St. Michael Street, Suite A
Mobile, AL 36602

AT&T Alabama
2155 Old Shell Rd
Mobile, AL 36607
www.att.com

T: 251.470.5650
F: 251.471.0410
Brad.sadler@att.com

October 15, 2025

Mike Rogers, President
LeMoyne Properties, LLC
550 St Michael St, Suite A
Mobile, Alabama 36602

Dear Mr. Rogers,

This letter is written in response to your letter of February 24, 2025 wherein a request is made of AT&T for consent to the vacation of an alley off Franklin St, as described in the attached survey of October 23, 2023. AT&T hereby consents to the requested vacation with the reservation unto said company of all the rights and privileges necessary or convenient for the full enjoyment or use of its facilities located within or adjacent to the area to be vacated. Including the right of ingress and egress to and from said facilities, the right to cut and/or trim trees which interfere with said facilities, and the right to prohibit the use of the land vacated in a manner which violates the National Electric Safety Code.

Any future requests for relocation of AT&T facilities that are located in this easement, will require compensation from the requestor of the facilities to be relocated. Any damage to AT&T facilities, while working in the area, will result in compensation from the party responsible for the damages, to AT&T.

Please contact me in our Mobile office at 251-406-0123 if any additional information is required.

Sincerely,

Brad Sadler
Specialist, AT&T Alabama
251-406-0123

Proud Sponsor of the U.S. Olympic Team

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Alabama Power

June 2, 2025

Attn: Mike Rogers, President
LeMoyne Properties, LLC
550 St. Michael Street, Suite A
Mobile, AL 36602

Re: Vacation of Alley way directly North of 6 South Franklin

Street, Mobile AL 36602

Dear Mr. Rogers,

Your counsel contacted me via email dated February 24, 2025 (enclosed) regarding the vacation of a portion of the alley way directly North of 6 South Franklin street in Mobile, Alabama as more particularly described in the attachment (enclosed) provided in said email.

Pursuant to Code of Alabama, Title 23-4-2, Alabama Power Company (the "Company") hereby consents to the requested vacation provided that the resolution and any conveyance, release or vacation documents shall reserve unto said Company the right to continue to maintain, extend and enlarge its lines, equipment and facilities to the same extent as if the vacation had not occurred and all other rights, title and interests held by the Company with respect to the area to be vacated under any statute or other law or under any other conveyance or agreement, whether recorded or unrecorded, including without limitation all the rights and privileges necessary or convenient for the full enjoyment and use of its lines, equipment and facilities now or hereafter located within or adjacent to the area to be vacated; and the right of ingress and egress to and from said lines, equipment and facilities; and the right to cut and/or trim trees or limbs which, in the sole opinion of said Company, would interfere with said lines, equipment and facilities; and the right to prohibit use of the area vacated in a manner which violates the National Electric Safety Code.

Please advise if further assistance is required.

Sincerely,

Blake Jarrett
Corporate Real Estate

Enclosures: Email
Vacation petition

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Spire Alabama Inc.
2101 Sixth Avenue North
Birmingham, AL 35203

May 29th, 2025

Mike Rogers
LeMoyne Properties, LLC
550 St Michael Street, Suite A
Mobile, AL 36602

Re: City of Mobile
NOTARIZED PETITION FOR VACATION OF PUBLIC RIGHT OF WAY

Vacation: Petition for Vacation of Public Alley at 6 North Franklin Street, Mobile AL 36602

Mike Rogers,

In response to Lisa Lambert, City Clerk letter dated May 29, 2025, relative to the above referenced Petition for Vacation of Public Alley at 6 North Franklin Street, Mobile AL 36602.

Please be advised that Spire Alabama Inc. ("Spire") has no facilities located within the area which is requested to be vacated.

Sincerely,

Alex Sammet (May 29, 2025 14:05 CDT)

Alex Sammet
Manager of Right of Way & Land Management
Spire Alabama Inc.

TJF:DRC
cc: City of Mobile

Engineering Approval: RJ
RJ

Systems Planning Approval: WM
WM

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COMCAST

July 1, 2025

Mike Rogers, President
LeMoyne Properties, LLC
550 St. Michael Street, Suite A
Mobile, AL 36602

Re: Vacation of Public Alley at 6 North Franklin Street, Mobile, AL 36602

Dear Mr. Rogers,

This letter is in response to your request for consent to vacate a public alley located adjacent to 6 North Franklin Street, Mobile AL 36602.

Comcast consents to the proposed vacation of alley request but does not revoke or waive its right to be in the public right of way or any existing utility easement within or adjacent to the property, now or at a future date. This letter of consent is issued under the condition that the right of way is kept in accordance with the permit granted to Comcast for the full enjoyment or use of its facilities within or adjacent to the said area to be vacated.

If you need additional information, please contact me at michael_edwards2@cable.comcast.com or (248) 794-4797.

Sincerely,

Michael Edwards

Michael Edwards

Director of Construction

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MOBILE AREA WATER & SEWER SYSTEM

June 3, 2025

Mr. Michael C. Rogers
550 St. Michael Street
Mobile, AL 36602

RE: Request to Vacate 10' Alleyway (Approx.10' x108')
Parallel and Adjacent to the North Property Line of #6 S. Franklin St.
Parcel #2906400011093.000 Section 23, T4S-R1W

Dear Mr. Rogers:

We have reviewed the referenced vacation request and determined that our facilities will not be affected. Therefore, we concur with your request to vacate the above referenced right-or-way.

We appreciate the opportunity to be of service to you. If we can provide additional assistance, please contact us.

Sincerely,

MOBILE AREA WATER AND SEWER SYSTEM

Daryl B. Russell, P.E.
Planning & Marketing Director

cc: A. Tyree

P.O. Box 180249, Mobile, AL 36618-0249 • 4725 Moffett Road, Mobile, AL 36618-2236 • Phone 251.694.3196 • Fax 251.694.3447
www.mawss.com

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EXHIBIT C:

Indemnity Agreement with City of Mobile

Indemnity Agreement

This Indemnity Agreement (the "Agreement") is entered into as of 8/4/2025, by and between LeMoyne Properties, LLC., an Alabama corporation (the "Petitioner"), and the City of Mobile, Alabama (the "City").

WHEREAS, the Petitioner has submitted a petition (the "Petition") to the City Clerk of Mobile, Alabama, requesting the vacation of certain public rights-of-way, easements, streets, or alleys (the "Vacated Area"), as described in the Petition; and

WHEREAS, the City requires an indemnity agreement to protect it, its officials, employees, and agents from potential claims, expenses, and liabilities arising from or related to the decision to vacate the Vacated Area;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Indemnity Obligations

The Petitioner agrees to indemnify, defend, and hold harmless the City, its elected and appointed officials, employees, and agents (collectively, the "Indemnified Parties") from and against any and all claims, demands, actions, suits, proceedings, judgments, damages, liabilities, costs, expenses, or attorney's fees (collectively, "Claims") arising out of or related to:

(a) The filing of the Petition; (b) The City's consideration, approval, or denial of the Petition; (c) Any legal challenge or litigation initiated by third parties relating to the decision to vacate the Vacated Area; and (d) The use, possession, or enjoyment of the Vacated Area by the Petitioner or any other party following its vacation.

2. Defense of Claims

(a) The Petitioner shall assume the defense of any Claim brought against the Indemnified Parties upon written notice from the City. (b) The City may, at its sole discretion, participate in the defense of any Claim at its own expense. However, such participation shall not limit the Petitioner's indemnity obligations under this Agreement. (c) The Petitioner shall not settle any Claim without the prior written consent of the City, which shall not be unreasonably withheld.

3. Limitations

(a) This indemnity does not apply to Claims arising from the gross negligence, willful misconduct, or intentional wrongdoing of the Indemnified Parties. (b) The Petitioner's

obligations under this Agreement shall survive the approval or denial of the Petition and the vacation of the Vacated Area.

4. General Provisions

(a) **Entire Agreement:** This Agreement constitutes the entire understanding between the parties regarding the subject matter herein and supersedes all prior agreements, whether written or oral. (b) **Amendments:** This Agreement may only be amended in writing and signed by both parties. (c) **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama. (d) **Severability:** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. (e) **Assignment:** The Petitioner may not assign this Agreement without the prior written consent of the City.

5. Execution

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

LeMoyne Properties, LLC

DocuSigned by:

By: _____
980ECFB5B32D4BE...

Name: Mike C. Rogers
Title: Owner

City of Mobile

_____
By: Mayor Spiro N. Cheriogotis

Attestation By: _____
Title: City Clerk
Date: _____

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EXHIBIT C(1):
Indemnity Agreement with City of Mobile

Indemnity Agreement

This Indemnity Agreement (the "Agreement") is entered into as of 11/20/2025, by and between Cabana Royale, LLC, an Alabama corporation and (the "Petitioner"), and the City of Mobile, Alabama (the "City").

WHEREAS, the Petitioner has submitted a petition (the "Petition") to the City Clerk of Mobile, Alabama, requesting the vacation of certain public rights-of-way, easements, streets, or alleys (the "Vacated Area"), as described in the Petition; and

WHEREAS, the City requires an indemnity agreement to protect it, its officials, employees, and agents from potential claims, expenses, and liabilities arising from or related to the decision to vacate the Vacated Area;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Indemnity Obligations

The Petitioner agrees to indemnify, defend, and hold harmless the City, its elected and appointed officials, employees, and agents (collectively, the "Indemnified Parties") from and against any and all claims, demands, actions, suits, proceedings, judgments, damages, liabilities, costs, expenses, or attorney's fees (collectively, "Claims") arising out of or related to:

(a) The filing of the Petition; (b) The City's consideration, approval, or denial of the Petition; (c) Any legal challenge or litigation initiated by third parties relating to the decision to vacate the Vacated Area; and (d) The use, possession, or enjoyment of the Vacated Area by the Petitioner or any other party following its vacation.

2. Defense of Claims

(a) The Petitioner shall assume the defense of any Claim brought against the Indemnified Parties upon written notice from the City. (b) The City may, at its sole discretion, participate in the defense of any Claim at its own expense. However, such participation shall not limit the Petitioner's indemnity obligations under this Agreement. (c) The Petitioner shall not settle any Claim without the prior written consent of the City, which shall not be unreasonably withheld.

3. Limitations

(a) This indemnity does not apply to Claims arising from the gross negligence, willful misconduct, or intentional wrongdoing of the Indemnified Parties. (b) The Petitioner's

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obligations under this Agreement shall survive the approval or denial of the Petition and the vacation of the Vacated Area.

4. General Provisions

(a) **Entire Agreement:** This Agreement constitutes the entire understanding between the parties regarding the subject matter herein and supersedes all prior agreements, whether written or oral. (b) **Amendments:** This Agreement may only be amended in writing and signed by both parties. (c) **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama. (d) **Severability:** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. (e) **Assignment:** The Petitioner may not assign this Agreement without the prior written consent of the City.

5. Execution

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CABANA ROYALE, LLC
By: Tom Townsend
Its: Co-Manager

Signature: Signed by: Tom Townsend 0B535C4329884CA...

Date: 11/20/2025

By: Buzz Jordan
Its: Co-Manager

Signature: _____

Date: 12/1/2025

City of Mobile

_____
By: Mayor Spiro N. Cheriogotis

Attestation By: _____
Title: City Clerk
Date: _____

EXHIBIT C(2):
Indemnity Agreement with City of Mobile

Indemnity Agreement

This Indemnity Agreement (the "Agreement") is entered into as of _____, by and between Cheerful Credit, LLC, an Alabama corporation and (the "Petitioner"), and the City of Mobile, Alabama (the "City").

WHEREAS, the Petitioner has submitted a petition (the "Petition") to the City Clerk of Mobile, Alabama, requesting the vacation of certain public rights-of-way, easements, streets, or alleys (the "Vacated Area"), as described in the Petition; and

WHEREAS, the City requires an indemnity agreement to protect it, its officials, employees, and agents from potential claims, expenses, and liabilities arising from or related to the decision to vacate the Vacated Area;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Indemnity Obligations

The Petitioner agrees to indemnify, defend, and hold harmless the City, its elected and appointed officials, employees, and agents (collectively, the "Indemnified Parties") from and against any and all claims, demands, actions, suits, proceedings, judgments, damages, liabilities, costs, expenses, or attorney's fees (collectively, "Claims") arising out of or related to:

(a) The filing of the Petition; (b) The City's consideration, approval, or denial of the Petition; (c) Any legal challenge or litigation initiated by third parties relating to the decision to vacate the Vacated Area; and (d) The use, possession, or enjoyment of the Vacated Area by the Petitioner or any other party following its vacation.

2. Defense of Claims

(a) The Petitioner shall assume the defense of any Claim brought against the Indemnified Parties upon written notice from the City. (b) The City may, at its sole discretion, participate in the defense of any Claim at its own expense. However, such participation shall not limit the Petitioner's indemnity obligations under this Agreement. (c) The Petitioner shall not settle any Claim without the prior written consent of the City, which shall not be unreasonably withheld.

3. Limitations

(a) This indemnity does not apply to Claims arising from the gross negligence, willful misconduct, or intentional wrongdoing of the Indemnified Parties. (b) The Petitioner's

obligations under this Agreement shall survive the approval or denial of the Petition and the vacation of the Vacated Area.

4. General Provisions

(a) **Entire Agreement:** This Agreement constitutes the entire understanding between the parties regarding the subject matter herein and supersedes all prior agreements, whether written or oral. (b) **Amendments:** This Agreement may only be amended in writing and signed by both parties. (c) **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama. (d) **Severability:** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. (e) **Assignment:** The Petitioner may not assign this Agreement without the prior written consent of the City.

5. Execution

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CHEEFUL CREDIT, LLC
By: Mike C. Rogers
Its: Managing Member
Sincerely,
Signature: _____

Date: November 19, 2025

City of Mobile

_____
By: Mayor Spiro N. Cheriogotis

Attestation By: _____
Title: City Clerk
Date: _____

R E S O L U T I O N

Sponsored by: Councilmember Samantha Ingram, District 2

BE IT RESOLVED by the City Council of the City of Mobile that the vacation fee for the vacation of an alley adjacent to 6 South Franklin Street, as per Resolution **47-013** is hereby set at $12,440.88.

Adopted:

_____

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: January 13, 2026

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution_vacation fee_6 S Franklin Street

REVIEWERS:

Lana Pafenbach
Lana Pafenbach

R E S O L U T I O N

Sponsored by: Councilmember Samantha Ingram, District 2

BE IT RESOLVED by the City Council of the City of Mobile that the vacation fee for the vacation of an alley adjacent to 6 South Franklin Street, as per Resolution **VACATION RESOLUTION #** is hereby set at $12,440.88.

Adopted:

_____

City Clerk

41-1530 **2025**

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: DEC 0 9 2025

City Clerk

Notice of Public Hearing for the Proposed Rezoning for
Property Located at 7125 Bellingrath Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **December 9, 2025**, a public hearing will be held on the **13th** day of **January, 2026**, at 10:30 a.m., to consider adoption of an ordinance for the rezoning for property located at 7125 Bellingrath Road from R-1, Single-Family Residential Suburban District, to CW, Commercial Warehouse 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:

A PORTION OF LOT 2-B-2, A RESUBDIVISION OF LOT 2B, RESUBDIVISION OF LOT 2 RESUBDIVISION OF PARCEL A, FIRST BAPTIST CHURCH OF THEODORE AS RECORDED IN INSTRUMENT #2024056921 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CRIMP TOP IRON FOUND AT THE SOUTHEAST CORNER OF SAID LOT 2-B-2, THENCE RUN N04°23'58"W, 242.48 FEET TO A CRIMP TOP IRON FOUND; THENCE RUN N89°19'45"W, 275.00 FEET TO A CAPPED REBAR FOUND; THENCE RUN N0°51'10"W. 179.76 FEET TO A CAPPED REBAR FOUND; THENCE RUN N63°00'27"W, 100.00 FEET TO A CAPPED REBAR FOUND; THENCE RUN S72°40'37"W, 304.10 FEET TO A CAPPED REBAR SET; THENCE RUN S0°59'14"E, 90.00 FEET TO A CAPPED REBAR SET; THENCE RUN S89°00'45"W, 99.97 FEET TO A CAPPED REBAR SET ON THE EAST RIGHT-OF-WAY LINE OF BELLINGRATH ROAD; THENCE RUN S01°01'00"E, ALONG SAID RIGHT-OF-WAY LINE, 273.79 FEET TO A CAPPED REBAR FOUND AT THE SOUTHWEST CORNER OF SAID LOT 2-B-2; THENCE RUN S88°57'00"E, 769.35 FEET TO THE POINT OF BEGINNING, CONTAINING 5.86 ACRES, MORE OR LESS.

The classification of said property is hereby changed from Single-Family Residential Suburban District (R-1) to Commercial Warehouse District (CW), 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 CW, 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 CW, until all of the conditions set forth below have been complied with: 1. Completion of the Subdivision process; 2. Compliance with the associated Voluntary Conditions and Use Restrictions, as revised for the CW, Commercial Warehouse District, zoning classification; 3. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 4. Full compliance with all municipal codes and ordinances.

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

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 synopsized 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 13th 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 17th day of December, 2026 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **7125 Bellingrath Road**.

The proposed amendment to the Unified Development Code changes the classification of the subject property **from Single-Family Residential Suburban District (R-1) to Commercial Warehouse District (CW)**. 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 **CW** 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 **CW** districts until the following conditions have been complied with: 1. Completion of the Subdivision process; 2. Compliance with the associated Voluntary Conditions and Use Restrictions, as revised for the CW, Commercial Warehouse District, zoning classification; 3. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 4. Full compliance with all municipal codes and ordinances.

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

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

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

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

A PORTION OF LOT 2-B-2, A RESUBDIVISION OF LOT 2B, RESUBDIVISION OF LOT 2 RESUBDIVISION OF PARCEL A, FIRST BAPTIST CHURCH OF THEODORE AS RECORDED IN INSTRUMENT #2024056921 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CRIMP TOP IRON FOUND AT THE SOUTHEAST CORNER OF SAID LOT 2-B-2, THENCE RUN N04°23'58"W, 242.48 FEET TO A CRIMP TOP IRON FOUND; THENCE RUN N89°19'45"W, 275.00 FEET TO A CAPPED REBAR FOUND; THENCE RUN N0°51'10"W. 179.76 FEET TO A CAPPED REBAR FOUND; THENCE RUN N63°00'27"W, 100.00 FEET TO A CAPPED REBAR FOUND; THENCE RUN S72°40'37"W, 304.10 FEET TO A CAPPED REBAR SET; THENCE RUN S0°59'14"E, 90.00 FEET TO A CAPPED REBAR SET; THENCE RUN S89°00'45"W, 99.97 FEET TO A CAPPED REBAR SET ON THE EAST RIGHT-OF-WAY LINE OF BELLINGRATH ROAD; THENCE RUN S01°01'00"E, ALONG SAID RIGHT-OF-WAY LINE, 273.79 FEET TO A CAPPED REBAR FOUND AT THE SOUTHWEST CORNER OF SAID LOT 2-B-2; THENCE RUN S88°57'00"E, 769.35 FEET TO THE POINT OF BEGINNING, CONTAINING 5.86 ACRES, MORE OR LESS.

The classification of said property is hereby changed **from Single-Family Residential Suburban District (R-1) to Commercial Warehouse District (CW),** 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 **CW**, 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 **CW,** until all of the conditions set forth below have been complied with: 1. Completion of the Subdivision process; 2. Compliance with the associated Voluntary Conditions and Use Restrictions, as revised for the CW, Commercial Warehouse District, zoning classification; 3. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 4. Full compliance with all municipal codes and ordinances.

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

adopted:

_____

Lisa Lambert, City Clerk

T.J. Debrow, Sr., First Baptist Church of Theodore
Addition to First Baptist Church of Theodore Subdivision
7125 Bellingrath Road
Council District 4
Ben Reynolds

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

December 4, 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 **T.J. Debrow, Sr., First Baptist Church of Theodore** for a change in zoning **from Single-Family Residential Suburban District (R-1) to Commercial Warehouse District (CW),** for the property located at **7125 Bellingrath Road**.

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

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

CORRECTED LETTER OF DECISION

December 1, 2025

T.J. Debrow, Sr., Chairman of Trustees
First Baptist Church of Theodore Subdivision
7125 Bellingrath Road
Theodore, Alabama 36582

Re: 7125 Bellingrath Road
ZON-UDC-003518-2025
Addition to First Baptist Church of Theodore Subdivision
T.J. Debrow, Sr., First Baptist Church of Theodore
District 4
Rezoning from Single-Family Residential Suburban District (R-1) to General Business District (B-4)

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 **CW, Commercial Warehouse 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 **CW, Commercial Warehouse District**, to the City Council, subject to the following conditions:

1. Completion of the Subdivision process;
2. Compliance with the associated Voluntary Conditions and Use Restrictions, as revised for the CW, Commercial Warehouse District, zoning classification;
3. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and,
4. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is $**429.78**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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
Stephen Guthrie
Deputy Director of Planning and Zoning

City of Mobile • Planning &Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits** Checklist A
☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments** Checklist B
☐ **Planned Development** Checklist C
☐ **Previously approved Planning Approvals or Planned Unit Development** Checklist D

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

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

	Applicant	Agent (If Applicable)
Name:	First Baptist Church Theodore	Casey Pipes
Firm:		Helmsing Leach Herlong NEwman & Rouse P.C.
Phone:		251-432-5521
Email:		jcp@helmsinglaw.com
Address:	7125 Bellingrath Road, Theodore, AL 36582	150 Government Street, Suite 2000, Mobile, AL 36602

	Owner	Design Professional
Name:	First Baptist Church Theodore	
Firm:		
Phone:	251-653-8695	
Email:		
Address:	7125 Bellingrath Road, Theodore, AL 36582	

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

7125 Bellingrath Road, Theodore, AL 36582 — Property Address

10.07 acres; 19,705 sqft — Property Area (acres or square feet)

R023802102000181.00 — Parcel Number(s) or Key Number(s)

01250229 — 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: 10-17-2025

Applicant or Agent Signature (If applicable) — Date: 10-17-2025

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION

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

Applicant or Agent Signature — Date

CHECKLIST B: REZONING APPLICATION

A. Justification for the Proposed Amendment

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

This rezoning proposal concerns property annexed into the City in 2008 and currently zoned R-1. A subdivision application has been submitted along with this rezoning application. The proposed rezoning will solely impact the new parcel being created through the subdivision process. This parcel, if approved for subdivision is vacant land (the "Site"), located due south of the First Baptist Church of Theodore (the "Property"). The applicants proposed to rezone the new parcel from R-1 to B-4; the B-4 zoning will be subject to a number of voluntary use restrictions. See "Voluntary Use Restrictions" attachment.

The proposed zoning (B-4) aligns with the following Map for Mobile principles:

1) Principle 2: Enhancing a "functional roadway corridor with "a variety of thriving business that support a robust economy" and
2) Principle 3: "Strategic infill" that is concentrated with other activity and adds to a "mix of uses that serve the community."

The proposed rezoning will provide an opportunity for "strategic infill" on a large parcel in an area with increased activity, a Map for Mobile objective. Map for Mobile, pg. 5. The proposed rezoning aligns with the City's focus on growth, a Map for Mobile "Plan Pillar." The rezoning will permit development of truck repair enterprise; the addition of this establishment will promote a "diverse economy with opportunities for all." Map for Mobile, p. 24.

Though this portion of Bellingrath Road is identified on the Future Land Use Map, an exhibit to the Map for Mobile, as a "Low Density Residential," the property located west, across Bellingrath Road, is commercial warehousing space. Adjacent property, located due south of this Property, is heavy industrial. These uses predate the application of the zoning ordinance to this area and render the Future Land Use Map's application to this area misguided.

2. **Was there a Mistake or Error in the original map?**

Yes; the First Baptist Church of Theodore, along with the surrounding properties near and around Old Military and Bellingrath Road were annexed into Mobile in 2008. This area now comprises, in part, the southwestern edge of the City limits. At that time of the annexation, the Property was zoned R-1. In general, the City of Mobile attributes an R-1 zoning to religious institutions. The use of the current Property as a "religious institution" predated the City of Mobile's zoning ordinance. However, Bellingrath Road at this location is more accurately

described as a "mixed commercial corridor." Commercial warehouses are located across the street from the Church. A heavy industrial site is located due south of the Church. Note, B-4 zoning is not inconsistent with the Mixed Commercial Corridor according to the "Zoning District Correspondence Matrix" created by City staff.

3. **Describe how this proposal promotes the community's health, safety, and welfare.**

The proposed rezoning and subsequent redevelopment of this site represents a significant economic investment in the Theodore area. This investment will provide employment opportunities, enhance the tax base and encourage additional investment. By rezoning the site and facilitating redevelopment and investment, the rezoning advances the general welfare of the community and aligns with the broader goals of neighborhood reinvestment.

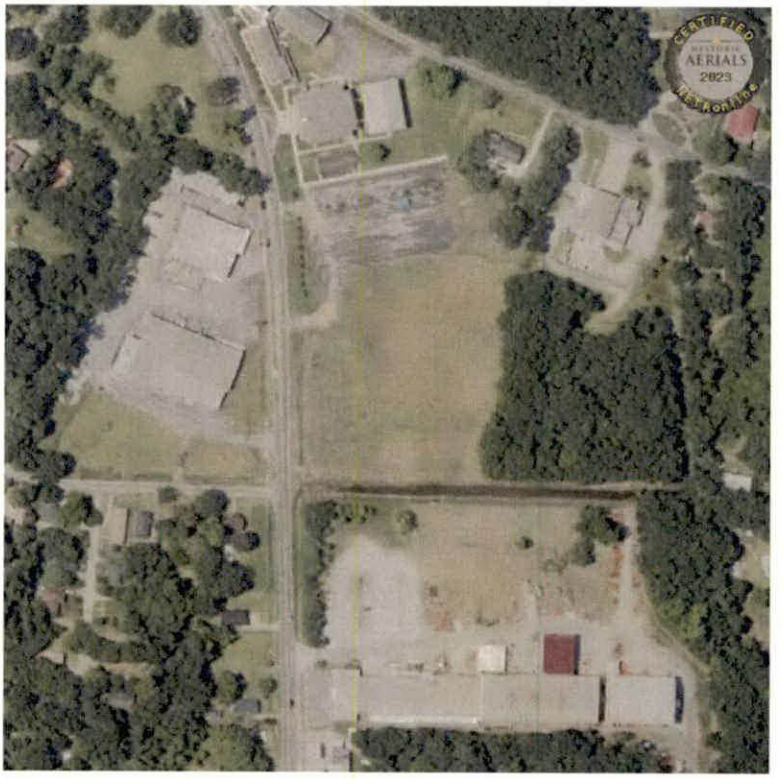
4. **Describe what changed or changing conditions in the area make an amendment necessary and desirable.**

At that time of the annexation, the First Baptist Church of Theodore property was zoned R-1; religious institutions are zoned R-1 according to City of Mobile zoning practices. When annexed, the Property owned by the First Baptist Church of Theodore encompassed almost 16 acres of the land situated at the confluence of Bellingrath and Old Military Road. Note, this property also housed three separate sanctuaries. In 2009, the Church sold part of its property to the City of Mobile for a fire station, which is located at 7050 Old Military Road. In 2019, the Church sold the pastor's residence, located at 7031 Old Military Road, to an individual. In 2024, the Church sold the "stone sanctuary," located at the hard corner of Old Military Road and Bellingrath Road to Lighthouse Baptist Church. The Church continues to use the 1985 Sanctuary; however, it now wishes to subdivide its property further, and sell the undeveloped property south of the 1985 Sanctuary.

Though, this portion of Theodore is identified on the Future Land Use Map, an exhibit to the Map for Mobile, as "Low Density Residential," the area displays a mix of uses. The property located west, across Bellingrath Road and south of the historic 1931 sanctuary, is commercial warehousing space. The property located due south of the Church's southern property line is heavy industrial. These uses predate the application of the zoning ordinance to this area. Furthermore, Bellingrath Road is a significant north / south corridor between Highway 90 and Coden. The corridor is experiencing increased activity. While the corridor was traditionally agricultural in use, this use has been changing steadily since 1980, when the first industrial site was developed.



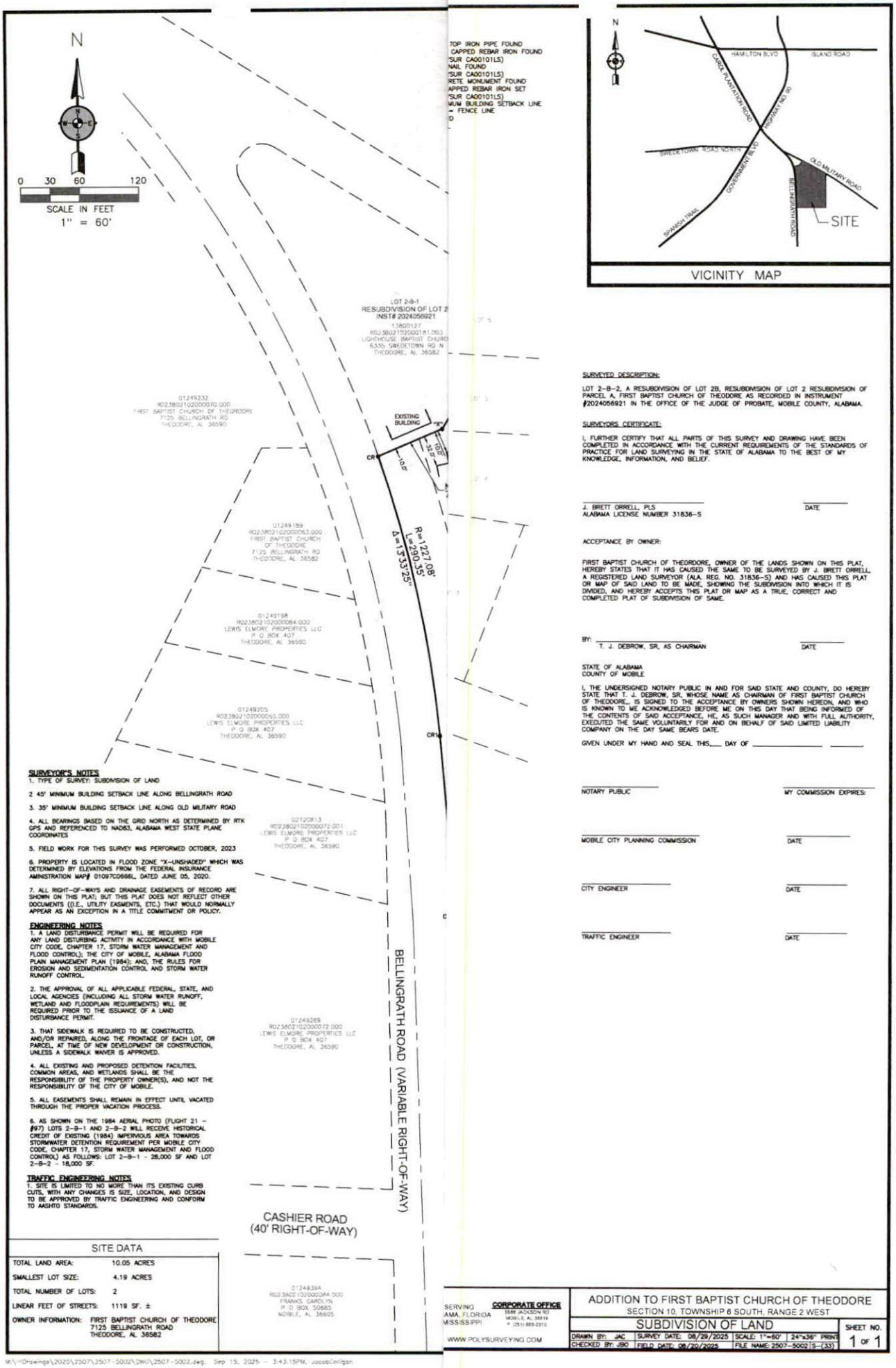
The 1980 aerial (above) illustrates the initial construction of the industrial site to the south of the Property More recently, uses along Bellingrath have continued to intensify as demonstrated by this 2023 Aerial of the same area (below).



In recent years, the area has transitioned to a broader slate of commercial uses, with increasing small-scale industrial development and growing regional investment. Theodore's strategic location, near Highway 90, the rail corridor and I-10, along with the relatively flat landscape makes it an attractive location for increased commercial activity. A rezoning is necessary to support this evolution and to allow this property to be developed. A residential development at this location is not feasible.

B. SITE AND NEIGHBORHOOD COMPATIBILITY

The Site proposed for rezoning is located on Bellingrath Road, approximately four-tenths of a mile from the intersection with U.S. Highway 90. The Bellingrath Road corridor is a mixed-use corridor experiencing some level of transition. The parcels facing Bellingrath Road between this Site and Highway 90, or in this immediate area, are used for institutional, commercial or industrial purposes. The corridor is changing from a rural route, adjacent to farms, to one supporting local, small businesses, industrial uses and commercial warehousing and/or other developments associated with regional industries. The site is located at the edge of City's zoning jurisdiction.



SURVEYOR'S NOTES

1. TYPE OF SURVEY: SUBDIVISION OF LAND
2. 45' MINIMUM BUILDING SETBACK LINE ALONG BELLINGRATH ROAD
3. 35' MINIMUM BUILDING SETBACK LINE ALONG OLD MILITARY ROAD
4. ALL BEARINGS BASED ON THE GRID NORTH AS DETERMINED BY RTK GPS AND REFERENCED TO NAD83, ALABAMA WEST STATE PLANE COORDINATES
5. FIELD WORK FOR THIS SURVEY WAS PERFORMED OCTOBER, 2023
6. PROPERTY IS LOCATED IN FLOOD ZONE "X-UNSHADED" WHICH WAS DETERMINED BY ELEVATIONS FROM THE FEDERAL INSURANCE AMINISTRATION MAP# 01097C0686L, DATED JUNE 05, 2020.
7. ALL RIGHT-OF-WAY'S AND DRAINAGE EASEMENTS OF RECORD ARE SHOWN ON THIS PLAT; BUT THIS PLAT DOES NOT REFLECT OTHER DOCUMENTS ((I.E., UTILITY EASMENTS, ETC.) THAT WOULD NORMALLY APPEAR AS AN EXCEPTION IN A TITLE COMMITMENT OR POLICY.

ENGINEERING NOTES

1. 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.
2. 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.
3. 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.
4. 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.
5. ALL EASEMENTS SHALL REMAIN IN EFFECT UNTIL VACATED THROUGH THE PROPER VACATION PROCESS.
6. AS SHOWN ON THE 1984 AERIAL PHOTO (FLIGHT 21 - #97) LOTS 2-B-1 AND 2-B-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 2-B-1 - 28,000 SF AND LOT 2-B-2 - 18,000 SF.

TRAFFIC ENGINEERING NOTES

1. SITE IS LIMITED TO NO MORE THAN ITS EXISTING CURB CUTS, WITH ANY CHANGES IS SIZE, LOCATION, AND DESIGN TO BE APPROVED BY TRAFFIC ENGINEERING AND CONFORM TO AASHTO STANDARDS.

SITE DATA

TOTAL LAND AREA:	10.05 ACRES
SMALLEST LOT SIZE:	4.19 ACRES
TOTAL NUMBER OF LOTS:	2
LINEAR FEET OF STREETS:	1118 SF. ±
OWNER INFORMATION:	FIRST BAPTIST CHURCH OF THEODORE 7125 BELLINGRATH ROAD THEODORE, AL 36582

SURVEYED DESCRIPTION:

LOT 2-B-2, A RESUBDIVISION OF LOT 2B, RESUBDIVISION OF LOT 2 RESUBDIVISION OF PARCEL A, FIRST BAPTIST CHURCH OF THEODORE AS RECORDED IN INSTRUMENT #2024056921 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

SURVEYORS CERTIFICATE:

I, FURTHER CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

J. BRETT ORRELL, PLS
ALABAMA LICENSE NUMBER 31836-S — DATE

ACCEPTANCE BY OWNER:

FIRST BAPTIST CHURCH OF THEORDORE, OWNER OF THE LANDS SHOWN ON THIS PLAT, HEREBY STATES THAT IT HAS CAUSED THE SAME TO BE SURVEYED BY J. BRETT ORRELL, A REGISTERED LAND SURVEYOR (ALA. REG. NO. 31836-S) AND HAS CAUSED THIS PLAT OR MAP OF SAID LAND TO BE MADE, SHOWING THE SUBDIVISION INTO WHICH IT IS DIVIDED, AND HEREBY ACCEPTS THIS PLAT OR MAP AS A TRUE, CORRECT AND COMPLETED PLAT OF SUBDIVISION OF SAME.

BY: _____ DATE
T. J. DEBROW, SR, AS CHAIRMAN

STATE OF ALABAMA
COUNTY OF MOBILE

I, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, DO HEREBY STATE THAT T. J. DEBROW, SR, WHOSE NAME AS CHAIRMAN OF FIRST BAPTIST CHURCH OF THEODORE,, IS SIGNED TO THE ACCEPTANCE BY OWNERS SHOWN HEREON, AND WHO IS KNOWN TO ME ACKNOWLEDGED BEFORE ME ON THIS DAY THAT BEING INFORMED OF THE CONTENTS OF SAID ACCEPTANCE, HE, AS SUCH MANAGER AND WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY FOR AND ON BEHALF OF SAID LIMITED LIABILITY COMPANY ON THE DAY SAME BEARS DATE.

GIVEN UNDER MY HAND AND SEAL THIS,___ DAY OF _____ _____

NOTARY PUBLIC — MY COMMISSION EXPIRES:

MOBILE CITY PLANNING COMMISSION — DATE

CITY ENGINEER — DATE

TRAFFIC ENGINEER — DATE

SERVING ALABAMA, FLORIDA & MISSISSIPPI
CORPORATE OFFICE
5888 JACKSON RD
MOBILE, AL 36619
P: (251) 666-2910
WWW.POLYSURVEYING.COM

ADDITION TO FIRST BAPTIST CHURCH OF THEODORE
SECTION 10, TOWNSHIP 8 SOUTH, RANGE 2 WEST
SUBDIVISION OF LAND

DRAWN BY: JAC	SURVEY DATE: 08/29/2025	SCALE: 1"=60'	24"x36" PRINT	SHEET NO. 1 OF 1
CHECKED BY: JBO	FIELD DATE: 08/29/2025	FILE NAME: 2507-5002 (S-(33))		

M:\!Drawings\2025\2507\2507-5002\DWG\2507-5002.dwg, Sep 15, 2025 - 3:43:15PM, JacobCarrigan

City of Mobile · Planning & Zoning

Voluntary Conditions & Use Restrictions

I, the undersigned, as the owner of the property located at 7125 Bellingrath Road, Theodore, AL 36582 (the property), more specifically described in the attached legal description, and in consideration for Planning Commission and City Council rezoning approval, I hereby voluntarily covenant with the City of Mobile that the following uses shall be prohibited on the property:

1. Adult Entertainment Enterprise 2. Alternative Financial Service Provider (including, without limitation, payday/title lenders, check-cashing stores)

3. Bail Bond Services 4. Bar/Lounge (stand-alone drinking establishments where alcohol sales are the primary use) 5. Car Wash (automatic or self-service)

6. Carnival/Circus (temporary or seasonal amusement operations as a principal use) 7. Liquor Store (package sales of alcoholic beverages as a principal use) 8. Correctional Facilities (private)

Furthermore, I voluntarily place the following conditions and restrictions on the property as a part of the rezoning of the property:

The above stated restrictions shall run with the land and are fully enforceable by the City of Mobile as a condition of the Rezoning.

T.W. Debrow, Sr. 11/26/2025
Owner Signature Date

T.W. Debrow, Sr. 11/26/2025
Applicant Signature Chairman of Trustees - The First Baptist Church Theodore Date

STATE OF Alabama

COUNTY OF Mobile

CITY OF Mobile

I, the undersigned authority, a Notary Public in and for said State and County, do hereby certify that T.W. Debrow, Sr., whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, executed the same voluntarily on the day the same bears date. Given under my and official seal this the 26 day of November, 2025.

Notary Public

My commission expires: 3-12-29

City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, T. J. Debrow, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of First Baptist Church of Theodore, a corporation for the property located within the city limits of Mobile, Alabama at 3125 Bellingrath Road, Theodore, Alabama 36582.

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.

Casey Pipes Designee (1)	Keri Coumanis Designee (2)
jcp@helmsinglaw.com Email	krc@helmsinglaw.com Email
251-432-5521 Phone Number	251-432-5521 Phone Number
 Signature of Company Owner	10-17-2025 Date

NARRATIVE / STATEMENT OF JUSTIFICATION FOR REZONING

The applicant proposes to subdivide and then rezone part of the parcel located at approximately 3125 Bellingrath Road (the "Site"). The site is currently home to the First Baptist Church of Theodore. The First Baptist campus was encompassed at least 16 acres. In recent years, the Church has been reducing its footprint. The Site is vacant land, currently zoned R-1. The First Baptist Church of Theodore now desires to sell the Site; the R-1 zoning is not useful for the future purchasers. The rezoning request, B-4, will permit this property to be developed for a truck repair enterprise. The future owners have agreed to a list of Voluntary Use Restrictions (see attachment "Voluntary Use Restrictions").

Mistake / Change in Use Chart Justify the Rezoning

The current zoning (R-1) does not permit development of the Site. The site is situated due north of a Heavy Industrial site, which has been in place since at least 1980. Rezoning this site will permit it to be developed, increase commercial activity and provide an employment opportunity for area residents. Further, the B-4 zoning, along with the voluntary use restrictions in place, will provide a transition between the I-2 site and the remainder of the Church's property.

Changing Conditions Justify the Rezoning

Bellingrath Road has long served as a traditional, rural corridor supporting locally-owned small businesses and agricultural interests. In recent years, however, the area has transitioned to a broader array of commercial uses with increasing small-scale industrial development and growing regional investment. Its strategic location near Highway 90, downtown Mobile and the interstate -- makes it an attractive location for light industrial uses.

A rezoning is necessary to support the changing conditions along Bellingrath Road and to permit this site, once subdivided, to be developed. In addition, there is a need for more commercial sites with the physical area to serve a regional market. This amendment would provide such a site.

The Rezoning is in Alignment with the Future Land Use Map and Map for Mobile

The general character of the proposed use is in alignment with certain goals and objectives of the Map for Mobile. Specifically, the rezoning proposal aligns with the Map for Mobile Principles by providing an opportunity for "Strategic infill" on a large under-utilized parcel. See Map for Mobile, pg. 7. The proposal supports economic development and growth by providing an opportunity for greater access to jobs and employment centers. Map for Mobile, p. 24.

Outlook

Re: Emanuel Trucking GW, LLC (ZON-UDC-003518-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>
Date Mon 10/20/2025 12:23 PM
To J. Casey Pipes <jcp@helmsinglaw.com>; Keri Coumanis <krc@helmsinglaw.com>
Cc Aamoth, Victoria <victoria.aamoth@cityofmobile.org>; Green, Tiffany <greent@cityofmobile.org>; Walley, Samara <samara.walley@cityofmobile.org>

My apologies, I did not mention the following information in my first email:

Please note that a **complete legal description** of the boundaries of the portion of the current property proposed to be rezoned (not the future reference currently provided) is required in order to calculate the City Council advertising fees.

Following the Planning Commission's recommendation, this full legal description must be submitted to the Planning and Zoning Department **before** the application can proceed to the City Council for final consideration.

Regards,
Logan Anderson
Principal Planner
Build Mobile
dlogananderson@cityofmobile.org
(251) 208-5895

BUILDMOBILE

From: Anderson, Logan <dlogananderson@cityofmobile.org>
Sent: Monday, October 20, 2025 12:19 PM
To: J. Casey Pipes <jcp@helmsinglaw.com>; Keri Coumanis <krc@helmsinglaw.com>
Cc: Aamoth, Victoria <victoria.aamoth@cityofmobile.org>; Green, Tiffany <greent@cityofmobile.org>; Walley, Samara <samara.walley@cityofmobile.org>
Subject: RE: Emanuel Trucking GW, LLC (ZON-UDC-003518-2025)

Good afternoon,

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. **Application Submission:**

- The voluntary use restrictions referenced in your submittal were not provided with the application. Please submit this information.

2. **Notification Labels:**
   - It appears several labels are missing for several property owners within 300 feet of the subject site. Attached is a spreadsheet with all qualifying addresses for reference. Please submit the missing labels.
3. **Neighborhood Meeting Documentation:**
   Complete and compliant Neighborhood Meeting documentation must be submitted to the Planning and Zoning Department **by 4:30 PM on Wednesday, November 5, 2025**.
4. **Site Plan Requirements:**
   The preliminary subdivision plat was submitted as the proposed site plan. While a site plan showing all proposed improvements is not required, staff need to know at least which portion of the property is proposed to be rezoned.
5. **DWG File Submission:** If you have not already done so, please submit the **DWG AutoCAD file** for the site 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 Wednesday, October 22, 2025**, the application will be considered **partially 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.

Important:
If the required Neighborhood Meeting documentation is not received by **November 5, 2025**, the application will be held over. A new Neighborhood Meeting may be required if the submitted documentation does not comply with the required submittal timeline.

If you have any questions or need further clarification, please do not hesitate to contact us.

Regards,
Logan Anderson
Principal Planner
Build Mobile
dlogananderson@cityofmobile.org
(251) 208-5895

BUILDMOBILE

Outlook

Re: Emanuel Trucking GW, LLC (ZON-UDC-003518-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>
Date Tue 10/21/2025 12:01 PM
To J. Casey Pipes <jcp@helmsinglaw.com>; Keri Coumanis <KRC@helmsinglaw.com>
Cc Aamoth, Victoria <victoria.aamoth@cityofmobile.org>; Green, Tiffany <greent@cityofmobile.org>; Walley, Samara <samara.walley@cityofmobile.org>; Monica Nicholas <mcg@helmsinglaw.com>

Mr. Pipes,

We have completed our review of the above-referenced Rezoning application and determined that it is **partially complete**.

An invoice for the application fees has been issued. Once payment is received, the application will be placed on the appropriate Planning Commission agenda. However, as mentioned, **please note** the following:

- A **complete legal description** of the boundaries of the portion of the current property proposed to be rezoned (not the future reference currently provided) is required in order to calculate the City Council advertising fees. Following the Planning Commission's recommendation, this full legal description must be submitted to the Planning and Zoning Department **before** the application can proceed to the City Council for final consideration.
- Complete and compliant **Neighborhood Meeting documentation** must be submitted to the Planning and Zoning Department **by 4:30 PM on Wednesday, November 5, 2025**. If the required Neighborhood Meeting documentation is not received by **November 5, 2025**, the application will be held over. A new Neighborhood Meeting may be required if the submitted documentation does not comply with the required submittal timeline.

If application fees are paid **by noon on October 22, 2025**, the application will be scheduled for the **November 20, 2025,** Planning Commission agenda. If the deadline is not met, the application will be held until all outstanding requirements have been addressed.

IMPORTANT
The City of Mobile Planning and Zoning Department will **never request payment via wire transfer** or any other suspicious method. If you receive any questionable communication claiming to be from our department, please report it immediately to: planning@cityofmobile.org.

If you have any questions or need further assistance, please don't hesitate to reach out.

Regards,
Logan Anderson
Principal Planner
Build Mobile
dlogananderson@cityofmobile.org
(251) 208-5895

BUILDMOBILE

From: J. Casey Pipes <jcp@helmsinglaw.com>
Sent: Tuesday, October 21, 2025 11:14 AM
To: Keri Coumanis <KRC@helmsinglaw.com>; Anderson, Logan <dlogananderson@cityofmobile.org>
Cc: Aamoth, Victoria <victoria.aamoth@cityofmobile.org>; Green, Tiffany <greent@cityofmobile.org>; Walley, Samara <samara.walley@cityofmobile.org>; Monica Nicholas <mcg@helmsinglaw.com>
Subject: RE: Emanuel Trucking GW, LLC (ZON-UDC-003518-2025)

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

All,

Attached is the AutoCAD file.

Casey Pipes, Esq., CRE
Helmsing, Leach, Herlong, Newman & Rouse, P.C.
www.helmsinglaw.com
(251) 432-5521

From: Keri Coumanis <KRC@helmsinglaw.com>
Sent: Tuesday, October 21, 2025 10:47 AM
To: Anderson, Logan <dlogananderson@cityofmobile.org>; J. Casey Pipes <jcp@helmsinglaw.com>
Cc: Aamoth, Victoria <victoria.aamoth@cityofmobile.org>; Green, Tiffany <greent@cityofmobile.org>; Walley, Samara <samara.walley@cityofmobile.org>; Monica Nicholas <mcg@helmsinglaw.com>
Subject: RE: Emanuel Trucking GW, LLC (ZON-UDC-003518-2025)

Logan,

The attached documents are being submitted in response to Items 1 and 4 below.

We have requested the DWG file from poly surveying.

Thank you,

Keri

Keri Renee Coumanis
Helmsing, Leach, Herlong, Newman & Rouse, PC
(251) 434-0888 (direct dial)
(251) 432-5521
www.helmsinglaw.com

From: Anderson, Logan <dlogananderson@cityofmobile.org>
Sent: Tuesday, October 21, 2025 10:31 AM
To: J. Casey Pipes <jcp@helmsinglaw.com>; Keri Coumanis <KRC@helmsinglaw.com>
Cc: Aamoth, Victoria <victoria.aamoth@cityofmobile.org>; Green, Tiffany <greent@cityofmobile.org>; Walley, Samara <samara.walley@cityofmobile.org>; Monica Nicholas <mcg@helmsinglaw.com>
Subject: Re: Emanuel Trucking GW, LLC (ZON-UDC-003518-2025)

Understood. We'll strike that from the application review checklist.

Logan Anderson
Principal Planner
Build Mobile
dlogananderson@cityofmobile.org
(251) 208-5895

BUILDMOBILE

From: J. Casey Pipes <jcp@helmsinglaw.com>
Sent: Tuesday, October 21, 2025 10:25 AM
To: Anderson, Logan <dlogananderson@cityofmobile.org>; Keri Coumanis <KRC@helmsinglaw.com>
Cc: Aamoth, Victoria <victoria.aamoth@cityofmobile.org>; Green, Tiffany <greent@cityofmobile.org>; Walley, Samara <samara.walley@cityofmobile.org>; Monica Nicholas <mcg@helmsinglaw.com>
Subject: RE: Emanuel Trucking GW, LLC (ZON-UDC-003518-2025)

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

Logan,

I used the City's website this morning to check the list we created using the Revenue Commissioner's website originally. I don't know which website or system your office uses.

https://experience.arcgis.com/experience/fb721539c24d4f288f1c4b8587a3601a

Using both systems, I think our originally submitted list of neighboring property owners within 300' of the subject property is correct.

Casey Pipes, Esq., CRE
Helmsing, Leach, Herlong, Newman & Rouse, P.C.
www.helmsinglaw.com
(251) 432-5521

From: Anderson, Logan <dlogananderson@cityofmobile.org>
Sent: Tuesday, October 21, 2025 9:47 AM
To: J. Casey Pipes <jcp@helmsinglaw.com>; Keri Coumanis <KRC@helmsinglaw.com>
Cc: Aamoth, Victoria <victoria.aamoth@cityofmobile.org>; Green, Tiffany <greent@cityofmobile.org>; Walley, Samara <samara.walley@cityofmobile.org>; Monica Nicholas <mcg@helmsinglaw.com>
Subject: Re: Emanuel Trucking GW, LLC (ZON-UDC-003518-2025)

If you believe the system is in error, we can proceed without the additional labels; however, any complaints from property owners who did not receive required notifications—and are later determined to have been entitled to them—will result in the request being held over until proper notification can be provided.

Logan Anderson
Principal Planner
Build Mobile
dlogananderson@cityofmobile.org
(251) 208-5895

BUILDMOBILE

From: J. Casey Pipes <jcp@helmsinglaw.com>
Sent: Tuesday, October 21, 2025 9:38 AM
To: Anderson, Logan <dlogananderson@cityofmobile.org>; Keri Coumanis <KRC@helmsinglaw.com>
Cc: Aamoth, Victoria <victoria.aamoth@cityofmobile.org>; Green, Tiffany <greent@cityofmobile.org>; Walley, Samara <samara.walley@cityofmobile.org>; Monica Nicholas <mcg@helmsinglaw.com>
Subject: RE: Emanuel Trucking GW, LLC (ZON-UDC-003518-2025)

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

Logan,

Thanks. We will work through this. However, I am trying to understand where you came up with the missing notification labels. The rezoning pertains to the First Baptist Church of Theodore's property shown on the attached maps. The 300' radius around this entire parcel (including the part that is not being rezoned) does not touch the parcels of land that front on Cary Hamilton Road, much less Pecan Grove Ave., or the ones on the North side of Mobile Lane (Street) or further up Bellingrath Road.

Were you drawing your radius around additional parcels that were previously subdivided and conveyed out by the Church (e.g., parcels 181.002 and 181.003)?

Thanks.

Casey Pipes, Esq., CRE
Helmsing, Leach, Herlong, Newman & Rouse, P.C.
www.helmsinglaw.com
(251) 432-5521

From: Anderson, Logan <dlogananderson@cityofmobile.org>
Sent: Monday, October 20, 2025 12:20 PM
To: J. Casey Pipes <jcp@helmsinglaw.com>; Keri Coumanis <KRC@helmsinglaw.com>
Cc: Aamoth, Victoria <victoria.aamoth@cityofmobile.org>; Green, Tiffany <greent@cityofmobile.org>; Walley, Samara <samara.walley@cityofmobile.org>
Subject: RE: Emanuel Trucking GW, LLC (ZON-UDC-003518-2025)

Good afternoon,

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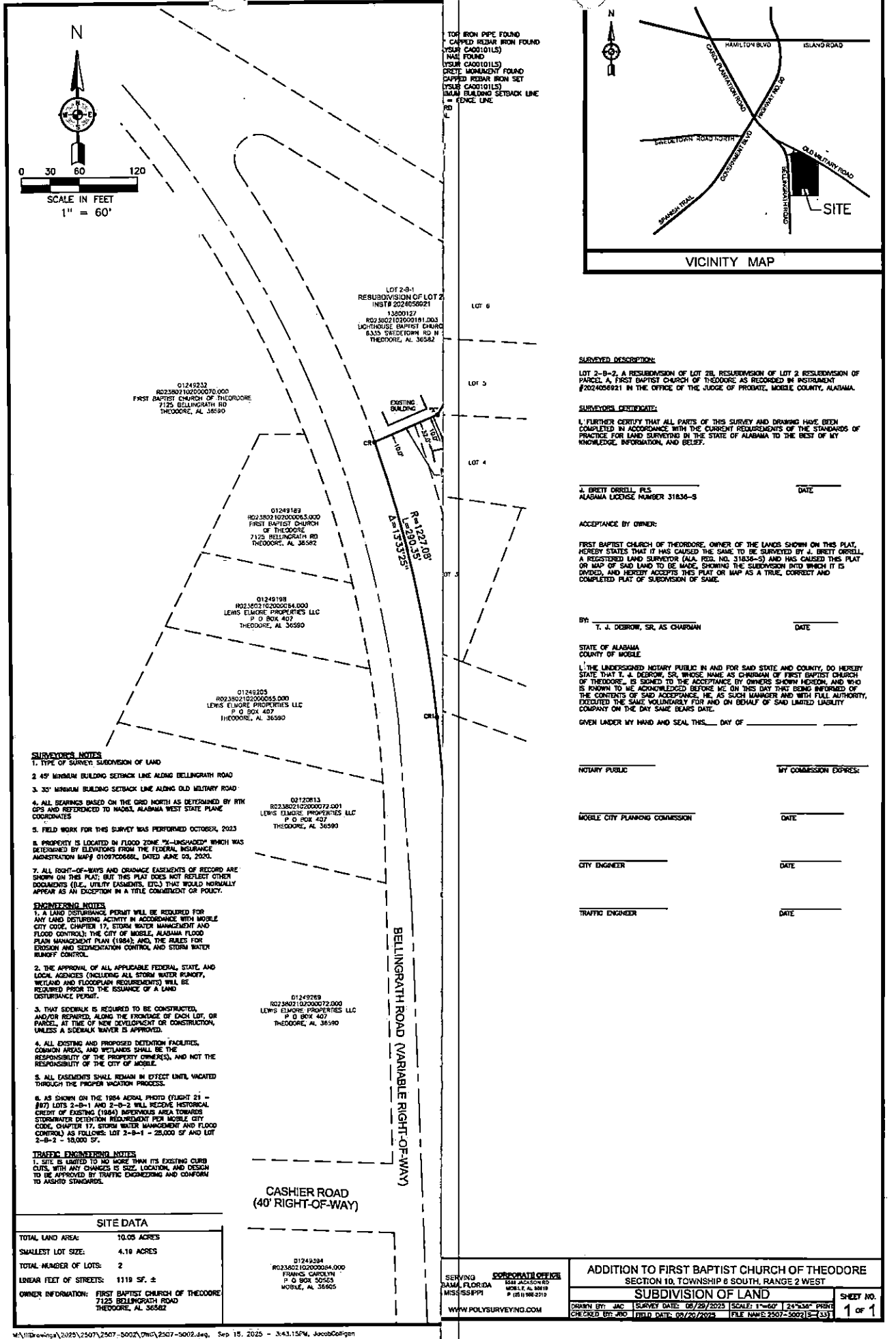
Important:
If the required Neighborhood Meeting documentation is not received by **November 5, 2025**, the application will be held over. A new Neighborhood Meeting may be required if the submitted documentation does not comply with the required submittal timeline.

If you have any questions or need further clarification, please do not hesitate to contact us.

Regards,

Logan Anderson
Principal Planner
Build Mobile
dloganander son@cityofmobile.org
(251) 208-5895

BUILDMOBILE



SURVEYOR'S NOTES

1. TYPE OF SURVEY: SUBDIVISION OF LAND
2. 45' MINIMUM BUILDING SETBACK LINE ALONG BELLINGRATH ROAD
3. 35' MINIMUM BUILDING SETBACK LINE ALONG OLD MILITARY ROAD
4. ALL BEARINGS BASED ON THE GRID NORTH AS DETERMINED BY RTK GPS AND REFERENCED TO NAD83, ALABAMA WEST STATE PLANE COORDINATES
5. FIELD WORK FOR THIS SURVEY WAS PERFORMED OCTOBER, 2023
6. PROPERTY IS LOCATED IN FLOOD ZONE "X-UNSHADED" WHICH WAS DETERMINED BY ELEVATIONS FROM THE FEDERAL INSURANCE ADMINISTRATION MAP# 01097C0668L, DATED JUNE 03, 2020.
7. ALL RIGHT-OF-WAYS AND DRAINAGE EASEMENTS OF RECORD ARE SHOWN ON THIS PLAT; BUT THIS PLAT DOES NOT REFLECT OTHER DOCUMENTS (I.E., UTILITY EASEMENTS, ETC.) THAT WOULD NORMALLY APPEAR AS AN EXCEPTION IN A TITLE COMMITMENT OR POLICY.

ENGINEERING NOTES

1. 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.
2. 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.
3. 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.
4. 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.
5. ALL EASEMENTS SHALL REMAIN IN EFFECT UNTIL VACATED THROUGH THE PROPER VACATION PROCESS.
6. AS SHOWN ON THE 1984 AERIAL PHOTO (FLIGHT 29 - #67) LOTS 2-B-1 AND 2-B-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 2-B-1 - 28,000 SF AND LOT 2-B-2 - 15,000 SF.

TRAFFIC ENGINEERING NOTES

1. SITE IS LIMITED TO NO MORE THAN ITS EXISTING CURB CUTS, WITH ANY CHANGES IN SIZE, LOCATION, AND DESIGN TO BE APPROVED BY TRAFFIC ENGINEERING AND CONFORM TO AASHTO STANDARDS.

SITE DATA

TOTAL LAND AREA:	10.05 ACRES
SMALLEST LOT SIZE:	4.18 ACRES
TOTAL NUMBER OF LOTS:	2
LINEAR FEET OF STREETS:	1119 SF. ±
OWNER INFORMATION:	FIRST BAPTIST CHURCH OF THEODORE 7125 BELLINGRATH ROAD THEODORE, AL 36582

SURVEYED DESCRIPTION:

LOT 2-B-2, A RESUBDIVISION OF LOT 2B, RESUBDIVISION OF LOT 2 RESUBDIVISION OF PARCEL A, FIRST BAPTIST CHURCH OF THEODORE AS RECORDED IN INSTRUMENT #2024056921 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

SURVEYORS CERTIFICATE:

I, FURTHER CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

J. BRETT DORRELL, PLS — DATE
ALABAMA LICENSE NUMBER 31836-S

ACCEPTANCE BY OWNER:

FIRST BAPTIST CHURCH OF THEORDORE, OWNER OF THE LANDS SHOWN ON THIS PLAT, HEREBY STATES THAT IT HAS CAUSED THE SAME TO BE SURVEYED BY J. BRETT DORRELL, A REGISTERED LAND SURVEYOR (ALA. REG. NO. 31836-S) AND HAS CAUSED THIS PLAT OR MAP OF SAID LAND TO BE MADE, SHOWING THE SUBDIVISION INTO WHICH IT IS DIVIDED, AND HEREBY ACCEPTS THIS PLAT OR MAP AS A TRUE, CORRECT AND COMPLETED PLAT OF SUBDIVISION OF SAME.

BY: _____ DATE
T. J. DEBROW, SR, AS CHAIRMAN

STATE OF ALABAMA
COUNTY OF MOBILE

I, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, DO HEREBY STATE THAT T. J. DEBROW, SR, WHOSE NAME AS CHAIRMAN OF FIRST BAPTIST CHURCH OF THEODORE., IS SIGNED TO THE ACCEPTANCE BY OWNERS SHOWN HEREON, AND WHO IS KNOWN TO ME ACKNOWLEDGED BEFORE ME ON THIS DAY THAT BEING INFORMED OF THE CONTENTS OF SAID ACCEPTANCE, HE, AS SUCH MANAGER AND WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY FOR AND ON BEHALF OF SAID LIMITED LIABILITY COMPANY ON THE DAY SAME BEARS DATE.

GIVEN UNDER MY HAND AND SEAL THIS___ DAY OF _____ ____

NOTARY PUBLIC — MY COMMISSION EXPIRES:

MOBILE CITY PLANNING COMMISSION — DATE

CITY ENGINEER — DATE

TRAFFIC ENGINEER — DATE

SERVING ALABAMA, FLORIDA & MISSISSIPPI
CORPORATE OFFICE: 5568 JACKSON RD MOBILE, AL 36619 P (251) 666-2919
WWW.POLYSURVEYING.COM

ADDITION TO FIRST BAPTIST CHURCH OF THEODORE
SECTION 10, TOWNSHIP 6 SOUTH, RANGE 2 WEST
SUBDIVISION OF LAND

DRAWN BY: JAC	SURVEY DATE: 08/29/2025	SCALE: 1"=60'	24"X36" PRINT	SHEET NO. 1 OF 1
CHECKED BY: JBD	FIELD DATE: 08/29/2025	FILE NAME: 2507-5002[S-33]		

M:\11Drawings\2025\2507\2507-5002\Dwg\2507-5002.dwg, Sep 15, 2025 - 3:43:15PM, JacobCalligan

A PORTION OF LOT 2-B-2, A RESUBDIVISION OF LOT 2B, RESUBDIVISION OF LOT 2 RESUBDIVISION OF PARCEL A, FIRST BAPTIST CHURCH OF THEODORE AS RECORDED IN INSTRUMENT #2024056921 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CRIMP TOP IRON FOUND AT THE SOUTHEAST CORNER OF SAID LOT 2-B-2, THENCE RUN N04°23'58"W, 242.48 FEET TO A CRIMP TOP IRON FOUND; THENCE RUN N89°19'45"W, 275.00 FEET TO A CAPPED REBAR FOUND; THENCE RUN N0°51'10"W. 179.76 FEET TO A CAPPED REBAR FOUND; THENCE RUN N63°00'27"W, 100.00 FEET TO A CAPPED REBAR FOUND; THENCE RUN S72°40'37"W, 304.10 FEET TO A CAPPED REBAR SET; THENCE RUN S0°59'14"E, 90.00 FEET TO A CAPPED REBAR SET; THENCE RUN S89°00'45"W, 99.97 FEET TO A CAPPED REBAR SET ON THE EAST RIGHT-OF-WAY LINE OF BELLINGRATH ROAD; THENCE RUN S01°01'00"E, ALONG SAID RIGHT-OF-WAY LINE, 273.79 FEET TO A CAPPED REBAR FOUND AT THE SOUTHWEST CORNER OF SAID LOT 2-B-2; THENCE RUN S88°57'00"E, 769.35 FEET TO THE POINT OF BEGINNING, CONTAINING 5.86 ACRES, MORE OR LESS.

CITY OF MOBILE
REAL ESTATE DEPT
PO BOX 1827
MOBILE, AL 36633-1827

FIRST BAPTIST CHURCH OF
%LONNIE B BYRD, PASTOR
7125 BELLINGRATH RD
THEODORE AL 36582

FRANKS CAROLYN
PO BOX 50685
MOBILE AL 36605-0685

MITCHELL WARREN
7195 BUSH LN
THEODORE AL 36582-2205

HALL TONJA DENISE
7070 OLD MILITARY RD
THEODORE AL 36582-2140

JACKSON MARY E
ATTN CARMEKIA SULLIVAN
2847 SEBASTIAN LN
MELBOURNE FL 32935-3657

BROWN EULA
C/O LULA PAYNE
2808 CORONADO CT
MOBILE AL 36693

4910-9219-7996, v. 1

QUAN PARTNERS LLC
1208 MACARTHUR PLACE CT
MOBILE AL 36609-5186

LEWIS ELMORE PROPERTIES LLC
P O BOX 407
THEODORE AL 36590

REESE MARTHA
C/O JESSIE WILLIAMS
5680 KING ST
THEODORE AL 36582-2212

CASEY PIPES
POST OFFICE BOX 2767
MOBILE, AL 36652

MONROE BREANA & JACOB
MATTHEWS
7031 OLD MILITARY RD
THEODORE AL 36582-2141

DAVIS CASSANDRA ROSS
10443 KIPLING TRCE
THEODORE AL
36582-8431

MACK MANUFACTURING INC
PO BOX 1559
THEODORE AL 36590-1559

LIGHTHOUSE BAPTIST CHURCH
6335 SWEDETOWN RD N
THEODORE AL 36582-6294

MARTIN III ARTHUR
113 HUSTON CT
HUNTSVILLE AL 35806-4254

DEES EDDIE J & MATTIE
7212 BELLINGRATH RD
THEODORE AL 36582

JACKSON ARTIS J JR & ELIZABETH
8218 MANDERLY PL
CONVERSE TX 78109-3210

LIGHTHOUSE BAPTIST CHURCH
6335 SWEDETOWN RD N
THEODORE AL 36582-6294

VANCE ANGUS H
2125 DORCHESTER DRIVE
MOBILE AL 36695-2920

GRAHAM LU R
6951 POPE LANE
THEODORE AL 36582-2117

City of Mobile • Planning &Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits**
Checklist A

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

☐ **Planned Development**
Checklist C

☐ **Previously approved Planning Approvals or Planned Unit Development**
Checklist D

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

---

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

	Applicant	Agent (If Applicable)
Name:	First Baptist Church Theodore	Casey Pipes
Firm:		Helmsing Leach Herlong NEwman & Rouse P.C.
Phone:	[redacted]	
Email:		
Address:		

	Owner	Design Professional
Name:	First Baptist Church Theodore	
Firm:		
Phone:	[redacted]	
Email:		
Address:		

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

7125 Bellingrath Road, Theodore, AL 36582 — Property Address

10.07 acres; 19,705 sqft — Property Area (acres or square feet)

R023802102000181.00

Parcel Number(s) or Key Number(s)

01250229

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: 10-17-2025

Applicant or Agent Signature (If applicable) — Date: 10-17-2025

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION

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

Applicant or Agent Signature — Date

City of Mobile · Planning & Zoning

Voluntary Conditions & Use Restrictions

I, the undersigned, as the owner of the property located at 7125 Bellingrath Road, Theodore, AL 36582 (the property), more specifically described in the attached legal description, and in consideration for Planning Commission and City Council rezoning approval, I hereby voluntarily covenant with the City of Mobile that the following uses shall be prohibited on the property:

1. Adult Entertainment Enterprise 2. Alternative Financial Service Provider (including, without limitation, payday/title lenders, check-cashing stores)

3. Bail Bond Services 4. Bar/Lounge (stand-alone drinking establishments where alcohol sales are the primary use) 5. Car Wash (automatic or self-service)

6. Carnival/Circus (temporary or seasonal amusement operations as a principal use) 7. Liquor Store (package sales of alcoholic beverages as a principal use)

Furthermore, I voluntarily place the following conditions and restrictions on the property as a part of the rezoning of the property:

The above stated restrictions shall run with the land and are fully enforceable by the City of Mobile as a condition of the Rezoning.

T.J. Debrow, Sr. — Owner Signature

10-17-2025 — Date

Applicant Signature — Date

STATE OF _____

COUNTY OF _____

CITY OF _____

I, the undersigned authority, a Notary Public in and for said State and County, do hereby certify that T.J. Debrow, Sr., whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, executed the same voluntarily on the day the same bears date. Given under my and official seal this the _____ day of _____, _____.

Notary Public

My commission expires: _____

Planning Commission
November 20, 2025

Agenda Item # 14

SUB-003482-2025, SUB-SW-003519-2025 & ZON-UDC-003518-2025

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

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Sidewalk Waiver

Applicant Materials for Consideration – Rezoning

DETAILS

Location:
7125 Bellingrath Road

Subdivision Name:
Addition to First Baptist Church of Theodore Subdivision

Applicant / Agent:
T.J. Debrow, Sr., First Baptist Church of Theodore

Property Owners:
First Baptist Church of Theodore

Current Zoning:
R-1, Single-Family Residential Suburban District

Proposed Zoning:
R-1, Single-Family Residential Suburban District, & B-4, General Business District

Future Land Use:
Low Density Residential

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.
- Request to waive the construction of a sidewalk along Bellingrath Road.
- Rezoning from R-1, to R-1 & B-4
  - 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;
2. Sidewalk Waiver request; and
3. Rezoning with four (4) conditions.

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PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units.

APPLICATION NUMBER 14 DATE November 20, 2025

APPLICANT Addition to First Baptist Church of Theodore Subdivision

REQUEST Subdivision, Sidewalk Waiver, Rezoning from R-1 to B-4

N

NTS

SITE HISTORY

The site has been the subject of the following subdivision approvals:

- First Baptist Church Theodore Alabama Subdivision – a two (2)-lot subdivision approved and recorded in July 1976, prior to annexation into the City of Mobile;
- First Baptist Church of Theodore Subdivision, Resubdivision of Parcel A – a two (2)-lot subdivision approved and recorded in April 2009, following annexation into the City;
- First Baptist Church of Theodore Subdivision, Resubdivision of Lot 2 – a two (2)-lot subdivision approved and recorded in June 2018; and
- First Baptist Church of Theodore Subdivision, Resubdivision of Lot 2B, Resubdivision of Lot 2, Resubdivision of Parcel A – a two (2)-lot subdivision approved and recorded in September 2024.

Following annexation, the site retained its R-1, Single-Family Residential District zoning classification. It was developed for use as a religious facility prior to annexation and is considered non-conforming, as current regulations require Conditional Use Permit approval by the Planning Commission and City Council for religious facilities in the R-1 zoning district.

No additional Planning Commission or Board of Zoning Adjustment actions 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. Delete ENGINEERING NOTES #6 and insert "As shown on the 1984 aerial photo (Flight 21 #97) LOT 1 and LOT 2 will share the 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 – 18,000 SF and LOT 2 – NONE."
C. Retain NOTES 7 – 9, 13, and 15.
D. 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.

Sidewalk Waiver:

1. It appears that there is sufficient room within the ROW, or within the property on the back side of the roadside ditch, for the construction of a sidewalk that could be approved through the Permitting process.

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) existing legal lot. The site is served by public water and sanitary sewer.

Both proposed lots will have frontage along Bellingrath Road, with Proposed Lot 2 also having frontage along Old Military Road. Old Military Road is a minor street without curb and gutter improvements, requiring a 60-foot-wide right-of-way, while Bellingrath Road is a major street requiring a 100-foot-wide right-of-way. Neither street is currently depicted with sufficient right-of-way width. However, previous subdivision approvals granted a waiver of Section 6.B.9. of the Subdivision Regulations, allowing increased front yard setbacks in lieu of additional right-of-way dedication.

The current plat illustrates a 45-foot front yard setback along Bellingrath Road and a 35-foot setback along Old Military Road, consistent with the most recently recorded subdivision plat. Therefore, a renewed waiver of Section 6.B.9. may again be appropriate. If approved, these increased setbacks should be retained on the Final Plat.

Proposed Lot 2 constitutes a double-frontage lot, which is generally discouraged by Section 6.C.7. of the Subdivision Regulations. Nonetheless, previous subdivision approvals permitted this configuration, suggesting that a waiver of Section 6.C.7. may be appropriate.

Both lots exceed the minimum area and size requirements for lots served by public water and sanitary sewer within the site's existing and proposed zoning classifications. Lot dimensions and area are correctly labeled in both square feet and acres on the preliminary plat, in compliance with Section 5.A.2(e)(4) of the Subdivision Regulations. This information should be retained and updated on the Final Plat to reflect any required dedications.

The proposed lots also exceed the minimum width requirements of Sections 6.C.2(b)(2) and 6.C.2(b)(4) of the Subdivision Regulations for both residential and non-residential frontages.

As noted, the 45-foot and 35-foot front yard setbacks along Bellingrath and Old Military Roads, respectively, exceed the dimensional requirements of Article 2 for both the existing and proposed zoning districts. These setbacks should be retained on the Final Plat, if approved. If additional right-of-way dedication is required along either frontage, the Final Plat must illustrate a minimum 25-foot front yard setback along each street frontage, as required by Section 6.C.8. of the Subdivision Regulations.

Sidewalk Waiver

The site is currently developed with a religious facility. The applicant proposes to develop Proposed Lot 2 of the concurrent subdivision request, which is presently undeveloped. Accordingly, any new development on the site

will be subject to full compliance with the Unified Development Code (UDC), the Subdivision Regulations, and all other applicable codes and ordinances.

Pursuant to Section 7.C.4. of the Subdivision Regulations, sidewalks are required along the property's Bellingrath Road frontage. The applicant requests a waiver from this requirement, citing the absence of existing sidewalks and the open-ditch design of the roadway as factors rendering sidewalk construction impractical.

Proposed Lot 1, which will remain developed following subdivision approval, was established prior to adoption of the current regulations. Therefore, sidewalk installation along its Bellingrath Road and Old Military Road frontages is not required at this time. However, any future development or redevelopment of that lot will be required to comply with current regulations, including sidewalk installation along Old Military Road, unless the Planning Commission approves another Sidewalk Waiver.

A detailed narrative supporting the waiver request, along with related documentation—including the site plan, cross-section drawings, and supporting exhibits—is available via the link provided on Page 1 of this report.

Rezoning

The applicant proposes to subdivide and rezone a portion of the property (Proposed Lot 2) from R-1, Single-Family Residential Suburban District, to B-4, General Business District, to allow development of a truck repair facility. The overall property is currently occupied by the First Baptist Church of Theodore, which, according to the applicant, historically encompassed approximately 16 acres. Over time, the church has reduced its active footprint, leaving the proposed lot as an undeveloped portion of the larger site.

Voluntary conditions and use restrictions have been submitted in conjunction with the rezoning request. Additional details, including the complete application, are available via the link provided on Page 1 of this report.

The subject site is bordered to the south by Heavy Industrial (I-2) property, with additional warehousing and manufacturing uses located further along Bellingrath Road. To the north, the property adjoins the remaining church facilities and residential parcels zoned R-1. Overall, the surrounding area contains a mix of residential, institutional, commercial, and light industrial uses, reflecting the corridor's ongoing transition from a predominantly rural setting to a more commercial and employment-oriented corridor, as noted by the applicant.

The Unified Development Code (UDC) and its associated zoning map are derived from long-range comprehensive planning studies intended to promote orderly, desirable development. Casual or unsupported amendments to the UDC can 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 support of the request, the applicant suggests that the proposed B-4 zoning, in combination with the Voluntary Conditions and Use Restrictions offered, would provide an appropriate transitional buffer between the heavy industrial operations to the south and the remaining residential and institutional uses to the north. As truck repair is a permitted use in the B-4 district, the applicant further suggests that the proposed development—when designed with adequate site buffering and screening—would be compatible with nearby industrial activities.

The applicant also notes that the Bellingrath Road corridor has experienced increasing levels of commercial and small-scale industrial development in recent years. Its proximity to U.S. Highway 90, Downtown Mobile, and the Interstate system has enhanced its appeal for service and distribution-oriented businesses. These evolving conditions represent a significant change from the area's original residential character. The proposal is therefore presented as a response to those trends, promoting reuse of underutilized land, supporting local business growth, and encouraging continued reinvestment in the corridor.

The Future Land Use Map (FLUM) of the Map for Mobile designates the site as Low Density Residential (LDR). While the requested B-4 zoning is not directly consistent with that designation, the Map for Mobile serves as a general policy guide. Site-specific rezoning requests may be appropriate where unique physical conditions, existing development patterns, or transitional relationships justify consideration of alternative zoning.

Although the LDR designation does not explicitly support B-4 zoning, the proposed amendment aligns with several guiding principles of the Map for Mobile, including:

- Strategic Infill – Encouraging reuse of underutilized parcels within established areas.
- Economic Development – Supporting job creation and local business investment.
- Efficient Use of Infrastructure – Leveraging existing access, utilities, and roadway capacity to support compatible development.

Any future commercial development of the site should include appropriate buffering, screening, and access management measures to minimize potential impacts on nearby residential and institutional properties. While a site plan was not submitted with this rezoning request—and is not required at this stage—a detailed site plan will be required during the permitting process if the rezoning is approved. That plan must demonstrate compliance with all applicable provisions of the UDC, including landscaping, buffering, parking, and access requirements.

Given the site's adjacency to heavy industrial uses, evolving land use conditions along Bellingrath Road, and the applicant's offer of Voluntary Use Restrictions to limit potential impacts, the proposed rezoning could be considered reasonable and contextually compatible.

If approved, the existing lot will be split-zoned until the subdivision is finalized; therefore, rezoning approval is contingent upon completion of the subdivision process.

Should the Commission find the request appropriate, approval could be recommended subject to compliance with the Voluntary Use Restrictions, and full compliance with all applicable requirements of the UDC, including landscaping, buffering, and access provisions.

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, waivers of Sections 6.B.9 (to waive right-of-way dedication) and 6.C.7. of the Subdivision Regulations (for double frontage) will be required and the following conditions could apply:

1. Retention of the 45-foot front yard setback along Bellingrath Road and the 35-foot front yard setback along Old Military Road on the Final Plat, consistent with the most recently recorded subdivision plat;
2. If any additional right-of-way dedication is required by the City Engineer, the Final Plat should illustrate a minimum 25-foot front yard setback along any affected street frontage, in compliance with Section 6.C.8. of the Subdivision Regulations;
3. Retention of the lot sizes in both square feet and acres on the Final Plat, consistent with Section 5.A.2(e)(4), adjusted for any required dedication;
4. Completion of the Rezoning request to eliminate the potential for any split-zoned lots;
5. Compliance with all Engineering comments noted in this staff report;
6. Placement of a note on the Final Plat stating 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.

SIDEWALK WAIVER CONSIDERATIONS

Standards of Review:

On May 31, 2011, the Mobile City Council adopted a "Complete Streets" policy to promote the design and construction of transportation corridors that provide safe, convenient, and equitable access for all users—including pedestrians, bicyclists, transit riders, motorists, commercial vehicles, emergency responders, and individuals of all ages and abilities.

Sidewalk installation is generally encouraged citywide, including in areas where pedestrian infrastructure is currently lacking. However, in determining the appropriateness of sidewalk construction along Monk Avenue, the Planning Commission should consider the broader context—such as existing development patterns, site-specific topographic constraints, and the presence or absence of nearby pedestrian infrastructure.

Considerations:

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

1. The City of Mobile Complete Streets Policy which supports the design and construction of streets for all users, including pedestrians;
2. The existing infrastructure in the area, such as adequate room for construction of a sidewalk, as well as connectivity to existing sidewalks and future sidewalks; and
3. Engineering comments, which indicate that there is sufficient room within the ROW, or within the property, for the construction of a sidewalk that could be permitted through the permitting process.

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 justification for the proposed amendment that addresses all of the following:

A) Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
B) Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
C) Compatibility. Whether the proposed amendment is compatible with:
    (1) The current development trends, if any, in the vicinity of the subject property;
    (2) Surrounding land uses;
    (3) Would adversely impact neighboring properties; or
    (4) Cause a loss in property values.
D) Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare;
E) Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and
F) Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.
G) Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

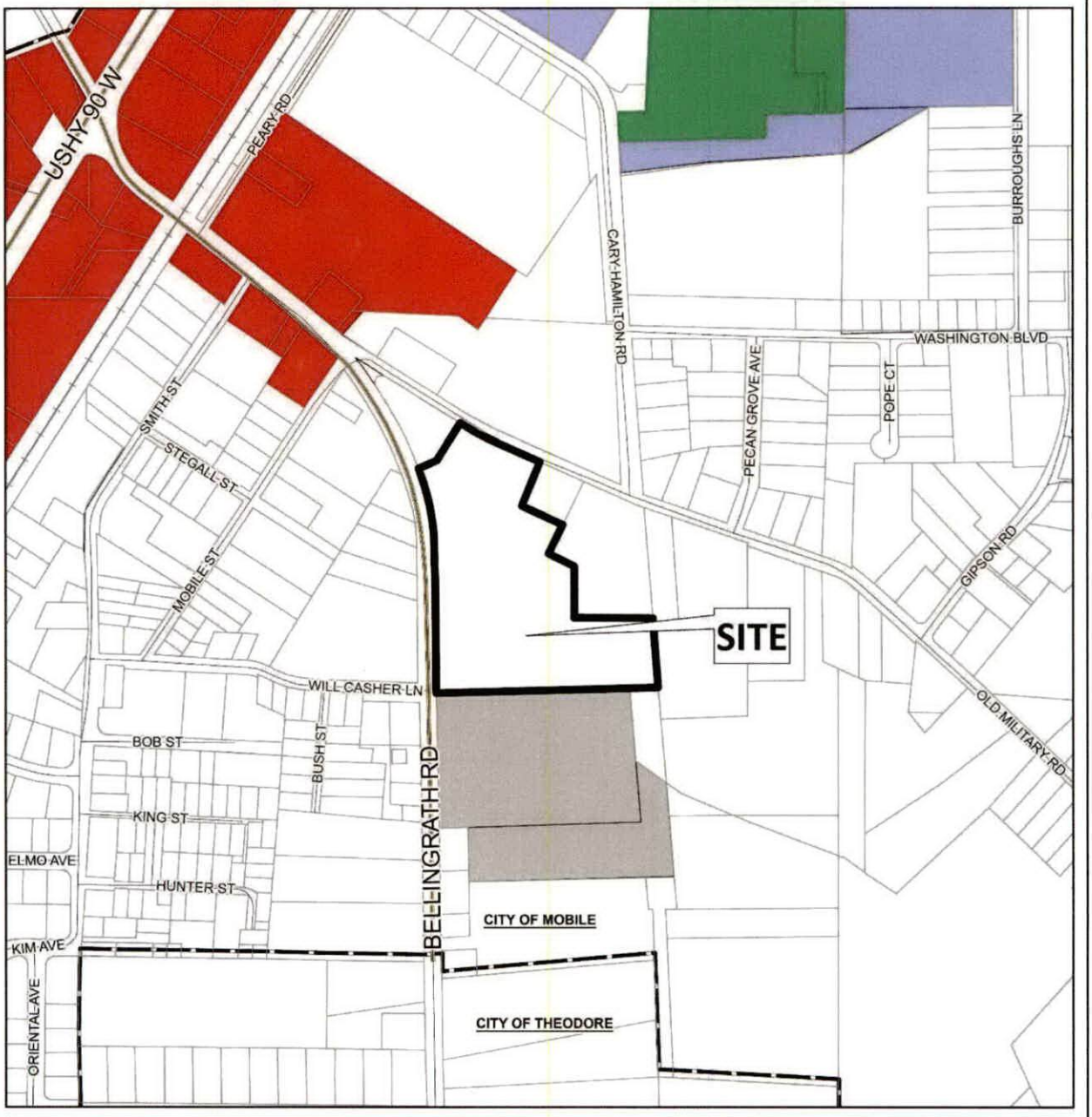
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

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

1. Completion of the Subdivision process;
2. Compliance with the associated Voluntary Conditions and Use Restrictions;
3. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and,
4. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 14 DATE November 20, 2025

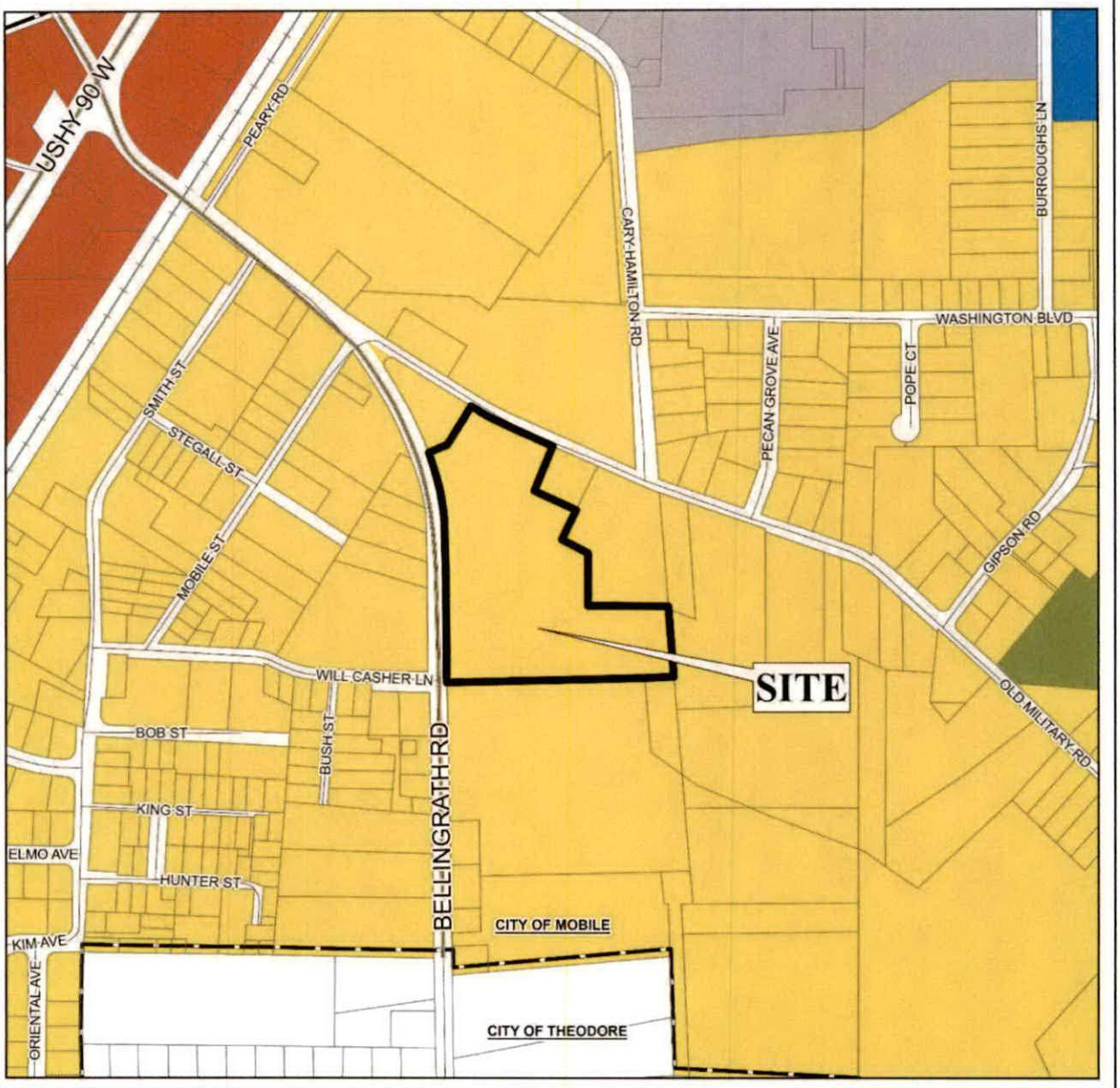
APPLICANT Addition to First Baptist Church of Theodore Subdivision

REQUEST Subdivision, Sidewalk Waiver, Rezoning from R-1 to B-4

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NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 14 DATE November 20, 2025

APPLICANT Addition to First Baptist Church of Theodore Subdivision

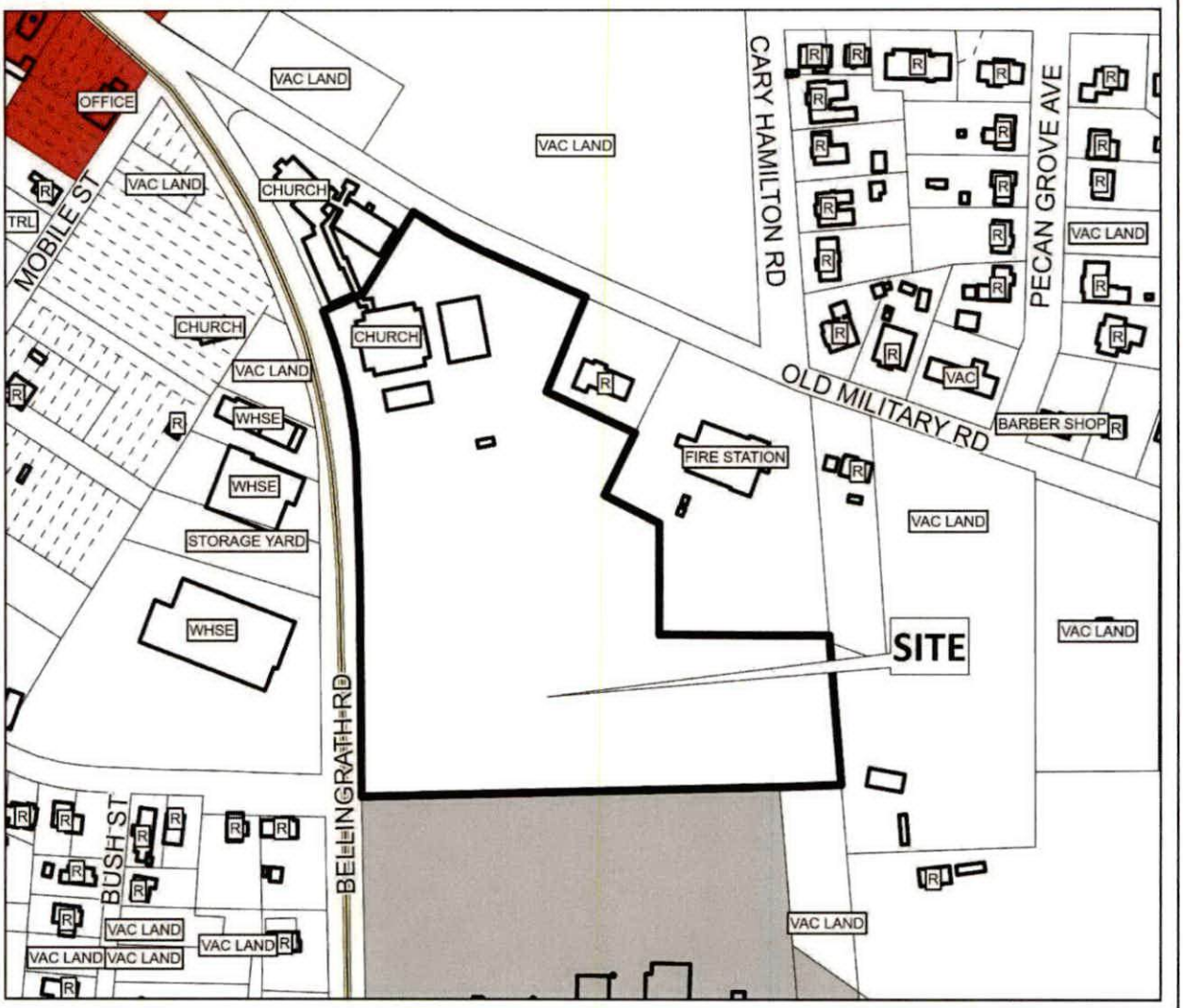
REQUEST Subdivision, Sidewalk Waiver, Rezoning from R-1 to B-4

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units.

APPLICATION NUMBER 14 DATE November 20, 2025

APPLICANT Addition to First Baptist Church of Theodore Subdivision

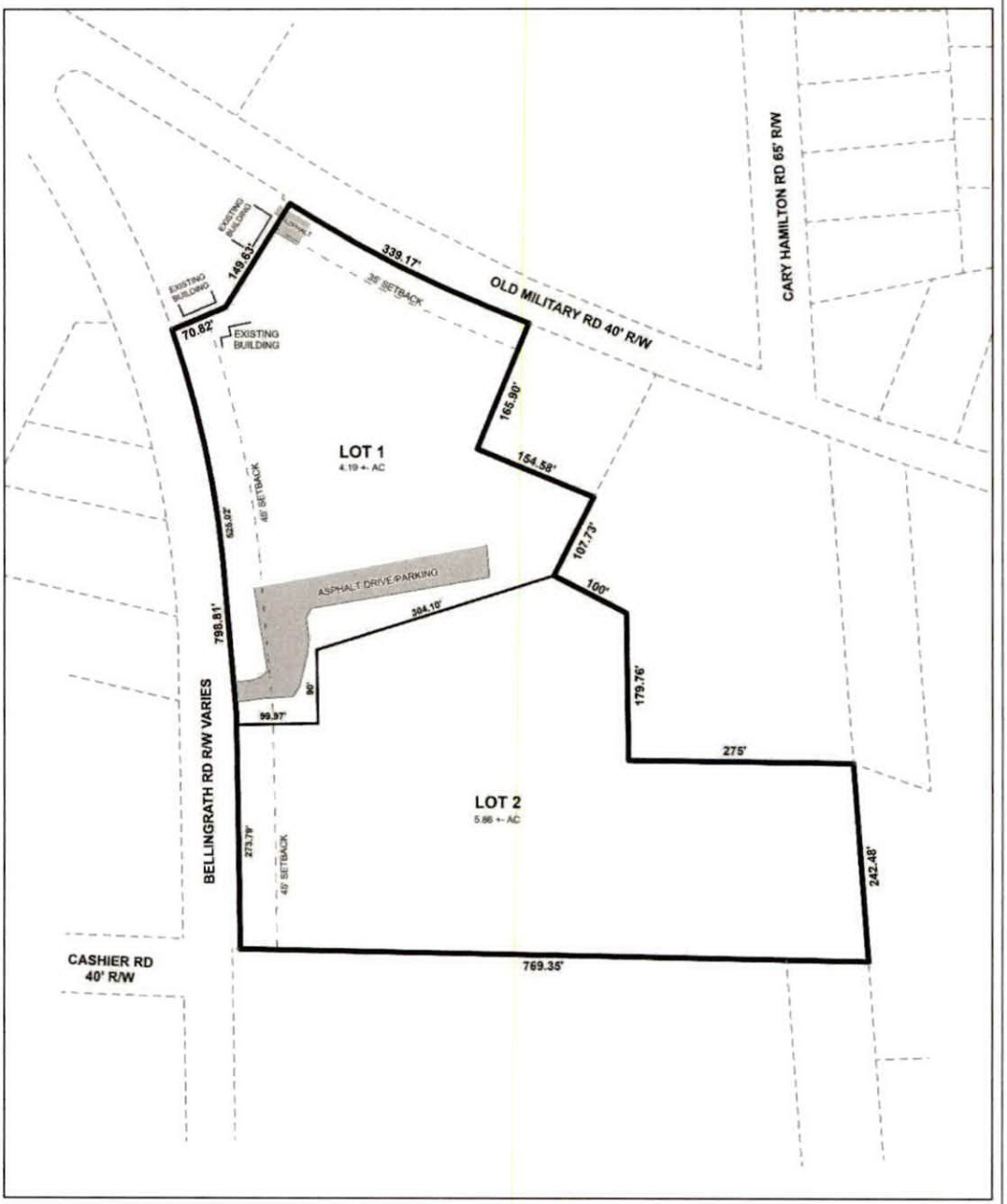
REQUEST Subdivision, Sidewalk Waiver, Rezoning from R-1 to B-4

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	

N

NTS

SITE PLAN



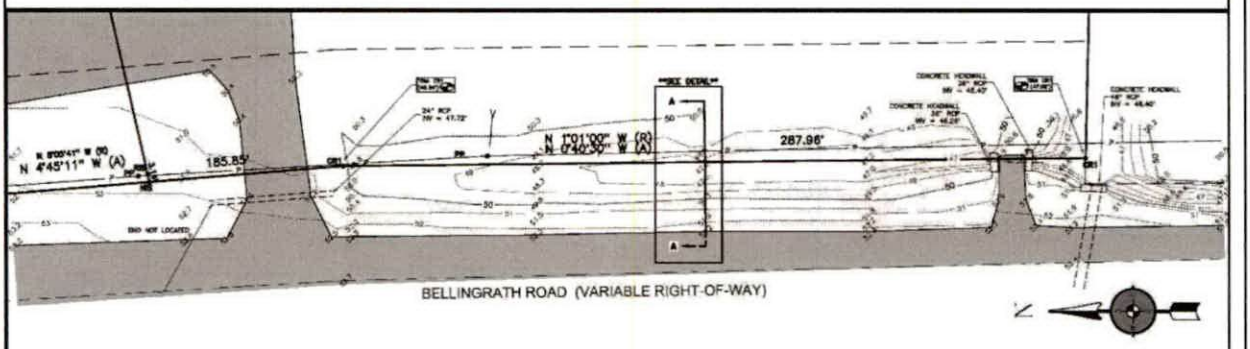
The site plan illustrates existing asphalt and setbacks.

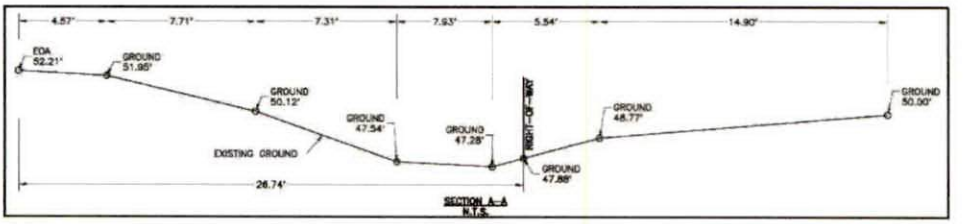
APPLICATION NUMBER	14	DATE	November 20, 2025
APPLICANT	Addition to First Baptist Church of Theodore Subdivision		
REQUEST	Subdivision, Sidewalk Waiver, Rezoning from R-1 to B-4		

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NTS

DETAIL SITE PLAN





APPLICATION NUMBER 14 DATE November 20, 2025

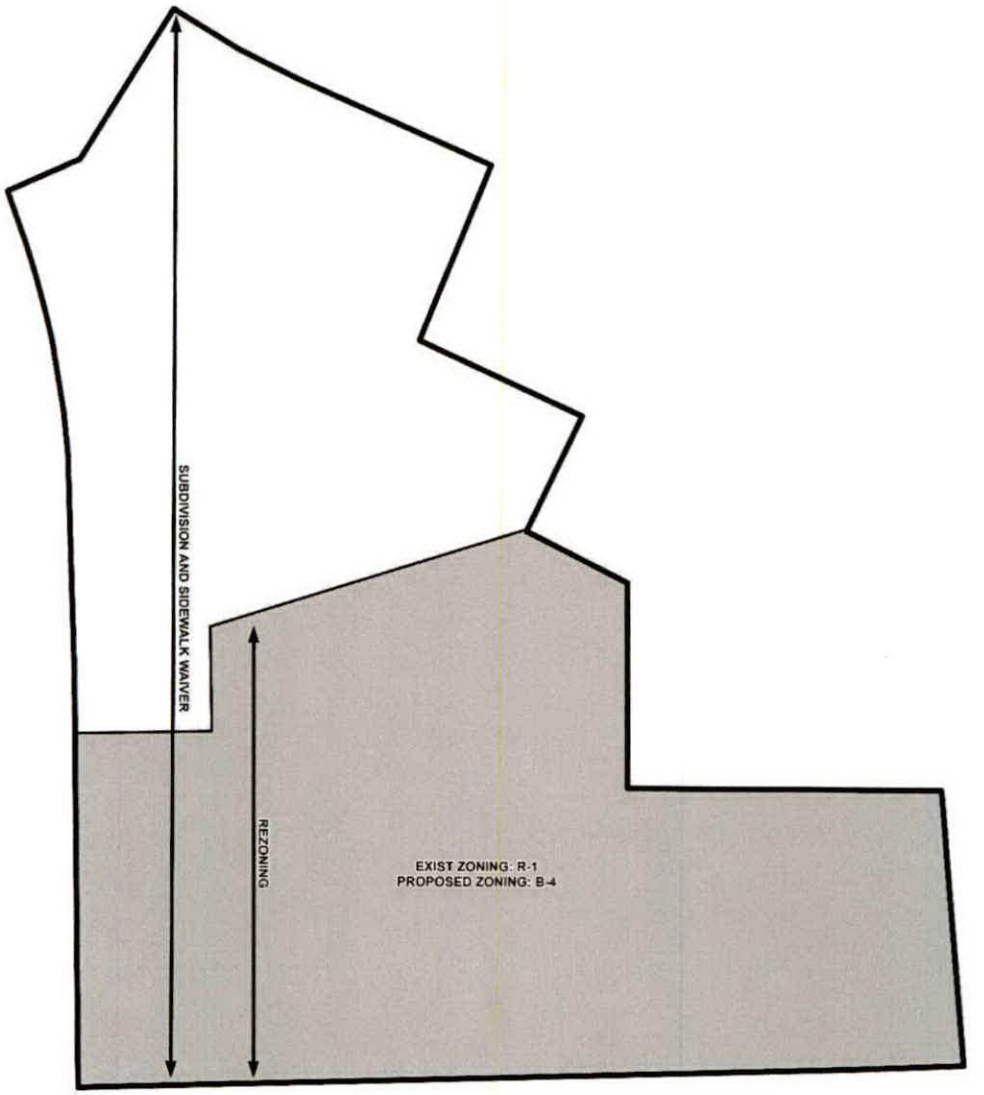
APPLICANT Addition to First Baptist Church of Theodore Subdivision

REQUEST Subdivision, Sidewalk Waiver, Rezoning from R-1 to B-4

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NTS

DETAIL SITE PLAN



APPLICATION NUMBER 14 DATE November 20, 2025

APPLICANT Addition to First Baptist Church of Theodore Subdivision

REQUEST Subdivision, Sidewalk Waiver, Rezoning from R-1 to B-4

N

NTS

FUTURE LAND USE MAP CORRESPONDENCE TO ZONING

A primary purpose of the Future Land Use Map is to guide zoning decisions. In many cases the designation on the FLUM may match the existing use of land, but in others the designated land use may differ from what is on the ground today. For example, a parcel that is in commercial use today but designated as any of the "mixed use" types on the map could redevelop with a mix of residential and commercial uses (such as retail, office, entertainment, etc., depending on the location).

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 correspondence between the FLUM and the zoning district structure is described in the matrix below. This tool gives the City the flexibility over the long-term to determine appropriate changes to the zoning map based on various factors.

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.

Zoning correspondence matrix

■ Zoning district is appropriate to implement the future land use category.

U S Zoning district with Urban or Suburban subdistrict is appropriate to implement the future land use category.

○ Elements of the zoning district are related to the future land use category and may be appropriate with qualifications or conditions.

□ Zoning district is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

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

LOW DENSITY RESIDENTIAL (LDR)

This designation applies to residential neighborhoods found mostly west of I-65 or immediately adjacent to the east side of I-65. These areas are primarily single family residential, but may contain small-scale complimentary uses and other residential types at appropriate locations. An LDR area may include a wide range of lot sizes, housing size and styles, including some small-scale multi-unit buildings, but housing styles are highly consistent within a subdivision and tend to have limited connectivity between residential types and non-residential uses. Neighborhoods tend to have longer blocks and may be designed in a network of meandering streets. Residential density ranges between 0 and 6 dwelling units per acre (du/ac).

Development Intent

- Complementary uses are designed and sited in a manner compatible with and connected to the surrounding context.
- The presence of individual ancillary uses should contribute to the fabric of a complete neighborhood, developed at a walkable, bikeable human scale.
- When establishing new residential areas or expanding existing developments, provide pedestrian and vehicular connectivity between adjacent developments.

Land use mix

Primary Uses

- Residential, Single family
- Residential, Attached

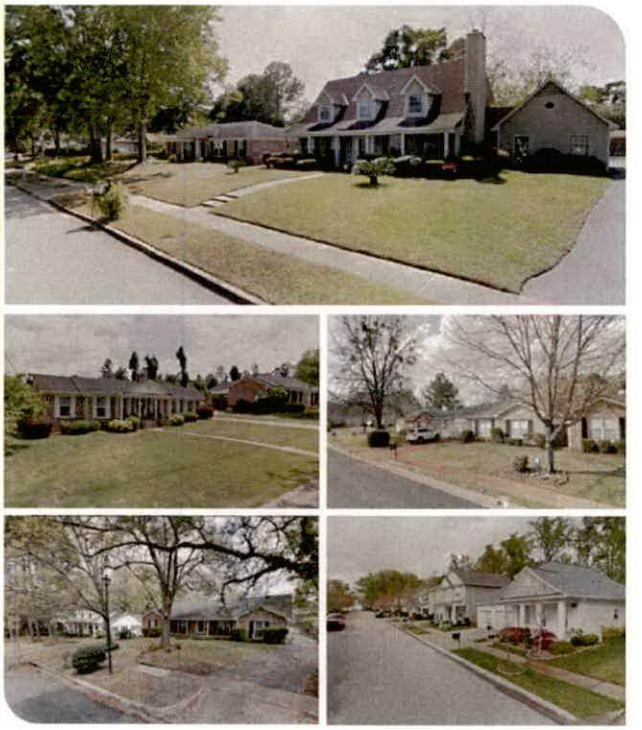
Secondary Uses

- Residential, Multifamily
- Civic
- Parks

Housing mix

- Predominantly single family subdivisions with lots smaller than one acre
- Attached residential such as duplexes, multiplexes, and townhomes that have the scale of a single family home

Character Example



41-1531 **2025**

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Modification
of Previously Approved Planned Unit Development
for Property Located at 3456 Halls Mill Road
and 2390 West I-65 Service Road South

Pursuant to Resolution of the Mobile, Alabama City Council adopted **December 9, 2025**, a public hearing will be held on the **13th** day of **January, 2026**, at 10:30 a.m., to consider adoption of an ordinance for the proposed modification of a previously approved Planned Unit Development for property located at 3456 Halls Mill Road and 2390 West I-65 Service Road South.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planned Unit Development was approved on April 3, 2008, to allow multiple buildings on a single building site located at 3456 Halls Mill Road, and 2390 West I-65 Service Road South and described as follows:

LOTS 1, 2 & A PORTION OF LOT 3, BEN RADCLIFF SUBDIVISION, AS RECORDED IN MAP BOOK 119, PAGE 60 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA;

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERNMOST CORNER OF LOT 2, BEN RADCLIFF SUBDIVISION, AS RECORDED IN MAP BOOK 119, PAGE 60 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 15°-26'-24" WEST ALONG SAID LOT 2 AND ALONG THE WEST RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 65 (VARIABLE R/W) A DISTANCE OF 132.04 FEET; THENCE RUN SOUTH 61°-51'-25" WEST ALONG SAID LOT 2 AND ALONG THE RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 65 A DISTANCE OF A DISTANCE OF 200.00 FEET TO THE COMMON CORNER BETWEEN SAID LOT 2 AND LOT 3 OF SAID BEN RADCLIFF SUBDIVISION; THENCE RUN SOUTH 44°-15'-04" WEST ALONG SAID LOT 3 AND ALONG RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 65 A DISTANCE OF 89.71 FEET; THENCE RUN SOUTH 04°-48'-25" WEST ALONG SAID LOT 3 AND ALONG RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 65 A DISTANCE OF 142.33 FEET TO A CORNER OF SAID LOT 3 AND THE NORTHWEST RIGHT-OF-WAY LINE OF HALLS MILL ROAD (60' R/W); THENCE RUN SOUTH 59°-29'-52" WEST ALONG SAID LOT 3 AND ALONG THE NORTHWEST RIGHT-OF-WAY LINE OF SAID HALLS MILL ROAD A DISTANCE OF 62.13 FEET TO THE SOUTHERNMOST CORNER OF SAID LOT 3; THENCE RUN NORTH 56°-10'-28" WEST ALONG SAID LOT 3 A DISTANCE OF 930.62 FEET; THENCE RUN SOUTH 00°-59'-15" WEST ALONG SAID LOT 3 A DISTANCE OF 13.18 FEET; THENCE RUN SOUTH 87°-09'-55" WEST A DISTANCE OF 179.16 FEET TO THE WEST LINE OF SAID BEN RADCLIFF SUBDIVISION; THENCE RUN NORTHWARDLY ALONG THE ARC OF A CURVE TO THE LEFT (HAVING A DELTA OF 18°-40'-49", A RADIUS OF 2,967.65 FEET, A CHORD BEARING OF NORTH 11°-42'-41" EAST, AND A CHORD LENGTH OF 963.26 FEET) AN ARC LENGTH OF 967.54 FEET TO THE NORTHERNMOST CORNER OF LOT 1 OF SAID BEN RADCLIFF SUBDIVISION; THENCE RUN SOUTH 70°-50'-21" EAST ALONG SAID LOT 1 A DISTANCE OF 787.20 FEET; THENCE RUN SOUTH 26°-29'-17" EAST ALONG SAID LOT 1 A DISTANCE OF 117.64 FEET; THENCE RUN SOUTH 65°-18'-27" EAST ALONG SAID LOT 1 A DISTANCE OF 77.70 FEET; THENCE RUN NORTH 73°-26'-19" EAST ALONG SAID LOT 1 A DISTANCE OF 102.41 FEET; THENCE RUN SOUTH 87°-21'-34" EAST ALONG SAID LOT 1 A DISTANCE OF 35.06 FEET; THENCE RUN SOUTH 05°-53'-34" EAST ALONG SAID LOT 1 A DISTANCE OF 38.25 FEET; THENCE RUN NORTH 84°-06'-26" EAST ALONG SAID LOT 1 A DISTANCE OF 60.65 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 65; THENCE RUN SOUTH 16°-34'-03" EAST ALONG SAID LOT 1 AND ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 41.09 FEET; THENCE RUN NORTH 89°-48'-04" WEST ALONG SAID LOT 1

AND ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 12.26 FEET; THENCE RUN SOUTH 01°-10'-31" EAST ALONG SAID LOT 1 AND ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 94.52 FEET; THENCE RUN SOUTH 21°-22'-37" EAST ALONG SAID LOT 1 AND ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 53.35 FEET; THENCE RUN NORTHWESTWARDLY ALONG SAID LOT 1 AND ALONG THE ARC OF A CURVE TO THE LEFT (HAVING A DELTA OF 44°-00'-00", A RADIUS OF 105.10 FEET, A CHORD BEARING OF NORTH 43°-16'-14" WEST, AND A CHORD LENGTH OF 78.74 FEET) AN ARC LENGTH OF 80.71 FEET; THENCE RUN NORTH 65°-16'-14" WEST ALONG SAID LOT 1 A DISTANCE OF 118.62 FEET; THENCE RUN SOUTH 32°-20'-46" WEST ALONG SAID LOT 1 A DISTANCE OF 332.33 FEET TO THE NORTH LINE OF LOT 2 OF SAID BEN RADCLIFF SUBDIVISION; THENCE RUN SOUTH 57°-38'-47" EAST ALONG SAID LOT 2 A DISTANCE OF 415.38 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 23.75 ACRES, MORE OR LESS.

WHEREAS, on October 17, 2025, the owner of said property applied for a Major Modification of the Planned Unit Development allowing multiple buildings on a single building site, to modify lot lines in coordination with the proposed subdivision, and to remove an undeveloped portion of the site from the previously approved Planned Unit Development.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on November 20, 2025, and recommended approval of the Major Modification of the Planned Unit Development (PUD) subject to the following conditions:

1. Revision of the Final PUD Site Plan to label the size of each lot in both square feet and acres, adjusted for any required dedication resulting from the subdivision approval, or provision of a table on the Final PUD Site Plan with the same information;
2. Revision of the Final PUD Site Plan to illustrate the 25-foot front yard setback along all street frontages;
3. Revision of the Final PUD Site Plan to label each existing building with its size in square feet;
4. Revision of the Final PUD Site Plan to depict all other existing site features;
5. Provision of a table on the Final PUD Site Plan showing required and existing parking calculations;
6. Revision of the Final PUD Site Plan to illustrate any/all curbing and/or wheel stops;
7. Revision of the Final PUD Site Plan to depict any dumpsters or dumpster enclosures, or provision of a note on the Final PUD Site Plan stating curbside waste collection is utilized;
8. If any tree plantings or landscaped areas were required under prior approvals or permits, provide a note on the Final PUD Site Plan stating that the site will continue to maintain compliance with those applicable requirements;
9. Provision of a note on the Final PUD Site Plan stating that any future development or redevelopment of the site may require additional modification of the PUD, subject to Planning Commission and City Council approval;
10. Completion of the subdivision process prior to recording the Final PUD Site Plan in Probate Court;
11. Compliance with all Engineering comments noted in the staff report, amended as follows: 1. ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN: a. 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). b. 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. c. 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. d. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state. e. 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. f. 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. g. The proposed development must comply with all Engineering Department design requirements and Policy Letters;
12. Compliance with all Traffic Engineering comments noted in the staff report;
13. Compliance with all Urban Forestry comments noted in the staff report;
14. Compliance with all Fire Department comments noted in the staff report;

15. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
16. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

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

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

Section One: That the modification of the Planned Unit Development is hereby approved with the following required conditions:

1. Revision of the Final PUD Site Plan to label the size of each lot in both square feet and acres, adjusted for any required dedication resulting from the subdivision approval, or provision of a table on the Final PUD Site Plan with the same information;
2. Revision of the Final PUD Site Plan to illustrate the 25-foot front yard setback along all street frontages;
3. Revision of the Final PUD Site Plan to label each existing building with its size in square feet;
4. Revision of the Final PUD Site Plan to depict all other existing site features;
5. Provision of a table on the Final PUD Site Plan showing required and existing parking calculations;
6. Revision of the Final PUD Site Plan to illustrate any/all curbing and/or wheel stops;
7. Revision of the Final PUD Site Plan to depict any dumpsters or dumpster enclosures, or provision of a note on the Final PUD Site Plan stating curbside waste collection is utilized;
8. If any tree plantings or landscaped areas were required under prior approvals or permits, provide a note on the Final PUD Site Plan stating that the site will continue to maintain compliance with those applicable requirements;
9. Provision of a note on the Final PUD Site Plan stating that any future development or redevelopment of the site may require additional modification of the PUD, subject to Planning Commission and City Council approval;
10. Completion of the subdivision process prior to recording the Final PUD Site Plan in Probate Court;
11. Compliance with all Engineering comments noted in the staff report, amended as follows: 1. ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN: a. 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). b. 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. c. 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. d. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state. e. 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. f. 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. g. The proposed development must comply with all Engineering Department design requirements and Policy Letters;

12. Compliance with all Traffic Engineering comments noted in the staff report;
13. Compliance with all Urban Forestry comments noted in the staff report;
14. Compliance with all Fire Department comments noted in the staff report;
15. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
16. Full compliance with all municipal codes and ordinances

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 13th 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 Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 17th 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 **3456 Halls Mill Road, and 2390 West I-65 Service Road South.**

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on **April 3, 2008.** The owner of said property has applied for a Major Modification of a previously approved (PUD) allowing multiple buildings on a single building site, **to modify lot lines in coordination with the proposed subdivision, and to remove an undeveloped portion of the site from the previously approved Planned Unit Development.** If approved, the modification will **modify lot lines in coordination with the proposed subdivision, and remove an undeveloped portion of the site from the previously approved Planned Unit Development,** subject to the following proposed conditions: 1. Revision of the Final PUD Site Plan to label the size of each lot in both square feet and acres, adjusted for any required dedication resulting from the subdivision approval, or provision of a table on the Final PUD Site Plan with the same information; 2. Revision of the Final PUD Site Plan to illustrate the 25-foot front yard setback along all street frontages; 3. Revision of the Final PUD Site Plan to label each existing building with its size in square feet; 4. Revision of the Final PUD Site Plan to depict all other existing site features; 5. Provision of a table on the Final PUD Site Plan showing required and existing parking calculations; 6. Revision of the Final PUD Site Plan to illustrate any/all curbing and/or wheel stops; 7.Revision of the Final PUD Site Plan to depict any dumpsters or dumpster enclosures, or provision of a note on the Final PUD Site Plan stating curbside waste collection is utilized; 8. If any tree plantings or landscaped areas were required under prior approvals or permits, provide a note on the Final PUD Site Plan stating that the site will continue to maintain compliance with those applicable requirements; 9. Provision of a note on the Final PUD Site Plan stating that any future development or redevelopment of the site may require additional modification of the PUD, subject to Planning Commission and City Council approval; 10. Completion of the subdivision process prior to recording the Final PUD Site Plan in Probate Court; 11. Compliance with all Engineering comments noted in the staff report, amended as follows: 1. ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN: a. 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). b. 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. c. 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. d. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state. e. 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. f. 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. g. The proposed development must comply with all Engineering Department design requirements and Policy Letters; 12. Compliance with all Traffic Engineering comments noted in the staff report; 13. Compliance with all Urban Forestry comments noted in the staff report; 14. Compliance with all Fire Department comments noted in the staff report; 15. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and, 16. Full compliance with all municipal codes and ordinances.

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

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

WHEREAS, a Planned Unit Development was approved on **April 3, 2008,** to **allow multiple buildings on a single building site** located at **3456 Halls Mill Road, and 2390 West I-65 Service Road South** and described as follows:

LOTS 1, 2 & A PORTION OF LOT 3, BEN RADCLIFF SUBDIVISION, AS RECORDED IN MAP BOOK 119, PAGE 60 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA;

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERNMOST CORNER OF LOT 2, BEN RADCLIFF SUBDIVISION, AS RECORDED IN MAP BOOK 119, PAGE 60 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 15°-26'-24" WEST ALONG SAID LOT 2 AND ALONG THE WEST RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 65 (VARIABLE R/W) A DISTANCE OF 132.04 FEET; THENCE RUN SOUTH 61°-51'-25" WEST ALONG SAID LOT 2 AND ALONG THE RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 65 A DISTANCE OF A DISTANCE OF 200.00 FEET TO THE COMMON CORNER BETWEEN SAID LOT 2 AND LOT 3 OF SAID BEN RADCLIFF SUBDIVISION; THENCE RUN SOUTH 44°-15'-04" WEST ALONG SAID LOT 3 AND ALONG RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 65 A DISTANCE OF 89.71 FEET; THENCE RUN SOUTH 04°-48'-25" WEST ALONG SAID LOT 3 AND ALONG RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 65 A DISTANCE OF 142.33 FEET TO A CORNER OF SAID LOT 3 AND THE NORTHWEST RIGHT-OF-WAY LINE OF HALLS MILL ROAD (60' R/W); THENCE RUN SOUTH 59°-29'-52" WEST ALONG SAID LOT 3 AND ALONG THE NORTHWEST RIGHT-OF-WAY LINE OF SAID HALLS MILL ROAD A DISTANCE OF 62.13 FEET TO THE SOUTHERNMOST CORNER OF SAID LOT 3; THENCE RUN NORTH 56°-10'-28" WEST ALONG SAID LOT 3 A DISTANCE OF 930.62 FEET; THENCE RUN SOUTH 00°-59'-15" WEST ALONG SAID LOT 3 A DISTANCE OF 13.18 FEET; THENCE RUN SOUTH 87°-09'-55" WEST A DISTANCE OF 179.16 FEET TO THE WEST LINE OF SAID BEN RADCLIFF SUBDIVISION; THENCE RUN NORTHWARDLY ALONG THE ARC OF A CURVE TO THE LEFT (HAVING A DELTA OF 18°-40'-49", A RADIUS OF 2,967.65 FEET, A CHORD BEARING OF NORTH 11°-42'-41" EAST, AND A CHORD LENGTH OF 963.26 FEET) AN ARC LENGTH OF 967.54 FEET TO THE NORTHERNMOST CORNER OF LOT 1 OF SAID BEN RADCLIFF SUBDIVISION; THENCE RUN SOUTH 70°-50'-21" EAST ALONG SAID LOT 1 A DISTANCE OF 787.20 FEET; THENCE RUN SOUTH 26°-29'-17" EAST ALONG SAID LOT 1 A DISTANCE OF 117.64 FEET; THENCE RUN SOUTH 65°-18'-27" EAST ALONG SAID LOT 1 A DISTANCE OF 77.70 FEET; THENCE RUN NORTH 73°-26'-19" EAST ALONG SAID

LOT 1 A DISTANCE OF 102.41 FEET; THENCE RUN SOUTH 87°-21'-34" EAST ALONG SAID LOT 1 A DISTANCE OF 35.06 FEET; THENCE RUN SOUTH 05°-53'-34" EAST ALONG SAID LOT 1 A DISTANCE OF 38.25 FEET; THENCE RUN NORTH 84°-06'-26" EAST ALONG SAID LOT 1 A DISTANCE OF 60.65 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 65; THENCE RUN SOUTH 16°-34'-03" EAST ALONG SAID LOT 1 AND ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 41.09 FEET; THENCE RUN NORTH 89°-48'-04" WEST ALONG SAID LOT 1 AND ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 12.26 FEET; THENCE RUN SOUTH 01°-10'-31" EAST ALONG SAID LOT 1 AND ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 94.52 FEET; THENCE RUN SOUTH 21°-22'-37" EAST ALONG SAID LOT 1 AND ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 53.35 FEET; THENCE RUN NORTHWESTWARDLY ALONG SAID LOT 1 AND ALONG THE ARC OF A CURVE TO THE LEFT (HAVING A DELTA OF 44°-00'-00", A RADIUS OF 105.10 FEET, A CHORD BEARING OF NORTH 43°-16'-14" WEST, AND A CHORD LENGTH OF 78.74 FEET) AN ARC LENGTH OF 80.71 FEET; THENCE RUN NORTH 65°-16'-14" WEST ALONG SAID LOT 1 A DISTANCE OF 118.62 FEET; THENCE RUN SOUTH 32°-20'-46" WEST ALONG SAID LOT 1 A DISTANCE OF 332.33 FEET TO THE NORTH LINE OF LOT 2 OF SAID BEN RADCLIFF SUBDIVISION; THENCE RUN SOUTH 57°-38'-47" EAST ALONG SAID LOT 2 A DISTANCE OF 415.38 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 23.75 ACRES, MORE OR LESS.

WHEREAS, on **October 17, 2025**, the owner of said property applied for a Major Modification of the Planned Unit Development **allowing multiple buildings on a single building site, to modify lot lines in coordination with the proposed subdivision, and to remove an undeveloped portion of the site from the previously approved Planned Unit Development.**

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on **November 20, 2025**, and recommended approval of the Major Modification of the Planned Unit Development (PUD) subject to the following conditions:

1. Revision of the Final PUD Site Plan to label the size of each lot in both square feet and acres, adjusted for any required dedication resulting from the subdivision approval, or provision of a table on the Final PUD Site Plan with the same information;
2. Revision of the Final PUD Site Plan to illustrate the 25-foot front yard setback along all street frontages;
3. Revision of the Final PUD Site Plan to label each existing building with its size in square feet;
4. Revision of the Final PUD Site Plan to depict all other existing site features;
5. Provision of a table on the Final PUD Site Plan showing required and existing parking calculations;
6. Revision of the Final PUD Site Plan to illustrate any/all curbing and/or wheel stops;
7. Revision of the Final PUD Site Plan to depict any dumpsters or dumpster enclosures, or provision of a note on the Final PUD Site Plan stating curbside waste collection is utilized;

8. If any tree plantings or landscaped areas were required under prior approvals or permits, provide a note on the Final PUD Site Plan stating that the site will continue to maintain compliance with those applicable requirements;
9. Provision of a note on the Final PUD Site Plan stating that any future development or redevelopment of the site may require additional modification of the PUD, subject to Planning Commission and City Council approval;
10. Completion of the subdivision process prior to recording the Final PUD Site Plan in Probate Court;
11. Compliance with all Engineering comments noted in the staff report, amended as follows: 1. ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN: a. 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). b. 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. c. 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. d. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state. e. 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. f. 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. g. The proposed development must comply with all Engineering Department design requirements and Policy Letters;
12. Compliance with all Traffic Engineering comments noted in the staff report;
13. Compliance with all Urban Forestry comments noted in the staff report;
14. Compliance with all Fire Department comments noted in the staff report;
15. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
16. Full compliance with all municipal codes and ordinances;

WHEREAS, the City Council finds that the proposed modification:

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

b. Is compatible with the character of the surrounding neighborhood;
c. Will not impede the orderly development and improvement of surrounding property;
d. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
e. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
f. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
g. Shall not be detrimental or endanger the public health, safety or general welfare.
h. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the modification of the Planned Unit Development is hereby approved with the following required conditions:

1. Revision of the Final PUD Site Plan to label the size of each lot in both square feet and acres, adjusted for any required dedication resulting from the subdivision approval, or provision of a table on the Final PUD Site Plan with the same information;
2. Revision of the Final PUD Site Plan to illustrate the 25-foot front yard setback along all street frontages;
3. Revision of the Final PUD Site Plan to label each existing building with its size in square feet;
4. Revision of the Final PUD Site Plan to depict all other existing site features;
5. Provision of a table on the Final PUD Site Plan showing required and existing parking calculations;
6. Revision of the Final PUD Site Plan to illustrate any/all curbing and/or wheel stops;
7. Revision of the Final PUD Site Plan to depict any dumpsters or dumpster enclosures, or provision of a note on the Final PUD Site Plan stating curbside waste collection is utilized;
8. If any tree plantings or landscaped areas were required under prior approvals or permits, provide a note on the Final PUD Site Plan stating that the site will continue to maintain compliance with those applicable requirements;
9. Provision of a note on the Final PUD Site Plan stating that any future development or redevelopment of the site may require additional modification of the PUD, subject to Planning Commission and City Council approval;
10. Completion of the subdivision process prior to recording the Final PUD Site Plan in Probate Court;
11. Compliance with all Engineering comments noted in the staff report, amended as follows: 1. ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN: a. 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). b. 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. c. 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. d. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state. e. 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. f. 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. g. The proposed development must comply with all Engineering Department design requirements and Policy Letters;

12. Compliance with all Traffic Engineering comments noted in the staff report;
13. Compliance with all Urban Forestry comments noted in the staff report;
14. Compliance with all Fire Department comments noted in the staff report;
15. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
16. Full compliance with all municipal codes and ordinances

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

Adopted:

Lisa Lambert, City Clerk

Ben M. Radcliff Contractor, Inc. & PM Properties, LLC
Radcliff-Ice Plant Subdivision
3456 Halls Mill Road, and 2390 West I-65 Service Road South
Council District 4
Ben Reynolds

THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

November 26, 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 **Ben M. Radcliff Contractor, Inc. & PM Properties, LLC**, for a Major Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site, to modify lot lines in coordination with the proposed subdivision, and to remove an undeveloped portion of the site from the previously approved Planned Unit Development, for the property located at **3456 Halls Mill Road, and 2390 West I-65 Service Road South.**

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

1. Revision of the Final PUD Site Plan to label the size of each lot in both square feet and acres, adjusted for any required dedication resulting from the subdivision approval, or provision of a table on the Final PUD Site Plan with the same information;
2. Revision of the Final PUD Site Plan to illustrate the 25-foot front yard setback along all street frontages;
3. Revision of the Final PUD Site Plan to label each existing building with its size in square feet;
4. Revision of the Final PUD Site Plan to depict all other existing site features;
5. Provision of a table on the Final PUD Site Plan showing required and existing parking calculations;
6. Revision of the Final PUD Site Plan to illustrate any/all curbing and/or wheel stops;
7. Revision of the Final PUD Site Plan to depict any dumpsters or dumpster enclosures, or provision of a note on the Final PUD Site Plan stating curbside waste collection is utilized;

8. If any tree plantings or landscaped areas were required under prior approvals or permits, provide a note on the Final PUD Site Plan stating that the site will continue to maintain compliance with those applicable requirements;
9. Provision of a note on the Final PUD Site Plan stating that any future development or redevelopment of the site may require additional modification of the PUD, subject to Planning Commission and City Council approval;
10. Completion of the subdivision process prior to recording the Final PUD Site Plan in Probate Court;
11. Compliance with all Engineering comments noted in the staff report, amended as follows: *1. ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN: a. 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). b. 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. c. 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. d. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state. e. 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. f. 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. g. The proposed development must comply with all Engineering Department design requirements and Policy Letters;*
12. Compliance with all Traffic Engineering comments noted in the staff report;
13. Compliance with all Urban Forestry comments noted in the staff report;
14. Compliance with all Fire Department comments noted in the staff report;
15. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
16. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

James F. Watkins
DIRECT: 251.432-0023
EMAIL: jwatkins@maynardnexsen.com

MAYNARDNEXSEN

November 26, 2025

HAND DELIVERY

Mr. Logan Anderson
City of Mobile Planning & Zoning
Government Plaza, Third Floor, South Tower
205 Government Street
Mobile, AL 36644

Re: Radcliff PUD Modification

Dear Logan:

Logan, enclosed please find a check for $1,307.50 as payment of publication fees for the notice of public hearing for the Radcliff PUD Modification.

Very truly yours,

James F. Watkins

JFW/lbr

Enclosure

PLANNING AND ZONING
26 NOV 2025 AM 9:02

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

November 24, 2025

Ben M. Radcliff Contractor, Inc. & PM Properties, LLC
ATTN: Ben M. Radcliff, Jr.
3456 Halls Mill Road
Mobile, Alabama 36693

Re: 3456 & 3500 Halls Mill Road, and 2390 West I-65 Service Road South
MOD-003516-2025
Radcliff-Ice Plant Subdivision
Ben M. Radcliff Contractor, Inc. & PM Properties, LLC
District 4
Major Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site, to modify lot lines in coordination with the proposed subdivision, and to remove an undeveloped portion of the site from the previously approved Planned Unit Development.

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 Findings of Fact to support modification of the previously approved Planned Unit Development:

a. The request is consistent with all applicable requirements of this Chapter;
b. The request is compatible with the character of the surrounding neighborhood;
c. The request will not impede the orderly development and improvement of surrounding property;
d. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
e. The request is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
f. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
g. The request shall not be detrimental or endanger the public health, safety or general welfare.

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

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

1. Revision of the Final PUD Site Plan to label the size of each lot in both square feet and acres, adjusted for any required dedication resulting from the subdivision approval, or provision of a table on the Final PUD Site Plan with the same information;
2. Revision of the Final PUD Site Plan to illustrate the 25-foot front yard setback along all street frontages;
3. Revision of the Final PUD Site Plan to label each existing building with its size in square feet;
4. Revision of the Final PUD Site Plan to depict all other existing site features;
5. Provision of a table on the Final PUD Site Plan showing required and existing parking calculations;
6. Revision of the Final PUD Site Plan to illustrate any/all curbing and/or wheel stops;
7. Revision of the Final PUD Site Plan to depict any dumpsters or dumpster enclosures, or provision of a note on the Final PUD Site Plan stating curbside waste collection is utilized;
8. If any tree plantings or landscaped areas were required under prior approvals or permits, provide a note on the Final PUD Site Plan stating that the site will continue to maintain compliance with those applicable requirements;
9. Provision of a note on the Final PUD Site Plan stating that any future development or redevelopment of the site may require additional modification of the PUD, subject to Planning Commission and City Council approval;
10. Completion of the subdivision process prior to recording the Final PUD Site Plan in Probate Court;
11. Compliance with all Engineering comments noted in the staff report, amended as follows: 1. ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN: a. 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). b. 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. c. 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. d. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state. e. 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. f. 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. g. The proposed development must comply with all Engineering Department design requirements and Policy Letters;

12. Compliance with all Traffic Engineering comments noted in the staff report;
13. Compliance with all Urban Forestry comments noted in the staff report;
14. Compliance with all Fire Department comments noted in the staff report;
15. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
16. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **$1,307.58.** 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
Stephen Guthrie
Deputy Director of Planning and Zoning

Outlook

Re: Ben M. Radcliff Contractor, Inc. & PM Properties, LLC (MOD-003516-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>
Date Fri 10/17/2025 10:49 AM
To James F. Watkins <jwatkins@maynardnexsen.com>
Cc Walley, Samara <samara.walley@cityofmobile.org>; Aamoth, Victoria <victoria.aamoth@cityofmobile.org>

Mr. Watkins, my apologies but I also failed to mention the following:

1. **Legal Description:** Please note that a complete legal description of the subject property, outlining the full boundary of the PUD site, including a "less and except" portion for the property being removed from the PUD, is required to calculate the City Council advertising fees. Following the Planning Commission's recommendation, this legal description must be submitted to the Planning and Zoning Department for review before the application can proceed to the City Council for final consideration.

As of right now, I see we only received the Lot 3 plat reference.

Additionally, it's Tori Aamoth who I meant to copy for the DWG file(s). She's copied to this email.

Regards,
Logan Anderson
Principal Planner
Build Mobile
dlogananderson@cityofmobile.org
(251) 208-5895

BUILDMOBILE

From: Anderson, Logan <dlogananderson@cityofmobile.org>
Sent: Friday, October 17, 2025 10:44 AM
To: James F. Watkins <jwatkins@maynardnexsen.com>
Subject: Ben M. Radcliff Contractor, Inc. & PM Properties, LLC (MOD-003516-2025)

Good morning,

We have completed our review of the above-referenced **Major Modification application**. Before the application can be considered complete and scheduled for review, the following items must be addressed:

1. **Owner Authorization:** A corporate letter of authorization was submitted by Ben M. Radcliff Contractor, Inc. and is acceptable; however, we did not receive authorization from PM Propeties, LLC, whose property is included with the request. As such, please provide one of the following:
   - An authorization letter from PM Properties, LLC, explicitly authorizing Ben M. Radliff Contractor, Inc., (or other agent) to act on their behalf; or
   - Documentation confirming that Ben M. Radcliff Contractor, Inc., is an officer or authorized agent of PM Properties, LLC.

2. **Notification Labels:** It appears the mailing labels are missing for the following property owners whose properties are within 300 feet of the boundary of the subject site:
   a. I-65 OFFICE II LLC UNDIV 26% INT, JAY-E LLC UNDIV 24% INT, AIRP UNDIV 12% INT, P.O. Box 7598 Mobile, AL 36670
   b. JBC Real Property, LLC, 1147 E I-65 Service Rd S, Mobile, AL 36606
   c. Mobile Count, 205 Government St, Mobile, AL 36644

3. **DWG File Submission:** If you have not already done so, please submit the DWG (AutoCAD) file of the Preliminary Plat to our GIS staff. For your convenience, Marine has been copied on this message.

Additionally, the following items have not yet been addressed for the concurrent **Subdivision application (SUB-003444-2025)**:

Owner Authorization: Signed subdivision application forms were submitted; however, the name of the individuals who signed the applications and their affiliation with Ben M. Radcliff Contractor, Inc. and PM Properties, LLC, cannot be determined. Please provide one of the following to satisfy this requirement:

- Authorization letters issued by Ben M. Radcliff Contractor, Inc. and PM Properties, LLC that explicitly identify the signatories and authorizes them to act on the corporations' behalf; **or**
- Documentation verifying the name of the signatories and confirming that they are officers or authorized agents of Ben M. Radcliff Contractor, Inc. and PM Properties, LLC.

Notification Labels:

- Notification labels are missing for the following property owners:
  - RM Investment Holdings, LLC, at 3496 Halls Mill Rd.
  - Lamar Advertising of South Alabama, Inc.

- Please resubmit your notification labels with this missing information.

DWG File Submission: If you have not already done so, please submit the DWG (AutoCAD) file of the Preliminary Plat to our GIS staff. For your convenience, Marine and Tori have been copied on this message for assistance.

Once all items have been submitted and verified, an invoice for the application fees will be issued. **Please note that the applications will not be considered complete until all required documentation has been received and the fees have been paid in full.**

If all requirements are fulfilled **by noon on Monday, October 20, 2025,** the applications will be considered **complete** and placed on the agenda for the **November 20, 2025,** Planning Commission meeting. If this deadline is not met, the applications will be **held over** until it is complete.

IMPORTANT

The City of Mobile Planning and Zoning Department will **never request payment via wire transfer** or any other suspicious method. If you receive any questionable communication claiming to be from our department, please report it immediately to: planning@cityofmobile.org.

If you have any questions or need further assistance, please don't hesitate to reach out.

Regards,
Logan Anderson
Principal Planner
Build Mobile
dloganander son@cityofmobile.org
(251) 208-5895

BUILD MOBILE

MAJOR MODIFICATION TO PREVIOUSLY APPROVED PUD
3456 HALLS MILL ROAD

STATE OF ALABAMA
COUNTY OF MOBILE

LOTS 1, 2 & A PORTION OF LOT 3, BEN RADCLIFF SUBDIVISION, AS RECORDED IN MAP BOOK 119, PAGE 60 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA;

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERNMOST CORNER OF LOT 2, BEN RADCLIFF SUBDIVISION, AS RECORDED IN MAP BOOK 119, PAGE 60 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 15°-26'-24" WEST ALONG SAID LOT 2 AND ALONG THE WEST RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 65 (VARIABLE R/W) A DISTANCE OF 132.04 FEET; THENCE RUN SOUTH 61°-51'-25" WEST ALONG SAID LOT 2 AND ALONG THE RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 65 A DISTANCE OF A DISTANCE OF 200.00 FEET TO THE COMMON CORNER BETWEEN SAID LOT 2 AND LOT 3 OF SAID BEN RADCLIFF SUBDIVISION; THENCE RUN SOUTH 44°-15'-04" WEST ALONG SAID LOT 3 AND ALONG RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 65 A DISTANCE OF 89.71 FEET; THENCE RUN SOUTH 04°-48'-25" WEST ALONG SAID LOT 3 AND ALONG RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 65 A DISTANCE OF 142.33 FEET TO A CORNER OF SAID LOT 3 AND THE NORTHWEST RIGHT-OF-WAY LINE OF HALLS MILL ROAD (60' R/W); THENCE RUN SOUTH 59°-29'-52" WEST ALONG SAID LOT 3 AND ALONG THE NORTHWEST RIGHT-OF-WAY LINE OF SAID HALLS MILL ROAD A DISTANCE OF 62.13 FEET TO THE SOUTHERNMOST CORNER OF SAID LOT 3; THENCE RUN NORTH 56°-10'-28" WEST ALONG SAID LOT 3 A DISTANCE OF 930.62 FEET; THENCE RUN SOUTH 00°-59'-15" WEST ALONG SAID LOT 3 A DISTANCE OF 13.18 FEET; THENCE RUN SOUTH 87°-09'-55" WEST A DISTANCE OF 179.16 FEET TO THE WEST LINE OF SAID BEN RADCLIFF SUBDIVISION; THENCE RUN NORTHWARDLY ALONG THE ARC OF A CURVE TO THE LEFT (HAVING A DELTA OF 18°-40'-49", A RADIUS OF 2,967.65 FEET, A CHORD BEARING OF NORTH 11°-42'-41" EAST, AND A CHORD LENGTH OF 963.26 FEET) AN ARC LENGTH OF 967.54 FEET TO THE NORTHERNMOST CORNER OF LOT 1 OF SAID BEN RADCLIFF SUBDIVISION; THENCE RUN SOUTH 70°-50'-21" EAST ALONG SAID LOT 1 A DISTANCE OF 787.20 FEET; THENCE RUN SOUTH 26°-29'-17" EAST ALONG SAID LOT 1 A DISTANCE OF 117.64 FEET; THENCE RUN SOUTH 65°-18'-27" EAST ALONG SAID LOT 1 A DISTANCE OF 77.70 FEET; THENCE RUN NORTH 73°-26'-19" EAST ALONG SAID LOT 1 A DISTANCE OF 102.41 FEET; THENCE RUN SOUTH 87°-21'-34" EAST ALONG SAID LOT 1 A DISTANCE OF 35.06 FEET; THENCE RUN SOUTH 05°-53'-34" EAST ALONG SAID LOT 1 A DISTANCE OF 38.25 FEET; THENCE RUN NORTH 84°-06'-26" EAST ALONG SAID LOT 1 A DISTANCE OF 60.65 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 65; THENCE RUN SOUTH 16°-34'-03" EAST ALONG SAID LOT 1 AND ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 41.09 FEET; THENCE RUN NORTH 89°-48'-04" WEST ALONG SAID LOT 1 AND ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 12.26 FEET;

THENCE RUN SOUTH 01°-10'-31" EAST ALONG SAID LOT 1 AND ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 94.52 FEET; THENCE RUN SOUTH 21°-22'-37" EAST ALONG SAID LOT 1 AND ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 53.35 FEET; THENCE RUN NORTHWESTWARDLY ALONG SAID LOT 1 AND ALONG THE ARC OF A CURVE TO THE LEFT (HAVING A DELTA OF 44°-00'-00", A RADIUS OF 105.10 FEET, A CHORD BEARING OF NORTH 43°-16'-14" WEST, AND A CHORD LENGTH OF 78.74 FEET) AN ARC LENGTH OF 80.71 FEET; THENCE RUN NORTH 65°-16'-14" WEST ALONG SAID LOT 1 A DISTANCE OF 118.62 FEET; THENCE RUN SOUTH 32°-20'-46" WEST ALONG SAID LOT 1 A DISTANCE OF 332.33 FEET TO THE NORTH LINE OF LOT 2 OF SAID BEN RADCLIFF SUBDIVISION; THENCE RUN SOUTH 57°-38'-47" EAST ALONG SAID LOT 2 A DISTANCE OF 415.38 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 23.75 ACRES, MORE OR LESS.

City of Mobile • Planning &Zoning

Planning Commission Application

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

Fees

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

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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:	Ben M. Radcliff Contractor, Inc.	James F. Watkins
Firm:		Maynard Nexsen PC
Phone:	251-666-7252	251-432-0024
Email:	melissa@benradcliff.com	jwatkins@maynardnexsen.com
Address:	3456 Halls Mill Rd., Mobile AL 36693	11 North Water Street, Suite 24290, Mobile Al 36602

	Owner	Design Professional
Name:	Ben M. Radcliff Contractor Inc.	Mark Wattier
Firm:		Wattier Surveying
Phone:	251-666-7252	251-342-2640
Email:	melissa@benradcliff.com	mark@wattiersurveying.com
Address:	3456 Halls Mill Road, Mobile, AL 36693	4318 Downtowner Loop N., Mobile, Al 36609

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

3456 Halls Mill Road, Mobile, Alabama 36693 — Property Address

9.5 acres +/- — Property Area (acres or square feet)

3202060002005 — Parcel Number(s) or Key Number(s)

I-1 — Present Zoning or Transect District

I-1 — 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.

Ben Radcliff Contractor Inc.
By: [signature] President
Owner Signature — Date 10/11/2025

[signature]
Applicant or Agent Signature (if applicable) — Date 10/11/2025

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION

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

Ben Radcliff Contractor, Inc.
By: [signature]
Applicant or Agent Signature
As its President

Date 10/11/2025

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

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

   This site was approved as a PUD in April of 2008. The site is designated as Industrial under the Comprehensive Plan and Map for Mobile.

   The applicant desires to subdivide the rear portion of the subject property in order to sell it to an adjoining landowner in order to allow the adjoining landower to expand its facilities and operations.

   Other than removing a portion of the property making up the site, the site plan will not change.

   Light Industry

   Future Land Use Map (FLUM) Designation

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

   The surrounding areas are developed as light industrial uses or are vacant land.

   The applicant is not making any changes to the site plan other than subdividing off the rear portion of the lot.

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

   By allowing the modificaiton of the existing PUD and the subdivision of the subject property, the currently unused rear portion of the site will allow an adjacent land owner the opportunity to expand its business operations.

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)

All existing structures will remain. No additional structures are being requested at this time. The site has 4 buildings and 2 covered sheds

Office building is a 2 story building, everything else is single story not exceeding 24 feet.

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

Wooden fence around the side and rear rear property lines with hedge. Front yard trees and shrubs around the front office building and driveway.

- ☐ Lighting:

Driveway lighting and light poles in rear of building for employee parking. Dusk to dawn security lighting in laydown areas and warehousing area.

Existing lighting will not be changing

- ☐ Hours of operation:

7:30 am - 4:30 pm . This is not changing from current operations

- ☐ 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.

No change is being made to the existing site plan or operations on the site other than to subdivide off an unused portion.

This approval would no increase or impact any aspects of the public health or general welfare in the City

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.

Allowing this PUD modification in conjunction with the approval of the subdivision of this site will take an otherwise unused parcel and make it a part of a property which is being developeed an expanded. The approval would have a positive economic impact for the City and increase the tax base for the property.

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?

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project: Ben M. Radcliff Contractor, Inc.

Address: 3456 Halls Mill Road, Mobile, Alabama 36693

Owner: Ben M. Radcliff Contractor, Inc.

Address: 3456 Halls Mill Road, Mobile, Alabama Zip Code: 36693

Phone: 251-666-7252 Fax: _____ Email: melissa@benradcliff.com

Authorized Agent: James F. Watkins

Address: 11 North Water Street, Suite 24290, Mobile, AL Zip Code: 36602

Phone: 251-432-0023 Fax: _____ Email: jwatins@maynardnexsen.com

Contractor: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Civil Engineer: Mark Wattier

Address: 4318 Downtowner Loop N, Mobile, AL Zip Code: 36609

Phone: 251-342-2640 Fax: _____ Email: mark@wattiersurveying.com

Architect: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Submitted by:

Signature: _____ Print: James F. Watkins

Date: October 16, 2025 Affiliation to project/Organization: Agent

Zoning Description and Justification

Ben M. Radcliff Contractor, Inc. is the owner of Lot 3, Ben Radcliff subdivision. The subject lot is a large, flag-shaped parcel which was re-zoned to I-1 and made subject to a Planned Unit Development in 2008 due to there being multiple buildings on a single lot of record. An adjacent land owner has asked to purchase the "flag" portion of Lot 3 to incorporate into its property in order to allow the purchaser to expand its existing operations. Ben M. Radcliff Contractor, Inc. is submitting a subdivision plat to accomplish the revision of the lots lines to allow the sale of the portion of Lot 3 being carved out. Due to the fact that Lot 3 is a Planned Unit Development, a modification of that PUD is required.

The remaining portion of Lot 3, which will be Lot A on the new plat, will contain the same buildings as currently exist. No change on the existing site plan for Lot 3, other that the carve out of the "flag" for sale to the neighbor, is contemplated. No change to the landscaping, parking, circulation, setbacks or access will occur as a result of this request.

RADCLIFF

Ben M. Radcliff Contractor, Inc.

October 15, 2025

Urban Development Department

Planning Section

P.O. Box 1827

Mobile, AL 36633

RE: Application for Modification of Existing PUD
Application for Subdivision
Ben M. Radcliff Contractor, Inc.
3456 Halls Mill Road, Mobile, Alabama

Ladies and Gentlemen,

Please accept this letter as approval and designation of Ben M. Radcliff, Jr., President of Ben M. Radcliff Contractor, Inc., or James F. Watkins of Maynard Nexsen, PC, as agent or authorized person for Ben M. Radcliff Contractor, Inc. to execute and submit an application for a Modification of the Existing PUD for the above referenced property. Additionally, please accept this letter as approval and designation of Ben M. Radcliff, Jr., President of Ben M. Radcliff Contractor, Inc., or Mark Wattier, as agent or authorized person for Ben M. Radcliff Contractor, Inc. to execute and submit an application for a Subdivision including the above referenced property.

Sincerely,

Ben M. Radcliff, Jr.
President
Ben M. Radcliff Contractor, Inc.

3456 Halls Mill Road • Mobile, Alabama 36693 • P.O. Box 8368 • Mobile, Alabama 36689-0368
Phone: 251/666-7252 • Fax: 251/666-7364

PM PROPERTIES LLC

101 65th Ave.
Meridian, MS 79307

Urban Development Dept.
Planning Sectin
P.O. Box 1827
Mobile, AL 36633

Re: Application for Modification of Existing PUD
Application for Subdivision
Ben M. Radcliff Contractor, Inc.
PM Properties, LLC
3456 Halls Mill Road, Mobile, AL

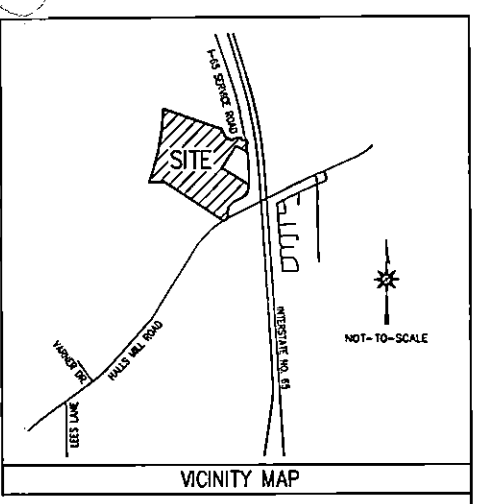
Dear Sir or Madam:

Please accept this letter as approval and designation of Dylan Maples, Managing Partner of PM Properties, LLC, or Mark Wattier, as agent or authorized person for PM Properties, LLC, to execute and submit an application for Subdivision including the above-referenced property.

Please accept this letter as approval and designation of Dylan Maples, Managing Partner of PM Properties, LLC, or Mark Wattier, as agent or authorized person for PM Properties, LLC, to execute and submit an application for a Modification of the Existing PUD for the above-referenced property.

Sincerely,

Dylan Maples
Managing Partner
PM Properties, LLC



VICINITY MAP

NG SETBACK
LEVATION
ER MANHOLE
ER LINE
FENCE
NCE
VCE

LENGTH
1.55'
0.49'
4.60'
0.87'
1.74'
3.26'

N
W E
S
0' 100' 200' 300'
1" = 100'

MONTLIMAR CREEK DRAINAGE CANAL
200' R/W

15' SANITARY SEWER EASEMENT RPBK 2360, PG 140

BED HEREON IS SHOWN ON THE FEMA FLOOD INSURANCE
1097C0563 L, DATED 06/05/2020, AND IS SHOWN TO BE IN
ADED'.

T REFLECT ANY TITLE OR EASEMENT RESEARCH OTHER THAN
LE ON THE SURFACE OR PROVIDED BY THE CLIENT.

REON ARE REFERENCED TO THE U.S. SURVEY FOOT.

EON ARE STATE PLANE COORDINATE GRID BEARINGS.
FROM GRID NORTH TO GEODETIC NORTH IS -00° 18' 57" AT
3,537,646.

13.18'
N87°09'55"E
179.17'

PROVEMENTS NEAR THE PROPERTY LINES MAY BE SHOWN AT
LE FOR CLARITY.

15' SANITARY SEWER EASEMENT MB 119, PG 60

FENCE IS ON-LINE

THIS PORTION OF LOT 3 IS HEREBY REMOVED FROM THE PUD

A PORTION OF LOT 3 BEN RADCLIFF SUBDIVISION MB 119, PG 60

FENCE IS ON-LINE

10' SANITARY SEWER EASEMENT RPBK 2360, PG 140

O.F. RUNNING N IS 0.5' W. OF LINE
O.F. RUNNING W IS ON-LINE

O.F. IS 0.5' N & 0.6' E OF CORNER

N89°18'26"W 523.40' (A)

LOT 2
RESUBDIVISION OF LOT 1
GOLDEN GLOW FARMS
FIRST ADDITION
MB 114, PG 8

LOT 2, BEN RADCLIFF SUBDIVISION, AS RECORDED IN MAP BOOK 119, PAGE 60 OF THE
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OCTOBER 17, 2025

SURVEY TYPE: SUBDIVISION
BEARING REFERENCE: STATE PLANE GRID, NAD 83, AL WEST ZONE, U.S. SURVEY FOOT
INFORMATION SOURCE:
J.O. NO. 25-0211 COMP. FILE 3080 DWG. NO. 25-2W-01-SUBD DATE OF LAST FIELD WORK 08/11/2025 CLIENT BE

WATTIER SURVEYING, INC.
PROFESSIONAL LAND SURVEYORS
4318 Downtowner Loop N., Suite H
Mobile, Alabama 36609
251-342-2640

Lamar Advertising of South Alabama, Inc.
P.O. Box 66338
Baton Rouge, LA 70896

Ben M. Radcliff Contractor, Inc.
P.O. Box 8368
Mobile, AL 36689

Heron Lakes Country Club
3581 Government Blvd.
Mobile, AL 36693

Wayne and Pamela Maurin
1075 Grand Heron Court East
Mobile, AL 36693

RM Investment Holdings, LLC
P.O. Box 91355
Mobile, AL 36691

Russell J. Hill
RJH Investments, LLC
P.O. Box 8734
Mobile, AL 36689

Donald P. Kelly, Jr.
Elaine Kelly Henderson
John Paul Miller
Patrick Miller
370 S. Sage Avenue
Mobile, AL 36606

Sienna of Alabama, LLC
3075 Selma Highway
Montgomery, AL 36108

PM Properties, LLC
101 65th Avenue
Meridian, MS 39307

Williams Teresa Hathcock, Trustee at
The THW Living Trust
10850 Celeste Road
Saraland, AL 36571

Creax Properties, LLC
510 Marengo Lake Road
Linden, AL 36748

Order of Inca, Inc.
P.O. Box 6723
Mobile, AL 36660

Ramona D. Moorehead
Amanda Leigh Jones
3657 Bebee Point
Theodore, AL 36582

639 N. Dupre, LLC
639 N. Dupre Street
New Orleans, LA 70119

I-65 Office II LLC UNDIV 26% INT
JAY-E LLC UNDIV 24% INT
AIRP UNDIV 12% INT
P.O. Box 7598
Mobile, AL 36670

Mobile County
205 Government St
Mobile, AL 36644

JBC Real Property, LLC
1147 E I-65 Service Rd S
Mobile, AL 36606

James Watkins
Maynard Nexsen PC
11 North Water Street
RSA Battle House Tower
Suite 24290
Mobile, AL 36602

Lamar Advertising of South Alabama, Inc.
P.O. Box 66338
Baton Rouge, LA 70896

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Williams Teresa Hathcock, Trustee at
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Saraland, AL 36571

Creax Properties, LLC
510 Marengo Lake Road
Linden, AL 36748

Order of Inca, Inc.
P.O. Box 6723
Mobile, AL 36660

Ramona D. Moorehead
Amanda Leigh Jones
3657 Bebee Point
Theodore, AL 36582

639 N. Dupre, LLC
639 N. Dupre Street
New Orleans, LA 70119

James Watkins
Maynard Nexsen PC
11 North Water Street
RSA Battle House Tower
Suite 24290
Mobile, AL 36602

City of Mobile • Planning &Zoning

Planning Commission Application

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- ☐ **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:	Ben M. Radcliff Contractor, Inc.	James F. Watkins
Firm:		Maynard Nexsen PC
Phone:	[redacted]	[redacted]
Email:		
Address:		

	Owner	Design Professional
Name:	Ben M. Radcliff Contractor Inc.	Mark Wattier
Firm:		Wattier Surveying
Phone:	[redacted]	
Email:		
Address:		

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

3456 Halls Mill Road, Mobile, Alabama 36693
Property Address

9.5 acres +/-
Property Area (acres or square feet)

3202060002005
Parcel Number(s) or Key Number(s)

I-1
Present Zoning or Transect District

I-1
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.

Ben M. Radcliff Contractor Inc.
By: [signature] President
Owner Signature

10/11/2025
Date

[signature]
Applicant or Agent Signature (if applicable)

10/11/2025
Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION

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

Ben M. Radcliff Contractor, Inc.
By: [signature]
As its President
Applicant or Agent Signature

10/11/2025
Date

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

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

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

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

---

1. **Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.**
   This site was approved as a PUD in April of 2008. The site is designated as Industrial under the Comprehensive Plan and Map for Mobile.
   The applicant desires to subdivide the rear portion of the subject property in order to sell it to an adjoining landowner in order to allow the adjoining landower to expand its facilities and operations.
   Other than removing a portion of the property making up the site, the site plan will not change.

   Light Industry
   Future Land Use Map (FLUM) Designation

2. **Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.**
   The surrounding areas are developed as light industrial uses or are vacant land.
   The applicant is not making any changes to the site plan other than subdividing off the rear portion of the lot.

3. **Describe how the proposal prevents impacts on the development or improvement of adjacent property.**
   By allowing the modificaiton of the existing PUD and the subdivision of the subject property, the currently unused rear portion of the site will allow an adjacent land owner the opportunity to expand its business operations.

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)

All existing structures will remain. No additional structures are being requested at this time. The site has 4 buildings and 2 covered sheds

Office building is a 2 story building, everything else is single story not exceeding 24 feet.

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

Wooden fence around the side and rear rear property lines with hedge. Front yard trees and shrubs around the front office building and driveway.

☐ Lighting:

Driveway lighting and light poles in rear of building for employee parking. Dusk to dawn security lighting in laydown areas and warehousing area.

Existing lighting will not be changing

☐ Hours of operation:

7:30 am - 4:30 pm . This is not changing from current operations

☐ 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.

No change is being made to the existing site plan or operations on the site other than to subdivide off an unused portion.

This approval would no increase or impact any aspects of the public health or general welfare in the City

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.

Allowing this PUD modification in conjunction with the approval of the subdivision of this site will take an otherwise unused parcel and make it a part of a property which is being developeed an expanded. The approval would have a positive economic impact for the City and increase the tax base for the property.

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?

Agenda Item # 11

SUB-003444-2025 & MOD-003516-2025

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

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Planned Unit Development Modification

DETAILS

Location:
3456 & 3500 Halls Mill Road, and 2390 West I-65 Service Road South

Applicant / Agent:
Ben M. Radcliff Contractor, Inc. & PM Properties, LLC

Property Owner(s):
Ben M. Radcliff Contractor, Inc. & PM Properties, LLC

Current Zoning:
I-1, Light Industry District

Future Land Use:
Light Industry

Applicable Codes, Policies, and Plans:
- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Schedule for Development:
- N/A

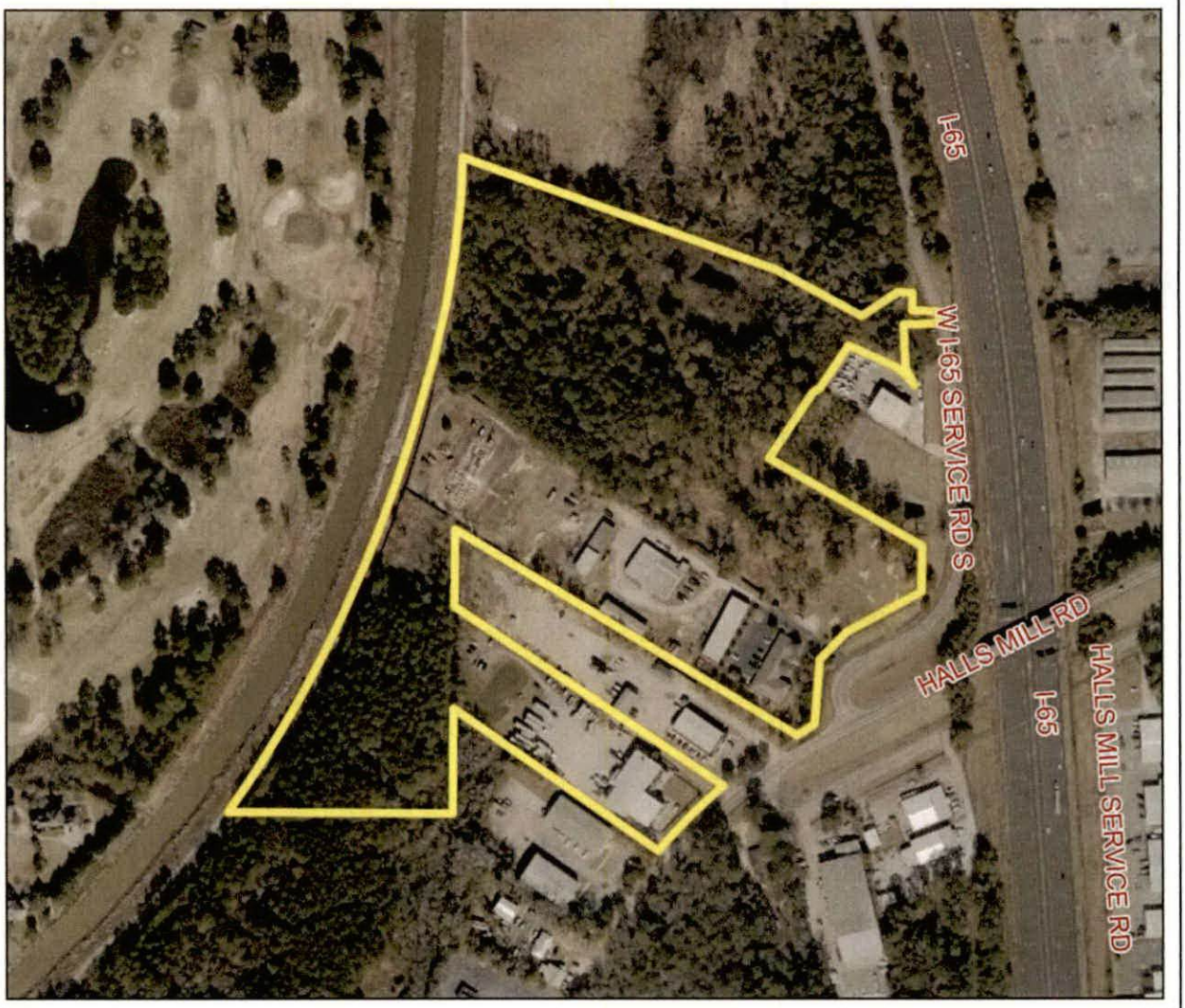
Proposal:
- Subdivision approval to create two (2) legal lots of record
- Modification of a previously approved Planned Unit Development

Considerations:
1. Subdivision proposal with eleven (11) conditions; and
2. Modification of a previously approved Planned Unit Development with sixteen (16) conditions.

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PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and industrial units.

APPLICATION NUMBER 11 DATE November 20, 2025 APPLICANT Radcliff-Ice Plant Subdivision REQUEST Subdivision, PUD Modification	N NTS

SITE HISTORY

A portion of the site was originally part of Lot 6 of *Merwina's Shady Grove Gardens Subdivision*, recorded in the Mobile County Probate Court in February 1936. The remainder of the site was included in the 44-lot *Golden Glow Farm Subdivision*, recorded in May 1942.

In January 1981, portions of these subdivisions were combined to create the single-lot *Irving Estelle Subdivision*.

On March 12, 1996, the City Council approved the rezoning of Lots 7–9 of *Golden Glow Farm Subdivision* from R-1, Single-Family Residential District, to I-1, Light Industry District.

An Administrative Planned Unit Development (PUD) was approved in July 2003 for the site composing portions of Lots 10, 11, and 12 of Golden Glow Farm Subdivision to allow expansion of an existing development with multiple buildings on a single building site.

At its April 3, 2008, meeting the Planning Commission approved the *Ben Radcliff Subdivision*, combining Lot 6 of *Merwina's Shady Grove Gardens Subdivision*, Lots 10–16 of *Golden Glow Farm Subdivision*, and the single lot of the *Irving Estelle Subdivision* into three (3) lots. Concurrent requests to rezone Lots 2 and 3 from R-1 to I-1 and to amend the previously approved Administrative PUD for additional expansion of the development were also approved. The City Council adopted the rezoning on May 13, 2008, and the plat was recorded in July 2008. The site was later developed with a new office addition in accordance with the approved PUD.

In November 2008, the Planning Commission approved a Sidewalk Waiver for the *Ben Radcliff Subdivision* PUD, waiving sidewalk construction along West I-65 Service Road South and Halls Mill Road.

In April 2015, the Planning Commission approved a resubdivision of Lots 7–9 of *Golden Glow Farm Subdivision* into two (2) lots; however, the plat was never recorded, and the approval lapsed. Later that year, the Commission approved the *Middleton Subdivision*, combining Lots 7 and 8 into a single lot, recorded in February 2016.

At its July 10, 2023, meeting the Board of Zoning Adjustment denied a variance request to allow a screened six (6)-foot-tall chain-link fence to encroach within the required 25-foot front yard setback of the Middleton Subdivision lot.

The current Subdivision and Major Modification requests involve the single-lot *Middleton Subdivision* and the three (3) lots of the *Ben Radcliff Subdivision*.

There are no other Planning Commission or Board of Zoning Adjustment cases 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. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo LOTS A and B 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 – 14,000 SF AND LOT 2 – NONE.
D. 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.
E. 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.
F. 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.
G. 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.
H. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
I. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Planned Unit Development Modification

1. Show the boundary of the proposed site for the PUD. The drawing does not include the proposed LOT B of the subdivision.
2. Remove the note "THIS PORTION OF LOT 3 IS HEREBY REMOVED FROM THE PUD" shown on the drawing since there is no LOT 3 shown or listed in the proposed subdivision.
3. ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:
   a. 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).
   b. 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.
   c. 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.
   d. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
   e. 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.
   f. 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.
   g. 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 request is to subdivide Lot 3 of the Ben Radcliff Subdivision and combine the resulting parcel with Lot A of the Middleton Subdivision to create two (2) legal lots of record. The site is served by public water and sanitary sewer.

Proposed Lots A and B will front Halls Mill Road, a Minor Arterial Street requiring a 70-foot-wide right-of-way at this location. Proposed Lot A also fronts a portion of West I-65 Service Road South, an Alabama Department of Transportation (ALDOT)-maintained street that serves Interstate 65 and requires a 300-foot-wide right-of-way.

The plat currently depicts a 60-foot-wide right-of-way along Halls Mill Road and a variable right-of-way along West I-65 Service Road South. A previous 35-foot dedication from the centerline of Halls Mill Road was required for the Middleton Subdivision; therefore, the plat should be revised to depict adequate right-of-way along both proposed lots, unless the Planning Commission waives Section 6.C.9. of the Subdivision Regulations.

Although the preliminary plat shows a variable right-of-way along West I-65 Service Road South, aerial imagery and mapping data indicate that sufficient right-of-way already exists at this location. Accordingly, the Final Plat should depict the greater of either the existing right-of-way or the required 300-foot standard along West I-65 Service Road South.

Both lots abut the Montlimar Creek Drainage Canal to the west, which is shown with a 200-foot-wide right-of-way consistent with previous subdivisions of the site. This information should be retained on the Final Plat, if approved.

There is no minimum lot size requirement for properties served by public water and sanitary sewer within an I-1, Light Industry District. However, Section 5.A.2(e)(4) of the Subdivision Regulations requires each lot's area to be labeled in both square feet and acres. This information is shown on the preliminary plat and should be retained on the Final Plat, adjusted as necessary for any required dedication. Alternatively, a table with the same information may be provided on the Final Plat.

A 25-foot front yard setback line is illustrated along both street frontages, in compliance with Section 6.C.8. of the Subdivision Regulations and Article 2, Section 64-2-21.E. of the Unified Development Code (UDC) for lots in the I-1 zoning district. This information should also be retained on the Final Plat, adjusted for any required dedication.

Both lots exceed the maximum depth-to-width ratio of 3.5:1 at the front yard setback line, which is discouraged by Section 6.C.3. of the Subdivision Regulations. However, considering prior subdivision approvals for the site and similar lot configurations within the surrounding area, a waiver of Section 6.C.3. may be appropriate.

A 10-foot-wide drainage easement is shown along the rear portion of each lot, adjacent to the Montlimar Creek Drainage Canal. Therefore, a note should be required on the Final Plat stating that no structures may be constructed within any easement without the written consent of the easement holder.

Approval of this subdivision would result in a portion of proposed Lot B being located within the existing Ben Radcliff Subdivision Planned Unit Development (PUD). Because the most recently approved PUD (2008) did not identify future development plans for this portion and the area remains undeveloped, the concurrent Major Modification request seeks to remove it from the overall PUD site. Therefore, approval of the subdivision should be contingent upon approval of the associated Major Modification to the PUD to avoid creating a lot that straddles PUD boundaries. Alternatively, the applicant may elect to include the entirety of proposed Lot B within the existing PUD.

Planned Unit Development Modification

The site plan depicts the proposed modification to the property lines of Lot 3 of the Ben Radcliff Subdivision and Lot A of the Middleton Subdivision, consistent with the concurrent subdivision request. A note on the plan states that a "...portion of Lot 3 is hereby removed from the PUD." The plan also illustrates existing site improvements on the remainder of Lot 3, including several buildings utilized by the current contractor business.

As previously mentioned, approval of the associated subdivision request would result in a portion of proposed Lot B being located within the existing Planned Unit Development (PUD) that currently encompasses Lots 1–3 of the

Ben Radcliff Subdivision. Because the most recently approved PUD (2008) did not identify future development plans for this portion of the site and the area remains undeveloped, the concurrent Major Modification request seeks to remove it from the overall PUD. A detailed description of the request and associated application materials is available via the link provided on Page 1 of this report. It should be noted that no other modifications to the existing PUD are proposed at this time beyond the removal of a portion of Lot 3.

Lots 1 and 2 of the Ben Radcliff Subdivision and PUD are also undeveloped, and no site improvements are proposed on either property as part of this request.

If both the subdivision and Major PUD Modification requests are approved, the PUD boundary would be revised to include Lots 1 and 2 of the Ben Radcliff Subdivision and Lot A of the proposed Radcliff–Ice Plant Subdivision.

If approved, the Final PUD Site Plan should be revised to label the size of each lot in both square feet and acres, adjusted for any required dedication resulting from the subdivision approval. Alternatively, a table providing the same information may be included on the Final PUD Site Plan.

The required 25-foot front yard setback is illustrated along Halls Mill Road but not along West I-65 Service Road South. If approved, the 25-foot front yard setback should be depicted along all street frontages, adjusted as necessary for any required dedication resulting from the subdivision request.

Existing site improvements are illustrated on the plan and are located entirely within proposed Lot A. While no new improvements are proposed with this request, each existing building should be labeled with its square footage. Additionally, the Final PUD Site Plan should be revised to depict all other existing site features, including off-street parking areas, loading zones, driveways, and maneuvering areas.

Parking calculations for any required or existing parking should be provided in a table on the Final PUD Site Plan. All curbing and/or wheel stops should also be clearly illustrated.

Any existing dumpsters or dumpster enclosures should be shown on the Final PUD Site Plan. If curbside waste collection is provided instead, a note indicating this should be included on the plan.

It is unclear if the site was required to comply with previous tree planting and landscape area requirements; however, it appears a majority of the site was developed prior to the most recent Zoning Ordinance, and subsequent changes to the building footprint have been minimal enough not to trigger compliance with those requirements. If any tree plantings or landscape areas were required under prior approvals or permits, a note should be added to the Final PUD Site Plan stating that the site will continue to maintain compliance with those applicable requirements.

Any future development or redevelopment of the site may require additional modification of the PUD, subject to approval by the Planning Commission and City Council. A note to that effect should be placed on the Final PUD Site Plan, if approved.

A revised Modified PUD Site Plan (hard copy and PDF) should be submitted to and approved by the Planning and Zoning Department prior to recording the plan in Probate Court, as required by Section 64-5-8.B.2(f) of the Unified Development Code (UDC).

SUBDIVISION CONSIDERATIONS

Standards of Review:

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

Considerations:

If the Planning Commission considers approving the Subdivision request a waiver of Section 6.C.3. of the Subdivision Regulations will be required (for width-to-depth ratio), and the following conditions could apply:

1. Revision of the Final Plat to depict dedication sufficient to provide 35 feet from the centerline of Halls Mill Road, in compliance with Section 6.C.9. of the Subdivision Regulations;
2. Revision of the Final Plat to depict the minimum existing right-of-way width or a dedicated 300-foot-wide right-of-way, whichever is greater, along West I-65 Service Road South;
3. Retention of the 200-foot-wide right-of-way for the Montlimar Creek Drainage Canal as illustrated on the preliminary plat;
4. Retention of the lot size labels in square feet and acres on the Final Plat, adjusted for any required dedication, or provision of a table on the Final Plat with the same information;
5. Retention of the 25-foot front yard setback along both street frontages on the Final Plat, adjusted for any required dedication;
6. Provision of a note on the Final Plat stating that no structures shall be constructed in any easement without consent of the easement holder;
7. Approval of the Major Planned Unit Development Modification;
8. Compliance with all Engineering comments noted in this staff report;
9. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
10. Compliance with all Urban Forestry comments noted in this staff report; and,
11. Compliance with all Fire Department comments noted in this staff report.

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

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

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

1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
b. Includes adequate public facilities and utilities;

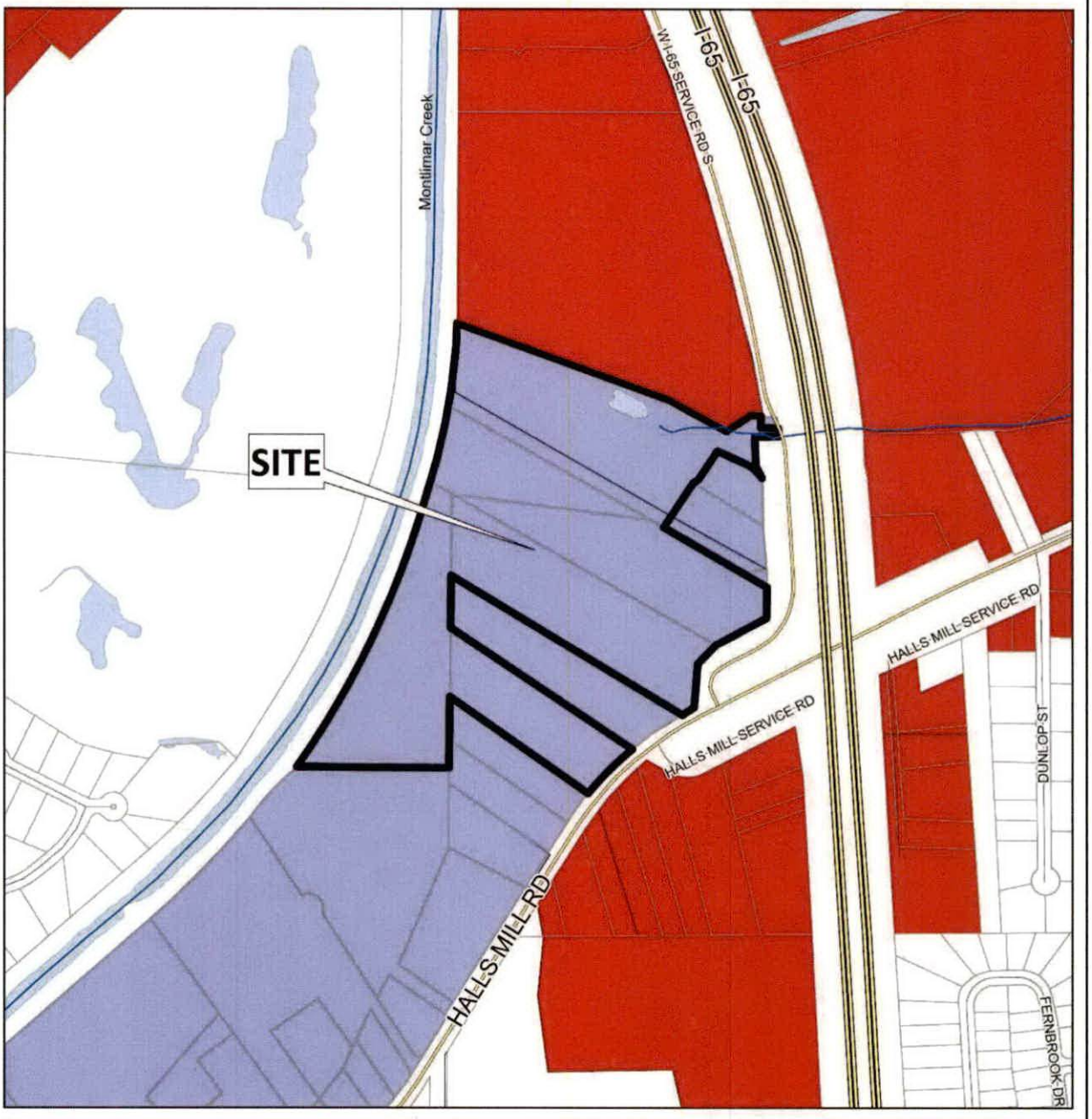
5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

Considerations:

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

1. Revision of the Final PUD Site Plan to label the size of each lot in both square feet and acres, adjusted for any required dedication resulting from the subdivision approval, or provision of a table on the Final PUD Site Plan with the same information;
2. Revision of the Final PUD Site Plan to illustrate the 25-foot front yard setback along all street frontages;
3. Revision of the Final PUD Site Plan to label each existing building with its size in square feet;
4. Revision of the Final PUD Site Plan to depict all other existing site features;
5. Provision of a table on the Final PUD Site Plan showing required and existing parking calculations;
6. Revision of the Final PUD Site Plan to illustrate any/all curbing and/or wheel stops;
7. Revision of the Final PUD Site Plan to depict any dumpsters or dumpster enclosures, or provision of a note on the Final PUD Site Plan stating curbside waste collection is utilized;
8. If any tree plantings or landscaped areas were required under prior approvals or permits, provide a note on the Final PUD Site Plan stating that the site will continue to maintain compliance with those applicable requirements;
9. Provision of a note on the Final PUD Site Plan stating that any future development or redevelopment of the site may require additional modification of the PUD, subject to Planning Commission and City Council approval;
10. Completion of the subdivision process prior to recording the Final PUD Site Plan in Probate Court;
11. Compliance with all Engineering comments noted in this staff report;
12. Compliance with all Traffic Engineering comments noted in this staff report;
13. Compliance with all Urban Forestry comments noted in this staff report;
14. Compliance with all Fire Department comments noted in this staff report;
15. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
16. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 11 DATE November 20, 2025

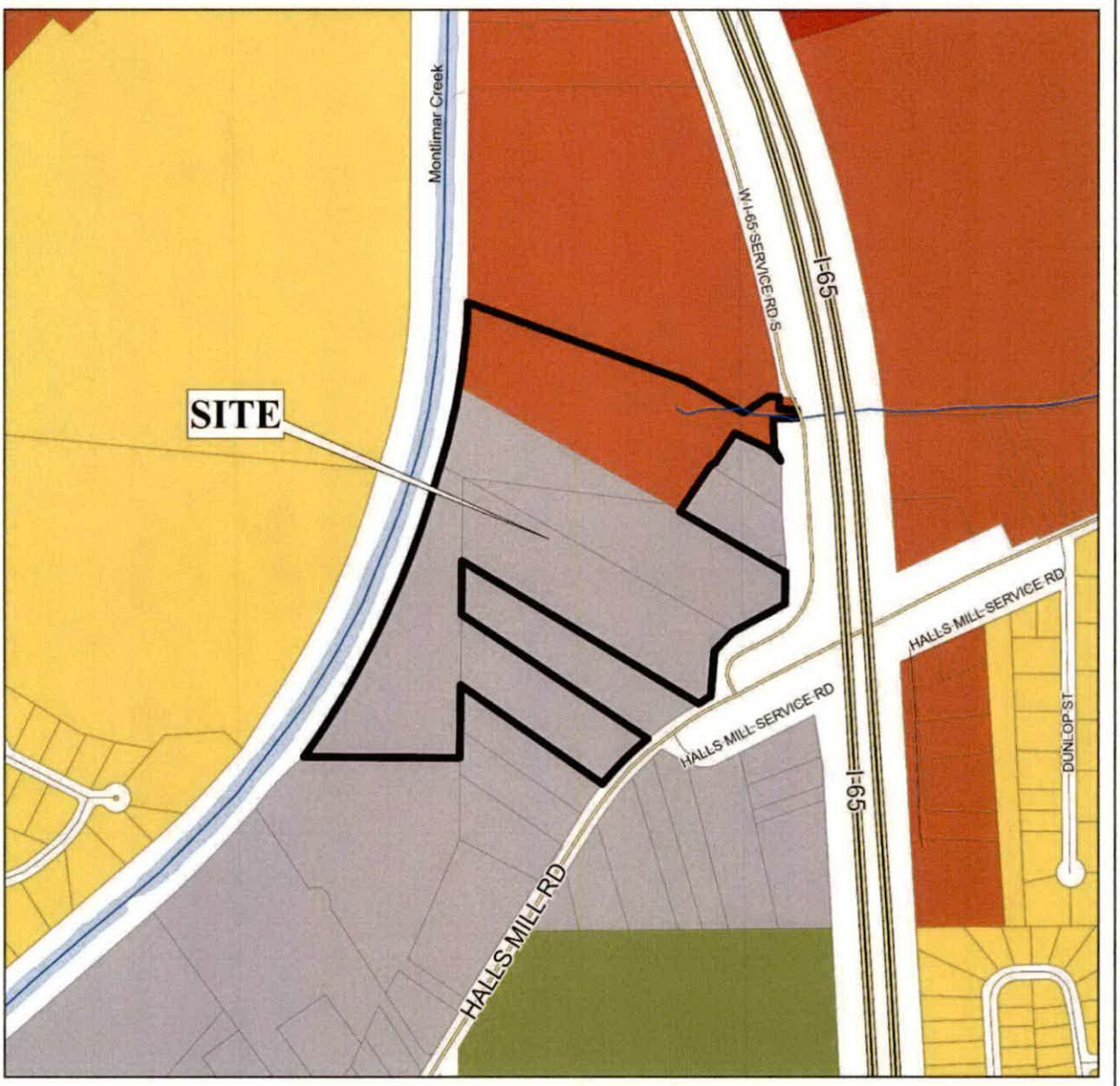
APPLICANT Radcliff-Ice Plant Subdivision

REQUEST Subdivision, PUD Modification

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 11 DATE November 20, 2025

APPLICANT Radcliff-Ice Plant Subdivision

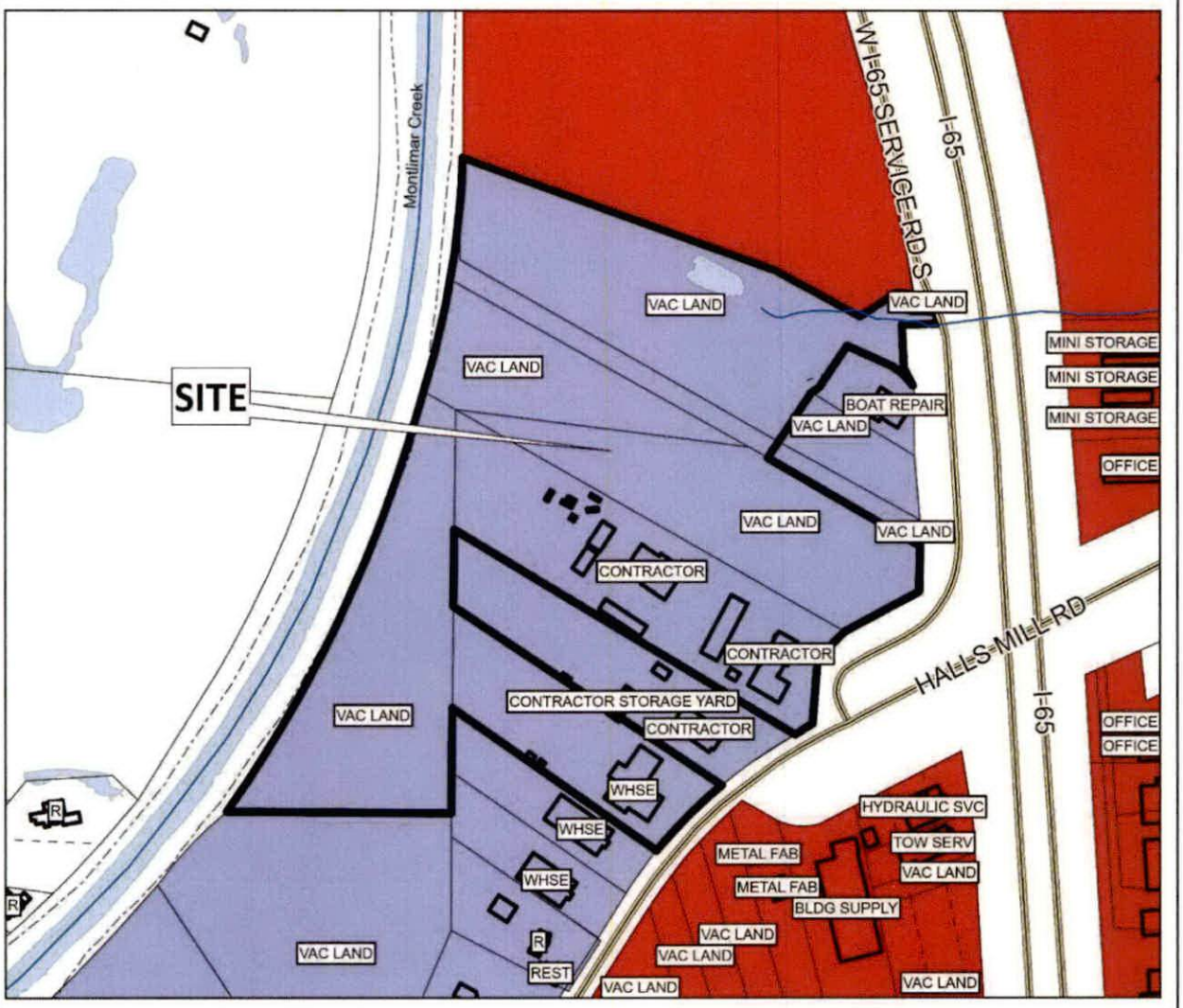
REQUEST Subdivision, PUD Modification

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial and industrial units.

APPLICATION NUMBER 11 DATE November 20, 2025

APPLICANT Radcliff-Ice Plant Subdivision

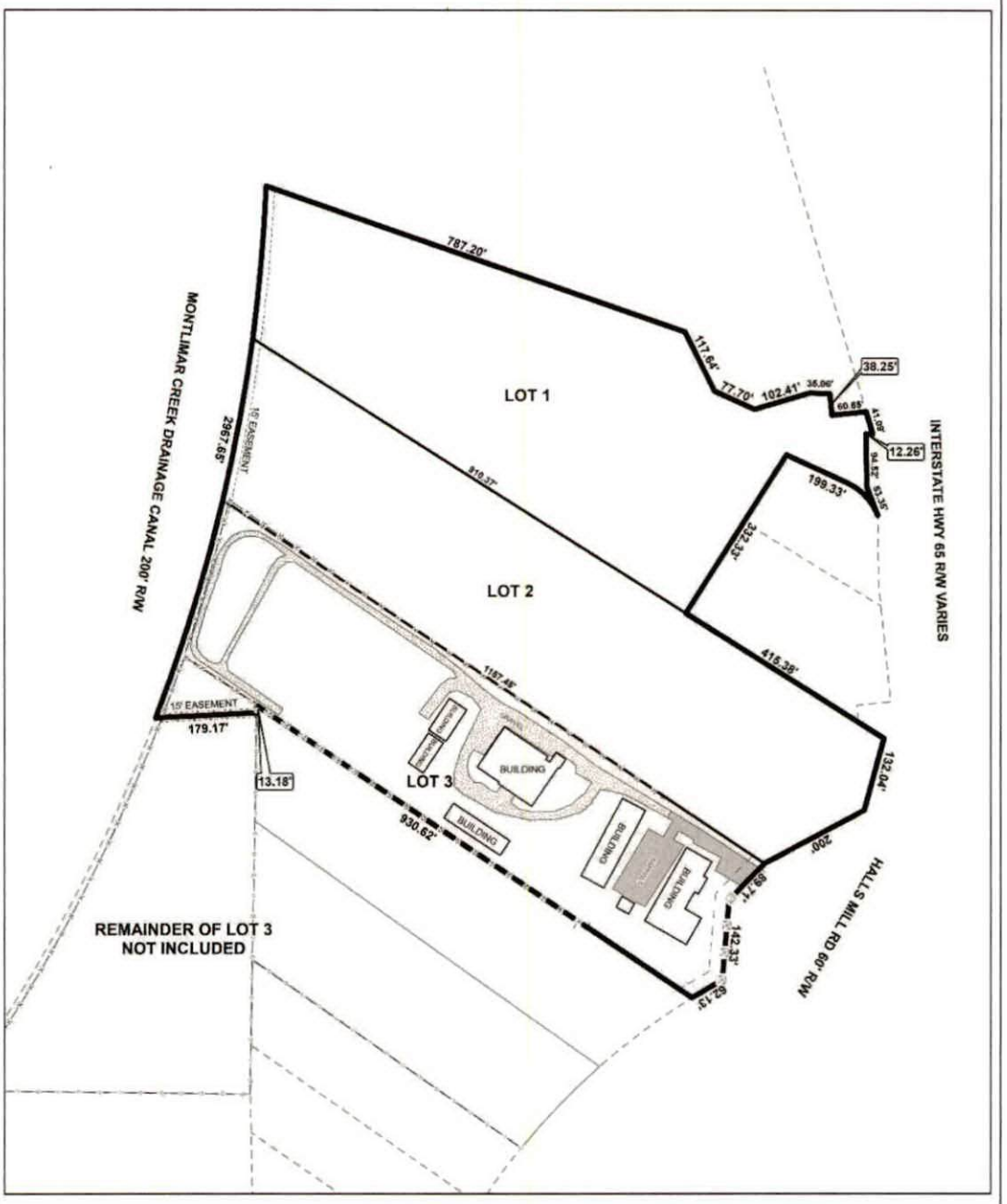
REQUEST Subdivision, PUD Modification

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

N

NTS

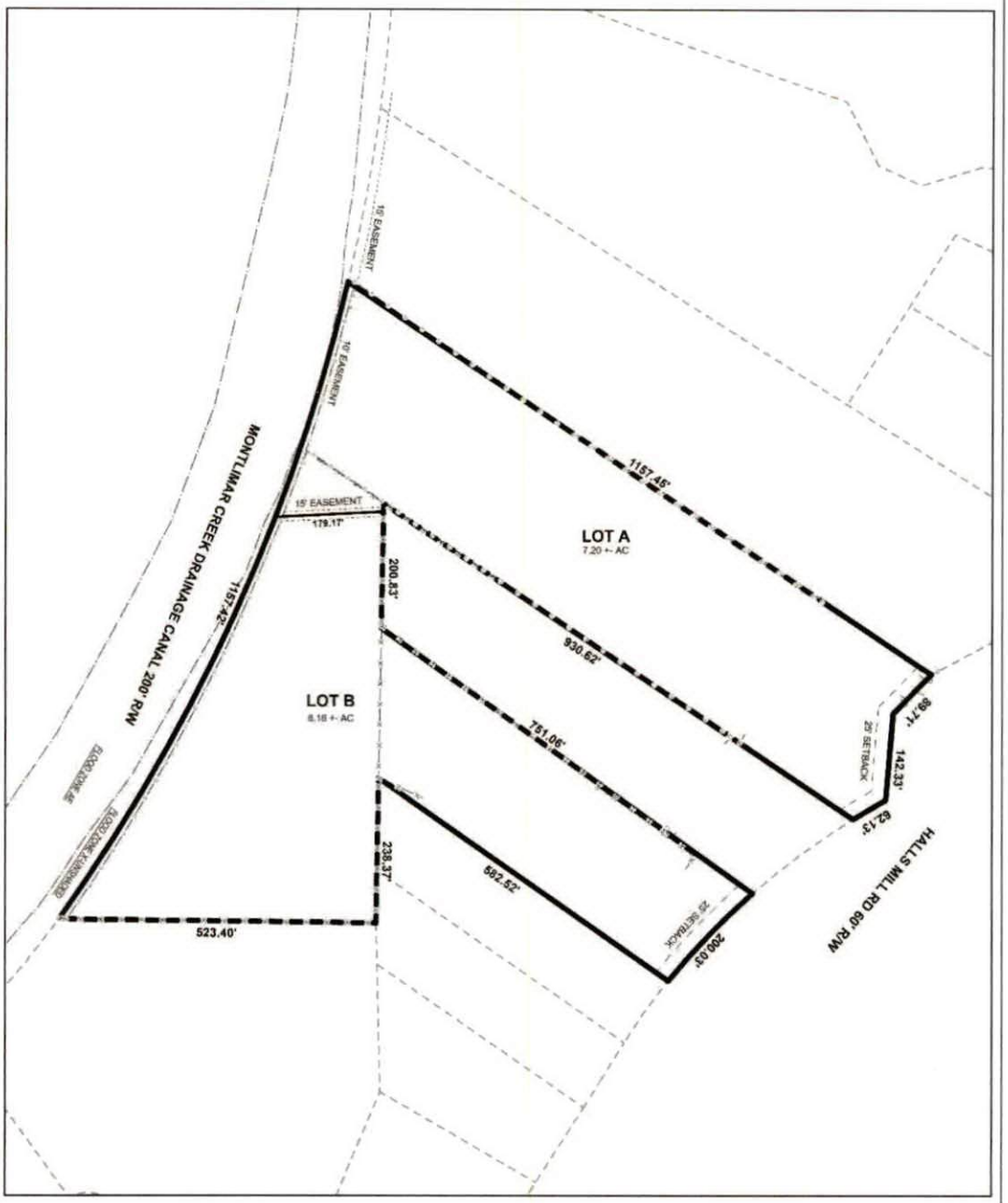
PUD SITE PLAN



The site plan illustrates exiting buildings, drives, and easements.

APPLICATION NUMBER 11 DATE November 20, 2025 APPLICANT Radcliff-Ice Plant Subdivision REQUEST Subdivision, PUD Modification	N NTS

SUBDIVISION SITE PLAN



The site plan illustrates setbacks, drives, and easements.

APPLICATION NUMBER	11	DATE	November 20, 2025
APPLICANT	Radcliff-Ice Plant Subdivision		
REQUEST	Subdivision, PUD Modification		

N

NTS

FUTURE LAND USE MAP CORRESPONDENCE TO ZONING

A primary purpose of the Future Land Use Map is to guide zoning decisions. In many cases the designation on the FLUM may match the existing use of land, but in others the designated land use may differ from what is on the ground today. For example, a parcel that is in commercial use today but designated as any of the "mixed use" types on the map could redevelop with a mix of residential and commercial uses (such as retail, office, entertainment, etc., depending on the location).

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 correspondence between the FLUM and the zoning district structure is described in the matrix below. This tool gives the City the flexibility over the long-term to determine appropriate changes to the zoning map based on various factors.

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.

Zoning correspondence matrix

■ Zoning district is appropriate to implement the future land use category.

U S Zoning district with Urban or Suburban subdistrict is appropriate to implement the future land use category.

○ Elements of the zoning district are related to the future land use category and may be appropriate with qualifications or conditions.

□ Zoning district is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

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

LIGHT INDUSTRY / BUSINESS CENTER (LI)

This land use designation applies to an array of modern, low-impact industrial uses that include assembly and processing, warehousing, distribution and wholesaling facilities. The bulk of the light industrial use must be contained within a building or facility. This designation may also include uses such as complementary offices and retail, and areas that may be regarded as "industrial business", including business administration and logistics operations for industrial concerns, building trade contractors facilities and advanced research facilities, as well as stand-alone educational, scientific and industrial research facilities, or any combination of those facilities located in light industrial and technology parks.

Development Intent

- If the use requires outside storage, the storage must be limited in area and appropriately screened from view in accordance to specific zoning requirements.
- Light industrial uses are characterized by attractive, accessible and connected development, compatible with the character of surrounding neighborhoods.
- Development may take the form of planned campuses in park-like settings or unified design corridor with consideration to factors such as site and building orientation, building design, landscaping and buffering, lighting, continuity of pedestrian networks, access and connectivity to transit and to freight transportation.
- Heavy commercial and, in some cases, high-density residential land uses may serve as transitions between LI and other, lower-intensity land use designations.
- Protection buffers may also be required.
- Higher quality building design should be encouraged at highly visible sites.

Land use mix

Primary Uses

- Light Industrial / Clean Manufacturing
- Warehousing / Logistics
- Office

Secondary Uses

- Commercial
- Civic
- Parks

Housing mix

- A range of housing may be considered but it is not intended for these areas.

Character Example









RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Modification
of Previously Approved Planning Approval
for Property Located at 6710 Old Shell Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **December 9, 2025,** a public hearing will be held on the **13th** day of **January, 2026**, at 10:30 a.m., to consider adoption of an ordinance for the proposed modification of a previously approved Planning Approval for property located at 6710 Old Shell Road.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planning Approval was approved on August 01, 1996, allowing construction of a 150-foot-tall steel monopole telecommunications tower on property located at 6710 Old Shell Road and described as follows:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 OF NOLFE SUBDIVIDION AS RECORDED IN MAP BOOK 60, PAGE 52 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; RUN THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR 50.0 FEET; RUN THENCE NORTH 89 DEGREES 35 MINUTES 03 SECONDS WEST FOR 50.0 FEET; RUN THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS FOR 50.0 FEET TO THE WEST. NORTH LINE OF SAID LOT 1 OF NOLFE SUBDIVISION; RUN THENCE SOUTH 89 DEGREES 35 MINUTES 03 SECONDS EAST ALONG THE NORTH LINE OF SAID NOLFE SUBDIVISION FOR 50.0 FEET TO THE NORTHEAST CORNER OF SAID NOLFE SUBDIVISION AND THE POINT OF BEGINNING. SAID PARCEL BEING A PORTION OF LOT 1 AND SAID NOLFE SUBDIVISION AS RECORDED IN MAP BOOK 60, PAGE 52 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE, ALABAMA AND CONTAINING 2500 SQUARE FEET MORE OR LESS.

WHEREAS, the owner of said property applied for a Major Modification of the Planning Approval on September 25, 2025, to allow construction of a 150-foot-tall steel monopole telecommunications tower, to increase the height of the telecommunications tower from 150 feet to 172.1 feet.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on November 20, 2025, and recommended approval of the Major Modification of the Planning Approval subject to the following conditions:

1. Approval of Tower Height, Tower Setback and Tower Residential Buffer Variances by the Board of Zoning Adjustment;
2. Placement of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD and Planning Approval modifications, subject to approval by the Planning Commission and City Council;

3. Compliance with all Engineering comments noted in the staff report;
4. Placement of a note on the revised site plan stating all Traffic Engineering comments noted in the staff report;
5. Compliance with all Urban Forestry comments noted in the staff report;
6. Compliance with all Fire Department comments noted in the staff report;
7. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
8. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

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

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

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

1. Approval of Tower Height, Tower Setback and Tower Residential Buffer Variances by the Board of Zoning Adjustment;
2. Placement of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD and Planning Approval modifications, subject to approval by the Planning Commission and City Council;
3. Compliance with all Engineering comments noted in the staff report;
4. Placement of a note on the revised site plan stating all Traffic Engineering comments noted in the staff report;
5. Compliance with all Urban Forestry comments noted in the staff report;
6. Compliance with all Fire Department comments noted in the staff report;
7. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
8. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 13th 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 Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 17th 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 **6710 Old Shell Road.**

The proposed amendment will modify a Planning Approval that was approved for said location on **August 01, 1996.** The owner of said property has applied for a **Major Modification of a previously approved Planning Approval allowing construction of a 150-foot-tall steel monopole telecommunications tower, to increase the height of the telecommunications tower from 150 feet to 172.1 feet.** If approved, the major modification **will allow construction of a 172.1-foot-tall steel monopole telecommunications tower,** subject to the following proposed conditions: 1. Approval of Tower Height, Tower Setback and Tower Residential Buffer Variances by the Board of Zoning Adjustment; 2. Placement of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD and Planning Approval modifications, subject to approval by the Planning Commission and City Council; 3. Compliance with all Engineering comments noted in the staff report; 4. Placement of a note on the revised site plan stating all Traffic Engineering comments noted in the staff report; 5. Compliance with all Urban Forestry comments noted in the staff report; 6. Compliance with all Fire Department comments noted in the staff report; 7. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and, 8. Full compliance with all municipal codes and ordinances.

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

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

WHEREAS, a Planning Approval was approved on August 01, 1996, **allowing construction of a 150-foot-tall steel monopole telecommunications tower** on property located at **6710 Old Shell Road** and described as follows:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 OF NOLFE SUBDIVIDION AS RECORDED IN MAP BOOK 60, PAGE 52 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; RUN THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR 50.0 FEET; RUN THENCE NORTH 89 DEGREES 35 MINUTES 03 SECONDS WEST FOR 50.0 FEET; RUN THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS FOR 50.0 FEET TO THE WEST. NORTH LINE OF SAID LOT 1 OF NOLFE SUBDIVISION; RUN THENCE SOUTH 89 DEGREES 35 MINUTES 03 SECONDS EAST ALONG THE NORTH LINE OF SAID NOLFE SUBDIVISION FOR 50.0 FEET TO THE NORTHEAST CORNER OF SAID NOLFE SUBDIVISION AND THE POINT OF BEGINNING. SAID PARCEL BEING A PORTION OF LOT 1 AND SAID NOLFE SUBDIVISION AS RECORDED IN MAP BOOK 60, PAGE 52 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE, ALABAMA AND CONTAINING 2500 SQUARE FEET MORE OR LESS.

WHEREAS, the owner of said property applied for a Major Modification of the Planning Approval on **September 25, 2025,** to **allow construction of a 150-foot-tall steel monopole telecommunications tower, to increase the height of the telecommunications tower from 150 feet to 172.1 feet.**

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on **November 20, 2025,** and recommended approval of the Major Modification of the Planning Approval subject to the following conditions:

1. Approval of Tower Height, Tower Setback and Tower Residential Buffer Variances by the Board of Zoning Adjustment;
2. Placement of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD and Planning Approval modifications, subject to approval by the Planning Commission and City Council;
3. Compliance with all Engineering comments noted in the staff report;
4. Placement of a note on the revised site plan stating all Traffic Engineering comments noted in the staff report;
5. Compliance with all Urban Forestry comments noted in the staff report;
6. Compliance with all Fire Department comments noted in the staff report;
7. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,

8. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

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

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

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

1. Approval of Tower Height, Tower Setback and Tower Residential Buffer Variances by the Board of Zoning Adjustment;
2. Placement of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD and Planning Approval modifications, subject to approval by the Planning Commission and City Council;
3. Compliance with all Engineering comments noted in the staff report;
4. Placement of a note on the revised site plan stating all Traffic Engineering comments noted in the staff report;
5. Compliance with all Urban Forestry comments noted in the staff report;
6. Compliance with all Fire Department comments noted in the staff report;
7. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
8. 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

American Tower Corporation
Amanda Novas, TruNorthe, LLC, Agent
6710 Old Shell Road
Council District 7
Gina Gregory

THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

December 4, 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 **American Tower Corporation (Amanda Novas, TruNorthe, LLC, Agent),** for a Major Modification of a previously approved Planning Approval allowing construction of a 150-foot-tall steel monopole telecommunications tower, to increase the height of the telecommunications tower from 150 feet to 172.1 feet for the property located at **6710 Old Shell Road**.

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

1. Approval of Tower Height, Tower Setback and Tower Residential Buffer Variances by the Board of Zoning Adjustment;
2. Placement of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD and Planning Approval modifications, subject to approval by the Planning Commission and City Council;
3. Compliance with all Engineering comments noted in the staff report;
4. Placement of a note on the revised site plan stating all Traffic Engineering comments noted in the staff report;
5. Compliance with all Urban Forestry comments noted in the staff report;
6. Compliance with all Fire Department comments noted in the staff report;
7. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
8. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

November 24, 2025

American Tower Corporation
ATTN: Amanda Novas
10 Presidential Way
Woburn, MA 01801

Re: 6710 Old Shell Road
MOD-003487-2025
American Tower Corporation (Amanda Novas, TruNorthe, LLC, Agent)
District 7
Major Modification of a previously approved Planning Approval allowing construction of a 150-foot-tall steel monopole telecommunications tower, to increase the height of the telecommunications tower from 150 feet to 172.1 feet.

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 Findings of Fact to support modification of the previously approved Planning Approval:

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

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

1. Approval of Tower Height, Tower Setback and Tower Residential Buffer Variances by the Board of Zoning Adjustment;
2. Placement of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD and Planning Approval modifications, subject to approval by the Planning Commission and City Council;
3. Compliance with all Engineering comments noted in the staff report;
4. Placement of a note on the revised site plan stating all Traffic Engineering comments noted in the staff report;
5. Compliance with all Urban Forestry comments noted in the staff report;
6. Compliance with all Fire Department comments noted in the staff report;
7. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
8. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **$490.20.** 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
Stephen Guthrie
Deputy Director of Planning and Zoning

City of Mobile · Planning & Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits** Checklist A

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

☐ **Planned Development** Checklist C

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

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

---

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

	Applicant	Agent (If Applicable)
Name:	American Tower Corporation	Amanda Novas
Firm:		TruNorthe LLC
Phone:	786-301-6132	786-301-6132
Email:	anovas@trunorthe.com	anovas@trunorthe.com
Address:	10 Presidential Way Woburn, MA 01801	1765 Sidewinder Drive, Park City UT 84060

	Owner	Design Professional
Name:	DAC Properties INC	Jeremy Sharit
Firm:		SMW Engineering Group Inc
Phone:	786-301-6132	205-252-6985
Email:	anovas@trunorthe.com	anovas@trunorthe.com
Address:	6710 Old Shell Road Mobiel AL	158 Business Center Drive, Birmingham AL 35244

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

6710 Old Shell Road Mobile AL 36608
Property Address

Property Area (acres or square feet)

Parcel Number(s) or Key Number(s)

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

amanda novas
Applicant or Agent Signature (if applicable)

9/25/2025
Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION

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

amanda novas
Applicant or Agent Signature

9/25/2025
Date

CHECKLIST D
Previously approved Planning Approvals and Planned Unit Developments

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

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

☒ Planning Commission Application

☐ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

---

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

   ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNMENT AUTHORITIES. NOTHING IN THESEPLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

   1. ANSI/TIA/EIA: STRUCTURAL STANDARDS (222-H EDITION) 2. INTERNATIONAL BUILDING CODE (2012 IBC)

   _____

   Future Land Use Map (FLUM) Designation

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

   The existing tower would require this modification in order to satisfy the structural requirements to complete the cell tower upgrade for BLDC-155862-2025

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

   This proposal should not impact 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)
     existing tower structure is 149.1' - this modification is proposing to raise the 172.1'
   - The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
     there is no landscaping or shrubs within the fenced in cell tower facility
   - Lighting:
     No lighting
   - Hours of operation:
     Unmanned facility
   - 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.
   A cell tower extension will not affect these specified elements.

8. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.
   THE PROJECT DEPICTED IN THESE PLANS QUALIFIES AS AN ELIGIBLE FACILITIES REQUEST ENTITLED TO EXPEDITED REVIEW UNDER 47 U.S.C. §1455(A) AS A MODIFICATION OF AN EXISTING WIRELESS TOWER THAT INVOLVES THE COLLOCATION, REMOVAL, AND/OR REPLACEMENT OF TRANSMISSION EQUIPMENT THAT IS NOT A SUBSTANTIAL CHANGE UNDER CFR § 1.6100 (B)(7)

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project ATC 412671 OLD SHELL ROAD TOWER EXTENSION

Address 6710 Old Shell Road

Owner American Tower Corporation

Address 10 Presidential Way, Woburn MA Zip Code 01801

Phone 7863016132 Fax _____ Email anovas@trunorthe.com

Authorized Agent Amanda Novas

Address 1765 Sidewinder Drive, Park City UT Zip Code 84060

Phone 7863016132 Fax _____ Email anovas@trunorthe.com

Contractor CommStructures, Inc.

Address 101 E. Roberts Rd. Pensacola, FL Zip Code 32534

Phone (850)-968-9293 ext 18 Fax _____ Email tmitchell@commstructures.com

Civil Engineer _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Architect _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Submitted by:

amanda novas — Signature

Amanda Novas — Print

9/25/2025 — Date

Project Coordinator — Affiliation to project/Organization

2016022843 1/17
Bk: LR7373 Pg:1890
Document Type:
LAEX

Mobile County,Alabama
Bk: LR7373 Pg:1890
filed on : 04/29/2016 11:52:52 AM
Don Davis, Probate Judge
Deed Tax : $61.50
Mortgage Tax: $.00
Mineral Tax : $.00
No Tax : $.00
Judge Fee : $.00
SR Fee: $2.00
Surcharge Fee: $10.00
Recording Fee: $43.50
Total : $117.00

2016022843
Bk: LR7373 Pg:1890

Space Above Line Reserved For Recorder's Use

Prepared by & Return to:
Anthony Rosa, Esq.
ATC Sequoia LLC
10 Presidential Way
Woburn, MA 01801

Lease Terms: 1 Time payment of $112,200 of full consideration for 22 year lease. Taxes based on $61,384.34 based on AL tax lease chart 8% discount factor.

Parcel ID # R022804174000002

MEMORANDUM OF LEASE

This Memorandum of Lease (this "*Memorandum*") is entered into on this 9 day of March, 2016 by and between Verizon Wireless Personal Communications LP, a Delaware limited partnership, d/b/a Verizon Wireless, with an office at c/o Verizon Wireless, 180 Washington Valley Road, Bedminster, New Jersey (hereinafter referred to as "*LESSOR*"), and ATC Sequoia LLC, a Delaware limited liability company with an office at 10 Presidential Way, Woburn, MA (hereinafter referred to as "*LESSEE*").

1. LESSOR, LESSEE, Verizon Communications Inc., a Delaware corporation, as guarantor, and the other Verizon Lessors entered into a Master Prepaid Lease ("*MPL*") with an effective date of March 27, 2015, for the purpose of LESSEE managing, operating and maintaining the site legally described in Attachment 1 annexed hereto (the "*Site*"). All of the foregoing is set forth in the MPL.

2. The term of the MPL as to the Site commences on March 27, 2015 and ends on March 26, 2038, unless earlier terminated in accordance with the MPL.

3. LESSOR has granted LESSEE a limited power of attorney (the "*Limited Power of Attorney*"), to, among other things, prepare, negotiate, execute, deliver, record and/or file documents on behalf of LESSOR, all as more particularly described in the Limited Power of Attorney, a copy of which is attached hereto as Attachment 2 and incorporated herein by this reference.

ATC Site Number: 412671
VZW Site Number: 136091

Capitalized terms used and not defined herein have the respective meanings ascribed to them in the MPL.

This Memorandum may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

The duplicate original copies of the MPL are held at LESSOR'S and LESSEE'S addresses set forth above.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Lease as of the day and year first above written.

LESSOR:	**LESSEE**:
By ATC Sequoia LLC As Attorney in Fact for Verizon Wireless Personal Communications LP d/b/a Verizon Wireless	ATC Sequoia LLC
By: _____	By: _____
Shawn Lanier	Edward P. Maggio, Jr.
Title: Vice President, Legal, US Tower	Title: Senior Counsel, US Tower
Date: 3-8-16	Date: 3/9/16
WITNESSES:	**WITNESSES**:
By: _____ (Signature)	By: _____ (Signature)
MONTSERRAT MORENO (Print)	MONTSERRAT MORENO (Print)
By: _____ (Signature)	By: _____ (Signature)
NANCY VOLEL (Print)	NANCY VOLEL (Print)

ATC Site Number: 412671
VZW Site Number: 136091

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF MIDDLESEX)

On this 8 of March, 2016, before me, Michelle Doherty the undersigned notary public, personally appeared Shawn Lanier, Vice President, Legal of ATC Sequoia LLC as attorney in fact for Verizon Wireless Personal Communications LP, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it as voluntarily for its stated purpose.

Dated: 3-8-2016

MICHELLE DOHERTY
Notary Public
Commonwealth of Massachusetts
My Commission Expires
May 5, 2017

(Use this space for notary stamp/seal)

Michelle Doherty
Notary Public
Print Name Michelle Doherty
My commission expires May 5, 2017

ATC Site Number: 412671
VZW Site Number: 136091

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF MIDDLESEX)

On this 9 of March, 2016, before me, Michelle Doherty the undersigned notary public, personally appeared Edward P. Maggio, Jr., Senior Counsel of ATC Sequoia LLC proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it as voluntarily for its stated purpose.

Dated: 3-9-2016

MICHELLE DOHERTY
Notary Public
Commonwealth of Massachusetts
My Commission Expires
May 5, 2017

(Use this space for notary stamp/seal)

Michelle Doherty
Notary Public
Print Name Michelle Doherty
My commission expires May 5, 2017

ATC Site Number: 412671
VZW Site Number: 136091

ATC Site Number: 412671
VZW Site Number: 136091

MEMORANDUM OF LEASE
ATTACHMENT 1
LEGAL DESCRIPTION OF LAND

The Lease Area is approximately 2,500 square feet, more or less, and is described as follows:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 OF NOLFE SUBDIVISION AS RECORDED IN MAP BOOK 60, PAGE 52 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, RUN THENCE SOUTH 00°00'00" EAST FOR 50.0 FEET; RUN THENCE NORTH 89° 35'03" WEST FOR 50.0 FEET; THENCE RUN NORTH 00°00'00" WEST FOR 50.0 FEET TO THE NORTH LINE OF SAID LOT 1 OF NOLFE SUBDIVISION; RUN THENCE SOUTH 89°35'03" EAST ALONG THE NORTH LINE OF SAID NOLFE SUBDIVISION FOR 50.0 FEET TO THE NORTHEAST CORNER OF SAID NOLFE SUBDIVISION AND THE POINT OF BEGINNING. SAID PARCEL BEING A PORTION OF LOT 1 OF SAID NOLFE SUBDIVISION AS RECORDED IN MAP BOOK 60, PAGE 52 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE, ALABAMA AND CONTAINING 2500 SQUARE FEET MORE OR LESS.

ACCESS EASEMENT

COMMENCE AT THE NORTHEAST CORNER OF LOT 1 OF NOLFE SUBDIVISION AS RECORDED IN MAP BOOK 60, PAGE 52 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; RUN THENCE SOUTH 00° 00'00" EAST FOR 50.0 FEET TO THE POINT OF BEGINNING; RUN THENCE SOUTH 00°00'00" WEST FOR 387.56 FEET TO THE NORTH RIGHT OF WAY OF OLD SHELL ROAD; RUN THENCE IN A NORTHWESTERLY DIRECTION ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 11,429.16 FEET FOR AN ARC DISTANCE OF 20.33 FEET, A CHORD OF NORTH 79°42'57" WEST FOR 20.33 FEET; RUN THENCE NORTH 00°00'00" EAST FOR 384.08 FEET; RUN THENCE SOUTH 89°35'03" EAST FOR 20.0 FEET TO THE POINT OF BEGINNING.

SUBJECT TO A 20 FEET WIDENING STRIP DEDICATED TO THE CITY OF MOBILE FOR WIDENING OF OLD SHELL ROAD AS PER PLAT OF NOLFE SUBDIVISION AS RECORDED IN MAP BOOK 60, PAGE 52 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA

Tax Parcel ID #: R022804174000002

For reference see Short Form Lease recorded on 10/08/1996 as Instrument No. 96069598 in Book 4403 at Page 1433.

MEMORANDUM OF LEASE
ATTACHMENT 2
LIMITED POWER OF ATTORNEY

[Limited Power of Attorney to follow]

ATC Site Number: 412671
VZW Site Number: 136091

LIMITED POWER OF ATTORNEY

March 27, 2015

KNOW ALL PERSONS BY THESE PRESENTS THAT each of the Persons identified on Schedule A attached hereto as a Verizon Company (collectively, the "*Companies*" and each, a "*Company*"), does hereby grant ATC Sequoia LLC, a Delaware limited liability company ("*Tower Operator*"), this Limited Power of Attorney and does hereby make, constitute and appoint Tower Operator, acting through any of its designated officers and agents, as its true and lawful attorney-in-fact, for it and in its name, place and stead

(i) to prepare, review, negotiate, execute, purchase, take assignment of, deliver, record, and/or file:

- any waiver, amendment, extension or renewal of and/or to any Ground Lease, any new Ground Lease, any non-disturbance agreement and any other agreement reasonably required to effectuate the extension of the term of possession of any Ground Lease (which may include adding or modifying other terms and provisions of such agreements that Tower Operator, in its reasonable business judgment, determines are desirable or necessary) or any other document relating to or evidencing any Ground Lease or new Ground Lease required for Tower Operator's operation of a Site, that (A) Tower Operator determines in good faith is on commercially reasonable terms, (B) is of a nature and on terms to which Tower Operator would agree (in light of the circumstances and conditions that exist at such time) in the normal course of business if it were the direct lessee under the related Ground Lease rather than a sublessee thereof pursuant to this Agreement, and (C) does not reduce the rights of any Company or Affiliate thereof with respect to the Site or its use of the Site or impose additional obligations on any Company or Affiliate thereof;

- any waiver, amendment, modification, extension or renewal of any Collocation Agreement, any new site supplement or site sublease or any other document relating to any Collocation Agreement; or

- any other document contemplated and permitted by the Master Prepaid Lease or the Management Agreement or necessary to give effect to the intent of the Master Prepaid Lease or the Management Agreement or the transactions contemplated by the Master Prepaid Lease, the Management Agreement or the other Transaction Documents referred to in the Master Prepaid Lease.

(ii) to prepare, negotiate, execute, deliver and/or submit any applications or requests for Governmental Approvals, including, without limitation with respect to Zoning Laws, related to operating the site or to support the needs of a Tower Subtenant.

All parties dealing with Tower Operator, in its capacity as attorney-in-fact hereunder, in connection with the undersigned parties' affairs as described herein, may fully rely upon the power and authority of Tower Operator, in its capacity as attorney-in-fact hereunder, to act for

the undersigned and on the undersigned parties' behalf and in the undersigned parties' names, and may accept and rely upon the documents and agreements entered into, executed, sent, delivered, recorded, and/or filed by Tower Operator, in its capacity as attorney-in-fact hereunder.

For purposes of this Limited Power of Attorney, the following capitalized terms shall have the following meanings:

"*Available Space*" means, as to any wireless communications site, the portion of the communications towers or other support structures on the wireless communications sites from time to time and the tracts, pieces or parcels of land constituting such wireless communications site, together with all easements, rights of way and other rights appurtenant thereto not constituting certain space occupied by the Companies that is available for lease to or collocation by any Tower Subtenant and all rights appurtenant to such portion, space or area.

"*Collocation Agreement*" shall mean an agreement, including master leases, between any Company or Tower Operator, on the one hand, and a third party, on the other hand, pursuant to which such Company or Tower Operator, as applicable, rents or licenses to such third party space at any wireless communications site (including space on a communications tower), including all amendments, modifications, supplements, assignments, guaranties, side letters and other documents related thereto.

"*Governmental Approvals*" means all licenses, permits, franchises, certifications, waivers, variances, registrations, consents, approvals, qualifications, determinations and other authorizations to, from or with any Governmental Authority.

"*Governmental Authority*" means, with respect to the Companies or any wireless communications site, any foreign, domestic, federal, territorial, state, tribal or local governmental authority, administrative body, quasi-governmental authority, court, government or self-regulatory organization, commission, board, administrative hearing body, arbitration panel, tribunal or any regulatory, administrative or other agency, or any political or other subdivision, department or branch of any of the foregoing, in each case having jurisdiction over the Companies or any in any wireless communications site.

"*Ground Lease*" shall mean the ground lease, sublease, easement, license or other agreement or document pursuant to which any Company holds a leasehold or subleasehold interest, leasehold or subleasehold estate, easement, license, sublicense or other interest in any wireless communications site, together with any extensions of the term thereof (whether by exercise of any right or option contained therein or by execution of a new ground lease or other instrument providing for the use of such wireless communications site), and including all amendments, modifications, supplements, assignments, guarantees, side letters and other documents related thereto.

"*Law*" means any federal, state or local law, statute, common law, rule, code, regulation, ordinance or administrative, judicial, or regulatory injunction, order, decree, judgment, sanction, award or writ of any nature of, or issued by, any Governmental Authority.

"***Management Agreement***" shall mean the Management Agreement dated as of March 27, 2015, among Tower Operator, the Companies party thereto and the other parties thereto.

"***Master Prepaid Lease***" shall mean the Master Prepaid Lease dated as of March 27, 2015, among the Companies party thereto, Verizon Communications Inc., a Delaware corporation, as guarantor, and Tower Operator and the other parties thereto.

"***Tower Subtenant***" means, as to any wireless communications site, any individual, corporation, limited liability company, partnership, association, trust or any other entity or organization (other than the Companies) that (i) is a "sublessee", "licensee" or "sublicensee" under any Collocation Agreement affecting the right to use the Available Space at such wireless communications site (prior to the effective date of the Master Prepaid Lease); or (ii) subleases, licenses, sublicenses or otherwise acquires from Tower Operator the right to use Available Space at such wireless communications site (from and after the effective date of the Master Prepaid Lease).

"***Transaction Documents***" means, Memorandum of Agreements, the Master Agreement, the Master Lease Agreement, the Sale Site MLA, the Collateral Agreements and all other documents to be executed by the parties in connection with the consummation of transactions contemplated by the Master Agreement, the Master Lease Agreement, the Sale Site MLA and this Agreement.

"***Zoning Laws***" means any zoning, land use or similar Laws, including Laws relating to the use or occupancy of any communications towers or property, building codes, development orders, zoning ordinances, historic preservation laws and land use regulations.

Tower Operator hereby agrees to use this Limited Power of Attorney in accordance with and subject to the terms and conditions of the Master Prepaid Lease and the Management Agreement, acknowledges that this Limited Power of Attorney only applies to those wireless communications sites subject to such agreements, agrees that this Limited Power of Attorney is subject to the indemnification provisions of Section 4(b)(v) of the Master Prepaid Lease, and understands and agrees that this Limited Power of Attorney may be revoked and terminated in accordance with Sections 4(b)(iv), 5(d) or 6(c) of the Master Prepaid Lease. The parties acknowledge and agree that, unless earlier revoked and terminated in accordance with such provisions of the Master Prepaid Lease, this Limited Power of Attorney with respect to any particular site shall expire at the end of the term for the applicable wireless communications site as set forth in Section 9(a) of the Master Prepaid Lease.

Each of the Companies hereby acknowledges and agrees that Tower Operator may derive benefit, either directly or indirectly, tangible or intangible, or for full or nominal consideration, from or in connection with the amendments and the closing of the same and hereby expressly agrees that nothing contained in this Limited Power of Attorney instrument shall prohibit or be construed or deemed to prohibit the derivation of such benefit by Tower Operator.

This Limited Power of Attorney may not be used by Tower Operator to execute on behalf of any Company any of the following:

- any document that provides for the acquisition of a fee simple interest in real property or the purchase of assets by Tower Operator in the name of such Company or any of its affiliates;

- any document that provides for the incurrence of indebtedness for borrowed money in the name of, of any guarantee by, such Company or any of its affiliates, or purports to grant any mortgage, pledge or other security interest on the interest of such Company or any of its affiliates;

- any document that is between or among Tower Operator or any of its affiliates, on the one hand, and such Company or any of its affiliates, on the other hand; provided that powers of attorney used for recording, in each County and State, all memoranda of lease, sublease and management agreements contemplated by the Master Prepaid Lease or any other Transaction Document referred to in the Master Prepaid Lease shall be excluded from this exception;

- any document that would permit a party to (i) interfere with any Company's or any Company's affiliates' operations or communications equipment at a Site or (ii) interfere with or cause a cessation of any Company's or any Company's affiliates' services at a Site;

- any document the execution or entering in of which is not expressly authorized by the terms of this Limited Power of Attorney; or

- any document that settles or compromises any dispute unrelated to a Ground Lease or any dispute between Tower Operator and any Company or its affiliates related to a Ground Lease.

Each of the Companies and Tower Operator hereby acknowledge and agree that this Limited Power of Attorney may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though Companies and Tower Operator are not signatories to the original or the same counterpart. Companies and Tower Operator agree that a photocopy or otherwise electronically reproduction of this Limited Power of Attorney may be relied upon by a third party as an original.

[Signature Page Follows]

IN WITNESS WHEREOF, each party has caused its name to be subscribed hereto by its duly authorized officer this 17 day of April, 2015.

WITNESSES:

Name: Margaret Salemi

Name: CAROL A. TODD

COMPANIES:

ON BEHALF OF EACH OF THE COMPANIES LISTED ON SCHEDULE A

By:
Name: Michael Haberman
Title: Authorized Signatory

STATE OF NEW JERSEY)
) ss.:
COUNTY OF SOMERSET)

Be it remembered that on the 17th day of April, 2015, before me, the undersigned Notary Public, personally appeared Michael Haberman personally known to me (or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument) and this person acknowledged under oath, to my satisfaction that:

(a) he is the Authorized Signatory of the entities named as Companies in the attached instrument, as set forth on Schedule A to said instrument;

(b) he is authorized to execute the attached instrument on behalf of the Companies;

(c) he executed the attached instrument on behalf of and as the act of the Companies; and

(d) the attached instrument was signed and made by the Companies as each of their duly authorized and voluntary act.

Witness my hand and official seal.

Notary

[NOTARIAL SEAL]

My Commission Expires:

LUANNE DE ROSE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 4/12/2016

[Signature Page to Power of Attorney]

IN WITNESS WHEREOF, each party has caused its name to be subscribed hereto by its duly authorized officer this 22 day of April 2015.

WITNESSES:

Cindy O'Neil
Name: Anthony V. Rosa

Rachel J. Lee
Name: Rachel Murray

TOWER OPERATOR:

By: Edmund DiSanto
Name: Edmund DiSanto
Title: Executive Vice President, General Counsel & Chief Administrative Officer

COMMONWEALTH OF MASSACHUSETTS)
) ss.:
COUNTY OF SUFFOLK)

Be it remembered that on the 22 day of April, 2015, before me, the undersigned Notary Public, personally appeared Edmund DiSanto, personally known to me (or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and this person acknowledged under oath, to my satisfaction that:

(a) he is the Executive Vice President, General Counsel & Chief Administrative Officer of the entity authorized to sign on behalf of the entity named as Tower Operator in the attached instrument;

(b) he is authorized to execute the attached instrument on behalf of the Tower Operator;

(c) he executed the attached instrument on behalf of and as the act of the Tower Operator; and

(d) the attached instrument was signed and made by Tower Operator a duly authorized and voluntary act.

Witness my hand and official seal.

Notary

[NOTARIAL SEAL]

CHRISTINE M. BRENNAN
Notary Public
Commonwealth of Massachusetts
My Commission Expires July 10, 2020

My Commission Expires: July 10, 2020

[Signature Page to Power of Attorney]

Schedule A

COMPANIES

Allentown SMSA Limited Partnership
Alltel Central Arkansas Cellular Limited Partnership
Alltel Communications of Arkansas RSA #12 Cellular Limited Partnership
Alltel Communications of LaCrosse Limited Partnership
Alltel Communications of Mississippi RSA #2, Inc.
Alltel Communications of North Carolina Limited Partnership
Alltel Communications of Nebraska LLC
Alltel Communications of Saginaw MSA Limited Partnership
Alltel Communications Southwest Holdings, Inc.
Alltel Communications Wireless of Louisiana, Inc.
Alltel Communications Wireless, Inc.
Alltel Communications, LLC
Alltel Northern Arkansas RSA Limited Partnership
Anderson CellTelCo
Athens Cellular, Inc.
Bell Atlantic Mobile of Massachusetts Corporation, Ltd.
Bell Atlantic Mobile of Rochester, L.P.
Binghamton MSA Limited Partnership
Bismarck MSA Limited Partnership
California RSA No. 4 Limited Partnership
California RSA No. 3 Limited Partnership
Cellco Partnership
Cellular Inc. Network Corporation
Charleston-North Charleston MSA Limited Partnership
Chicago SMSA Limited Partnership
Colorado 7-Saguache Limited Partnership
Colorado RSA No. 3 Limited Partnership
Dallas MTA, L.P.
Danville Cellular Telephone Company Limited Partnership
Dubuque MSA Limited Partnership
Duluth MSA Limited Partnership

Fayetteville MSA Limited Partnership
Fresno MSA Limited Partnership
Gadsden CellTelCo Partnership
Gila River Cellular General Partnership
Gold Creek Cellular of Montana Limited Partnership
GTE Mobilnet of California Limited Partnership
GTE Mobilnet of Fort Wayne Limited Partnership
GTE Mobilnet of Indiana Limited Partnership
GTE Mobilnet of Indiana RSA #3 Limited Partnership
GTE Mobilnet of Santa Barbara Limited Partnership
GTE Mobilnet of South Texas Limited Partnership
GTE Mobilnet of Terre Haute Limited Partnership
GTE Mobilnet of Texas RSA #17 Limited Partnership
GTE Wireless of the Midwest Incorporated
GTE Mobilnet of Florence, Alabama Incorporated
Idaho 6-Clark Limited Partnership
Idaho RSA No. 2 Limited Partnership
Idaho RSA 3 Limited Partnership
Illinois RSA 1 Limited Partnership
Illinois RSA 6 and 7 Limited Partnership
Illinois SMSA Limited Partnership
Indiana RSA 2 Limited Partnership
Iowa 8-Monona Limited Partnership
Iowa RSA No. 4 Limited Partnership
Iowa RSA 5 Limited Partnership
Jackson Cellular Telephone Co., Inc.
Kentucky RSA No. 1 Partnership
Lafayette Cellular Telephone Company
Los Angeles SMSA Limited Partnership
Michigan RSA #9 Limited Partnership
Missouri RSA #15 Limited Partnership
Missouri RSA 2 Limited Partnership
Missouri RSA 4 Limited Partnership
Modoc RSA Limited Partnership
Muskegon Cellular Partnership
North Central RSA 2 of North Dakota Limited Partnership

New Hampshire RSA 2 Partnership
New Mexico RSA 3 Limited Partnership
New Mexico RSA No. 5 Limited Partnership
New Mexico RSA 6-I Partnership
New Par
New York RSA No. 3 Cellular Partnership
New York SMSA Limited Partnership
North Dakota RSA No. 3 Limited Partnership
North Dakota 5-Kidder Limited Partnership
Northeast Pennsylvania SMSA Limited Partnership
Northern New Mexico Limited Partnership
Northwest Arkansas RSA Limited Partnership
Northwest Dakota Cellular of North Dakota Limited Partnership
NYNEX Mobile Limited Partnership 1
NYNEX Mobile Limited Partnership 2
NYNEX Mobile of New York, L.P.
Oklahoma RSA No. 4 South Partnership
Omaha Cellular Telephone Company
Orange County-Poughkeepsie Limited Partnership
Pascagoula Cellular Partnership
Pennsylvania RSA 1 Limited Partnership
Pennsylvania 3 Sector 2 Limited Partnership
Pennsylvania 4 Sector 2 Limited Partnership
Pennsylvania RSA No. 6 (I) Limited Partnership
Pennsylvania RSA No. 6 (II) Limited Partnership
Petersburg Cellular Partnership
Pittsburgh SMSA Limited Partnership
Pittsfield Cellular Telephone Company
Portland Cellular Partnership
Redding MSA Limited Partnership
Rockford MSA Limited Partnership
RSA 7 Limited Partnership
Rural Cellular Corporation
Sacramento-Valley Limited Partnership
San Antonio MTA, L.P.
San Isabel Cellular of Colorado Limited Partnership
Seattle SMSA Limited Partnership
Sioux City MSA Limited Partnership
Southern Indiana RSA Limited Partnership
Southwestco Wireless, L.P.

Springfield Cellular Telephone Company
St. Joseph CellTelCo
Syracuse SMSA Limited Partnership
Texas RSA 7B2 Limited Partnership
Texas RSA #11B Limited Partnership
Topeka Cellular Telephone Company, Inc.
Tuscaloosa Cellular Partnership
Tyler/Longview/Marshall MSA Limited Partnership
Upstate Cellular Network
Verizon Wireless (VAW) LLC
Verizon Wireless of the East LP
Vermont RSA Limited Partnership
Virginia 10 RSA Limited Partnership
Virginia RSA 2 Limited Partnership
Virginia RSA 5 Limited Partnership
Verizon Wireless Personal Communications LP
Verizon Wireless Tennessee Partnership
Wasatch Utah RSA No. 2 Limited Partnership
Waterloo MSA Limited Partnership
Wisconsin RSA #1 Limited Partnership
Wisconsin RSA #2 Partnership
Wisconsin RSA #6 Partnership, LLP
Wisconsin RSA No. 8 Limited Partnership
WWC Texas RSA LLC
Wyoming 1-Park Limited Partnership

THE FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (this "***Amendment***") is made effective as of the latter signature date hereof (the "***Effective Date***") by and between **DAT HOLDINGS LLC**, an Alabama limited liability company and **DAC Properties Inc.**, an Alabama Corporation ("***Landlord***") and **Verizon Wireless Personal Communications LP d/b/a Verizon Wireless** ("***Tenant***") (Landlord and Tenant being collectively referred to herein as the "***Parties***").

RECITALS

WHEREAS, Landlord owns the real property described on Exhibit A attached hereto and by this reference made a part hereof (the "***Parent Parcel***"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain PCS Site Lease dated August 5, 1996 (as the same may have been amended, collectively, the "***Lease***"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "***Leased Premises***"), which Leased Premises are also described on Exhibit A; and

WHEREAS, Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("***American Tower***"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein; and

WHEREAS, Tenant has granted American Tower a limited power of attorney (the "***POA***") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **Sixty Thousand and No/100 Dollars ($60,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before September 30, 2016; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.

2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on August 5, 1996 and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an "***Existing Renewal Term***" and, collectively, the "***Existing Renewal Terms***"), the Lease is otherwise scheduled to expire on August 4, 2021. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of six (6) additional five (5) year renewal terms (each a "***New Renewal Term***" and, collectively, the "***New Renewal Terms***"). Notwithstanding anything to the contrary contained in the

Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate this Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. References in this Amendment to "***Renewal Term***" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "***Memorandum***") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Rent and Escalation**. The Parties hereby acknowledge and agree that all applicable increases and escalations to the rental payments under the Lease (the "***Rent***") shall continue in full force and effect through the New Renewal Term(s). Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **DAT Holdings, LLC**.

4. **Landlord and Tenant Acknowledgments**. Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, including subleasing to American Tower, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses and confirmation that no additional consideration is owed to Landlord for such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, or to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in this Lease, as modified by this Amendment. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

5. **Limited Right of First Refusal**. Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor (as herein defined) or to American Tower. If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "***Third Party Competitor***") or (ii) assign all or any portion of Landlord's interest in the Lease to a Third Party Competitor (any such offer, the "***Offer***"), Tenant shall have the right, exercisable in Tenant's sole and absolute discretion, of first

refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment. For the avoidance of doubt, American Tower, its affiliates and subsidiaries, shall not be considered a Third Party Competitor and this provision shall not apply to future transactions with American Tower, its affiliates and subsidiaries.

6. **Landlord Statements**. Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment; and (vi) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.

7. **Confidentiality**. Notwithstanding anything to the contrary contained in the Lease or in this Amendment, Landlord agrees and acknowledges that all the terms of this Amendment and the Lease and any information furnished to Landlord by Tenant or American Tower in connection therewith shall be and remain confidential. Except with Landlord's family, attorney, accountant, broker, lender, a prospective fee simple purchaser of the Parent Parcel, or if otherwise required by law, Landlord shall not disclose any such terms or information without the prior written consent of Tenant. The terms and provisions of this Section shall survive the execution and delivery of this Amendment.

8. **Notices**. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: To Landlord at: 4175 GOVERNMENT BLVD., MOBILE, AL 36693; To Tenant at: Verizon Wireless, Attn. Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn: Land Management, 10 Presidential Way,

Woburn, MA 01801; and also with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

9. Counterparts. This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.

10. Governing Law. Notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

11. Waiver. Notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.

12. Tenant's Securitization Rights; Estoppel. Landlord hereby consents to the granting by Tenant and/or American Tower of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "***Security Interest***") in Tenant's (or American Tower's) interest in this Lease, as amended, and all of Tenant's (or American Tower's) property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's (or American Tower's) mortgagee ("***Tenant's Mortgagee***") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a "***Holder***") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant and/or American Tower hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant, American Tower or Holder.

13. Taxes. During the term of the Lease, Landlord shall pay when due all real property, personal property, and other taxes, fees and assessments attributable to the Parent Parcel, including the Leased Premises. Tenant hereby agrees to reimburse Landlord for any personal property taxes in addition to any increase in real property taxes levied against the Parent Parcel, to the extent both are directly attributable to Tenant's improvements on the Leased Premises (but not, however, taxes or other assessments attributable to periods prior to the Effective Date), provided, however, that Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of such personal property taxes or real property tax increase to Tenant along with proof of payment of same by Landlord. Anything to the contrary notwithstanding, Tenant shall not be obligated to reimburse Landlord for any applicable taxes unless Landlord requests such reimbursement within one (1) year after the date such taxes became due. Landlord shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in

this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord. Tenant shall pay applicable personal property taxes directly to the local taxing authority to the extent such taxes are billed and sent directly by the taxing authority to Tenant. If Landlord fails to pay when due any taxes affecting the Parent Parcel as required herein, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Landlord's behalf from any future payments required to be made by Tenant to Landlord hereunder; (ii) and demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord's behalf by any lawful means.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

LANDLORD:

DAT HOLDINGS LLC
an Alabama limited liability company

Signature: _____
Print Name: Thomas G. Carwie
Title: Member
Date: 10/31/16

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ATC Site No: 412671
VZW Site No: 136091
Site Name: Old Shell Road AL

LANDLORD:

DAC Properties Inc.
an Alabama Corporation

Signature: _____
Print Name: David A. Carwie
Title: President
Date: 10/31/16

ATC Site No: 412671
VZW Site No: 136091
Site Name: Old Shell Road AL

TENANT:

Verizon Wireless Personal Communications LP d/b/a Verizon Wireless

By: ATC Sequoia LLC, a Delaware limited liability company
Title: Attorney-in-Fact

Signature: _____
Print Name: Shawn Lanier
Title: Vice President - Legal
Date: 12-1-2016

ATC Site No: 412671
VZW Site No: 136091
Site Name: Old Shell Road AL

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being located in the County of Mobile, State of Alabama and being further described below:

Lot 1, Nolfe Commercial Subdivision, according to plat thereof recorded in Map Book 60, page 52 of the records in the Office of the Judge of Probate, Mobile County, Alabama;

EXCEPTING THEREFROM such oil, gas and other minerals in, on and under said real property, together with all rights in connection therewith, as have previously been reserved by or conveyed to others; it being the intention of the grantor to convey to grantee only the interest grantor owns therein.

APN No. R022804174000002

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 OF NOLFE SUBDIVISION AS RECORDED IN MAP BOOK 60, PAGE 52 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, RUN THENCE SOUTH 00°00'00" EAST FOR 50.0 FEET; RUN THENCE NORTH 89° 35'03" WEST FOR 50.0 FEET; THENCE RUN NORTH 00°00'00" WEST FOR 50.0 FEET TO THE NORTH LINE OF SAID LOT 1 OF NOLFE SUBDIVISION; RUN THENCE SOUTH 89°35'03" EAST ALONG THE NORTH LINE OF SAID NOLFE SUBDIVISION FOR 50.0 FEET TO THE NORTHEAST CORNER OF SAID NOLFE SUBDIVISION AND THE POINT OF BEGINNING. SAID PARCEL BEING A PORTION OF LOT 1 OF SAID NOLFE SUBDIVISION AS RECORDED IN MAP BOOK 60, PAGE 52 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE, ALABAMA AND CONTAINING 2500 SQUARE FEET MORE OR LESS.

EXHIBIT A (CONTINUED)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

COMMENCE AT THE NORTHEAST CORNER OF LOT 1 OF NOLFE SUBDIVISION AS RECORDED IN MAP BOOK 60, PAGE 52 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; RUN THENCE SOUTH 00° 00'00" EAST FOR 50.0 FEET TO THE POINT OF BEGINNING; RUN THENCE SOUTH 00°00'00" WEST FOR 397.56 FEET TO THE NORTH RIGHT OF WAY OF OLD SHELL ROAD; RUN THENCE IN A NORTHWESTERLY DIRECTION ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 11,429.16 FEET FOR AN ARC DISTANCE OF 20.33 FEET, A CHORD OF NORTH 79°42'57" WEST FOR 20.33 FEET; RUN THENCE NORTH 00°00'00" EAST FOR 384.08 FEET; RUN THENCE SOUTH 89°35'03" EAST FOR 20.0 FEET TO THE POINT OF BEGINNING.

SUBJECT TO A 20 FEET WIDENING STRIP DEDICATED TO THE CITY OF MOBILE FOR WIDENING OF OLD SHELL ROAD AS PER PLAT OF NOLFE SUBDIVISION AS RECORDED IN MAP BOOK 60, PAGE 52 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA

Outlook

American Tower Corporation (MOD-003487-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>
Date Thu 9/25/2025 11:46 AM
To anovas@trunorthe.com <anovas@trunorthe.com>
Cc Aamoth, Victoria <victoria.aamoth@cityofmobile.org>; York, Marie <marie.cross@cityofmobile.org>

Good morning,

We have completed our initial review of the Major Modification 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. **Owner Authorization:** A Letter of Authorization for Permitting was submitted by American Tower Corporation authorizing Amanda Novas to submit applications on their behalf, but staff cannot find American Tower Corporation's affiliation with the property owner, DAC Properties, Inc. Please provide one of the following to satisfy this requirement:
    - A revised authorization letter issued by DAC Properties, Inc. explicitly authorizing American Tower Corporation to act on their behalf;
    - A lease identifying the right of American Tower Corporation to act on behalf of DAC Properties, Inc.; or
    - Other documentation confirming that American Tower Corporation is an authorized agent of DAC Properties, Inc.

2. **Notification Labels:**
    - Please provide notification labels for the applicant(s)/agent(s) responsible for the application.

3. **Site Plan Requirements:**
   Provide a site plan that illustrates all existing or proposed site improvements, including any applicable requirements of **Article 10** of the Unified Development Code (**Pages 6–7**).
    - Aerial photographs are not sufficient.
    - A hand-drawn plot plan is acceptable, provided it includes all required dimensions.
    - If the site is composed of a lease parcel, please be sure to delineate the leased area on the overall site plan.

4. **Legal Description:** Please note that a complete legal description of the subject property, outlining the full boundary of the Planning Approval site, is required to calculate the City Council advertising fees. Following the Planning Commission's recommendation, this legal description must be submitted to the Planning and Zoning Department for review before the application can proceed to the City Council for final consideration.
    - What was provided is an abbreviated reference to the recorded subdivision plat and is insufficient. Please refer to your deed or survey for a complete legal description (or complete reference to the recorded plat).

5. **DWG File Submission:** If you have not already done so, please submit the **DWG AutoCAD file** for the site 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.

Regards,

Logan Anderson
Principal Planner
Planning & Zoning
BUILDMOBILE
dlogananderson@cityofmobile.org
(251) 208-5895 main

T-Mobile

Zoning Coverage Justification

9MT2900B – Mobile County

The intent of this letter is to confirm the necessity of T-Mobile installation of radio transceiver equipment on the proposed telecommunication tower and to provide supporting documentary evidence.

As part of the company's mandate to provide high quality service throughout the Mobile, Alabama market, the network density of wireless facilities must continue developing to meet the expectations of customers and communities alike, for both voice and data services.

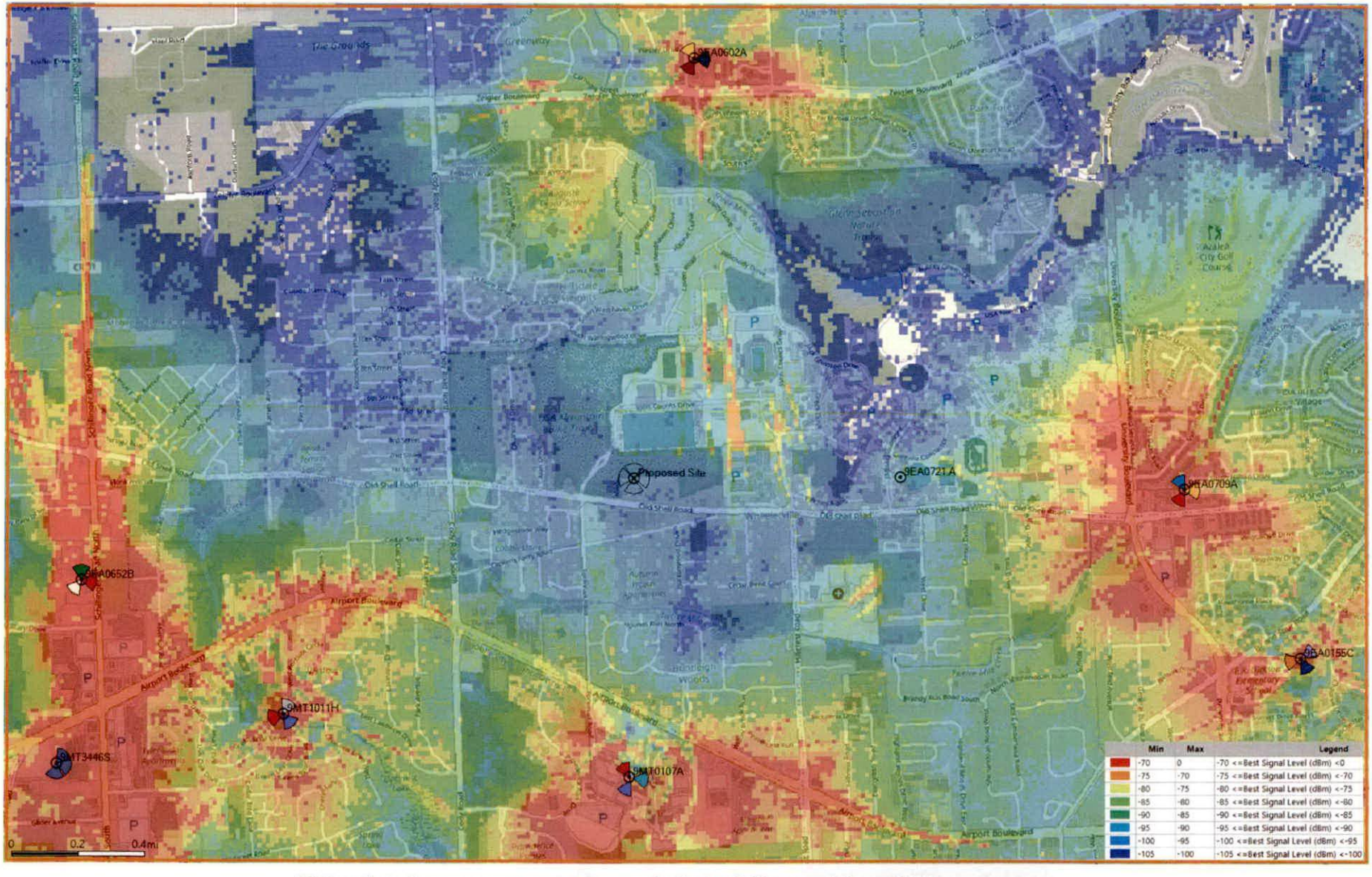
The primary purpose for the installation of this facility is to improve in-vehicle coverage along Old Shell Rd, Cody Rd, USA campus & Airport Blvd. It will also improve the in-building residential coverage along these roads. A coverage gap in this vicinity signifies an area where users may experience call connection or quality issues, especially in indoor locations and during busy hours.

Because of the proposed location for the new tower, the quality and strength of the T-Mobile signal will increase and provide a better user experience for customers and non-customers alike. In particular, in-building service levels in some of the aforementioned areas may be poor or non-existent. With the introduction of a new serving tower, these issues would essentially disappear. Signal and network access would improve, especially for being able to call 911 in buildings or in traffic in case of emergencies.

T-Mobile 9MT2900B

9MT2900B – **6710 Old Shell Rd Mobile AL 36608**
(Latitude = 30.691997 , Longitude = -88.198403)

5G Service without the Proposed Site
MID BAND (1900 MHZ) NR COVERAGE MAP (RSRP)



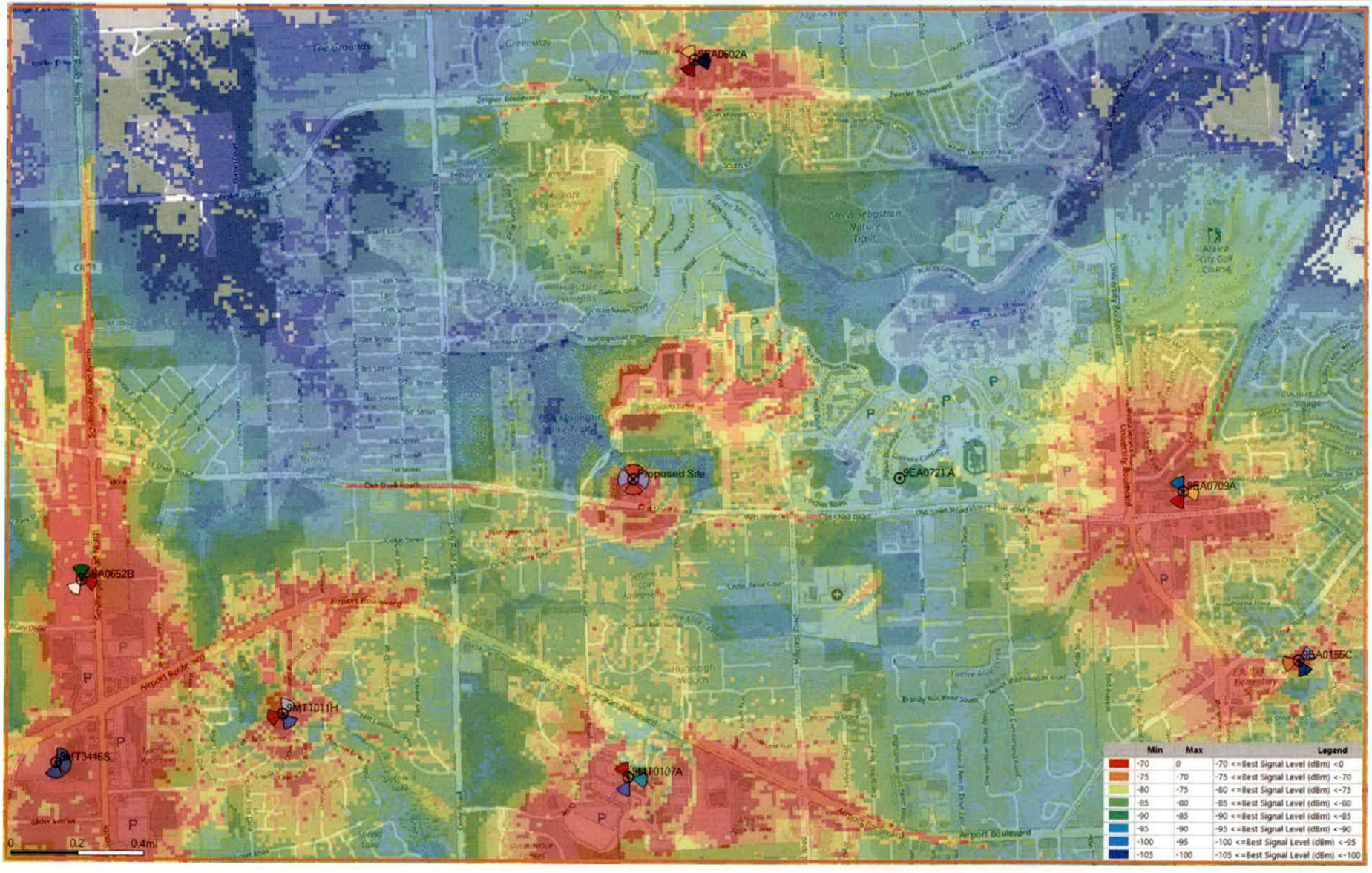
This plot shows a coverage gaps in in-building and in-vehicle coverage.

T-Mobile Confidential

T-Mobile 9MT2900B

9MT2900B – **6710 Old Shell Rd Mobile AL 36608**
(Latitude = 30.691997 , Longitude = -88.198403)

5G Service with the Proposed Site @ 135' AGL
MID BAND (1900 MHZ) NR COVERAGE MAP (RSRP)



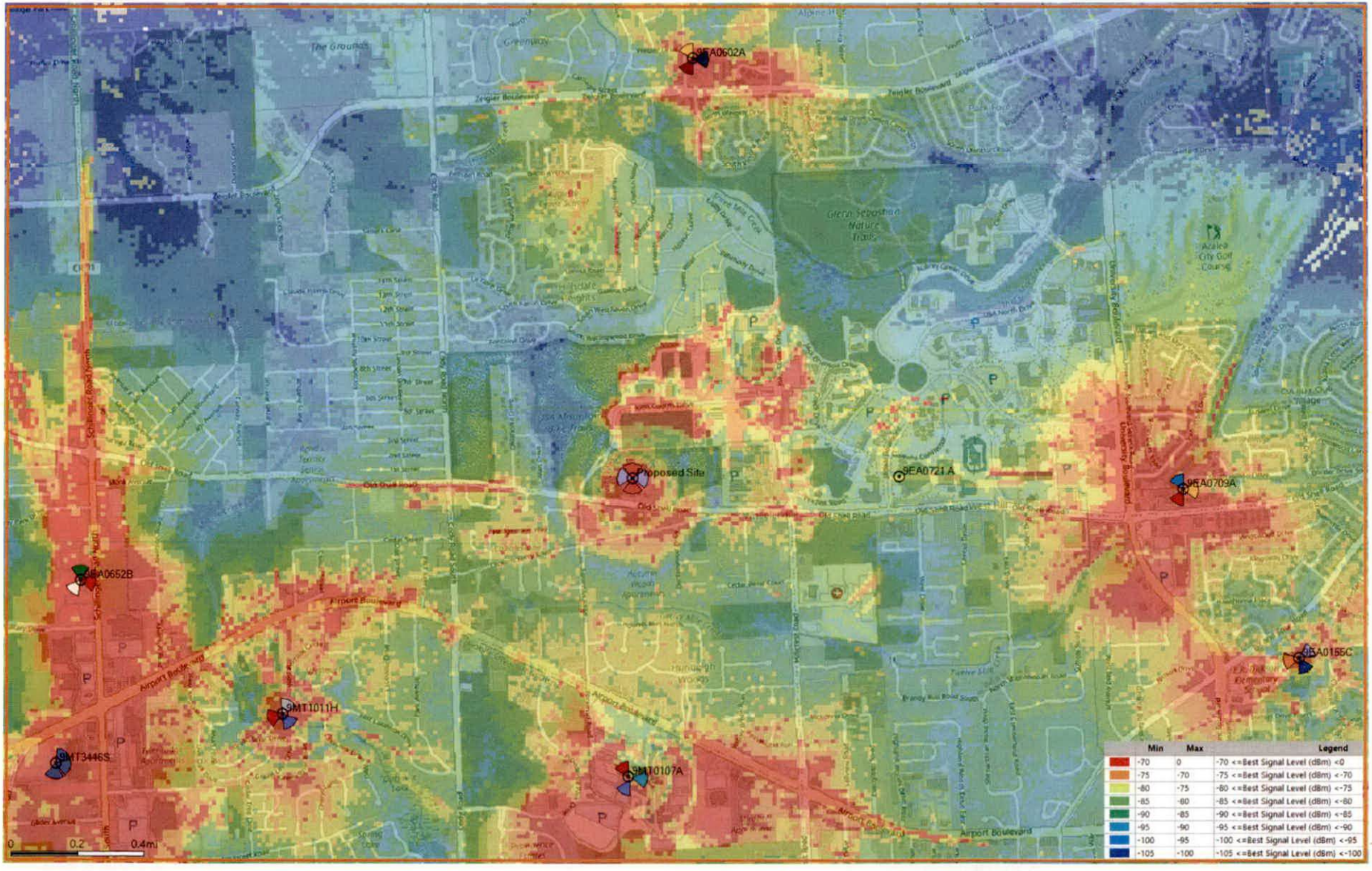
This plot shows improved in-building and in-vehicle coverage around Old Shell Rd, Cody Rd, USA campus & Airport Blvd.

T-Mobile Confidential

T-Mobile 9MT2900B

9MT2900B – **6710 Old Shell Rd Mobile AL 36608**
(Latitude = 30.691997 , Longitude = -88.198403)

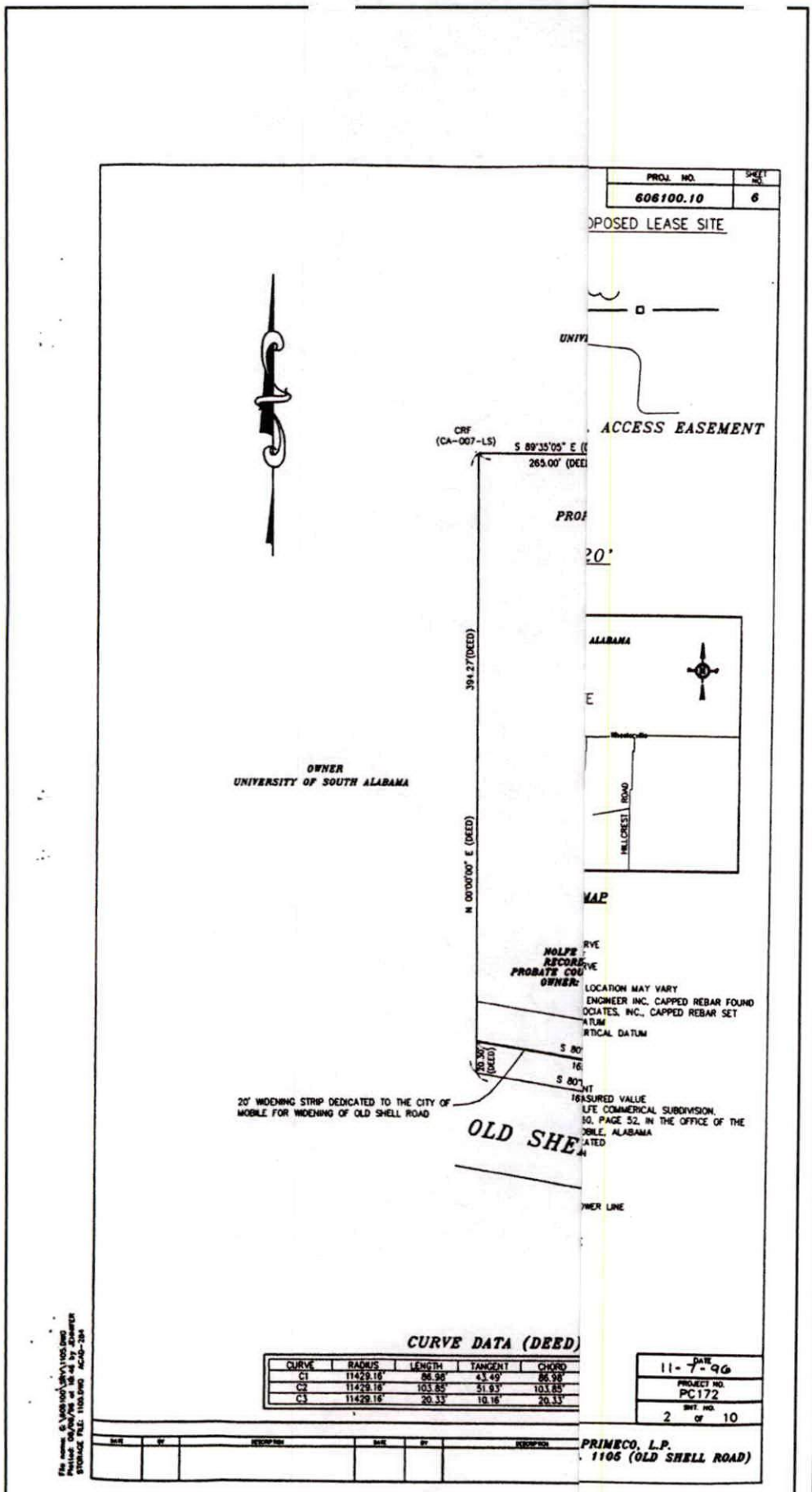
5G Service with the Proposed Site @ 170' AGL
MID BAND (1900 MHZ) NR COVERAGE MAP (RSRP)



This plot shows improved in-building and in-vehicle coverage around Old Shell Rd, Cody Rd, USA campus & Airport Blvd.

T-Mobile Confidential

Thank You



AMERICAN TOWER®

SMW ENGINEERING GROUP, INC.
TOGETHER PLANNING A BETTER TOMORROW
158 BUSINESS CENTER DRIVE
BIRMINGHAM, AL 35244
TEL: 2A5-252-6985 FAX: 2A5-32A-15A4

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REV.	DESCRIPTION	BY	DATE
0	FOR CONSTRUCTION	RA	08/17/22
1	FOR CONSTRUCTION	ZDS	06/09/25

ATC SITE NUMBER:
412671

ATC SITE NAME:
OLD SHELL ROAD

T-MOBILE SITE NAME:
OLD SHELL RD-ATC

SITE ADDRESS:
6710 OLD SHELL ROAD
MOBILE, AL 36608-3909

SEAL:

ALABAMA LICENSED No. 30091 PROFESSIONAL ENGINEER JEREMY D. SHARP

06/09/25

T-Mobile

DATE DRAWN:	08/05/22
ATC JOB NO:	14110659_D2
CUSTOMER ID:	OLD SHELL RD-ATC
CUSTOMER #:	9MT2900B

SITE SURVEY

SHEET NUMBER:	REVISION:
C-001	1

American Tower Corporation
10 Presidential Way,
Woburn MA 01801

DAC PROPERTIES INC
5201C HIGHWAY 90 W
Mobile AL 36619

IVY ROW AT SOUTH LLC
100 APPLEGATE CT
PELHAM AL 35124

SEXSON JAMES
ALLEN
1104 HUNTERS GLEN DR
WOODSTOCK GA 30189

GREENE PAMELA
JANE
1257 WEST LAKE CIR MOBILE
AL 36693

CACERES
TECUMSEH
6767 OLD SHELL RD MOBILE
AL 36608

SPRINGHILL CHURCH
OF GOD
6819 OLD SHELL RD MOBILE
AL 36608

UNIVERSITY OF SOUTH
ALABAMA
775 N UNIVERSITY BLVD
SUITE 150 Mobile AL 36608

KOPEC RAYMOND AED
EL-SABAE & ASEM HASAN
8641 AIRPORT BLVD
Mobile AL 36608

KOPEC RAYMOND, ASEM
RAMEZ
8641 AIRPORT BLVD
Mobile AL 36608

Amanda Novas
1765 Sidewinder Drive
Park City UT 84060

THE FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (this "***Amendment***") is made effective as of the latter signature date hereof (the "***Effective Date***") by and between **DAT HOLDINGS LLC**, an Alabama limited liability company and **DAC Properties Inc.**, an Alabama Corporation ("***Landlord***") and **Verizon Wireless Personal Communications LP d/b/a Verizon Wireless** ("***Tenant***") (Landlord and Tenant being collectively referred to herein as the "***Parties***").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "***Parent Parcel***"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain PCS Site Lease dated August 5, 1996 (as the same may have been amended, collectively, the "***Lease***"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "***Leased Premises***"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("***American Tower***"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein; and

WHEREAS, Tenant has granted American Tower a limited power of attorney (the "***POA***") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment**. Tenant shall pay to Landlord a one-time payment in the amount of **Sixty Thousand and No/100 Dollars ($60,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before September 30, 2016; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.

2. **Lease Term Extended**. Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on August 5, 1996 and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an "***Existing Renewal Term***" and, collectively, the "***Existing Renewal Terms***"), the Lease is otherwise scheduled to expire on August 4, 2021. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of six (6) additional five (5) year renewal terms (each a "***New Renewal Term***" and, collectively, the "***New Renewal Terms***"). Notwithstanding anything to the contrary contained in the

Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate this Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. References in this Amendment to "***Renewal Term***" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "***Memorandum***") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Rent and Escalation**. The Parties hereby acknowledge and agree that all applicable increases and escalations to the rental payments under the Lease (the "***Rent***") shall continue in full force and effect through the New Renewal Term(s). Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **DAT Holdings, LLC**.

4. **Landlord and Tenant Acknowledgments**. Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, including subleasing to American Tower, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses and confirmation that no additional consideration is owed to Landlord for such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, or to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in this Lease, as modified by this Amendment. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

5. **Limited Right of First Refusal**. Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor (as herein defined) or to American Tower. If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "***Third Party Competitor***") or (ii) assign all or any portion of Landlord's interest in the Lease to a Third Party Competitor (any such offer, the "***Offer***"), Tenant shall have the right, exercisable in Tenant's sole and absolute discretion, of first

refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment. For the avoidance of doubt, American Tower, its affiliates and subsidiaries, shall not be considered a Third Party Competitor and this provision shall not apply to future transactions with American Tower, its affiliates and subsidiaries.

6. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment; and (vi) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.

7. **Confidentiality.** Notwithstanding anything to the contrary contained in the Lease or in this Amendment, Landlord agrees and acknowledges that all the terms of this Amendment and the Lease and any information furnished to Landlord by Tenant or American Tower in connection therewith shall be and remain confidential. Except with Landlord's family, attorney, accountant, broker, lender, a prospective fee simple purchaser of the Parent Parcel, or if otherwise required by law, Landlord shall not disclose any such terms or information without the prior written consent of Tenant. The terms and provisions of this Section shall survive the execution and delivery of this Amendment.

8. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: To Landlord at: 4175 GOVERNMENT BLVD., MOBILE, AL 36693; To Tenant at: Verizon Wireless, Attn. Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn: Land Management, 10 Presidential Way,

Woburn, MA 01801; and also with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

9. **Counterparts**. This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.

10. **Governing Law**. Notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

11. **Waiver**. Notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.

12. **Tenant's Securitization Rights; Estoppel**. Landlord hereby consents to the granting by Tenant and/or American Tower of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "***Security Interest***") in Tenant's (or American Tower's) interest in this Lease, as amended, and all of Tenant's (or American Tower's) property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's (or American Tower's) mortgagee ("***Tenant's Mortgagee***") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a "***Holder***") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant and/or American Tower hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant, American Tower or Holder.

13. **Taxes**. During the term of the Lease, Landlord shall pay when due all real property, personal property, and other taxes, fees and assessments attributable to the Parent Parcel, including the Leased Premises. Tenant hereby agrees to reimburse Landlord for any personal property taxes in addition to any increase in real property taxes levied against the Parent Parcel, to the extent both are directly attributable to Tenant's improvements on the Leased Premises (but not, however, taxes or other assessments attributable to periods prior to the Effective Date), provided, however, that Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of such personal property taxes or real property tax increase to Tenant along with proof of payment of same by Landlord. Anything to the contrary notwithstanding, Tenant shall not be obligated to reimburse Landlord for any applicable taxes unless Landlord requests such reimbursement within one (1) year after the date such taxes became due. Landlord shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in

this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord. Tenant shall pay applicable personal property taxes directly to the local taxing authority to the extent such taxes are billed and sent directly by the taxing authority to Tenant. If Landlord fails to pay when due any taxes affecting the Parent Parcel as required herein, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Landlord's behalf from any future payments required to be made by Tenant to Landlord hereunder; (ii) and demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord's behalf by any lawful means.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

LANDLORD:

DAT HOLDINGS LLC
an Alabama limited liability company

Signature: _____
Print Name: Thomas G. Carwie
Title: Member
Date: 10/31/16

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ATC Site No: 412671
VZW Site No: 136091
Site Name: Old Shell Road AL

LANDLORD:

DAC Properties Inc.
an Alabama Corporation

Signature: _____
Print Name: David A. Carwie
Title: President
Date: 10/31/16

ATC Site No: 412671
VZW Site No: 136091
Site Name: Old Shell Road AL

TENANT:

Verizon Wireless Personal Communications LP d/b/a Verizon Wireless

By: ATC Sequoia LLC, a Delaware limited liability company
Title: Attorney-in-Fact

Signature: _____
Print Name: Shawn Lanier
Title: Vice President - Legal
Date: 12-1-2016

ATC Site No: 412671
VZW Site No: 136091
Site Name: Old Shell Road AL

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being located in the County of Mobile, State of Alabama and being further described below:

Lot 1, Nolfe Commercial Subdivision, according to plat thereof recorded in Map Book 60, page 52 of the records in the Office of the Judge of Probate, Mobile County, Alabama;

EXCEPTING THEREFROM such oil, gas and other minerals in, on and under said real property, together with all rights in connection therewith, as have previously been reserved by or conveyed to others; it being the intention of the grantor to convey to grantee only the interest grantor owns therein.

APN No. R022804174000002.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 OF NOLFE SUBDIVISION AS RECORDED IN MAP BOOK 60, PAGE 52 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, RUN THENCE SOUTH 00°00'00" EAST FOR 50.0 FEET; RUN THENCE NORTH 89° 35'03" WEST FOR 50.0 FEET; THENCE RUN NORTH 00°00'00" WEST FOR 50.0 FEET TO THE NORTH LINE OF SAID LOT 1 OF NOLFE SUBDIVISION; RUN THENCE SOUTH 89°35'03" EAST ALONG THE NORTH LINE OF SAID NOLFE SUBDIVISION FOR 50.0 FEET TO THE NORTHEAST CORNER OF SAID NOLFE SUBDIVISION AND THE POINT OF BEGINNING. SAID PARCEL BEING A PORTION OF LOT 1 OF SAID NOLFE SUBDIVISION AS RECORDED IN MAP BOOK 60, PAGE 52 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE, ALABAMA AND CONTAINING 2500 SQUARE FEET MORE OR LESS.

EXHIBIT A (CONTINUED)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

COMMENCE AT THE NORTHEAST CORNER OF LOT 1 OF NOLFE SUBDIVISION AS RECORDED IN MAP BOOK 60, PAGE 52 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; RUN THENCE SOUTH 00° 00'00" EAST FOR 50.0 FEET TO THE POINT OF BEGINNING; RUN THENCE SOUTH 00°00'00" WEST FOR 397.56 FEET TO THE NORTH RIGHT OF WAY OF OLD SHELL ROAD; RUN THENCE IN A NORTHWESTERLY DIRECTION ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 11,429.16 FEET FOR AN ARC DISTANCE OF 20.33 FEET, A CHORD OF NORTH 79°42'57" WEST FOR 20.33 FEET; RUN THENCE NORTH 00°00'00" EAST FOR 384.08 FEET; RUN THENCE SOUTH 89°35'03" EAST FOR 20.0 FEET TO THE POINT OF BEGINNING.

SUBJECT TO A 20 FEET WIDENING STRIP DEDICATED TO THE CITY OF MOBILE FOR WIDENING OF OLD SHELL ROAD AS PER PLAT OF NOLFE SUBDIVISION AS RECORDED IN MAP BOOK 60, PAGE 52 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA

City of Mobile · Planning & Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits** Checklist A

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

☐ **Planned Development** Checklist C

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

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

---

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

	Applicant	Agent (If Applicable)
Name:	American Tower Corporation	Amanda Novas
Firm:		TruNorthe LLC
Phone:	[redacted]	
Email:		
Address:		

	Owner	Design Professional
Name:	DAC Properties INC	Jeremy Sharit
Firm:		SMW Engineering Group Inc
Phone:	[redacted]	
Email:		
Address:		

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

6710 Old Shell Road Mobile AL 36608
Property Address

Property Area (acres or square feet)

Parcel Number(s) or Key Number(s)

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

amanda novas
Applicant or Agent Signature (if applicable)

9/25/2025
Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION

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

amanda novas
Applicant or Agent Signature

9/25/2025
Date

CHECKLIST D
Previously approved Planning Approvals and Planned Unit Developments

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

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

☒ Planning Commission Application

☐ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

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

   ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNMENT AUTHORITIES. NOTHING IN THESEPLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

   1. ANSI/TIA/EIA: STRUCTURAL STANDARDS (222-H EDITION) 2. INTERNATIONAL BUILDING CODE (2012 IBC)

   _____

   Future Land Use Map (FLUM) Designation

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

   The existing tower would require this modification in order to satisfy the structural requirements to complete the cell tower upgrade for BLDC-155862-2025

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

   This proposal should not impact 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)
     existing tower structure is 149.1' - this modification is proposing to raise the 172.1'
   - ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
     there is no landscaping or shrubs within the fenced in cell tower facility
   - ☐ Lighting:
     No lighting
   - ☐ Hours of operation:
     Unmanned facility
   - ☐ 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.
   A cell tower extension will not affect these specified elements.

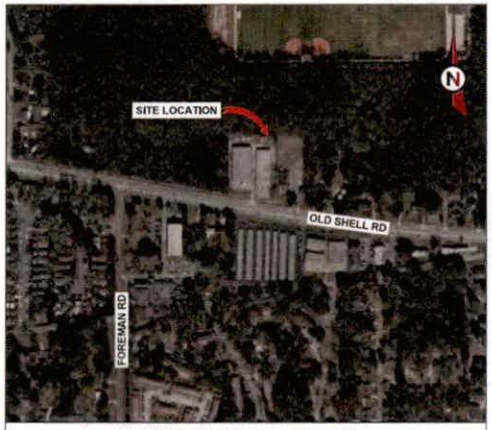
8. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.
   THE PROJECT DEPICTED IN THESE PLANS QUALIFIES AS AN ELIGIBLE FACILITIES REQUEST ENTITLED TO EXPEDITED REVIEW UNDER 47 U.S.C. §1455(A) AS A MODIFICATION OF AN EXISTING WIRELESS TOWER THAT INVOLVES THE COLLOCATION, REMOVAL, AND/OR REPLACEMENT OF TRANSMISSION EQUIPMENT THAT IS NOT A SUBSTANTIAL CHANGE UNDER CFR § 1.6100 (B)(7)



VICINITY MAP

AMERICAN TOWER®

SITE NAME: OLD SHELL ROAD
SITE NUMBER: 412671
ATC PROJECT NUMBER: 14110659_C6_07
SITE ADDRESS: 6710 OLD SHELL ROAD
MOBILE, AL 36608



LOCATION MAP

149.1 FT MONOPOLE MODIFICATIONS W/ PROPOSED 23 FT EXTENSION

PROJECT TEAM

TOWER OWNER
AMERICAN TOWER
10 PRESIDENTAL WAY
WOBURN, MA 01801

ENGINEERED BY
ATC TOWER SERVICES
1 FENTON MAIN STREET, SUITE 300
CARY, NC 27511

CARRIER INFORMATION
CARRIER: T-MOBILE
CARRIER SITE NAME: OLD SHELL RD - ATC
CARRIER SITE NUMBER: 9MT2900A

811 Know what's below. Call before you dig.

PROJECT INFORMATION

1. THE PROJECT DEPICTED IN THESE PLANS IS BASED ON THE RECOMMENDATIONS MADE BY ATC ENGINEERING, DERIVED FROM THE RESULTS OF THE STRUCTURAL ANALYSIS COMPLETED UNDER ENGINEERING PROJECT NUMBER 14110659_C3_06 DATED 05/31/24. SATISFACTORY COMPLETION OF THE WORK INDICATED IN THESE PLANS WILL RESULT IN THE STRUCTURE MEETING THE REQUIREMENTS OF THE SPECIFICATIONS UNDER WHICH THE STRUCTURAL WAS COMPLETED.

2. SEE SHEET S-201 FOR MODIFICATION SCOPE OF WORK (SOW) AND ANY ADDITIONAL WORK TO BE COMPLETED.

PROJECT NOTE

THE PROJECT DEPICTED IN THESE PLANS QUALIFIES AS AN ELIGIBLE FACILITIES REQUEST ENTITLED TO EXPEDITED REVIEW UNDER 47 U.S.C. § 1455(A) AS A MODIFICATION OF AN EXISTING WIRELESS TOWER THAT INVOLVES THE COLLOCATION, REMOVAL, AND/OR REPLACEMENT OF TRANSMISSION EQUIPMENT THAT IS NOT A SUBSTANTIAL CHANGE UNDER CFR § 1.6100 (B)(7).

COMPLIANCE CODE

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNMENT AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

1. ANSI/TIA/EIA: STRUCTURAL STANDARDS (222-H EDITION)
2. INTERNATIONAL BUILDING CODE (2012 IBC)

PROJECT LOCATION

GEOGRAPHIC COORDINATES
LATITUDE: 30.69202529
LONGITUDE: -88.19841085

SHEET	SHEET TITLE	REV.
G-001	COVER	0
G-002	IBC GENERAL NOTES	0
G-003	SPECIAL INSPECTION CHECKLIST	0
G-004	BILL OF MATERIALS	0
S-201	MODIFICATION PROFILE	0
S-501	REINFORCEMENT INSTALLATION DETAILS (1 OF 2)	0
S-502	REINFORCEMENT INSTALLATION DETAILS (2 OF 2)	0
S-503	#20 STEP BOLT BRACKET INSTALLATION DETAILS	0
S-504	PLATE REINFORCEMENT INSTALLATION DETAILS	0
S-505	PLATE REINFORCEMENT WELD DETAILS	0
S-506	FLAT PLATE STEP BOLT BRACKET FABRICATION & INSTALLATION DETAILS	0
S-507	TOP FLANGE PLATE INSTALLATION DETAILS	0
S-508	INTERFACE WELDMENT INSTALLATION DETAILS	0
S-509	MONOPOLE EXTENSION INSTALLATION DETAILS	0
Z-501	PLATE REINFORCEMENT FABRICATION DETAILS	0
Z-502	TOP FLANGE PLATE FABRICATION DETAILS	0
Z-503	INTERFACE WELDMENT FABRICATION DETAILS	0
Z-504	MONOPOLE EXTENSION WELDMENT FABRICATION DETAILS	0
Z-505	MONOPOLE EXTENSION SUB-WELDMENT FABRICATION DETAILS	0

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ATC SITE NUMBER:
412671
ATC SITE NAME:
OLD SHELL ROAD
ALABAMA

SITE ADDRESS:
6710 OLD SHELL ROAD
MOBILE, AL 36608

ALABAMA LICENSED No. 35283 PROFESSIONAL ENGINEER JOSHUA H. WALTON

Joshua Walton
Digitally signed by Joshua Walton
Date: 2025.03.03 22:51:40 -05'00'

DRAWN BY:	RFL
APPROVED BY:	MER
DATE DRAWN:	02/25/25
ATC JOB NO:	14110659_C6_07

COVER

SHEET NUMBER:	REVISION:
G-001	0

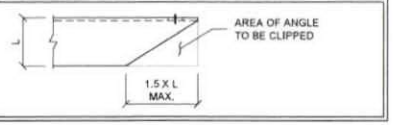
GENERAL

1. ALL WORK TO BE COMPLETED PER APPLICABLE LOCAL, STATE, FEDERAL CODES AND ORDINANCES AND COMPLY WITH ATC CONSTRUCTION SPECIFICATIONS FOR WIRELESS TOWER SITES. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND ABIDING BY ALL REQUIRED PERMITS.
2. ALL WORK INDICATED ON THESE DRAWINGS SHALL BE PERFORMED BY QUALIFIED CONTRACTORS EXPERIENCED IN TOWER AND FOUNDATION CONSTRUCTION.
3. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD IMMEDIATELY OF ANY INSTALLATION INTERFERENCES. ALL NEW WORK SHALL ACCOMMODATE EXISTING CONDITIONS. DETAILS NOT SPECIFICALLY SHOWN ON THE DRAWINGS SHALL FOLLOW SIMILAR DETAILS FOR THIS JOB.
4. ANY SUBSTITUTIONS SHALL CONFORM TO THE REQUIREMENTS OF THESE NOTES AND SPECIFICATIONS, AND SHOULD BE SIMILAR TO THOSE SHOWN. ALL SUBSTITUTIONS SHALL BE SUBMITTED TO THE ENGINEER OF RECORD FOR REVIEW AND APPROVAL PRIOR TO FABRICATION.
5. ANY MANUFACTURED DESIGN ELEMENTS SHALL CONFORM TO THE REQUIREMENTS OF THESE NOTES AND SPECIFICATIONS AND SHOULD BE SIMILAR TO THOSE SHOWN. THESE DESIGN ELEMENTS MUST BE STAMPED BY AN ENGINEER PROFESSIONALLY REGISTERED IN THE STATE OF THE PROJECT, AND SUBMITTED TO THE ENGINEER OF RECORD FOR APPROVAL PRIOR TO FABRICATION.
6. ALL WORK SHALL BE DONE IN ACCORDANCE WITH LOCAL CODES AND OSHA SAFETY REGULATIONS.
7. THE CONTRACTOR IS RESPONSIBLE FOR THE DESIGN AND EXECUTION OF ALL MISCELLANEOUS SHORING, BRACING, TEMPORARY SUPPORTS, ETC. NECESSARY, PER ANSI/TIA-322 AND ANSI/ASSE A10.48, TO PROVIDE A COMPLETE AND STABLE STRUCTURE AS SHOWN ON THESE DRAWINGS.
8. CONTRACTOR'S PROPOSED INSTALLATION SHALL NOT INTERFERE, NOR DENY ACCESS TO, ANY EXISTING OPERATIONAL AND SAFETY EQUIPMENT.

STRUCTURAL STEEL

1. STRUCTURAL STEEL SHALL CONFORM TO THE LATEST EDITION OF THE AISC "SPECIFICATION FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS."
   a. ALL W-SHAPES: ASTM A572, GRADE 50, UNLESS NOTED OTHERWISE.
   b. ALL OTHER ROLLED SHAPES: ASTM A36, UNLESS NOTED OTHERWISE.
   c. HSS SECTION (SQUARE, RECTANGULAR, AND ROUND): ASTM A500, GRADE B, UNLESS NOTED OTHERWISE.
   d. ALL BOLTS FOR CONNECTING STRUCTURAL MEMBERS: ASTM A3125 GRADE A325, TYPE SC OR N, UNLESS NOTED OTHERWISE.
   e. ALL ANCHOR RODS: ASTM F1554, GRADE 36, UNLESS NOTED OTHERWISE.
2. ALL EXPOSED STRUCTURAL STEEL MEMBERS SHALL BE HOT-DIPPED GALVANIZED AFTER FABRICATION PER ASTM A123. EXPOSED STEEL HARDWARE AND ANCHOR BOLTS SHALL BE GALVANIZED PER ASTM A153 OR B695.
3. ALL U-BOLTS SHALL BE ASTM A36 OR EQUIVALENT, WITH LOCKING DEVICE, UNLESS NOTED OTHERWISE.
4. FIELD CUT EDGES, EXCEPT DRILLED HOLES, SHALL BE GROUND SMOOTH.
5. ALL FIELD CUT SURFACES, FIELD DRILLED HOLES & GROUND SURFACES WHERE EXISTING PAINT OR GALVANIZATION REMOVAL WAS REQUIRED SHALL BE REPAIRED WITH (2) BRUSHED COATS OF ZRC GALVILITE COLD GALVANIZING COMPOUND PER ASTM A780 AND MANUFACTURERS RECOMMENDATIONS.
6. ALL STRUCTURAL STEEL EMBEDDED IN THE CONCRETE SHALL BE APPLIED WITH (2) BRUSHED COATS OF POLYGUARD CA-9 MASTIC OR EQUIVALENT. REFER TO THE MANUFACTURER SPECIFICATIONS FOR SURFACE PREPARATION AND APPLICATION. APPLICATION OF POLYGUARD 400 WRAP IS NOT ESSENTIAL.
7. CONTRACTOR SHALL PERFORM WORK ON ONLY ONE (1) TOWER FACE AND REPLACE/REINFORCE ONE (1) BOLT/MEMBER AT A TIME.
8. ALL FIELD DRILLED HOLES TO BE USED FOR FIELD BOLTING INSTALLATION SHALL BE STANDARD HOLES, AS DEFINED BY AISC, UNLESS NOTED OTHERWISE.

MAXIMUM ALLOWABLE ANGLE CLIP



TOLERANCES

1. TOLERANCES ON ALL INSTALLATIONS ARE ±1", UNLESS NOTED OTHERWISE.
2. TOLERANCES ON FABRICATION DIMENSIONS ARE ±0.030" FOR MACHINING AND ±0.060" FOR STRUCTURAL, UNLESS NOTED OTHERWISE.

WELDING

1. ALL WELDING TO BE PERFORMED BY AWS CERTIFIED WELDERS AND CONDUCTED IN ACCORDANCE WITH THE LATEST EDITION OF THE AWS WELDING CODE D1.1.
2. ALL WELDS SHALL BE INSPECTED VISUALLY. IF DIRECTED BY ENGINEER OF RECORD, 25% OF WELDS SHALL BE INSPECTED WITH EITHER ULTRASONIC OR MAGNETIC PARTICLE METHODS. (100% IF REJECTABLE DEFECTS ARE FOUND) TO MEET THE ACCEPTABLE CRITERIA OF AWS D1.1. REPAIR ALL WELDS AS NECESSARY. 100% OF ALL FULL PENETRATION WELDS SHALL BE INSPECTED WITH EITHER ULTRASONIC OR MAGNETIC PARTICLE METHODS.
3. INSPECTION SHALL BE PERFORMED BY AN AWS CERTIFIED WELD INSPECTOR.
4. ALL ELECTRODES TO BE LOW HYDROGEN, MATCHING FILLER AND/OR BASE METAL, PER AWS D1.1, UNLESS NOTED OTHERWISE.
5. IN CASES WHERE BASE METAL GRADE IS UNKNOWN, ALL WELDING ON LATTICE TOWERS SHALL BE DONE WITH E70XX ELECTRODES; ALL WELDING ON POLE STRUCTURES SHALL BE DONE WITH E80XX ELECTRODES, UNLESS NOTED OTHERWISE.
6. PRIOR TO FIELD WELDING GALVANIZED MATERIAL, CONTRACTOR SHALL GRIND OFF GALVANIZING 1/2" BEYOND ALL FIELD WELD SURFACES. AFTER WELD AND WELD INSPECTION IS COMPLETE, REPAIR ALL GROUND AND WELDED SURFACES WITH ZRC GALVILITE COLD GALVANIZING COMPOUND PER ASTM A780 AND MANUFACTURERS RECOMMENDATIONS.

PAINT

1. AS REQUIRED, CLEAN AND PAINT PROPOSED STEEL ACCORDING TO FAA ADVISORY CIRCULAR AC 70/7460-1L.

BOLT TIGHTENING PROCEDURE

1. STRUCTURAL CONNECTIONS TO BE ASSEMBLED AND INSPECTED IN ACCORDANCE WITH RCSC SPECIFICATIONS.
2. ALL BOLTS WHOSE AXES ARE INSTALLED VERTICALLY, UNLESS OTHERWISE NOTED, SHALL BE INSTALLED AND TIGHTENED PER SECTION 8.2.1 THROUGH 8.2.4 OF THE RCSC "SPECIFICATION FOR STRUCTURAL JOINTS USING HIGH-STRENGTH BOLTS" PER THE FOLLOWING GUIDELINES:

   FOR A325 BOLTS 1" DIAMETER AND LESS:

   a. DIRECT TENSION INDICATING (DTI) SQUIRTER WASHERS. WASHERS SHALL BE INSTALLED AND ORIENTED / TIGHTENED PER MANUFACTURER SPECIFICATIONS TO ACHIEVE DESIRED LEVEL OF BOLT PRE-TENSION.

   FOR A325 BOLTS EXCEEDING 1" DIAMETER AND ALL OTHER HIGH STRENGTH BOLTS, ONE OF THE FOLLOWING METHODS SHALL BE USED:

   a. DIRECT TENSION INDICATING (DTI) SQUIRTER WASHERS. WASHERS SHALL BE INSTALLED AND ORIENTED / TIGHTENED PER MANUFACTURER SPECIFICATIONS TO ACHIEVE DESIRED LEVEL OF BOLT PRE-TENSION.
   b. RCSC "TURN-OF-THE-NUT" METHOD: PRIOR TO APPLICATION OF TURN-OF-NUT PRETENSIONING, ALL BOLTS IN THE CONNECTION SHALL BE BROUGHT TO A SNUG TIGHT CONDITION AS DEFINED IN RCSC SECTION 8.1, AND MATCH-MARKING OF THE NUTS AND PROTRUDING END OF THE BOLTS MUST BE IMPLEMENTED FOR ALL BOLTS IN THE CONNECTION.

   SUBSEQUENTLY, ALL BOLTS SHALL BE ROTATED BEYOND SNUG TIGHT CONDITION USING THE CHART BELOW.

   BOLT LENGTHS UP TO AND INCLUDING FOUR DIAMETERS

1/2"	BOLTS UP TO AND INCLUDING 2.0 INCH LENGTH	+1/3 TURN BEYOND SNUG TIGHT
5/8"	BOLTS UP TO AND INCLUDING 2.5 INCH LENGTH	+1/3 TURN BEYOND SNUG TIGHT
3/4"	BOLTS UP TO AND INCLUDING 3.0 INCH LENGTH	+1/3 TURN BEYOND SNUG TIGHT
7/8"	BOLTS UP TO AND INCLUDING 3.5 INCH LENGTH	+1/3 TURN BEYOND SNUG TIGHT
1"	BOLTS UP TO AND INCLUDING 4.0 INCH LENGTH	+1/3 TURN BEYOND SNUG TIGHT
1-1/8"	BOLTS UP TO AND INCLUDING 4.5 INCH LENGTH	+1/3 TURN BEYOND SNUG TIGHT
1-1/4"	BOLTS UP TO AND INCLUDING 5.0 INCH LENGTH	+1/3 TURN BEYOND SNUG TIGHT
1-3/8"	BOLTS UP TO AND INCLUDING 5.5 INCH LENGTH	+1/3 TURN BEYOND SNUG TIGHT
1-1/2"	BOLTS UP TO AND INCLUDING 6.0 INCH LENGTH	+1/3 TURN BEYOND SNUG TIGHT

   BOLT LENGTHS OVER FOUR DIAMETERS BUT NOT EXCEEDING EIGHT DIAMETERS

1/2"	BOLTS 2.25 TO 4.0 INCH LENGTH	+1/2 TURN BEYOND SNUG TIGHT
5/8"	BOLTS 2.75 TO 5.0 INCH LENGTH	+1/2 TURN BEYOND SNUG TIGHT
3/4"	BOLTS 3.25 TO 6.0 INCH LENGTH	+1/2 TURN BEYOND SNUG TIGHT
7/8"	BOLTS 3.75 TO 7.0 INCH LENGTH	+1/2 TURN BEYOND SNUG TIGHT
1"	BOLTS 4.25 TO 8.0 INCH LENGTH	+1/2 TURN BEYOND SNUG TIGHT
1-1/8"	BOLTS 4.75 TO 9.0 INCH LENGTH	+1/2 TURN BEYOND SNUG TIGHT
1-1/4"	BOLTS 5.25 TO 10.0 INCH LENGTH	+1/2 TURN BEYOND SNUG TIGHT
1-3/8"	BOLTS 5.75 TO 11.0 INCH LENGTH	+1/2 TURN BEYOND SNUG TIGHT
1-1/2"	BOLTS 6.25 TO 12.0 INCH LENGTH	+1/2 TURN BEYOND SNUG TIGHT

3. ALL OTHER BOLTED CONNECTIONS SHALL BE BROUGHT TO A SNUG TIGHT CONDITION AS DEFINED IN SECTION 8.1 OF THE SPECIFICATION.

BOLT TIGHTENING PROCEDURE (CONT'D)

4. ALL BOLT HOLES SHALL BE ALIGNED TO PERMIT INSERTION OF THE BOLTS WITHOUT UNDUE DAMAGE TO THE THREADS. BOLTS SHALL BE PLACED IN ALL HOLES WITH WASHERS POSITIONED AS REQUIRED AND NUTS THREADED TO COMPLETE THE ASSEMBLY. COMPACTING THE JOINT TO THE SNUG-TIGHT CONDITION SHALL PROGRESS SYSTEMATICALLY FROM THE MOST RIGID PART OF THE JOINT. THE SNUG-TIGHTENED CONDITION IS THE TIGHTNESS THAT IS ATTAINED WITH A FEW IMPACTS OF AN IMPACT WRENCH OR THE FULL EFFORT OF AN IRONWORKER USING AN ORDINARY SPUD WRENCH TO BRING THE CONNECTED PLIES INTO FIRM CONTACT.

APPLICABLE CODES AND STANDARDS

1. ANSI/TIA: STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES, 222-H EDITION.
2. 2012 INTERNATIONAL BUILDING CODE.
3. ACI 318: AMERICAN CONCRETE INSTITUTE, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE. REFERENCE LATEST APPROPRIATE EDITION TO MATCH LOCAL AND/OR INTERNATIONAL BUILDING CODE(S) LISTED ABOVE.
4. CRSI: CONCRETE REINFORCING STEEL INSTITUTE, MANUAL OF STANDARD PRACTICE, LATEST EDITION.
5. AISC: AMERICAN INSTITUTE OF STEEL CONSTRUCTION, MANUAL OF STEEL CONSTRUCTION, LATEST EDITION.
6. AWS: AMERICAN WELDING SOCIETY D1.1, STRUCTURAL WELDING CODE, LATEST EDITION.

SPECIAL INSPECTION

1. A QUALIFIED INDEPENDENT TESTING LABORATORY, EMPLOYED BY THE OWNER, SHALL PERFORM INSPECTION AND TESTING IN ACCORDANCE WITH IBC 2012, SECTION 1704 AS REQUIRED BY PROJECT SPECIFICATIONS FOR THE FOLLOWING CONSTRUCTION WORK:
   a) STRUCTURAL WELDING (CONTINUOUS INSPECTION OF FIELD WELD ONLY).
   b) HIGH STRENGTH BOLTS (PERIODIC INSPECTION OF A325 EXTENSION FLANGE BOLTS TO BE TIGHTENED PER "TURN-OF-THE-NUT" METHOD).
2. THE INSPECTION AGENCY SHALL SUBMIT INSPECTION AND TEST REPORTS TO THE BUILDING DEPARTMENT, THE ENGINEER OF RECORD, AND THE OWNER IN ACCORDANCE WITH IBC 2012, SECTION 1704, UNLESS THE FABRICATOR IS APPROVED BY THE BUILDING OFFICIAL TO PERFORM SUCH WORK WITHOUT THE SPECIAL INSPECTIONS.

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ATC SITE NUMBER:
412671
ATC SITE NAME:
OLD SHELL ROAD
ALABAMA

SITE ADDRESS:
6710 OLD SHELL ROAD
MOBILE, AL 36608

ALABAMA LICENSED
No. 35283
PROFESSIONAL ENGINEER
JOSHUA H. WALTON

Digitally Signed: 2025-03-03

DRAWN BY:	RFL
APPROVED BY:	MER
DATE DRAWN:	02/25/25
ATC JOB NO:	14110659_C6_07

IBC GENERAL NOTES

SHEET NUMBER:	REVISION:
G-002	0

MODIFICATION INSPECTION NOTES

THE SPECIAL INSPECTION (SI) PROCEDURE IS INTENDED TO CONFIRM THAT CONSTRUCTION AND INSTALLATION MEETS ENGINEERING DESIGN, ATC PROCEDURES AND ATC STANDARD SPECIFICATIONS FOR WIRELESS TOWER SITES.

TO ENSURE THAT THE REQUIREMENTS OF THE SI ARE MET, IT IS VITAL THAT THE GENERAL CONTRACTOR AND THE INSPECTOR BEGIN COMMUNICATING AND COORDINATING AS SOON AS A PO IS RECEIVED FROM AMERICAN TOWER CORPORATION (ATC). IT IS EXPECTED THAT EACH PARTY WILL PROACTIVELY REACH OUT TO THE OTHER PARTY. IF CONTACT INFORMATION IS NOT KNOWN, CONTACT YOUR AMERICAN TOWER POINT OF CONTACT.

SPECIAL INSPECTOR

THE SPECIAL INSPECTOR IS REQUIRED TO CONTACT THE GENERAL CONTRACTOR AS SOON AS RECEIVING A PO FROM ATC. UPON RECEIVING A PO FROM ATC THE SPECIAL INSPECTOR AT A MINIMUM MUST:

- REVIEW THE REQUIREMENTS OF THE SI CHECKLIST.
- WORK WITH THE GENERAL CONTRACTOR TO DEVELOP A SCHEDULE TO CONDUCT ON-SITE INSPECTIONS, INCLUDING FOUNDATION INSPECTIONS.
- ANY CONCERNS WITH THE SCOPE OF WORK OR PROJECT COMMITMENT MUST BE RELAYED TO THE ATC POINT OF CONTACT IMMEDIATELY.

THE SPECIAL INSPECTOR IS RESPONSIBLE FOR COLLECTING ALL GENERAL CONTRACTOR INSPECTION AND TEST REPORTS, REVIEWING THESE DOCUMENTS FOR ADHERENCE TO CONTRACT DOCUMENTS, CONDUCTING THE IN-FIELD INSPECTIONS, AND SUBMITTING THE SI REPORT TO AMERICAN TOWER CORPORATION.

GENERAL CONTRACTOR

THE GENERAL CONTRACTOR IS REQUIRED TO CONTACT THE SI INSPECTOR AS SOON AS RECEIVING A PO FOR THE MODIFICATION INSTALLATION OR TURNKEY PROJECT TO, AT A MINIMUM:

- REVIEW THE REQUIREMENTS OF THE SI CHECKLIST.
- WORK WITH THE SI TO DEVELOP A SCHEDULE TO CONDUCT ON-SITE INSPECTIONS, INCLUDING FOUNDATION INSPECTIONS.
- BETTER UNDERSTAND ALL INSPECTION AND TESTING REQUIREMENTS.

THE GENERAL CONTRACTOR SHALL PERFORM AND RECORD THE TEST AND INSPECTION RESULTS IN ACCORDANCE WITH THE REQUIREMENTS OF THE SI CHECKLIST.

SPECIAL INSPECTION CHECKLIST

INSPECTION DOCUMENT	DESCRIPTION	INSPECTION TESTING REQUIRED	RESPONSIBILITY	SI REVIEW REQUIRED			INSPECTION FREQUENCY	
				PRE CX	DURING CX	POST CX	PERIODIC	CONTINUOUS
SPECIAL INSPECTION FIELD WORK & REPORT	DOCUMENTATION AND SITE VISIT CONDUCTED BY AN ATC APPROVED SPECIAL INSPECTOR AS REQUIRED BY ATC AND OTHER AUTHORITIES HAVING JURISDICTION. INSPECTION PARAMETERS TO FOLLOW ATC'S STANDARD SPECIFICATION FOR WIRELESS TOWER SITES.	✔	SI			✔		
ENGINEERING ASSEMBLY DRAWINGS	GC SHALL SUBMIT DRAWINGS TO SI FOR INCLUSION IN SI REPORT	✔	GC	✔				
FABRICATED MATERIAL VERIFICATION & INSPECTION	MTR AND OR MILL CERTIFICATIONS FOR SUPPLIED MATERIALS GC SHALL SUPPLY SI WITH REPORTS TO BE INCLUDED IN SI REPORT WHEN REQUIRED BY ATC	✔	SI	✔				
CERTIFIED WELD INSPECTION	INSPECTION AND REPORT OF STRUCTURAL WELDING PERFORMED DURING PROJECT COMPLETED BY A CWI AND INCLUDED WITHIN SI REPORT	✔	GC / TA	✔	✔	✔	✔	
FOUNDATION INSPECTION & VERIFICATION	VISUAL OBSERVATION AND APPROVAL OF FOUNDATION EXCAVATION, REBAR PLACEMENT, CASING/SHORING/FORMING PLACEMENT, AND ANCHOR TEMPLATE AND ANCHOR PLACEMENT - TO BE SI APPROVED PRIOR TO CONCRETE POUR AND DOCUMENTED IN THE SI REPORT		SI					
ANCHOR, ROCK ANCHOR OR HELICAL PULL-OUT TEST	PULL TESTING OF INSTALLED ANCHORS TO BE COMPLETED AND DOCUMENTED IN SI REPORT		GC / TA					
CONCRETE INSPECTION & VERIFICATION	CONCRETE MIX DESIGN, SLUMP TEST, COMPRESSIVE TESTING, AND SAMPLE GATHERING TECHNIQUES ARE TO BE PROVIDED FOR INCLUSION IN THE SI REPORT. SI SHALL VERIFY CONCRETE PLACEMENT AS REQUIRED BY THE DESIGN DOCUMENTS (INSPECTION FREQUENCY IS MARKED CONTINUOUS)		GC / TA					
DYWIDAG PLACEMENT/ANCHOR BOLT EMBEDMENT - EPOXY/GROUT INSTALL	ANCHOR/BAR EMBEDMENT, HOLE SIZE, EPOXY/GROUT TYPE, INSTALLATION TEMPERATURE AND INSTALLATION SHALL BE VERIFIED BY THE SI AND INCLUDED IN THE SI REPORT		GC / SI					
BASE PLATE GROUT INSPECTION & VERIFICATION	BASE PLATE GROUTING TYPE AND PLACEMENT SHALL BE CONFIRMED BY THE SI AND INCLUDED IN THE SI REPORT		GC / SI					
EARTHWORK INSPECTION & VERIFICATION	EXCAVATION, FILL, SLOPE, GRADE AND OTHER EARTHWORK REQUIREMENTS PER PLANS SHALL BE VERIFIED BY THE SI AND INCLUDED IN THE SI REPORT		GC / TA					
COMPACTION VERIFICATION	CONTRACTOR SHALL PROVIDE AN INDEPENDENT THIRD PARTY CERTIFIED INSPECTION WHICH PROVIDES TEST RESULTS FOR COMPACTION TEST OF SOILS IN PLACE TO ASTM STANDARDS.		GC / TA					
GROUND TESTING & VERIFICATION	GC SHALL PROVIDE DOCUMENTATION SHOWING THAT THE GROUNDING SYSTEM SHALL HAVE A MEASURED RESISTANCE TO THE GROUND OF NOT MORE THAN THE RECOMMENDED 10 OHMS, PER THE ATC CONSTRUCTION SPECIFICATION UNDER SECTION 2.15 THIS DOCUMENTATION MUST BE AN INDEPENDENT CERTIFICATION.		GC					
STEEL CONSTRUCTION INSPECTION & VERIFICATION	VISUAL OBSERVATION AND APPROVAL OF STEEL CONSTRUCTION TO BE PERFORMED BY THE SI. INSPECTION TO INCLUDE VERIFICATION OF NEW CONSTRUCTION OR MODIFICATION OF EXISTING CONSTRUCTION PER ENGINEERED PLANS. DETAILED VERIFICATION SHALL BE INCLUDED IN SI REPORT.	✔	SI			✔	✔	
ON-SITE COLD GALVANIZING VERIFICATION	SI SHALL VERIFY WITH GC ALL COLD GALVANIZATION TYPE AND APPLICATION AND INCLUDE SUMMARY IN SI REPORT	✔	GC			✔	✔	
GUY WIRE TENSIONING & TOWER ALIGNMENT REPORT	GC SHALL PROVIDE SI EVIDENCE OF PROPER GUY TENSIONING AND TOWER PLUMB PER PLANS. SI SHALL VERIFY AND INCLUDE PLUMB AND TENSION REPORTING IN SI REPORT.		GC					
GC AS-BUILT DRAWINGS WITH CONSTRUCTION RED-LINES	GC SHALL SUBMIT "AS-BUILT" DRAWINGS INDICATING ANY APPROVED CHANGES TO ENGINEERED PLANS TO SI FOR APPROVAL/REVIEW AND INCLUSION IN SI REPORT	✔	GC			✔		
SI AS-BUILT DRAWINGS WITH INSPECTION RED-LINES (AS REQUIRED)	SI SHALL SUBMIT "AS-BUILT" DRAWINGS INDICATING ANY APPROVED CHANGES TO ENGINEERED PLANS WITHIN SI REPORT	✔	SI			✔		
TIA INSPECTION	SI SHALL COMPLETE TIA INSPECTION AND PROVIDE SEPARATE TIA INSPECTION DOCUMENTATION TO ATC CM		SI					
PHOTOGRAPHS	PHOTOGRAPHIC EVIDENCE OF SPECIAL INSPECTION, ON SITE REMEDIATION, AND ITEMS FAILING INSPECTION & REQUIRING FOLLOW UP TO BE INCLUDED WITHIN THE SI REPORT. COMPLETE PHOTO LOG IS TO BE SUBMITTED WITHIN SI REPORT.	✔	GC / SI			✔		

NOTE: SPECIAL INSPECTIONS ARE INTENDED TO BE A COLLABORATIVE EFFORT BETWEEN GC AND SI. WHENEVER POSSIBLE GC IS TO PROVIDE SI WITH PHOTOGRAPHIC OR OTHER ACCEPTABLE EVIDENCE OF PROPER INSTALLATION IF PERIODIC INSPECTION FREQUENCY IS ACCEPTABLE. THE GC AND SI SHALL WORK TO COMPILE EVIDENCE OF PROPER CONSTRUCTION AND LIMIT THE NUMBER OF SI SITE VISITS REQUIRED.

TABLE KEY:
SI - ATC APPROVED SPECIAL INSPECTOR
GC - GENERAL CONTRACTOR
TA - 3RD PARTY TESTING AGENCY
CX - CONSTRUCTION
CM - CONSTRUCTION MANAGER
ATC - AMERICAN TOWER CORPORATION

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6710 OLD SHELL ROAD
MOBILE, AL 36608

ALABAMA LICENSED No. 35283 PROFESSIONAL ENGINEER JOSHUA H. WALTON

Digitally Signed: 2025-03-03

DRAWN BY:	RFL
APPROVED BY:	MER
DATE DRAWN:	02/25/25
ATC JOB NO:	14110659_C6_07

SPECIAL INSPECTION CHECKLIST

SHEET NUMBER:	REVISION:
G-003	0

BILL OF MATERIALS

QUANTITY REQUIRED	QUANTITY PROVIDED	PART NUMBER	DESCRIPTION	LENGTH	SHEET LIST	PART WEIGHT	WEIGHT (lb)	NOTES
			#20 DYWIDAG REINFORCEMENT MATERIAL & HARDWARE					
3	3	DYD-20-ATR-30	#20 ALL THREAD ROD 30'	30'-0"	S-501	501.0	1503	GALVANIZED
3	3	DYD-20-ATR-PF	#20 ALL THREAD ROD (PER FT)	10'-0"	S-501	167.0	501	GALVANIZED
3	3	DYD-20-COUP-00	#20 COUPLING HDG	----	----	----	----	GALVANIZED
6	6	DYD-20-HN-00	#20 HEX NUT HDG	----	----	----	----	GALVANIZED
194	204	UB-580-3125	U-BOLT ASSEMBLIES FOR #20 ROD	----	----	----	----	GALVANIZED
123	129	NG-0625-0875-A490	NEXGEN2 BLIND BOLT ASSEMB., M20 W/ SPRING SLEEVE, A490	----	----	----	----	
6	7	NG-0938-1438-A490	NEXGEN2 BLIND BOLT ASSEMB., M20 W/ SPRING SLEEVE, A490	----	----	----	----	
33	33	BR-20C	L 6" X 3 1/2" X 3/8"	1'-0"	S-502	12.3	406	CONCENTRIC
3	3	TB-20C-8	L 6" X 3 1/2" X 3/8"	2'-5 1/2"	S-502	30.2	91	CONCENTRIC
6	6	TB-20C-12	L 6" X 3 1/2" X 3/8"	3'-6 3/4"	S-502	43.8	263	CONCENTRIC
32	37	#20SB	STEP BOLT WELDMENT	0'-7 1/4"	S-503	2.5	93	
2	2	----	STUD MOUNT CABLE GUIDE - 1/2"Ø	----	----	----	----	
2	2	----	ROUND LEG INTERMEDIATE BRACKET	----	----	----	----	
			FLAT PLATE MATERIAL & HARDWARE					
3	3	412671-1	PL 1 1/4" X 3"	11'-1"	S-504, Z-501	148.5	446	
3	3	412671-2	PL 1 1/4" X 3"	4'-9"	S-504, Z-501	63.6	191	
3	3	412671-3	PL 1 1/4" X 3"	2'-9"	S-504, Z-501	36.8	110	
57	60	NG-1438-1875-A490	NEXGEN2 BLIND BOLT ASSEMB., M20 W/ SPRING SLEEVE, A490	----	----	----	----	
27	28	NG-2688-3750-A490	NEXGEN2 BLIND BOLT ASSEMB., M20 W/ SPRING SLEEVE, A490	----	----	----	----	
9	14	FPSB	FLAT PLATE STEP BOLT WELDMENT	0'-7 1/4"	S-505	2.0	28	
			EXTENSION MATERIAL & HARDWARE					
1	1	CP18BC	PL 1/8" X 22"	1'-10"	S-509	14.1	14	
2	2	412671-4	PL 1 1/2" X 12"	2'-0"	S-507, Z-502	75.8	152	
3	3	412671-5	INTERFACE WELDMENT	2'-0"	S-508, Z-503	170.7	512	
1	1	412671-6	14" OD PIPE EXTENSION WELDMENT	21'-0"	S-509, Z-504, Z-505	1518.5	1519	
18	19	SB-625-8250	STEP BOLT	----	----	----	----	
36	38	----	LOCK WASHER, 5/8"Ø	----	----	----	----	GALVANIZED
36	38	----	HEAVY HEX NUT, 5/8"Ø ASTM A563 DH	----	----	----	----	GALVANIZED
2	3	BK-1000-350-A325	BOLT, 1"Ø A325 W/ HHN-LKW-FW, GALVANIZED	3 1/2"	----	----	----	
24	25	BK-1000-475-A325	BOLT, 1"Ø A325 W/ HHN-LKW-FW, GALVANIZED	4 3/4"	----	----	----	
24	25	SW-1000-A325	DTI SQUIRTER WASHER, 1"Ø (A325 RATED)	----	----	----	----	
1	1	SC-PM-180-SSC	SAFETY CLIMB (GALVANIZED STAINLESS STEEL CABLE)	180'-0"	----	----	----	
					TOTAL WEIGHT (lb)		**5,829**	**PAGE 1 OF 1**

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REV.	DESCRIPTION	BY	DATE
0	FIRST ISSUE	RFL	02/25/25

ATC SITE NUMBER:
412671
ATC SITE NAME:
OLD SHELL ROAD
ALABAMA

SITE ADDRESS:
6710 OLD SHELL ROAD
MOBILE, AL 36608

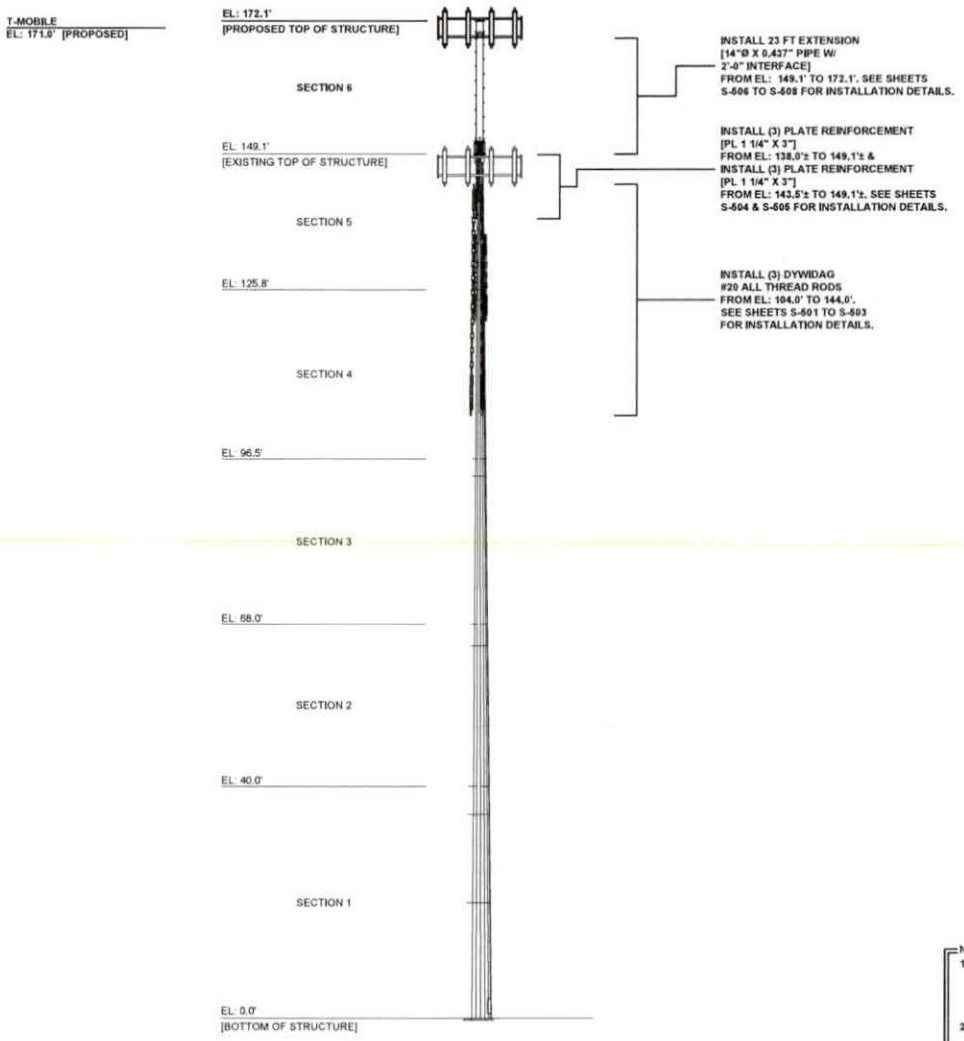
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PROFESSIONAL
ENGINEER
JOSHUA H. WALTON

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BILL OF MATERIALS

SHEET NUMBER:	REVISION:
G-004	0



TOWER ELEVATION VIEW

NOTES:
1. BASE FLANGE WELD AND STIFFENER PLATE WELDS (WHEN PRESENT) ARE TO BE INSPECTED VISUALLY AND BY NDT METHODS BY A CERTIFIED WELD INSPECTOR WITH NDT LEVEL II CERTIFICATION. RESULTS ARE TO BE SENT TO PM@AMERICANTOWER.COM.
2. CONTACT AMERICAN TOWER FIELD OPERATIONS WHEN EXISTING EQUIPMENT INTERFERES WITH INSTALLATION OF MODIFICATIONS. ONCE APPROVED, EXISTING EQUIPMENT MAY BE TEMPORARILY MOVED DURING INSTALLATION & REINSTALLED TO THE ORIGINAL HEIGHT & LOCATION BY CONTRACTOR POST COMPLETION OF MODIFICATIONS.
3. A CONSTRUCTION WASTE MANAGEMENT PLAN, AS NEEDED, WILL BE COMPLETED PRIOR TO FINAL INSPECTION.

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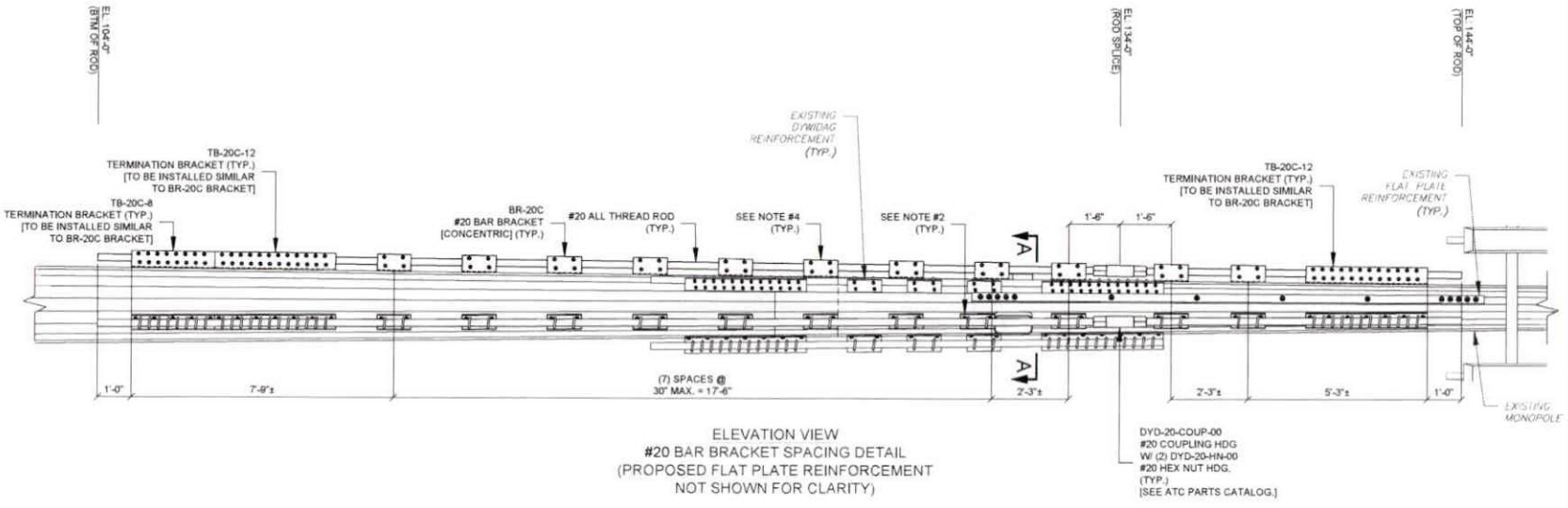
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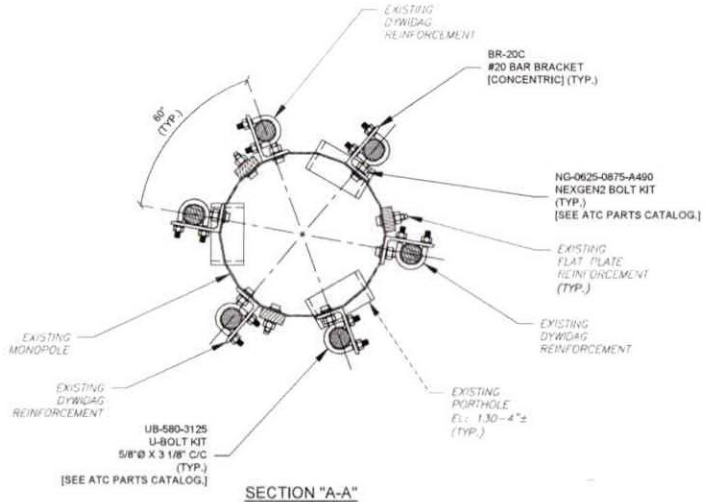
MODIFICATION PROFILE

SHEET NUMBER:	REVISION:
S-201	0

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ELEVATION VIEW
#20 BAR BRACKET SPACING DETAIL
(PROPOSED FLAT PLATE REINFORCEMENT
NOT SHOWN FOR CLARITY)



SECTION "A-A"
TYPICAL DETAIL

NOTES:
1. REPLACE ANY EXISTING STEP BOLTS THAT INTERFERE WITH THE NEW #20 ALL THREAD ROD REINFORCEMENTS. THE NEW STEP BOLTS SHALL BE ATTACHED TO THE #20 ALL THREAD RODS IN THE SAME APPROXIMATE LOCATION. SEE SHEET S-503 FOR INSTALLATION DETAILS.
2. PLACE A BRACKET (BR-20C) DIRECTLY ABOVE AND BELOW ANY EXISTING PORTHOLE AS REQUIRED.
3. SEE SHEET S-502 FOR #20 ALL THREAD ROD BRACKET INSTALLATION DETAILS.
4. NG-0938-1438-A490 NEXGEN2 BOLT KITS ARE SUPPLIED AS REQUIRED FOR BAR BRACKET CONNECTIONS THAT FALL WITHIN SLIP JOINT LOCATIONS.

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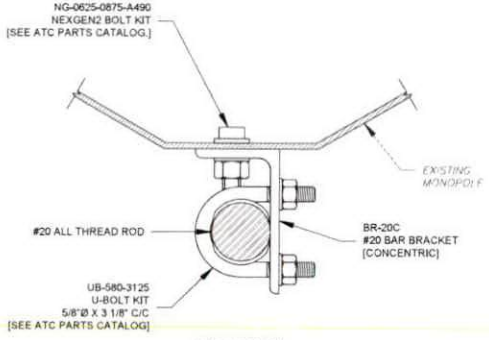
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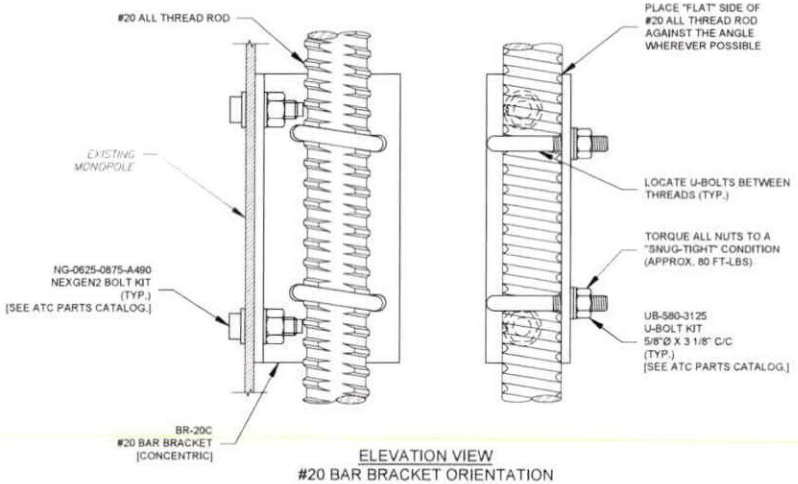
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REINFORCEMENT
INSTALLATION DETAILS
(1 OF 2)

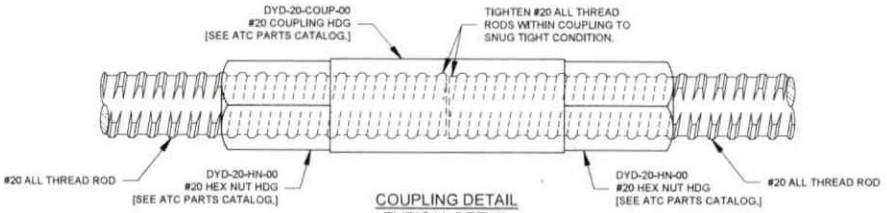
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S-501	0



PLAN VIEW
#20 BAR BRACKET ORIENTATION
[CONCENTRIC]



ELEVATION VIEW
#20 BAR BRACKET ORIENTATION
[CONCENTRIC]



COUPLING DETAIL
TYPICAL DETAIL

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2			
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4			

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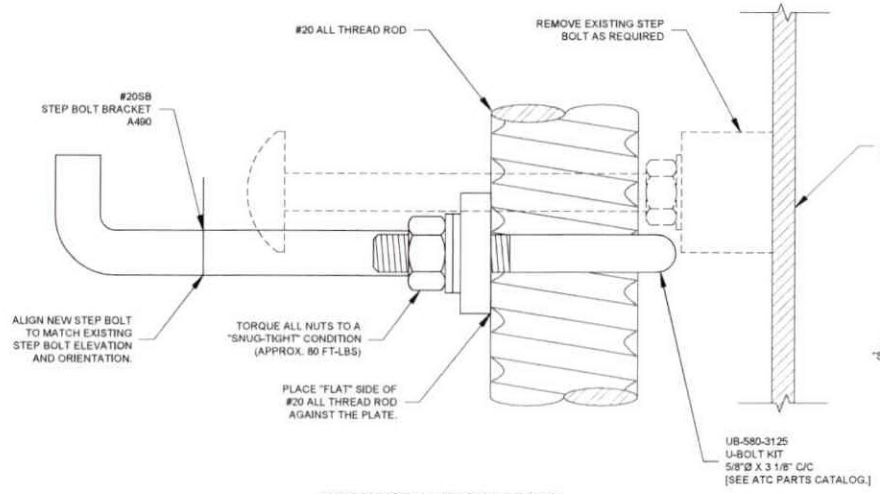
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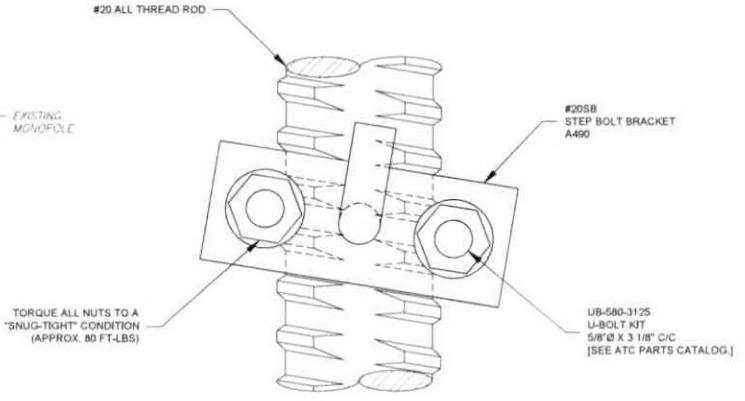
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REINFORCEMENT
INSTALLATION DETAILS
(2 OF 2)

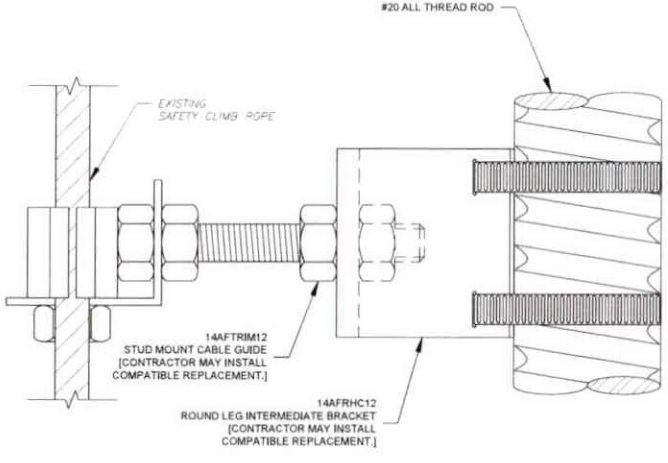
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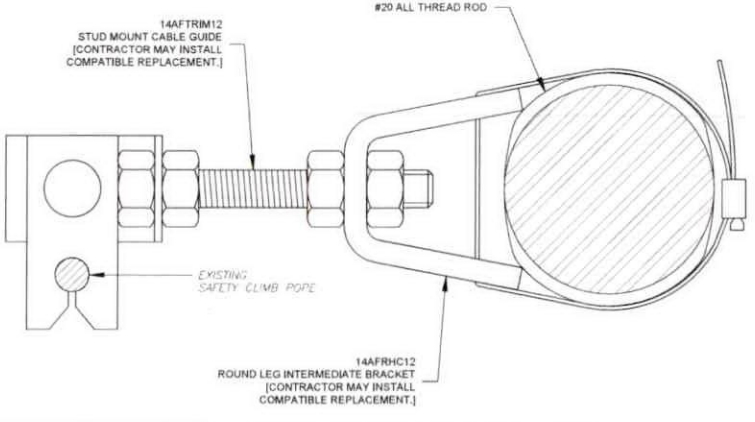
#20SB INSTALLATION DETAILS
SIDE VIEW



#20SB INSTALLATION DETAILS
FRONT VIEW



SAFETY CLIMB CABLE GUIDE INSTALLATION
SIDE VIEW



SAFETY CLIMB CABLE GUIDE INSTALLATION
TOP VIEW

NOTES:
1. STEP PEG SPACING IS NOT TO EXCEED 16" MAX. STAGGERED OR 30" MAX. ON ANY SINGLE SIDE OF THE DYWIDAG BAR.
2. SAFETY CLIMB CABLE GUIDE SPACING IS NOT TO EXCEED 20' MAX.

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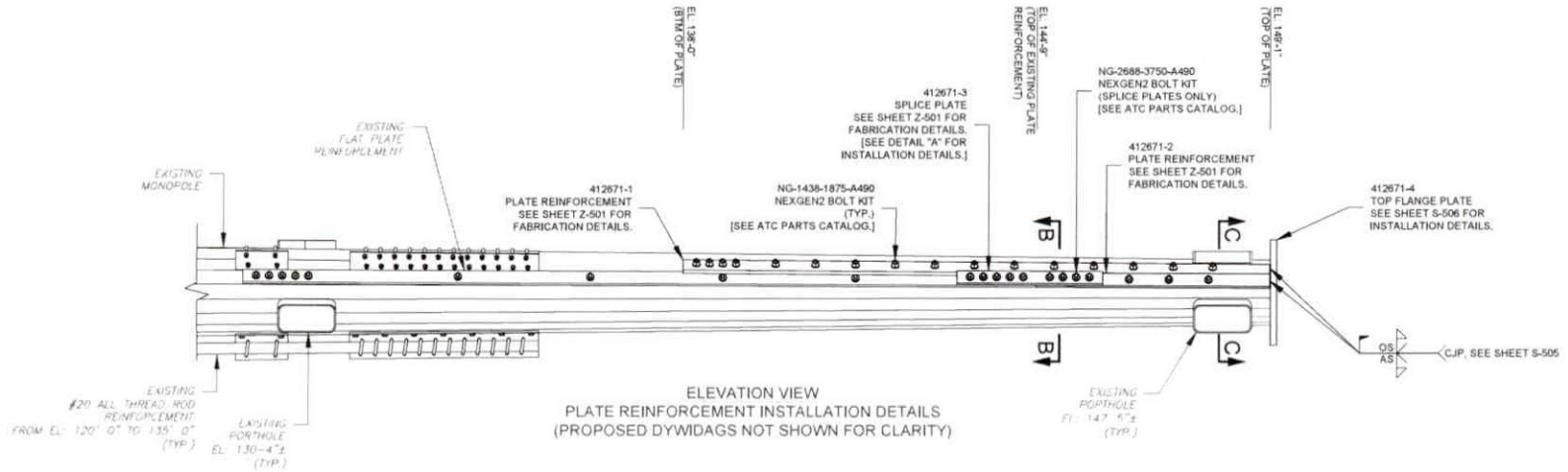
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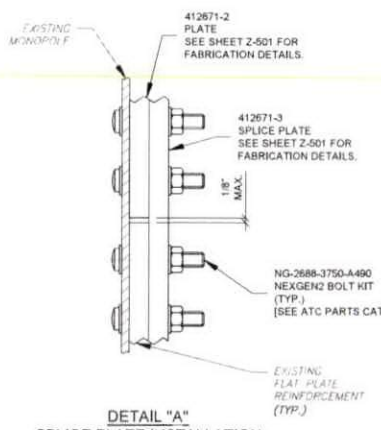
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#20 STEP BOLT BRACKET INSTALLATION DETAILS

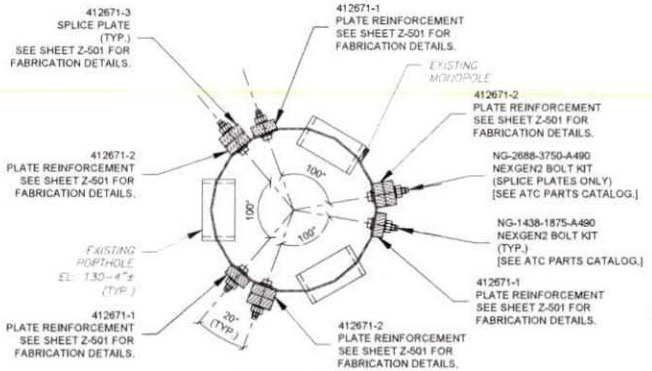
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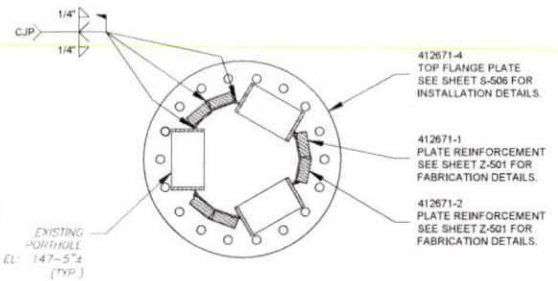
ELEVATION VIEW
PLATE REINFORCEMENT INSTALLATION DETAILS
(PROPOSED DYWIDAGS NOT SHOWN FOR CLARITY)



DETAIL "A"
SPLICE PLATE INSTALLATION



SECTION "B-B"
TYPICAL DETAIL



SECTION "C-C"
TYPICAL DETAIL

NOTES:

1. PLATE REINFORCEMENTS TO BE INSTALLED CENTERED ON TOWER FACE AS MUSH AS POSSIBLE.
2. FIELD DRILL 1 3/16"Ø BOLT HOLE IN EXISTING MONOPOLE TO ACCOMMODATE NEW NEXGEN2® BLIND BOLT ASSEMBLY.
3. REPLACE ANY EXISTING STEP BOLTS THAT INTERFERE WITH THE NEW PLATE REINFORCEMENT, SEE SHEET S-505 FOR INSTALLATION DETAILS.

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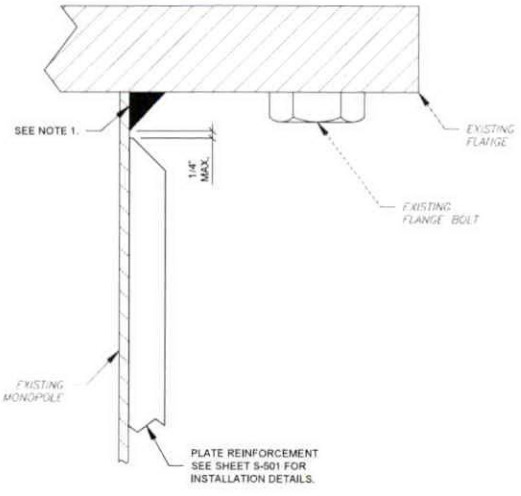
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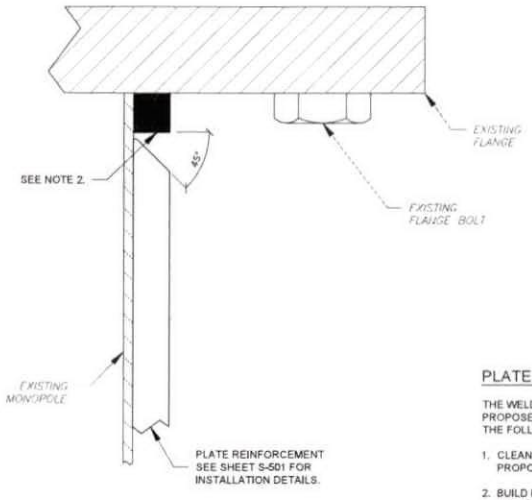
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PLATE REINFORCEMENT INSTALLATION DETAILS

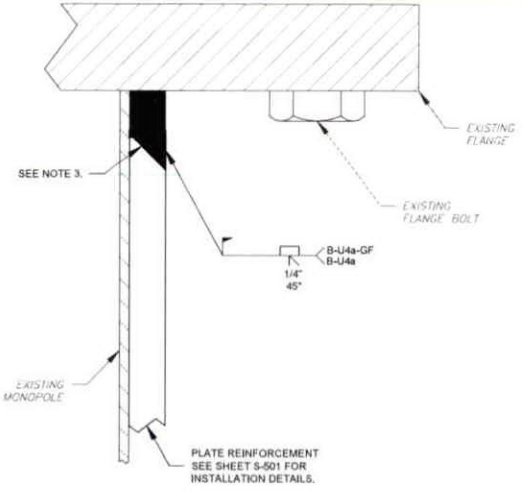
SHEET NUMBER:	REVISION:
S-504	0



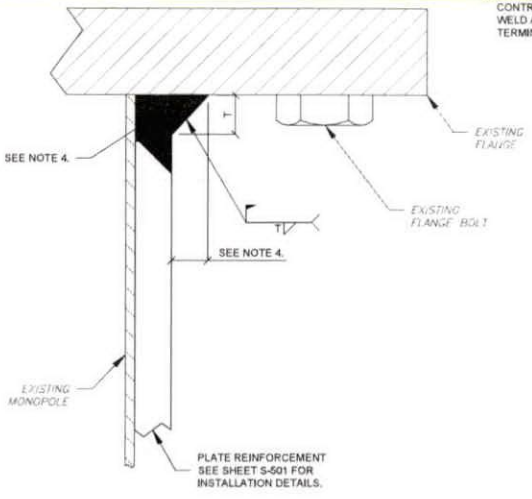
ELEVATION VIEW
STEP 1



ELEVATION VIEW
STEP 2



ELEVATION VIEW
STEP 3



ELEVATION VIEW
STEP 4

PLATE REINFORCEMENT BASE WELD PROCEDURE:

THE WELD SHOWN IS LOCATED AT THE FLANGE AT EL. 149'-1"± OF EXISTING MONOPOLE WITH PROPOSED FLAT PLATE TERMINATING AT THAT LOCATION. THE WELD NEEDS TO BE INSTALLED WITH THE FOLLOWING PROCEDURE:

1. CLEAN GALVANIZING FROM EXISTING WELD AND ALL WELD CONTACT SURFACES. PLACE PROPOSED PLATE REINFORCEMENT ABOVE EXISTING WELD AS SHOWN.
2. BUILD PLATFORM WITH WELD (BUTTER) TO MATCH THE HEIGHT OF THE EXISTING FILLET WELD PER SECTION 5.22.4.3 OF AWS D1.1/D1.1M:2010. ENGINEERING APPROVAL IS PROVIDED FOR CORRECTING ROOT OPENINGS GREATER THAN THOSE PERMITTED IN SECTION 5.22.4.3 IN ACCORDANCE WITH SECTION 5.22.4.4.
3. PERFORM CJP WELD USING EXISTING MONOPOLE AS BACKING BAR.
4. REINFORCING FILLET WELD SIZED TO MATCH EXISTING FILLET WELD. PRIOR TO CONSTRUCTION CONTRACTOR TO VERIFY THAT THERE IS ADEQUATE CLEARANCE BETWEEN THE PROPOSED WELD AND THE EXISTING FLANGE BOLTS. IF INTERFERENCE OCCURS AN ALTERNATIVE PLATE TERMINATION MAY BE REQUIRED ADDITIONAL DESIGN FEES MAY BE INCURRED.

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REV.	DESCRIPTION	BY	DATE
0	FIRST ISSUE	RFL	02/25/25

ATC SITE NUMBER:
412671
ATC SITE NAME:
OLD SHELL ROAD
ALABAMA

SITE ADDRESS:
6710 OLD SHELL ROAD
MOBILE, AL 36608

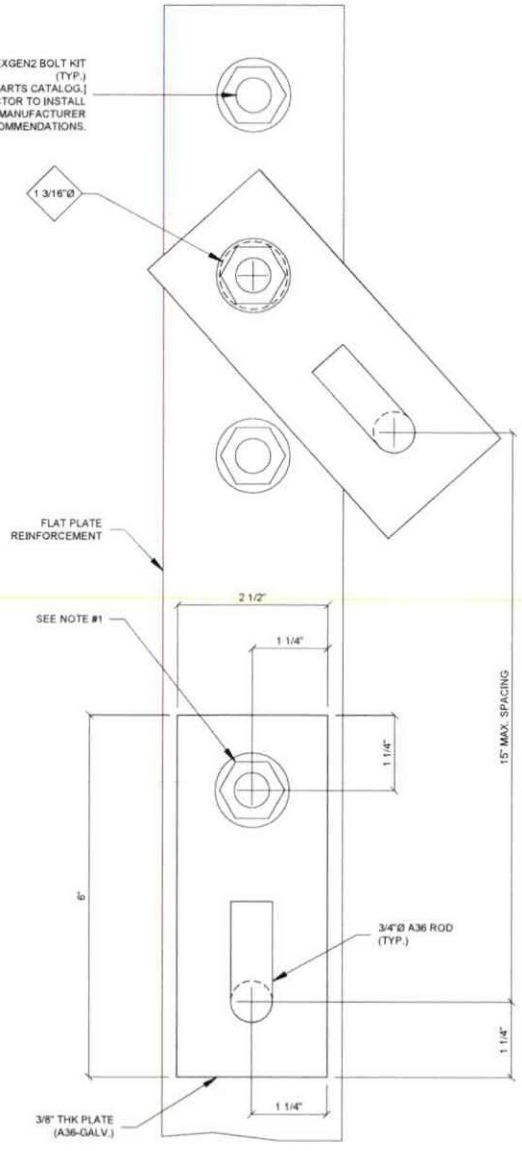
ALABAMA LICENSED No. 35283 PROFESSIONAL ENGINEER JOSHUA H. WALTON

Digitally Signed: 2025-03-03

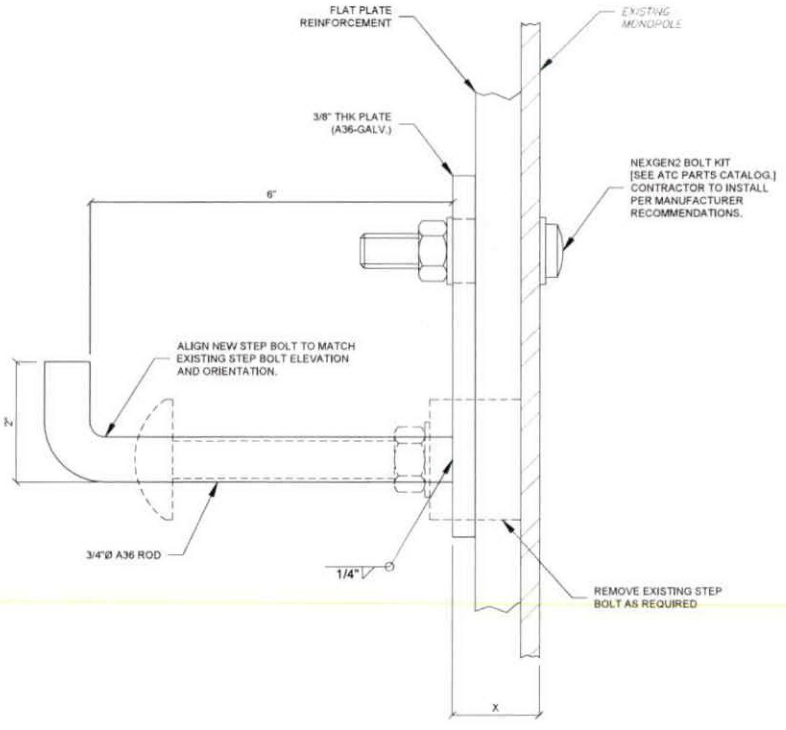
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APPROVED BY:	MER
DATE DRAWN:	02/25/25
ATC JOB NO:	14110659_C6_07

PLATE REINFORCEMENT
WELD DETAILS

SHEET NUMBER:	REVISION:
S-505	0



FRONT VIEW



SIDE VIEW

NEXGEN2 BLIND BOLTS (A490)		
ATC KIT NUMBER	ALLFASTENER	RANGE (IN)
NG-0625-0875-A490	2NG2060	0.625-0.875
NG-0938-1438-A490	2NG2036	0.9375-1.4375
NG-1438-1875-A490	2NG2048	1.4375-1.875
NG-1875-2250-A490	2NG2057	1.875-2.25
NG-2250-2688-A490	2NG2068	2.25-2.6875
NG-2688-3750-A490	2NG2096	2.6875-3.75
NG-3750-5000-A490	2NG2127	3.75-5
NG-5000-8313-A490	2NG2212	5-8.3125

NOTES:
1. BLIND BOLT LENGTHS TO BE VERIFIED PRIOR TO FLAT PLATE AND STEP BOLT INSTALLATION. USE NEXGEN2 BLIND BOLT CHART.
2. STEP PEG SPACING IS NOT TO EXCEED 15" MAX. STAGGERED OR 30" MAX. ON ANY SINGLE SIDE OF THE FLAT PLATE.

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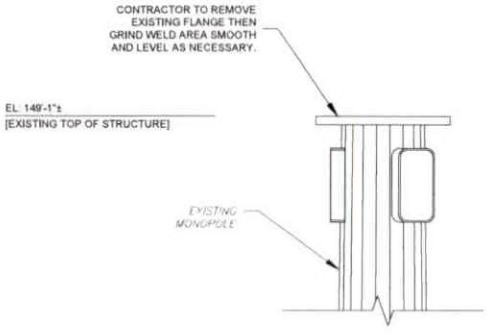
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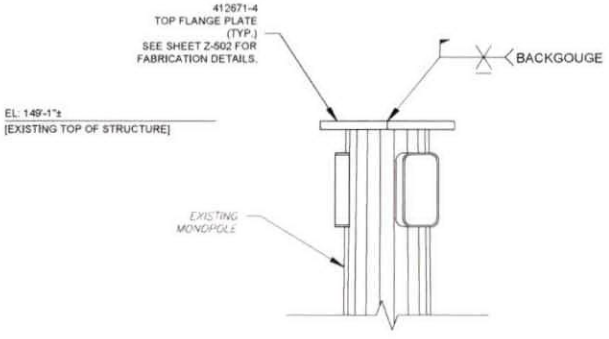
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FLAT PLATE STEP BOLT BRACKET FABRICATION & INSTALLATION DETAILS

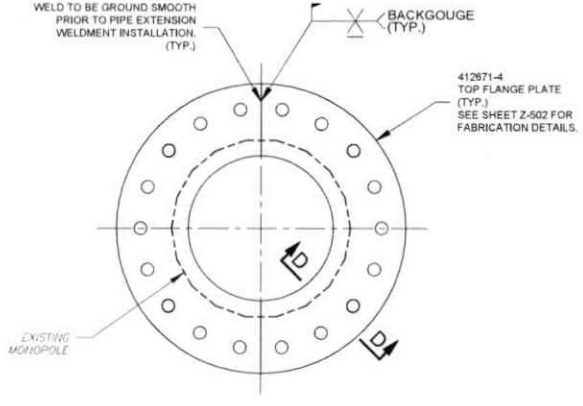
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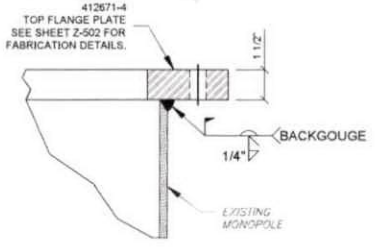
ELEVATION VIEW
EXISTING CONDITION



ELEVATION VIEW
TOP FLANGE PLATE INSTALLATION



PLAN VIEW
TOP FLANGE PLATE INSTALLATION



SECTION "D-D"
FLANGE PLATE WELD DETAIL

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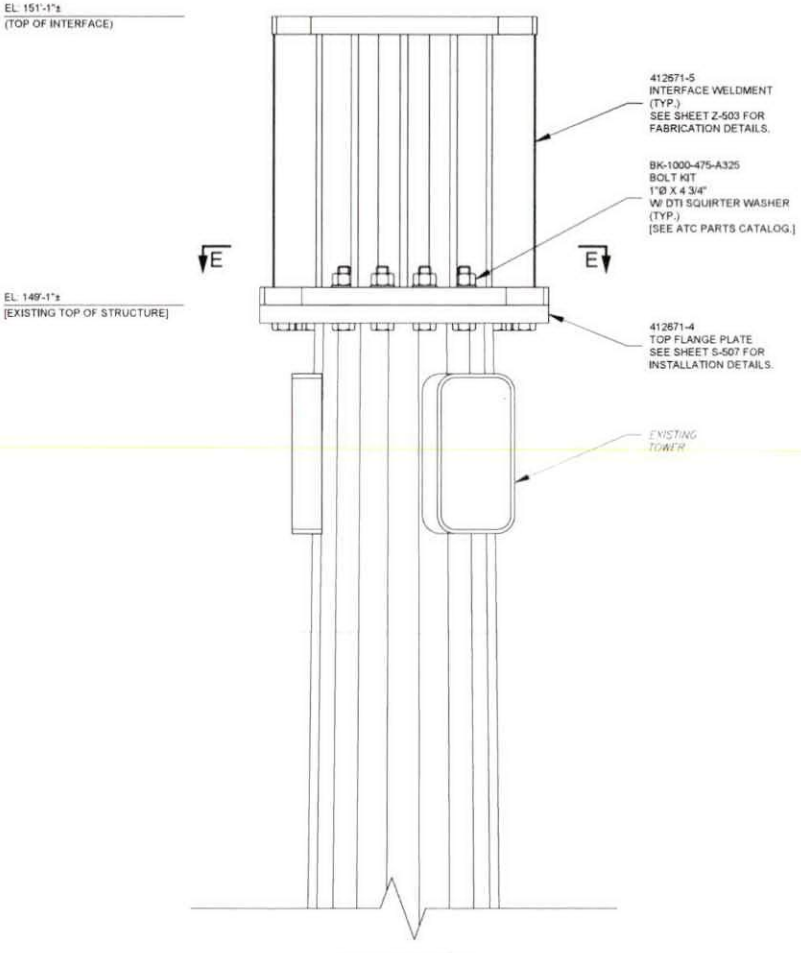
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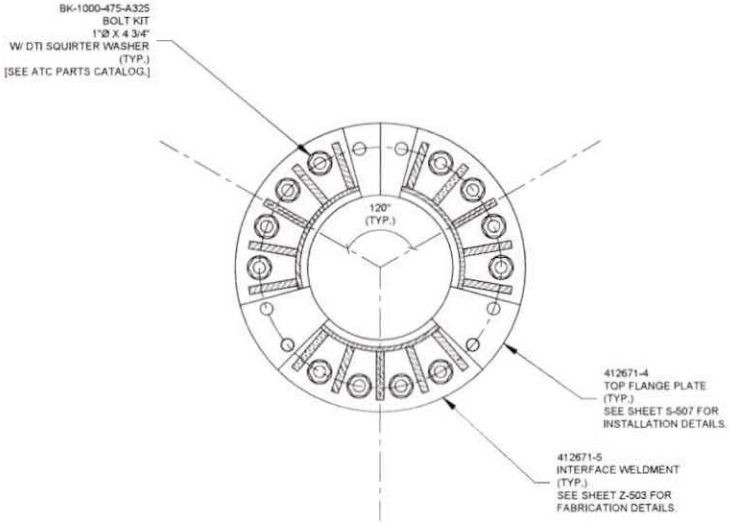
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TOP FLANGE PLATE
INSTALLATION DETAILS

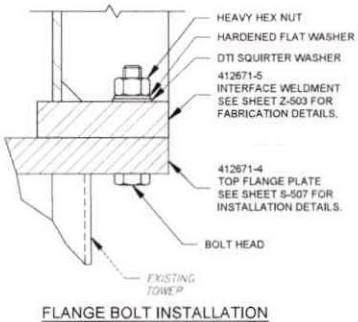
SHEET NUMBER:	REVISION:
S-507	0



ELEVATION VIEW
INTERFACE INSTALLATION



SECTION "E-E"
TYPICAL DETAIL



FLANGE BOLT INSTALLATION
TYPICAL DETAIL

1. **ALL FLANGE BOLTS SHALL BE TIGHTENED USING DTI SQUIRTER WASHERS FOR TENSION VERIFICATION. SEE SHEET G-002 FOR DETAILS.**
2. **PROPER TORQUE GENERATING EQUIPMENT, WHICH MAY INCLUDE IMPACT WRENCHES, IS REQUIRED IN ORDER TO ACHIEVE DTI COMPRESSION WITH SQUIRT INDICATION. MANUFACTURER GUIDELINES FOR DTI INSTALLATION ARE TO BE FOLLOWED.**

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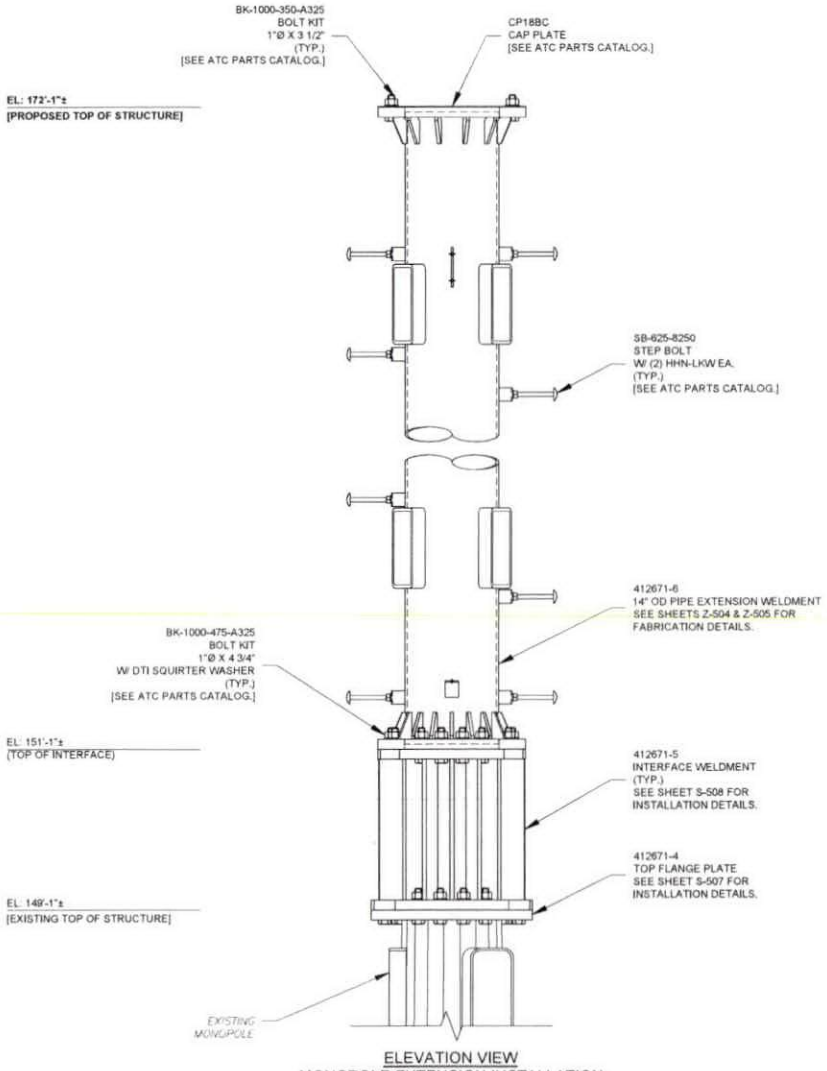
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INTERFACE WELDMENT
INSTALLATION DETAILS

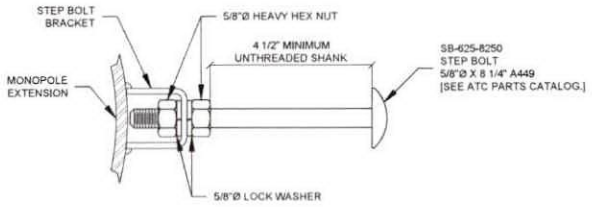
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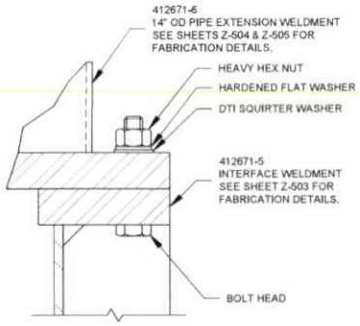
ELEVATION VIEW
MONOPOLE EXTENSION INSTALLATION

NOTES:

1. ALIGN NEW EXTENSION WELDMENT SAFETY CLIMB BRACKETS TO MATCH EXISTING SAFETY CLIMB SYSTEM AND CLIMBING PATH.
2. REMOVE EXISTING SAFETY CLIMB CABLE AND ASSOCIATED HARDWARE / MOUNTS. INSTALL NEW ATC-APPROVED SAFETY CLIMB SYSTEM WITH NEW 3/8"Ø SAFETY CLIMB CABLE. ENSURE 100% TIE-OFF IS MAINTAINED AND CABLE IS FREE OF ALL OBSTRUCTIONS. CONTRACTOR SHALL INSTALL THE PROVIDED SAFETY CLIMB IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.



STEP BOLT INSTALLATION
TYPICAL DETAIL



FLANGE BOLT INSTALLATION
TYPICAL DETAIL

1. ALL FLANGE BOLTS SHALL BE TIGHTENED USING DTI SQUIRTER WASHERS FOR TENSION VERIFICATION. SEE SHEET G-002 FOR DETAILS.
2. PROPER TORQUE GENERATING EQUIPMENT, WHICH MAY INCLUDE IMPACT WRENCHES, IS REQUIRED IN ORDER TO ACHIEVE DTI COMPRESSION WITH SQUIRT INDICATION. MANUFACTURER GUIDELINES FOR DTI INSTALLATION ARE TO BE FOLLOWED.

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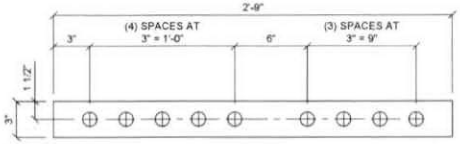
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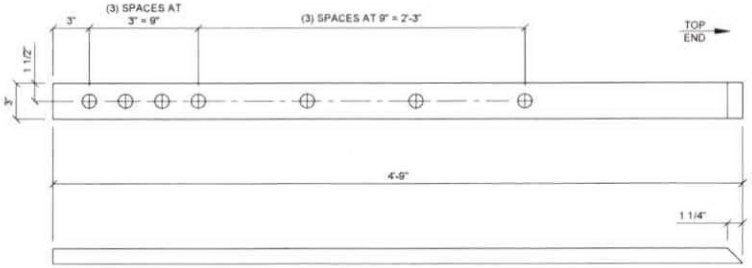
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MONOPOLE EXTENSION
INSTALLATION DETAILS

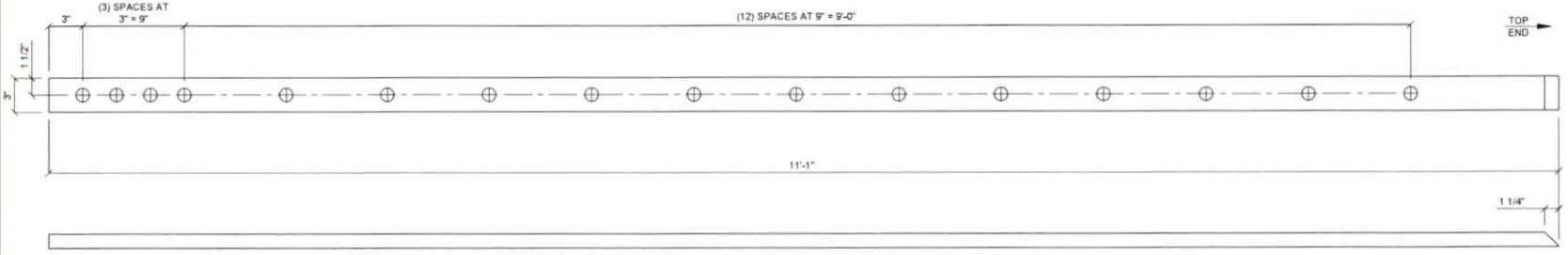
SHEET NUMBER:	REVISION:
S-509	0



412671-3
SPLICE PLATE



412671-2
PLATE REINFORCEMENT



412671-1
PLATE REINFORCEMENT

412671-3	PL 1 1/4" X 3"	2'-9"		35.1#	36.8#
412671-2	PL 1 1/4" X 3"	4'-9"		60.6#	63.6#
412671-1	PL 1 1/4" X 3"	11'-1"		141.4#	148.5#
PART NO.	**DESCRIPTION**	**LENGTH**	**NOTES**	**BLK WT**	**GALV WT**
MATERIAL: A572 GR. 65		**FINISH:** GALVANIZED		**HOLES:** 1-3/16"Ø	
TOLERANCE NOTE: TOLERANCES ON DIMENSIONS ARE ±0.030" FOR MACHINING AND ±0.060" FOR STRUCTURAL, U.N.O.					

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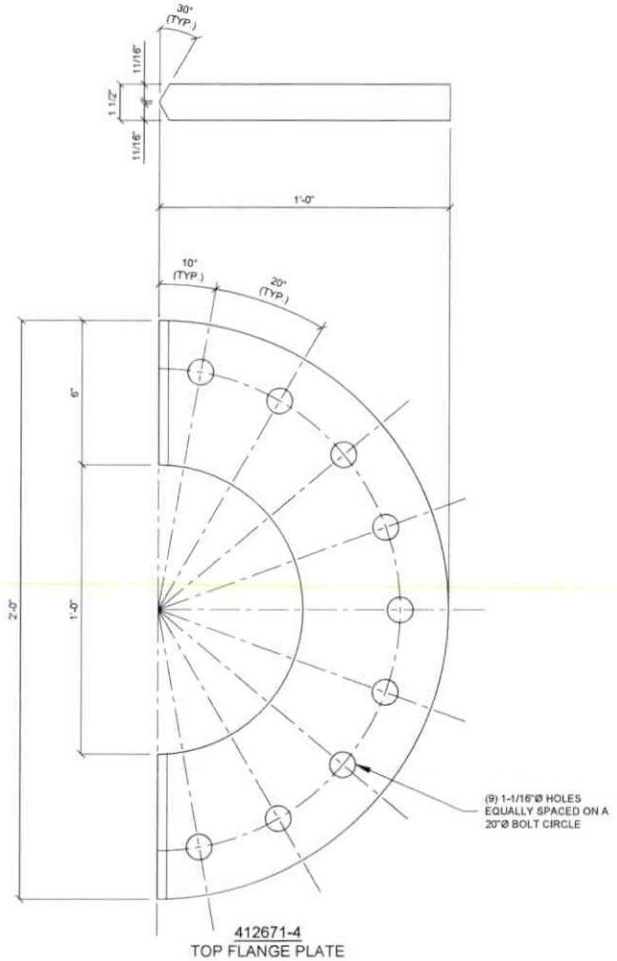
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PLATE REINFORCEMENT
FABRICATION DETAILS

SHEET NUMBER:	REVISION:
Z-501	0



412671-4
TOP FLANGE PLATE

412671-4	PL 1 1/2" X 12"	2'-0"	A572 GR. 50 / ROUND	72.2#	75.8#
PART NO.	DESCRIPTION	LENGTH	NOTES	BLK WT	GALV WT
MATERIAL: A36 U.N.O.		FINISH: GALVANIZED		HOLES: AS NOTED	
TOLERANCE NOTE: TOLERANCES ON DIMENSIONS ARE ±0.030" FOR MACHINING AND ±0.060" FOR STRUCTURAL, U.N.O.					

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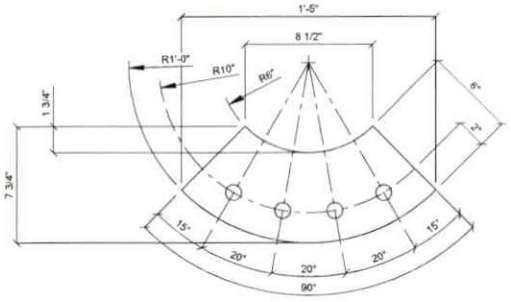
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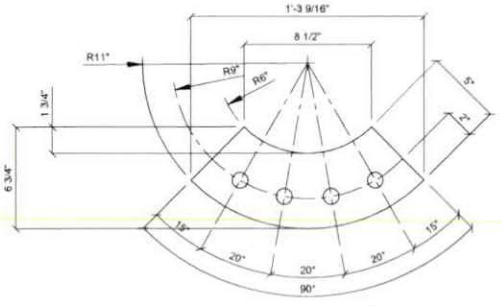
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TOP FLANGE PLATE
FABRICATION DETAILS

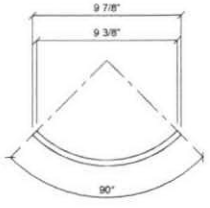
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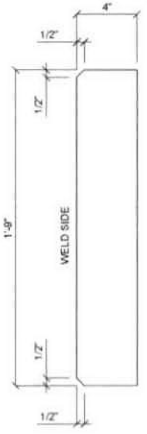
(pa)
FLANGE PLATE



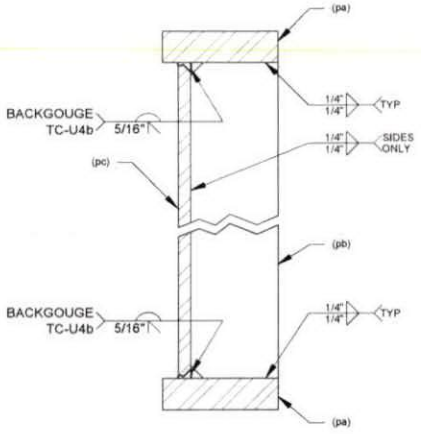
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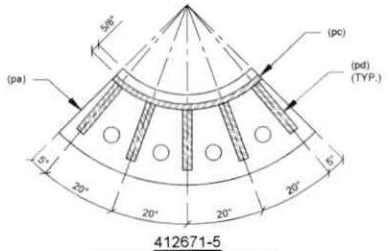
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PARTIAL PIPE



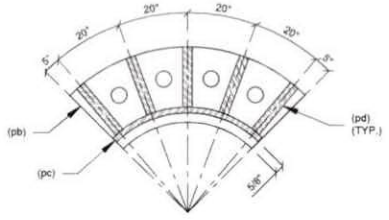
(pd)
STIFFENER



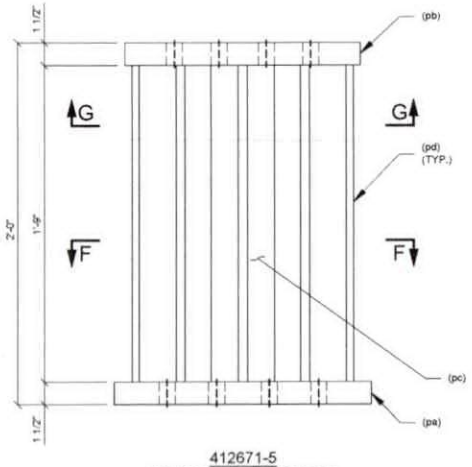
WELD DETAIL
TYPICAL DETAIL



412671-5
INTERFACE WELDMENT
SECTION "F-F"



412671-5
INTERFACE WELDMENT
SECTION "G-G"



412671-5
INTERFACE WELDMENT
ELEVATION VIEW

(pd)	5	PL 5/8" X 4"	1'-9"	A53 GR. B	74.2#
(pc)	1	14" OD X 0.375 PARTIAL PIPE	1'-9"	A53 GR. B	23.9#
(pb)	1	PL 1 1/2" X 6 3/4"	1'-3 9/16"	SHAPE	28.4#
(pa)	1	PL 1 1/2" X 7 3/4"	1'-5"	SHAPE	36.1#
412671-5	1	INTERFACE WELDMENT	2'-0"		162.6#
PART NO.	**QTY**	**DESCRIPTION**	**LENGTH**	**NOTES**	**BLK WT**
MATERIAL: A572 GR. 50		**FINISH:** GALVANIZED	**HOLES:** 1-1/16"Ø	**GALV WT:**	170.7#

TOLERANCE NOTE: TOLERANCES ON DIMENSIONS ARE ±0.030" FOR MACHINING AND ±0.060" FOR STRUCTURAL, U.N.O.

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REV.	DESCRIPTION	BY	DATE
0	FIRST ISSUE	RFL	02/25/25

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ATC SITE NAME:
OLD SHELL ROAD
ALABAMA

SITE ADDRESS:
6710 OLD SHELL ROAD
MOBILE, AL 36608

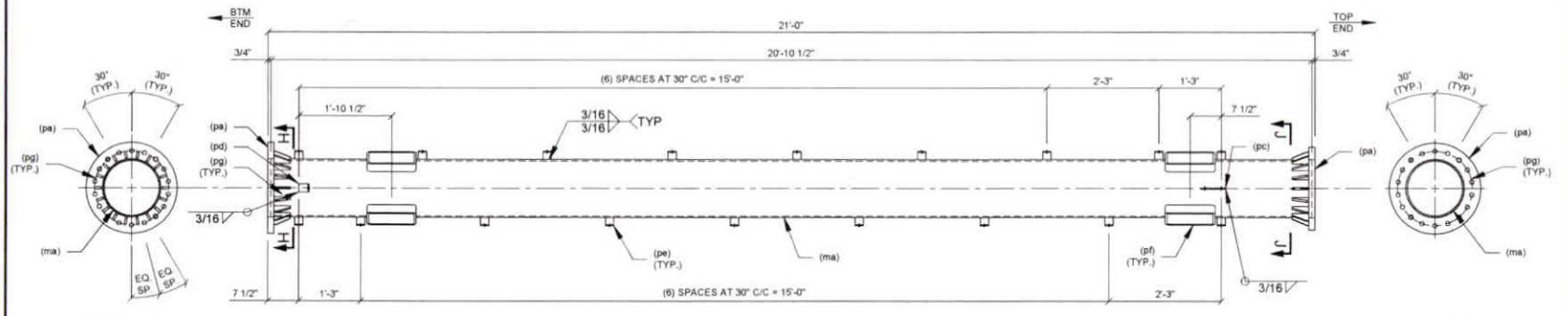
ALABAMA LICENSED No. 35283 PROFESSIONAL ENGINEER JOSHUA H. WALTON

Digitally Signed: 2025-03-03

DRAWN BY:	RFL
APPROVED BY:	MER
DATE DRAWN:	02/25/25
ATC JOB NO:	14110659_C6_07

INTERFACE WELDMENT
FABRICATION DETAILS

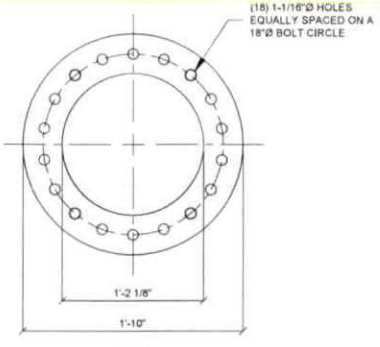
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Z-503	0



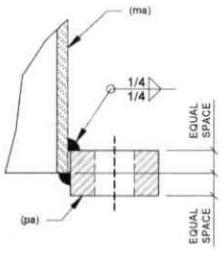
SECTION "H-H"

TOP VIEW

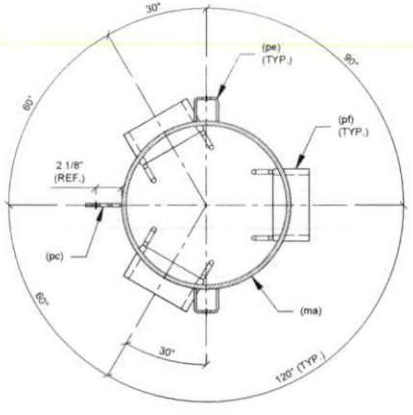
412671-6
14" OD PIPE EXTENSION WELDMENT



(pa)



FLANGE PLATE WELD DETAIL
TYPICAL DETAIL BOTH ENDS



SECTION "J-J"

(pg)	24	PL 1/2" X 2"	0'-4"	A572 GR. 50 / SHAPE	Z-505	17.9#
(pf)	6	PORTHOLE WELDMENT	0'-3"		Z-505	85.2#
(pe)	18	STEP BOLT BRACKET	0'-2"		Z-505	10.8#
(pd)	1	L 3" X 2 1/2" X 1/4"	0'-2"		Z-505	0.8#
(pc)	1	PL 1/4" X 3"	0'-6"		Z-505	1.3#
(pa)	2	PL 1 1/2" X 22"	1'-10"	A572 GR. 50 / ROUND	Z-504	190.1#
(ma)	1	14" OD X 0.375" PIPE	20'-10 1/2"	A53 GR. B / SC2E	Z-504	1140.2#
412671-6	1	14" OD PIPE EXTENSION WELDMENT	21'-0"		Z-504	1446.2#
PART NO.	**QTY**	**DESCRIPTION**	**LENGTH**	**NOTES**	**SHEET**	**BLK WT**
MATERIAL: A36 U.N.O.		**FINISH:** GALVANIZED	**HOLES:** AS NOTED		**GALV WT:**	1518.5#
TOLERANCE NOTE: TOLERANCES ON DIMENSIONS ARE ±0.030" FOR MACHINING AND ±0.060" FOR STRUCTURAL, U.N.O.						

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412671
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ALABAMA

SITE ADDRESS:
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MOBILE, AL 36608

ALABAMA LICENSED No. 35283 PROFESSIONAL ENGINEER JOSHUA H. WALTON

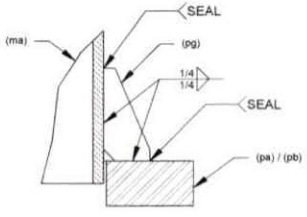
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DRAWN BY:	RFL
APPROVED BY:	MER
DATE DRAWN:	02/25/25
ATC JOB NO:	14110659_C6_07

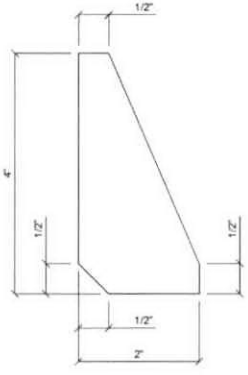
MONOPOLE EXTENSION WELDMENT FABRICATION DETAILS

SHEET NUMBER:	REVISION:
Z-504	0

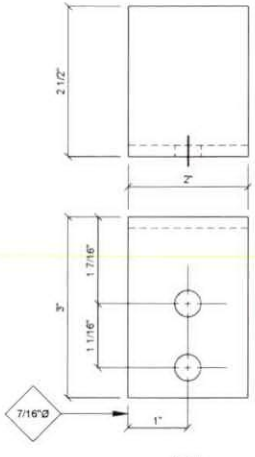
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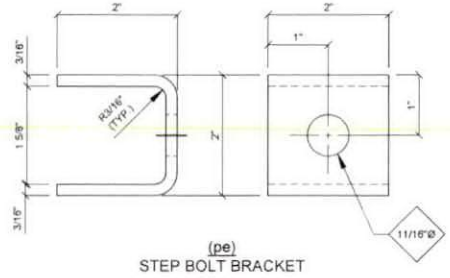
STIFFENER WELD DETAIL
TYPICAL DETAIL BOTH ENDS



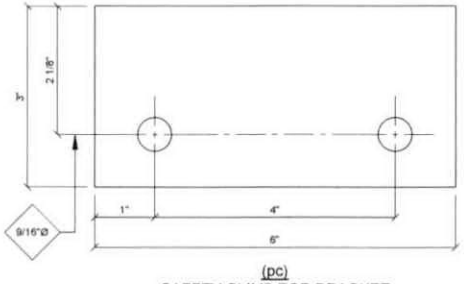
(pg)
STIFFENER



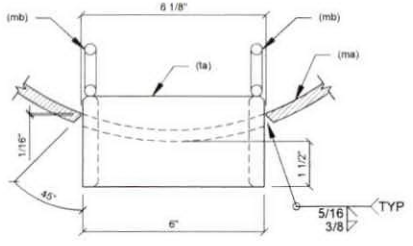
(pd)
SAFETY CLIMB STANDOFF BRACKET



(pe)
STEP BOLT BRACKET



(pc)
SAFETY CLIMB TOP BRACKET



(pf)
PORTHOLE INSTALLATION
WELDING DETAIL

(pf)
PORTHOLE DETAIL
NOTE: CHAMFER ALL
INSIDE EDGES 1/8" (TYP.)

(mb)
KELLUM HOOK

(mb)	2	3/8"Ø SR	0'-5 1/16"		0.3#
(ta)	1	HSS 12" X 6" X 0.500"	0'-3"	A500 GR. B	13.9#
(pf)	1	PORTHOLE WELDMENT	0'-3"		14.2#
PART NO.	**QTY**	**DESCRIPTION**	**LENGTH**	**NOTES**	**BLK WT**
MATERIAL: A36 U.N.O.		**FINISH:** GALVANIZED	**HOLES:** N/A	**GALV WT:** N/A	

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ALABAMA LICENSED No. 35283 PROFESSIONAL ENGINEER JOSHUA H. WALTON

Digitally Signed: 2025-03-03

DRAWN BY:	RFL
APPROVED BY:	MER
DATE DRAWN:	02/25/25
ATC JOB NO:	14110659_C6_07

MONOPOLE EXTENSION
SUB-WELDMENT
FABRICATION DETAILS

SHEET NUMBER:	REVISION:
Z-505	0

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Agenda Item # 7

MOD-003487-2025

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

Applicant Materials for Consideration – Planning Approval Modification

DETAILS

Location:
6710 Old Shell Road

Applicant / Agent:
American Tower Corporation (Amanda Novas, TruNorthe, LLC, Agent)

Property Owner:
DAC Properties, Inc.

Current Zoning:
B-2, Neighborhood Business Suburban District

Future Land Use:
Mixed Commercial Corridor

Applicable Codes, Policies, and Plans:
- Unified Development Code
- Map for Mobile Comprehensive Plan

Schedule for Development:
- Immediately following all approvals

Proposal:
- Modification of a previously approved Planning Approval.

Considerations:
1. Modification of a previously approved Planning Approval with eight (8) conditions.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 5
Exhibits 7

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 7 DATE November 20, 2025

APPLICANT American Tower Corporation (Amanda Novas, TruNorthe, LLC, Agent)

REQUEST PA Modificaion

N

NTS

SITE HISTORY

The subject site was annexed into the City in 1956.

With the adoption of the Zoning Ordinance in 1967, the site was assigned an R-1, Single-Family Residential District zoning classification.

In September 1993, the Planning Commission considered a request for Rezoning from R-1 to B-2, Neighborhood Business District, but recommended denial of the request. The City Council ultimately approved the Rezoning.

In October 1993, the site was made a legal lot of record with the approval and recording of the three (3)-lot Nolfe Commercial Subdivision.

In October 1994, a Planned Unit Development (PUD) was approved by the Planning Commission to allow retail and storage warehouses on the site.

In August 1996, the Planning Commission approved a Planning Approval to allow a 150-foot-tall steel monopole communications tower on the site.

In October 1996, the Board of Zoning Adjustment approved Tower Height and Setback Variances to allow a 150-foot-tall steel monopole communications tower in a B-2 District, with a reduced setback from the property lines less than the tower height.

In October 2000, the Board approved a Use Variance to allow a boat and RV storage facility in a B-2 District for the site.

On October 6, 2025, the Board was scheduled to hear Height and Setback Variances for the subject site to amend the Tower Height and Setback Variances approved in October 1996 to allow a 172.1-foot tall telecommunications tower. However, that application was heldover to the November 3, 2025 Board meeting to allow the applicant to have a representative present. That application was subsequently heldover from the November meeting to the December 1st meeting due to a staff determination that a Residential Buffer Variance would also be necessary due to the fact that there is now a residential apartment complex with buildings within the 200-foot (or 150% of the tower height) separation requirement from the tower.

STAFF COMMENTS

Engineering Comments:

ADD THE FOLLOWING NOTES TO THE SITE PLAN:

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

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

4. 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.
5. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

No comments.

Urban Forestry Comments:

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

Fire Department Comments:

All projects located within the City Limits of Mobile shall comply with the provisions of the City of Mobile Fire Code Ordinance, which adopts the 2021 edition of the *International Fire Code (IFC)*.

Fire apparatus access roads shall be provided to within 150 feet of all non-sprinklered commercial buildings and within 300 feet of all sprinklered commercial buildings, as measured along an approved route around the exterior of the facility.

An approved fire water supply capable of meeting the requirements set forth in *Appendices B and C* of the 2021 IFC shall be provided for all commercial buildings.

Fire hydrant placement shall comply with the following minimum standards:

- Within 400 feet of non-sprinklered commercial buildings
- Within 600 feet of sprinklered commercial buildings
- Within 100 feet of fire department connections (FDCs) serving standpipe or sprinkler systems

Although the *International Residential Code (IRC)* functions as a stand-alone document for the construction of one- and two-family dwellings and townhouses, it does not govern the design or layout of emergency access or community-level fire protection infrastructure. Therefore, residential developments must also comply with the applicable requirements of the *International Fire Code*, including, but not limited to, those listed above concerning the design, construction, regulation, and maintenance of fire apparatus access roads and fire protection water supplies.

Planning Comments:

The applicant proposes to extend the height of the existing telecommunications tower on the subject site from the 150 feet approved by the August 1996 Planning Approval, to 172.1 feet. As Planning Approvals are site-plan- and use-specific, a Major Modification is now required by the Unified Development Code (UDC) to modify any aspects of the previous approval.

The subject site is zoned B-2, Neighborhood Business Suburban District, in which a Special Exception is now required by the Unified Development Code (UDC) through the Board of Zoning Adjustment for Telecommunications Facilities which require a Class 4 permit. The Zoning Ordinance required a Planning Approval for telecommunications facilities in a B-2 District at the time of the tower's original approval in 1996. The UDC now requires that approval to be modified via a Major Modification; hence this application. A detailed project description, along with all associated application materials, is available through the link provided on Page 1 of this report.

As previously noted, the Board of Zoning Adjustment (BOA) was scheduled to hear Tower Height and Setback Variances at its November 3, 2025 meeting to allow the increased tower height and reduced property line setbacks in a B-2, Neighborhood Business Suburban District. However, prior to that meeting, staff also determined that, due to the recently constructed Ivy Row at South apartment complex, a Residential Buffer Variance would also be required, as buildings within that complex are within the required 200-foot (or 150% of the tower height) required separation. If this Modification is approved, it should be subject to the approval of Tower Height, Tower Setback and Tower Residential Buffer Variances being reviewed by the Board of Zoning Adjustment.

Modification of the previously approved Planned Unit Development (PUD) is not necessary at this time since no changes to the site configuration are proposed with this request. However, any future development or redevelopment may require additional PUD and Planning Approval modifications to be approved by the Planning Commission and City Council. A note stating this should be placed on the final Planning Approval site plan.

If approved, a revised Modified Planning Approval site plan (hard copy and PDF) must be submitted to and approved by Planning and Zoning prior to recording with Probate Court, per Section 64-5-8-B.2(f) of the UDC.

PLANNING APPROVAL MODIFICATION CONSIDERATIONS

Standards of Review:

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

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

1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

    a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
    b. Includes adequate public facilities and utilities;
5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and

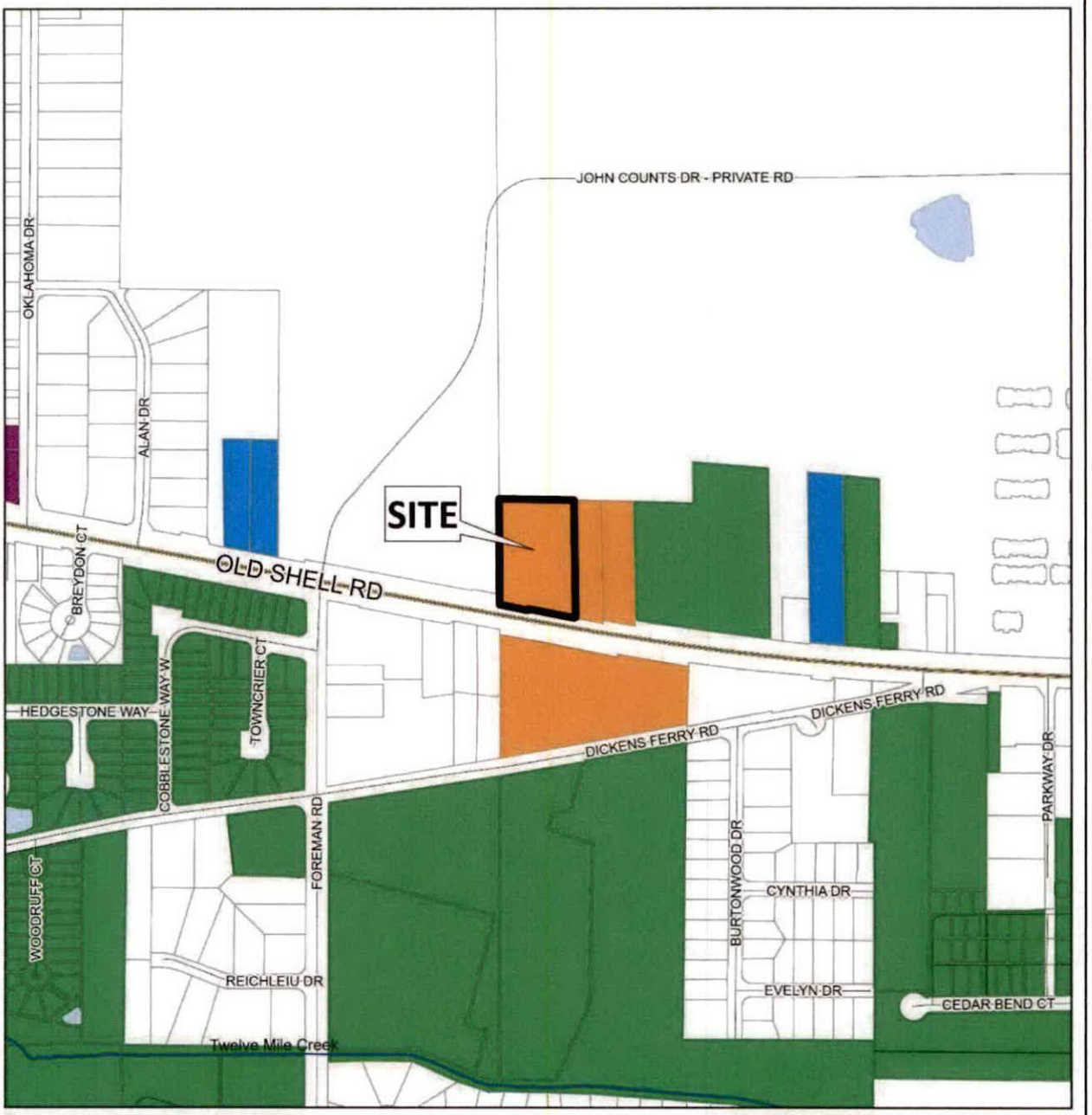
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

Considerations:

If the Planning Commission considers approval of the request, the following conditions could apply:

1. Approval of Tower Height, Tower Setback and Tower Residential Buffer Variances by the Board of Zoning Adjustment;
2. Placement of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD and Planning Approval modifications, subject to approval by the Planning Commission and City Council;
3. Compliance with all Engineering comments noted in this staff report;
4. Placement of a note on the revised site plan stating all Traffic Engineering comments noted in this staff report;
5. Compliance with all Urban Forestry comments noted in this staff report;
6. Compliance with all Fire Department comments noted in this staff report;
7. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
8. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 7 DATE November 20, 2025

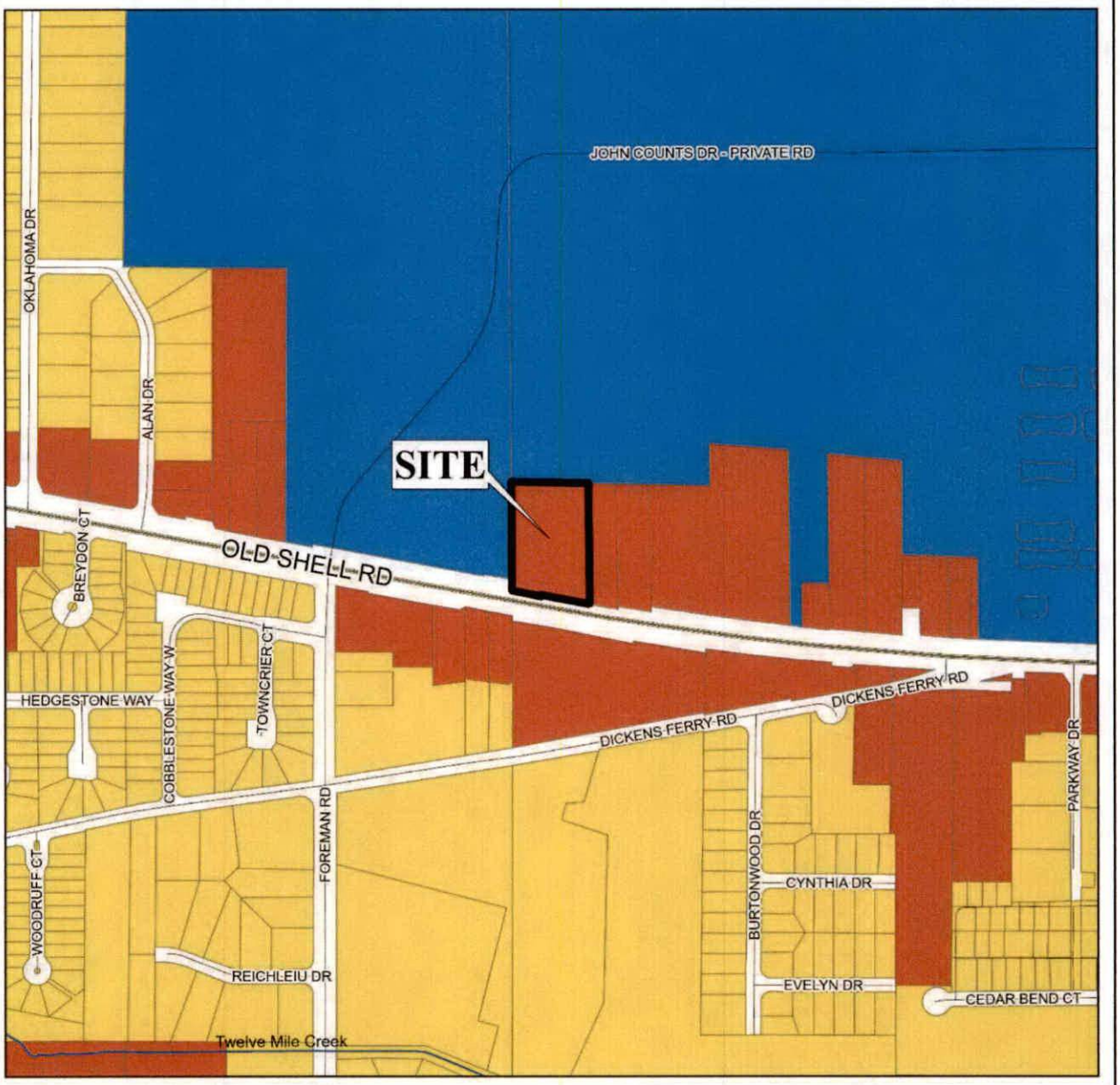
APPLICANT American Tower Corporation (Amanda Novas, TruNorthe, LLC, Agent)

REQUEST PA Modificaion

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 7 DATE November 20, 2025

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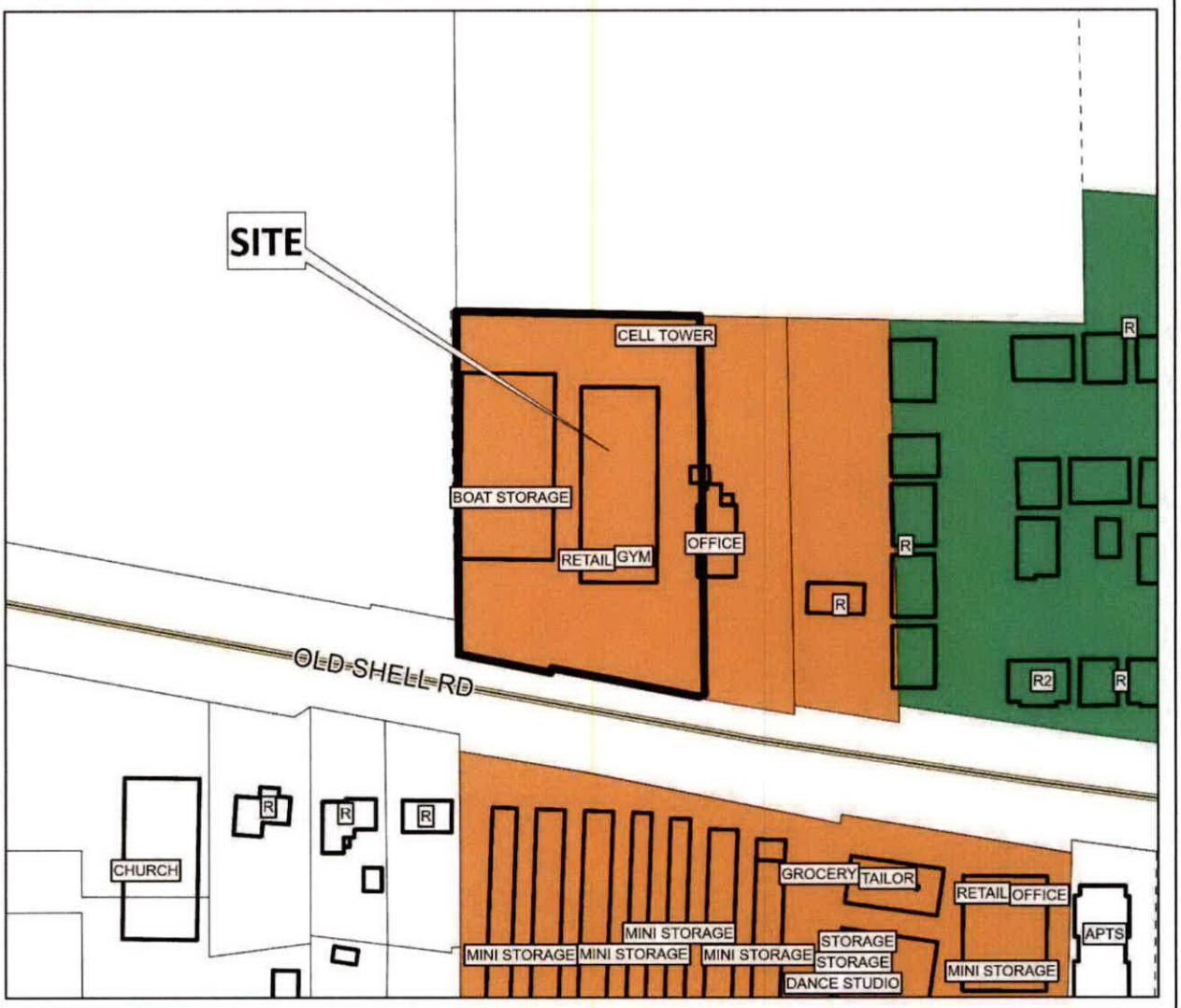
REQUEST PA Modificaion

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 7 DATE November 20, 2025

APPLICANT American Tower Corporation (Amanda Novas, TruNorthe, LLC, Agent)

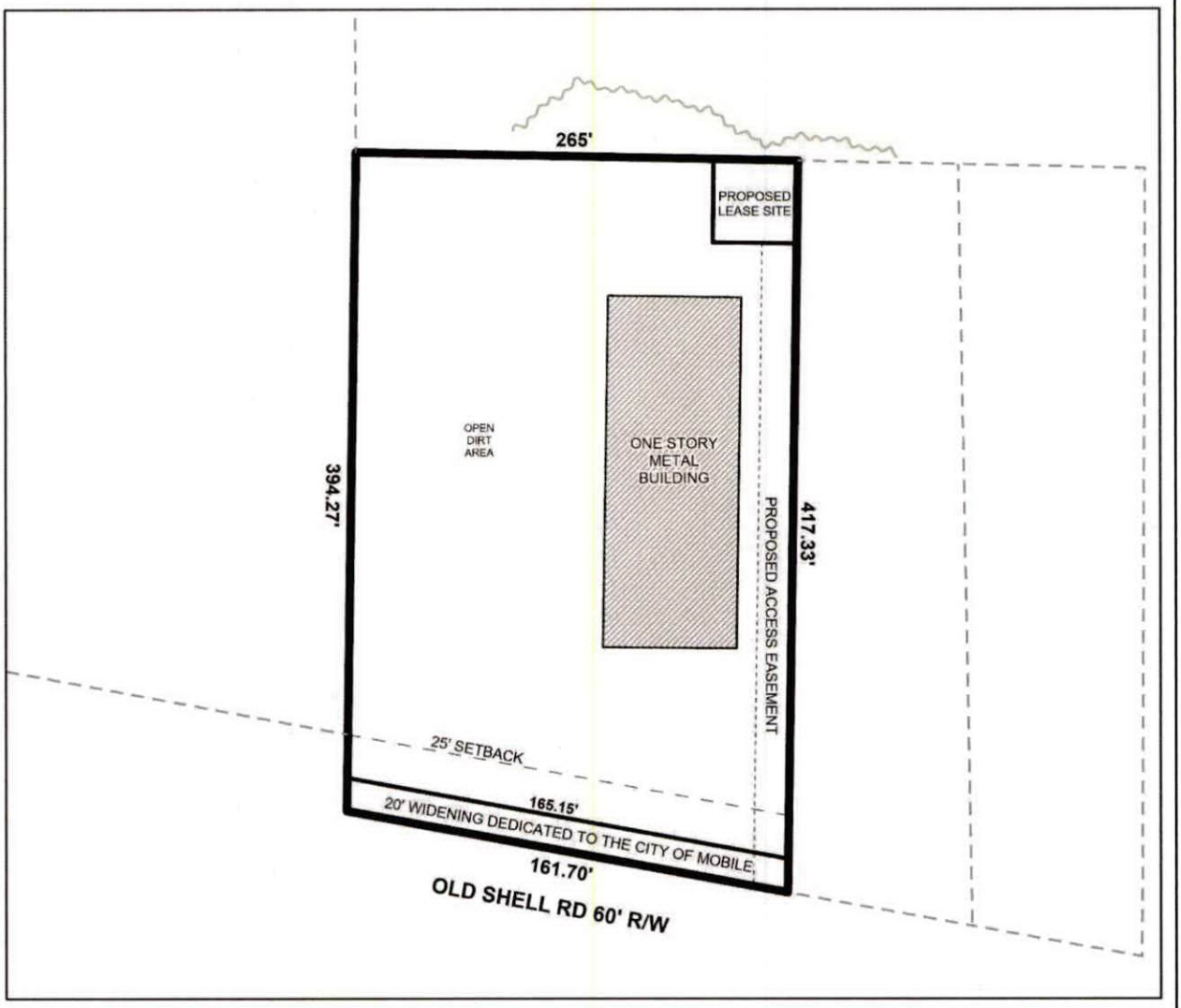
REQUEST PA Modificaion

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	

N

NTS

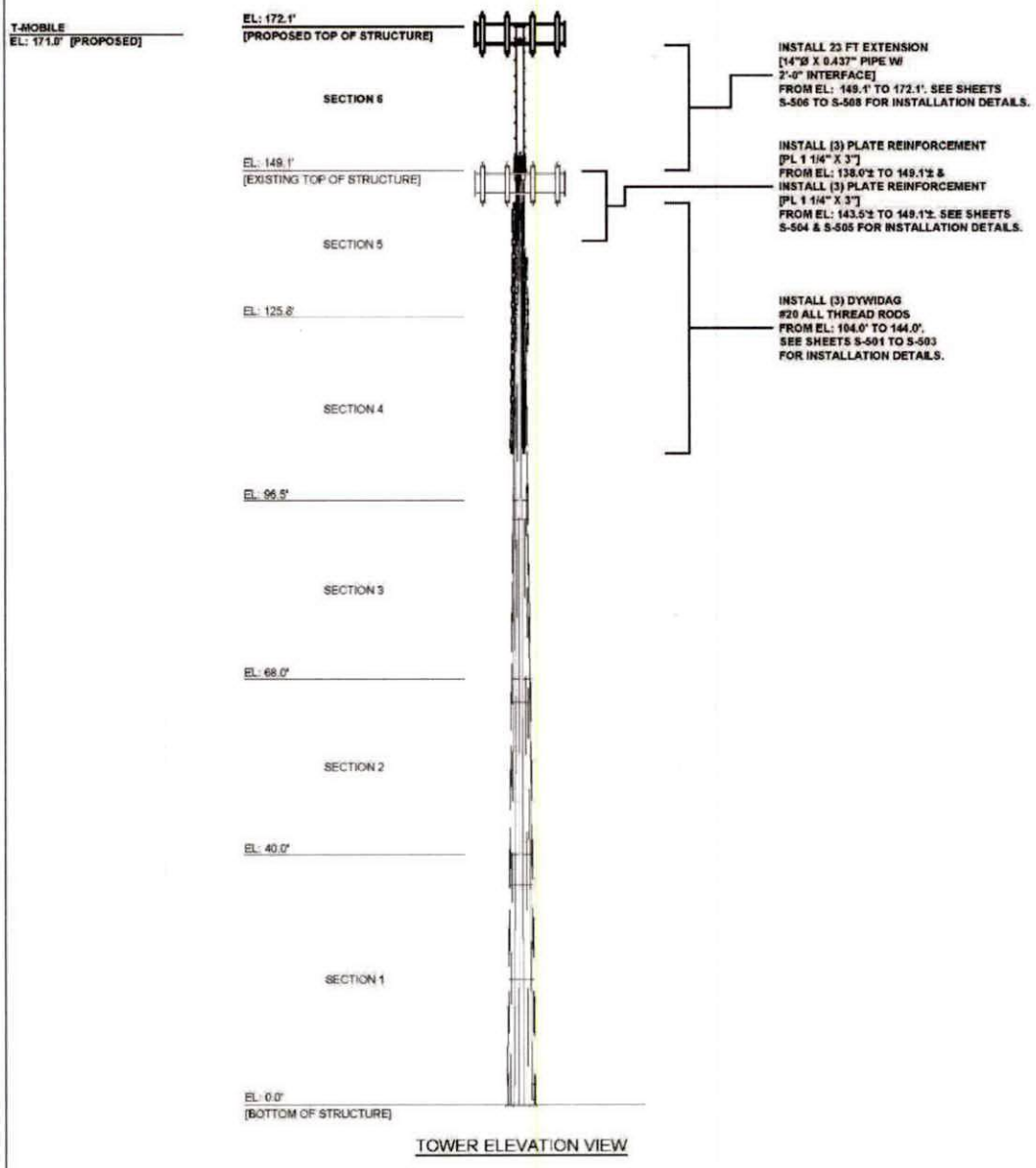
SITE PLAN



The site plan illustrates existing buildings, proposed tower placement, and setbacks.

APPLICATION NUMBER 7 DATE November 20, 2025 APPLICANT American Tower Corporation (Amanda Novas, TruNorthe, LLC, Agent) REQUEST PA Modificaion	N NTS

DETAIL SITE PLAN



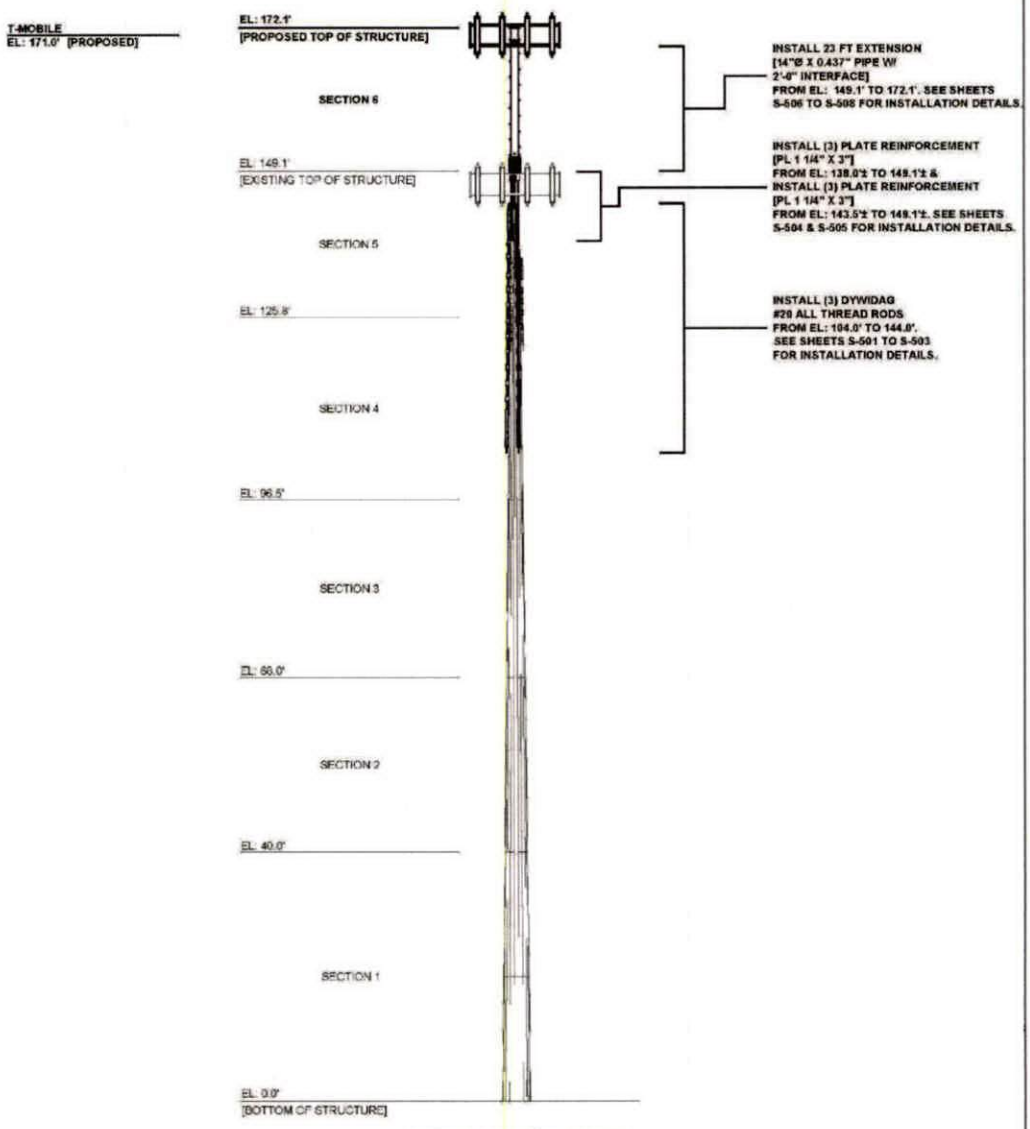
TOWER ELEVATION VIEW

APPLICATION NUMBER	7	DATE	November 20, 2025
APPLICANT	American Tower Corporation (Amanda Novas, TruNorthe, LLC, Agent)		
REQUEST	PA Modificaion		

N

NTS

DETAIL SITE PLAN



TOWER ELEVATION VIEW

APPLICATION NUMBER _____ DATE _____

APPLICANT _____

REQUEST _____

N

NTS

FUTURE LAND USE MAP CORRESPONDENCE TO ZONING

A primary purpose of the Future Land Use Map is to guide zoning decisions. In many cases the designation on the FLUM may match the existing use of land, but in others the designated land use may differ from what is on the ground today. For example, a parcel that is in commercial use today but designated as any of the "mixed use" types on the map could redevelop with a mix of residential and commercial uses (such as retail, office, entertainment, etc., depending on the location).

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 correspondence between the FLUM and the zoning district structure is described in the matrix below. This tool gives the City the flexibility over the long-term to determine appropriate changes to the zoning map based on various factors.

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.

Zoning correspondence matrix

■ Zoning district is appropriate to implement the future land use category.

U S Zoning district with Urban or Suburban subdistrict is appropriate to implement the future land use category.

○ Elements of the zoning district are related to the future land use category and may be appropriate with qualifications or conditions.

□ Zoning district is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

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

MIXED COMMERCIAL CORRIDOR (MCC)

This land use designation mostly applies to transportation corridors west of I-65 serving primarily the low-density (suburban) residential neighborhoods. MCC includes a wide variety of retail, services and entertainment uses. This designation acknowledges existing commercial development that is spread along Mobile's transportation corridors in a conventional strip pattern or concentrated into shorter segments of a corridor.

Development Intent

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

Land use mix

Primary Uses

- Commercial
- Office

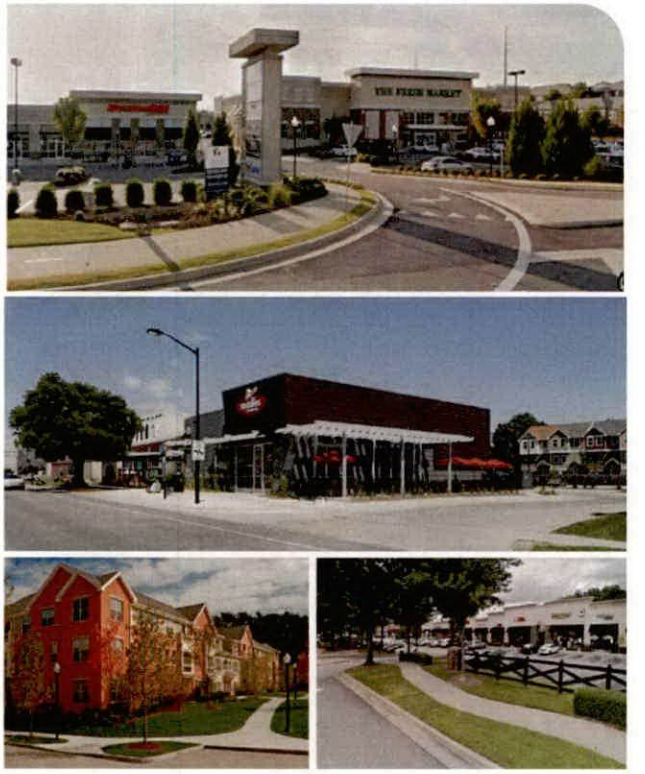
Secondary Uses

- Residential, Multifamily
- Residential, Attached
- Civic
- Parks

Housing mix

- Multifamily buildings
- Attached residential such as duplexes, multiplexes, and townhomes

Character Example



R E S O L U T I O N

Sponsored by: Councilmember Josh Woods, District 6

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that William Guess is re-appointed to the Board of Adjustment effective immediately for a term ending January 13, 2029.

Adopted:

_____
City Clerk

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 is authorized to apply, accept and receive from the U.S. Department of Transportation (DOT), grant assistance up to the amount of $25,000,000.00 in support of the FY 2026 Better Utilizing Investments to Leverage Development (BUILD) Grant Program. 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 U.S. Department of Transportation. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

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 **9th** day of **December**, 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 **9th** day of **December, 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.**1673** 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

58-1516 **2025**

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 #1673** 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 **13th 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: DEC 0 9 2025

Lisa C. Lambert

City Clerk

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Pafenbach, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **December 1, 2025**

SUBJECT: WEED LIEN GROUP **1673**

Attached, please find Assessment Lists for Weed Lien Group Number **1673** 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): 12/9/2025

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING): 1/13/2026

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): 12/11/2025

LEGAL NOTICE DUE TO MOBILE LAGNIAPPE: 12/25/2025

LEGAL NOTICE ADS: 12/31/2025-1/7/2026

POSTING DATE: 1/6/2026

Copy to: Marchetta Taite

	WEED LIEN	
	CONTRACT NUMBER	
	1673	Res. No.
12/9/2025	LOTS TO BE DECLARED	58-
1/13/2026	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	610 Rickarby St	67676	97570		2	
2	1565 Duval St	72463	97573		3	
3	1814 LaSalle St	58973	97574		2	
4	666 Ruth St	53065	97575		2	
5	668 Ruth St	53067	97576		2	
6	0 McArthur St	70463	97578		1	
	Par. No. (29 02 44 0 009 022.XXX)					
7	0 Northwest Dr	70181	97579		1	
	Par. No. (29 03 07 1 000 033XXX)					
8	1057 Rotterdam St	50383	97580		2	
9	1317 Lola St	65542	97581		2	
10	1102 Rotterdam St	50391	97582		2	
11	1307 Willow Lane	50932	97587		3	
12	1300 Silver Dr	70918	97588		1	
13	2650 Main St	67788	97589		1	
14	0 Next St	67677	97590		1	
	Par. No. (29 02 44 0 013 373.XXX)					
15	357 Cassidy St	70433	97591		2	
16	705 Petit Ave	61364	97593		1	
17	615 Dexter Ave	69572	97594		2	
18	0 Lemon St	69086	97595		2	
	Par. No. (29 10 28 4 004 053.XXX)					
19	2500 Greenlawn Dr	56537	97600		3	
20	1812 Brownlee St	51170	97601		1	
				$ -		

Numbers of lots cut District total for this group		Numbers of lots cut	
1	7	1	
2	10	2	
3	3	3	
4	0	4	
5	0	5	
6	0	6	
7	0	7	
	20		0

*ADD Added in from other Groups

*CBO Cut By Owner

*N/A Taken out by Inspector

Larry Jackson 12-2-25

Manchatha Wute 12-2-25

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

M E M O R A N D U M

TO: Lana Pafenbach, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **December 29, 2025**

SUBJECT: **Weed Lien Group 1668 Invoices for Council Agenda**

Attached, please find invoices for completed Weed Lien Group Number(s) **1668.** Please place these on the City Council's Agenda for **January 13, 2026.**

If you have any questions, please do not hesitate to contact me. Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite

	WEED LIEN	
	CONTRACT NUMBER	5631
	1668	Res. No.
9/9/2025	LOTS TO BE DECLARED	58-1158
10/14/2025	LOTS FOR PUBLIC HEARING	58-1276
1/13/2026	LOTS TO BE ASSESSED FOR COST	58-

		OLD SRO		Amount		N/A
No.	Address	CASE #	CASE #	Assessed	Dis	CBO
1	550 Church Street	53124	65555	$ 50.00	2	CBO
2	0 Cody Road N	50447	65556	$ 385.00	7	
	Par. No. (28 04 18 1 001 003.XXX)					
3	3217 Brown Road	54981	65557	$ 50.00	3	CBO
4	3511 Keeling Road	54986	65558	$ -	3	CBD
5	7131 Old Military Road	52669	65559	$ -	4	CBD
6	564 Reynolds Avenue	38079	65560	$ 455.00	1	
7	1850 Herman Street	52559	65561	$ -	1	CBD
8	1352 Menas Avenue	53269	65563	$ 1,750.00	2	
9	512 Patton Avenue	52754	65564	$ 595.00	2	
10	2019 Diggs Avenue	51628	65565	$ 630.00	1	
11	1158 Gorgas Street	59702	65566	$ 50.00	3	CBO
12	1218 Hercules Street	52335	65567	$ -	2	CBD
13	355 Westwood Street	52026	65568	$ 315.00	5	
14	3016 Curry Dr E	51487	65569	$ 50.00	3	CBO
15	2101 Hoppin Street	51776	65570	$ 350.00	3	
16	1857 Forest Oaks Dr	51520	65571	$ 50.00	7	CBO
17	1812 Como Street	51263	65572	$ 50.00	1	CBO
18	1215 Jessie Street	51831	65574	$ 50.00	1	CBO
19	405 Robbins Street	54950	65575	$ 385.00	2	
20	404 Robbins Street	54942	65576	$ 458.00	2	
				$ 5,673.00		

Numbers of lots cut

District total for this group	
1	5
2	6
3	5
4	1
5	1
6	0
7	2
	20

Numbers of lots cut

1	2
2	4
3	1
4	0
5	1
6	0
7	1
	9

*ADD Added in from other Groups

*CBO Cut By Owner

*N/A Taken out by Inspector

*WL Wooded Lot

12/31/25

Marchetta Scute

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

December 29, 2025

Lot Owner: **NOVOMOB INC**

Address: **602 CHURCH ST**

City, State, Zip: **MOBILE, AL 36602-1602**

Group Number: **1668** Item # **1**

Lot Description: **COMG AT SW COR OF GOV ST & CEDAR ST TH SLY ALG W/L OF CEDAR ST 238.03 FT TO SE COR OF LOT 2 FOR POB OF PPTY HEREIN DESC TH CONT SLY ALG SD W/L 111.25 FT TO NW COR OF CEDAR ST & CHURCH ST TH WITH INTERIOR ANG OF 86 DEG 53 MIN 54 SEC WLY ALG N/L OF CHURCH ST 105.21 FT TO SE COR OF LOT 1 BUDGETT INN GOV ST TH WITH INTERIOR ANG OF 92 DEG 55 MIN 22 SEC NLY ALG E/L OF LOT 1 DIS 106.01 FT TO PT ON S/L OF LOT 2 TH WITH INTERIOR ANG OF 89 DEG 56 MIN ELY ALG S/L OF LOT 2 DIS 104.73 FT TO POB #SEC 40 T4S R1W #MP29 06 40 0 010 (29 06 40 0 010 220.XXX) 550 CHURCH ST**

Nuisance Date: 9/9/2025 Posting Date: 10/7/2025 Hearing Date: 10/14/2025

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	5,772	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Shelia Dean
SECRETARY

Marketta Dante
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

December 29, 2025

Lot Owner: **SHOEMAKER ED & MARIE**

C/O RUTH RICHARDSON

Address: **2231 REPUBLIC WAY**

City, State, Zip: **MISSOURI CITY, TX 77489**

Group Number: **1668** Item # **2**

Lot Description: **BEG NE COR OF S 1/2 OF NE 1/4 OF NE 1/4 OF NE 1/4 SEC 18 T4S R2W TH W 25 FT(S) TO S/L CODY RD FOR POB TH W 160 FT TH S 50 FT TH E 160 FT TH N 50 FT TO BEG #SEC 18 T4S R2W #MP28 04 18 1 001 (28 04 18 1 001 003.XXX) 0 CODY RD**

Nuisance Date: 9/9/2025 Posting Date: 10/7/2025 Hearing Date: 10/14/2025

Date lot was cut: 12/16/2025 Contractor: Jerry Jones

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	7,064	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	30	$	7.00	$	210.00
		Total Project Cost:			$	385.00

Shelia Dean
SECRETARY

Marchetta Davis
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

December 29, 2025

Lot Owner: **195 LLC**

C/O JASNIKKI PROPERTIES LLC

Address: **10 LARKSPUR LN**

City, State, Zip: **MONROE TOWNSHIP, NJ 08831-7301**

Group Number: **1668** Item # **3**

Lot Description: **LOT 21 MBK 3 P 468 BEING A RESUB OF LOTS 20 & 21 BLK F OF RIVERSIDE SUB AS PER MBK SHOWING REVISED SURVEY A PLAT OF SD SUB AS REC IN MBK 3 P 296 #SEC 40 T5S R1W #MP32 07 40 0 003 (32 07 40 0 003 016.XXX) 3217 BROWN RD**

Nuisance Date: 9/9/2025 Posting Date: 10/7/2025 Hearing Date: 10/14/2025

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate	11,388	0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

Sheli'a Dean
SECRETARY

Marchetta Tate
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

December 29, 2025

Lot Owner: **Alabama Dept. of Revenue**

Lot Owner: **ATTN: Shelly Tice**

Address: **Property Tax Division**

P. O. Box 327210

City, State, Zip: **Montgomery, AL 36132-7210**

Group Number: **1668** Item # **6**

Lot Description: **LOT 42 KNIPPERS 1ST ADD TO PRICHARD DBK 132 PG 338 #SEC 44 T4S R1W #MP29 02 44 0 014 (29 02 44 0 014 350.XXX) 564 REYNOLDS AVENUE**

Nuisance Date: 9/9/2025 Posting Date: 10/7/2025 Hearing Date: 10/14/2025

Date lot was cut: 12/16/2025 Contractor: Jerry Jones

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	7,080	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	40	$	7.00	$	**280.00**
		Total Project Cost:			$	**455.00**

Shelia Dean
SECRETARY

Marchetta Tate
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

December 29, 2025

Lot Owner: **JONES NORRIS & SYNCERIA Y**

Address: **3375 MAPLELEAF CT**

City, State, Zip: **LITHONIA, GA 30038-3465**

Group Number: **1668** Item # **8**

Lot Description: **LOT 12 BLK 22 TISDALE SUB OF FISHER TRT DBK 75 P 260 COMMONLY KNOWN AS 1352 MENAS AVE MOBILE #SEC 13 T4S R1W #MP29 06 13 0 003 (29 06 13 0 003 242.XXX) 1352 MENAS AVENUE**

Nuisance Date: 9/9/2025 Posting Date: 10/7/2025 Hearing Date: 10/14/2025

Date lot was cut: 12/16/2025 Contractor: Jerry Jones

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	3,800	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	225	$	7.00	$	**1,575.00**
		Total Project Cost:			$	**1,750.00**

Shelia Dean
SECRETARY

Marshetta Coate
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

December 29, 2025

Lot Owner: **DWORAK DYLAN**

Address: **P. O. BOX 51**

City, State, Zip: **CORNISH FLAT, NH 03746-0051**

Group Number: **1668** Item # **9**

Lot Description: **LOTS 50 & 51 BLK 5 DIXIE PARK MBK 3/273 #SEC 25 T4S R1W #MP29 07 25 0 002 (29 07 25 0 002 181.XXX) 512 PATTON AVENUE**

Nuisance Date: 9/9/2025 Posting Date: 10/7/2025 Hearing Date: 10/14/2025

Date lot was cut: 12/16/2025 Contractor: Jerry Jones

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	4,504	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	60	$	7.00	$	**420.00**
		Total Project Cost:			$	**595.00**

Sheila Dean
SECRETARY

Marchetta Scott
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
December 29, 2025

Lot Owner: **WILLIAMS HORTENSE**

Address: **2019 DIGGS AVE**

City, State, Zip: **MOBILE, AL 36617-3321**

Group Number: **1668** Item # **10**

Lot Description: **LOT 138 RICHLAND PL MBK 4 P 133-134 #SEC 42 T4S R1W #MP29 07 42 0 001 (29 07 42 0 001 429.XXX) 2019 DIGGS AVEUNE**

Nuisance Date: 9/9/2025 Posting Date: 10/7/2025 Hearing Date: 10/14/2025

Date lot was cut: 12/16/2025 Contractor: Jerry Jones

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	7,107	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	65	$	7.00	$	**455.00**
		Total Project Cost:			$	**630.00**

Shelia Dean
SECRETARY

Marchetta Foote
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

December 29, 2025

Lot Owner: **RJMA PROPERTIES LLC**

Address: **3705 PANTHER DR**

City, State, Zip: **LOVELAND, CO 80537-3753**

Group Number: **1668** Item # **11**

Lot Description: **LOT 5 SQR 22 OF BASCOMBE TRT BEG AT PT ON N/S OF FLORIDA ST 180 FT W OF NW FOR OF FLORIDA & KELLY STS TH RUN WLY ALG N/S OF FLORIDA ST 45 FT TO THE FRT OF SD LOT EXT NLY 150 FT FOR THE DEPTH OF SD LOT #SEC 37 T4S R1W #MP29 10 37 0 006 (29 10 37 0 006 018.02X) 1158 GORGAS STREET**

Nuisance Date: 9/9/2025 Posting Date: 10/7/2025 Hearing Date: 10/14/2025

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	5,525	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

Shelia Dean
SECRETARY

Marchetta Davis
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
December 29, 2025

Lot Owner: **EVANS RONALD K & CATHA P**

Address: **5319 HWY 90 W SUITE 102 JPMB 170**

City, State, Zip: **MOBILE, AL 36619-4247**

Group Number: **1668** Item # **13**

Lot Description: **LOT 8-B RESUB OF LOT 8 BLK 2 ST TERESA COURT MBK 86/41 #SEC 29 T4S R1W #MP29 09 29 1 001 (29 09 29 1 001 057.XXX) 355 WESTWOOD STREET**

Nuisance Date: 9/9/2025 Posting Date: 10/7/2025 Hearing Date: 10/14/2025

Date lot was cut: 12/16/2025 Contractor: Jerry Jones

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	6,641	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	20	$	7.00	$	140.00
		Total Project Cost:			$	315.00

Sheli a Deaw
SECRETARY

Manchetta Tuite
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

December 29, 2025

Lot Owner: **SHAHID JACKIE S**

Address: **P. O. BOX 50861**

City, State, Zip: **MOBILE, AL 36605-0861**

Group Number: **1668** Item # **14**

Lot Description: **LOT 26 GULF DALE 1ST UNIT MBK 10 P 260 #SEC 40 T5S R1W #MP32 06 40 0 002 (32 06 40 0 002 122.XXX) 3016 CURRY DR E**

Nuisance Date: 9/9/2025 Posting Date: 10/7/2025 Hearing Date: 10/14/2025

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	9,575	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
	Total Project Cost:				$	**50.00**

Shelia Pecue
SECRETARY

Marchetta Jacte
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

December 29, 2025

Lot Owner: **AUSTIN WILLIE ALBERT**

Address: **7560A OLYMPIC LN APT 407**

City, State, Zip: **THEODORE, AL 36582**

Group Number: **1668** Item # **15**

Lot Description: **A PORT OF LOT 1 OF SUB OF N PT OF LOT #6 ROSEDALE SUB LOC IN SEC 9 T5S R1W REC MBK 2/45 & BEING MORE PART DESC AS FOLLS: COMG AT NW COR OF SD LOT 1 TH RUN NELY & ALG N/L OF SD LOT 1 10 FT TO POB SD PT BEING INT OF E R/W/L OF HOPPIN ST WITH S R/W/L OF MILITARY RD TH CONT NELY & ALG N/L OF SD LOT 1 48.40 FT TH WITH AN INT ANG OF 130 DEG 49 MIN 41 SEC RUN SELY 105.10 FT TH WITH AN INT ANG OF 49 DEG 10 MIN 19 SEC RUN SWLY 125.80 FT TOPT ON E R/W/L OF HOPPIN ST TH WITH AN INT ANG OF 83 DEG 46 MIN RUN NLY & ALG E R/W/L OF HOPPIN ST 80 FT TO POB #SEC 35 T5S R1W #MP32 04 35 0 001 (32 04 35 0 001 002.XXX) 2101 HOPPIN STREET**

Nuisance Date: 9/9/2025 Posting Date: 10/7/2025 Hearing Date: 10/14/2025

Date lot was cut: 12/16/2025 Contractor: Jerry Jones

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	4,082	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	25	$	7.00	$	**175.00**
	Total Project Cost:				$	**350.00**

Shelia Dean
SECRETARY

Marchetta Davis
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

December 29, 2025

Lot Owner: **WEAVER MABLE O**

C/O PATRICIA SNOW

Address: **P. O. BOX 21267**

City, State, Zip: **TUSCALOOSA, AL 35402-1267**

Group Number: **1668** Item # **16**

Lot Description: **LOT 11 BLK 3 FOREST HIGHLANDS MBK 5 P 623 #SEC 3 T4S R2W #MP28 02 03 2 001 (28 02 03 2 001 036.XXX) 1857 FOREST OAKS DR**

Nuisance Date: 9/9/2025 Posting Date: 10/7/2025 Hearing Date: 10/14/2025

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate	12,004	0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

Sholica Dean
SECRETARY

Marchetta Jente
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
December 29, 2025

Lot Owner: **MILES ANNIE LEE FAULKNER**

Address: **3891 HARMONY RIDGE CIR**

City, State, Zip: **SEMMES, AL 36575**

Group Number: **1668** Item # **17**

Lot Description: **LOT 9 BLK 3 DUKERS 1ST ADD TO TOULMINVILLE MBK 3 PAGE 149 GRT SEC 44 T4S R1W #SEC 44 T4S R1W #MP29 02 44 0 015 (29 02 44 0 015 441.XXX) 1812 COMO STREET**

Nuisance Date: 9/9/2025 Posting Date: 10/7/2025 Hearing Date: 10/14/2025

Date lot was cut: N/A Contractor:N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	4,317	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

Shedia Dean
SECRETARY

Marchetta Tuite
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
December 29, 2025

Lot Owner: **PETTWAY SHERI**

Address: **3242 PEACHTREE RD NE UNIT 310**

City, State, Zip: **ATLANTA, GA 30305**

Group Number: **1668** Item # **18**

Lot Description: **LOT 24 BLK 2 MECHEM & SAGES 2ND SUB OF LAFARGUE PL DBK 121 PG 511 #SEC 44 T4S R1W #MP29 02 44 0 013 (29 02 44 0 013 261.XXXX) 1215 JESSIE STREET**

Nuisance Date: 9/9/2025 Posting Date: 10/7/2025 Hearing Date: 10/14/2025

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	5,052	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

Shelia Dean
SECRETARY

Marchetta Davis
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

December 29, 2025

Lot Owner: **MAX DEVELOPMENTS INC**

Address: **210 2ND ST APT 3**

City, State, Zip: **ELKINS, WV 26241-4805**

Group Number: **1668** Item # **19**

Lot Description: **LOT 3 BLK 3 LAFAYETTE HGTS DBK 133 NS P 420 #SEC 25 T4S R1W #MP29 07 25 0 002 (29 07 25 0 002 362.XXX) 405 ROBBINS STREET**

Nuisance Date: 9/9/2025 Posting Date: 10/7/2025 Hearing Date: 10/14/2025

Date lot was cut: 12/16/2025 Contractor: Jerry Jones

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	5,720	1	$ 125.0000	$ 125.00
Standard Rate		0	$ 0.0125	$ -
Adminitration Fee	Each	1	$ 50.00	$ 50.00
Per Spare Tire		0	$ 3.00	$ -
Debris Removal	Cubic Yard	30	$ 7.00	$ 210.00
		Total Project Cost:		$ 385.00

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
December 29, 2025

Lot Owner: **SONS REAL ESTATE INV**

Address: **107 CHATHAM ST**

City, State, Zip: **MOBILE, AL 36604-3011**

Group Number: **1668** Item # **20**

Lot Description: **LOT 8 BLK 1 LAFAYETTE HGTS DBK 133 P 420 #SEC 25 T4S R1W #MP29 07 25 0 002 (29 07 25 0 002 378.XXX) 404 ROBBINS STREET**

Nuisance Date: 9/9/2025 Posting Date: 10/7/2025 Hearing Date: 10/14/2025

Date lot was cut: 12/16/2025 Contractor: Jerry Jones

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	5,289	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		1	$	3.00	$	3.00
Debris Removal	Cubic Yard	40	$	7.00	$	280.00
		Total Project Cost:			$	458.00

Shelia Dean
SECRETARY

Marchetta Towle
INSPECTOR

SUPERVISOR

RESOLUTION ASSESSING THE COST OF REMOVAL OF NOXIOUS OR DANGEROUS WEEDS IN FRONT OF OR ON CERTAIN PARCELS OF LAND IN THE CITY OF MOBILE, ALABAMA.

WHEREAS, an itemized report in writing has been made to the City Council of Mobile, showing the costs of removing noxious or dangerous weeds on or in front of the hereinafter described parcels of land, a copy of such report having first been posted on the Council Chamber door more than three days prior to the meeting at which the report was received, and the City Council having heard the report, together with any objections which may have been raised by any of the property owners liable to be assessed for the work of culling such weeds, and the City Council being of the opinion that such report in all respects be confirmed.

IT IS THEREFORE RESOLVED BY THE CITY COUNCIL OF MOBILE as follows:

Section 1. The amount set opposite each described parcel of real property contained in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part hereof as though set forth in full and known as **Weed Lien Group 1668** shall constitute special assessments against such respective parcels of land; and each such parcel of land is hereby assessed with the amount set opposite its description; and the assessment hereby, made and confirmed shall constitute a lien on and against each such respective parcel of land for the amount of each respective assessment so made; and the report made to this body of the costs of removing the noxious or dangerous weeds on or in front of the respective parcels of land is hereby in all respects confirmed.

Section 2. It is directed that a copy of this resolution be delivered to the Tax Collector of the City of Mobile, and it shall be his duty to add the amounts of the above respective assessments to the next regular bills for ad valorem taxes levied against the said respective lots and parcels of land for municipal purposes, and such amounts shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and same procedure on foreclosure and sale as in the case of delinquency as provided for ordinary ad valorem taxes.

Adopted:

_____

City Clerk

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

M E M O R A N D U M

TO: Lana Pafenbach, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **December 29, 2025**

SUBJECT: **Weed Lien Group 1669 Invoices for Council Agenda**

Attached, please find invoices for completed Weed Lien Group Number(s) **1669.** Please place these on the City Council's Agenda for **January 13, 2026.**

If you have any questions, please do not hesitate to contact me. Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite

	WEED LIEN	
	CONTRACT NUMBER	5632
	1669	Res. No.
9/30/2025	LOTS TO BE DECLARED	58-1242
11/4/2025	LOTS FOR PUBLIC HEARING	58-1399
1/13/2026	LOTS TO BE ASSESSED FOR COST	58-

No.	Address	OLD SRO CASE #	CASE #	Amount Assessed	Dis	N/A CBO
1	450 Africatown Blvd	68407	69380	$ 420.00	2	
2	1902 Clinton Avenue	50781	69381	$ 182.00	1	
3	1101 Donald Street	53341	69382	$ -	1	N/A
4	2608 Lost River Road	61970	69383	$ 210.00	3	
5	858 Charles Street	63208	69385	$ 182.00	2	
6	1754 Belfast Street	59202	69386	$ 50.00	2	CBO
7	718 Johnston Avenue	52579	69387	$ 444.00	2	
8	7072 Bowers Lane	66567	69388	$ 50.00	4	CBO
9	350 Dunbar Street	49862	69389	$ 210.00	2	
10	256 Clay Street	57525	69390	$ 50.00	2	CBO
11	254 Clay Street	57524	69391	$ -	2	N/A
12	1311 Congress Street	51856	69392	$ -	2	WL
13	1503 Cedar Crescent Drive	65340	69394	$ 525.00	3	
14	757 Charles Street	63734	69395	$ 543.00	3	
15	6 N Lawrence Street	56552	69396	$ 50.00	2	CBO
16	1017 Baltimore Street	60065	69397	$ 50.00	3	CBO
17	1919 St Stephens Road	58920	69398	$ 189.00	1	
18	962 Bernice Hudson Drive		69402	$ 216.00	3	
19	605 Gayle Street		69403	$ 50.00	2	CBO
20	722 Kentucky Street	66100	69404	$ 245.00	3	
21	7052 Carrabelle Key		70875	$ 525.00	6	
				$ 4,191.00		

Numbers of lots cut
District total for this group

1	3
2	10
3	6
4	1
5	0
6	1
7	0
	21

Numbers of lots cut

1	2
2	4
3	5
4	0
5	0
6	1
7	0
	12

*ADD Added in from other Groups
*CBO Cut By Owner
*N/A Taken out by Inspector

*WL Wooded Lot

12/31/25
Marchetta Jarte 12-31-25

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

December 29, 2025

Lot Owner: **BOYKIN ERNEST, ESTATE OF**

Address: **2807 GREENBACK DR**

City, State, Zip: **MOBILE, AL 36617-1842**

Group Number: **1669** Item # **1**

Lot Description: **PART OF LOT 14 L. M. WILSON SUB-DIVISION OF DIVISION 1 OF THE TOULMIN, GORDON, GRIFFIN AND REEDY SUB-DIVISION OF THE ST. LOUIS TRACT DBK 156 PAGE 335 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF BAY BRIDGE ROAD AND PETER LEE STREET (FORMERLY HUBBARD STREET) THEN RUN NORTH ALONG THE WEST LINE OF SAID PETER LEE STREET 187 FT TO THE POINT OF BEGINNING. RUN WESTERLY 50 FT THEN NORTHERLY 108.6 FT THEN EASTERLY 50 FT(S) THEN SOUTHERLY 120 FT(S) TO THE POINT OF BEGINNING. (29 02 44 0 003 026.XXX) 450 AFRICATOWN BLVD**

Nuisance Date: 9/30/2025 Posting Date: 10/28/2025 Hearing Date: 11/4/2025

Date lot was cut: 12/16/2025 Contractor: James Perryman

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	6,000	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	35	$	7.00	$	245.00
		Total Project Cost:			$	420.00

Sheila Dean
SECRETARY

Marthetta Curtis
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

December 29, 2025

Lot Owner: **MCCANTS CHARLIE, CLARENCE YORK JR,**

JENNIE LETT, LEOLA WILLIAMS

Address: **3400 SKY TERRA DR**

City, State, Zip: **MOBILE, AL 36618**

Group Number: **1669** Item # **2**

Lot Description: **COMG NW COR CLINTON ST & CARLETON AVE THEN W-LY ALG N/L CLINTON ST 65.8 FT TO POB CONT WLY ALG N/L 50 FT TH NLY 152.5 FT TH ELY 48 FT TH SLY 152.5 FT TO POB #SEC 44 T4S R1W #MP29 02 44 0 023. (29 02 44 0 023 277.XXX) 1902 CLINTON AVENUE**

Nuisance Date: 9/30/2025 Posting Date: 10/28/2025 Hearing Date: 11/4/2025

Date lot was cut: 12/16/2025 Contractor: James Perryman

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	6,045	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	1	$	7.00	$	**7.00**
		Total Project Cost:			$	**182.00**

Sheila Dean
SECRETARY

Marguerite Yeate
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

December 29, 2025

Lot Owner: **WARD WAYNE ALAN**
& FRANCES GAIL WARD

Address: **2608 LOST RIVER RD**

City, State, Zip: **MOBILE, AL 36605-4410**

Group Number: **1669** Item # **4**

Lot Description: **LOT 1 SCENIC DR ESTS UNIT 1 MBK 23 P 65 #SEC 40 T5S R1W #MP32 10 40 0 004 (32 10 40 0 004 042.001) 2608 LOST RIVER ROAD**

Nuisance Date: 9/30/2025 Posting Date: 10/28/2025 Hearing Date: 11/4/2025

Date lot was cut: 12/16/2025 Contractor: James Perryman

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	8,639	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	5	$	7.00	$	35.00
		Total Project Cost:			$	210.00

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

December 29, 2025

Lot Owner: **LETT AARON W & JACKIE D**

Address: **858 CHARLES ST**

City, State, Zip: **MOBILE, AL 36604**

Group Number: **1669** Item # **5**

Lot Description: **LOT 5 BLK 9 WILSONS 2ND ADD DBK 80 P 190 #SEC 37 T4S R1W #MP29 10 37 0 007 (29 10 37 0 007 013.XXX) 858 CHARLES STREET**

Nuisance Date: 9/30/2025 Posting Date: 10/28/2025 Hearing Date: 11/4/2025

Date lot was cut: 12/16/2025 Contractor: James Perryman

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	9,796	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	1	$	7.00	$	7.00
		Total Project Cost:			$	182.00

Shelica Dean
SECRETARY

Marchetta Dante
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

December 29, 2025

Lot Owner: **DAVIS DANIELLE YVETTE**

Address: **4907 WOOD GLEN DR**

City, State, Zip: **SAN ANTONIO, TX 78244-2807**

Group Number: **1669** Item # **6**

Lot Description: **LOT 10 SQ 1 TOULMIN TRT DBK 112 P 175 #SEC 28 T4S R1W #MP29 10 28 4 001 (29 10 28 4 001 039.XXX) 1754 BELFAST STREET**

Nuisance Date: 9/30/2025 Posting Date: 10/28/2025 Hearing Date: 11/4/2025

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	7,616	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Sheliq Dean
SECRETARY

Markchetta Davis
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

December 29, 2025

Lot Owner: **Alabama Dept. of Revenue**

ATTN: Shelly Tice

Property Tax Division

Address: **P. O. Box 327210**

City, State, Zip: **Montgomery, AL 36132-7210**

Group Number: **1669** Item # **7**

Lot Description: **LOT H RESUB LOTS 19-24 BLK 22 BON AIR DBK 156/530 #SEC 02 T5S R3W #MP34 01 02 0 001 (29 10 28 3 003 052.XXX) 718 JOHNSTON AVENUE**

Nuisance Date: 9/30/2025 Posting Date: 10/28/2025 Hearing Date: 11/4/2025

Date lot was cut: 12/16/2025 Contractor: James Perryman

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	8,032	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		8	$	3.00	$	**24.00**
Debris Removal	Cubic Yard	35	$	7.00	$	**245.00**
		Total Project Cost:			$	**444.00**

Sheila Dean
SECRETARY

Marquetta Davis
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

December 29, 2025

Lot Owner: **SIMPSON JAMES E**

Address: **5020 DIAMOND RD**

City, State, Zip: **THEODORE, AL 36582-2163**

Group Number: **1669** Item # **8**

Lot Description: **COMG AT THE NE COR OF SEC 10 T6S R2W TH SLY ALG THE E/L OF SD SEC 10 A DIS OF 509 FT TO A PT TH W 20 FT M/L TO THE W/S OF BOWERS LN A 40 FT ROW TH CONT W 40 FT M/L TO THE NE COR OF LOT NOW OR FORMERLY OWNED BY DENNIS YOUNG, SUSAN ELAINE JOHNSON & CLARA BELL JOHNSON TH S ALG SD YOUNG ET AL LOT TO THE SE COR OF SD LOT BEING ON THE N/L OF A 60 FT ROW TH E ALG SD N/L OF 60 FT ROW TO THE W ROW OF BOWERS LN TH N ALG SD W/L OF BOWERS LN TO THE POB #SEC 10 T6S R2W #MP38 02 10 1 000 (38 02 10 1 000 065.02X) 7072 BOWERS LANE**

Nuisance Date: 9/30/2025 Posting Date: 10/28/2025 Hearing Date: 11/4/2025

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	5,600	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

December 29, 2025

Lot Owner: **BOWEN GLOBAL ENTERPRISES LLC**

Address: **2600 CRESTCENT CLUB DR**

City, State, Zip: **HIXON, TN 37343**

Group Number: **1669** Item # **9**

Lot Description: **LOT 10 BLK 1 CARVER CT MBK 4 P 239 #SEC 25 T4S R1W #MP29 07 25 0 003 (29 07 25 0 003 143.XXX) 350 DUNBAR STREET**

Nuisance Date: 9/30/2025 Posting Date: 10/28/2025 Hearing Date: 11/4/2025

Date lot was cut: 12/16/2025 Contractor: James Perryman

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	4,254	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	5	$	7.00	$	**35.00**
		Total Project Cost:			$	**210.00**

Sheila Dean
SECRETARY

Martha Tait
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

December 29, 2025

Lot Owner: **STALLWORTH DEVONYA**

Address: **2537 KOOL AVE**

City, State, Zip: **DALLAS, TX 75241-2924**

Group Number: **1669** Item # **10**

Lot Description: **BEG ON E/S 146 FT N OF NE COR CLAY & CONGRESS STS TH NLY ALG E/S CLAY ST 20 FT TH ELY 122.58 FT TH SLY 22.17 FT TH WLY 122.58 FT TO BEG BEING PT LOT 9 BLK 25 CAMP GROUND TRT MBK 1/12 #SEC 40 T4S R1W #MP29 06 40 0 004 (29 06 40 0 004 459.XXX) 256 CLAY STREET**

Nuisance Date: 9/30/2025 Posting Date: 10/28/2025 Hearing Date: 11/4/2025

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	2,440	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Sheila Decon
SECRETARY

Martha Tate
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

December 29, 2025

Lot Owner: **WADE REGINALD G JR & ARMANDA**

Address: **1503 CEDAR CRESCENT DR**

City, State, Zip: **MOBILE, AL 36605-3505**

Group Number: **1669** Item # **13**

Lot Description: **LOT 22 BLK B CEDAR PT RD ESTS MBK 8 P 68 GRT SEC 40 T5S R1W #SEC 40 T5S R1W #MP32 08 40 0 001 (32 08 40 0 001 128.XXX) 1503 CEDAR CRESCENT DRIVE**

Nuisance Date: 9/30/2025 Posting Date: 10/28/2025 Hearing Date: 11/4/2025

Date lot was cut: 12/16/2025 Contractor: James Perryman

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	7,841	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	50	$	7.00	$	350.00
		Total Project Cost:			$	525.00

Shelia Deane
SECRETARY

Martha Tate
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

December 29, 2025

Lot Owner: **DICKINSON PERRY & AQUANITA**

Address: **2961 NORTHWEST DR**

City, State, Zip: **MOBILE, AL 36607-1218**

Group Number: **1669** Item # **14**

Lot Description: **LOT 15 BLK 6 WILSON 2ND ADD DBK 80 P 190 #SEC 38 T4S R1W #MP29 10 38 0 004 (29 10 38 0 004 119.XXX) 757 CHARLES STREET**

Nuisance Date: 9/30/2025 Posting Date: 10/28/2025 Hearing Date: 11/4/2025

Date lot was cut: 12/16/2025 Contractor: James Perryman

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	5,920	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		6	$	3.00	$	**18.00**
Debris Removal	Cubic Yard	50	$	7.00	$	**350.00**
		Total Project Cost:			$	**543.00**

Sheila Dean
SECRETARY

Marguerite Davis
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

December 29, 2025

Lot Owner: **WALKER BROTHERS INVESTMENT**

Address: **602 CHURCH ST**

City, State, Zip: **MOBILE, AL 36602-1602**

Group Number: **1669** Item # **15**

Lot Description: **BEG AT NE COR DAUPHIN & LAWRENCE STS TH NLY 164.9 FT TH ELY 113 FT TH SELY 58.67 FT TH SWLY 38 FT(S) TH SELY 110 FT(S) TH SWLY 74 FT #SEC 40 T4S R1W #MP29 06 40 0 010 (29 06 40 0 010 095.XXX) 6 N LAWRENCE ST**

Nuisance Date: 9/30/2025 Posting Date: 10/28/2025 Hearing Date: 11/4/2025

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate	12,852	0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

December 29, 2025

Lot Owner: **WIREGRASS CONSTRUCTION COMPANY INC**

C/O RESTORE MOBILE INC

Address: **P. O. BOX 40037**

City, State, Zip: **MOBILE, AL 36640-0037**

Group Number: **1669** Item # **16**

Lot Description: **FROM SE COR OF KELLY ST & BALTIMORE ST RUN TH S 81 DEG 49 FT 20 MIN E 836.34 FT TO POB OF PPTY HEREIN DESC TH CONT S 81 DEG 49 FT 20 MIN E 200.20 FT TO A PT TH S 10 DEG 10 FT 40 MIN W 188.68 FT TO A PT ON N/L OF HEUSTIS ST TH N 85 DEG 18 FT 35 MIN W ALG SD N/L 199.83 FT TO A PT TH N 09 DEG 51 FT 10 MIN E 200.90 FT TO POB #SEC 37 T4S R1W #MP29 10 37 0 007 (29 10 37 0 007 228.XXX) 1017 BALTIMORE ST**

Nuisance Date: 9/30/2025 Posting Date: 10/28/2025 Hearing Date: 11/4/2025

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate	36,822	0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

Shelia Dean
SECRETARY

Marchetta Davis
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

December 29, 2025

Lot Owner: **JOHNSON ARTHUR & PEARLIE D**

Address: **507 LABRADOR WAY**

City, State, Zip: **SUISUN CITY, CA 94585-2920**

Group Number: **1669** Item # **17**

Lot Description: **BEGINNING AT THE SOUTHWEST CORNER OF ST STEPHENS ROAD AND ANDREWS STREET THEN RUN SOUTHERLY ALONG THE WEST LINE OF SAID ST STEPHENS ROAD 47 FT THEN SOUTHWESTERLY 200 FT THEN NORTHERLY 31 FT THEN NORTHEASTERLY 200 FT TO THE POINT OF BEGINNING. (29 02 44 0 033 039.XXX) 1919 ST STEPHENS ROAD**

Nuisance Date: 9/30/2025 Posting Date: 10/28/2025 Hearing Date: 11/4/2025

Date lot was cut: 12/16/2025 Contractor: James Perryman

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	3,988	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	2	$	7.00	$	14.00
		Total Project Cost:			$	189.00

SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

December 29, 2025

Lot Owner: **SAMPSON ARTHUR & DWIGHT**

Address: **6700 WALL ST APT 19F**

City, State, Zip: **MOBILE, AL 36695-4508**

Group Number: **1669** Item # **18**

Lot Description: **LOT 18 BLK 1 WILSONS 1ST ADDN DBK 73 P 171 #SEC 37 T4S R1W #MP29 10 37 0 007(29 10 37 0 007 308.XXX) 962 BERNICE HUDSON DRIVE**

Nuisance Date: 9/30/2025 Posting Date: 10/28/2025 Hearing Date: 11/4/2025

Date lot was cut: 12/16/2025 Contractor: James Perryman

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	6,833	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		2	$	3.00	$	**6.00**
Debris Removal	Cubic Yard	5	$	7.00	$	**35.00**
		Total Project Cost:			$	**216.00**

Shelia Dean
SECRETARY

Marchetta Dante
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

December 29, 2025

Lot Owner:	**MOON EQUITIES LLC**		
Address:	**6100 WILSHIRE BLVD STE 830**		
City, State, Zip:	**LOS ANGELES, CA 90048-5198**		
Group Number:	**1669**	Item #	**19**

Lot Description: **COMG AT PT ON E/S OF GAYLE ST 103 FT 2 INS S OF SE COR OF GAYLE & NEW JERSEY STS & RUNNING TH SLY ON E/S OF GAYLE ST 51 FT 7 INS TH ELY & PAR W/NEW JERSEY ST 112 FT 6 INS TH NWLY 51 FT 7 IN TH WLY 112 FT 6 INS TO POB BEING LOT 4 SQ 236 OF MIDDLE DIVISION OF BERNOUDY TRACT #SEC 38 T4S R1W #MP29 10 38 0 004 (29 10 38 0 004 039.XXX) 605 GAYLE STREET**

Nuisance Date:	9/30/2025	Posting Date:	10/28/2025	Hearing Date: 11/4/2025
Date lot was cut:	N/A	Contractor: N/A		

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	5,550	0	$ 125.0000	$ -
Standard Rate		0	$ 0.0125	$ -
Adminitration Fee	Each	1	$ 50.00	$ **50.00**
Per Spare Tire		0	$ 3.00	$ -
Debris Removal	Cubic Yard	0	$ 7.00	$ -
		Total Project Cost:		$ **50.00**

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

December 29, 2025

Lot Owner: **GRICE WILLIAM**

C/O WILLIAM TAYLOR

Address: **P. O. BOX 163**

City, State, Zip: **UNIONDALE, NY 11553-0163**

Group Number: **1669** Item # **20**

Lot Description: **LOTS 68 & 69 SQ #1 OAKDALE SUB DBK 156 PG 458-463 #SEC 37 T4S R1W #MP29 10 37 0 008 (29 10 37 0 008 077.XXX) 722 KENTUCKY STREET**

Nuisance Date: 9/30/2025 Posting Date: 10/28/2025 Hearing Date: 11/4/2025

Date lot was cut: 12/16/2025 Contractor: James Perryman

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	7,250	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	10	$	7.00	$	**70.00**
		Total Project Cost:			$	**245.00**

SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

December 29, 2025

Lot Owner: **OWENS BETTY**

Address: **6791 SMITHTOWN RD**

City, State, Zip: **EIGHT MILE, AL 36613-8353**

Group Number: **1669** Item # **21**

Lot Description: **LOT 48 CRYSTAL LAKE ESTATES MBK 28 P 27 #SEC 05 T5S R2W #MP33 03 05 2 000 (33 03 05 2 000 032.XXX) 7052 CARRABELLE KEY**

Nuisance Date: 9/30/2025 Posting Date: 10/28/2025 Hearing Date: 11/4/2025

Date lot was cut: 12/16/2025 Contractor: James Perryman

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	9,296	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	50.00	$	-
Debris Removal	Cubic Yard	50	$	7.00	$	**350.00**
		Total Project Cost:			$	**525.00**

SECRETARY

INSPECTOR

SUPERVISOR

RESOLUTION ASSESSING THE COST OF REMOVAL OF NOXIOUS OR DANGEROUS WEEDS IN FRONT OF OR ON CERTAIN PARCELS OF LAND IN THE CITY OF MOBILE, ALABAMA.

WHEREAS, an itemized report in writing has been made to the City Council of Mobile, showing the costs of removing noxious or dangerous weeds on or in front of the hereinafter described parcels of land, a copy of such report having first been posted on the Council Chamber door more than three days prior to the meeting at which the report was received, and the City Council having heard the report, together with any objections which may have been raised by any of the property owners liable to be assessed for the work of culling such weeds, and the City Council being of the opinion that such report in all respects be confirmed.

IT IS THEREFORE RESOLVED BY THE CITY COUNCIL OF MOBILE as follows:

Section 1. The amount set opposite each described parcel of real property contained in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part hereof as though set forth in full and known as **Weed Lien Group 1669** shall constitute special assessments against such respective parcels of land; and each such parcel of land is hereby assessed with the amount set opposite its description; and the assessment hereby, made and confirmed shall constitute a lien on and against each such respective parcel of land for the amount of each respective assessment so made; and the report made to this body of the costs of removing the noxious or dangerous weeds on or in front of the respective parcels of land is hereby in all respects confirmed.

Section 2. It is directed that a copy of this resolution be delivered to the Tax Collector of the City of Mobile, and it shall be his duty to add the amounts of the above respective assessments to the next regular bills for ad valorem taxes levied against the said respective lots and parcels of land for municipal purposes, and such amounts shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and same procedure on foreclosure and sale as in the case of delinquency as provided for ordinary ad valorem taxes.

Adopted:

_____

City Clerk

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

M E M O R A N D U M

TO: Lana Pafenbach, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **December 29, 2025**

SUBJECT: **Weed Lien Group 1670 Invoices for Council Agenda**

Attached, please find invoices for completed Weed Lien Group Number(s) **1670.** Please place these on the City Council's Agenda for **January 13, 2026.**

If you have any questions, please do not hesitate to contact me. Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite

	WEED LIEN					
	CONTRACT NUMBER			5633		
	1670			Res. No.		
9/24/2025	LOTS TO BE DECLARED			58-1229		
10/28/2025	LOTS FOR PUBLIC HEARING			58-1372		
1/13/2026	LOTS TO BE ASSESSED FOR COST			58-		
		OLD SRO		Amount	Dis	N/A
No.	Address	CASE #	CASE #	Assessed		CBO
1	403/405 Seabreeze Road E		69539	$ 257.71	5	
	Par. No. (28 08 38 4 004 076.XXX)					
2	4005 Cresthaven Roadd		69540	$ 509.78	5	
	Par. No. (28 08 38 4 004 020.XXX)					
3	352 Seabreeze Road E		69541	$ 1,314.91	5	
	Par. No. (28 08 38 4 004 064.XXX)					
4	4021 Seabreeze Road N		69542	$ 321.35	5	
	Par. No. (28 08 38 4 004 083.XXX)					
5	300 Seabreeze Ct		69545	$ 7,761.91	5	
	Par. No. (28 08 38 4 001 063.XXX)					
				$ 10,165.66		

Numbers of lots cut District total for this group		Numbers of lots cut	
1	0	1	0
2	0	2	0
3	0	3	0
4	0	4	0
5	5	5	5
6	0	6	0
7	0	7	0
	5		5

*ADD Added in from other Groups
*CBO Cut By Owner
*N/A Taken out by Inspector

12/30/25
Marchetta Jaute 12/31/25

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

December 29, 2025

Lot Owner: **BERKSHIRE APARTMENTS LLC 60 % UNDIV INT & BERKSHIRE APARTMENTS TIC SL LLC 40 % UNDIV INT**

Address: **888 WOODMERE PL APT C**

City, State, Zip: **WOODMERE, NY 11598-2016**

Group Number: **1670** Item # **1**

Lot Description: **ALL OF BLK A BERKSHIRE APTS SUB MBK 8 PG 40 #SEC 38 T4S R2W #MP28 08 38 4 004 (28 08 38 4 004 076.XXX) 403/405 SEABREEZE RD E**

Nuisance Date: 9/24/2025 Posting Date: 10/21/2025 Hearing Date: 10/28/2025

Date lot was cut: 12/17/2025 Contractor: Issac Sampson

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		16,617	$	0.0125	$	**207.71**
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**257.71**

Sheila Dean
SECRETARY

Marchetta Tate
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

December 29, 2025

Lot Owner: **BERKSHIRE APARTMENTS LLC**

BERKSHIRE APARTMENTS TIC SL LLC

Address: **4021 SEABREEZE RD N**

City, State, Zip: **MOBILE, AL 36609**

Group Number: **1670** Item # **1**

Lot Description: **ALL OF BLK A BERKSHIRE APTS SUB MBK 8 PG 40 #SEC 38 T4S R2W #MP28 08 38 4 004 (28 08 38 4 004 076.XXX) 403/405 SEABREEZE RD E**

Nuisance Date: 9/24/2025 Posting Date: 10/21/2025 Hearing Date: 10/28/2025

Date lot was cut: 12/17/2025 Contractor: Issac Sampson

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		16,617	$	0.0125	$	**207.71**
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**257.71**

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
December 29, 2025

Lot Owner: **BERKSHIRE APARTMENTS LLC**
BERKSHIRE APARTMENTS TIC SL LLC

Address: **4021 SEABREEZE RD N**

City, State, Zip: **MOBILE, AL 36609**

Group Number: **1670** Item # **1**

Lot Description: **ALL OF BLK A BERKSHIRE APTS SUB MBK 8 PG 40 #SEC 38 T4S R2W #MP28 08 38 4 004 (28 08 38 4 004 076.XXX) 403/405 SEABREEZE RD E**

Nuisance Date: 9/24/2025 Posting Date: 10/21/2025 Hearing Date: 10/28/2025

Date lot was cut: 12/17/2025 Contractor: Issac Sampson

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		16,617	$	0.0125	$	**207.71**
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**257.71**

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

December 29, 2025

Lot Owner: **BERKSHIRE APARTMENTS LLC**

BERKSHIRE APARTMENTS TIC SL LLC

Address: **888 WOODMERE PL APT C**

City, State, Zip: **WOODMERE, NY 11598-2016**

Group Number: **1670** Item # **1**

Lot Description: **ALL OF BLK A BERKSHIRE APTS SUB MBK 8 PG 40 #SEC 38 T4S R2W #MP28 08 38 4 004 (28 08 38 4 004 076.XXX) 403/405 SEABREEZE RD E**

Nuisance Date: 9/24/2025 Posting Date: 10/21/2025 Hearing Date: 10/28/2025

Date lot was cut: 12/17/2025 Contractor: Issac Sampson

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		16,617	$	0.0125	$	**207.71**
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**257.71**

Shelia Dean
SECRETARY

Marchetta Dante
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

December 29, 2025

Lot Owner: **BERKSHIRE APARTMENTS LLC**

BERKSHIRE APARTMENTS TIC SL LLC

C/O VCORP AGENT SERVICES

Address: **2 NORTH JACKSON ST STE 605**

City, State, Zip: **MONTGOMERY, AL 36104**

Group Number: **1670** Item # **1**

Lot Description: **ALL OF BLK A BERKSHIRE APTS SUB MBK 8 PG 40 #SEC 38 T4S R2W #MP28 08 38 4 004 (28 08 38 4 004 076.XXX) 403/405 SEABREEZE RD E**

Nuisance Date: 9/24/2025 Posting Date: 10/21/2025 Hearing Date: 10/28/2025

Date lot was cut: 12/17/2025 Contractor: Issac Sampson

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		16,617	$	0.0125	$	**207.71**
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**257.71**

Shelia Dean
SECRETARY

Marchetta Jones
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

December 29, 2025

Lot Owner: **BERKSHIRE APARTMENTS LLC 60 % UNDIV INT & BERKSHIRE APARTMENTS TIC SL LLC 40 % UNDIV INT**

Address: **888 WOODMERE PL APT C**

City, State, Zip: **WOODMERE, NY 11598-2016**

Group Number: **1670** Item # **2**

Lot Description: **ALL OF BLK B BERKSHIRE APTS SUB MBK 8 PG 40 #SEC 38 T4S R2W #MP28 08 38 4 004 (28 08 38 4 004 020.XXX) 4005 CRESTHAVEN RD**

Nuisance Date: 9/24/2025 Posting Date: 10/21/2025 Hearing Date: 10/28/2025

Date lot was cut: 12/17/2025 Contractor: Issac Sampson

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		13,262	$	0.0125	$	**165.78**
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		28	$	3.00	$	**84.00**
Debris Removal	Cubic Yard	30	$	7.00	$	**210.00**
		Total Project Cost:			$	**509.78**

Shaliq Dean
SECRETARY

Marchetta Tarte
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

December 29, 2025

Lot Owner: **BERKSHIRE APARTMENTS LLC**

BERKSHIRE APARTMENTS TIC SL LLC

Address: **888 WOODMERE PL STE C**

City, State, Zip: **WOODMERE, NY 11598-2016**

Group Number: **1670** Item # **2**

Lot Description: **ALL OF BLK B BERKSHIRE APTS SUB MBK 8 PG 40 #SEC 38 T4S R2W #MP28 08 38 4 004 (28 08 38 4 004 020.XXX) 4005 CRESTHAVEN RD**

Nuisance Date: 9/24/2025 Posting Date: 10/21/2025 Hearing Date: 10/28/2025

Date lot was cut: 12/17/2025 Contractor: Issac Sampson

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		13,262	$	0.0125	$	**165.78**
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		28	$	3.00	$	**84.00**
Debris Removal	Cubic Yard	30	$	7.00	$	**210.00**
		Total Project Cost:			$	**509.78**

Shelia Dean
SECRETARY

Marchetta Davis
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

December 29, 2025

Lot Owner: **BERKSHIRE APARTMENTS LLC**

BERKSHIRE APARTMENTS TIC SL LLC

C/O VCORP AGENT SERVICES

Address: **2 NORTH JACKSON ST STE 605**

City, State, Zip: **MONTGOMERY, AL 36104**

Group Number: **1670** Item # **2**

Lot Description: **ALL OF BLK B BERKSHIRE APTS SUB MBK 8 PG 40 #SEC 38 T4S R2W #MP28 08 38 4 004 (28 08 38 4 004 020.XXX) 4005 CRESTHAVEN RD**

Nuisance Date: 9/24/2025 Posting Date: 10/21/2025 Hearing Date: 10/28/2025

Date lot was cut: 12/17/2025 Contractor: Issac Sampson

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		13,262	$	0.0125	$	165.78
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		28	$	3.00	$	84.00
Debris Removal	Cubic Yard	30	$	7.00	$	210.00
		Total Project Cost:			$	509.78

Shelia Dean
SECRETARY

Marchetta Tate
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

December 29, 2025

Lot Owner: **BERKSHIRE APARTMENTS LLC**

BERKSHIRE APARTMENTS TIC SL LLC

C/O VCORP AGENT SERVICES, INC

Address: **2 NORTH JACKSON ST STE 605**

City, State, Zip: **MONTGOMERY, AL 36104**

Group Number: **1670** Item # **3**

Lot Description: **ALL OF BLK C BERKSHIRE APTS SUB MBK 8 PG 40 #SEC 38 T4S R2W #MP28 08 38 4 001 (28 08 38 4 001 064.XXX) 352 SEABREEZE RD E**

Nuisance Date: 9/24/2025 Posting Date: 10/21/2025 Hearing Date: 10/28/2025

Date lot was cut: 12/17/2025 Contractor: Issac Sampson

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		63,353	$	0.0125	$	791.91
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		6	$	3.00	$	18.00
Debris Removal	Cubic Yard	65	$	7.00	$	455.00
		Total Project Cost:			$	1,314.91

Shelica Dean
SECRETARY

Marchetta Isaac
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

December 29, 2025

Lot Owner: **BERKSHIRE APARTMENTS LLC**

BERKSHIRE APARTMENTS TIC SL LLC

Address: **4021 SEABREEZE RD N**

City, State, Zip: **MOBILE, AL 36609**

Group Number: **1670** Item # **3**

Lot Description: **ALL OF BLK C BERKSHIRE APTS SUB MBK 8 PG 40 #SEC 38 T4S R2W #MP28 08 38 4 001 (28 08 38 4 001 064.XXX) 352 SEABREEZE RD E**

Nuisance Date: 9/24/2025 Posting Date: 10/21/2025 Hearing Date: 10/28/2025

Date lot was cut: 12/17/2025 Contractor: Issac Sampson

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		63,353	$	0.0125	$	**791.91**
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		6	$	3.00	$	**18.00**
Debris Removal	Cubic Yard	65	$	7.00	$	**455.00**
		Total Project Cost:			$	**1,314.91**

Sheila Dean
SECRETARY

Marchetta Dante
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

December 29, 2025

Lot Owner: **BERKSHIRE APARTMENTS LLC 60 % UNDIV INT & BERKSHIRE APARTMENTS TIC SL LLC 40 % UNDIV INT**

Address: **888 WOODMERE PL APT C**

City, State, Zip: **WOODMERE, NY 11598-2016**

Group Number: **1670** Item # **3**

Lot Description: **ALL OF BLK C BERKSHIRE APTS SUB MBK 8 PG 40 #SEC 38 T4S R2W #MP28 08 38 4 001 (28 08 38 4 001 064.XXX) 352 SEABREEZE RD E**

Nuisance Date: 9/24/2025 Posting Date: 10/21/2025 Hearing Date: 10/28/2025

Date lot was cut: 12/17/2025 Contractor: Issac Sampson

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		63,353	$	0.0125	$	**791.91**
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		6	$	3.00	$	**18.00**
Debris Removal	Cubic Yard	65	$	7.00	$	**455.00**
		Total Project Cost:			$	**1,314.91**

Shelia A Dean
SECRETARY

Marchetta Faute
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

December 29, 2025

Lot Owner: **BERKSHIRE APARTMENTS LLC 60 % UNDIV INT & BERKSHIRE APARTMENTS TIC SL LLC 40 % UNDIV INT**

Address: **888 WOODMERE PL APT C**

City, State, Zip: **WOODMERE, NY 11598-2016**

Group Number: **1670** Item # **4**

Lot Description: **LOTS 15 16 & 17 BLK M PART C BERKSHIRE HILLS SUB MBK 8 PG 243 #SEC 38 T4S R2W #MP28 08 38 4 001 (28 08 38 4 001 083.XXX) 4021 SEABREEZE RD N**

Nuisance Date: 9/24/2025 Posting Date: 10/21/2025 Hearing Date: 10/25/2025

Date lot was cut: 12/17/2025 Contractor: Issac Sampson

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		21,708	$	0.0125	$	**271.35**
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**321.35**

Shelia Dean
SECRETARY

Marchetta Jaute
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
December 29, 2025

Lot Owner: **BERKSHIRE APARTMENTS LLC**

BERKSHIRE APARTMENTS TIC SL LLC

Address: **4021 SEABREEZE RD N**

City, State, Zip: **MOBILE, AL 36609**

Group Number: **1670** Item # **4**

Lot Description: **LOTS 15 16 & 17 BLK M PART C BERKSHIRE HILLS SUB MBK 8 PG 243 #SEC 38 T4S R2W #MP28 08 38 4 001 (28 08 38 4 001 083.XXX) 4021 SEABREEZE RD N**

Nuisance Date: 9/24/2025 Posting Date: 10/21/2025 Hearing Date: 10/28/2025

Date lot was cut: 12/17/2025 Contractor: Issac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	$ 125.0000	$ -
Standard Rate		21,708	$ 0.0125	$ 271.35
Adminitration Fee	Each	1	$ 50.00	$ 50.00
Per Spare Tire		0	$ 3.00	$ -
Debris Removal	Cubic Yard	0	$ 7.00	$ -
		Total Project Cost:		$ 321.35

Shelia J Dean
SECRETARY

Manchetta Jeate
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

December 29, 2025

Lot Owner: **BERKSHIRE APARTMENTS LLC**

BERKSHIRE APARTMENTS TIC SL LLC

Address: **888 WOODMERE PL STE C**

City, State, Zip: **WOODMERE, NY 11598-2016**

Group Number: **1670** Item # **4**

Lot Description: **LOTS 15 16 & 17 BLK M PART C BERKSHIRE HILLS SUB MBK 8 PG 243 #SEC 38 T4S R2W #MP28 08 38 4 001 (28 08 38 4 001 083.XXX) 4021 SEABREEZE RD N**

Nuisance Date: 9/24/2025 Posting Date: 10/21/2025 Hearing Date: 10/28/2025

Date lot was cut: 12/17/2025 Contractor: Issac Sampson

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		21,708	$	0.0125	$	271.35
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	321.35

Shelia Dean
SECRETARY

Marchetta Tante
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

December 29, 2025

Lot Owner: **BERKSHIRE APARTMENTS LLC**

BERKSHIRE APARTMENTS TIC SL LLC

C/O VCORP AGENT SERVICES

Address: **2 NORTH JACKSON ST STE 605**

City, State, Zip: **MONTGOMERY, AL 36104**

Group Number: **1670** Item # **4**

Lot Description: **LOTS 15 16 & 17 BLK M PART C BERKSHIRE HILLS SUB MBK 8 PG 243 #SEC 38 T4S R2W #MP28 08 38 4 001 (28 08 38 4 001 083.XXX) 4021 SEABREEZE RD N**

Nuisance Date: 9/24/2025 Posting Date: 10/21/2025 Hearing Date: 10/28/2025

Date lot was cut: 12/17/2025 Contractor: Issac Sampson

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		21,708	$	0.0125	$	**271.35**
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**321.35**

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
December 29, 2025

Lot Owner: **BERKSHIRE APARTMENTS LLC 60 % UNDIV INT & BERKSHIRE APARTMENTS TIC SL LLC 40 % UNDIV INT**

Address: **888 WOODMERE PL APT C**

City, State, Zip: **WOODMERE, NY 11598-2016**

Group Number: **1670** Item # **5**

Lot Description: **ALL OF BLK D BERKSHIRE APTS SUB MBK 8 PG 40 #SEC 38 T4S R2W #MP28 08 38 4 001 (28 08 38 4 001 063.XXX) 300 SEABREEZE CT**

Nuisance Date: 9/24/2025 Posting Date: 10/21/2025 Hearing Date: 10/28/2025

Date lot was cut: 12/17/2025 Contractor: Issac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	$ 125.0000	$ -
Standard Rate		276,713	$ 0.0125	$ 3,458.91
Adminitration Fee	Each	1	$ 50.00	$ 50.00
Per Spare Tire		251	$ 3.00	$ 753.00
Debris Removal	Cubic Yard	500	$ 7.00	$ 3,500.00
		Total Project Cost:		$ 7,761.91

Shelia A. Dean
SECRETARY

Marchetta Slade
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
December 29, 2025

Lot Owner: **BERKSHIRE APARTMENTS LLC**

BERKSHIRE APARTMENTS TIC SL LLC

Address: **4021 SEABREEZE RD N**

City, State, Zip: **MOBILE, AL 36609**

Group Number: **1670** Item # **5**

Lot Description: **ALL OF BLK D BERKSHIRE APTS SUB MBK 8 PG 40 #SEC 38 T4S R2W #MP28 08 38 4 001 (28 08 38 4 001 063.XXX) 300 SEABREEZE CT**

Nuisance Date: 9/24/2025 Posting Date: 10/21/2025 Hearing Date: 10/28/2025

Date lot was cut: 12/17/2025 Contractor: Issac Sampson

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		276,713	$	0.0125	$	3,458.91
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		251	$	3.00	$	753.00
Debris Removal	Cubic Yard	500	$	7.00	$	3,500.00
		Total Project Cost:			$	7,761.91

Shelia Dean
SECRETARY

Marchetta Foster
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
December 29, 2025

Lot Owner: **BERKSHIRE APARTMENTS LLC**

BERKSHIRE APARTMENTS TIC SL LLC

Address: **888 WOODMERE PL STE C**

City, State, Zip: **WOODMERE, NY 11598-2016**

Group Number: **1670** Item # **5**

Lot Description: **ALL OF BLK D BERKSHIRE APTS SUB MBK 8 PG 40 #SEC 38 T4S R2W #MP28 08 38 4 001 (28 08 38 4 001 063.XXX) 300 SEABREEZE CT**

Nuisance Date: 9/24/2025 Posting Date: 10/21/2025 Hearing Date: 10/28/2025

Date lot was cut: 12/17/2025 Contractor: Issac Sampson

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		276,713	$	0.0125	$	3,458.91
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		251	$	3.00	$	753.00
Debris Removal	Cubic Yard	500	$	7.00	$	3,500.00
		Total Project Cost:			$	7,761.91

Shelia Dean
SECRETARY

Marchetta Davis
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
December 29, 2025

Lot Owner: **BERKSHIRE APARTMENTS LLC**

BERKSHIRE APARTMENTS TIC SL LLC

Address: **C/O VCORP AGENT SERVICES**

City, State, Zip: **2 NORTH JACKSON ST STE 605**

Group Number: **MONTGOMERY, AL 36104** **5**

Lot Description: **ALL OF BLK D BERKSHIRE APTS SUB MBK 8 PG 40 #SEC 38 T4S R2W #MP28 08 38 4 001 (28 08 38 4 001 063.XXX) 300 SEABREEZE CT**

Nuisance Date: 9/24/2025 Posting Date: 10/21/2025 Hearing Date: 10/25/2025

Date lot was cut: 12/17/2025 Contractor: Issac Sampson

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		276,713	$	0.0125	$	3,458.91
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		251	$	3.00	$	753.00
Debris Removal	Cubic Yard	500	$	7.00	$	3,500.00
		Total Project Cost:			$	7,761.91

Shelia Dean
SECRETARY

Marchetta Tate
INSPECTOR

SUPERVISOR

RESOLUTION ASSESSING THE COST OF REMOVAL OF NOXIOUS OR DANGEROUS WEEDS IN FRONT OF OR ON CERTAIN PARCELS OF LAND IN THE CITY OF MOBILE, ALABAMA.

WHEREAS, an itemized report in writing has been made to the City Council of Mobile, showing the costs of removing noxious or dangerous weeds on or in front of the hereinafter described parcels of land, a copy of such report having first been posted on the Council Chamber door more than three days prior to the meeting at which the report was received, and the City Council having heard the report, together with any objections which may have been raised by any of the property owners liable to be assessed for the work of culling such weeds, and the City Council being of the opinion that such report in all respects be confirmed.

IT IS THEREFORE RESOLVED BY THE CITY COUNCIL OF MOBILE as follows:

Section 1. The amount set opposite each described parcel of real property contained in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part hereof as though set forth in full and known as **Weed Lien Group 1670** shall constitute special assessments against such respective parcels of land; and each such parcel of land is hereby assessed with the amount set opposite its description; and the assessment hereby, made and confirmed shall constitute a lien on and against each such respective parcel of land for the amount of each respective assessment so made; and the report made to this body of the costs of removing the noxious or dangerous weeds on or in front of the respective parcels of land is hereby in all respects confirmed.

Section 2. It is directed that a copy of this resolution be delivered to the Tax Collector of the City of Mobile, and it shall be his duty to add the amounts of the above respective assessments to the next regular bills for ad valorem taxes levied against the said respective lots and parcels of land for municipal purposes, and such amounts shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and same procedure on foreclosure and sale as in the case of delinquency as provided for ordinary ad valorem taxes.

Adopted:

_____

City Clerk

2026

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 to the following employee:

- **January 2026 – Aaron Washington - (Employee # 18523) Public Works: Mobile Tennis Center**

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

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: January 13, 2026

Submitted by:
William Jackson, Police Chief

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To recognize those employees as part of the Mayor's incentive program who have gone above and beyond their duties with the City of Mobile.

Amount of Contract:
$500.00

Funding Source

ATTACHMENTS:
1. OOTM Resolution
2. Agenda Item Summary Sheet for Officer of the Month

REVIEWERS:
Tracy Baxter
Lana Pafenbach

60- 2026

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, upon nomination by City supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of $500 each to the following employee:

December 2025: Officer Moez Wahid

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

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: Tuesday, January 13, 2025 (Date) Item No. _____

Submitted by: Mobile Police Department (Department) William Jackson (Department Head)

Sponsored by: Spiro N. Cheriogotis (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: _____ (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Officer of the Month

PURPOSE & SCOPE OF PROJECT:

To recognize those employees as a part of the Mayor's incentive program who have gone above and beyond their duties with the City of Mobile. Each honoree qualifies for a $500 award.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $500.00

FUNDING SOURCE:

Budget Item: _____ Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: NA

Renewal date of contract (if applicable): NA

If not bid, state reason: NA

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

How many bidders submitted bids (if applicable): NA

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

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

Sponsored by: Councilmember Cory Penn

WHEREAS, *Councilmember Penn wishes to appropriate **$2,500.00** to **Big Brothers Big Sisters of the Central Gulf Coast**,* from the *District 1 Discretionary Fund (10041020 42080)*; and

WHEREAS, *to **Big Brothers Big Sisters of the Central Gulf Coast**,* 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 ***Big Brothers Big Sisters of the Central Gulf Coast**,* will be used to *assist with the "2026 King Cake-Off.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of **$2,500.00** to **Big Brothers Big Sisters of the Central Gulf Coast**,* 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

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

Sponsored by: Councilmember Ben Reynolds

WHEREAS, *Councilmember Reynolds wishes to appropriate* ***$1,000.00*** *to* ***Big Brothers Big Sisters of the Central Gulf Coast****,* from the *District 4 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***Big Brothers Big Sisters of the Central Gulf Coast****,* 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 ***Big Brothers Big Sisters of the Central Gulf Coast****,* will be used to *assist with the 2026 King Cake-Off.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of* ***$1,000.00*** *to* ***Big Brothers Big Sisters of the Central Gulf Coast****,* 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

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

Sponsored by: Councilmember Ben Reynolds

WHEREAS, *Councilmember Reynolds wishes to appropriate **$5,000.00** to **Mims Park Baseball**,* from the *District 4 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***Mims Park Baseball**,* 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 ***Mims Park Baseball**,* will be used to *assist with the purchase of a mower and other equipment for upkeep of the baseball field.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of **$5,000.00** to **Mims Park Baseball**,* 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

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

Sponsored by: Councilmember *Beau Fleming*

WHEREAS, *Councilmember Fleming wishes to appropriate* ***$8,000.00*** *to* ***The Village of Springhill****,* from the *District 5 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***The Village of Springhill****,* is an Alabama non-profit corporation which provides a service to the community; and

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

WHEREAS, the Mobile City Council determines that this appropriation to ***The Village of Springhill****,* will be used to *assist with maintenance of various landscapes along medians, rights-of-way, pocket parks, planters, and intersection.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of* ***$8,000.00 The Village of Springhill****,* 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

CAPITAL CONTRACT SUMMARY SHEET

N/A

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $18,142.13 be reallocated from CIP Project (E0018) Equipment – Tennis Center to Capital Project (C0568) Copeland Cox Tennis Center – Security Cameras to assist in purchasing security camera equipment.

ADOPTED:

_____

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

C#5654

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: Herndon-Sage Park-Restroom Support Beam

CAPITAL PROJECT #: C0961 (20002000-48010)

CONTRACT AMOUNT: $36,016.00 **DATE OF RECEIPT:** 1/8/2026

ARCHITECTURAL ENGINEERING PROJECT #: PR-044-24

PROJECT DESCRIPTION: Remove rotten structural support members on the restroom building and replace according to consultants approved plans. Paint all new structural members and repaint all exposed structural members.

VENDOR NAME: A and D Remodeling LLC

VENDOR NUMBER: 298784

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: Carleen Stout (Director of REAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)

Performance-Contributed Contractual Non-Contractual

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y _X__ N ___ ; 5% of the 1st 50%
_X__ or
If different, indicate special
rate_____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders
*****General Construction requires Change Order for 10% overages***.

Prepared by: ___*Emma Dean* – **Office Assistant II** **Date:** ___**01/05/2026**

RESOLUTION

2026

Sponsored by:
Mayor Spiro N. Cheriogotis and Councilmember Cory Penn

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

Name of Company:	A and D Remodeling LLC
Project Name:	CIP Herndon-Sage Park-Restroom Support Beam
Project Number:	PR-044-24
Amount:	$36,016.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Herndon-Sage Park-Restroom Support Beam

CAPITAL PROJECT #: C0961 (20002000-48010)

CONTRACT AMOUNT: $36,016.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-044-24

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VENDOR NAME: A and D Remodeling LLC

VENDOR NUMBER: 298784

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: Carleen Stout (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

If different, indicate special rate_____

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

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

Prepared by: *Emma Dean* – Office Assistant II **Date:** 01/05/2026

01.02.2026

Dear Council Members:

Attached to this memo is an agreement between the ONE TIME PAY VENDOR and the City of Mobile, for the project titled “Herndon-Sage Park - Restroom Support Beam” in the amount of $36,016.00.

We look forward to continued communication on this important project. Please call me at 2514875245 or email me at chuck.babin@cityofmobile.org or Shannon McIntyre at 251-208-7635 or email at with questions or concerns.

Respectfully,

Babin, Chuck
Project Manager
Architectural Engineering
2514875245

Information on this project is follows:

Commitment Type:	Construction
Department:	Architectural Engineering
Fiscal Year:	2024
District:	

LEGAL DEPARTMENT — CONTRACT REVIEW COVER SHEET [REVIEW # 1]

To: Emma Dean / REAM
Requester / Department

From: City of Mobile Legal Department
Date: 12/17/2025
CityLaw ID: A25-1063
Project / Contract Title: PR-044-24 Herndon Sage Park Restroom Support Beam Repair
Vendor / Consultant: A and D Remodeling LLC

I. DOCUMENTS SUBMITTED FOR LEGAL REVIEW (✓ all that apply)

- ■ Contract / Agreement / MOU / Easement
- ■ Exhibit A – Scope of Work
- ■ Exhibit B – Compensation or Fee Schedule
- ■ Exhibit C – Insurance Requirements
- ■ Certificate of Insurance (COI)
- ■ Endorsements
- ■ Other (specify): Bid Packet and Pre-Bid Addendum also included in the routing pack.
- ☐ Resolution
- ☐ Amendment(s)
- ☐ Change Order(s)
- ☐ Contract Prior Amendments/Change Orders
- ■ E-Verify documents

II. LEGAL REVIEW STATUS

■ **Approved as to Legal Form and Compliance** — All submitted documents have been reviewed and approved for legal compliance.

☐ *Requires revision before final approval*

III. FOR CIVICPLUS AND ADOBE MATTERS
[The following items were not submitted to Legal for Review]

- ☐ Contract / Agreement / MOU / Easement
- ☐ Exhibit A – Scope of Work
- ☐ Exhibit B – Compensation or Fee Schedule
- ☐ Exhibit C – Insurance Requirements
- ☐ Certificate of Insurance (COI)
- ☐ Endorsements
- ■ Other (specify): (1) Several Scottsdale Insurance pages are illegible, but the endorsements appear to be in order. Please ask that these be resent.

(2) please confirm LLC title and signature authority of the contract signer.

(3) add Project # on the first page.
- ☐ Resolution
- ☐ Amendment(s)
- ☐ Change Order(s)
- ☐ Contract Prior Amendments/Change Orders
- ☐ E-Verify documents

V. LEGAL DEPARTMENT SIGN-OFF

Bryan Horsley — **Reviewed By**
12/17/2025 — **Date**

To whom it may concern:
Troy D. Baxter is a managing member of A and D Remodeling LLC. He is the president.

Troy D Baxter
A and D Remodeling LLC

PUBLIC WORKS SMALL PPROJECT AGREEMENT
BETWEEN CITY OF MOBILE AND CONTRACTOR
FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")

BETWEEN the Owner:

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

And the Contractor:

A and D Remodeling LLC
7970 Tanner Williams Rd.
Mobile AL 36608

City Business License No.: 111657
Secretary of State No.: 000-529-878

For the following Project:

Herndon-Sage Park - Restroom Support Beam
2900 Dauphin Street
Mobile, Alabama 36606
Project Number: PR-044-24

PUBLIC WORKS SMALL PROJECT AGREEMENT
BETWEEN CITY OF MOBILE AND CONTRACTOR

THIS AGREEMENT is made and entered into as of the date of execution by both parties, by and between City of Mobile, a political subdivision of the State of Alabama, hereinafter referred to as the "City" and A and D Remodeling LLC, hereinafter referred to as "Contractor."

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, the City has found the Contractor qualified to perform the necessary services; and

WHEREAS, the Contractor has reviewed the services required pursuant to the Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms.

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

I. CONTRACTOR'S SERVICE

A. The Contractor's Services consist of those described in the Scope of Work which is attached hereto as "**Exhibit A**" and is hereby incorporated as a part of this Agreement and as provided in the Request for Quotes documents that are hereby incorporated by reference as a part of this Agreement as though fully set out herein.

B. If Additional Services are required due to circumstances beyond the Contractor's control, the Contractor shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Contractor's notice shall include a description of the circumstances justifying the "Additional Services" and a proposal to provide the Services.

C. 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.

II. TERM

A. **Commencement & Duration**: This Agreement shall commence on the date of the written Notice to Proceed issued by the City and shall remain in effect until the earlier of (i) completion of all obligations under this Agreement or (ii) Seventy (70) Days from the Effective Date, unless otherwise terminated as provided herein.

III. COMPENSATION AND PAYMENT OF CONTRACTOR'S SERVICE

A. The City shall compensate Contractor in accordance with the agreed-upon pricing schedule:

1. Total Contract Value: $36,016.00 [Thirty-Six Thousand Sixteen and 00/100 Dollars]
2. Base Bid: $26,016.00
   Contingency Allowance: $10,000.00
   Total Bid: $30,016.00
   Alternate: (if none available put N/A) N/A

   Total Contract Sum: $30,016.00
3. Alternates (if any included in the contract sum)

Item: N/A Price: N/A

4. Unit Prices, if any:

Item:	Units and Limitations:	Price per Unit:
N/A	N/A	N/A

5. Payment Schedule: The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month. Provided that an Application for Payment in acceptable format is received by the City of Mobile not later than the first (1st) day of a month, the City shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month.
6. Invoice Submission: Contractor shall submit invoices in accordance with the City's invoicing guidelines, including an itemized description of work performed, associated costs, and supporting documentation.
7. The City reserves the right to withhold payment if deliverables do not meet contractual specifications or if the Contractor is in violation of any contract provision as outlined in Exhibit A.

B. The City shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Agreement an amount not to exceed Thirty-Six Thousand Sixteen and 00/100 Dollars ($36,016.00) which includes a Contingency Allowance of Ten Thousand and 00/100 ($10,000.00) for unanticipated work within the scope of the agreement and may only be authorized at the discretion of the City's Department Head of the Architectural Engineering Department.

C. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional Work as required for a complete, functional project. Contractor shall provide an itemized proposal including same for all Work. Contractor's charges for overhead and profit are limited to 10% of labor, materials and equipment costs on subcontractor's work; and 15% on work of Contractor's own forces.

D. Contingency Allowance shall be used for unforeseen circumstances not covered in the construction documents. All extra work under this section must be authorized by the Owner, in writing, prior to ordering materials or undertaking work.

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

F. Notwithstanding the preceding, Contractor shall perform no work under this Agreement until receipt of a notice to proceed. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Agreement 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.

G. The City's performance and obligation to pay under this Agreement is contingent upon an appropriation by the City Council or by grant award. In the event funds are not appropriated or approved for any fiscal year, this agreement shall terminate upon notice to Contractor. The City shall promptly notify the Contractor if the necessary appropriation is not made.

IV. METHOD OF PAYMENT

A. The City shall pay the Contractor through payment issued by City upon receipt of the Contractor's invoice and written approval of same by the City's Department Head of the Architectural Engineering Department indicating that services have been rendered in conformity with this Agreement.

B. The Contractor shall provide one notarized original signature copies of invoices to the Architectural Engineering Department on a monthly basis and/or upon successful completion of service. Contractor invoices shall be provided on AIA Document G702 and AIA Document G703. Final payment shall not be processed until all required Close-out Documents are submitted to and approved by the Owner.

C. The Contractor's invoices shall be in a form satisfactory to the Department Head of the Architectural Engineering Department who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the City.

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

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

2. The net amount of the Retainage shall be equal to two- and one-half percent (2.5%) of the total Contract Sum, as increased or decreased by Change Order.

V. ADDITIONAL SERVICES

A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.

B. If the City's Department Head of the Architectural Engineering Department requires the Contractor to perform additional services related to this Agreement then the Contractor 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 Agreement by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Agreement is executed by the City and the Contractor. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

VI. LIABILITY OF CONTRACTOR

A. To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Agreement, the work under the Agreement or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. The contractor agrees it is not a design professional within the meaning of, Ala. Code § 41-9A-3 (1975).

B. This section of the Agreement will survive the expiration or termination of the Agreement.

VII. CONTRACTORS INSURANCE

For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall be endorsed to name the City of Mobile as an additional insured, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. Workers' Compensation/Employer's Liability:

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama

2. Employer's Liability with limits of not less than:

   Bodily Injury by Accident $1,000,000 each accident
   Bodily Injury by Disease $1,000,000 policy limit
   Bodily Injury by Disease $1,000,000 each employee

B. Comprchensive General Liability Insurance

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor.

2. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

3. General Aggregate Limit shall apply on a "Per Project" Basis.

C. Automobile Liability Insurance:

1. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

D. Excess/Umbrella Liability Insurance

1. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

2. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

E. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

F. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured.

G. 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.

H. Notice of Cancellation – Certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

I. Certificates of Insurance – General – Within ten (10) calendar days from date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (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.

J. If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

A. The personnel assigned by the Contractor to perform the services of this Agreement shall comply with the terms set forth in this Agreement. The Contractor 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 Contractor's key personnel must receive the City's Department Head's written approval before said changes or substitution can become effective.

B. The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.

C. The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Agreement 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 Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

D. Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Agreement in accordance with the provisions contained herein. The City further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with Alabama competitive bid law if the Contractor does not abide by the terms of this contract.

E. The Contractor 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 Agreement.

F. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at

the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.

G. The Contractor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Contractor is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor'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 Contractor shall be solely responsible for providing benefits and insurance to its employees.

IX. PROOF OF ADVERTISEMENT OF COMPLETION

A. Contractor shall provide proof of publication of Notice of Completion in a locally published newspaper of general circulation, in accordance with Title 39, Section 39-1-1 of the Code of Alabama. For final Contract Sums less than Fifty Thousand and 00/100 Dollars ($50,000.00), the Contractor shall also provide, at the same time notice is sent to the newspaper, an electronic or hard copy of notice verbiage on Contractor letterhead to the City of Mobile for public posting for one week. This Notice of Completion shall not begin until the project has been accepted by the City of Mobile.

B. Notice of Completion advertisement shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that A and D Remodeling LLC has completed the contract for Herndon-Sage Park Restroom Support Beam 2900 Dauphin Street Mobile, Alabama 36606 Project # PR-044-24, in Mobile, Alabama. All persons having any claim for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, AL 36633-1827.

X. LIQUIDATED DAMAGES

A. The parties to this Agreement agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the City for delay in the completion of the work provided for herein, aside from the additional cost of inspection and supervision, would be difficult to ascertain. Accordingly, the parties to the Contract agree that the liquidated damages for those items of damage not otherwise provided for by this Agreement, for each and every day that the time consumed in completing the work provided for in these construction documents exceeds the time(s) allowed therefore, shall be the amount(s) stated below per day, including Saturdays, Sundays, and legal holidays. The parties specifically agree that the

liquidated damages provided for herein do not constitute a penalty. Furthermore, since the additional cost of inspection and supervision arising from a delay is not difficult to ascertain, it is agreed that the Contractor shall pay, in addition to the liquidated damages provided for herein, all expenses for inspection and supervision occasioned by the failure of the Contractor to complete the work within the time(s) fixed for completion herein. The amount(s) of liquidated damages together with the additional costs for inspection and supervision occasioned by the Contractor's delay will be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties for the Contractor shall be liable therefore. The amount of liquidated damages to be assessed for each calendar day that Substantial Completion is delayed beyond the required date of Substantial Completion shall be $250 per day. The amount of liquidated damages to be assessed for each calendar day that Final Acceptance is delayed beyond the required date of Final Acceptance shall be $150 per day.

XI. FORCE MAJEURE

A. The Contractor specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth herein, or as otherwise identified in the City's purchase order or 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 Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

XII. OBLIGATIONS OF THE 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 Contractor all applicable information and technical data in City's possession or control reasonably requested by Contractor 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 Contractor payment requests for approval or rejection. 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Agreement.

D. The City shall not provide any services to the Agreementor in connection with any claim brought on behalf of or against the Contractor.

XIII. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor 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 Contractor to satisfy the requirements of this Agreement, as documented by the Department Head, shall be considered a default of the Agreement and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor 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 Agreement 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 13.1 above.

D. The parties may mutually agree to terminate this Agreement. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor 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 Contractor has abandoned performance under this Agreement, then the City may terminate this Agreement upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above. Contractor 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 Contractor 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 Agreement or 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 Contractor's work not performed in accordance with the requirements of this Agreement; 2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor'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 Contractor; 5. The Contractor's failure or refusal to perform any other obligation under this Agreement. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

H. BEST MANAGEMENT PRACTICES (BMPs): The Contractor shall be responsible for providing, implementing, and maintaining BMPs for sediment and erosion control, and all other applicable regulations, in full compliance with Local, State, and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act, the Alabama Water Pollution Control Act, the current version of the Alabama Handbook for Erosion Control, Sediment Control and Storm Water Management on Construction Sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm Water Management

and Flood Control. All wastewater with oils, grease, etc., shall be properly contained and disposed of.

XIV. DISPUTE RESOLUTION

A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in the City of Mobile, 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 the City of Mobile, 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. Contractor 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 Contractor shall be required to continue its services and all other obligations under this Agreement during the pendency of the claim or dispute, including, but not limited to, the actual period of mediation or judicial proceedings.

XV. CONTRACTOR WARRANTY

A. Upon completion of the contract the Contractor shall certify under oath that all bills have been paid in full.

B. In addition to manufacturer warranties required by the Bid Documents, Contractor shall provide a one (1) year Labor and Materials Warranty on company letterhead at completion of the Agreement.

C. All products provided under this Agreement shall be new and of the most suitable grade for the purpose intended.

D. 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 Agreement, the Contractor 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 Contractor shall refund to the City any money which has been paid for same.

E. Contractor warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Contractor's standard product warranty is for a period of time longer than that stated above, this warranty shall be extended to that longer duration.

F. 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 Contractor as set out in a reasonably detailed written notice to cure any non-conformance within thirty (30) days of occurrence, Contractor agrees to re-perform the services to achieve commercially reasonable conformance with this warranty.

XVI. SUSPENSION/STOP WORK ORDER

A. The City's Department Head, may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Agreement. 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 Contractor. Upon receipt of such an order, the Contractor 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 Contractor 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 Agreement in accordance with provisions contained in Section 13.1.

B. In the event the City of Mobile determines not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section 13.1. 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 Contractor to resume work within ninety (90) days, the Contractor may terminate this Agreement.

XVII. NOTICES

A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is Carleen Stout, REAM Director or the Director's designated representative Chuck Babin.

B. Any notices of any nature, whatsoever, including but not limited to notice of termination or default 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 of Mobile
Architectural Engineering Department
205 Government St
5th Floor, South Tower
PO Box 1827
Mobile, AL 36633

Copy to: City Attorney
City of Mobile Legal Department
Post Office Box 1827
Mobile, AL 36633-1827

To Contractor: A and D Remodeling LLC
7970 Tanner Williams Rd.
Mobile AL 36608

C. Any change in the City's Department Head or the Contractor's Authorized Agent will be promptly communicated by the party making the change.

XVIII. DEFAULT/ BREACH

A. Default. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance,10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet

minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

XIX. EFFECT OF DEFAULT

A. Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Agreement 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 Contractor and to recover any damages caused thereby; and (iii) the right to terminate this Agreement either as to the entire Project or part thereof, in either case by giving Contractor written notice of such termination. In the event of termination of this Agreement by the City because of the Contractor's default or breach, the City may take possession of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

XX. WITHHOLDING PAYMENT DUE

A. 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.

XXI. CURE PLAN

A. 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.

XXII. 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. Contractor 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, Contractor shall implement such recommendations as directed by the City, subject to equitable adjustments if necessary.

XXIII. ANTI-BOYCOTT

A. Contractor 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 Ala. Code § 41-16-5 (1975).

XXIV. NON-DISCRIMINATION

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

XXV. 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 Ala. Code §31-13-9 (1975), 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.

XXVI. CONTRACT DOCUMENTS

A. The contract documents consist of this Agreement, the Request for Quotes documents, Exhibit "A" Scope of Work, Addenda issued prior to the execution of the Agreement, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Agreement, and are fully a part of the Agreement as if attached to this Agreement or repeated herein. The contract documents are intended to agree, and if clarification of a conflict has not been made via Addendum, then the most restrictive or costly interpretation by the Director of Real Estate Asset Management will apply.

B. The following documents are incorporated by reference and made part of this Agreement:

1. Scope of Work (attached hereto as Exhibit A);

2. Certificate of Liability Insurance (attached hereto as Exhibit B);

3. Sample E-Verify MOU for Employers (attached hereto as Exhibit C); and

4. City of Mobile: Office of Supplier Diversity – Subcontractor and Major Supplier Plan (attached hereto as Exhibit D).

XXVII. MISCELLANEOUS

A. Contractor shall obtain, at his own expense, all necessary licenses, inspections, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. City of Mobile department permits, when required, shall be obtained by the Contractor at no cost.

B. 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.

C. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

D. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.

E. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Agreement.

F. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

G. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

H. 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.

I. 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.

J. 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.

K. 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.

L. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

M. 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.

N. 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.

O. 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.

P. Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

Q. 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.

R. 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.

S. Attorney's Fees and Costs. If the City is required to take legal action to enforce this contract, the contractor agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.

T. 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.

U. 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.

[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 last written below.

CONTRACTOR:

Partner

By: Troy Baxter, Partner
[Name and Title]

STATE OF ALABAMA)
CITY OF MOBILE)

I, the undersigned Notary Public, in and for said City in said State, hereby certify that Troy Baxter, whose name as Partner of A and D Remodeling LLC is signed to the foregoing contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing contract, as such officer and with full authority, execute the same voluntarily for and as the act of said not-for-profit corporation on the day the same bears date.

Given under my hand this the 2nd day of December, 2025.

(SEAL)

Notary Public
My Commission Expires:

TANYA SKELTON
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES FEB. 04, 2026

CITY OF MOBILE, A Municipal Corporation

By:_____ Date_____
Spiro N. Cheriogotis, Mayor

ATTEST:

_____
City Clerk

REV.04/01/2025

PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, A and D Remodeling LLC 7970 Tanner Williams Rd. Mobile AL 36608, hereinafter called the Principal, and RLI Insurance Company 9025 N Lindbergh Dr Peoria IL 61615, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of Thirty-Six Thousand Sixteen and 00/100 Dollars ($36,016.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 2025 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete Herndon-Sage Park - Restroom Support Beam (PR-044-24) 2900 Dauphin Street Mobile, Alabama 36606, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

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

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

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 3rd day of December, 2025.

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

CONTRACTOR AS PRINCIPAL
Company: _____
(Corporate Seal)

By: _____
(Signature)
Name and Title: Troy D Burke Member

SURETY
Company: RLI Insurance Company
(Corporate Seal)

By: _____
(Signature)
Name and Title: Ann M Darling, Attorney in Fact

Resident Agent: _____
(Signature)
Name and Title: Ann M. Darling
Company Name: The Darling Agency, Inc.
Address: 3812 Cottage Hill Rd
Mobile, AL 36609
Phone and Fax: 251-661-3098, 251-665-9243 Fax

Owner's Representative: Shannon McIntyre
Director, Architectural Engineering
PO Box 1827
Mobile, AL 36633
251-208-7454

POWER OF ATTORNEY

RLI Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Bond No. LSM1359631

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That the **RLI Insurance Company**, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Ann M Darling in the City of Mobile, State of Alabama, as it's true and lawful Agent and Attorney In Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, specifically for the following described bond.

Principal: **A and D Remodeling, LLC**
Obligee: **City of Mobile**
Bond Amount: **$ 36,016.00**

The acknowledgement and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Sr. Vice President with its corporate seal affixed this 3rd day of December, 2025.

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company

By: _____
Eric Raudins — Sr. Vice President

State of Ohio
County of Cuyahoga } SS

On this 3rd day of December, 2025, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: _____
Jill A. Scott — Notary Public

JILL A. SCOTT
Notary Public, State of Ohio
My Commission Expires
September 22, 2030

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 3rd day of December, 2025.

RLI Insurance Company

By: _____
Christina Dean — Corporate Secretary

A0006221_R_SUBS_BID

LABOR AND MATERIAL PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, A and D Remodeling LLC 7970 Tanner Williams Rd. Mobile AL 36608, as Principal, and RLI Insurance Company 9025 N Lindbergh Dr Peoria IL 61615, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of Thirty-Six Thousand Sixteen and 00/100 Dollars ($36,016.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2025 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Herndon-Sage Park - Restroom Support Beam (PR-044-24) 2900 Dauphin Street Mobile, Alabama 36606, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED,** however, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint Ann M Darling **Attorney-In-Fact,** as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.

(c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.

(e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 3rd day of December, 2025

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

CONTRACTOR AS PRINCIPAL
Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title: Troy D Bryan Member

SURETY
Company: RLI Insurance Company
(Corporate Seal)

By: _____
(Signature)

Name and Title: Ann M Darling, Attorney in Fact

Resident Agent: _____
(Signature)

Name and Title: Ann M. Darling, Agent
Company Name: The Darling Agency, Inc.
Address: 3812 Cottage Hill Rd
Mobile, AL 36609
Phone and Fax: 251-661-3098, 251-665-9243 Fax

Owner's Representative: Shannon McIntyre
Director, Architectural Engineering
PO Box 1827
Mobile, AL 36633
251-208-7454

POWER OF ATTORNEY

RLI Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Bond No. LSM1359631

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That the **RLI Insurance Company**, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Ann M Darling in the City of Mobile, State of Alabama, as it's true and lawful Agent and Attorney In Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, for the following described bond.

Principal: A and D Remodeling, LLC
Obligee: City of Mobile
Bond Amount: $ 36,016.00

The acknowledgement and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Sr. Vice President with its corporate seal affixed this 3rd day of December, 2025.

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company

Eric Raudins — Sr. Vice President

State of Ohio
County of Cuyahoga } SS

On this 3rd day of December, 2025, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Jill A. Scott — Notary Public

JILL A. SCOTT
Notary Public State of Ohio
My Commission Expires
September 22, 2030

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 3rd day of December, 2025.

RLI Insurance Company

By: Christina Dean — Corporate Secretary

A0006221_R_BID_2

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Small Business Development for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967

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

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

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

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

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

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

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

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Small Business Development for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967

FORM 1: Background and Plan (Cont'd

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

Please Print Company_____Your Bid/Proposal Amount $_____ Date:_____

Description_____ Name of Bidder/Proposer: _____

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

Subcontractor or Major Supplier	**Phone**	**Scope(s) of Work to be performed by the DBE, SDVOB**	**$$ Value of Proposed Contract with DBE**	**% of TOTAL Contract**	**DBE?**	Official Verification Only

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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.
		DBE/ALDOT DBE LIST(S): The bidder utilized the Office of Small Business Development list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

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

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:
1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further details as to why and attach the document to this form if there is an inability to break out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

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

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Small Business Development for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967

FORM 1: Background and Plan

Section I. Information about your company

Company	A and D Remodeling LLC
Address	7970 Tanner Williams Rd Mobile 36608
Telephone	251-366-5195
E-Mail	adremodeling10@gmail.com

RFP/RFQ Solicitation Number	
Project Description	
Is your company a DBE company?	Yes ☐ No ☑
Work force demographics	Male 7 Female 2 Minority 1 Non-minority ____ SDVO ____
	Total number of Employees 9

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Troy D Baxter

Signature: Troy D Baxter Date: ____

Title: Partner

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

Name: ____ Title: ____

Email: ____ Phone: ____

City of Mobile

Office of Supplier Diversity

Request of Waiver of DBE Goal

The City of Mobile establishes an overall goal of 15% utilization of socially and economically disadvantaged businesses for all public spending or private projects that utilize public funding and/or incentives.

Use this form to request a waiver of DBE goals on a City of Mobile Bid, RFP, solicitation or contract. You can download a PDF fill-in version of this form at https://cityofmobile.sharepoint.com/sites/COMPortal .
Contact the Office of Supplier Diversity at 251-208-7967 if you require assistance with completing this or any other DBE form.

This form should be completed by the City department requesting a waiver. Upon completion, submit the form to the Office of Supplier Diversity by email at officeofsupplierdiversity@cityofmobile.org.

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# PR-044-24 Current Date 10 / 30 / 25

Project Description Herndon-Sage Park - Restroom Support Beam

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.

Potential contractors will provide single trade services and will not be using any sub-contractors

Shannon McIntyre
Requested By (Department Director)

Shannon McIntyre | AE Director | 10/30/2025
(Signature) **(Title)** **(Date)**

Telephone Number **Email Address**

Archnique Kidd
Reviewed By (Office of Supplier Diversity)

Archnique Kidd | Small Bus. Dev. Mgr | 10/30/2025
(Signature) **(Title)** **(Date)**

Approved By (CAO)

PR-044-24_Waiver of DBE Goals Form 2

Final Audit Report 2025-10-30

Created:	2025-10-30
By:	Emma Dean (emma.dean@cityofmobile.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAztWjMs5XFgXcE1xgM58NzuU3BDkWsTwM

"PR-044-24_Waiver of DBE Goals Form 2" History

Document created by Emma Dean (emma.dean@cityofmobile.org)
2025-10-30 - 1:08:34 PM GMT- IP address: 76.8.254.3

Document emailed to Shannon McIntyre (shannon.mcintyre@cityofmobile.org) for signature
2025-10-30 - 1:09:50 PM GMT

Email viewed by Shannon McIntyre (shannon.mcintyre@cityofmobile.org)
2025-10-30 - 1:09:57 PM GMT- IP address: 62.10.205.18

Document e-signed by Shannon McIntyre (shannon.mcintyre@cityofmobile.org)
Signature Date: 2025-10-30 - 1:20:12 PM GMT - Time Source: server- IP address: 76.8.254.3

Document emailed to Archnique Kidd (archnique.kidd@cityofmobile.org) for signature
2025-10-30 - 1:20:14 PM GMT

Email viewed by Archnique Kidd (archnique.kidd@cityofmobile.org)
2025-10-30 - 2:25:31 PM GMT- IP address: 104.47.64.254

Document e-signed by Archnique Kidd (archnique.kidd@cityofmobile.org)
Signature Date: 2025-10-30 - 2:26:09 PM GMT - Time Source: server- IP address: 76.8.254.3

Agreement completed.
2025-10-30 - 2:26:09 PM GMT

Alabama Secretary of State

A and D Remodeling LLC

Entity ID Number	000-529-878
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Jefferson County
Formation Date	09/17/2018
Registered Agent Name	USCA INC
Registered Office Street Address	100 OXMOOR ROAD SUITE 110 BIRMINGHAM, AL 35209
Registered Office Mailing Address	100 OXMOOR ROAD SUITE 110 BIRMINGHAM, AL 35209
Nature of Business	
Organizers	
Organizer Name	LEGALZOOM.COM INC
Organizer Street Address	9900 SPECTRUM DRIVE AUSTIN, TX 78717
Organizer Mailing Address	9900 SPECTRUM DRIVE AUSTIN, TX 78717
Annual Reports	
Report Year	2019 2020 2021 2022 2023
Transactions	
Transaction Date	09/20/2018
Miscellaneous Filing Entry	New Entity Effective 09-17-2018 11:01
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	09/20/2018 Certificate of Formation 5 pgs.

Browse Results New Search

Company ID Number: 2333675

Approved by:

Employer	
A and D Remodeling LLC	
Name (Please Type or Print) TROY D BAXTER	**Title**
Signature Electronically Signed	**Date** 12/04/2023
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 12/05/2023

Company ID Number: 2333675

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	A and D Remodeling LLC
Company Facility Address	11130 ORA LN MOBILE, AL 36608
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	831976182
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1 site(s)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/29/2025

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

The Darling Agency, Inc.
3812 Cottage Hill Road
Mobile, AL 36609-6510

CONTACT NAME: Greg Darling
PHONE (A/C, No, Ext): 251-661-3098 FAX (A/C, No): 251-665-9243
E-MAIL ADDRESS: greg@thedarlingagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Scottsdale Insurance Company	41297
INSURER B : Ace American Insurance Company / Sheffield Fu	22667
INSURER C : Integon National Insurance Company	29742
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

A and D Remodeling, LLC
11130 Ora LN

Mobile AL 36608

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	RBS0331259	02/01/2025	02/01/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Contractual Liability						MED EXP (Any one person)	$ 5,000
	CG 00 01 04 13						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY	X	X	2004618210 - 08	02/01/2025	02/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR	X	X	XLS1228792	02/01/2025	02/01/2026	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		X	600-2026-37706-00	01/01/2026	12/31/2026	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

General Contractor - Remodel

Project Name: Herndon-Sage Park - Restroom Support Beam 2900 Dauphin Street Mobile, Alabama 36606 PR-044-24

City Of Mobile is included as an Additional Insured with respect to the General Liability, Automobile Liability, and Excess Liability. All policies, except workers compensation, shall be Primary and Non-contributory with any other insurance in force or which may be purchased by Additional Insured. Waiver Of Subrogation applies in favor of City Of Mobile with respect to General Liability, Automobile Liability, Excess Liability, and Workers Compensation and Employers Liability. 30 Day Notice of Cancellation, non renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Greg Darling

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Shield Commercial Insurance Services
43725 Monterey Avenue #A
Palm Desert, CA 92260
760-345-9029x223

Quote: 603665

Printed on 03/18/2025

POLICY ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change #1

POLICY NUMBER	POLICY CHANGES EFFECTIVE	COMPANY
RBS0331259	At 12:01AM on 03/17/2025	Scottsdale Insurance Company
Ref:		
NAMED INSURED		**AUTHORIZED REPRESENTATIVE**
A And D Remodeling LLC		

COVERAGE PARTS AFFECTED:

Changes to the Schedule of Additional Insured:

	Name	Address	Type
Added	For work performed as required by insured written contract with City of Mobile		ScheduledAIPerProject

Authorized Agent

Total Premium	Premium Change
$4,365.00	$350.00

Additional Premium

Endorsement	$350.00
Service Fee	$36.00
AL Surplus Lines	$23.16
Total	**$409.16**

SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO. 1

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
RBS0331259	03/17/2025	A And D Remodeling LLC	047BZ

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Designated Construction Project(s):
For work performed as required by insured written contract with City of Mobile

1. For all sums covered under **SECTION I—COVERAGES, COVERAGE A—BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B—PERSONAL AND ADVERTISING INJURY LIABILITY** and for all medical expenses covered under **SECTION I—COVERAGES, COVERAGE C—MEDICAL PAYMENTS** that can be attributed only to ongoing operations at the designated construction project shown in the Schedule above:

a. A separate Designated Construction Project General Aggregate Limit applies to the designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown on the Declarations Page of this policy.

b. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under **COVERAGE C** regardless of the number of:

(1) Insureds;

(2) Claims made or suits brought; or

(3) Persons or organizations making claims or bringing "suits."

c. Any payments made under **COVERAGE A** and **B** and for damages or under **COVERAGE C** for medical expenses will reduce the Designated Construction Project General Aggregate Limit for the above designated construction project. Such payments shall not reduce the General Aggregate Limit shown on the Declarations Page nor will they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project designated above or by separate endorsement.

d. The limits shown in the Declarations for Each Occurrence, Damage to Premises Rented to You and Medical Expense continue to apply. However, instead of being subject to the General Limit

Aggregate shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

2. For all sums which the Named Insured becomes legally obligated to pay as damages caused by "bodily injury" or "property damage" under **SECTION I, COVERAGE A** of the policy, and for all medical expenses caused by an accident under **SECTION I, COVERAGE C,** which cannot be attributed only to ongoing operations at a single above designated construction project:

a. Any Payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expense will reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

b. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

3. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

4. If the applicable designated construction project has been abandoned, delayed or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

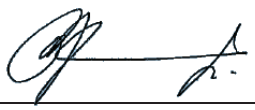
5. The provisions of **SECTION III—LIMITS OF INSURANCE** not otherwise modified by this endorsement will continue to apply as set forth in the policy.

6. The terms and conditions of this endorsement will not apply to any construction project not specifically designated in this endorsement.

7. This endorsement is only applicable if the designated construction project is identified specifically at the top of this endorsement.

8. Notwithstanding any of the provisions above or elsewhere in the policy, the maximum amount of all separate per project aggregate payments "we" will be obligated to issue annually during this policy term for the separate Construction Project General Aggregate Limits combined will be limited to the sum of five million dollars ($5,000,000) collectively.

All other terms, conditions and provisions of the policy remain unchanged.



03/17/2025

AUTHORIZED REPRESENTATIVE DATE

ENDORSEMENT

THIS ENDORSEMENT EFFECTIVE: 1/01/2025

MEMBER: A AND D REMODELING LLC
11130 ORA LANE
MOBILE, AL 36608-9022

DATE ISSUED: 12/02/2024
Employer: 600-2025-37706-00
FEIN Number: 831976182
Risk ID No:
GSI #: 26-40339

UNIT #37706-00

FUND:

REASON FOR ENDORSEMENT:

IT IS HEREBY UNDERSTOOD AND AGREED THAT A BLANKET WAIVER OF SUBROGATION HAS BEEN ISSUED IN FAVOR OF THE COMPANY REQUIRING A WAIVER OF SUBROGATION BY WRITTEN CONTRACT.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

CC: THE DARLING AGENCY AGT# 02340
ALABAMA DEPT. OF INDUSTRIAL RELATIONS

ISSUED BY: POLICY SERVICES DEPARTMENT
THE SHEFFIELD FUND
THE SHEFFIELD BUILDING
900 CORPORATE DRIVE
BIRMINGHAM, AL 35242
205-437-2344

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
RBS0331259	02/01/2025	A And D Remodeling LLC	047BZ

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED—ONGOING OPERATIONS—OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any "additional insured" person, entity or organization where work is performed by you if ongoing operations coverage is required by insured contract	Any location of "additional insured" person, entity or organization where work is performed by you if ongoing operations coverage is required by insured contract.

SECTION II—WHO IS AN INSURED, is amended to include, for **COVERAGE A—BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** only, as an additional insured, the person, entity or organization designated in this endorsement for whom the Named Insured is performing ongoing operations only when the Named Insured has agreed with the person, entity or organization in an “insured contract” to name the person, entity or organization as an “additional insured.”

1. Such person, entity or organization is only an “additional insured” with respect to liability for “bodily injury” or “property damage” caused, in whole or in part, by the ongoing operations of the Named Insured performed for the “additional insured” at the designated location.
2. The “insured contract” must be currently in effect or become effective during the policy period, be executed prior to the “bodily injury” or “property damage” first happening and be between the Named Insured and the “additional insured.”
3. This coverage does not apply to “bodily injury” or “property damage” after:
   a. “Your work” for the additional insured has been completed; or
   b. That portion of “your work” out of which the “bodily injury” or “property damage” arises has been put to its intended use by any person or organization.
4. The applicable limit of our liability shall not be increased by the inclusion of the additional insured under the policy.
5. We shall have no duty to indemnify the additional insured for damages, claims or any other liabilities arising from actions, inactions, errors or omissions of the “additional insured.”

6. Our duty to contractually indemnify the additional insured under an "insured contract" pursuant to this endorsement shall be limited to that sum derived by applying the percentage of fault of the Named Insured as determined by the trier the trier-of-fact to the total damage sum allocated by the trier-of-fact to the "additional insured." Under no circumstances shall we pay more than this proportionate contractual indemnity share required of the policyholder in the "insured contract."

7. Any contractual indemnity payments made on behalf of any additional insured under an "insured contract" shall reduce the applicable limits of insurance on a dollar for dollar basis. Any contractual indemnity payments paid to or on behalf of the "additional insured" pursuant to this endorsement are subject to the terms, conditions and limitations of the policy.

8. This endorsement does not create a duty on our part to defend the additional insured or to participate in, contribute to, or reimburse any person, organization or entity for any fees or expenses incurred in the defense of the "additional insured."

SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS, Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of the policy is amended to include:

An additional insured under this endorsement shall in addition to complying with all provisions of the policy:

1. Give written notice to us of an occurrence or an offense which may result in a claim or "suit" within thirty (30) days of notice to the "additional insured."

2. Give written notice to us of a claim or "suit" brought against the "additional insured" within thirty (30) days of the additional insured being served with the claim or "suit."

3. Give written notice to any other insurer who has or may have coverage under its policy or policies for a claim, "suit" or demand for defense or indemnity within thirty (30) days of the "additional insured" being served with the claim, "suit" or demand for defense or indemnity. Such notice must demand the full coverage available under the policy. The "additional insured" will not take any action to waive or limit such other coverage available to it.

4. Obtain and provide to us copies of each and every policy from each and every insurer identified pursuant to the preceding paragraph.

The followingis added to **SECTION V—DEFINITIONS:**

ADDITIONAL INSURED

"Additional insured" means any person or organization that the Named Insured has agreed in an "insured contract" to name as an "additional insured" and has been named or identified by description in an "additional insured" endorsement issued and attached to the policy. Coverage is afforded under this policy for an additional insured for Coverage A liability only.

"Bodily injury" and "property damage" coverage is afforded to the "additional insured(s)" as provided in the insuring agreement and subject to all policy provisions, provided that the "bodily injury" or "property damage" also:

1. First takes place after the execution of the "insured contract"; and

2. Arises from "your work" performed for the "additional insured"(s) during the policy period or arises from "your" "ongoing operations."

This endorsement is subject to all terms, conditions and exclusions of the policy, which remain unchanged.



01/23/2025

AUTHORIZED REPRESENTATIVE DATE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the Business Auto Coverage Form and under the Commercial General Liability Endorsement when attached thereto.

With respect to coverage provided by this endorsement, the provisions of the Business Auto Coverage Form and the Commercial General Liability Endorsement apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:12-03-2025
Named Insured:A AND D REMODELING, LLC

If you pay for this Blanket Waiver of Subrogation Endorsement, the **Transfer Of Rights Of Recovery Against others To Us** condition will not apply to any person or organization with whom the named insured has executed a written waiver agreement, as required by written contract, but only to the extent that subrogation is waived prior to the “accident” or the “loss”.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the Business Auto Coverage Form and under the Commercial General Liability Endorsement when attached thereto.

With respect to coverage provided by this endorsement, the provisions of the Business Auto Coverage Form and the Commercial General Liability Endorsement apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 12-03-2025
Named Insured: A AND D REMODELING, LLC

If you pay for this Blanket Additional Insured Endorsement, we agree that any person or organization with whom you have entered into a written agreement prior to any "loss" will be added as an Additional Insured. This applies only with respect to the liability coverage provided by the policy and solely to the extent that the Additional Insured is liable for your operations. This insurance applies to the Additional Insured only to the extent that they qualify as an "insured" under the Who Is An Insured provision contained in **Section II** of the Business Coverage Form. Such person or organization also qualifies as an “insured” under the Commercial General Liability Endorsement when attached to the policy.

When required by a written contract or written agreement you enter prior to the "loss", this insurance will be primary and will not seek contribution from any other insurance available to an Additional Insured, provided that all of the following conditions are met:

1. The Additional Insured is a Named Insured under such other insurance;
2. The written contract or written agreement specifies that this insurance will be primary and will not seek contribution from any other insurance available to the Additional insured; and
3. The Additional Insured is not solely liable for the "loss."

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SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
RBS0331259	02/01/2025	A And D Remodeling LLC	047BZ

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(S) or Organization(S):	Designated Construction Project:
Any person or organization against whom subrogation is required to be waived by an "insured contract".	Any construction project performed by you for any person or organization against whom subrogation is required to be waived by an "insured contract".

SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer Of Rights Of Recovery Against Others To Us is deleted in its entirety and replaced by the following:

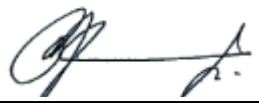
8. Transfer Of Rights Of Recovery Against Others To Us

If any insured has rights to recover all or part of any payment we have made under the applicable Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair such rights. At our request, such insured will bring “suit” or transfer those rights to us and help us enforce them.

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for “bodily injury” or “property damage” arising out of “your work” done under an “insured contract” with that person or organization at the designated construction project.

This waiver applies only if the designated construction project shown in the Schedule above is completed and only to the construction project designated in the above Schedule.

All other terms, conditions and exclusions of the policy remain unchanged.



01/23/2025

AUTHORIZED REPRESENTATIVE DATE

SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
RBS0331259	02/01/2025	A And D Remodeling LLC	047BZ

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED—ONGOING OPERATIONS—PRIMARY AND NON-CONTRIBUTORY—OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION II—WHO IS AN INSURED, is amended to include, for **COVERAGES A—BODILY INJURY AND PROPERTY DAMAGE LIABILITY,**only, as an additional insured, the person, entity or organization designated in this endorsement for whom the Named Insured has performed operations only when the Named Insured has agreed with the person, entity or organization in an insured contract to name the person, entity or organization as an additional insured.

1. Such person, entity or organization is only an additional insured with respect to liability for “bodily injury” or “property damage” caused, in whole or in part, by the ongoing operations of the Named Insured performed for the additional insured.
2. The “insured contract” must be currently in effect or become effective during the policy period, be executed prior to the “bodily injury”or “property damage” first happening and be between the Named Insured and the additional insured.
3. This coveragedoes not apply to “bodily injury” or “property damage” after:
   a. **“**Your work”for the additional insuredhas been completed; or
   b. That portion of “your work” out of which the “bodily injury” or “property damage”arises has been put to its intended use by any person or organization.
4. The applicable limit of our liability shall not be increased by the inclusion of the additional insured under the policy.
5. We shall have no duty to indemnify the additional insured for damages, claims or any other liabilities arising from actions, inactions, errors or omissions of the additional insured.
6. Our duty to contractually indemnify the additional insuredunder an “insured contract” shall be limited to that sum derived by applying the percentage of fault of the Named Insured as determined by the trier the trier-of-fact to the total damage sum allocated by the trier-of-fact to the additional insured. Under no circumstances shall we pay more than this proportionate contractual indemnity share.
7. Any contractual indemnity payments made on behalf of any additional insured under an “insured contract”shall reduce the applicable limits of insurance on a dollar for dollar basis. Any contractual indemnity payments are subject to the terms, conditions and limitations of the policy.

8. This endorsement does not create a duty on ourpart to defend the additional insuredor to participate in, contribute to, or reimburse any person, organization or entity for any fees or expenses incurred in the defense of the additional insured.

SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS, Condition **2**. **Insured's Duties In The Event Of Occurrence, Offense, Claim Or Suit**of the policy is amended to include:

An additional insuredunder this endorsement shall in addition to complying with all provisions of the policy:

1. Give written notice tous of an "occurrence" or an offense which may result in a claim or "suit" within thirty (30) days of notice to the additional insured.
2. Give written notice to us of a claim or "suit" brought against the additional insured within thirty (30) days of the additional insured being served with the claim or "suit".
3. Give written notice to any other insurer who has or may have coverage under its policy or policies for a claim,"suit" or demand for defense or indemnity within thirty (30) days of the additional insured being served with the claim,"suit"or demand for defense or indemnity.Such notice must demand the full coverage available under the policy.The additional insured will not take any action to waive or limit such other coverage available to it.
4. Obtain and provide to us copies of each and every policy from each and every insurer identified pursuant to the preceding paragraph.

The coverage provided by this endorsement is primary and non-contributory and no insurance held or owned by the additional insured shall be called upon to cover damages under this policy up to the limits of this policy, but only if the "bodily injury" or "property damage" under this policy is caused directly, in whole or in part, from your ongoing operations performed for the additional insured.

This endorsement is subject to all terms, conditions and exclusions of the policy, which remain unchanged.



01/23/2025

AUTHORIZED REPRESENTATIVE DATE

PROJECT MANUAL

FOR

Herndon-Sage Park
Restroom Support Beam

2900 Dauphin Street
Mobile, Alabama 36606

Project # PR-044-24

October 15, 2025

BARTER & ASSOCIATES, INC.

City of Mobile
Architectural Engineering Department
205 Government Plaza
P.O. Box 1827
Mobile, Alabama 36633-1827

Bid Date: Wednesday, November 12, 2025

INDEX TO DOCUMENTS

SECTION DOCUMENT NAME

DIVISION 0 BIDDING AND CONTRACT REQUIREMENTS
- Section 00100 Invitation to Bid
- Section 00200 Instructions to Bidders
- Section 00400 Bid Form
  - Sales Tax Form C-3A
  - Office of Small Business Development Subcontracting and Major Supplier Plan
- Section 00500 Standard form of Agreement Between Owner and Contractor –
  - FY25 Master A101 Agreement (Standard Services Contract)
- Section 00600 Bonds, Certificates and Affidavits
  - Performance Bond (Owner's modified form)
  - Labor and Material Payment Bond (Owner's modified form)
  - Application and Certificate for Payment –
    - AIA Document G702 and
    - AIA Document G703 with DBE Utilization Report
  - Certificate of Substantial Completion –
    - AIA Document G704
  - Contractor's Affidavit of Payment of Debts and Claims –
    - AIA Document G706
  - Contractor's Affidavit of Release of Liens –
    - AIA document G706A
  - Consent of Surety to Final Payment –
    - AIA Document G707
  - Request for Taxpayer Identification Number and Certification, W-9 Form, and City of Mobile Vendor Information Form
  - E-Verify Documentation (Sample)
- Section 00700 General Conditions of the Contract for Construction –
  - AIA Documents A201 (with Owner's modifications)

DIVISION 1 GENERAL REQUIREMENTS

- Section 01010 Summary of Work
- Section 01310 Project Management & Co-ordination
- Section 01320 Construction Progress Documentation
- Section 01330 Submittal Procedures
- Section 01635 Substitution Procedures
- Section 01700 Execution Requirements
- Section 01710 Close out Procedures
- Section 017839 Project Record Documents

DIVISION 2 SITEWORK
DIVISION 3 CONCRETE
DIVISION 4 MASONRY

DIVISION 5 METALS
DIVISION 6 WOOD AND PLASTIC

Section 061063 Exterior Rough Carpentry

DIVISION 7 THERMAL AND MOISTURE PROTECTION
DIVISION 8 DOORS AND WINDOWS
DIVISION 9 FINISHES

Section 099113 Exterior Painting

DIVISION 10 SPECIALTIES
DIVISION 11 EQUIPMENT
DIVISION 12 FURNISHINGS
DIVISION 13 SPECIAL CONSTRUCTION

Drawings:

S0 General Notes
S1 Reference Plans
S2 Truss Elevations
S3 Truss Elevations
S4 Structural Details

SECTION 00100
INVITATION TO BID

You are invited to submit a sealed bid for construction of the following facility:

PROJECT NAME:	Herndon-Sage Park - Restroom Support Beam
PROJECT LOCATION:	2900 Dauphin Street, Mobile, AL 36606
PROJECT NUMBER:	PR-044-24

1 BID DATE:

A. Sealed Bids will be received and clocked in until 2:15 PM local time, Wednesday, the 12th day of November, 2025. Bidders shall insert sealed Bids into a receptacle, marked “City of Mobile Bids”, located in the elevator lobby outside the office of the City Clerk Office, 9th Floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602.

B. All Bids not clocked in at the City Clerk’s Office prior to the time specified, or Bids received after the specified time, will be automatically rejected and returned immediately, unopened.

C. Bids will be publicly opened and read at 2:30 PM local time, in the Atrium Lobby of Government Plaza.

2 SPECIFICATIONS AND DRAWINGS:

A. Specifications and Drawings are on file and may be examined and obtained from the following location: https://www.cityofmobile.org/bids/

B. Bidders shall use complete sets of Bid Documents in preparing their bid. Neither the Owner nor Architect/Engineer assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

C. **Addenda will be issued via e-mail to all Pre-Bid Conference attendees.**

D. **This is a tax-exempt project and shall be certified by the requirements of the Alabama Department of Revenue. Bidders shall NOT include sales and use taxes with their bid amounts. Bidders shall complete the Sales Tax Form C-3A and include it as an attachment to their Bid Form (see Section 00400).**

3 BID SURETY: Required on Bids $10,000.00 or more

A. A Cashier’s Check drawn on a bank registered to do business in the State of Alabama, and which is a member of the Federal Deposit Insurance Corporation, or a Bid Bond payable to Owner, City of Mobile, in the amount of 5% of the Base Bid, but in no event more than $10,000.00 is required to accompany Bid.

B. Bid Bond must be issued by a Surety licensed to do business in the State of Alabama. Bidder shall require the attorney in fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

C. No Bid may be modified, withdrawn, or canceled for a period of sixty (60) days after the time designated above for receipt of bids.

D. The City of Mobile will have sixty (60) days from the bid opening date to award contract.

4 SURETY QUALIFICATIONS:

A. A Surety authorized to do business in the State of Alabama must issue Bonds.

B. If the Base Bid is $50,000 or more, the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc.

5 IRREGULARITIES AND REJECTION:

A. The City of Mobile reserves the right to waive irregularities in the Bid and in Bidding, and to reject any or all Bids.

6 BIDDER QUALIFICATIONS:

A. Bids for Work costing $50,000 or more must be licensed pursuant to current Alabama law and of classifications compliant with the State of Alabama Licensing Board for General Contractors. Note that if the contract amount is $10,000 or greater, both a Performance Bond and a Labor and Material Payment Bond shall be required. **Before Bidding, Contractor shall verify their license classification of their General Contractors license with the State of Alabama Licensing Board for General Contractors to verify classification is acceptable to perform 51% of the Scope of Work.**

B. In case of a joint venture of two or more Contractors, the amount for the bid shall be within the maximum bid limitations as set by the State of Alabama Licensing Board for General Contractors of at least one of the partners to the joint venture.

7 NON-RESIDENT CONTRACTORS:

A. Except for contracts funded in whole or part with funds received from a federal agency, preference shall be given to resident Contractors on the same basis as the nonresident Contractor’s state awards contracts to Alabama Contractors bidding in similar circumstances.

B. Nonresident Bidders shall, prior to submitting a bid, be registered with the Alabama Secretary of State and the Alabama Department of Revenue. Provide the Secretary of State Business “Entity ID Number” on the Bid Form in the space provided.

8 PRE-BID CONFERENCE:

A. A Mandatory Pre-Bid Conference shall be held on Wednesday, October 29, 2025, at Herndon-Sage Park meet at the restroom located at the corner of the interior football/soccer field past the two baseball fields, 2900 Dauphin Street, Mobile, Alabama 36606, at 10:00 AM local time. The conference will include a walkthrough of the site location. Bidders are required to participate in the Pre-Bid Conference, visit the site prior to submitting a Bid and include all costs associated with the project in their Bids.

B. Minutes of this conference will be made as an Addendum for the project.

9 BID SUBMITTAL:

A. Bids must be submitted on copies of the Bid Forms furnished in the bidding documents.

B. Bid, with Bid Security, Sales Tax Form C-3A, City of Mobile Subcontracting and Major Supplier Plan and other supporting data specified, shall be contained in a sealed, opaque envelope, approximately 9x12 inches or larger and be marked on the outside with the words **"SEALED BID FOR Herndon-Sage Park – Restroom Support Beam - PROJECT NUMBER: PR-044-24".**

C. The Bid envelope shall be clearly addressed to the Owner as indicated on the Bid Form and include the bid date, the name, address and State License number and classification of the Bidder issued by the State of Alabama Licensing Board for General Contractors.

D. All Bids of $50,000 or more must include the bidder's State of Alabama General Contractor's License information written on the outside of the bid envelope. Any bid submitted without such license information may be rejected and returned to the bidder unopened.

E. In addition, in large letters on both front and back of envelope, write the following: **DO NOT OPEN UNTIL TWO-THIRTY PM, NOVEMBER 12, 2025**.

F. For a bid to be valid it shall be delivered at designated location prior to time and date for receipt of Bids indicated in INVITATION TO BID, or prior to any extension thereof issued to Bidders. After that time no Bid will be received or withdrawn.

G. When sent by mail, preferably special delivery, express service, or registered mail, the sealed Bid, marked as indicated above, shall be enclosed in another envelope for mailing such that the exterior mailing container or envelope may be opened without revealing the contents of the Bid. It is the Contractors responsibility to assure delivery of the bid to the City Clerk's Office prior the time and date established.

10 EQUAL OPPORTUNITY:

A. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Contractors comply with the Equal Employment Opportunity laws and the provisions of the Bid Documents in this regard.

B. The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on these and all other publicly solicited Bids and shall be in compliance with the City of Mobile's Minority Utilization Plan as adopted by the City Council.

C. Contractor shall provide an appropriately completed copy of the "City of Mobile Subcontracting and Major Supplier Plan" in the envelope with their Bid Form. Form shall document DBE Subcontractors participating in the project and, should the total % of DBE participation not meet the 15% minimum, all efforts to obtain DBE Subcontractors shall be documented on or attached to the DBE Form when submitted. During construction, contractors are required to submit a "DBE Utilization Report" with every Pay Application.

D. Contractors should contact the City of Mobile, Office of Small Business Development Manager for assistance with DBE Subcontractor information and any questions regarding the DBE Compliance Forms. Contact Archnique Kidd at 251-208-7967.

E. A Directory of DBE Vendors can be found at the following location: https://workwith.cityofmobile.org/

11 ADDITIONAL BIDDING PROCEDURES:

A. Refer to the complete information in the Bid Documents prior to submitting a bid. Additional Bidding Procedure information is contained therein, particularly in the specification Section 00200 “Instructions to Bidders - AIA Document A701” and in the specification Section 00300 “Supplementary Instructions to Bidders”.

12 STATE OF ALABAMA IMMIGRATION ACT

“The State of Alabama, under the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Alabama Code Section 31-13-1, et. Seq., requires:

A. That the Contractor shall be enrolled in the E-Verify Program, shall participate in that Program during the performance of the contract, and shall verify the immigration status of every employee who is required to be verified, according to the applicable federal rules and regulations; and

B. That it will attach to the contract the company’s documentation of enrollment in E-Verify.

C. The subcontractor must also enroll in the E-Verify Program prior to performing any work on the contract and shall attach to its sworn affidavit documentation establishing that the subcontractor is enrolled in the E-Verify Program.

13 PUBLIC CONTRACTS WITH ENTITIES ENGAGING IN CERTAIN BOYCOTT ACTIVITIES

A. By signing this contract, Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

14 SECRETARY OF STATE

A. The contractor must also provide documentation of being enrolled in the Alabama Secretary of State Business Identity Records within submitted bidding documentation.

END OF SECTION 00100

SECTION 00200

INSTRUCTIONS TO BIDDERS

THE ATTENTION OF ALL BIDDERS IS CALLED TO THE FOLLOWING INSTRUCTIONS AND CONDITIONS:

I. BIDDING DOCUMENTS:

A. Bidders may obtain complete sets of Bid Documents and Specifications (Project Manual) from the Department of Architectural Engineering as listed in the Invitation to Bid.

B. Bidders shall use the complete set of documents in preparing their bid. The City of Mobile assumes no responsibility for errors or misinterpretations resulting from use of an incomplete set of documents.

2. INTERPRETATION OF BID DOCUMENTS:

A. Bidders shall carefully study and compare the Bidding Documents and compare various components of the Bidding Documents with each other, shall examine the site and local conditions and shall at once report to the Project Manager any errors, inconsistencies or ambiguities discovered.

B. Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Project Manager by 3:00 PM at least five (5) calendar days prior to the date for receipt of Bids. E-mail requests are required and should be addressed to jody.russell@cityofmobile.org or chuck.babin@cityofmobile.org.

C. Interpretations, corrections and changes to the Bidding Documents will be made by a formal, written Addendum. Interpretations, corrections and changes to the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely on them.

D. Any discrepancy not resolved prior to Bidding shall be bid by the Contractor to provide for the most costly and/or restrictive interpretation of the documents.

3. BIDDING PROCEDURES:

A. No Bid will be considered unless made out and submitted on a copy of the Bid Form as set forth by the Bid Documents.

B. All blanks on the Bid Form shall be legibly executed in a non-erasable medium.

C. Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

D. Interlineations, alterations and erasures must be initialed by the signer of the Bid.

E. All requested Alternates, Unit Prices and Allowances shall be bid as indicated on the Bid Form and the Bid Documents.

F. Addenda shall be considered as a part of the Bid Documents and those issued prior to the opening of Bids shall be acknowledged on the Bid Form and any adjustment in cost shall be included in the Contract Sum.

4. BID SECURITY:

A. A Cashier's Check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation or Bid Bond payable to Owner, City of Mobile, in the amount of 5% of the Base Bid, but in no event more than $10,000.00, must accompany bid. By submitting a Bid Security, the Bidder pledges to enter into a Contract with the City of Mobile on the terms stated in the Bid, and will, if required, furnish bonds covering faithful performance of the Contract and required insurance certificate. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds or insurance or any other required document, the amount of the Bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

B. Bid Bond shall be valid for a minimum of sixty (60) days from the date of the Bid. The Owner reserves the right to retain the security of all Bidders until the successful Bidder enters into the Contract or until (60) days after Bid opening, whichever is sooner.

C. Bonds must be issued by a Surety licensed to do business in the State of Alabama. If the project cost is more than $50,000.00 the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best's Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc.

D. Power of Attorney is required for all Bonds.

5. EXAMINATION OF DOCUMENTS AND SITE WORK:

A. Before submitting a Bid, Bidders should carefully examine the Bid Documents, visit the site of the Work, including attendance at the MANDATORY Pre-Bid conference, fully inform themselves as to existing conditions and limitations, and include in the Bid a sum to cover the cost of all items included in the Contract and necessary to perform the Work. The submission of a Bid will be considered as conclusive evidence that the Bidder has made such examination.

6. SUBMISSION OF BIDS:

A. Bid, with Bid Security, Sales Tax Form C-3A, and other supporting data specified, shall be contained in a sealed, opaque envelope, approximately 9x12 inches or larger and be marked on the outside with the words "SEALED BID FOR HERNDON-SAGE – RESTROOM SUPPORT BEAM - PROJECT NUMBER: PR-044-24", the Bid Date, and Contractor's name, address, and City of Mobile Business License number. And, if bidding in an amount $50,000 or greater, the State of Alabama General Contractor's License number and classification of the Bidder issued by the State of Alabama Licensing Board for General Contractors shall be written on the envelope.

B. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date specified in the Invitation to Bid, or as modified by Addendum, will not be considered. Late Bids will be returned to the Bidder unopened.

C. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

D. Oral, telephonic, facsimile or other electronically transmitted bids will not be considered.

7. MODIFICATION OR WITHDRAWAL OF BIDS:

A. A Bid may not be modified, withdrawn, or canceled by the Bidder for a period of sixty (60) days following the time and date designated for receipt of bids, and each Bidder so agrees in submitting a Bid.

8. CONSIDERATION AND AWARD OF BIDS:

A. At the discretion of the City, the properly identified Bids received on time will be publicly opened and will be read aloud.

B. The City shall have the right to reject any and all Bids. A Bid not accompanied by a required Bid security or a Bid which is in any way incomplete or irregular is subject to rejection.

C. It is the intent of the City to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The City shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the City's judgment, is in the City's best interest.

D. The award shall be based on the lowest Total Bid for the Base Bid and any allowances, plus any alternates that may be accepted, as listed on the Bid Form.

9. PROOF OF COMPETENCY OF BIDDER:

A. Bidders may be required to furnish evidence satisfactory to the City of Mobile that they have sufficient means and experience in the types of work called for to assure the completion of the Contract in a satisfactory manner.

10. SIGNING OF CONTRACT:

A. The Standard Agreement between the City of Mobile and the Contractor, included herein, shall serve as the Agreement between the City and the Contractor.

B. The Bidder to whom the Contract is awarded shall, within ten (10) calendar days of receiving the Contract Forms, properly execute and deliver to the Owner, the following items with the signed Agreement:

(1). Performance Bond and Labor and Material Payment Bond (originals);
(2). Certificate of Insurance (original) with endorsements to City of Mobile;
(3). Evidence of enrollment in the E-Verify program.
(4). Other documentation as required by the Contract Documents.

C. Failure or refusal to sign the Agreement or to provide Certificates of Insurance in a form satisfactory to the City of Mobile, E-Verify verification, or other required documentation, shall subject the Bidder to immediate forfeiture of Bid Security.

D. On all documents: City of Mobile Business License, the Alabama Secretary of State Business Identity, the Alabama Secretary of State Certificate of Authority (out of state contractors), E-Verify documentation, and ACORD Insurance Form, the Contractors name shall be EXACTLY the same.

11. NONDISCRIMINATION:

A. Contractor shall comply with all Federal, State and local laws concerning discrimination, including Section 14.1 and Section 14.2, Code of the City of Mobile, adopted December 10, 1991.

12. AMERICANS WITH DISABILITIES ACT (ADA):

A. Bidders shall comply with the provisions of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against individuals with disabilities.

13. USE OF DOMESTIC PRODUCTS:

A. Section 39-3-1, Alabama Code, 1975, provides that the Contractor agree, in the execution of this Contract, to use materials, supplies and products manufactured, mined, processed or otherwise produced in the United States or its territories, if available at reasonable prices, and that breach of this Agreement by the Contractor shall result in the assessment of liquidated damages in an amount not less than $500.00 nor more than twenty (20) percent of gross amount of the Contract Price.

14. NON-RESIDENT (OUT OF STATE) CONTRACTORS:

A. Preference to Resident Contractors: Section 39-3-5, Code of Alabama, 1975, provides that a non-resident (out of State) bidder domiciled in a state which grants a preference to local Contractors is to be awarded a public contract on the same basis as the non-resident bidder's state awards contracts to Alabama bidders. Alabama bidders are given a preference to the same extent that a non-resident bidder receives a preference in his home state. A non-resident bidder must include with any written bid documents a written opinion of an attorney licensed to practice in the non-resident bidder's state declaring what preferences, if any, exists in the non-resident's state.

B. Certificate of Authority: All non-resident (out of State) corporations must register with the Secretary of State and obtain a Certificate of Authority before doing business in the State of Alabama. Out of state Bidders should register and secure the required Certificate before submitting a Bid. The account number shall be included on the Bid Form.

15. ALABAMA IMMIGRATION ACT:

A. The State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491), requires that Contractors not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. In addition, Contractors are required to enroll in the federal E-Verify program and submit verification of enrollment to the City of Mobile within ten (10) days of receiving the contract forms (see Section 00600).

16. CITY OF MOBILE BUSINESS LICENSE:

A. A City of Mobile Business License is required and must be current at time of contract award and throughout contract period.

17. CITY OF MOBILE CONTRACTOR'S BUSINESS LICENSE:

A. A City of Mobile Contractor's Business License is required and must be current at time of contract award and throughout contract period.

B. Contractor must qualify and post a $10,000 surety bond with the Land Use/Code Administration Department before a Contractor's Business License will be issued by the Revenue Department. Information on the City Contractor's License may be obtained by writing or calling:

Land Use/Code Administration
P.O. Box 1827
Mobile, Alabama 36633-1827
Phone: 251-208-7421

Revenue Department
P.O. Box 1827
Mobile, Alabama 36633-1827
Phone: 251-208-7461

18. CITY OF MOBILE BUILDING PERMIT:

A. A City of Mobile Building Permit is required and and shall be obtained from the City of Mobile, but at no cost to the Contractor.

B. Contractor is responsible for ensuring that all inspections are successfully performed in accordance with City of Mobile regulations.

19. CONSTRUCTION SCHEDULE AND ACCESS:

A. The project shall be completed within seventy (70) days from the date indicated by the Notice to Proceed. Contract days are defined as 'calendar days', which **include** weekends and holidays.

B. The Park and restroom will remain in use throughout the Construction period and the Contractor is directed to coordinate all areas of work and scheduling of work with the Owner. Within five days of the bid opening, the Apparent Low Bidder Contractor shall meet with the Owner to discuss Owner scheduling and priorities. Apparent Low Bidder shall then provide a proposed schedule within 5 calendar days of the initial meeting for Owner review and approval.

C. Contractor shall have access to the park as approved by the Owner, but typically **Monday through Friday from 6:30 A.M. to 6:30 P.M on days that no events are taking place.** Contractor is directed to coordinate all areas of work and scheduling with the Owner. After hours and weekend work will require prior approval of the Project Manager and Park staff.

D. The Contractor may be allowed additional construction days due to inclement conditions ("rain days") only as such are appropriately documented and are in excess of the NOAA/National Weather Service average (previous 5 years) for the given month. A "rain day" is defined as more than a "trace" (0.10") of rain falling within a given 24 hour period. The Contractor shall provide documentation and formally request any "rain days" they feel are legitimately due. Documentation shall be submitted to the Project Manager, in writing, within ten (10) calendar days of the rain event. Claim shall include documentation of trades adversely impacted and the impacted activities of each trade.

20. SITE CONSIDERATIONS:

A. It is the Contractor's responsibility to carefully remove and store any items not permanently installed within the work areas. It is recommended that the Contractor photograph, videotape or in some manner document any features to be removed and their condition, prior to removal.

B. Noise and strong smells shall be isolated or kept to a minimum when adjacent portions of the site are occupied.

C. Contractor shall be responsible to leave the work area and adjacent site clear of equipment and debris, etc. at the end of each work day. All final cleaning is the responsibility of the Contractor and shall be executed prior to acceptance for reuse of any portion of the site.

D. A dumpster and lay down area for Contractor materials and staging may be located at the site and located per the direction of the Owner. The Contractor is responsible for the removal of the dumpster, any storage containers and any security fencing, temporary erosion control (BMPs), etc. as soon as practical after their use by the Contractor or the work is complete.

21. SALES AND USE TAX EXEMPTION:

A. As per the State of Alabama ACT 2013-205, the Alabama Department of Revenue (ADOR) has been granted the authority to issue a "Certificate of Exemption from Sales and Use Tax for Governmental Entities" on construction projects. Therefore, this project shall qualify for State of Alabama Sales and Use Tax Exemptions under this ACT. It is the responsibility of the Bidder to confirm the potential tax exempt status of their bid with the ADOR and include any such savings in their bid, as well as accounting for same on their bid form attachment Sales Tax Form C-3A.

B. The full text of ACT 2013-205 is available on the State of Alabama Building Commission web-site at www.bc.alabama.gov .

22. SUBMISSION OF LIEN WAIVERS

A. At each monthly Application for Payment submitted to the owner, the Contractor shall provide completed lien waivers, including those from Subcontractors and material suppliers.

23. NOTICE OF COMPLETION:

A. For Contracts $50,000 or less:
Contractor shall provide proof of publication of Notice of Completion one time in a local newspaper, as required in the Title 39, Section 39-1-1, Subsection (g), of the Code of Alabama. Contractor shall also provide an electronic or hard copy of advertisement verbiage to the City of Mobile on Contractor letterhead for public posting for one week. This advertisement shall not begin until the Project has been accepted by the City of Mobile.

B. For Contracts $50,000 or greater:
Contractor shall provide proof of publication of Notice of Completion four successive weeks in a local newspaper, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama. This advertisement shall not begin until the Project has been accepted by the City of Mobile.

C. Notice of Completion advertisement shall read as follows:

STATE OF ALABAMA

COUNTY OF MOBILE

NOTICE OF COMPLETION
In accordance with Chapter 1, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that (COMPANY NAME) has completed the contract for Herndon-Sage Park – Restroom Support Beam - PR-044-24, in Mobile, Alabama. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P.O. Box 1827, Mobile, Alabama 36633-1827.

C. Advertisement shall not begin until the Project has been accepted by the City of Mobile as Substantially Complete.

24. CONTRACTOR WARRANTY AND CERTIFICATION:

A. Upon completion of the contract, the Contractor shall certify under oath that all bills have been paid in full.

B. Contractor shall provide a one year Labor and Materials Warranty on company letterhead in addition to other warranties required by the Bid Documents.

25. LIQUIDATED DAMAGES

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

END OF SECTION

SECTION 00400

BID FORM

Copies of the following Bid Forms shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

TO: City of Mobile, 205 Government St., P.O. Box 1827, Mobile, AL, 36633

REF: PROJECT NO.: PR-044-24
PROJECT NAME: Herndon-Sage Park – Restroom Support Beam
PROJECT LOCATION: 2900 Dauphin Street
Mobile, Alabama, 36606

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Architectural Engineering Department and Consultant dated August 27, 2025; and all Addendum (a) Number(s) _____, dated _____, 2021 (CAUTION: before submitting any bid it is the Bidder's responsibility to check with the Architectural Engineering Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder, hereby

COMPANY NAME:_____

ADDRESS:_____PHONE_____

ALABAMA GENERAL CONTRACTOR LICENSE NO. _____

CITY OF MOBILE BUSINESS LICENSE NO._____

SECRETARY OF STATE OF ALABAMA BUSINESS IDENTITY NO._____

SECRETARY OF STATE OF ALABAMA ACCOUNT NO._____

(Note: Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) [ ] A Corporation [ ] A Partnership [ ] An Individual Doing Business

hereby proposes to furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, and all applicable laws and regulations for the sum listed below. The initial term of the Contract shall extend for sixty (60) calendar days from the date of the Notice to Proceed.

Base Bid: $ _____ .00

Contingency Allowance: + $ 10,000.00

Total Base Bid: $ _____ .00
(Fill in here and in Total Bid below)

TOTAL BASE BID: _____

_____ _Dollars, ($ _____ **.00**)
(Amount in Words) (Amount in Figures)

(Note: Show amount in both words and figures. In case of discrepancy, the amount in words shall govern). **Bids shall be provided in whole dollar amount with no cents.**

CONTINGENCY ALLOWANCE: $10,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen conditions as approved by the Owner.

BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, as a Cashier's Check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, or a Bid Bond, made payable to the City of Mobile, in the amount of 5% of the bid amount, but in no event more than $10,000, as the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract. Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

AMERICANS WITH DISABILITIES ACT (ADA): The undersigned Bidder agrees to fully comply with all requirements of the Americans with Disabilities Act of 1990 and the Amendment Act.

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

SIGNATURE: If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any.

Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out.

Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification and to furnish Performance Bond and Materials and Payment Bond as specified.

COMPANY NAME:_____
(Printed or Typed)

BY:_____
(Signature of Company Officer)

COMPANY OFFICER:_____
(Printed or Typed)

TITLE_____ **DATE**_____**, 2025**
(Printed or Typed)

Sworn to and subscribed before me this _____ day of _____2025

_____
Notary Public

Attachments:
1. Bid Security, with Power of Attorney
2. Secretary of State Authorization (Out of state bidders only)
3. Sales Tax Form C-3A
4. Office of Small Business Development Subcontracting & Major Supplier Plan

END OF BID FORM

ACCOUNTING OF SALES TAX
ATTACHMENT TO BID FORM SECTION 00400
SALES TAX FORM C-3A

To: City of Mobile **Date:**_____

Name of Project: Herndon-Sage Park – Restroom Support Beam
Project Number: PR-044-24

SALES TAX ACCOUNTING

Pursuant to Act 2013-205, Section 1(g) the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

	ESTIMATED SALES TAX AMOUNT
BASE BID:	$_____

Note: A completed Form C-3A: Accounting of Sales Tax must be submitted with the Proposal Form. Submission of Sales Tax Form C-3A with the Proposal Form is required; it is not optional. A proposal shall be rendered non-responsive if an Accounting of Sales Tax is not provided.

Legal Name of Bidder_____

Mailing Address_____

***By (Legal Signature)**_____

*Name (type or print)_____ (Seal)

*Title_____

Telephone Number_____

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Small Business Development for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967

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

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

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

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

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

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

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

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Small Business Development for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967

FORM 1: Background and Plan

Section I. Information about your company

Company	
Address	
Telephone	
E-Mail	

RFP/RFQ Solicitation Number	
Project Description	
Is your company a DBE company?	Yes ☐ No ☐
Work force demographics	Male _____ Female _____ Minority _____ Non-minority _____SDVO _____ Total number of Employees _____

Subcontractor/Major Supplier Plan submitted by:

Printed Name: _____

Signature: _____Date: _____

Title: _____

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

Name: _____Title: _____

Email:_____Phone:_____

Contact Office of Small Business Development for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967

FORM 1: Background and Plan (Cont'd

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

Please Print Company_____Your Bid/Proposal Amount $_____ Date:_____

Description_____ Name of Bidder/Proposer: _____

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

Subcontractor or Major Supplier	Phone	Scope(s) of Work to be performed by the DBE, SDVOB	$$ Value of Proposed Contract with DBE	% of TOTAL Contract	DBE?	Official Verification Only

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.
		DBE/ALDOT DBE LIST(S): The bidder utilized the Office of Small Business Development list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

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

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:
1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further details as to why and attach the document to this form if there is an inability to break out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

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

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

PUBLIC WORKS SMALL PPROJECT AGREEMENT
BETWEEN CITY OF MOBILE AND CONTRACTOR
FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")

BETWEEN the Owner: **CITY OF MOBILE**
205 Government Street
P O Box 1827
Mobile, Alabama 36633

And the Contractor: _____
_____
_____

City Business License No.: _____
Secretary of State No.:_____

For the following Project: Herndon-Sage Park - Restroom Support Beam
2900 Dauphin Street
Mobile, Alabama 36606
Project Number: PR-044-24

PUBLIC WORKS SMALL PPROJECT AGREEMENT
BETWEEN CITY OF MOBILE AND CONTRACTOR

THIS AGREEMENT is made and entered into as of the date of execution by both parties, by and between City of Mobile, a political subdivision of the State of Alabama, hereinafter referred to as the "City" and (Contractor Name), hereinafter referred to as "Contractor."

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, the City has found the Contractor qualified to perform the necessary services; and

WHEREAS, the Contractor has reviewed the services required pursuant to the Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms.

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

I. CONTRACTOR'S SERVICE

A. The Contractor's Services consist of those described in the Scope of Work which is attached hereto as "**Exhibit A**" and is hereby incorporated as a part of this Agreement and as provided in the Request for Quotes documents that are hereby incorporated by reference as a part of this Agreement as though fully set out herein.

B. If Additional Services are required due to circumstances beyond the Contractor's control, the Contractor shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Contractor's notice shall include a description of the circumstances justifying the "Additional Services" and a proposal to provide the Services.

C. 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.

II. TERM

A. **Commencement & Duration**: This Agreement shall commence on the date of the written Notice to Proceed issued by the City and shall remain in effect until the earlier of (i) completion of all obligations under this Agreement or (ii) Seventy (70) Days from the Effective Date, unless otherwise terminated as provided herein.

III. COMPENSATION AND PAYMENT OF CONTRACTOR'S SERVICE

A. The City shall compensate Contractor in accordance with the agreed-upon pricing schedule:

1. Total Contract Value: $_____
   [Insert Amount]
2. Base Bid: $_____
   Contingency Allowance: $10,000.00
   Total Bid: $_____
   Alternate: (if none available put N/A) N/A

   Total Contract Sum: $_____
3. Alternates (if any included in the contract sum)

Item: N/A Price: N/A

4. Unit Prices, if any:

Item:	Units and Limitations:	Price per Unit:
N/A	N/A	N/A

5. Payment Schedule: The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month. Provided that an Application for Payment in acceptable format is received by the City of Mobile not later than the first 1st day of a month, the City shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month.
6. Invoice Submission: Contractor shall submit invoices in accordance with the City's invoicing guidelines, including an itemized description of work performed, associated costs, and supporting documentation.
7. The City reserves the right to withhold payment if deliverables do not meet contractual specifications or if the Contractor is in violation of any contract provision as outlined in Exhibit A.

B. The City shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Agreement an amount not to exceed _____ and 00/100 Dollars ($_____) which includes a Contingency Allowance of Ten Thousand and 00/100 ($10,000.00) for unanticipated work within the scope of the agreement and may only be authorized at the discretion of the City's Department Head of the Architectural Engineering Department.

C. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional Work as required for a complete, functional project. Contractor shall provide an itemized proposal including same for all Work. Contractor's charges for overhead and profit are limited to 10% of labor, materials and equipment costs on subcontractor's work; and 15% on work of Contractor's own forces.

D. Contingency Allowance shall be used for unforeseen circumstances not covered in the construction documents. All extra work under this section must be authorized by the Owner, in writing, prior to ordering materials or undertaking work.

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

F. Notwithstanding the preceding, Contractor shall perform no work under this Agreement until receipt of a notice to proceed. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Agreement 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.

G. The City's performance and obligation to pay under this Agreement is contingent upon an appropriation by the City Council or by grant award. In the event funds are not appropriated or approved for any fiscal year, this agreement shall terminate upon notice to Contractor. The City shall promptly notify the Contractor if the necessary appropriation is not made.

IV. METHOD OF PAYMENT

A. The City shall pay the Contractor through payment issued by City upon receipt of the Contractor's invoice and written approval of same by the City's Department Head of the Architectural Engineering Department indicating that services have been rendered in conformity with this Agreement.

B. The Contractor shall provide one notarized original signature copies of invoices to the Architectural Engineering Department on a monthly basis and/or upon successful completion of service. Contractor invoices shall be provided on AIA Document G702 and AIA Document G703. Final payment shall not be processed until all required Close-out Documents are submitted to and approved by the Owner.

C. The Contractor's invoices shall be in a form satisfactory to the Department Head of the Architectural Engineering Department who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the City.

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

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

2. The net amount of the Retainage shall be equal to two- and one-half percent (2.5%) of the total Contract Sum, as increased or decreased by Change Order.

V. ADDITIONAL SERVICES

A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.

B. If the City's Department Head of the Architectural Engineering Department requires the Contractor to perform additional services related to this Agreement then the Contractor 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 Agreement by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Agreement is executed by the City and the Contractor. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

VI. LIABILITY OF CONTRACTOR

A. To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Agreement, the work under the Agreement or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. The contractor agrees it is not a design professional within the meaning of, Ala. Code § 41-9A-3 (1975).

B. This section of the Agreement will survive the expiration or termination of the Agreement.

VII. CONTRACTORS INSURANCE

For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall be endorsed to name the City of Mobile as an additional insured, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. Workers' Compensation/Employer's Liability:

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama

2. Employer's Liability with limits of not less than:

   Bodily Injury by Accident $1,000,000 each accident
   Bodily Injury by Disease $1,000,000 policy limit
   Bodily Injury by Disease $1,000,000 each employee

B. Comprehensive General Liability Insurance

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor.

2. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

3. General Aggregate Limit shall apply on a "Per Project" Basis.

C. Automobile Liability Insurance:

1. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

D. Excess/Umbrella Liability Insurance

1. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

2. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

E. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

F. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured.

G. 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.

H. Notice of Cancellation – Certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

I. Certificates of Insurance – General – Within ten (10) calendar days from date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (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.

J. If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

A. The personnel assigned by the Contractor to perform the services of this Agreement shall comply with the terms set forth in this Agreement. The Contractor 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 Contractor's key personnel must receive the City's Department Head's written approval before said changes or substitution can become effective.

B. The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.

C. The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Agreement 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 Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

D. Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Agreement in accordance with the provisions contained herein. The City further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with Alabama competitive bid law if the Contractor does not abide by the terms of this contract.

E. The Contractor 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 Agreement.

F. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.

G. The Contractor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Contractor is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor'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 Contractor shall be solely responsible for providing benefits and insurance to its employees.

IX. PROOF OF ADVERTISEMENT OF COMPLETION

A. Contractor shall provide proof of publication of Notice of Completion in a locally published newspaper of general circulation, in accordance with Title 39, Section 39-1-1 of the Code of Alabama. For final Contract Sums less than Fifty Thousand and 00/100 Dollars ($50,000.00), the Contractor shall also provide, at the same time notice is sent to the newspaper, an electronic or hard copy of notice verbiage on Contractor letterhead to the City of Mobile for public posting for one week. This Notice of Completion shall not begin until the project has been accepted by the City of Mobile.

B. Notice of Completion advertisement shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that (Contractor Name) has completed the contract for Herndon-Sage Park Restroom Support Beam 2900 Dauphin Street Mobile, Alabama 36606 Project # PR-044-24, in Mobile, Alabama. All persons having any claim for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, AL 36633-1827.

X. LIQUIDATED DAMAGES

A. The parties to this Agreement agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the City for delay in the completion of the work provided for herein, aside from the additional cost of inspection and supervision, would be difficult to ascertain. Accordingly, the parties to the Contract agree that the liquidated damages for those items of damage not otherwise provided for by this Agreement, for

each and every day that the time consumed in completing the work provided for in these construction documents exceeds the time(s) allowed therefore, shall be the amount(s) stated below per day, including Saturdays, Sundays, and legal holidays. The parties specifically agree that the liquidated damages provided for herein do not constitute a penalty. Furthermore, since the additional cost of inspection and supervision arising from a delay is not difficult to ascertain, it is agreed that the Contractor shall pay, in addition to the liquidated damages provided for herein, all expenses for inspection and supervision occasioned by the failure of the Contractor to complete the work within the time(s) fixed for completion herein. The amount(s) of liquidated damages together with the additional costs for inspection and supervision occasioned by the Contractor's delay will be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties for the Contractor shall be liable therefore. The amount of liquidated damages to be assessed for each calendar day that Substantial Completion is delayed beyond the required date of Substantial Completion shall be $250 per day. The amount of liquidated damages to be assessed for each calendar day that Final Acceptance is delayed beyond the required date of Final Acceptance shall be $125 per day.

XI. FORCE MAJEURE

A. The Contractor specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth herein, or as otherwise identified in the City's purchase order or 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 Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

XII. OBLIGATIONS OF THE 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 Contractor all applicable information and technical data in City's possession or control reasonably requested by Contractor 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 Contractor payment requests for approval or rejection. 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Agreement.

D. The City shall not provide any services to the Agreementor in connection with any claim brought on behalf of or against the Contractor.

XIII. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and

the Contractor 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 Contractor to satisfy the requirements of this Agreement, as documented by the Department Head, shall be considered a default of the Agreement and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor 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 Agreement 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 13.1 above.

D. The parties may mutually agree to terminate this Agreement. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor 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 Contractor has abandoned performance under this Agreement, then the City may terminate this Agreement upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above. Contractor 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 Contractor 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 Agreement or 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 Contractor's work not performed in accordance with the requirements of this Agreement; 2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor'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 Contractor; 5. The Contractor's failure or refusal to perform any other obligation under this Agreement. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

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

Control, Sediment Control and Storm Water Management on Construction Sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm Water Management and Flood Control. All wastewater with oils, grease, etc., shall be properly contained and disposed of.

XIV. DISPUTE RESOLUTION

A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in the City of Mobile, 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 the City of Mobile, 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. Contractor 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 Contractor shall be required to continue its services and all other obligations under this Agreement during the pendency of the claim or dispute, including, but not limited to, the actual period of mediation or judicial proceedings.

XV. CONTRACTOR WARRANTY

A. Upon completion of the contract the Contractor shall certify under oath that all bills have been paid in full.

B. In addition to manufacturer warranties required by the Bid Documents, Contractor shall provide a one (1) year Labor and Materials Warranty on company letterhead at completion of the Agreement.

C. All products provided under this Agreement shall be new and of the most suitable grade for the purpose intended.

D. 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 Agreement, the Contractor 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 Contractor shall refund to the City any money which has been paid for same.

E. Contractor warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Contractor's standard product warranty is for a period of time longer than that stated above, this warranty shall be extended to that longer duration.

F. 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 Contractor as set out in a reasonably detailed written notice to cure any non-conformance within thirty (30) days of occurrence, Contractor agrees to re-perform the services to achieve commercially reasonable conformance with this warranty.

XVI. SUSPENSION/STOP WORK ORDER

A. The City's Department Head, may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Agreement. 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 Contractor. Upon receipt of such an order, the Contractor 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 Contractor 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 Agreement in accordance with provisions contained in Section 13.1.

B. In the event the City of Mobile determines not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section 13.1. 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 Contractor to resume work within ninety (90) days, the Contractor may terminate this Agreement.

XVII. NOTICES

A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is Shannon McIntyre, AE Director or the Director's designated representative Chuck Babin.

B. Any notices of any nature, whatsoever, including but not limited to notice of termination or default 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 of Mobile
Architectural Engineering Department
205 Government St
5th Floor, South Tower
PO Box 1827
Mobile, AL 36633

Copy to: City Attorney
City of Mobile Legal Department
Post Office Box 1827
Mobile, AL 36633-1827

To Contractor: _____
_____
_____

C. Any change in the City's Department Head or the Contractor's Authorized Agent will be promptly communicated by the party making the change.

XVIII. DEFAULT/ BREACH

A. Default. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance,10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key

personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

XIX. EFFECT OF DEFAULT

A. Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Agreement 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 Contractor and to recover any damages caused thereby; and (iii) the right to terminate this Agreement either as to the entire Project or part thereof, in either case by giving Contractor written notice of such termination. In the event of termination of this Agreement by the City because of the Contractor's default or breach, the City may take possession of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

XX. WITHHOLDING PAYMENT DUE

A. 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**.**

XXI. CURE PLAN

A. 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.

XXII. 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. Contractor 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, Contractor shall implement such recommendations as directed by the City, subject to equitable adjustments if necessary.

XXIII. ANTI-BOYCOTT

A. Contractor 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 Ala. Code § 41-16-5 (1975).

XXIV. NON-DISCRIMINATION

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

XXV. 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 Ala. Code § §31-13-9 (1975), 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.

XXVI. CONTRACT DOCUMENTS

A. The contract documents consist of this Agreement, the Request for Quotes documents, Exhibit "A" Scope of Work, Addenda issued prior to the execution of the Agreement, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Agreement, and are fully a part of the Agreement as if attached to this Agreement or repeated herein. The contract documents are intended to agree, and if clarification of a conflict has not been made via Addendum, then the most restrictive or costly interpretation by the Director of Real Estate Asset Management will apply.

B. The following documents are incorporated by reference and made part of this Agreement:

1. Scope of Work (attached hereto as Exhibit A);

2. Project Schedule;

3. Schedule of Values;

4. Performance, Labor and Material Bonds;

5. Certificate of Liability Insurance (attached hereto as Exhibit B);

6. Sample E-Verify MOU for Employers (attached hereto as Exhibit C); and

7. City of Mobile: Office of Supplier Diversity – Subcontractor and Major Supplier Plan (attached hereto as Exhibit D).

8. Secretary of State

XXVII. MISCELLANEOUS

A. Contractor shall obtain, at his own expense, all necessary licenses, inspections, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. City of Mobile department permits, when required, shall be obtained by the Contractor at no cost.

B. 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.

C. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

D. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.

E. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Agreement.

F. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

G. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder**.**

H. 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.

I. 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.

J. 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.

K. 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.

L. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

M. 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.

N. 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.

O. 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.

P. Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

Q. 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.

R. 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.

S. Attorney's Fees and Costs. If the City is required to take legal action to enforce this contract, the contractor agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.

T. 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.

U. 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.

[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 last written below.

CONTRACTOR:

_____

By:_____
[Insert Name and Title]

STATE OF ALABAMA)
CITY OF MOBILE)

I, the undersigned Notary Public, in and for said City in said State, hereby certify that _____ [name], whose name as _____ [title] of _____ [Contractor]. is signed to the foregoing contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing contract, as such officer and with full authority, execute the same voluntarily for and as the act of said not-for-profit corporation on the day the same bears date.

Given under my hand this the _____ day of _____, 20__.

(SEAL)

_____
Notary Public
My Commission Expires:

CITY OF MOBILE, A Municipal Corporation

By:_____ Date_____
William S. Stimpson, Mayor

ATTEST:

_____

City Clerk

SECTION 00600

BONDS, CERTIFICATES AND AFFIDAVITS

PART 1 GENERAL

This section includes the Bond Forms and Certificates that are to be used on this Project. No other forms will be accepted. Forms may be obtained from the Architectural Engineering Department, City of Mobile, telephone number 251-208-7454.

1.1 FORMS

A. PERFORMANCE BOND. Owner's modified Performance Bond form.

B. LABOR AND MATERIAL PAYMENT BOND. Owner's modified Payment Bond form.

C. E-Verify Documentation (Sample)

D. APPLICATION AND CERTIFICATION FOR PAYMENT - AIA Document G702 and AIA Document G703 and DBE Utilization Report

E. CERTIFICATE of SUBSTANTIAL COMPLETION – AIA Document G704-2017

F. CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS - AIA Document G706

G. CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS - AIA Document G706A.

H. CONSENT OF SURETY TO FINAL PAYMENT - AIA Document G707

I. Request for Taxpayer Identification Number and Certification, W-9 Form, and City of Mobile Vendor Information Form

PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS: That the Contractor,_____., _____,_____, hereinafter called the Principal, and _____ _____, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of _____ and xx/100 Dollars ($_____) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 2025 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete Herndon Sage Park – Restroom Support Beam, 2900 Dauphin Street, Mobile, Alabama 36606, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

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

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

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2025.

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title: _____

SURETY

Company:_____
(Corporate Seal)

By: _____
(Signature)

Name and Title: _____

Resident Agent: _____
(Signature)

Name and Title: _____
Company Name:_____
Address: _____
_____
Phone and Fax: _____

Owner's Representative: Shannon McIntyre
AE REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

LABOR AND MATERIAL PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, _____ , as Principal, and _____ _____, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of _____ and xx/100 ($_____) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2024 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Herndon Sage Park – Restroom Support Beam, 2900 Dauphin Street, Mobile, Alabama 36606, which**, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED,** however, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint **_____ Attorney-In-Fact,** as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.

(c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.

(e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2025

CONTRACTOR AS PRINCIPAL
Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title:
_____

SURETY
Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title:_____

Resident Agent: _____
(Signature)

Name and Title: _____
Company Name: _____
Address: _____
_____
Phone and Fax: _____

Owner's Representative: Shannon McIntyre
AE REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

Company ID Number:

Approved by:

Employer	
Name (Please Type or Print)	
Signature	Date
Department of Homeland Secu[illegible] Division	
Name (Please Type or P[illegible]	Title
Signature	Date

SAMPLE

Company ID Number:

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	
Company Facility Address	
Company Alternate Address	
County or Parish	
Employer Identification Num	
North American Industry Classification Systems Code	
Parent Company	
Number of Employees	
Number of Sites Verified for	

SAMPLE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[X] COMMERCIAL GENERAL LIABILITY	X	X				DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$ 5,000
	[X] Contractual Liability						PERSONAL & ADV INJURY	$ 1,000,000
	[ ]						GENERAL AGGREGATE	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO	X	X				BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	[ ] [ ]							$
	[X] UMBRELLA LIAB [X] OCCUR	X	X				EACH OCCURRENCE	$ 2,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 2,000,000
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[X] WC STATU-TORY LIMITS [ ] OTH-ER	$1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? [ ]	N / A	X				E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
		[ ]	[ ]					

SAMPLE

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

Project Name: Project Numb

City of Mobile is included as an Additional Insured in respect to General Liability, Automobile Liability and Umbrella Liability. All policies, except workers compensation, shall be Primary and Non-contributory with any other insurance in force or which may be purchased by Additional Insured. Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employer's Liability. 30 Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 PAGE ONE OF PAGES

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

PROJECT:

APPLICATION NO:

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

PERIOD TO:

FROM CONTRACTOR:

VIA ARCHITECT:

PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$
2. Net change by Change Orders		$
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$
5. RETAINAGE:		
a. _____ % of Completed Work (Column D + E on G703)	$	
b. _____ % of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$
8. CURRENT PAYMENT DUE		$
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of: County of:
Subscribed and sworn to before me this day of
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Compliance Form

DBE UTILIZATION REPORT

Return to Office Small Business Development

Via email at archnique.kidd@cityofmobile.org
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:	**Certified DBE:** YES NO	
DESCRIPTION:		**Estimated Completion Date:**

This report is for the month of: (CHECK ONE):

JAN	APR	JULY	OCT	
FEB	MAY	AUG	NOV	FINAL _____
MARCH	JUNE	SEPT	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)
$	$	$	$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS		$	$	$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____, _____ ___/___/____
(Title) (Date)

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 PAGE ONE OF PAGES

TO OWNER City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

PROJECT:

APPLICATION NO:

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

PERIOD TO:

FROM CONTRACTOR:

VIA ARCHITECT:

PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	$
2. Net change by Change Orders	$
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$
5. RETAINAGE:	
a. _____ % of Completed Work (Column D + E on G703)	$
b. _____ % of Stored Material (Column F on G703)	$
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	$
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	$
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$
8. CURRENT PAYMENT DUE	$
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of: County of:
Subscribed and sworn to before me this day of
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	GRAND TOTALS								

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THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5232

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	GRAND TOTALS								

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THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5232

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Compliance Form

DBE UTILIZATION REPORT

Return to Office Small Business Development

Via email at archnique.kidd@cityofmobile.org
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:	Certified DBE: YES NO	
DESCRIPTION:		Estimated Completion Date:

This report is for the month of: (CHECK ONE):

JAN FEB MARCH APR MAY JUNE JULY AUG SEPT OCT NOV DEC

FINAL _____

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$	$	$	$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS		$	$	$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____, _____ ___/___/____
(Title) (Date)

DBE Utilization Report

AIA® Document G704® – 2017

Certificate of Substantial Completion

PROJECT: *(name and address)*

OWNER: *(name and address)*
City of Mobile
P.O. Box 1827
Mobile, Alabama 36633

CONTRACT INFORMATION:
Contract For:
Date:

ARCHITECT: *(name and address)*

CERTIFICATE INFORMATION:
Certificate Number:
Date:

CONTRACTOR: *(name and address)*

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.
(Identify the Work, or portion thereof, that is substantially complete.)
Substantial Completion <Project Full Name>

ARCHITECT *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE OF SUBSTANTIAL COMPLETION**

WARRANTIES
The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:
(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED
A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:
(Identify the list of Work to be completed or corrected.)

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within thirty (30) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected:

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)
Per the Contract Documents, the Contractor shall be responsible for damages to the Work and providing all Insurance required under the AIA A101-Agreement Between Owner and the Contractor for a Stipulated Sum, Article 8.5.1, unitl Final Payment. The Contractor shall also be responsible for labor and materials as required to provide repairs to the word for one calendar year following the substantial completion date. The Owner shall be responsible for general security and utilities at the facility.

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

CONTRACTOR *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE**
City of Mobile Architectural Engineering		Carleen Stout, Deputy Director	
OWNER *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE**

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User Notes: (3B9ADA46)

AIA® Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*	**ARCHITECT'S PROJECT NUMBER:**	OWNER: ☐
		ARCHITECT: ☐
	CONTRACT FOR: General Construction	CONTRACTOR: ☐
TO OWNER: *(Name and address)*	**CONTRACT DATED:**	SURETY: ☐
		OTHER: ☐

STATE OF:
COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment ☐ Yes ☒ No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*

BY: _____
(Signature of authorized representative)

_____
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

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User Notes: (1147552344)

AIA® Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*	**ARCHITECT'S PROJECT NUMBER:**	OWNER: ☐
	CONTRACT FOR: General Construction	ARCHITECT: ☐
TO OWNER: *(Name and address)*	**CONTRACT DATED:**	CONTRACTOR: ☐
		SURETY: ☐
		OTHER: ☐

STATE OF:
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

BY:

_____
(Signature of authorized representative)

_____
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

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User Notes:
(1682535782)

AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

PROJECT: *(Name and address)*	**ARCHITECT'S PROJECT NUMBER:**	OWNER: ☐
	CONTRACT FOR: General Construction	ARCHITECT: ☐
TO OWNER: *(Name and address)*	**CONTRACT DATED:**	CONTRACTOR: ☐
		SURETY: ☐
		OTHER: ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

, SURETY,

on bond of
(Insert name and address of Contractor)

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

_____
(Surety)

_____
(Signature of authorized representative)

Attest:
(Seal):

_____
(Printed name and title)

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(1299870031)

CITY OF MOBILE, AL
VENDOR INFORMATION FORM

Company Information:

1. City Vendor Number:

2. Name of Company:

3. Company D.B.A. Name, if any:

4. Mailing Address:

5. Remittance Address:

6. Telephone:

7. Fax

8. Main Email:

Primary Contact:

9. Contact Name and Title:

10. Contact Phone:

11. Contact Fax:

12. Contact Email:

Alternate Contact (if applicable):

13. Alt. Contact Name and Title:

14. Alt. Contact Phone:

15. Alt. Contact Fax:

16. Alt. Contact Email:

City of Mobile Business License Information:

17. City of Mobile Business License No. (if required):

Please attach additional sheets if necessary.

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ►

☐ Other (see instructions) ►

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ► Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

CITY OF MOBILE, AL
VENDOR INFORMATION FORM

Company Information:

1. City Vendor Number:

2. Name of Company:

3. Company D.B.A. Name, if any:

4. Mailing Address:

5. Remittance Address:

6. Telephone:

7. Fax

8. Main Email:

Primary Contact:

9. Contact Name and Title:

10. Contact Phone:

11. Contact Fax:

12. Contact Email:

Alternate Contact (if applicable):

13. Alt. Contact Name and Title:

14. Alt. Contact Phone:

15. Alt. Contact Fax:

16. Alt. Contact Email:

City of Mobile Business License Information:

17. City of Mobile Business License No. (if required):

Please attach additional sheets if necessary.

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(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

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☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ►

☐ Other (see instructions) ►

☐ Exempt payee

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Requester's name and address (optional)

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3. I am a U.S. citizen or other U.S. person (defined below).

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1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

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SECTION 00700

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION,
AIA DOCUMENT A201 - 2007

PART 1 GENERAL

This section includes the GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, AIA Document A-201, that is to be used for this Project. The document has been electronically modified to meet the City of Mobile's requirements and shall be used for the project.

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

THE OWNER:
(Name, legal status and address)
CITY OF MOBILE
205 Government Street
P O Box 1827
Mobile, Alabama 36633

THE ARCHITECT:
(Name, legal status and address)

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

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, **Project Manual**, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

(Paragraphs deleted)

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ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

(Paragraph deleted)

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of

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information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall

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promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 Three (3) days after the opening of the Bids, the Contractor shall furnish for written approval, an outline of the education, experience, and character of the Contractor's Project Manager, Superintendent, and Engineer. Any future substitution must have prior written approval of the Architect.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.4.4 The Contractor's or his/her Subcontractor's supervisors and workmen engaged on special work or skilled Work in any supervisory position or trade shall be qualified and have had sufficient education, training, and experience as a recognized professional or master mechanic in such Work to perform it properly and satisfactorily as prescribed in the Contract Documents.

§ 3.4.5 Any project manager, superintendent, engineer, foreman, or workman employed by the Contractor or by a Subcontractor who, in the sole opinion of the Architect, does not perform his/her Work in a proper and skillful manner or becomes party to disrespectful, intemperate, disorderly, intoxicated, or dishonest behavior, or uses foul language, fights, commits criminal act(s), falsifies records and construction, covers-up faulty Work or materials, does not comprehend or follow instructions, does not get along with the Architect or Owner's representative, or is otherwise objectionable, shall at the written request by the Architect, be discharged within 24 hours by the Contractor or Subcontractor employing such project manager, superintendent, engineer, foreman or workman, and shall not be employed again or any portion of the Work without the written consent of the Architect.

§ 3.4.6 Should the Contractor fail to remove such person or persons specified in Article 3.4.5 hereinabove or fail to furnish suitable and sufficient machinery, equipment, materials or qualified labor force for the proper execution of the Work, the Architect may withhold all payments which are or may become due to the Contractor or may suspend the Work until such orders are complied with.

§ 3.4.7 Contractor shall abide by provisions of Section 14.1 and Section 14.2, Code of the City of Mobile, originally adopted December 10, 1991. Prohibiting Discrimination in Employment by Contractors, Subcontractors, and Vendors performing Work and providing materials and supplies for the City of Mobile. A copy of said Code is located in the City's Projects Architectural Engineering Department. Certification of compliance with this requirement shall be made for all persons involved in the Work by the signature of the General Conditions on the Bid Form.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure **City of Mobile building permit without cost, and shall secure and pay for** other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

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§ 3.7.1.1 The Contractor shall secure building and other permits customarily obtained from the City of Mobile at no cost.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed

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superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, **within ten (10) business days** after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documentswith reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors. **Submittals which are not marked as reviewed for compliance with the Contract**

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Documents and approved by the Contractor may be returned by the Architect without action. Wherever Shop Drawings are required in these Specifications, Shop Drawings shall be submitted for approval before materials are fabricated. Drawings shall show complete details. The General Contractor shall check and approve them either in writing or by stamp before forwarding to the Architect. The Architect will mark copies "Approved" if correct; or, "Approved As Noted" if only minor corrections are necessary. If major corrections are necessary, they will be noted on the Shop Drawings and they will be returned to the Contractor for correction and resubmission. Submit four (4) copies for Architect's and Owner's use plus the number of copies the Contractor requires for his/her own use.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

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§ 3.13 Use of Site
The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching
§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up
§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work
The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights
The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification
§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity **which** would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

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§ 3.19 As applicable, the Contractor shall be responsible at the appropriate time during construction of the Project to have all permanent meters installed (electrical, water, gas, etc.) and all utilities connected prior to the time of Final Inspection. The Contractor shall pay all utility costs until the Project is accepted by the City of Mobile.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Owner shall retain an Architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative **(1) during construction, (2) until all conditions necessary for the final completion and payment have been fulfilled, and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Section 12.2.** The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents**, unless otherwise modified in writing in accordance with other provisions of the Contract.**

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

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§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 The apparent low bidder, within (3) days after bids are opened shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation **may** be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to

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those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. **The total of all Change Orders on each contract shall not exceed (10%) of the contract price for each project and shall be subject to at least one of the following criteria:**

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1. **Minor changes for a total monetary value less than required for competitive bidding under the State Competitive Bid Laws.**
2. **Changes for matters relatively minor and incidental to the original contract necessitated by unforeseen circumstances arising during the course of the Work.**
3. **Emergencies arising during the course of the Work of the Contract.**
4. **Changes or Alterations provided for the original bidding where there is no difference in price on the Change Order from the original best bid on the Alternate.**
5. **Changes of relatively minor items not contemplated when the plans and specifications were prepared and the Project was bid, which are in the public interest.**

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.
.4 **There shall be attached to each Change Order, a signed statement from the Architect containing the following:**
A. **A statement of what the Change Order covers and who instituted the Change Order and why it is necessary or desired.**
B. **A statement setting forth the reasons for using the Change Order method rather than taking new competitive bids.**
C. **A statement that all prices have been reviewed and found reasonable, fair, and equitable and recommending approval of the same.**

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an **allowance of (10%) mark-up on Subcontractor's direct cost (actual cost of Labor & Materials) and (15%) mark-up on General Contractor's direct (actual cost of Labor & Materials).** In such case, and also under Section 7.3.3.3, the Contractor

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shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

.2 Costs of materials, supplies, and equipment, including cost of transportation, **actually incorporated or consumed in the work;**

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented **by** the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

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§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

1. **No Work shall commence and no materials ordered until the Owner issues the written Notice to Proceed.**
2. **The Work shall be commenced within ten (10) days of the date of written Notice to Proceed.**

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner ; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

§ 8.4 Liquidated Damages

§ 8.4.1 Time is the essence of the Contract. Any delay in the completion of the Work as provided for in the Contract Documents will cause inconvenience to the public and loss and damage to the Owner in interest, and in additional administrative, architectural, inspection, and supervision charges. Therefore, a time charge equal to ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeout documents are not acceptably submitted for more that (30) days after the time specified for the Substantial Completition of the Work, the amount of which shall be deducted by the Owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustatined.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be

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submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

1. **Unit Prices and Allowances, if stated in Contract Documents, shall be identified within the Schedule of Values.**

§ 9.3 Applications for Payment

§ 9.3.1 The Contractor shall submit to the Architect **on the first of each month for Work performed through the 25th of the preceding month, four (4) original, itemized Applications for Payment for Work completed in accordance with the accepted** schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage **and documents as follows:**

1. **Until the final payment is made, the Owner shall pay ninety-seven and one half percent (97.5%) of the amount due the Contractor on account of progress payments (note: the 2-1/2% retainage is calculated by withholding the first 5% of the first 50% of the Work completed); and**
2. **The Contractor shall provide documentation substantiating that test, inspections and approvals for portions of Work included in an Application for Payment and required by the Contract Documents, or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction were made at the appropriate time.**

§ 9.3.1.1 Such applications may include requests for payment on account of changes in the Work, **which have been authorized and approved by properly executed Change Order(s)**.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect.

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However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers

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to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the **Architect**, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time **may** be extended appropriately and the Contract Sum **may** be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

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§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work .

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, **(5) Contractors Affidavit of Release of Liens, (6) separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, (7) written warranty on Contractor's letterhead covering materials and labor for one-year, and (8) the advertisement of completion. The Contractor shall provide proof of publication of Advertisement of completion in a local newspaper for three (3) consecutive weeks, as required in Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama. The final 2.5% retained will not be paid until proof of publication is submitted and all written claims paid in full. This advertisement shall not begin until the City of Mobile has accepted the Project.**

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

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§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall **comply with all Federal, State, and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest version**. **Contractor shall** take **all other** reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- **.4** **The Contractor shall be responsible for damage done to buried cables and other utilities by its equipment and shall contact the appropriate offices prior to construction for information depth, etc., of utilities in the area.**

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

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§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances
§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up, **except to the extent that any such delay is attributable to the Contractor's objection to the persons or entitles whom Owner shall have furnished to perform the task of removal of safe containment of such material or substance.**

(Paragraph deleted)
§ 10.3.4 The Owner shall not be responsible **for materials or substances brought to the site by the Contractor regardless of whether such materials or substances were required by the Contract Documents.**

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence **or wantonness** on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner **may** reimburse the Contractor for all **reasonable** cost and expense thereby incurred.

§ 10.4 Emergencies
In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency **may** be determined **only** as provided in Article 15 and Article 7.

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ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

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

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted.

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(Paragraphs deleted)

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

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§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of **State of Alabama.**

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.2.3 No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or

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approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

(Paragraphs deleted)

§ 13.4.7 Test, inspections or approvals made in addition to the Architect's normal design and contract administration services caused by the Contractor shall be paid for by the Contractor. The normal service schedule is contained in Article 2.8.1 of AIA B102-2017 as amended by the Owner and is available to Contractor on request.

§ 13.4.8 The Contractor must call the Urban Development Department of the City of Mobile for their inspections and approval at the times required by the Urban Development Department, as well as notify the Architect, Consulting Engineer, and/or Test Laboratory, for inspection and approval of sub-grade conditions, under slab and footing conditions, vapor barrier placement, reinforcing steel placement, all structural connections, electrical, mechanical, etc. None of the above will be accepted that have been covered up before receiving approval of the Architect or his Consultant.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- **.3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- **.4** The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work **executed.**

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§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- **.3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.4** otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- **.1** Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- **.2** Accept assignment of subcontracts pursuant to Section 5.4; and
- **.3** Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time **may** be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- **.1** that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- **.2** that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- **.1** cease operations as directed by the Owner in the notice;
- **.2** take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- **.3** except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed costs incurred by reason of **termination.**

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant **acting with due diligence, reasonably should have first recognized** the condition giving rise to the Claim, whichever is later. **Claims must be initiated by written notice to the Architect and the other party.**

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work **giving rise to such claim.** that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

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§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The **Architect** will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the **Architect reasonably concludes that**, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons **therefore**; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties .

(Paragraphs deleted)

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§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall **not** be subject to mediation as a condition precedent to binding dispute resolution.

(Paragraphs deleted)

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Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, **Project Manual,** specifications, and other similar materials.

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~~**§ 1.7 Digital Data Use and Transmission**~~

~~The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.~~

~~**§ 1.8 Building Information Models Use and Reliance**~~

~~Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~

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~~**§ 2.1.2** The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.~~

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§ 3.3.4 Three (3) days after the opening of the Bids, the Contractor shall furnish for written approval, an outline of the education, experience, and character of the Contractor's Project Manager, Superintendent, and Engineer. Any future substitution must have prior written approval of the Architect.

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§ 3.4.4 The Contractor's or his/her Subcontractor's supervisors and workmen engaged on special work or skilled Work in any supervisory position or trade shall be qualified and have had sufficient education, training, and experience as a recognized professional or master mechanic in such Work to perform it properly and satisfactorily as prescribed in the Contract Documents.

§ 3.4.5 Any project manager, superintendent, engineer, foreman, or workman employed by the Contractor or by a Subcontractor who, in the sole opinion of the Architect, does not perform his/her Work in a proper and skillful manner or becomes party to disrespectful, intemperate, disorderly, intoxicated, or dishonest behavior, or uses foul language, fights, commits criminal act(s), falsifies records and construction, covers-up faulty Work

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or materials, does not comprehend or follow instructions, does not get along with the Architect or Owner's representative, or is otherwise objectionable, shall at the written request by the Architect, be discharged 24 hours by the Contractor or Subcontractor employing such project manager, superintendent, engineer, foreman or workman, and shall not be employed again or any portion of the Work without the written consent of the Architect.

§ 3.4.6 Should the Contractor fail to remove such person or persons specified in Article 3.4.5 hereinabove or fail to furnish suitable and sufficient machinery, equipment, materials or qualified labor force for the proper execution of the Work, the Architect may withhold all payments which are or may become due to the Contractor or may suspend the Work until such orders are complied with.

§ 3.4.7 Contractor shall abide by provisions of Section 14.1 and Section 14.2, Code of the City of Mobile, originally adopted December 10, 1991. Prohibiting Discrimination in Employment by Contractors, Subcontractors, and Vendors performing Work and providing materials and supplies for the City of Mobile. A copy of said Code is located in the City's Projects Architectural Engineering Department. Certification of compliance with this requirement shall be made for all persons involved in the Work by the signature of the General Conditions on the Bid Form.

...

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall ~~secure and pay for the building permit as well as for~~ **City of Mobile building permit without cost, and shall secure and pay for** other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.1.1 The Contractor shall secure building and other permits customarily obtained from the City of Mobile at no cost.
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§ 3.10.1 The Contractor, ~~promptly~~ **within ten (10) business days** after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

...

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract ~~Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with~~ Documentswith reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors. **Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action. Wherever Shop Drawings are required in these Specifications, Shop Drawings shall be submitted for approval before materials are fabricated. Drawings shall show complete details. The General Contractor shall check and approve them either in writing or by stamp before forwarding to the Architect. The Architect will mark copies "Approved" if correct; or, "Approved As Noted" if only minor corrections are necessary. If major corrections are necessary, they will be noted on the Shop Drawings and they will be returned to the Contractor for correction and resubmission. Submit four (4) copies for Architect's and Owner's use plus the number of copies the Contractor requires for his/her own use.**
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§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity ~~that~~ **which** would otherwise exist as to a party or person described in this Section 3.18.
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§ 3.19 As applicable, the Contractor shall be responsible at the appropriate time during construction of the Project to have all permanent meters installed (electrical, water, gas, etc.) and all utilities connected prior to the time of Final Inspection. The Contractor shall pay all utility costs until the Project is accepted by the City of Mobile.

...

§ 4.1.1 The ~~Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.~~**Owner shall retain an Architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.**

...

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative ~~during construction until the date the Architect issues the final Certificate for Payment.~~ **(1) during construction, (2) until all conditions necessary for the final completion and payment have been fulfilled, and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Section 12.2.** The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract ~~Documents.~~Documents**, unless otherwise modified in writing in accordance with other provisions of the Contract.**
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§ 5.2.1 ~~Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract,~~ **The apparent low bidder, with (3) days after bids are** opened shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

...

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. ~~If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be~~

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~~increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.~~

...

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation ~~shall~~ **may** be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. ~~If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.~~

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§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. **The total of all Change Orders on each contract shall not exceed (10%) of the contract price for each project and shall be subject to at least one of the following criteria:**

1. **Minor changes for a total monetary value less than required for competitive bidding under the State Competitive Bid Laws.**
2. **Changes for matters relatively minor and incidental to the original contract necessitated by unforeseen circumstances arising during the course of the Work.**
3. **Emergencies arising during the course of the Work of the Contract.**
4. **Changes or Alterations provided for the original bidding where there is no difference in price on the Change Order from the original best bid on the Alternate.**
5. **Changes or relatively minor items not contemplated when the plans and specifications were prepared and the Project was bid, which are in the public interest.**

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.4 There shall be attached to each Change Order, a signed statement from the Architect containing the following:

A. **A statement of what the Change Order covers and who instituted the Change Order and why it is necessary or desired.**

B. **A statement setting forth the reasons for using the Change Order method rather than taking new competitive bids.**

C. **A statement that all prices have been reviewed and found reasonable, fair, and equitable and recommending approval of the same.**

...

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an ~~amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount.~~ **allowance of (10%) mark-up on Subcontractor's direct cost (actual cost of Labor & Materials) and (15%) mark-up on General Contractor's direct (actual cost of Labor & Materials).** In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

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.2 Costs of materials, supplies, and equipment, including cost of transportation, ~~whether incorporated or consumed;~~**actually incorporated or consumed in the work;**

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.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented ~~from~~ **by** the Contractor or others;

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1. **No Work shall commence and no materials ordered until the Owner issues the written Notice to Proceed.**
2. **The Work shall be commenced with ten (10) days of the date of written Notice to Proceed.**

...

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner ~~pending mediation and binding dispute resolution;~~ ; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

...

§ 8.4 Liquidated Damages

§ 8.4.1 Time is the essence of the Contract. Any delay in the completion of the Work as provided for in the Contract Documents will cause inconvenience to the public and loss and damage to the Owner in interest, and in additional administrative, architectural, inspection, and supervision charges. Therefore, a time charge equal to ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeout documents are not acceptable submitted for more that (30) days after the time specified for the Substantial Completition of the Work, the amount of which shall be deducted by the Owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustatined.

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1. **Unit Prices and Allowances, if stated in Contract Documents, shall be identified within the Schedule of Values.**

...

§ 9.3.1 ~~At least ten days before the date established for each progress payment, the~~ **The** Contractor shall submit to the Architect ~~an itemized Application for Payment prepared in accordance with the~~ **on the first of each month for Work performed through the 25th of the preceding month, four (4) original, itemized Applications for Payment for Work completed in accordance with the accepted** schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be ~~notarized, if required,~~ notarized and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such ~~as~~ copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect ~~retainage if provided for in the Contract Documents.~~retainage **and documents as follows:**

1. **Until the final payment is made, the Owner shall pay ninety-seven and on half percent (97.5%) of the amount due the Contractor on account of progress payments (note: the 2-1/2% retainage is calculated by withholding the first 5% of the first 50% of the Work completed); and**
2. **The Contractor shall provide documentation substantiating that test, inspections and approvals for portions of Work included in an Application for Payment and required by the Contract Documents, or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction were made at the appropriate time.**

§ 9.3.1.1 ~~As provided in Section 7.3.9, such~~ **Such** applications may include requests for payment on account of changes in the ~~Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.~~Work, **which have been authorized and approved by properly executed Change Order(s)**.

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§ 9.3.1.2 ~~Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.~~**Such applications may include requests for payment on account of changes in the Work, which have been authorized and approved by properly executed Change Order(s).**
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If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the ~~Architect or awarded by binding dispute resolution,~~ **Architect**, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time ~~shall~~ **may** be extended appropriately and the Contract Sum ~~shall~~ **may** be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.
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§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work ~~or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.~~.

...

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, **(5)** ~~documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.~~**Contractors Affidavit of Release of Liens, (6) separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, (7) written warranty on Contractor's letterhead covering materials and labor for one-year, and (8) the advertisement of completion. The Contractor shall provide proof of publication of Advertisement of completion in a local newspaper for three (3) consecutive weeks, as required in Title 30, Section 39-1-1, Subsection (f), of the Code of Alabama. The final 2.5% retained will not be paid until proof of publication is submitted and all written claims paid in full. This advertisement shall not begin until the City of Mobile has accepted the Project.**

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor ~~or by issuance of Change Orders affecting final completion,~~ and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.
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§ 10.2.1 The Contractor shall **comply with all Federal, State, and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest version**. **Contractor shall** take **all other** reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

...

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

.4 The Contractor shall be responsible for damage done to buried cables and other utilities by its equipment and shall contact the appropriate offices prior to construction for information depth, etc., of utilities in the area.

...

§ 10.2.5 The Contractor shall promptly remedy damage and loss ~~(other than damage or loss insured under property insurance required by the Contract Documents)~~ () to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and ~~start-up.~~start-up, **except to the extent that any such delay is attributable to the Contractor's objection to the persons or entitles whom Owner shall have furnished to perform the task of removal of safe containment of such material or substance.**

~~**§ 10.3.3** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.~~

§ 10.3.4 The Owner shall not be responsible ~~under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.~~**for materials or**

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substances brought to the site by the Contractor regardless of whether such materials or substances were required by the Contract Documents.

...

§ 10.3.6 If, without negligence **or wantonness** on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner ~~shall~~ **may** reimburse the Contractor for all **reasonable** cost and expense thereby incurred.

...

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency ~~shall~~ **may** be determined **only** as provided in Article 15 and Article 7.
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~~**§ 11.3 Waivers of Subrogation**~~
~~**§ 11.3.1** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.~~

~~**§ 11.3.2** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.~~

~~**§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance**~~
~~The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.~~

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~~§11.5 Adjustment and Settlement of Insured Loss~~

~~§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.~~

~~§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.~~

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The Contract shall be governed by the law of ~~the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.~~**State of Alabama.**

...

§ 13.2.3 No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.

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~~**§ 13.5 Interest**~~

~~Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~

§ 13.4.7 Test, inspections or approvals made in addition to the Architects normal design and contract administration services caused by the Contractor shall be paid for by the Contractor. The normal service schedule is contained in Article 2.8.1 of AIA B102-2017 as amended by the Owner and is available to Contractor on request.

§ 13.4.8 The Contractor must call the Urban Development Department of the City of Mobile for their inspections and approval at the times required by the Urban Development Department, as well as notify the Architect, Consulting Engineer, and/or Test Laboratory, for inspection and approval of sub-grade conditions, under slab and footing conditions, vapor barrier placement, reinforcing steel placement, all structural connections, electrical, mechanical, etc. None of the above will be accepted that have been covered up before receiving approval of the Architect or his Consultant.

...

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§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work ~~executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.~~ **executed.**
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§ 14.3.2 The Contract Sum and Contract Time ~~shall~~ **may** be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent
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§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason ~~of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.~~**termination.**

...

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated ~~by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated~~ within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant ~~first recognizes~~ **acting with due diligence, reasonably should have first recognized** the condition giving rise to the Claim, whichever is later. **Claims must be initiated by written notice to the Architect and the other party.**

...

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work **giving rise to such claim.** that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.
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§ 15.2.2 The ~~Initial Decision Maker~~ **Architect** will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the ~~Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion,~~ **Architect reasonably concludes that**, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

...

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons ~~therefor;~~ **therefore**; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties ~~but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.~~

~~**§ 15.2.6** Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.~~

~~**§ 15.2.6.1** Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation~~

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~~within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~

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§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall **not** be subject to mediation as a condition precedent to binding dispute resolution.

~~**§ 15.3.2** The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

~~**§ 15.3.3** Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.~~

~~**§ 15.3.4** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~

~~**§ 15.4 Arbitration**~~

~~**§ 15.4.1** If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.~~

~~**§ 15.4.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.~~

~~**§ 15.4.2** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 15.4.3** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~

~~**§ 15.4.4 Consolidation or Joinder**~~

~~**§ 15.4.4.1** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to~~

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~~be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~**§ 15.4.4.2** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~**§ 15.4.4.3** The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.~~

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I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:05:40 ET on 04/09/2025 under Order No. 3104238820 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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SECTION 01010

SUMMARY OF THE WORK

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Summary of Work: Contract, contractor use of premises.

B. Contract Considerations: Contingency allowance, schedule of values, applications for payment, change procedures, alternates.

C. Coordination and Meetings: Coordination, field engineering, cutting and patching, meetings, progress meetings, examination, preparation.

D. Submittals: Submittal procedures, construction progress schedules, proposed products list, shop drawings, product data, samples, manufacturers' installation instructions, manufacturers' certificates.

E. Quality Control: Quality assurance - control of installation, Tolerances, References, Mock-ups, Manufacturers' field services and reports.

F. Construction Facilities and Temporary Controls: Electricity, temporary lighting for construction purposes, heat, temporary ventilation, telephone service, water service, temporary sanitary facilities, barriers and fencing, exterior enclosures, protection of installed work, security, access roads, parking, progress cleaning and waste removal, project identification, field offices and sheds, removal of utilities, facilities, and controls.

G. Material and Equipment: Products, transportation, handling, storage, and protection, products options, substitutions.

H. Contract Closeout: Contract closeout procedures, final cleaning, adjusting, project record documents, operation and maintenance data, spare parts and maintenance materials, warranties.

1.2 CONTRACT

A. Summary of Work:
Base Bid: The project shall include replacing all rotten beams as stipulated in the drawings attached to the project manual. This includes painting all wood to be replaced, and all siding areas as stipulated in the drawings attached. Please reference the drawings attached for all work required.

B. Contract Description: Stipulated sum.

1.3 CONTRACTOR USE OF PREMISES

A. Limit use of premises to allow continued Owner occupancy. All facilities shall remain in use except the immediate work area for this project. Obey all Facility Regulations and coordinate access and schedule of work with Project Manager.

B. Any events scheduled at the park will be conveyed by the Owner and contractor's schedule will adhere to the park schedule if any events are taking place due to the safety concerns for park participants.

1.4 CONTINGENCY ALLOWANCE

A. Include in the Contract the stipulated amount for use upon Owner's instruction.

B. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit are included in Change or Field Orders authorizing expenditure of funds from this Contingency Allowance.

1.5 SCHEDULE OF VALUES

A. Submit Schedule of Values on AIA Form G703 within five (5) calendar days of notification of project award.

1.6 APPLICATIONS FOR PAYMENT

A. Submit two signed and notarized originals of each application on AIA Form G702 and AIA Form G703. Submit Lien Release Waivers, including from subcontractors and major suppliers, with each pay application.

B. Content and Format: Utilize Schedule of Values, AIA Form G703, for listing items in Application for Payment.

C. Payment Period: Monthly, except for final payment of retainage after all Close Out documents are submitted and approved.

1.7 CHANGE ORDER PROCEDURES

A. All contract changes involving a change in scope, payment and/or time shall be made by change order.

B. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor's fixed price quotation or Contractor's request for a Change Order as approved by Owner.

1.8 ALTERNATE BID ITEMS

A. Alternates quoted on Bid Form, if any, will be reviewed and accepted in the order listed.

B. Coordinate related Work and modify surrounding Work as required.

C. Schedule of Alternates: Listed on bid form, as applicable.

1.9 COORDINATION

A. Coordinate scheduling, submittals, and Work at the facility to ensure an efficient and orderly sequence and to facilitate the continued uninterrupted use of the Facility.

B. Request Utility interruptions at least 72 hours in advance. Note that due to scheduling in the facility, utility interruptions must be approved.

1.10 FIELD ENGINEERING

A. Establish elevations, lines, and levels and certify that elevations and locations of the Work conform to the Contract Documents. Verify existing conditions.

B. Contractor shall field verify all measurements and quantities required for a complete installation.

1.11 PRECONSTRUCTION MEETINGS

A. Owner will schedule a pre-construction meeting after contract award for all affected parties.

1.12 PROGRESS MEETINGS

A. Schedule and administer meetings throughout progress of the Work at pre-approved intervals.

B. Preside at meetings, record minutes, and distribute copies within two days to those affected by decisions made.

1.13 CONSTRUCTION PROGRESS SCHEDULES

A. Submit initial progress schedule in duplicate within five (5) calendar days after date of notice of award of project for Project Manager’s review.

B. Submit revised schedules with each Application for Payment, identifying changes since previous version. Indicate estimated percentage of completion for each item of Work at each submission.

1.14 SHOP DRAWINGS

A. Shop Drawings for Review: Submit to Project Manager/Engineer for review for

the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

B. Submit four copies for use by the owner plus the number of copies that Contractor requires. Electronic submittals may be acceptable with prior approval of the Project Manager and Engineer. Close Out documents shall include electronic and hard copies of all submittals.

1.15 QUALITY ASSURANCE - CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.

B. Comply with manufacturers' written instructions.

C. Comply with specified standards as minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

D. Supply certification from manufacturer that the installed Work meets or exceeds all manufacturers’ requirements.

1.16 EXAMINATION

A. Verify that existing site conditions and subsurfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.

B. Verify that utility services are available, of the correct characteristics, and in the correct location.

1.17 PREPARATION

A. Prepare surfaces prior to applying next material installation.

1.18 TOLERANCES

A. Monitor fabrication and installation tolerance control of installed Products over suppliers, manufacturers, Products, site conditions, and workmanship, to produce acceptable Work. Do not permit tolerances to accumulate. Comply fully with manufacturers' tolerances.

1.19 REFERENCES

A. Conform to reference standards by date of issue current as of date of Contract Documents.

B. Should specified reference standard conflict with Contract Documents, request clarification from Project Manager before proceeding.

1.20 ELECTRICITY

A. Unless otherwise provided for, Contractor shall be allowed to utilize power from the facility in moderate amounts.

B. Provide power outlets for construction operations, branch wiring, distribution boxes, and flexible power cords as required.

1.21 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

A. Provide and maintain temporary lighting for construction operations as may be required.

B. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.

1.22 WATER SERVICE

A. Owner shall provide suitable potable water in moderate quantities without cost to the Contractor.

1.23 TEMPORARY SANITARY FACILITIES

A. Contractor may use sanitary facilities located at the facility in lieu of contractor provided temporary facilities. Facilities will also continue to be used by the public and shall be maintained clean and in a sanitary condition.

1.24 BARRIERS AND FENCING

A. Provide barriers and fencing as needed to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from dust, debris and damage.

1.25 PROTECTION OF INSTALLED WORK

A. Protect installed Work and provide special protection where specified in individual specification sections. Prohibit traffic or storage upon grass or paving surfaces.

1.26 SECURITY

A. Provide security and facilities to protect Work and existing facilities from unauthorized entry, vandalism, or theft.

1.27 ACCESS ROADS & HAULING

A. Maintain temporary access routes through the public thoroughfare and parking areas to serve the construction area as required without obstructing traffic or blocking access for facility staff or participants. Provide drive pads as required.

B. Restore site to pre-construction condition. Fill ruts, replace broken or damaged amenities, sod disturbed areas.

1.28 PARKING

A. Arrange for temporary parking areas to accommodate construction personnel on site. Do not block traffic.

1.29 PROGRESS CLEANING AND WASTE REMOVAL

A. Collect and maintain work areas free of waste materials, debris, and rubbish daily. Maintain site in a clean and orderly condition. Provide refuse containers and dispose of construction debris legally off site. The Owner may request load tickets from landfills permitted to accept construction debris.

1.30 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. Remove temporary utilities, equipment, facilities and materials, prior to Substantial Completion review.

B. Clean and repair damage caused by installation or use of temporary work.

C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

1.31 PRODUCTS

A. Products: Means new material, machinery, components, equipment, fixtures, and
systems forming the Work but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work.

1.32 TRANSPORTATION, HANDLING, STORAGE AND PROTECTION

A. Transport, handle, store, and protect Products in accordance with manufacturers' instructions.

1.33 PRODUCT OPTIONS

A. Products Specified by Naming One Manufacturer or equal: Products of manufacturer named approved as "Basis of Design". Equal alternate products to be approved by Owner as Substitutions. Submit product data as required in SUBSTITUTIONS.

1.34 SUBSTITUTIONS

A. Architect/Engineer will consider requests for Substitutions only within 10 days after date established in Notice to Proceed. For Pre-Bid approved Substitutions, submit request 7 calendar days or more before bid date with all back up data to show that all characteristics of the Basis of Design product are met with the substituted product or material.

B. Document each request with complete backup data substantiating compliance of proposed Substitution with all characteristics of the materials specified in the Contract Documents.

C. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.

D. Substitution shall indicate all product properties and show that they are equal to that Specified.

E. Acceptance or Rejection of Pre-Bid Substitution Requests will be issued by Addendum.

1.35 FINAL CLEANING

A. Execute final cleaning prior to final inspection of work area. User may occupy portions of the work incrementally as the work is completed and accepted. Entire project to be ready for use by User once all areas of work are completed.

B. Clean debris from site and drainage systems.

C. Remove waste and surplus materials, rubbish, and construction facilities from the facility and the site. Leave site in raked and smooth condition.

1.36 PROJECT RECORD DOCUMENTS

A. Maintain on site one set of Contract Documents to be utilized only for record documents.

B. Record actual revisions to the Work. Record information concurrent with construction progress.

C. Specifications: Legibly mark and record at each Product section a description of actual Products installed.

D. Record Documents and Shop Drawings: Legibly mark each item to record actual construction.

E. Submit documents to Project Manager with claim for final Application for Payment.

F. Submit 2 paper copies and 1 disc with pdf copies to include:
   a. As built drawings and specifications
   b. Approved submittals
   c. Warrantees and guarantees
   d. Certificate of Occupancy or Letter of Completion from Permitting Department or other agencies, as applicable.

1.37 WARRANTIES

A. Product and Manufacturer's Warranties shall be provided per specifications.

B. In addition, all materials and labor shall be warranted for a minimum of one year after Substantial Completion of the entire project. Contractor to promptly repair all deficiencies within that time. A warranty inspection shall be scheduled by the Owner, with the Contractor and Owner's representative, before the end of the warranty period, in order to review the work and note deficiencies for the Contractor to correct. Said meeting may be waived if no deficiencies are noted.

PART 2 PRODUCTS
Not Used.

PART 3 EXECUTION
Not Used.

END OF SECTION

SECTION 01310 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. General project coordination procedures.
2. Administrative and supervisory personnel.
3. Coordination drawings.
4. Requests for Information (RFIs).
5. Project meetings.

B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.

C. Related Sections:
1. Division 1 Section "Execution Requirements"
2. Division 1 Section "Project Record Drawings" for coordinating closeout of the Contract.

1.3 DEFINITIONS

A. RFI: Request from Owner, Architect, or Contractor seeking information from each other during construction.

1.4 COORDINATION

A. Contractor shall be responsible for coordinating all trades of his contract, Owners Contractors, coordinating construction sequences and schedules, and coordinating actual installed location and interface of work.

B. Contractor shall supervise and direct the development of coordination drawings showing comprehensive coordination and integration of all Work of this project

including, but not limited to, structural, architectural mechanical, plumbing, fire protection, electrical disciplines, and Owners Contractors.

C. Coordination drawings are intended to assist Contractor and all trades during construction and may be used to supplement shop drawings, record drawings, and other required submittals.

D. Coordination: Each contractor shall supervise and direct construction operations with those of subcontractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components with other contractors to ensure maximum performance and accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.

E. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

F. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's construction schedule.
2. Preparation of the schedule of values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.
9. Project closeout activities.

1.5 KEY PERSONNEL

A. Key Personnel Names: Within 5 days of Notice to Proceed, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and email addresses. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

1. Post copies of list at site. Keep list current at all times.

1.6 REQUESTS FOR INFORMATION (RFIs)

A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

1.7 PROJECT MEETINGS

A. General: Attendance of subcontractors and superintendent at a weekly progress meeting is required.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01310

SECTION 01320

CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Start-up construction schedule.
2. Contractor's construction schedule.
3. Field condition reports.
4. Special reports.

1.3 INFORMATIONAL SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format:

1. PDF electronic file.

B. Start-up construction schedule.

1. Approval of cost-loaded start-up construction schedule will not constitute approval of schedule of values for cost-loaded activities.

C. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.

D. Field Condition Reports: Submit at time of discovery of differing conditions.

E. Special Reports: Submit at time of unusual event.

F. Existing Condition Photos: Submit prior to onsite mobilization to record existing conditions. If, during construction, damage occurs by others, notify Project Manager right away.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of final completion.

B. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Show the following:

1. Activity Duration
2. Procurement Activities: Include procurement process activities for long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
3. Submittal Review Time: Include review and resubmittal times indicated in Division 1 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
4. Startup and Testing Time: Include not less than 15 days for startup and testing.
5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.

C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.

1. Phasing: Arrange list of activities on schedule by phase.
2. Work Restrictions: Show the effect of the following items on the schedule:

a. Coordination with existing construction.
b. Limitations of continued occupancies.
c. Uninterruptible services.
d. Partial occupancy before Substantial Completion.
e. Use of premises restrictions.
f. Provisions for future construction.
g. Seasonal variations.
h. Environmental control.

D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.

E. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:

1. Unresolved issues.
2. Unanswered RFIs.

3. Rejected or unreturned submittals.
4. Notations on returned submittals.

2.2 START-UP CONSTRUCTION SCHEDULE

A. Bar-Chart Schedule: Submit start-up horizontal bar-chart-type construction schedule within seven days of date established for the Notice to Proceed .

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 90 days of construction.

2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

A. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the start-up network diagram, prepare a skeleton network to identify probable critical paths.

1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:

    a. Preparation and processing of submittals.
    b. Mobilization and demobilization.
    c. Purchase of materials.
    d. Delivery.
    e. Fabrication.
    f. Utility interruptions.
    g. Installation.
    h. Work by Owner that may affect or be affected by Contractor's activities.
    i. Testing and commissioning.
    j. Punch list and final completion.
    k. Activities occurring following final completion.

2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
3. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.

B. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall project schedule.

C. Initial Issue of Schedule: Identify critical activities. Prepare tabulated reports showing the following:

1. Contractor or subcontractor and the Work or activity.
2. Description of activity.

3. Principal events of activity.
4. Immediate preceding and succeeding activities.
5. Early and late start dates.
6. Early and late finish dates.
7. Activity duration in workdays.

D. Schedule Updating: Submit at each weekly coordination meeting.

1. Identification of activities that have changed.
2. Changes in early and late start dates.
3. Changes in early and late finish dates.
4. Changes in activity durations in workdays.
5. Changes in the critical path.
6. Changes in total float or slack time.
7. Changes in the Contract Time.

Note: The Contractor may be allowed additional construction days due to inclement conditions ("rain days") only as such are appropriately documented and are in excess of the NOAA/National Weather Service average (previous 5 years) for the given month. A "rain day" is defined as more than a "trace" (0.10") of rain falling within a given 24 hour period. The Contractor shall provide documentation and formally request any "rain days" they feel are legitimately due. Documentation shall be submitted to the Project Manager, in writing, within ten (10) calendar days of the rain event.

2.4 REPORTS

A. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.5 SPECIAL REPORTS

A. General: Submit special reports directly to Owner within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.

B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01330
SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contact, including General and Supplementary Conditions and Division 01 Specification Section, apply to this Section.

1.2 SUMMARY

A. Section Includes:
   1. Submittal Procedure
   2. Submittal Schedule
   3. Shop Drawings
   4. Product Data
   5. Samples

1.3 SUBMITTAL PROCEDURES

A. Number each submittal with Project Manual specification Section number and sequential number within each section. Number resubmittals with original number and an alphabetic suffix.

B. Identify Project, Contractor, Subcontractor or supplier, pertinent Drawing sheet and detail numbers, and specification Section number, as appropriate.

C. Submit all submittals simultaneously for each Produce or Specification Section. Where multiple Products function as an assembly, group submittals for all related Products into single submittal.

D. Project Manager will not review incomplete submittals.

E. Apply Contractor's stamp, signed or initialed certifying that:

   1. Submittal was reviewed.
   2. Products, field dimensions, and adjacent construction have been verified.
   3. Information has been coordinated with requirements for Work and Contract Documents.

F. Schedule submittals to expedite the Project and deliver to Project Manager. Coordinate submittal of related items.

G. For each submittal, allow 10 days for Project Manager's review, excluding delivery

time to and from Contractor. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of completed Work.

H. Revise and resubmit submittals when required; identify all changes made since previous submittals.

I. Distribute copies of reviewed submittals to concerned parties and to Project Record Documents file. Instruct parties to promptly report any inability to comply with provisions.

.

1.4 SUBMITTAL SCHEDULE

A. Submit a submittal schedule showing all submittals proposed for project, including:
   1. Submittals for Review
   2. Closeout Submittals.

B. Include for each submittal:
   1. Specification section number.
   2. Description of submittal.
   3. Type of submittal.
   4. Anticipated submittal date.

C. Submit three (3) hard copies and one (1) PDF copy, concurrently.

1.5 SHOP DRAWINGS

A. Present information in clear and thorough manner.

B. Identify details by reference to sheet and detail numbers or areas shown on Drawings.

C. Reproductions of details contained in Contract Documents are not acceptable.

D. Submit four (4) hard copies and one (1) PDF copy (concurrently). One hard copy and a PDF copy will be returned to Contractor for printing and distribution.

1.6 PRODUCT DATA

A. Mark each copy to identify applicable products, models, options, and other data.

B. Supplement manufacturers' standard data to provide information unique to this

Project.

C. Submit 3 copies. Project Manager will return one copy to Contractor for printing and distribution.

1.7 SAMPLES

A. Submit samples to illustrate functional and aesthetic characteristics of Products, with integral parts and attachment of devices. Coordinate sample submittals for interfacing work.

B. Where so indicated, submit samples of finishes from the full range of manufacturers' standard colors, textures, and patterns for Project Manager's selection.

C. Include identification for each sample, with full Project information.

D. Project Manager will notify Contractor of approval or rejection of samples, or of selection of color, texture or pattern if full range is submitted.

END OF SECTION

SECTION 01635
SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for substitutions.

B. Related Sections:
   1. Divisions 2 through 16 Sections for specific requirements and limitations for substitutions and pre-bid approvals.

1.3 DEFINITIONS

A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

   1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
   2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 SUBMITTALS

A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced.

   1. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

      a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
      b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner

and separate contractors that will be necessary to accommodate proposed substitution.

c. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
d. 6”x12” Samples of each finish material in proposed pattern and color.
e. Certificates and qualification data.
f. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
g. Cost information, including a proposal of change, if any, in the Contract Sum (not applicable for pre-bid Submittals).
h. Impact of substitution on construction schedule.
i. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
j. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

2. Project Manager’s Action: If necessary, Project Manager will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Project Manager will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.

a. Forms of Acceptance: Change Order, Construction Change Directive, or Project Manager Supplemental Instructions for minor changes in the Work.
b. Use product specified if Project Manager does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage qualified testing agency to perform compatibility tests recommended by manufacturers.

1.6 PROCEDURES

A. Coordination: Modify or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01700
EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:

1. Environmental concerns.
2. Installation of the Work.
3. Cutting and patching.
4. Progress cleaning.
5. Starting and adjusting.
6. Protection of installed construction.
7. Correction of the Work.

B. Related Sections:
1. Division 1 Sections “Summary of the Work”, “Project Record Documents”, or "Closeout Procedures", if included in Project Manual, for submitting closeout documents and final cleaning.

1.3 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.

B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.4 INFORMATIONAL SUBMITTALS

A. Cutting and Patching Plan: Submit plan describing procedures at least 10 days prior to the time cutting and patching will be performed. Include the following information:

1. Extent: Describe reason for and extent of each occurrence of cutting and patching.
2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.

3. Products: List products to be used for patching and firms or entities that will perform patching work.
4. Dates: Indicate when cutting and patching will be performed.
5. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate how long services and systems will be disrupted. Prior approval of Utility outages is required. Notify Owner of intent at least 72 hours in advance.

1.5 QUALITY ASSURANCE

A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to the Architect for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present

where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:

    a. Description of the Work.
    b. List of detrimental conditions, including substrates.
    c. List of unacceptable installation tolerances.
    d. Recommended corrections.

2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of the Contractor, submit a request for information to Architect according to requirements in Division 1 Section "Project Management and Coordination."

D. Surface and Substrate Preparation: Comply with manufacturer's recommendations for preparation of substrates to receive subsequent work.

3.3 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.
2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.

4. Maintain minimum headroom clearance of 96 inches, but in no case shall the new piping be lower than the existing piping.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

G. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
2. Allow for building movement, including thermal expansion and contraction.
3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous, and meet environmental requirements.

3.4 CUTTING AND PATCHING

A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Temporary Support: Provide temporary support of work to be cut.

C. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

D. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching in accordance with requirements of Division 1 Section "Summary."

E. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

F. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
3. [Concrete] [and] [Masonry]: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
4. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
5. Proceed with patching after construction operations requiring cutting are complete.

G. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.

    a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    b. Restore damaged pipe covering to its original condition.

3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.

H. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.5 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

a. Utilize containers intended for holding waste materials of type to be stored.

4. Coordinate progress cleaning for joint-use areas where more than one installer has worked.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.
2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

F. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.

G. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

H. Clean completed construction as frequently as necessary through the remainder of the construction period.

3.6 STARTING AND ADJUSTING

A. Coordinate startup and adjusting of equipment and operating components with requirements in other Division 2 -16 Sections."

B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.

D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

E. Manufacturer's Field Service: Comply with qualification requirements in other Division 2-16 Sections.

3.7 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.8 CORRECTION OF THE WORK

A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.

1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.

B. Restore permanent facilities used during construction to their specified condition.

C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

3.9 ENVIRONMENTAL CONCERNS

1. Provide protection and conduct construction in ways that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

3.10 STORMWATER CONTROL AND DISCHARGE

1. Comply with City of Mobile and Alabama Department of Environmental Management requirements. Pay particular attention to Water Regulations and Allowable Discharges.

2. See City of Mobile Code, Chapter 17, Storm Water Management and Flood Control.

3. Obtain any necessary permits that may be required due to discharges.

END OF SECTION 01700

SECTION 01710
CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Substantial Completion procedures.
2. Final completion procedures.
3. Warranties.
4. Final cleaning.
5. Repair of the Work.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of cleaning agent.

B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

C. Certified List of Incomplete Items: Final submittal at final completion.

1.4 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.

B. Certificate of Insurance: For continuing coverage.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.6 SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number.

    a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Architect’s signature for receipt of submittals.

5. Submit testing, adjusting, and balancing records.
6. Submit sustainable design submittals not previously submitted.
7. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Advise Owner of pending insurance changeover requirements.
2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
3. Complete startup and testing of systems and equipment.
4. Perform preventive maintenance on equipment used prior to Substantial Completion.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
6. Advise Owner of changeover in utility services.
7. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.

8. Complete final cleaning requirements.
9. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for final completion.

1.7 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
1. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
2. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
3. Submit final completion photographic documentation.

B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
2. Include the following information at the top of each page:

a. Project name.
b. Date.
c. Name of Architect.
d. Name of Contractor.
e. Page number.

3. Submit list of incomplete items in the following format:

a. MS Excel electronic file. Architect will return annotated file.
b. PDF electronic file. Architect will return annotated file.

1.9 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.

C. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

D. Warranties in Paper Form:

1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

E. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:

a. Clean Project site, and grounds, in areas disturbed by construction and delivery activities, of rubbish, waste material, litter, and other foreign substances.
b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
c. Remove tools, construction equipment, machinery, and surplus material from Project site.
d. Clean interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
e. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
f. Sweep concrete floors broom clean in unoccupied spaces.
g. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
h. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
i. Remove labels that are not permanent.
j. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
k. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.

l. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
m. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.

n. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
o. Leave Project clean and ready for occupancy.

3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

B. Repair, or remove and replace, defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.

    a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.

3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION

SECTION 017839
PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:

1. Record Drawings.
2. Record Specifications.
3. Record Product Data.

B. See Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.

C. See Divisions 01 through 16 Sections for specific requirements for Project Record Documents of the Work in those Sections.

1.2 SUBMITTALS

A. Record Drawings: Comply with the following:

1. Number of Copies: Submit copies of Record Drawings as follows:
   a. Final Submittal: Submit two sets of marked-up Record Prints, showing all dimensional locations, materials changes, any changes via addendum or change order. Pay particular attention to noting underground utilities.

B. Record Specifications: Submit two copies of Project's Specifications, including addenda and contract modifications.

C. Record Product Data: Submit two copies of each Product Data submittal.

D. Submit PDF’s of Record Drawings, Record Specifications, Record Change Orders, Requests for Proposal, Documentation of use of Allowances, Product and Contractor’s Warrantees, Product Test Reports, Final Surveys, Record Product Data, etc on 2 discs.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.

1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.

    a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    b. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.

2. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Record Transparencies: Organize into unbound sets matching Record Prints. Place transparencies in durable tube-type drawing containers with end caps. Mark end cap of each container with identification. If container does not include a complete set, identify Drawings included.
3. Record CAD Drawings: Organize CAD information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each CAD file.
4. Identification: As follows:

    a. Project name.
    b. Date.
    c. Designation "PROJECT RECORD DRAWINGS."
    d. Name of Architect and Engineer.
    e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.

2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
4. Note related Change Orders, Record Product Data, and Record Drawings where applicable.

2.3 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.

2.4 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

B. Completed Test Reports.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.

B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

END OF SECTION 017839

SECTION 061063 - EXTERIOR ROUGH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Framing with dimension lumber.
2. Framing with timber

1.3 DEFINITIONS

A. Dimension Lumber: Lumber of 2 inches nominal (38 mm actual) or greater but less than 5 inches nominal (114 mm actual) in least dimension.

B. Timber: Lumber of 5 inches nominal (114 mm actual) or greater in least dimension.

C. Lumber grading agencies, and the abbreviations used to reference them, include the following:

1. NeLMA: Northeastern Lumber Manufacturers' Association.
2. NLGA: National Lumber Grades Authority.
3. SPIB: The Southern Pine Inspection Bureau.
4. WWPA: Western Wood Products Association.

1.4 ACTION SUBMITTALS

A. Product Data: For preservative-treated wood products. Include chemical treatment manufacturer's written instructions for handling, storing, installing, and finishing treated material.

1.5 INFORMATIONAL SUBMITTALS

A. Material Certificates:

1. For lumber specified to comply with species and minimum grade.

2. For preservative-treated wood products. Indicate type of preservative used and net amount of preservative retained. For products receiving a waterborne treatment, include

statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.

B. Certificates of Inspection: Issued by lumber grading agency for exposed wood products not marked with grade stamp.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Store materials under cover and protected from weather and contact with damp or wet surfaces. Stack lumber flat with spacers between each bundle to provide air circulation. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 LUMBER, GENERAL

A. Comply with DOC PS 20 and with grading rules of lumber grading agencies certified by ALSC's Board of Review as applicable. If no grading agency is indicated, comply with the applicable rules of any rules-writing agency certified by ALSC's Board of Review.

1. Factory mark each item with grade stamp of grading agency.
2. For items that are exposed to view in the completed Work, mark grade stamp on end or back of each piece or omit grade stamp and provide certificates of grade compliance issued by grading agency.
3. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry wood products.
4. Provide dressed lumber, S4S, of nominal size indicated, unless otherwise indicated.

B. Maximum Moisture Content:
1. Dimension Lumber: 19 percent
2. Timber: 19 percent

2.2 FRAMING LUMBER

A. Hand select wood for freedom from characteristics, on exposed surfaces and edges, that would impair finish appearance, including decay, honeycomb, knot holes, shake, splits, torn grain, and wane.

B. Dimension Lumber: No. 1 Non-Dense grade and the following species:
1. Southern pine; SPIB.

2.3 PRESERVATIVE TREATMENT

A. Pressure treat dimension lumber with waterborne preservative according to AWPA U1; Use Category UC4A for wood and wood-based materials that are permanently exposed to exterior environment.

B. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.

1. For exposed items indicated to receive a stained or natural finish, use chemical formulations that do not contain colorants, bleed through, or otherwise adversely affect finishes.

C. Use process that does not include water repellents or other substances that might interfere with application of indicated finishes.

D. After treatment, redry dimension lumber to 19 percent maximum moisture content.

E. Mark treated wood with treatment quality mark of an inspection agency approved by ALSC's Board of Review.

1. For items indicated to receive a stained or natural finish, mark each piece on surface that will not be exposed or omit marking and provide certificates of treatment compliance issued by inspection agency.

F. Application: Treat all framing lumber unless otherwise indicated.

2.4 FASTENERS

A. General: Provide fasteners of size and type indicated, acceptable to authorities having jurisdiction, and that comply with requirements specified in this article for material and manufacture. Provide nails or screws, in sufficient length, to penetrate not less than 1-1/2 inches (38 mm) into wood substrate.

1. Use hot-dipped galvanized or stainless-steel fasteners unless otherwise indicated.

B. Nails: ASTM F1667.

C. Wood Screws and Lag Screws: ASME B18.2.1, ASME B18.6.1, or ICC-ES AC233.

D. Galv. Steel Bolts: Provide bolts, 5/8 inch (16 mm) unless otherwise indicated, complying with ASTM A307, Grade A (ASTM F568M, Property Class 4.6); provide nuts complying with ASTM A563 (ASTM A563M); and, where indicated, provide flat washers.

2.5 TIMBER CONNECTORS

A. Materials: Unless otherwise indicated, fabricate from the following materials:

1. Structural-steel shapes, plates, and flat bars complying with ASTM A36/A36M.

B. Hot-dip galvanize steel assemblies and fasteners after fabrication to comply with ASTM A123/A123M or ASTM A153/A153M.

PART 3 - EXECUTION

3.1 PREPARATION

A. Cut to required lengths and treat cut surfaces of preservative treated limber to comply with AWPA M4.

3.2 INSTALLATION

A. General: Erect heavy timber framing true and plumb. Provide temporary bracing to maintain lines and levels until permanent supporting members are in place.

B. Set work to required levels and lines, with members plumb, true to line, cut, and fitted. Fit work to other construction; scribe and cope as needed for accurate fit.

C. Framing Standard: Comply with AF&PA WCD1 unless otherwise indicated.

D. Do not splice structural members between supports unless otherwise indicated.

E. Cutting: Avoid extra cutting after fabrication. Where field fitting is unavoidable, comply with requirements for shop fabrication.

F. Fitting: Fit members by cutting and restoring exposed surfaces to match specified surfacing.

1. Predrill for fasteners using timber connectors as templates.
2. Finish exposed surfaces to remove planning or surfacing marks, and to provide a finish equivalent to that produced by machine sanding with No. 120 grit sandpaper.
3. Coat crosscuts with end sealer.
4. Where preservative-treated members must be cut during erection, apply a field-treatment preservative to comply with AWPA M4.

G. Install timber connectors as indicated.

1. Unless otherwise indicated, install bolts with same orientation within each connection and in similar connections.
2. Install bolts with orientation as indicated or, if not indicated, as directed by Architect.

H. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.

I. Sort and select lumber so that natural characteristics do not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of members or pieces that are too small to use with minimum number of joints or optimum joint arrangement.

J. Securely attach exterior rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:

1. ICC-ES AC70 for power-driven fasteners.
2. "Fastening Schedule" in ICC's International Building Code.
3. "Fastener Schedule for Structural Members" and "Alternate Attachments" in ICC's International Residential Code for One- and Two-Family Dwellings.

K. Use common wire nails unless otherwise indicated. Select fasteners of size that do not fully penetrate members where opposite side is exposed to view. Make tight connections between members. Install fasteners without splitting wood; do not countersink nail heads unless otherwise indicated or required for fit-up.

L. For exposed work, arrange fasteners in straight rows parallel with edges of members, with fasteners evenly spaced, and with adjacent rows staggered.

1. Comply with approved fastener patterns where applicable.

END OF SECTION 061063

SECTION 099113 - EXTERIOR PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes surface preparation and the application of paint systems on [**exterior substrates.**] [**the following exterior substrates:**]

1. Concrete.
2. Fiber-cement board.
3. Clay masonry.
4. Concrete masonry units (CMU).
5. Steel.
6. Galvanized metal.
7. Aluminum (not anodized or otherwise coated).
8. Stainless-steel flashing.
9. Wood.
10. Plastic trim fabrications.
11. Exterior portland cement plaster (stucco).
12. Exterior gypsum board.

B. Related Requirements:

1. Section 051200 "Structural Steel Framing" for shop priming of metal substrates with primers specified in this section.
2. Section 099123 "Interior Painting" for surface preparation and the application of paint systems on interior substrates.
3. Section 099300 "Staining and Transparent Finishing" for surface preparation and the application of wood stains and transparent finishes on exterior wood substrates.
4. Section 099600 "High-Performance Coatings" for tile-like coatings.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product. Include preparation requirements and application instructions.

1. Indicate VOC content.

B. Samples for Initial Selection: For each type of topcoat product.

C. Samples for Verification: For each type of paint system and each color and gloss of topcoat.

1. Submit Samples on rigid backing, 8 inches (200 mm) square.
2. Label each coat of each Sample.
3. Label each Sample for location and application area.

D. Product List: For each product indicated, include the following:

1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
2. Indicate VOC content.

1.4 CLOSEOUT SUBMITTALS

A. Coating Maintenance Manual: Provide coating maintenance manual including area summary with finish schedule, area detail designating location where each product/color/finish was used, product data pages, material safety data sheets, care and cleaning instructions, touch-up procedures, and color samples of each color and finish used.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials[**, from the same product run,**] that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Paint: [**1 gal. (3.8 L)**] <**Insert value**> of each material and color applied.

1.6 QUALITY ASSURANCE

A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

1. Architect will select one surface to represent surfaces and conditions for application of each paint system specified in Part 3.

a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft. (9 sq. m).
b. Other Items: Architect will designate items or areas required.

2. Final approval of color selections will be based on mockups.

a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Architect at no added cost to Owner.

3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Delivery and Handling: Deliver products to Project site in an undamaged condition in manufacturer's original sealed containers, complete with labels and instructions for handling, storing, unpacking, protecting, and installing. Packaging shall bear the manufacture's label with the following information:

1. Product name and type (description).
2. Batch date.
3. Color number.
4. VOC content.
5. Environmental handling requirements.
6. Surface preparation requirements.
7. Application instructions.

B. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C).

1. Maintain containers in clean condition, free of foreign materials and residue.
2. Remove rags and waste from storage areas daily.

1.8 FIELD CONDITIONS

A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).

B. Do not apply paints in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.

C. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.

1. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner.

D. Hazardous Materials: Hazardous materials including lead paint [**are**] [**may be**] present in buildings and structures to be painted. A report on the presence of known hazardous materials is on file for review and use. Examine report to become aware of locations where hazardous materials are present.

1. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified.
2. Perform preparation for painting of substrates known to include lead paint in accordance with EPA Renovation, Repair and Painting Rule and additional requirements of authorities having jurisdiction.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Basis-of-Design Product: Subject to compliance with requirements, provide Sherwin-Williams Company (The); products indicated or comparable product from one of the following:

1. <**Insert manufacturer's name**>.

B. Comparable Products: Comparable products of approved manufacturers will be considered in accordance with Section 016000 "Product Requirements," and the following:

1. Products are approved by manufacturer in writing for application specified.
2. Products meet performance and physical characteristics of basis of design product including published ratio of solids by volume, plus or minus two percent.

C. Source Limitations: Obtain paint materials from single source from single listed manufacturer.

1. Manufacturer's designations listed on a separate color schedule are for color reference only and do not indicate prior approval.

2.2 PAINT, GENERAL

A. Material Compatibility:

1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.

B. VOC Content: For field applications, provide paints and coatings that complies with VOC content limits of authorities having jurisdiction.

C. Colors: [**As selected by Architect from manufacturer's full range**] [**Match Architect's samples**] [**As indicated in a color schedule**] <**Insert requirements**>.

1. [**10**] [**20**] [**30**] <**Insert number**> percent of surface area will be painted with deep tones.

2.3 SOURCE QUALITY CONTROL

A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure:

1. Owner will engage the services of a qualified testing agency to sample paint materials. Contractor will be notified in advance and may be present when samples are taken. If paint materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency.
2. Testing agency will perform tests for compliance with product requirements.

3. Owner may direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers. Where acceptability of substrate conditions is in question, apply samples and perform in-situ testing to verify compatibility, adhesion, and film integrity of new paint application.

1. Report, in writing, conditions that may affect application, appearance, or performance of paint.

B. Substrate Conditions:

1. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:

a. Concrete: 12 percent.
b. Fiber-Cement Board: 12 percent.
c. Masonry (Clay and CMU): 12 percent.
d. Wood: 15 percent.
e. Portland Cement Plaster: 12 percent.
f. Gypsum Board: 12 percent.

2. Portland Cement Plaster Substrates: Verify that plaster is fully cured.
3. Exterior Gypsum Board Substrates: Verify that finishing compound is sanded smooth.

C. Proceed with coating application only after unsatisfactory conditions have been corrected; application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates and paint systems indicated.

B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.

1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection.

C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.

1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.

D. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.

E. Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces or mortar joints exceeds that permitted in manufacturer's written instructions.

F. Steel Substrates: Remove rust, loose mill scale, and shop primer if any. Clean using methods recommended in writing by paint manufacturer[**.**] [**but not less than the following:**]

1. SSPC-SP 2, "Hand Tool Cleaning."
2. SSPC-SP 3, "Power Tool Cleaning."
3. SSPC-SP 7/NACE No. 4, "Brush-off Blast Cleaning."
4. SSPC-SP 11, "Power Tool Cleaning to Bare Metal."

G. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.

H. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.

I. Aluminum Substrates: Remove loose surface oxidation.

J. Wood Substrates:

1. Scrape and clean knots. Before applying primer, apply coat of knot sealer recommended in writing by topcoat manufacturer for exterior use in paint system indicated.
2. Sand surfaces that will be exposed to view, and dust off.
3. Prime edges, ends, faces, undersides, and backsides of wood.
4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.

K. Plastic Trim Fabrication Substrates: Remove dust, dirt, and other foreign material that might impair bond of paints to substrates.

3.3 APPLICATION

A. Apply paints according to manufacturer's written instructions and recommendations in "MPI Manual."

1. Use applicators and techniques suited for paint and substrate indicated.

2. Paint surfaces behind movable items same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed items with prime coat only.
3. Paint both sides and edges of exterior doors and entire exposed surface of exterior door frames.
4. Paint entire exposed surface of window frames and sashes.
5. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
6. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.

B. Tint undercoats same color as topcoat, but tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Provide sufficient difference in shade of undercoats to distinguish each separate coat.

C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.

D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

E. Painting Fire Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:

1. Paint the following work where exposed to view:

a. Equipment, including panelboards[**and switch gear**].
b. Uninsulated metal piping.
c. Uninsulated plastic piping.
d. Pipe hangers and supports.
e. Metal conduit.
f. Plastic conduit.
g. Tanks that do not have factory-applied final finishes.
h. <**Insert mechanical items to be painted**>.

3.4 FIELD QUALITY CONTROL

A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.

1. Contractor shall touch up and restore painted surfaces damaged by testing.
2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

3.5 CLEANING AND PROTECTION

A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.

B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.

D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 EXTERIOR PAINTING SCHEDULE

A. [**Concrete**] [**Clay Masonry**] [**Portland Cement Plaster (Stucco)**] [**Cementitious Siding**], Nontraffic Surfaces:

1. Latex System:

a. Prime Coat: Primer sealer, latex.

1) S-W Loxon Concrete & Masonry Primer Sealer, A24W8300, at 8.0 mils (0.203 mm) wet, 3.2 mils (0.081 mm) dry.

b. Prime Coat: Latex, exterior, matching topcoat.
c. Intermediate Coat: Latex, exterior, matching topcoat.
d. Topcoat: Latex, exterior, flat.

1) S-W A-100 Exterior Latex Flat, A6 Series, at 4.0 mils (0.102 mm) wet, 1.2 mils (0.030 mm) dry, per coat.

e. Topcoat: Latex, exterior, low sheen.

1) S-W A-100 Exterior Latex Low Sheen, A12 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat.

f. Topcoat: Latex, exterior, satin.

1) S-W A-100 Exterior Latex Satin, A82 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat.

g. Topcoat: Latex, exterior, semi-gloss.

1) S-W Solo Acrylic Semi-Gloss, A76 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat.

h. Topcoat: Latex, exterior, gloss.

1) S-W A-100 Exterior Latex Gloss, A8 Series, at 4.0 mils (0.102 mm) wet, 1.3 mils (0.033 mm) dry, per coat.

2. Latex over Latex Aggregate System:

a. Prime Coat: Block Filler, Latex, Interior/Exterior.

1) S-W Loxon Block Surfacer, A24W200, at 50 to 100 sq. ft. per gal. (1.23 to 2.45 sq. m per liter).

b. Topcoat: Latex, exterior flat, [**fine**] [**medium**] [**coarse**] texture.

1) S-W UltraCrete Textured Masonry Topcoat, A44-800 Series, 50 to 80 sq. ft. per gal. (1.23 to 1.96 sq. m per liter).

3. Concrete Stain System (Water-based):

a. First Coat: Low-luster opaque finish matching topcoat.
b. Topcoat: Low-luster opaque finish:

1) S-W H&C Colortop Water-Based Solid Color Concrete Stain, at 50 to 250 sq. ft. per gal. (1.23 to 6.14 sq. m per liter).

B. Concrete Substrates, Pedestrian Traffic Surfaces:

1. Latex Floor Paint System:

a. First Coat: Floor paint, latex, slip-resistant, matching topcoat.
b. Topcoat: Floor paint, latex, slip-resistant, low gloss.

1) S-W ArmorSeal Tread-Plex, B90 Series, at 1.5 to 2.0 mils (0.038 to 0.051 mm) dry per coat.

2. Concrete Stain System (Water-based) for Vertical Surfaces:

a. First Coat: Low-luster opaque finish matching top coat.
b. Topcoat: Low-luster opaque finish.

1) S-W H&C Colortop Water-Based Solid Color Concrete Stain, at 50 to 250 sq. ft. per gal. (1.23 to 6.14 sq. m per liter).

C. CMU Substrates:

1. Latex System:

a. Block Filler: Block filler, latex, interior/exterior:

1) S-W PrepRite Block Filler, B25W25, at 75 to 125 sq. ft. per gal. (1.84 to 3.07 sq. m per liter).

b. Intermediate Coat: Latex, exterior, matching topcoat.

c. Topcoat: Latex, exterior, flat.

1) S-W A-100 Exterior Latex Flat, A6 Series, at 4.0 mils (0.102 mm) wet, 1.2 mils (0.030 mm) dry, per coat.

d. Topcoat: Latex, exterior, low sheen.

1) S-W A-100 Exterior Latex Low Sheen, A12 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat.

e. Topcoat: Latex, exterior, satin.

1) S-W A-100 Exterior Latex Satin, A82 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat.

f. Topcoat: Latex, exterior, semi-gloss.

1) S-W Solo Acrylic Semi-Gloss, A76 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat.

g. Topcoat: Latex, exterior, gloss.

1) S-W A-100 Exterior Latex Gloss, A8 Series, at 4.0 mils (0.102 mm) wet, 1.3 mils (0.033 mm) dry, per coat.

2. CMU Stain System (Water-Based):

a. First Coat: Low-luster opaque finish matching topcoat.
b. Topcoat: Low-luster opaque finish.

1) S-W H&C Colortop Water-Based Solid Color Concrete Stain, at 50 to 250 sq. ft. per gal. (1.23 to 6.14 sq. m per liter).

D. Ferrous Metal, Galvanized-Metal, and Aluminum Substrates:

1. Water-Based Light Industrial Coating System:

a. Prime Coat: Primer, water based.

1) S-W Pro Industrial Pro-Cryl Universal Primer, B66-310 Series, 5.0 to 10.0 mils (0.127 to 0.254 mm) wet, 2.0 to 4.0 mils (0.051 to 0.102 mm) dry.

b. Intermediate Coat: Light industrial coating, exterior, water based, matching topcoat.
c. Topcoat: Light industrial coating, exterior, water based eggshell.

1) S-W Pro Industrial Eg-Shel Acrylic B66-660 Series, at 2.5 to 4.0 mils (0.064 to 0.102 mm) dry, per coat.

d. Topcoat: Light industrial coating, exterior, water based, semi-gloss.

1) S-W Pro Industrial Acrylic Semi-Gloss Coating, B66-650 Series, at 2.5 to 4.0 mils (0.064 to 0.102 mm) dry, per coat.

e. Topcoat: Light industrial coating, exterior, water based, gloss.

1) S-W Pro Industrial Acrylic Gloss Coating, B66-600 Series, at 2.5 to 4.0 mils (0.064 to 0.102 mm) dry, per coat.

E. Wood Substrates: Including exposed wood items not indicated to receive shop-applied finish.

1. Latex System:

a. Prime Coat: Primer, latex for exterior wood.

1) S-W Exterior Latex Primer, B42, at 4.0 mils (0.102 mm) wet, 1.4 mils (0.036 mm) dry, per coat.

b. Intermediate Coat: Latex, exterior, matching topcoat.
c. Topcoat: Latex, exterior, flat:

1) S-W A-100 Exterior Latex Flat, A6 Series, at 4.0 mils (0.102 mm) wet, 1.2 mils (0.030 mm) dry, per coat.

d. Topcoat: Latex, exterior, low-sheen:

1) S-W A-100 Exterior Latex Low Sheen, A12 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat.

e. Topcoat: Latex, exterior, satin:

1) S-W A-100 Exterior Latex Satin, A82 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat.

f. Topcoat: Latex, exterior, semi-gloss:

1) S-W Solo Acrylic Semi-Gloss, A76 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat.

g. Topcoat: Latex, exterior, gloss:

1) S-W A-100 Exterior Latex Gloss, A8 Series, at 4.0 mils (0.102 mm) wet, 1.3 mils (0.033 mm) dry, per coat.

F. Wood Substrates, Pedestrian Traffic Surfaces:

1. Latex Floor Paint System:

a. First Coat: Floor paint, latex, slip-resistant, matching topcoat.
b. Topcoat: Floor paint, latex, slip-resistant, low gloss:

1) S-W ArmorSeal Tread-Plex, B90 Series, at 1.5 to 2.0 mils (0.038 to 0.051 mm) dry per coat.

2. Solid Color Stain System:

a. First Coat: Solid color stain, latex, matching topcoat.
b. Topcoat: Solid color stain, latex, slip-resistant, flat, interior/exterior:

1) S-W SuperDeck Exterior Acrylic Solid Color Deck, SD7-Series, at 200 to 400 sq. ft. per gal. (4.91 to 37.16 sq. m per liter).

G. Plastic Trim Fabrication Substrates: Including architectural PVC, plastic, and fiberglass items.

1. Latex System:

a. Prime Coat: Primer, bonding, water-based:

1) S-W PrepRite ProBlock Latex Primer/Sealer, B57-620 Series, at 4.0 mils (0.102 mm) wet, 1.4 mils (0.036 mm) dry.

b. Intermediate Coat: Latex, exterior, matching topcoat.
a. Topcoat: Latex, exterior, flat:

1) S-W A-100 Exterior Latex Flat, A6 Series, at 4.0 mils (0.102 mm) wet, 1.2 mils (0.030 mm) dry, per coat.

b. Topcoat: Latex, exterior, low-sheen:

1) S-W A-100 Exterior Latex Low Sheen, A12 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat.

c. Topcoat: Latex, exterior, satin:

1) S-W A-100 Exterior Latex Satin, A82 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat.

d. Topcoat: Latex, exterior, semi-gloss:

1) S-W Solo Acrylic Semi-Gloss, A76 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat.

e. Topcoat: Latex, exterior, gloss:

1) S-W A-100 Exterior Latex Gloss, A8 Series, at 4.0 mils (0.102 mm) wet, 1.3 mils (0.033 mm) dry, per coat.

H. Exterior Gypsum Board Substrates:

1. Latex System:

a. Prime Coat: Primer bonding, water-based.

1) S-W PrepRite ProBlock Latex Primer/Sealer, B57-620 Series, at 4.0 mils (0.102 mm) wet, 1.4 mils (0.036 mm) dry.

b. Intermediate Coat: Latex, exterior, matching topcoat.
c. Topcoat: Latex, exterior, flat.

1) S-W A-100 Exterior Latex Flat, A6 Series, at 4.0 mils (0.102 mm) wet, 1.2 mils (0.030 mm) dry, per coat.

d. Topcoat: Latex, exterior, low-sheen.

1) S-W A-100 Exterior Latex Low Sheen, A12 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat.

e. Topcoat: Latex, exterior, satin:

1) S-W A-100 Exterior Latex Satin, A82 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat.

f. Topcoat: Latex, exterior, semi-gloss.

1) S-W Solo Acrylic Semi-Gloss, A76 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat.

g. Topcoat: Latex, exterior, gloss.

1) S-W A-100 Exterior Latex Gloss, A8 Series, at 4.0 mils (0.102 mm) wet, 1.3 mils (0.033 mm) dry, per coat.

I. [**Exterior Insulation Finish Systems (EIFS)**] [**Vinyl Siding**]:

1. Latex System:

a. First Coat: Latex, exterior, matching topcoat.
b. Topcoat: Latex, exterior flat.

1) S-W A-100 Exterior Latex Flat, A6 Series, at 4.0 mils (0.102 mm) wet, 1.2 mils (0.030 mm) dry, per coat.

c. Topcoat: Latex, exterior, low-sheen:

1) S-W A-100 Exterior Latex Low Sheen, A12 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat.

d. Topcoat: Latex, exterior, satin:

1) S-W A-100 Exterior Latex Satin, A82 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat.

e. Topcoat: Latex, exterior, semi-gloss:

1) S-W Solo Acrylic Semi-Gloss, A76 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat.

f. Topcoat: Latex, exterior, gloss:

1) S-W A-100 Exterior Latex Gloss, A8 Series, at 4.0 mils (0.102 mm) wet, 1.3 mils (0.033 mm) dry, per coat.

END OF SECTION 099113

DRAWINGS

SCHEDULE OF STRUCTURAL DRAWINGS

S0	GENERAL NOTES
S1	REFERENCE PLANS
S2	TRUSS ELEVATIONS
S3	TRUSS ELEVATIONS
S4	STRUCTURAL DETAILS

DESIGN CRITERIA:

MODEL CODE: 2021 INTERNATIONAL BUILDING CODE

DESIGN LOADS:

EXISTING ROOF

ROOF DEAD LOAD	10 PSF
CEILING DEAD LOAD	10 PSF
CEILING LIVE LOAD	20 PSF
ROOF LIVE LOAD	20 PSF

STRUCTURAL GENERAL NOTES:

GENERAL NOTES:

1. THE CONTRACTOR SHALL VISIT THE SITE AND BECOME FAMILIAR WITH THE EXISTING CONDITIONS PRIOR TO SUBMITTING A BID.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED FOR EXECUTION OF THE PRESCRIBED WORK.
3. ADDITIONAL INFORMATION REGARDING THE EXISTING CONSTRUCTION IS AVAILABLE UPON REQUEST FROM THE OWNER.
4. ALL WORK SHALL BE COORDINATED WITH THE OWNERS DESIGNATED REPRESENTATIVE. OBTAIN APPROVAL FROM OWNERS DESIGNATED REPRESENTATIVE PRIOR TO COMMENCEMENT OF WORK.
5. THE OWNERS DESIGNATED REPRESENTATIVE FOR THIS PROJECT IS: CHUCK BABIN, PHONE (251) 208-6035
6. PROVIDE TEMPORARY BARRIERS AS NECESSARY TO SECURE THE WORK AREA FROM UNAUTHORIZED INDIVIDUALS.
7. SELECTIVE DEMOLITION SHALL BE PERFORMED IN A CAREFUL AND CONTROLLED MANNER. THE REMOVAL SHALL BE PERFORMED IN SUCH A MANNER SO AS NOT TO IMPART ANY LOADS ONTO THE EXISTING STRUCTURE. THE DESIGN OF TEMPORARY SHORING AND SUPPORTS SHALL BE BY THE CONTRACTOR.
8. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN TEMPORARY BRACING, SHORING, GUYING, ETC. AND OTHER METHODS TO SUPPORT THE EXISTING ELEMENTS AND PREVENT EXCESSIVE STRESSES DURING CONSTRUCTION. THESE PROVISIONS ARE TO REMAIN IN PLACE UNTIL SUFFICIENT PERMANENT MEMBERS ARE CONSTRUCTED TO INSURE THE SAFETY OF THE STRUCTURE.
9. THE CONTRACTOR SHALL EMPLOY MEASURES TO PREVENT DIRT AND OTHER CONSTRUCTION RELATED RESIDUE FROM ACCUMULATING ONTO EXISTING SURFACES, FINISHES, AND COMPONENTS. PROVIDE AND INSTALL TEMPORARY COVERING SUCH AS TARPS OR PLASTIC COVERS AS REQUIRED TO PROTECT THE EXISTING COMPONENTS. REMOVE ANY CONSTRUCTION RELATED RESIDUE FROM THE EXISTING SURFACES AND FINISHES FOLLOWING SUBSTANTIAL COMPLETION.
10. THE CONTRACTOR SHALL PROTECT THE EXISTING SURFACES, COMPONENTS, AND RELATED EXPOSED FINISHES FROM STAINING, DIS-COLORATION, OR DAMAGE. ANY STAINED, DIS-COLORED, OR DAMAGED COMPONENTS SHALL BE REMOVED AND REPLACED WITH NEW OF LIKE KIND AT NO ADDITIONAL COST TO THE OWNER.
11. EXISTING COMPONENTS THAT HAVE TO BE REMOVED TO PERFORM THE WORK INDICATED MUST BE PROTECTED FROM DAMAGE AND RE-INSTALLED. ANY COMPONENT THAT IS DAMAGED MUST BE DISCARDED AND REPLACED WITH NEW OF LIKE KIND.
12. ALL RUBBLE AND WASTE MATERIAL FROM CONSTRUCTION ACTIVITIES SHALL BE REMOVED FROM THE PROJECT SITE.
13. ALL DIMENSIONS AND CONDITIONS MUST BE VERIFIED IN THE FIELD AND ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER FOR CLARIFICATION BEFORE PROCEEDING WITH THE AFFECTED PART OF THE WORK.
14. A RECORD SET OF APPROVED SHOP DRAWINGS SHALL BE KEPT IN THE FIELD BY THE GENERAL CONTRACTOR.
15. UNLESS OTHERWISE NOTED, DETAILS SHOWN ON ANY DRAWING ARE TO BE CONSIDERED TYPICAL FOR ALL SIMILAR CONDITIONS.

INSTALLER QUALIFICATIONS:

1. THE FRAMING CONTRACTOR MUST BE AN EXPERIENCED INSTALLER WHO HAS COMPLETED EXTERIOR ROUGH CARPENTRY WORK SIMILAR IN MATERIAL AND DESIGN TO THAT WHICH IS REQUIRED FOR THIS PROJECT AND WHOSE WORK HAS RESULTED IN CONSTRUCTION WITH A RECORD OF SUCCESSFUL IN-SERVICE PERFORMANCE.
2. THE FRAMING SUPERVISOR SHALL HAVE A MINIMUM OF 5-YEARS OF VERIFIED EXPERIENCE WITH ROUGH CARPENTRY INSTALLATION. THE SUCCESSFUL BIDDER SHALL SUBMIT EVIDENCE OF THESE QUALIFICATIONS AND A LIST OF AT LEAST 2 PERSONAL REFERENCES TO THE ENGINEER PRIOR TO THE START OF WORK.
3. THE FRAMING SUPERVISOR SHALL BE ON-SITE AT ALL TIMES DURING WHICH STRUCTURAL FRAMING ACTIVITIES ARE IN PROGRESS.

STRUCTURAL LUMBER

1. UNLESS NOTED OTHERWISE, ALL FRAMING MATERIAL SHALL BE #1 NON-DENSE KD (KILN DRIED) SOUTHERN YELLOW PINE OR DOUGLAS FIR WITH A MAXIMUM MOISTURE CONTENT OF 19 PERCENT.
2. UNLESS NOTED OTHERWISE, ALL NEW STRUCTURAL FRAMING MATERIAL SHALL BE S4S DRESSED LUMBER.
3. ALL FRAMING LUMBER SHALL BE TREATED WITH A PRESSURE PRESERVATIVE TREATMENT IN ACCORDANCE WITH AWPA STANDARD USE CATEGORY SPECIFIED ACCORDING TO THE FOLLOWING SCHEDULE.

   USE CATEGORY UC4A

4. FIELD TREAT ENDS OF ALL FIELD CUTS IN ACCORDANCE WITH AWPA M4.
5. ALL BOLTS, NAILS, SCREWS, AND OTHER FASTENING HARDWARE SHALL BE HOT DIPPED GALVANIZED.
6. WOOD REPLACEMENT MEMBERS SHALL BE ACCURATELY CUT TO FILL THE AVAILABLE SPACE AT EACH CONNECTION JOINT. THE GAP BETWEEN THE EXISTING MEMBERS AND THE NEW MEMBER SHALL NOT EXCEED $\frac{1}{8}$". USE TEMPLATES, SCRIBES, OR OTHER FIT-UP TECHNIQUES TO ACCURATELY DETERMINE THE END CUT PROFILE OF THE NEW REPLACEMENT MEMBER.
7. ALL NEW COMPONENTS SHALL BE FIELD PRIMED AND PAINTED TO MATCH THE EXISTING ADJACENT CONSTRUCTION.

STRUCTURAL STEEL:

1. STRUCTURAL STEEL SHALL MEET THE LATEST AISC "SPECIFICATION FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS".
2. ALL STRUCTURAL STEEL AND RELATED HARDWARE SHALL ASTM A36 -Fy = 36 KSI.
3. FIELD BOLTS SHALL BE ASTM 5/8" DIAMETER A307 GRADE B WITH GALVANIZED FINISH.
4. ALL STRUCTURAL STEEL SHALL BE HOT-DIPPED GALVANIZED AFTER FABRICATION.

SHOP DRAWINGS:

1. COMPLETE DETAILED SHOP DRAWINGS SHALL BE SUBMITTED FOR THE FOLLOWING FABRICATED ITEMS: NEW STEEL CONNECTION HARDWARE.
2. SUBMIT MANUFACTURE'S MATERIAL CERTIFICATION DOCUMENTATION FOR ALL NEW REPLACEMENT LUMBER FOR STRUCTURAL TRUSSES.
3. THE GENERAL CONTRACTOR SHALL REVIEW AND STAMP ALL SHOP DRAWINGS BEFORE SUBMITTING FOR APPROVAL. SHOP DRAWINGS REVIEWED BY THE GENERAL CONTRACTOR SHALL BE SUBMITTED TO THE ARCHITECT AND/OR ENGINEER AND A STAMPED APPROVAL RECEIVED PRIOR TO FABRICATION. INSTALLATION SHALL BE MADE FROM APPROVED SHOP DRAWINGS ONLY.
4. REPRODUCTION & REUSE OF CONTRACT DRAWINGS FOR THE PURPOSE OF PREPARING SHOP DRAWINGS IS STRICTLY PROHIBITED. ELECTRONIC FILES OF THE STRUCTURAL FRAMING PLANS MAY BE PROVIDED FOR THE PURPOSE OF PREPARING SHOP DRAWINGS FOR A NOMINAL FEE OF $100 PER SHEET.
5. THE FABRICATOR SHALL HIGHLIGHT CHANGES MADE IN SHOP DRAWINGS WHICH DO NOT COMPLY WITH THE DESIGN DRAWINGS AND RECEIVE APPROVAL PRIOR TO COMMENCING WITH FABRICATION OF SAME.
6. SHOP DRAWING APPROVAL SHALL NOT CONSTITUTE ACCEPTANCE OF FABRICATOR CHANGES TO THE CONTRACT DOCUMENTS, ONLY GENERAL CONFORMANCE TO THE DESIGN INTENT. FABRICATOR CHANGES THAT RESULT IN MODIFICATIONS TO THE CONTRACT SUM MUST BE APPROVED IN ACCORDANCE WITH PROVISIONS CONTAINED IN THE OWNER-CONTRACTOR AGREEMENT OR PROCEDURES OUTLINED IN THE CONTRACT MANUAL.
7. ONLY SHOP DRAWINGS MARKED "APPROVED" OR "APPROVED AS NOTED" MAY BE RELEASED FOR FABRICATION. SHOP DRAWINGS WITH ANY OTHER MARKINGS MUST BE REVISED AND AN APPROVED COPY RECEIVED BY THE FABRICATOR PRIOR TO FABRICATION OF THE MATERIAL. MATERIAL FABRICATED WITHOUT PROPER APPROVAL IS SUBJECT TO REJECTION.
8. REVIEW OF SHOP DRAWINGS IS FOR CONFORMANCE WITH THE DESIGN CONCEPT OF THE PROJECT AND COMPLIANCE WITH THE CONTRACT DOCUMENTS. THE FABRICATOR IS RESPONSIBLE FOR DIMENSIONS AND QUANTITIES ASSOCIATED WITH THE FABRICATION OF THEIR RESPECTIVE PARTS AND PORTIONS OF THE PROJECT. MEANS AND METHODS ASSOCIATED WITH THE FABRICATION OF ANY MATERIAL SHALL REMAIN THE RESPONSIBILITY OF THE FABRICATOR AS SHALL THE RESPONSIBILITY FOR THE COORDINATION OF INSTALLATION SEQUENCES AFFECTING OTHER TRADES.

PERIODIC STRUCTURAL OBSERVATIONS:

SITE VISITS DURING CONSTRUCTION WILL BE MADE BY THE STRUCTURAL ENGINEER IN ACCORDANCE WITH THE SCHEDULE STATED BELOW AND AT OTHER TIMES AS DEEMED APPROPRIATE. THE CONTRACTOR SHALL NOTIFY THE STRUCTURAL ENGINEER WHEN THE PROJECT HAS PROGRESSED TO THE POINT WHERE THE ITEMS TO BE INSPECTED ARE IN PLACE AND COMPLETE. FAILURE TO NOTIFY MAY REQUIRE REMOVAL OF COMPLETE CONSTRUCTION IN ORDER FOR THE SCHEDULED INSPECTIONS.

SCHEDULE OF STRUCTURAL SITE VISITS:

1. AFTER TEMPORARY SHORING IS IN-PLACE BUT PRIOR TO REMOVING ANY STRUCTURAL MEMBERS OR PORTIONS THEREOF.
2. AFTER NEW STRUCTURAL MEMBERS ARE IN-PLACE AND BOLTED CONNECTIONS ARE COMPLETED.

REVISION	DATE	DESCRIPTION
–	10/15/25	ISSUED FOR BID

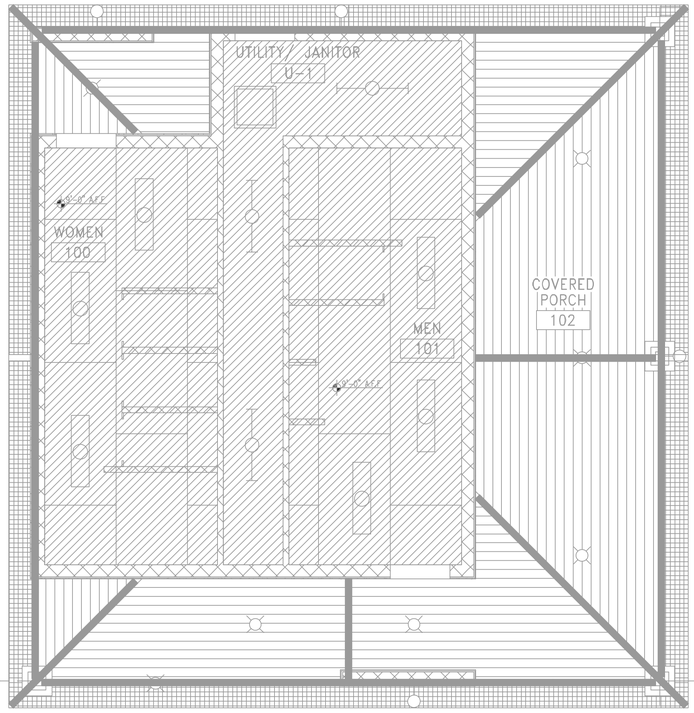
BARTER & ASSOCIATES, INC.
Structural Engineers
1614 GOVERNMENT STREET
MOBILE, ALABAMA 36604-1102
PHONE (251)473-8354
FAX (251)473-8356

ALABAMA LICENSED No. 20131 PROFESSIONAL ENGINEER JAMES A. RUSSELL
10/15/25

City of Mobile
Herndon-Sage Park Restroom
Structural Repairs
Mobile, AL

SHEET TITLE:
GENERAL NOTES

SCALE: AS NOTED	DESIGNED BY: JAR	SHEET NO. S0
PROJECT NO: –	CHECKED BY:	
PLOT SCALE:	FILE NO.:	



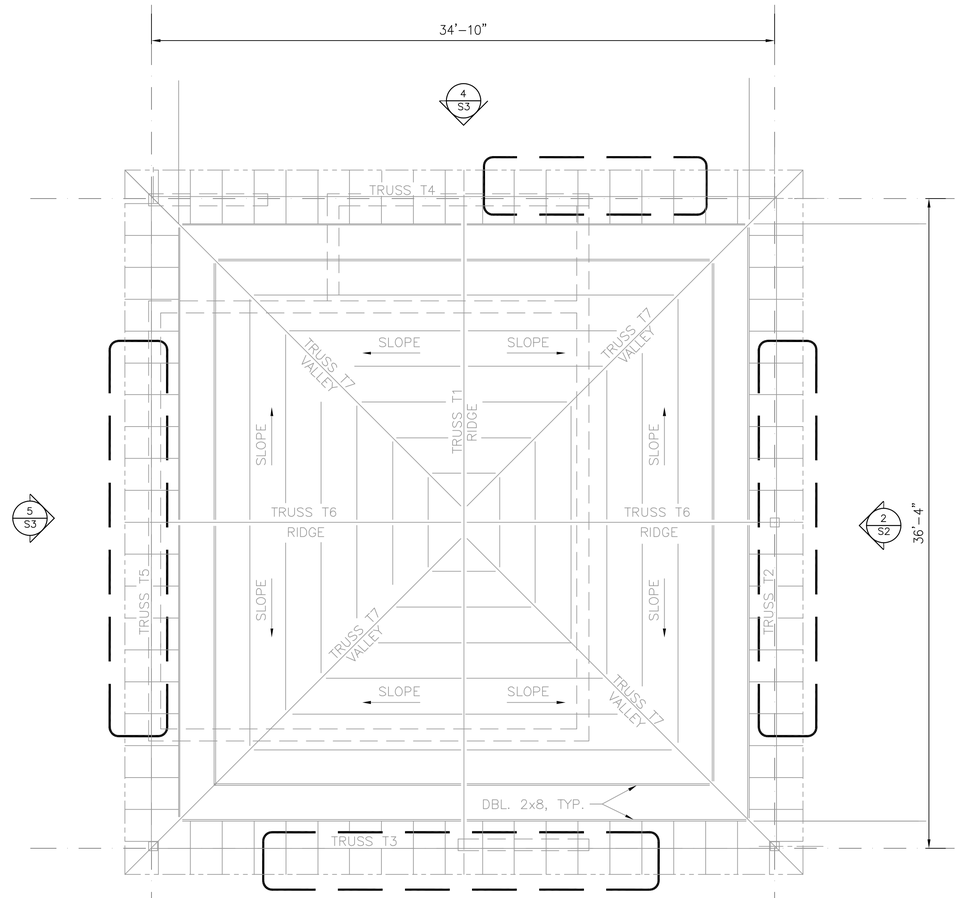
REFERENCE NORTH

REFLECTED CEILING PLAN

SCALE: 1/4"=1'-0"

NOTES:

1. SEE SHEET S0 FOR STRUCTURAL GENERAL NOTES.
2. AFTER STRUCTURAL REPAIRS ARE COMPLETED, THE ENTIRE GABLE ENDWALL AT EACH ELEVATION SHALL BE PAINTED TO MATCH EXISTING. PAINT THE BACK SIDE OF THE GABLE AND ALL EXTERIOR EXPOSED ROOF TRUSSES WHERE IT IS EXPOSED TO VIEW, NOTED THUS
3. ALL ELECTRICAL CONDUIT, ELECTRICAL FIXTURES, AND THE LIKE SHALL BE TEMPORARILY REMOVED AND SUBSEQUENTLY REINSTALLED AS REQUIRED TO PAINT THE EXTERIOR EXPOSED ROOF TRUSSES.



REFERENCE NORTH

3
S2

ROOF FRAMING PLAN

SCALE: 1/4"=1'-0"

DRAWING FOR REFERENCE ONLY

REVISION	DATE	DESCRIPTION
–	10/15/25	ISSUED FOR BID

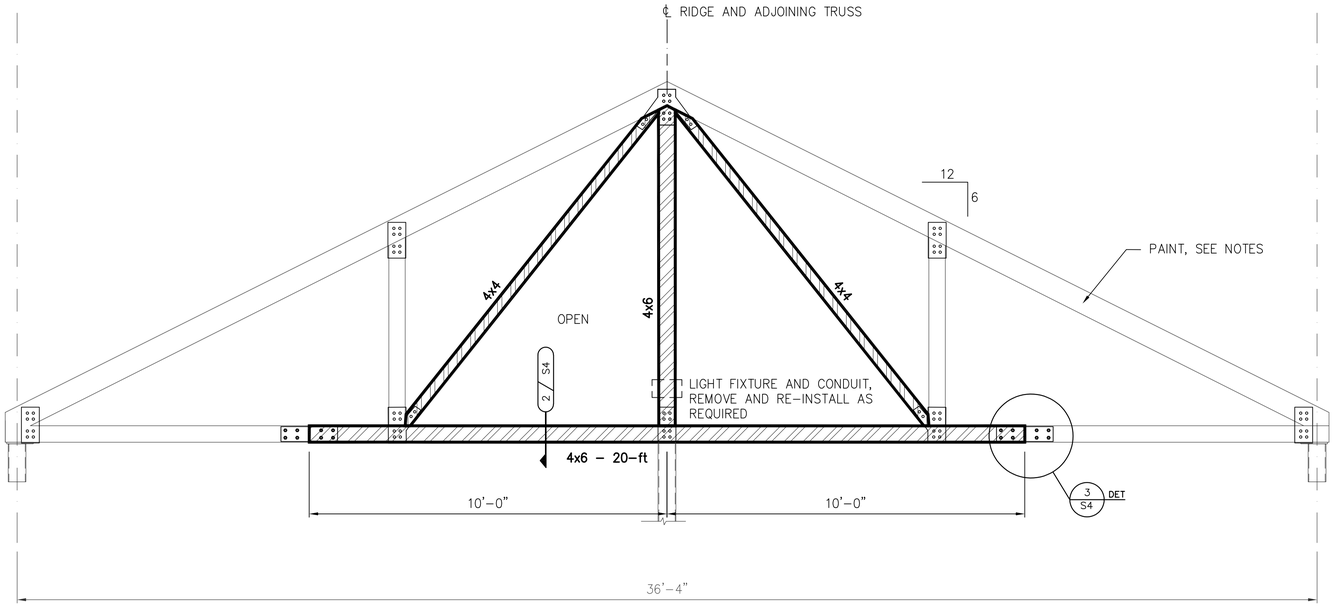
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City of Mobile
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Mobile, AL

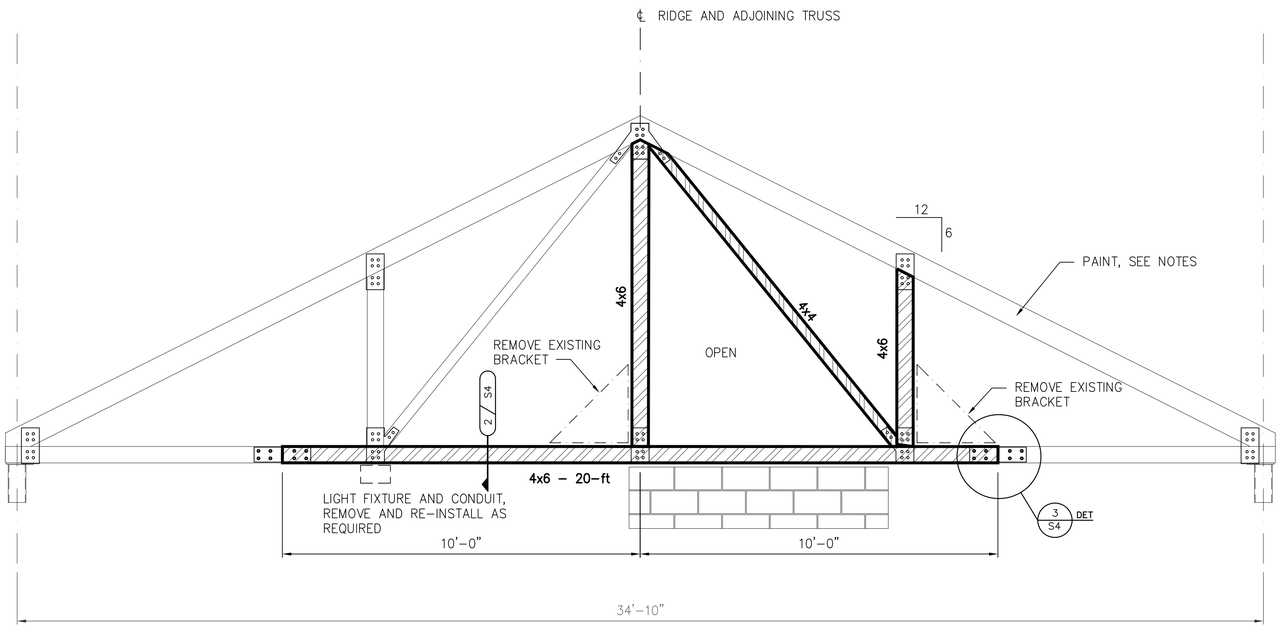
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SCALE: AS NOTED	DESIGNED BY: JAR	SHEET NO. S1
PROJECT NO: –	CHECKED BY:	
PLOT SCALE:	FILE NO.:	



Truss Gable T2

DETAIL 2/S2
SCALE: 1/2"=1'–0"



Truss Gable T3

DETAIL 3/S2
SCALE: 1/2"=1'–0"

NOTES:

1. SEE SHEET S0 FOR STRUCTURAL GENERAL NOTES.
2. AFTER STRUCTURAL REPAIRS ARE COMPLETED, THE ENTIRE GABLE ENDWALL AT EACH ELEVATION SHALL BE PAINTED TO MATCH EXISTING. PAINT THE BACK SIDE OF THE GABLE AND ALL EXTERIOR EXPOSED ROOF TRUSSES WHERE IT IS EXPOSED TO VIEW.
3. ALL ELECTRICAL CONDUIT, ELECTRICAL FIXTURES, AND THE LIKE SHALL BE TEMPORARILY REMOVED AND SUBSEQUENTLY REINSTALLED AS REQUIRED TO PAINT THE EXTERIOR EXPOSED ROOF TRUSSES.

REVISION	DATE	DESCRIPTION
–	10/15/25	ISSUED FOR BID

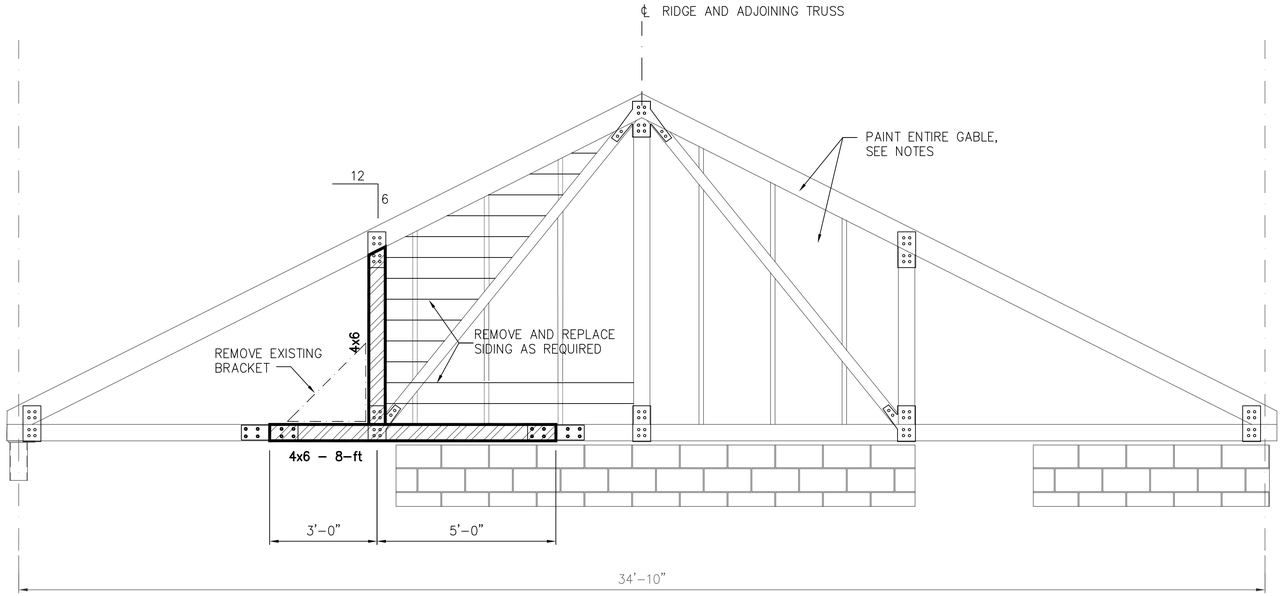
BARTER & ASSOCIATES, INC.
Structural Engineers
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PHONE (251)473-8354 FAX (251)473-8356

ALABAMA LICENSED No. 20131 PROFESSIONAL ENGINEER JAMES A. RUSSELL
10/15/25

City of Mobile
Herndon-Sage Park Restroom
Structural Repairs
Mobile, AL

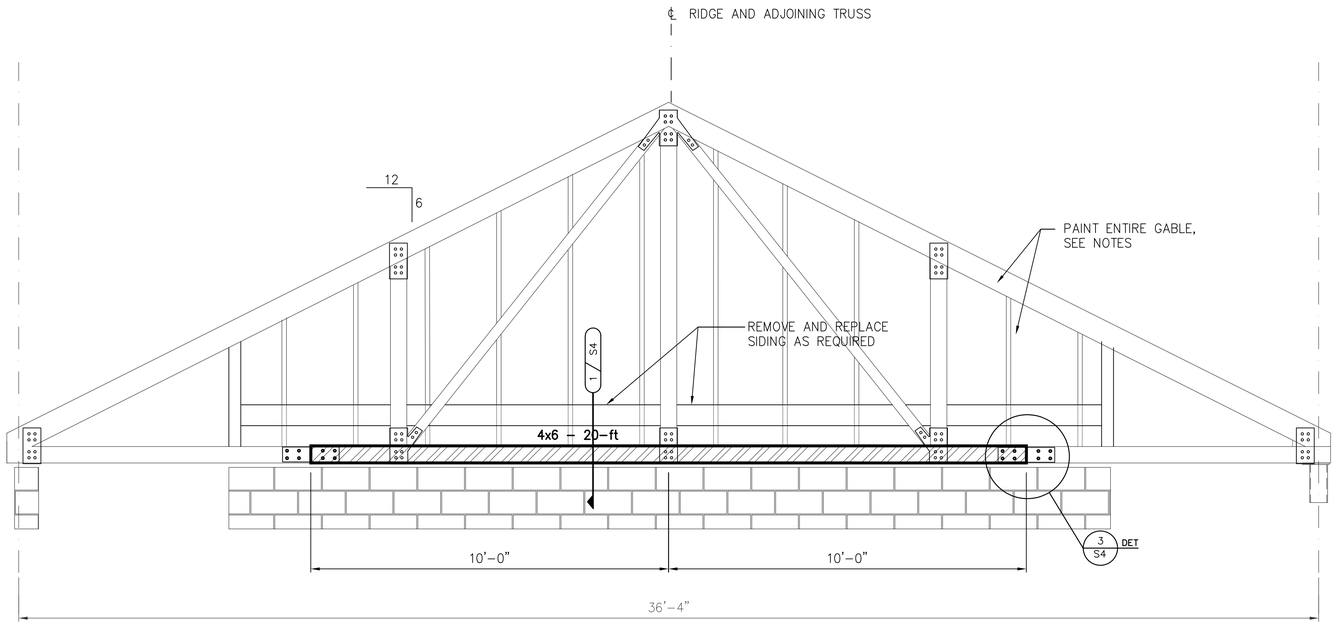
SHEET TITLE:
TRUSS ELEVATIONS

SCALE: AS NOTED	DESIGNED BY: JAR	SHEET NO.	
PROJECT NO: –	CHECKED BY:	S2	
PLOT SCALE:	FILE NO.:		



Truss Gable T4

DETAIL SCALE: 1/2"=1'–0" (4 / S3)



Truss Gable T5

DETAIL SCALE: 1/2"=1'–0" (5 / S3)

NOTES:

1. SEE SHEET S0 FOR STRUCTURAL GENERAL NOTES.
2. AFTER STRUCTURAL REPAIRS ARE COMPLETED, THE ENTIRE GABLE ENDWALL AT EACH ELEVATION SHALL BE PAINTED TO MATCH EXISTING. PAINT THE BACK SIDE OF THE GABLE AND ALL EXTERIOR EXPOSED ROOF TRUSSES WHERE IT IS EXPOSED TO VIEW.
3. ALL ELECTRICAL CONDUIT, ELECTRICAL FIXTURES, AND THE LIKE SHALL BE TEMPORARILY REMOVED AND SUBSEQUENTLY REINSTALLED AS REQUIRED TO PAINT THE EXTERIOR EXPOSED ROOF TRUSSES.

REVISION	DATE	DESCRIPTION
–	10/15/25	ISSUED FOR BID

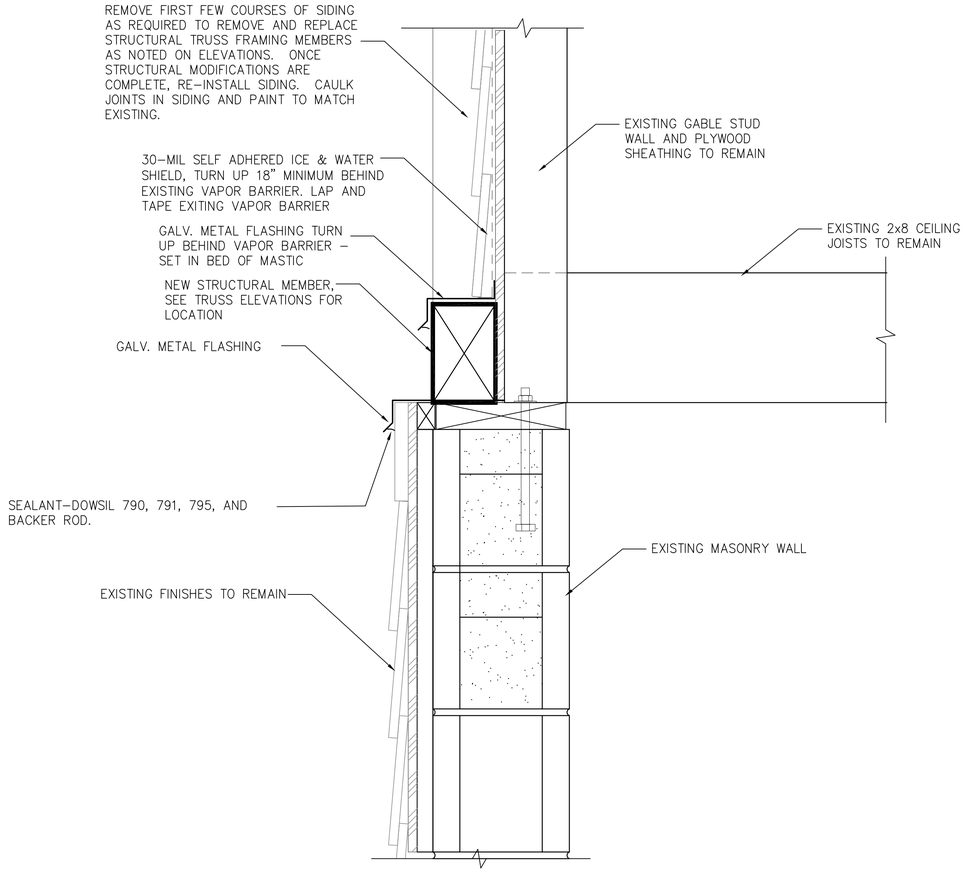
BARTER & ASSOCIATES, INC.
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ALABAMA LICENSED No. 20131 PROFESSIONAL ENGINEER JAMES A. RUSSELL
10/16/25

City of Mobile
Herndon-Sage Park Restroom
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Mobile, AL

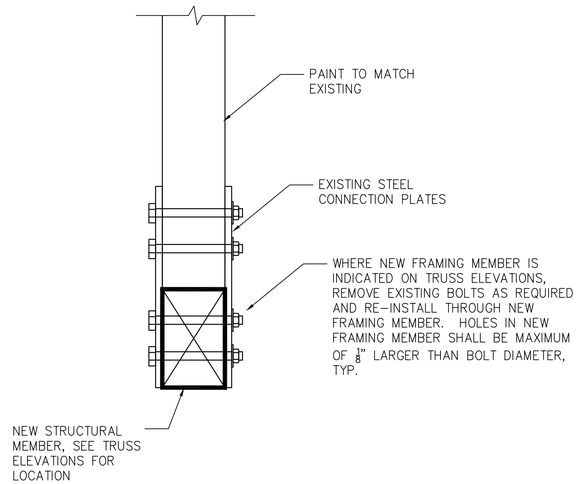
SHEET TITLE: **TRUSS ELEVATIONS**

SCALE: AS NOTED	DESIGNED BY: JAR	SHEET NO. S3
PROJECT NO: –	CHECKED BY:	
PLOT SCALE:	FILE NO.:	



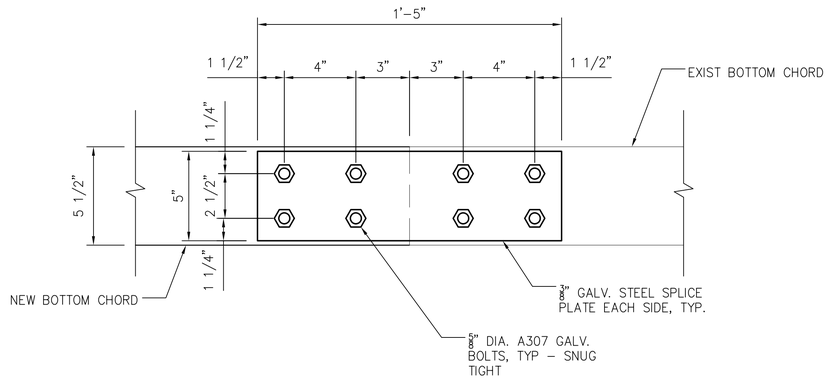
SECTION AT EXISTING MASONRY WALL

SECTION 1/S4
SCALE: 3"=1'-0"



SECTION AT OPEN TRUSS

SECTION 2/S4
SCALE: 3"=1'-0"



TYPICAL TRUSS CHORD SPLICE DETAIL

DETAIL 3/S4
SCALE: 3"=1'-0"

REVISION	DATE	DESCRIPTION
-	10/15/25	ISSUED FOR BID

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10/15/25

City of Mobile
Herndon-Sage Park Restroom
Structural Repairs
Mobile, AL

SHEET TITLE: **STRUCTURAL DETAILS**

SCALE: AS NOTED	DESIGNED BY: JAR	SHEET NO. S4
PROJECT NO: -	CHECKED BY:	
PLOT SCALE:	FILE NO.:	

Addendum No. 1

To: Pre-Bid Meeting Attendees

From: Chuck Babin
City of Mobile Architectural Engineering Department

Re: Herndon Sage Park – Restroom Structural Repairs
Project # PR-044-24

Date: October 30, 2025

This Addendum forms a part of, and modifies, the Request for Quotes for the above referenced project, dated October 30, 2025. Acknowledge the receipt of this Addendum No. 1 and all subsequent Addenda, if any, in the space provided on the Quote Form. Failure to do so may subject Quoter to disqualification.

General: NA

Clarifications:

Item 1. The Mandatory Pre-Bid Meeting Agenda ***with no Modifications*** and Pre-Bid Meeting Attendance Roster, dated October 29, 2025 are attached and form part of Addendum No. 1. Revisions to the Pre-Bid Agenda are indicated with a strike-through for deletions and *bold italic* typeface for additions.

Forms and Specifications: Questions regarding DBE utilization have been received by the City of Mobile Office of Supplier Diversity and a signed DBE waiver has been issued. Please see attached.

Drawings: NA

RFI's: NA

Attachments:

1. Mandatory Pre-Bid Conference Agenda
2. Mandatory Pre-Bid Conference Sign in Sheet
3. City of Mobile Office of Supplier Diversity DBE Waiver

END OF ADDENDUM NO. 1

MANDATORY PRE-BID CONFERENCE AGENDA (with no Modifications)
PROJECT

FOR

CITY OF MOBILE PARK IMPROVEMENTS
HERNDON SAGE RESTROOM – STRUCTURAL REPAIRS
2900 DAUPHIN ST, MOBILE ALABAMA
CITY OF MOBILE PROJECT # PR-044-24
OCTOBER 29TH, 2025 at 10:00 a.m.

Note: *This Agenda is complimentary, for general use as an outline and for discussion during this meeting. Any errors, omissions, or clarifications shall be communicated to the Engineer for distribution. This Agenda does not attempt to be, nor represent, any recapitulation of Project requirements, and does not change or alter same in any respect; Changes, if any, will only be made by written Addendum.*

1. Welcoming remarks. Reminder to sign in on sheet being circulated

2. Name of Owner – City of Mobile
Project Managers – Chuck Babin

Engineering personnel:
James Russell, P.E., S.E**.** – Barter & Associates Inc.

3. Every General Contractor and every Subcontractor should read and be familiar with all "front-end" documents and all of Division 1 of the Project Manual, in addition to the work they are bidding.

4. Bid time, date, place – are indicated in the Advertisement for Bids; Sealed bids will be received and clocked in until 2:15 pm, Wednesday, the 12th day of November, 2025; bidders shall insert sealed Bids into a receptacle, marked "City of Mobile Bids", located in the elevator lobby outside the office of the City Clerk Office, 9th Floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602. Bid will be publicly opened and read at 2:30 PM local time, in the Atrium Lobby of Government Plaza.

It is the Contractors responsibility to make sure Bid is received prior to bid time or they will not be accepted.

5. Note that Advertisement and Instructions to Bidders should be read by each bidder. For insurance requirements refer to Invitation & Instructions to Bidders in the Project Manual. A Certificate of Insurance evidencing all the minimum requirements must be provided to and accepted by the City of Mobile prior to commencing on the contract.

6. Contractors shall use the Bid Form included in Project Manual, copies of which are furnished to each bidder with Bid Documents. Bids must include Attachment A to Bid Form (Unit Prices) at Bid time and date.

7. Before submitting a bid for the Work, the bidders shall carefully examine the Bid Documents, visit the site, and satisfy themselves as to the nature and location of the Work, and the general and local conditions, including weather, the general character of the site and building, the character and extent of existing work

within or adjacent to the site and any other work being performed thereon at the time of submission of their bids.

8. Addenda - Minutes of Pre-Bid Meeting, and any pertinent items discussed shall be issued as Addendum following the Pre-Bid Meeting. Any further addenda necessary after the Pre-Bid Meeting will be posted to the city's website. https://www.cityofmobile.org/bids/

9. Clarification will be made only by written Addenda posted on the City of Mobile website. Questions and Clarifications must be submitted in writing by 3:00pm 5 days prior to bid.

10. When the Bid Documents identify three or more sources and the list of sources is not followed by "or approved equal" or similar wording, the bidder's proposal shall be based upon one of the identified sources, unless the bidder obtains "Pre-bid Approval" of another source. Approval of substitutions, if granted, shall not be effective until published by the Engineer in an addendum to the Bid Documents. Requests for substitutions will not be considered 72 hours prior to bid.

11. If there is a conflict, discrepancy, or confusion between the existing conditions, plans and specifications for work, materials or equipment and the Contractor does not receive written clarification from the Engineer prior to the opening of bids the Contractor shall include the better quality or greater quantity of work in his/her bid.

12. Bids must be submitted on the Bid Form as contained in the Bid Documents; only one copy is required to be submitted.

13. All information requested of the bidder on the Bid Form must be filled in. The form must be completed by computer or hand-printed in ink.

14. Bids shall be accompanied by a Bid Security equal to 5% (percent) of the total bid price, including the allowance if any, but in no event not more than $10,000.00. Bid Security shall be on the form of a Bid Bond or cashier's check payable to the City of Mobile. No Bid Security is required on Bids less than $10,000.00.

15. Bid, with Bid Security, Sales Tax Form C-3A, City of Mobile Subcontracting and Major Supplier Plan and other supporting data specified, shall be contained in a sealed, opaque envelope, approximately 9x12 inches or larger and be marked on the outside with the words "SEALED BID FOR (Herndon Sage Restroom – Structural Repairs – PROJECT NUMBER: (PR-044-24)".

16. Performance Assurance and Insurance: The bidder to whom award is made shall provide a Performance Bond equal to 100% of the total Contract Amount (including the allowance) and a Labor and Material Bond equal to 100% of the total contract amount (including the allowance). The accepted Bidder shall also provide insurance as required in section VII
NO WORK IS TO BE PERFORMED UNTIL PROOF OF COMPLIANCE WITH THE INSURANCE REQUIREMENTS HAS BEEN RECEIVED BY THE CITY OF MOBILE.

17. A valid City of Mobile business license for the duration of the contract period. E-verify Documentation: The Beason-Hammond Taxpayer Protection Act applies to this project. Contractor shall comply with the requirements of this Act and show proof of enrollment in the E-verify program by submitting the electronically generated Federal E-verify document prior to signing of the construction contract. (see Project Manual)

18. Bids may be delivered in person or by mail if ample time is allowed for delivery.

19. Bids will be opened and read publicly at the time and place indicated in the Advertisement for Bids.

20. Alternates, if any, are listed in the Bid Form in the order in which they shall cumulatively add to from the base bid for determining the lowest bidder.

21. Award of contract by Awarding Authority, ASAP after the opening of bids.

22. Proposals may be rejected if they contain any omissions, alterations of forms, additions not called for, conditional bids, alternate bids unless called for, incomplete bids, erasures, or irregularities of any kind.

23. Completion Time for Project: Base Bid Completion Time: The Project shall be completed within seventy (70) calendar days from the date indicated by the Notice to Proceed. Time begins from date of Official Notice to Proceed

24. At the time the Contractor duly awarded the Bid receives the signed Contract and the Notice to Proceed, he shall, within five (5) calendar days submit a Schedule of Work Progress to the Engineer and Owners Representative which reasonably reflects the amount of time required for each Phase of Work and the deadline by which it can be expected that such phase of the Work shall be completed. This Schedule should accurately reflect the date for Substantial Completion and take into consideration any reasonable contingencies.

25. The Contractor shall be responsible for all project safety. Neither the Engineer nor the Owner will be responsible for the Contractor's safety precautions, means, methods, techniques, sequences, or procedures. Contractor's personnel responsible for safety shall be OSHA certified. Safety barricades (as described in the contract documents) for project, including equipment and storage areas, part of contractors means, methods, techniques, sequences, procedures; cost of any type fencing, barricades, etc. necessary shall be incidental to project.

26. Contractor shall have access to the park as approved by the Owner, but typically Monday through Friday from 6:30 A.M. to 6:30 P.M on days that no events are taking place. Contractor is directed to coordinate all areas of work and scheduling with the Owner. After hours and weekend work will require prior approval of the Project Manager and Park staff.

27. Parking for Contractors and their Subs and workers: Shall be coordinated with the Owner.

28. Traffic Control:

- Coordinate all construction activities with parties having jurisdiction.
- Particular attention shall also be paid to vehicular and pedestrian traffic and routing of such during project.

29. Meetings: Owner / Architect / Contractor (OAC) Progress Meeting to be held per project requirements. Pre-Construction Conference will be held once a Contractor has been awarded the project and contract signed.

30. Liquidated Damages: Per Item II Invitation & Instructions to Bidders, 1.24 LIQUIDATED DAMAGES: for non-completion of the work within the time limited agreed upon will be accessed in the amount of actual damages to the Owner but in no event not more than $250.00 per day.

31. Retainage withheld at 5% of the first 50% of Construction Completed until the amount equals 2.5% of the full contract amount. The final 2.5% of the full contract amount is withheld as retainage until all close out requirements are met, proof of advertisement, warranties, Consent of Surety and release of liens, etc. By State of Alabama Law, notice of final completion of the contract shall be published in a local newspaper of general circulation.

32. Contact Information:

James Russell, Structural Engineer – Barter & Associates

Email: jrussell@barterse.com

Phone: 251-473-8354

Chuck Babin, Project Manager – City of Mobile

Email: chuck.babin@cityofmobile.org

Phone: 251-208-7600

32. Closing remarks / questions.

ATTENDANCE ROSTER

MEETING	PROJECT	LOCATION	DATE
Mandatory Pre-Bid	PR-044-24 Herndon Sage Restroom - Structural Repairs	Herndon Sage Park - 2900 Dauphin St, Mobile, AL	10/29/2025 10:00AM

NAME	ORGANIZATION	PHONE	CELL PHONE	E-MAIL
Chuck Babin	City of Mobile	251-208-6035		chuck.babin@cityofmobile.org
Jody Russell	City of Mobile	251-208-1083		jody.russell@citypfmobile.org
Jamesd Russell JR	Barter & Associates	251-473-8354		jrussell@barterse.com
Ronnie Tindle	Tindle Construction	251-463-2804	251-463-2804	rtindle@tindleconstruction.net
Juddy Addiss	J&A CONTRACTING	251-623-0458	251-623-0458	Jjaddiss@yahoo.com
Robert Holifield	A&D Remodeling	251-422-6734		adremodeling10@gmail.com
James Miller	Rellim Contracting	(252) 372-8744		Jmiller@Rellimcontracting.com
Allen Reed	City of Mobile	251-208-2753	508-2768	reed.r@city...
Collin Welch	COM	251-484-3835		collin.welch@cityofmobile.org

City of Mobile

Office of Supplier Diversity

Request of Waiver of DBE Goal

The City of Mobile establishes an overall goal of 15% utilization of socially and economically disadvantaged businesses for all public spending or private projects that utilize public funding and/or incentives.

Use this form to request a waiver of DBE goals on a City of Mobile Bid, RFP, solicitation or contract. You can download a PDF fill-in version of this form at https://cityofmobile.sharepoint.com/sites/COMPortal .
Contact the Office of Supplier Diversity at 251-208-7967 if you require assistance with completing this or any other DBE form.

This form should be completed by the City department requesting a waiver. Upon completion, submit the form to the Office of Supplier Diversity by email at officeofsupplierdiversity@cityofmobile.org.

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# PR-044-24 Current Date 10 / 30 / 25

Project Description Herndon-Sage Park - Restroom Support Beam

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.

Potential contractors will provide single trade services and will not be using any sub-contractors

Shannon McIntyre
Requested By (Department Director)

Shannon McIntyre | AE Director | 10/30/2025
(Signature) **(Title)** **(Date)**

Telephone Number **Email Address**

Archnique Kidd
Reviewed By (Office of Supplier Diversity)

Archnique Kidd | Small Bus. Dev. Mgr | 10/30/2025
(Signature) **(Title)** **(Date)**

Approved By (CAO)

PR-044-24_Waiver of DBE Goals Form 2

Final Audit Report 2025-10-30

Created:	2025-10-30
By:	Emma Dean (emma.dean@cityofmobile.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAztWjMs5XFgXcE1xgM58NzuU3BDkWsTwM

"PR-044-24_Waiver of DBE Goals Form 2" History

Document created by Emma Dean (emma.dean@cityofmobile.org)
2025-10-30 - 1:08:34 PM GMT- IP address: 76.8.254.3

Document emailed to Shannon McIntyre (shannon.mcintyre@cityofmobile.org) for signature
2025-10-30 - 1:09:50 PM GMT

Email viewed by Shannon McIntyre (shannon.mcintyre@cityofmobile.org)
2025-10-30 - 1:09:57 PM GMT- IP address: 62.10.205.18

Document e-signed by Shannon McIntyre (shannon.mcintyre@cityofmobile.org)
Signature Date: 2025-10-30 - 1:20:12 PM GMT - Time Source: server- IP address: 76.8.254.3

Document emailed to Archnique Kidd (archnique.kidd@cityofmobile.org) for signature
2025-10-30 - 1:20:14 PM GMT

Email viewed by Archnique Kidd (archnique.kidd@cityofmobile.org)
2025-10-30 - 2:25:31 PM GMT- IP address: 104.47.64.254

Document e-signed by Archnique Kidd (archnique.kidd@cityofmobile.org)
Signature Date: 2025-10-30 - 2:26:09 PM GMT - Time Source: server- IP address: 76.8.254.3

Agreement completed.
2025-10-30 - 2:26:09 PM GMT

2025 NOV 12 PM 1:45

CITY CLERK DEPARTMENT
2025 NOV 12 PM 1:46

Sealed Bid for Herndon-Soge Park- Restroom Support Beam-
Project Number: PR-044-24

11/12/25
A and D Remodeling LLC
GC#: 516037

DO NOT OPEN UNTIL 2:30 PM ON 11/12/25

DO NOT OPEN
UNTIL 2:30 PM
11/12/25

RLI®
SURETY

P.O. BOX 3967 PEORIA, IL 61612-3967
P: (800)645-2402 E: contract.surety@rlicorp.com
RLISURETY.COM

BID BOND

Bond No. LSM1359561

KNOW ALL MEN BY THESE PRESENTS,
That We, A and D Remodeling, LLC
of 7970 Tanner Williams Rd
Mobile, AL 36608
as Principal, and **RLI Insurance Company**, of Peoria, Illinois, as Surety, an Illinois corporation duly licensed to do business in the State of Alabama, are held and firmly bound unto City of Mobile, as Obligee, in the penal sum of 5% of Total Amount Bid,
for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the Principal has submitted, or is about to submit, a proposal or a bid to the Obligee on a contract for Herndon-Sage Park / Restroom support beam / PROJECT NUMBER: PR-044-24

NOW, THEREFORE, if the aforesaid principal shall be awarded the contract, the said principal will within the period specified therefore, or if no period be specified, within ten (10) days after the notice of such award enter into a contract and give bond for the faithful performance of the contract, then this obligation shall be null and void, otherwise the principal and the surety will pay unto the obligee the difference in money between the amount of the bid of said principal and the amount for which the obligee may legally contract with another party to perform the work if the latter amount be in excess of the former, in no event shall the liability hereunder exceed the penal sum hereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any suits at law or proceedings in equity brought or to be brought against the Surety to recover any claim hereunder must be instituted and service had upon the Surety within ninety (90) days after the acceptance of said bid of the Principal by the Obligee.

SIGNED, SEALED AND DATED this 5th day of November, 2025.

A and D Remodeling, LLC
Principal
By: Troy D Bass

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
By: Ann M. Darling
Ann M Darling — Attorney In Fact

C0038O15-50,0

POWER OF ATTORNEY

RLI Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Bond No. LSM1359561

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That the **RLI Insurance Company**, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Ann M Darling in the City of Mobile, State of Alabama, as it's true and lawful Agent and Attorney In Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, specifically for the following described bond.

Principal: **A and D Remodeling, LLC**
Obligee: **City of Mobile**
Bond Amount: **5% of Total Amount Bid**

The acknowledgement and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Sr. Vice President with its corporate seal affixed this 5th day of November, 2025.

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company

By: Eric Raudins
Eric Raudins — Sr. Vice President

State of Ohio
County of Cuyahoga } SS

On this 5th day of November, 2025, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Jill A. Scott
Jill A. Scott — Notary Public

JILL A. SCOTT
Notary Public, State of Ohio
My Commission Expires
September 22, 2030

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 5th day of November, 2025.

RLI Insurance Company

By: Christina Dean
Christina Dean — Corporate Secretary

A0006221_R_SUBS_BID

SECTION 00400

BID FORM

Copies of the following Bid Forms shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

TO: City of Mobile, 205 Government St., P.O. Box 1827, Mobile, AL, 36633

REF: PROJECT NO.: PR-044-24
PROJECT NAME: Herndon-Sage Park – Restroom Support Beam
PROJECT LOCATION: 2900 Dauphin Street
Mobile, Alabama, 36606

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Architectural Engineering Department and Consultant dated August 27, 2025; and all Addendum (a) Number(s) 1, dated 10/30/25, 2021 (CAUTION: before submitting any bid it is the Bidder's responsibility to check with the Architectural Engineering Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder, hereby

COMPANY NAME: A and D Remodeling LLC

ADDRESS: 7970 Tanner Williams Rd **PHONE** 251-366-5195

ALABAMA GENERAL CONTRACTOR LICENSE NO. 54627

CITY OF MOBILE BUSINESS LICENSE NO. 111457

SECRETARY OF STATE OF ALABAMA BUSINESS IDENTITY NO. 000-529-878

SECRETARY OF STATE OF ALABAMA ACCOUNT NO. _____

(Note: Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) [ ] A Corporation [✓] A Partnership [ ] An Individual Doing Business

hereby proposes to furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, and all applicable laws and regulations for the sum listed below. The initial term of the Contract shall extend for sixty (60) calendar days from the date of the Notice to Proceed.

Herndon-Sage Park
Restroom Support Beam
PR-044-24

Base Bid: $26,016.00

Contingency Allowance: + $ 10,000.00

Total Base Bid: $ 36,016.00
(Fill in here and in Total Bid below)

TOTAL BASE BID: Thirty-Six thousand Sixteen _Dollars, ($36,016.00)
(Amount in Words) (Amount in Figures)

(Note: Show amount in both words and figures. In case of discrepancy, the amount in words shall govern). **Bids shall be provided in whole dollar amount with no cents.**

CONTINGENCY ALLOWANCE: $10,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen conditions as approved by the Owner.

BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, as a Cashier's Check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, or a Bid Bond, made payable to the City of Mobile, in the amount of 5% of the bid amount, but in no event more than $10,000, as the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract. Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

AMERICANS WITH DISABILITIES ACT (ADA): The undersigned Bidder agrees to fully comply with all requirements of the Americans with Disabilities Act of 1990 and the Amendment Act.

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

SIGNATURE: If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any.

Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out.

Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification and to furnish Performance Bond and Materials and Payment Bond as specified.

COMPANY NAME: A and D Remodeling LLC
(Printed or Typed)

BY: Troy D Baxter
(Signature of Company Officer)

COMPANY OFFICER: Troy D Baxter
(Printed or Typed)

TITLE Partner **DATE** 1115 **, 2025**
(Printed or Typed)

Sworn to and subscribed before me this 5 day of November 2025

Tanya Skelton
Notary Public

TANYA SKELTON
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES FEB. 04, 2026

Attachments:
1. Bid Security, with Power of Attorney
2. Secretary of State Authorization (Out of state bidders only)
3. Sales Tax Form C-3A
4. Office of Small Business Development Subcontracting & Major Supplier Plan

END OF BID FORM

ACCOUNTING OF SALES TAX
ATTACHMENT TO BID FORM SECTION 00400
SALES TAX FORM C-3A

To: City of Mobile **Date:**_____

Name of Project: Herndon-Sage Park – Restroom Support Beam
Project Number: PR-044-24

SALES TAX ACCOUNTING

Pursuant to Act 2013-205, Section 1(g) the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

	ESTIMATED SALES TAX AMOUNT
BASE BID:	$ Ø

Note: A completed Form C-3A: Accounting of Sales Tax must be submitted with the Proposal Form. Submission of Sales Tax Form C-3A with the Proposal Form is required; it is not optional. A proposal shall be rendered non-responsive if an Accounting of Sales Tax is not provided.

Legal Name of Bidder A and D Remodeling LLC

Mailing Address 11130 Ora Ln Mobile 36608

***By (Legal Signature)** [signature]

*Name (type or print) Troy D. Baxter (Seal)

*Title Partner

Telephone Number 251-366-5195

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Small Business Development for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967

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

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

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

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

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

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

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

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Small Business Development for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967

FORM 1: Background and Plan (Cont'd

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

Please Print Company_____Your Bid/Proposal Amount $_____ Date:_____

Description_____ Name of Bidder/Proposer: _____

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

Subcontractor or Major Supplier	Phone	Scope(s) of Work to be performed by the DBE, SDVOB	$$ Value of Proposed Contract with DBE	% of TOTAL Contract	DBE?	Official Verification Only

Updated 7.2025

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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.
		DBE/ALDOT DBE LIST(S): The bidder utilized the Office of Small Business Development list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

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

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:
1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further details as to why and attach the document to this form if there is an inability to break out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

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

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Small Business Development for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967

FORM 1: Background and Plan

Section I. Information about your company

Company	A and D Remodeling LLC
Address	7970 Tanner Williams Rd Mobile 36608
Telephone	251-366-5195
E-Mail	adremodeling10@gmail.com

RFP/RFQ Solicitation Number	
Project Description	
Is your company a DBE company?	Yes ☐ No ☑
Work force demographics	Male 6 Female 2 Minority 1 Non-minority ____ SDVO ____ Total number of Employees 9

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Troy D Baxter

Signature: Troy D Baxter Date: ____

Title: Partner

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

Name: ____ Title: ____

Email: ____ Phone: ____

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 2333675

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and A and D Remodeling LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer 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 Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

    a. Notice of E-Verify Participation

    b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

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 anti-discrimination 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 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. § 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 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.

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 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)). 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 FEDERAL CONTRACTORS

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 create a second case for 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 Form I-9 information 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.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer 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 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. § 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 Employer.

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 employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer 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 Employer with operational problems associated with the Employer's participation in E-Verify. 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 provide to the Employer 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 Employers 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 employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer 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 Employer'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, 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 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
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 Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer'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 Employer, or a failure on the part of the Employer 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. 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 Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 2333675

Approved by:

Employer	
A and D Remodeling LLC	
Name (Please Type or Print) TROY D BAXTER	**Title**
Signature Electronically Signed	**Date** 12/04/2023
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 12/05/2023

Company ID Number: 2333675

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	A and D Remodeling LLC
Company Facility Address	11130 ORA LN MOBILE, AL 36608
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	831976182
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1 site(s)

Company ID Number: 2333675

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL	1

Company ID Number: 2333675

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	TROY D BAXTER
Phone Number	2513665195
Fax	
Email	ADREMODELING10@GMAIL.COM

This list represents the first 20 Program Administrators listed for this company.

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Small Business Development for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967

FORM 1: Background and Plan

Section I. Information about your company

Company	A and D Remodeling LLC
Address	11130 Ora Ln Mobile, AL 36608
Telephone	251-366-5195
E-Mail	adremodeling10@gmail.com

RFP/RFQ Solicitation Number	
Project Description	PR-044-24
Is your company a DBE company?	Yes ☐ No ☑
Work force demographics	Male 6 Female 2 Minority 1 Non-minority _____ SDVO _____ Total number of Employees 9

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Troy D Baxter

Signature: Troy D Baxter Date: _____

Title: Owner/Partner

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

Name: _____ Title: _____

Email: _____ Phone: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/02/2025

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

The Darling Agency, Inc.
3812 Cottage Hill Road
Mobile, AL 36609-6510

CONTACT NAME: Greg Darling
PHONE (A/C, No, Ext): 251-661-3098 FAX (A/C, No): 251-665-9243
E-MAIL ADDRESS: greg@thedarlingagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Scottsdale Insurance Company	41297
INSURER B : Evanston Insurance Company / Sheffield Fund	35378
INSURER C : Integon National Insurance Company	29742
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

A and D Remodeling, LLC
11130 Ora LN

Mobile AL 36608

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	RBS0331259	02/01/2025	02/01/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Contractual Liability						MED EXP (Any one person)	$ 5,000
	CG 00 01 04 13						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY	X	X	2004618210 - 08	02/01/2025	02/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR	X	X	XLS1228792	02/01/2025	02/01/2026	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		X	600-2025-37706-00	01/01/2025	12/31/2025	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

General Contractor - Remodel

Project Name: Herndon-Sage Park - Restroom Support Beam 2900 Dauphin Street Mobile, Alabama 36606

City Of Mobile is included as an Additional Insured with respect to the General Liability, Automobile Liability, and Excess Liability. All policies, except workers compensation, shall be Primary and Non-contributory with any other insurance in force or which may be purchased by Additional Insured. Waiver Of Subrogation applies in favor of City Of Mobile with respect to General Liability, Automobile Liability, Excess Liability, and Workers Compensation and Employers Liability. 30 Day Notice of Cancellation, non renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Greg Darling

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CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: January 13, 2026

Submitted by:
Donald Rose, Senior Director - Chief Procurement Ofc
Matthew Anderson, Dir Of Public Services

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
Contract with Ecosouth Services of Mobile, LLC, for recycling bin rental and hauling services. Contract is for three years, in amounts as needed at unit prices indicated in an amount NTE $250k/year.

Amount of Contract:
As needed at unit pricing NTE $250K

Funding Source
General fund.

ATTACHMENTS:
1. 2025-1 Ecosouth Recycling Agenda Package

REVIEWERS:
Donald Rose
Donna Bryars
Cherlina Monteiro
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 13 January 2026 (Date) Item No. _____

Submitted by: Public Services (Department) Matt Anderson (Department Head)

Sponsored by: Spiro N. Cheriogotis (Name) Mayor (Title)

Reviewed by: Shonnda Smith (Executive Director)

Routing Authorized: _____ (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Recycling Bin Rental and Hauling

PURPOSE & SCOPE OF PROJECT:
Contract with Ecosouth Services of Mobile, LLC, for recycling bin rental and hauling services. Contract is for three years, in amounts as needed at unit prices indicated in an amount NTE $250k/year. General fund.

RESOLUTION ☐ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: NTE $250K per year for 3 years

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: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 6010

How many bidders received bid packages (if applicable): 31 +web

How many bidders submitted bids (if applicable): 4

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

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, an agreement, by and between the City of Mobile and Ecosouth Services of Mobile, LLC, to provide recycling bin rental and hauling services, as needed at the unit prices indicated, in a total amount not to exceed $250,000.00 per year, for three years, as appropriated funds are available, as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy of said agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

STANDARD SERVICES AGREEMENT
BETWEEN CITY OF MOBILE AND CONTRACTOR
FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")

BETWEEN the Owner:	**CITY OF MOBILE** **205 Government Street** **P O Box 1827** **Mobile, Alabama 36633**
And the Contractor:	**EcoSouth Services of Mobile, LLC** **2010 West I-65 Service Road South, Suite C** **Mobile, AL 36693** **City Business License No.: 119351**
For the following Project:	**RECYCLING BIN RENTAL AND HAULING**

STANDARD SERVICES AGREEMENT
BETWEEN CITY OF MOBILE AND CONTRACTOR

THIS AGREEMENT is made and entered into as of the date of execution by both parties, by and between City of Mobile, a political subdivision of the State of Alabama, hereinafter referred to as the "City" and EcoSouth Services of Mobile, LLC, hereinafter referred to as "Contractor."

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, the City issued Request for Bids 6010 on October 31, 2025, and,

WHEREAS, the City evaluated the bids received and found the Contractor qualified to perform the necessary services; and

WHEREAS, the Contractor has reviewed the services required pursuant to the Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms.

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

1.0 CONTRACTOR'S SERVICE

1.1 The Contractor agrees to diligently provide all materials, services and labor for the performance of Recycling Bin Rental and Hauling services in accordance with the scope of services detailed in City of Mobile Request for Bids 6010, and it Addendum 1, made part of this Contract as **Exhibit A**, attached hereto and incorporated herein. All work and labor shall be done in accordance with these plans and specifications and are incorporated herein by reference.

2.0 TERM

2.1 This Contract shall commence immediately upon execution by both the City and the Contractor and shall continue for three years.

3.0 COMPENSATION AND PAYMENT OF CONTRACTORS SERVICE

3.1 The City shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract, in frequency and amounts as needed, at the unit

rates found in **Exhibit B**, Contractor's bid submission. The total amount due to Contractor will not exceed $250,000.00 per year. The unit rates shall be as follows:

Monthly rental of each 40 -yard compactor receiver	**$150.00**
Swap and haul of bin to, and disposal of product at, recycling facility	**$475.00**
Compactor service plan-one annual visit (per compactor)	**$450.00**
Additional service labor per hour	**$ 90.00**

3.2 Notwithstanding the preceding, Contractor shall perform no work under this Contract until 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.

3.3 The City's performance and obligation to pay under this Contract is contingent upon an appropriation by the City Council or by grant award. In the event funds are not appropriated or approved for any fiscal year, this agreement shall terminate upon notice to Contractor. The City shall promptly notify the Contractor if the necessary appropriation is not made.

4.0 METHOD OF PAYMENT

4.1 The City shall pay the Contractor through payment issued by City upon receipt of the Contractor's monthly invoice and written approval of same by the City indicating that services have been rendered during the previous month in conformity with this Contract. Contractor may invoice the annual service visit fees of $450 per compactor at any time during the contract year.

4.2 Contractor's invoices shall itemize the services provided during the previous month in a manner agreeable to the City.

4.3 The Contractor is responsible for providing all necessary documentation that may be required by the City.

5.0 ADDITIONAL SERVICES

5.1 No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.

5.2 If the City requires the Contractor to perform additional services related to this Contract then the Contractor 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 Contractor. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

6.0 LIABILITY OF CONTRACTOR

6.1 To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. The contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

6.2 This section of the Agreement will survive the expiration or termination of the Agreement.

7.0 CONTRACTORS INSURANCE

7.1 Contractor shall procure and maintain insurance as specified in **Exhibit C**, City of Mobile Insurance Requirements, attached hereto and made a part of this Agreement.

8.0 RESPONSIBILITIES OF THE CONTRACTOR

8.1 The personnel assigned by the Contractor to perform the services of this Contract shall comply with the terms set forth in this Contract. The Contractor 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 Contractor's key personnel must receive the City's Department Head's written approval before said changes or substitution can become effective.

8.2 The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.

8.3 The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), 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 Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.

8.4 Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor'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 Contractor from consideration for award of future contracts in accordance with Alabama competitive bid law if the Contractor does not abide by the terms of this contract.

8.5 The Contractor 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.

8.6 The Contractor 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 Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.

8.7 The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent, or servant of the 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 Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor'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 Contractor shall be solely responsible for providing benefits and insurance to its employees.

9.0 TIME FOR PERFORMANCE

9.1 Time is of the essence in the performance of this Contract. The Contractor specifically agrees that contract time will begin on the date the Notice to Proceed is issued. Contractor also agrees no work will begin prior to such date. All work to be performed under the provisions of this Contract shall be completed to Substantial Completion in not more than [insert] calendar days and all work shall be completed to Final Acceptance within thirty (30) calendar days from Substantial Completion, or thirty (30) calendar days from delivery to Contractor of a list of items to be completed punch list. Upon Final Completion, Contractor shall deliver Notice of Final Completion via Hard Copy Format and an Electronic Copy Format within (30) calendar days from the competition of services.

10.0 LIQUIDATED DAMAGES. Not applicable.

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11.0 FORCE MAJEURE

11.1 The Contractor 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 in the City's purchase order or 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.

12.0 OBLIGATIONS OF THE CITY

12.1 The Deputy Director, Public Services 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.

12.2 City shall furnish to Contractor all applicable information and technical data in City's possession or control reasonably requested by Contractor for the proper performance of the Services.

12.3 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 Contractor payment requests for approval or rejection. 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Agreement.

12.4 The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

13.0 TERMINATION

13.1 The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

13.2 Any failure of the Contractor 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 Contractor 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.

13.3 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 13.1 above.

13.4 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 Contractor and the Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

13.5 In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating

its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above. Contractor 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.

13.6 The Contractor 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, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.

13.7 After consultation with and written Notice to the Contractor 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 Contractor's work not performed in accordance with the requirements of this Contract; 2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor'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 Contractor; 5. The Contractor's failure or refusal to perform any other obligation under this Contract.

14.0 DISPUTE RESOLUTION

14.1 In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Mobile, Alabama, with the parties sharing equally in the cost of such mediation.

14.2 In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

14.3 Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile County, 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.

14.4 Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement

14.5 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.

14.6 Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Agreement during the pendency of the claim or dispute, including, but not limited to, the actual period of mediation or judicial proceedings.

15.0 CONTRACTOR WARRANTY

15.1 All products provided under this Contract shall be new and of the most suitable grade for the purpose intended.

15.2 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 Contractor 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 Contractor shall refund to the City any money which has been paid for same.

15.3 Contractor warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Contractor's standard product warranty is for a period of time longer than that stated above, this warranty shall be extended to that longer duration.

15.4 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 Contractor as set out in a reasonably detailed written notice to cure any non-conformance within thirty (30) days of occurrence, Contractor agrees to re-perform the services to achieve commercially reasonable conformance with this warranty.

16.0 SUSPENSION/STOP WORK ORDER

16.1 The City may at any time, by written order to the Contractor, require the Contractor 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 Contractor. Upon receipt of such an order, the Contractor 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 Contractor 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 13.1.

16.2 In the event the City of Mobile determines not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section 13.1. 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 Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract.

17.0 NOTICES

17.1 The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is the Deputy Director of Public Services.

17.2 Any notices of any nature, whatsoever, including but not limited to notice of termination or default 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
c/o Deputy Director of Public Services
As: City's Authorized Agent
1900 Hurtel Street
Mobile AL36605

CONTRACTOR:
EcoSouth of Mobile, LLC
c/o Justin Clements, Vice President of Sales
Contractor's Authorized Agent
2010 West I-65 Service Road South, Suite C
Mobile, AL 36693

17.3 Any change in the City's or the Contractor's Authorized Agent will be promptly communicated by the party making the change.

18.0 DEFAULT/ BREACH

18.1 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.

19.0 EFFECT OF DEFAULT

19.1 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 Contractor 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 Contractor written notice of such termination. In the event of termination of this Agreement by the City because of the Contractor's default or breach, the City may take possession of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

20.0 WITHHOLDING PAYMENT DUE

20.1 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.

21.0 CURE PLAN

21.1 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.

22.0 EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

22.1 Failure by the Contractor to perform in accordance with the terms, conditions, and specifications of this agreement, including but not limited to failure to complete work within the specified time frame, failure to meet quality or safety standards, or abandonment of the project, and any other breach as defined herein, may be considered by City in evaluating the Contractor's status as a 'responsible bidder' as defined under Alabama law in future competitive bid determinations within the parameters of acceptable evaluation.

23.0 PEER REVIEW/VALUE ENGINEERING

23.1 The City reserves the right to engage independent experts to conduct peer reviews or value engineering analyses of the Project at any stage. Contractor 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, Contractor shall implement such recommendations as directed by the City, subject to equitable adjustments if necessary.

24.0 ANTI-BOYCOTT

24.1 Contractor 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.

25.0 NON-DISCRIMINATION

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

26.0 COMPLIANCE WITH IMMIGRATION LAW

26.1 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.

27.0 MISCELLANEOUS

27.1 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.

27.2 The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

27.3 The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.

27.4 Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.

27.5 The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

27.6 If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

27.7 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.

27.8 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.

27.9 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.

27.10 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.

27.11 Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

27.12 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.

27.13 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.

27.14 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.

27.15 Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

27.16 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.

27.17 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.

27.18 Attorney's Fees and Costs. If the City is required to take legal action to enforce this contract, the contractor agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.

27.19 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.

27.20 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.

[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 last written below.

CONTRACTOR:
EcoSouth Services of Mobile, LLC

By:_____
Justin Clements
Vice President of Sales

STATE OF ALABAMA)
CITY OF MOBILE)

I, the undersigned Notary Public, in and for said City in said State, hereby certify that Justin Clements whose name as Vice President of Sales, of EcoSouth Services of Mobile, LLC, is signed to the foregoing contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing contract, as such officer and with full authority, execute the same voluntarily for and as the act of said for-profit corporation on the day the same bears date.

Given under my hand this the 2nd day of Jan, 2026.

(SEAL)

April C Biggs
Notary Public
My Commission Expires:
April C. Biggs
Notary Public, Alabama State At Large
My Commission Expires Feb. 25, 2026

CITY OF MOBILE, A Municipal Corporation

By:_____ Date_____
Spiro N. Cheriogotis, Mayor

ATTEST:

_____
City Clerk

EXHIBIT A: City of Mobile Request for Bids 6010 and Addendum 1.
EXHIBIT B: Contractor Responsive Bid
EXHIBIT C: City Insurance Requirements and Contract Evidence of Insurance
EXHIBIT D: Contractor E-Verify

EXHIBIT A

CITY OF MOBILE REQUEST FOR BIDS 6010 AND

ADDENDUM 1 TO RFB 6010

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

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

BID SHEET

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	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
10/31/2025	**6010**	**PUBLIC SERVICE**	**TO BE SPECIFIED**

This bid must be received and stamped by the Purchasing office not later than: 12:01 P.M. FRIDAY, NOVEMBER 21, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.		Dollars	Cents	Dollars	Cents

RECYCLING EQUIPMENT RENTAL AND HAULING FOR CITY OF MOBILE RECYCLING CENTERS AS PER THE FOLLOWING AND ATTACHED.

Vendor to return complete package with your response, including these sheets.

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 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 competed 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 Aabama, 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

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cents

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.

If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org.

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.

				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.*

MOBILE
ALABAMA

City of Mobile

Recycling
Equipment Rental & Hauling

BID # 6010

BID DUE DATE – 12:01 PM, FRIDAY, NOVEMBER 21, 2025

INVITATION TO BID

Notice to Contractors:

Sealed bids for the below project will be received by the City of Mobile Purchasing Department, 205 Government Street, 4th floor South Tower, Mobile, AL, 36602, until **12:01 pm local time, Friday, November 21, 2025**, and then publicly opened and read in the City of Mobile Purchasing Department, 205 Government Street, 4th Floor, South Tower, Mobile, AL 36602, or such other location as may be indicated nearby that location :

Bid Number:	
Project:	Recycling Equipment Rental & Hauling
Project Description:	Rental and Transport of Single-Stream Recycling Receiver Bins from Mobile, AL, to Material Recycling Facility in Baldwin County, Alabama.

Contract documents and specifications for work may be found at the City of Mobile web page: www.cityofmobile.org/bids.

The City of Mobile operates a system of public drop-off 40-yard recycling bins placed in three locations on City-controlled property. These bins are located at
4851 Museum Drive, at the City's Western Administrative Complex, in Langan Park, across Museum Dr. from the Mobile Museum of Art,
308 Pinehill Dr. between Government St. and Airport Blvd., behind Police Headquarters, and at 1750 Dauphin Island Parkway.

The bins collect unsorted, dry, consumer-generated recyclables. The bins are connected to WasteQuip Model 245IP stationary compactors, which are owned by the City of Mobile and operated by City attendants. Potential bidders are invited to view the sites at their discretion.

The City intends to hire a Contractor to provide the bins, and to transport the content of the loaded bins to the Baldwin County Materials Recovery Facility (MRF), 15093 Landfill Dr., Summerdale, AL 3650.

The City also desires, as an optional item, to engage the rental and hauling Contractor, to provide preventive maintenance services, and on-call repair services, for the City-owned compactors.

Current recycling volumes are provided in the enclosed bid specifications.

All bids must be submitted on the attached proposal form.

Written questions regarding this bid opportunity must be submitted by **5:00 pm Thursday, November 13, 2025** to Purchasing@CityofMobile.org.

At the time of the signing of the Contract, the Contractor must furnish to the City a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The Contractor will also be required to possess a City of Mobile business license, and evidence of enrollment in E-Verify.

The City reserves the right to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Bids must be submitted in a sealed envelope of any size and have the words "Bid for Recycling Equipment Rental and Hauling, in the City of Mobile, Alabama". The bid must delivered to and received by the City of Mobile Procurement Department, 205 Government St., 4th Floor, South Tower, Mobile, Alabama 36602, not later than **12:01 pm Friday, November 21, 2025**.

INSTRUCTIONS TO BIDDERS

1. SCOPE OF WORK:

1.1. The City of Mobile maintains three 40-yard drop-off recycling containers for public access from 7am – 5pm, Monday-Friday, and 7am – 4pm, Saturday-Sunday. The bins are located at permanent sites at 4851 Museum Dr at the City's Western Administrative Complex, in Langan Park opposite the Mobile Museum of Art, at 308 Pinehill Dr. between Government St. and Airport Blvd., and at 901 Fowl River Road at Dauphin Island Parkway. The City collects a mixed stream of residential recyclable metal, paper, plastic, and glass in these bins, staffed by City attendants. The City has a contract with the Baldwdin County Solid Waste Authority to receive and process the City's collected recyclables.

1.2. The City is seeking services for rental and service of the recycling containers, to include maintenance, cleaning, repair, delivery, and pickup of the containers, and transport of the City's recycled product to the Baldwin County Materials Recovery Facility (MRF) at 15093 Landfill Dr, Summerdale, AL 36580.

1.3. Additionally, the City is seeking services for regular maintenance, and for repair as needed, of the City-owned Wastequip 245IP compactors, and will consider award of such maintenance to the selected bin rental and transport contractor.

1.4. The City's current contract for these services expires December 31, 2025. The City desires to enter a new three-year contract for these services. Historic usage of the existing bins can be found in **Exhibit A**.

1.5. Bins

- 1.5.1. The bins currently in use are 40 –yard roll off compactor receivers.
- 1.5.2. Bins will be clean, freshly painted in appearance, and suitable in look and design for public access and use. Contractor will be required to maintain these bins in excellent operating condition. Bin color, decoration, and operating characteristics are subject to review and approval by the City, for attractiveness and practical operation.
- 1.5.3. City will ensure sites are suitable for bin and compactor placement and for Contractor access.
- 1.5.4. Contractor will coordinate with the City in the placement and configuration of bins to allow reasonable and safe public access.
- 1.5.5. Contractor will be required to provide on-call pickup of full bins and transport to, and disposal of, product at the Baldwin County MRF at 15093 Landfill Dr, Summerdale, AL 36580.
  - 1.5.5.1. Contractor will service the bins for pick up and transport of contents to the Baldwin County MRF on an <u>on-call</u> basis by the City.

Contractor will provide a same-day pickup if notified by the City before 10:00 am that day. Notifications after 10:00 am will be hauled the next day before 7:00 am. Contractor will provide this service as needed seven days per week.

1.5.5.2. Contractor is responsible for the clean-up, collection, and disposal of spillage caused by loading and transport.

1.5.6. Contractor will maintain adequate reserve swap bins to ensure each compactor or public deposit site will be continuously accessible for public use. City will pay monthly rental only for the number of active publicly available bins regardless of the number of reserve bins maintained by Contractor.

1.6. Compactor connection: The City maintains two (3) WasteQuip Model 245IP Compactors ("Compactor") to which the Contractor will be expected to connect Contractor-provided receiving bins. The Compactors have a 2 cubic yard charge box.

1.6.1. Contractor is to provide all hook up and disconnect of bins from the City stationary compactor.

1.6.2. Contractor will provide reasonable assistance to the City in the operation of the Compactor.

1.6.3. City may provide other Compactors that will require Contractor to change bin-type or size during the period of the contract, at a mutually agreed upon price for any alternate bin selection.

1.7. Placement and Quantity: Contractor will be required to be flexible, and responsive, in the placement of bins.

1.7.1. Contractor will be required to place initial bins within two weeks of contract commencement.

1.7.2. The City may expand or reduce the number of bins, or change location of the bins in the City recycling program during the contract period. Contractor will be required to place additional bins as required and to be able to change bin locations within three calendar days of notification of a relocation request.

1.7.3. Contractor will be required to place additional containers, or substitute bin size and types within two weeks of notification.

1.8. Product Transport: Contractor will be familiar with and comply with the requirements of this contract with respect to Contractor's delivery of product to the Baldwin County MRF as a City Contractor.

1.8.1. Contractor will segregate City recycled product for hauling to the Baldwin County MRF for tracking and billing purposes. Contractor may elect any process to collate and transport City product from the bin collection site to the Baldwin County MRF, but must ensure that City product as delivered to the Baldwin County MRF must not be comingled with other recyclables.

1.8.2. The City shall be responsible for any tipping fees at the Baldwin County MRF or the Baldwin County Landfill. City will pay any penalties or service charges by Baldwin County SWA for product rejection or reloading of rejected product, or Baldwin County SWA tip fees. Contractor is responsible for the costs associated with additional service times and transportation expenses that might arise due to a rejected load or unavailability of the Baldwin County MRF site for deliveries

1.8.3. Contractor shall provide the City with copies of any tip tickets for delivery to the Baldwin County MRF for each transport.

1.8.4. Contractor recognizes and accepts the possibility that a load may be rejected by the Baldwin County MRF, which may result in the diversion of any load from the MRF to the proximately located Baldwin County Landfill. Contractor will provide this diversion transport, when required, at no extra cost to the City.

1.9. Compactor maintenance: If additionally awarded, Contractor will provide manufacturer recommended monthly maintenance services for the City-owned compactors. Contractor additionally will provide on-call repair services with timely response times within 24-hours of service call.

1.10. The City will provide signage, public education, and compactor operation. Contractor will cooperate with the City in the promotion of this recycling service.

1.11. Contractor is responsible for provision of adequate transportation assets and all fuels, tolls, permits, fees, or other expenses involved in transporting the contents.

1.12. There is no guarantee on the volume of recyclables that will be collected and number of hauls that will be required.

1.13. City will compensate Contractor for the following items:

1.13.1. Rental of agreed upon number and type of bins

1.13.2. Individual pick-up of material from a City public recycling site. Transport of the material to the Baldwin County MRF will be included in the pick-up fee for each bin.

1.13.3. If agreed to for price and service level, monthly maintenance service fees for City-owned compactors.

1.13.4. Pre-quoted and approved extra fees for labor and parts to repair City-owned compactors in addition to routine maintenance services.

1.14. Contractor will submit invoices to the City monthly for services provided in the preceding month, detailing all services provided, to a point of contact designated by the Senior Director, Public Services.

1.15. Upon completion of the contract, Contractor will remove their containers from the City site, unless a separate arrangement is otherwise mutually agreed upon.

1.16. The term of this contract will begin upon execution by both parties and be in effect for three years.

2. **ADDITIONAL BIDDER REQUIREMENT**Contractor must be financially stable and have an established track record in the operation of municipal waste or recycling collection and hauling in the Southeast United States. Contractors currently in receivership or have filed for bankruptcy protection within the last five years are ineligible for contract award. Discretion as to whether a Contractor successfully meets this minimum requirement will exclusively reside with the City.

3. **BID SUBMISSION:**
   3.1. **Exhibit B** contains the form to be used for submitting the bid. Bidders may include additional documentation with the bid to describe services to be provided.
   3.2. Questions regarding the bid solicitation must be submitted in writing, addressed to City of Mobile, Procurement Department, P.O. Box 1827, Mobile, Alabama 36633, or by email to Purchasing@CityofMobile.org. In order to receive consideration, the request must be received not later than **5:00 pm Thursday, November 13, 2025**. Replies, or any supplemental instructions, if provided, will be publicly posted at www.CityofMobile.org/Bids for all prospective bidders, not later than **5:00 pm Monday, November 17, 2025**.
   3.3. Each Bid must give the full business address of the Bidder and be signed by someone with authority to bind the Bidder. Please print the name and position of the person signing the bid.

4. **SPECIFICATIONS AND SCHEDULES:** The specifications that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. The City Standard Service Contract form is found at **Exhibit C.** The City reserves the right to modify this template as required in the City's interest.

5. **ADDENDA:** The City may publish prior to bid submission due date Addenda to this Bid Specification that materially changes terms, conditions, or specifications of this Bid. Prospective bidders are responsible to be aware of any Addenda.

6. **INSURANCE:** The City requires Contractor to demonstrate evidence of adequate insurance at contract execution. Contractor shall have and maintain during the life of the contract the following minimum policy amounts that shall name the City of Mobile, its agents and employees, as additional insured. The insurance policies shall be primary and non-contributory in relation to any other insurance available to the City. Contractor will not change or terminate the policies without the written consent of the City, and will not do anything to cause any of the insurance to be

invalidated in whole or in part. The issuing insurer will provide 30-days written notice of cancellation to the City.

6.1. **Worker's Compensation – Employers' Liability Insurance:** Regardless of any "minimum requirements" of the State of Alabama, Contractor shall obtain Workers' Compensation insurance covering all workers involved in the Project. Where applicable, U.S. Longshore and Harbor Workers Compensation Act Endorsement and/or Maritime Coverage Endorsement shall be attached to the policy. Contractor shall also obtain Employer's Liability insurance with minimum limits of $1,000,000 each accident, $1,000,000 disease limits, and $1,000,000 each employee.

6.2. **Commercial General Liability Insurance (CGL):** Policy limits for CGL must be at least $1,000,000 per occurrence and general aggregate, and the CGL policy must be an occurrence-based policy with Products-Completed Operations Hazard coverage as well as a "Separated of Insureds" provision. Said CGL policy also shall not contain a "Cross Suits Exclusion" provision. The general aggregate limit shall be on a per project basis (not a per policy basis).

6.3. **Comprehensive - Automobile Liability insurance including owned, non-owned, and hired vehicles.** Limits of $1,000,000 combined single limit covering "Any Auto" utilized by the Contractor, its agents, servants, or employees in any way for its work under this Contract. In the event a policy covering "Any Auto" is not available, said policy shall cover at a minimum, owned, non-owned, and hired vehicles.

6.4. **Property Insurance.** It is the responsibility of the Contractor to provide coverage for the Contractor's equipment, materials, and tools under a Contractor's Risk policy or other insurance policy, and the Contractor is responsible for any deductibles under any such policy.

6.5. **Commercial Umbrella Liability**. Contractor shall also obtain Umbrella Liability over and above the limits of liability required in the Employers Liability, General Liability, Automobile Liability, and Professional Error and Omissions (if required) policies. The Umbrella coverage form will be at least as broad as the underlying policies. The Additional Insureds requirements of underlying policies shall also be met by the Umbrella. The Umbrella limits shall be sufficient so that the sum of the underlying and Umbrella limits shall be at least $2,000,000 per line of coverage.

6.6. **Certificate of Insurance**. These liability policies shall endorse City of Mobile as an Additional Insured. Coverage for City of Mobile and their officers, directors and employees as additional insureds shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Insurance Service Office (ISO) Additional Insured endorsement from CG2010 1185 Form B, or CG2010 1001 in conjunction with CG2037 1001, or an equivalent form that provides Additional Insured status for Products and Completed Operations. Forms that are limited to "liability arising out of your ongoing operations" or that do not extend to Products and Completed Operations are not acceptable.

Should a separate excess and/or umbrella liability policy be used to satisfy the above required limits, said policy will also be endorsed to include the contractor, owner et al. as an additional insured. Additionally, Contractor agrees to continue to procure and maintain liability insurance coverage meeting these requirements for the statutory limitation of claims (or statute of repose, if applicable) after the Project completion. The policies shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by City of Mobile shall be excess only and shall not be called upon to contribute with this insurance. A copy of each endorsement shall be attached to the Certificate of Insurance. The Certificate shall indicate the Certificate Holder as: City of Mobile, P.O. Box 1827, Mobile AL 36633

6.7. **Waiver of Subrogation**. Contractor shall waive its right to subrogation on each of the policies herein. If any of the policies do not permit the insured to enter into a pre-loss waiver, or voids coverage because of same, then this Waiver of Subrogation requirement shall not apply and Contractor shall obtain a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. Insurance required by this Agreement shall be as broad as necessary to support the indemnification requirement in said contract or as broad as the indemnitor's insurance coverage, whichever is broader.

7. **TIME FOR RECEIVING BIDS:** Bids must delivered to and received by the City of Mobile Procurement Department, 205 Government St., 4th Floor, South Tower, Mobile, Alabama 36602, **not later than 12:01 pm Friday, November 21, 2025.** Bids received prior to the time of opening will be securely stored, unopened. The City will decide when the specified time has arrived; no Bid will be considered if received thereafter. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Bids prematurely opened because they were improperly addressed or marked will not be considered. Telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

8. **WITHDRAWAL OF BIDS:** Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

9. **BIDDERS PRESENT:** Bids will be opened at approximately **12:01 pm Friday, November 21, 2025** at the City of Mobile Procurement Department, 205 Government Street, 4th Floor, South Tower, Mobile, AL 36602, or such other location as may be indicated nearby that location. Bid contents will be made public for the information of Bidders and others properly interested, who may be present either in person or by representation.

10. **AWARD OR REJECTION OF BIDS:** A Bidder to whom the award is made will be notified at the earliest possible date. The City, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the City. The City also reserves the right to reject the Bidder who has previously failed to perform properly or complete projects on time; to complete Contracts of a similar nature; or a Bidder who is not, in the judgment of the City, in a position to perform the Contract.

11. **ERRORS IN BID:** Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other documents pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk; the Bidder cannot secure relief on the plea of error in the Bid. In case of error in the extenuation of prices, the unit price will govern.

12. **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.

Exhibits: A. Historic Volume of Recycling Product
B. Bid Proposal
C. Sample Contract

EXHIBIT A

Month	Recycling in Tons 2020-2021	Number of Cars per month	# of Pulls per month 2020-2021	Recycling in Tons 2021-2022	Number of Cars per month	# of Pulls per month 2021-2022	Recycling in Tons 2022-2023	Number of Cars per month	# of Pulls per month 2022-2023	Recycling in Tons 2023-2024	Number of Cars per month	# of Pulls per month 2023-2024	Recycling in Tons 2024-2025	Number of Cars per month	# of Pulls per month 2024-2025
Pinehil October	*22.17*	*2967*	*6*	*25.15*	*3556*	*8*	*46.49*	*5298*	*8*	34.11	5365	9	29.63	4364	9
WAC October	20.98	2146	4	18.79	2583	5	41.63	3960	8	30.35	3801	9	21.37	3807	7
D.I.P October	0	0	0	0	0	0	0	0	0	0	0	0	6.31	809	2
Pinehill November	62.63	5981	11	51.32	5192	10	41.8	4699	9	45.46	5031	8	20.54	4683	8
WAC November	46.46	4873	0	30.68	3854	7	33.69	3686	7	32.31	3736	7	12.65	3574	6
D.I.P November	0	0	0	0	0	0	0	0	0	0	0	0	0	893	1
Pinehill December	72.07	7680	14	52.97	6243	10	29.83	5037	9	37.38	5884	12	32.13	4504	7
WAC December	29.28	5709	9	46.1	4533	8	34.77	4121	10	36.89	4296	7	36.69	4271	8
D.I.P December	0	0	0	0	0	0	0	0	0	0	0	0	13.57	871	2
Pinehill January	65.59	6709	12	65.59	5618	11	60.04	5284	10	57.05	6663	9	27.93	3873	7
WAC January	52.06	5148	8	52.06	4015	6	45.92	4026	8	43.96	3850	8	19.82	3344	5
D.I.P January	0	0	0	0	0	0	0	0	0	0	0	0	9.48	815	2
Pinehill February	45.7	5564	12	52.06	4692	11	37.38	4327	8	51.83	3845	9	27.93	3683	7
WAC February	31.6	4454	8	27.61	3320	7	32.08	3305	7	25.89	3809	8	19.82	3448	6
D.I.P February	0	0	0	0	0	0	0	0	0	0	0	0	9.78	774	1
Pinehill March	49.29	4539	8	56.98	5753	11	53.72	5040	9	36.83	4739	8	26.38	3802	7
WAC March	33.31	3656	6	34.74	4087	8	28.58	3728	7	45.52	4049	6	23.27	3574	6
D.I.P March	0	0	0	0	0	0	0	0	0	0	0	0	7.68	854	2
Pinehill April	56.17	5886	0	48	5349	10	67.49	4574	8	34.26	4051	9	28.77	3903	7
WAC April	34.1	4525	8	31.52	3821	8	0	3470	7	26.58	3666	7	23.61	3710	7
D.I.P April	0	0	0	0	0	0	0	0	0	1.82	442	0	8.37	894	1
Pinehill May	61.96	5938	11	48.5	5446	10	51.51	4458	10	29.96	4300	8	25.34	3780	9
WAC May	35.15	4717	8	32.61	4020	8	0	3450	10	23.04	3916	8	21.53	3663	7
D.I.P May	0	0	0	0	0	0	0	0	0	6.08	959	2	9.67	846	2
Pinehill June	59.83	6207	10	49.88	5346	9	25.16	4526	8	25.3	4404	8	25.89	3780	8
WAC June	48.96	4846	9	34.28	3701	7	21.45	3547	8	16.66	3730	8	23.88	3413	5

EXHIBIT A, *cont'd*

D.I.P June	0	0	0	0	0	0	0	0	0	6.51	714	2	2.81	696	1
Pinehill July	22.96	3485	6	28.74	3708	9	43.45	5414	8	25.78	4404	8	7.17	605	0
WAC July	9.11	2708	2	25.79	4071	7	30.51	3770	6	23.52	3787	7	31.88	4732	9
D.I.P July	0	0	0	0	0	0	0	0	0	2.45	817	2	13.86	1550	2
Pinehill August	0	0	0	31.91	4871	9	31.15	5588	7	36.15	4409	9	Closed	0	0
WAC August	0	0	0	26.92	3656	7	31.58	3822	7	22.65	3883	5	30.77	4928	8
D.I.P August	0	0	0	0	0	0	0	0	0	10.75	771	1	12.52	1831	3
Pinehill September	0	0	0	21.71	5167	9	42.79	5230	9	26.62	4093	8	Closed	0	0
WAC September	0	0	0	16.88	3462	7	31.75	3721	7	23.07	3552	7	30.27	4495	9
D.I.P September	0	0	0	0	0	0	0	0	0	6.98	700	2	16.78	1747	3
Pinehill	518.37	54,956	90	532.81	60,941	117	530.81	59,475	103	440.73	57,188	105	251.71	36,977	69
WAC	341.01	42,782	62	377.98	45,123	85	331.96	44,606	92	350.44	46,075	87	295.56	46,959	83
D.I.P	0	0	0	0	0	0	0	0	0	34.59	4403	7	110.84	12,580	22
Year Total	859.38	97,738	152	910.79	106,064	202	862.77	104,081	195	825.76	107,666	199	658.1	96,516	174

EXHIBIT B BID PROPOSAL

(Submit with Bid)

The undersigned, as Bidder, hereby declares that the Bidder has examined the scope of the work and is fully aware of conditions pertaining to the places where the work is to be done. The Bidder also declares that the Bidder has carefully examined the Instructions to Bidders, the General Conditions of the Specifications, as well as the premises and the conditions affecting the work to be performed: **Recycling Equipment Rental, Operation, and Hauling, City of Mobile Bid #6010.**

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama, to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to perform the services set of this project.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to City of Mobile, Purchasing Department, P.O. Box 1827, Mobile, Alabama 36633, or by email to Purchasing@CityofMobile.org. In order to receive consideration, the request must be received not later than **5:00 pm Thursday, November 13, 2025**. Any such interpretation, or any supplemental instructions, if provided, will be publicly posted at www.CityofMobile.org/Bids for all prospective bidders, not later than **5:00 pm Monday, November 17, 2025**.

Bid Amount and Certification

Bins Rental and Haul– all bins to have customer ground-level access doors for product placement

40 Yard Compactor Receiver (Compatible with Wastequip 245IP)
Rent 40 yard roll off compactor receiving bin/month _____

Rent 3 of above bins total/month ..... _____

Haul 40 yard roll off compactor receiving bin-each..... _____

Total to Haul above 20 times/month ..... _____

TOTAL MONTHLY RATE BID AMOUNT (total all monthly rates) ... _____

Optional Service Plan for Wastequip 245IP Stationary Compactor

Monthly/Annual Service plan rate per compactor ..... _____

Frequency of preventive maintenance visits: _____

Preventive maintenance services to be completed inclusive in the plan price (describe below or attach separately):

_____

_____

_____

Hourly Rate for additional repairs (response within 24 hours of notice): _____

Signature of Bidder

_____
Bidder Corporate Name

_____
Signature

_____ _____
Printed Name Title

_____
Address

_____ _____
Email Phone

EXHIBIT C: Sample Contract

STANDARD SERVICES AGREEMENT
BETWEEN CITY OF MOBILE AND CONTRACTOR
FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")

BETWEEN the Owner:	CITY OF MOBILE 205 Government Street P O Box 1827 Mobile, Alabama 36633
And the Contractor:	NAME dba BUSINESS NAME Street Address City, State Zip Code City Business License No.:
For the following Project:	Project: Recycling Container Rental and Transportation Service

STANDARD SERVICES AGREEMENT
BETWEEN CITY OF MOBILE AND CONTRACTOR

THIS AGREEMENT is made and entered into as of the date of execution by both parties, by and between City of Mobile, a political subdivision of the State of Alabama, hereinafter referred to as the "City" and [Contractor Legal Name], hereinafter referred to as "Contractor."

This Agreement, including its Exhibits [List Insurance Requirements, Project Schedule and all 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, the City issued Request for Bids on [insert date]; and,

WHEREAS, the City evaluated the proposals received and found the Contractor qualified to perform the necessary services; and

WHEREAS, the Contractor has reviewed the services required pursuant to the Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms.

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

1.0 CONTRACTOR'S SERVICE

1.1 The Contractor agrees to diligently provide all materials, services and labor for the performance of Recycling Equipment Rental, Operation, & Hauling, 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.

2.0 TERM

2.1 This Contract shall commence immediately upon execution by both the City and the Contractor and shall continue for three years.

3.0 COMPENSATION AND PAYMENT OF CONTRACTORS SERVICE

3.1 The City shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract an amount not to exceed for the entire Project in accordance with Exhibit A.

3.2 Notwithstanding the preceding, Contractor shall perform no work under this Contract until 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.

3.3 The City's performance and obligation to pay under this Contract is contingent upon an appropriation by the City Council or by grant award. In the event funds are not appropriated or approved for any fiscal year, this agreement shall terminate upon notice to Contractor. The City shall promptly notify the Contractor if the necessary appropriation is not made.

4.0 METHOD OF PAYMENT

4.1 The City shall pay the Contractor through payment issued by City upon receipt of the Contractor's invoice and written approval of same by the City indicating that services have been rendered in conformity with this Contract.

4.2 The Contractor shall submit invoices for payment to the City for those specific services provided pursuant to Exhibit A.

4.3 The Contractor's invoices shall be in a form satisfactory to the City, which shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the City.

5.0 ADDITIONAL SERVICES

5.1 No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.

5.2 If the City requires the Contractor to perform additional services related to this Contract then the Contractor 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 Contractor. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

6.0 LIABILITY OF CONTRACTOR

6.1 To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and

representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. The contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

6.2 This section of the Agreement will survive the expiration or termination of the Agreement.

7.0 CONTRACTORS INSURANCE

7.1 Contractor shall procure and maintain insurance as specified in Exhibit B, City of Mobile Insurance Requirements, attached hereto and made a part of this Agreement.

8.0 RESPONSIBILITIES OF THE CONTRACTOR

8.1 The personnel assigned by the Contractor to perform the services of this Contract shall comply with the terms set forth in this Contract. The Contractor 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 Contractor's key personnel must receive the City's written approval before said changes or substitution can become effective.

8.2 The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.

8.3 The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), 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 Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.

8.4 Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor'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 Contractor from consideration for award of future contracts in accordance with Alabama competitive bid law if the Contractor does not abide by the terms of this contract.

8.5 The Contractor 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.

8.6 The Contractor 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 Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.

8.7 The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent, or servant of the 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 Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor'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 Contractor shall be solely responsible for providing benefits and insurance to its employees.

9.0 TIME FOR PERFORMANCE

9.1 Time is of the essence in the performance of this Contract. The Contractor specifically agrees that contract time will begin on the date the Notice to Proceed is issued. Contractor also agrees no work will begin prior to such date.

10.0 LIQUIDATED DAMAGES. Not applicable.

11.0 FORCE MAJEURE

11.1 The Contractor 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 in the City's purchase order or 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.

12.0 OBLIGATIONS OF THE CITY

12.1 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.

12.2 City shall furnish to Contractor all applicable information and technical data in City's possession or control reasonably requested by Contractor for the proper performance of the Services.

12.3 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 Contractor payment requests for approval or rejection. 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Agreement.

12.4 The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

13.0 TERMINATION

13.1 The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

13.2 Any failure of the Contractor 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 Contractor 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.

13.3 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 13.1 above.

13.4 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 Contractor and the Contractor

shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

13.5 In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above. Contractor 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.

13.6 The Contractor 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.

13.7 After consultation with and written Notice to the Contractor 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 Contractor's work not performed in accordance with the requirements of this Contract; 2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor'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 Contractor; 5. The Contractor's failure or refusal to perform any other obligation under this Contract.

14.0 DISPUTE RESOLUTION

14.1 In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Mobile City, Alabama, with the parties sharing equally in the cost of such mediation.

14.2 In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

14.3 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.

14.4 Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement

14.5 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.

14.6 Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Agreement during the pendency of the claim or dispute, including, but not limited to, the actual period of mediation or judicial proceedings.

15.0 CONTRACTOR WARRANTY

15.1 All products provided under this Contract shall be new and of the most suitable grade for the purpose intended.

15.2 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 Contractor 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 Contractor shall refund to the City any money which has been paid for same.

15.3 Contractor warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Contractor's standard product warranty is for a period of time longer than that stated above, this warranty shall be extended to that longer duration.

15.4 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 Contractor as set out in a reasonably detailed written notice to cure any non-conformance within thirty (30) days of occurrence, Contractor agrees to re-perform the services to achieve commercially reasonable conformance with this warranty.

16.0 SUSPENSION/STOP WORK ORDER

16.1 The City may at any time, by written order to the Contractor, require the Contractor 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 Contractor. Upon receipt of such an order, the Contractor 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

Contractor 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 13.1.

16.2 In the event the City of Mobile determines not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section 13.1. 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 Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract.

17.0 NOTICES

17.1 The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is Senior Director, Public Services, or the Director's designated representative.

17.2 Any notices of any nature, whatsoever, including but not limited to notice of termination or default 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
c/o Senior Director, Public Services
As: City's Authorized Agent
P.O Box _____
Mobile AL _____

CONTRACTOR:
[insert]
c/o_____
Contractor's Authorized Agent
[Insert Address]

17.3 Any change in the City's or the Contractor's Authorized Agent will be promptly communicated by the party making the change.

18.0 DEFAULT/ BREACH

18.1 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.

19.0 EFFECT OF DEFAULT

19.1 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 Contractor 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 Contractor written notice of such termination. In the event of termination of this Agreement by the City because of the Contractor's default or breach, the City may take possession of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

20.0 WITHHOLDING PAYMENT DUE

performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

26.0 COMPLIANCE WITH IMMIGRATION LAW

26.1 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.

27.0 MISCELLANEOUS

27.1 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.

27.2 The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

27.3 The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.

27.4 Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.

27.5 The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

27.6 If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

27.7 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.

27.8 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.

27.9 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.

27.10 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.

27.11 Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

27.12 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.

27.13 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.

27.14 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.

27.15 Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

27.16 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.

27.17 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.

27.18 Attorney's Fees and Costs. If the City is required to take legal action to enforce this contract, the contractor agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.

27.19 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.

27.20 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.

[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 last written below.

CONTRACTOR:

[Contractor name]

By:_____
[name[
[title]

STATE OF ALABAMA)
CITY OF MOBILE)

I, the undersigned Notary Public, in and for said City in said State, hereby certify that [name], whose name as [title] of [Contractor]. is signed to the foregoing contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing contract, as such officer and with full authority, execute the same voluntarily for and as the act of said not-for-profit corporation on the day the same bears date.

Given under my hand this the _____ day of _____, 20__.

(SEAL)

_____
Notary Public
My Commission Expires:

CITY OF MOBILE, A Municipal Corporation

By:_____ Date_____
William S. Stimpson, Mayor

ATTEST:

_____
City Clerk

EXHIBIT A Bid Specification
EXHIBIT B Certificate of Insurance

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)

ADDENDUM

November 17, 2025

RE: CITY OF MOBILE BID #6010 FOR RECYCLING EQUIPMENT RENTAL AND HAULING FOR CITY OF MOBILE RECYCLING CENTERS

Please consider this to be Addendum to City of Mobile Bid #6010 for Recycling Equipment Rental and Hauling For City of Mobile Recycling Centers.

Attached are questions that were submitted regarding City of Mobile Bid #6010 for Recycling Equipment Rental and Hauling for City of Mobile Recycling Centers and the answers to those questions.

Thank you for your consideration in this matter.

John Paine
Purchasing Agent
City of Mobile

JP/lw

QUESTIONS TO CITY OF MOBILE BID #6010 FOR RECYLCING EQUIPMENT RENTAL AND HAULING FOR CITY OF MOBILE RECYCLING CENTERS:

1. Will the City of Mobile consider an option based on using a recycling facility other than Baldwin County Recovery Facility? *NO*

2. Can we quote different haul rates for each of the recycling drop-off locations? *I WOULD SAY NO. IF WE GET DIFFERENT RATES FOR EACH SITE, WE COULD CONCEIVABLY HAVE THREE COMPANIES TO CONTEND WITH WHICH COULD COMPLICATE THINGS.*

3. Is the same-day service with notification before 10 a.m. a mandatory requirement? *YES*

4. Is the next day service before 7 a.m. with notification after 10 a.m. a mandatory requirement? *YES*

5. Is Saturday & Sunday service a mandatory requirement? *YES*

6. Can you provide any historical data on the number of hauls that have been diverted to a landfill due to the load being rejected for contamination or the facility being unavailable? *NOT RECENTLY. IT HAS HAPPENED ONCE IN THE LAST FOUR YEARS BECAUSE THE HAULER WAS UNABLE TO GET THE LOAD TO LOUISIANA. THAT WAS ABOUT A YEAR AND A HALF AGO.*

7. On Exhibit B: Total to Haul above 20 times/month. This should be the haul rate multiplied by 20, correct? *THAT IS CORRECT.*

8. What is the City of Mobile currently paying for the services requested in the bid? *SEE ATTACHED DATA.*

Bid 5731 Garbage Compactor Rental and Service
Bid Tabulation

	Waste Management	WM Extended rate	BCC Waste Solutions LLC	BCC Extended rate	Republic Services	Republic Extended Rate
Monthly Rental Rate (Extended rate is 2 containers X 36 months)	$825.00	$59,400.00	$925.00	$66,600.00	$711.53	$51,230.16
Haul Rate to Hamilton Blvd (Extended rate is 200 hauls)	$640.00	$128,000.00	$400.00	$80,000.00	$269.89	$53,978.00
Service Hourly Rate (as needed) (Extended rate is 15 hours)	$100.00	$1,500.00	$125.00	$1,875.00	$110.00	$1,650.00
Total Extended Rates		**$188,900.00**		**$148,475.00**		**$106,858.16**

EXHIBIT B

CONTRACTOR’S RESPONSIVE BID

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

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

BID SHEET

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	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
10/31/2025	6010	PUBLIC SERVICE	TO BE SPECIFIED

This bid must be received and stamped by the Purchasing office not later than: 12:01 P.M. FRIDAY, NOVEMBER 21, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
	RECYCLING EQUIPMENT RENTAL AND HAULING FOR CITY OF MOBILE RECYCLING CENTERS AS PER THE FOLLOWING AND ATTACHED.					
	Vendor to return complete package with your response, including these sheets.					
	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.					
	Page 1 of 2					
			TOTAL		9,950	00

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number 251-295-2053

Email Address justin.clements@ecosouthservices.net

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

State delivery time within 14 days of receipt of P.O.

Firm Name Ecosouth Services of Mobile, LLC

Signature

Type or Print Name Justin Clements

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION 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.					
		If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org.					
		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.					
				TOTAL		9,950	00

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Ecosouth Services of Mobile, LLC

By _____

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

EXHIBIT B BID PROPOSAL

(Submit with Bid)

The undersigned, as Bidder, hereby declares that the Bidder has examined the scope of the work and is fully aware of conditions pertaining to the places where the work is to be done. The Bidder also declares that the Bidder has carefully examined the Instructions to Bidders, the General Conditions of the Specifications, as well as the premises and the conditions affecting the work to be performed: **Recycling Equipment Rental, Operation, and Hauling, City of Mobile Bid #6010.**

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama, to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to perform the services set of this project.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to City of Mobile, Purchasing Department, P.O. Box 1827, Mobile, Alabama 36633, or by email to Purchasing@CityofMobile.org. In order to receive consideration, the request must be received not later than **5:00 pm Thursday, November 13, 2025.** Any such interpretation, or any supplemental instructions, if provided, will be publicly posted at www.CityofMobile.org/Bids for all prospective bidders, not later than **5:00 pm Monday, November 17, 2025.**

Bid Amount and Certification

Bins Rental and Haul– all bins to have customer ground-level access doors for product placement

40 Yard Compactor Receiver (Compatible with Wastequip 245IP)
Rent 40 yard roll off compactor receiving bin/month $150.00

Rent 3 of above bins total/month $450.00

Haul 40 yard roll off compactor receiving bin-each..... $475.00

Total to Haul above 20 times/month $9,500.00

TOTAL MONTHLY RATE BID AMOUNT (total all monthly rates) ... $9,950.00

City of Mobile
Recycling Equipment Rental, Operation, & Hauling
BID #6010

Optional Service Plan for Wastequip 245IP Stationary Compactor

Monthly/Annual Service plan rate per compactor $450.00

Frequency of preventive maintenance visits: Annual

Preventive maintenance services to be completed inclusive in the plan price (describe below or attach separately):

Removing covers, inspection of hoses, electical lines, hydraulic cylinder and external components, exterior metal and framework, pressure setting, remove debris.

Hourly Rate for additional repairs (response within 24 hours of notice): $90.00

Signature of Bidder

Ecosouth Services of Mobile, LLC
Bidder Corporate Name

Signature

Justin Clements
Printed Name

VP of Sales
Title

2010 W. I-65 Service Road Mobile, AL 36693
Address

justin.clements@ecosouthservices.net
Email

251-295-2053
Phone

EXHIBIT C

CITY INSURANCE REQUIREMENTS AND CONTRACTOR'S EVIDENCE OF INSURANCE

EXHIBIT C: City Insurance Requirements and Contract Evidence of Insurance

INSURANCE STANDARD SERVICE CONTRACT

1. GENERAL PROVISION
For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance, which such insurance shall be endorsed to name the City of Mobile as an additional insured, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

On or before the inception of this Agreement, and annually thereafter for the duration of this Agreement (or longer if stated otherwise), Contractor and/or any subcontractors shall maintain the following insurance policies on a primary and non-contributing basis.

2. WORKER'S COMPENSATION/EMPLOYER'S LIABILITY:
Regardless of any "minimum requirements" of the State of Alabama, Contractor shall obtain Workers' Compensation insurance covering all workers involved in the Project. Where applicable, U.S. Longshore and Harbor Workers Compensation Act Endorsement and/or Maritime Coverage Endorsement shall be attached to the policy.

3. COMMERCIAL GENERAL LIABILITY:
Contractor shall also obtain Commercial General Liability insurance coverage including premises, products and complete operations coverage with the following minimums:

- $1,000,000 each occurrence (combined single limit for bodily injury and property damage)
- $1,000,000 Products/Completed Operations aggregate
- $1,00,000 Bodily Injury per person/organization
- $2,000,000 general aggregate per project

4. AUTOMOBILE LIABILITY:
Contractor shall also obtain a minimum of $1,000,000 combined single limit coverage per accident, including owned, hired and non-owned automobiles. (If Contractor does not own an automobile, but one is used in the execution of the contract, then only "hired and non-owned coverage" is required. If a vehicle is not used in the execution of the contract, then automobile coverage is not required.)

5. PROFESSIONAL LIABILITY INSURANCE:
Contractor shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional incurred. Coverage shall be at a minimum, $1,000,000.00 per event.

6. COMMERCIAL UMBRELLA LIABILITY:
Contractor shall also obtain Umbrella Liability over and above the limits of liability required in the Employers Liability, General Liability, Automobile Liability, and Professional Error and Omissions (if required) policies. The Umbrella coverage form will be at least as broad as the underlying policies. The Additional Insureds requirements of underlying policies shall also be met by the Umbrella. The Umbrella limits shall be sufficient so that the sum of the underlying and Umbrella limits shall be at least $2,000,000 per line of coverage.

7. CERTIFICATES OF INSURANCE
Contractor and/or any Subcontractor shall provide City of Mobile with valid certificates of insurance within two (2) days from the date of issuance of contract forms for execution verifying said insurance requirements have been met. Attached to each certificate of insurance, shall be a copy of the Additional Insured Endorsement that is part of the Contractor/Subcontractor's Commercial General Liability Policy. Policies must be issued by companies with an A.M. Best rating of A-VII or better. All deductibles or Self-Insured Retentions for each policy shall not exceed $10,000 unless otherwise indicated by City of Mobile. The Description section of the Certificate shall contain reference to the Project name. The Contractor shall ensure that each Subcontractor complies with the terms of this Section.

8. ADDITIONAL INSUREDS
These liability policies shall endorse City of Mobile as an Additional Insured. Coverage for City of Mobile and their officers, directors and employees as additional insureds shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Insurance Service Office (ISO) Additional Insured endorsement from CG2010 1185 Form B, or CG2010 1001 in conjunction with CG2037 1001, or an equivalent form that provides Additional Insured status for Products and Completed Operations. Forms that are limited to "liability arising out of your ongoing operations" or that do not extend to Products and Completed Operations are not acceptable. Should a separate excess and/or umbrella liability policy be used to satisfy the above required limits, said policy will also be endorsed to include the contractor, owner et al. as an additional insured. Additionally, Contractor agrees to continue to procure and maintain liability insurance coverage meeting these requirements for the statutory limitation of claims (or statute of repose, if applicable) after the Project completion.

The policies shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by City of Mobile shall be excess only and shall not be called upon to contribute with this insurance. A copy of each endorsement shall be attached to the Certificate of Insurance. The Certificate shall indicate the Certificate Holder as:

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

9. CANCELLATION
Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be modified, canceled, changed, allowed to lapse, or expire for any reason without at least thirty (30) days written notice to City of Mobile. Not less than two (2) weeks prior to the expiration, cancellation, or termination of any such policy, the Contractor/Subcontractor shall supply City of Mobile with a new and replacement certificate of insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of City of Mobile and City of Mobile's parties as set forth above.

10. WAIVER OF SUBROGATION
Contractor shall waive its right to subrogation on each of the policies herein. If any of the policies do not permit the insured to enter into a pre-loss waiver, or voids coverage because of same, then this Waiver of

Subrogation requirement shall not apply and Contractor shall obtain a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Insurance required by this Agreement shall be as broad as necessary to support the indemnification requirement in said contract or as broad as the indemnitor's insurance coverage, whichever is broader.

11. INSURANCE REQUIREMENTS FOR SUB-SUBCONTRACTORS

Contractor shall ensure that its subcontractors of any tier shall procure and maintain insurance that complies with the requirements set forth in this Exhibit, including the additional insured, primary and non-contributory and waiver of subrogation requirements. Copies of the certificate(s) must be provided prior to the sub-subcontractors entering the site.

FOLLOWING PAGES CONTAIN EVIDENCE OF CONTRACTOR INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/15/2025

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:	Twanda Scott	
Ironwood, a Marsh & McLennan Agency, LLC Co		PHONE (A/C, No, Ext):	(404) 503-9100	FAX (A/C, No): (404) 503-9101
4401 Northside Parkway NW		E-MAIL ADDRESS:	Twanda.Scott@MarshMMA.com	
Suite 800		INSURER(S) AFFORDING COVERAGE		NAIC #
Atlanta	GA 30327	INSURER A :	Greenwich Insurance Company	22322
INSURED		INSURER B :	XL Speciality Insurance Company	37885
EcoSouth Services of Mobile, LLC		INSURER C :	National Casualty Company	11991
2010 W I-65 Service Rd. South Ste. C		INSURER D :	Indian Harbor Insurance Company	36940
		INSURER E :	Lexington Insurance Company	19437
Mobile	AL 36693	INSURER F :	Navigators Specialty Insurance Company	36056

COVERAGES **CERTIFICATE NUMBER:** CL2592966387 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] EBL $1M/$2M w/ $1K ded. GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	GEC3002952	10/01/2025	10/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Deductible	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 5,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [X] Medical $5k	Y	Y	AEC0070234 / AEC0070235	10/01/2025	10/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Deductible	$ 1,000,000 $ $ $ $ 5,000
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			UEC0070233	10/01/2025	10/01/2026	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCC348093A	10/21/2025	10/21/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Contractors Pollution Liability			PEC0070316	10/01/2025	10/01/2026	EACH OCCURRENCE AGGREGATE Deductible	$5,000,000 $10,000,000 $25,000

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

City of Mobile is additional insured on the General Liability and Automobile Liability policies with respect to the liability resulting from the operations of the Named Insured as required by written contract. General Liability and Automobile Liability coverage provided is primary and non-contributory with respect to any similar insurance held by the additional insured as required by written contract. Waiver of Subrogation is in place in favor of City of Mobile for General Liability and Automobile Liability as required by written contract. 30 day Notice of Cancellation, except 10 days for non-payment, applies to certificate holder under General Liability and Auto Liability per policy provisions.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Ironwood, a Marsh & McLennan Agency, LLC Co	EcoSouth Services of Mobile, LLC
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Additional Name Insureds:
EcoSouth Holdings, Inc.
EcoSouth Intermediate, LLC
EcoSouth Services of Mobile, LLC
EcoSouth Services, LLC
Turkey Trot Landfill, LLC
Mobile Transfer Station, LLC

Additional Policies:
Contractor's Equipment and Automobile Physical Damage
Policy Number: 029177284
Insurer E - Lexington Insurance Company - NAIC 19437
Policy Term: 12/31/2024 – 12/31/2025
Contractor's Equipment Limit(s):
Per Occurence: $1,000,000
[Refer to Schedule for Per Item Limit]
Unscheduled Equipment, any one item: $10,000
Uncheduled Equipment, per occurence: $10,000
Leased, Rented or Borrowed: $25,000 per item; $25,000 per occurence
Employee Tools: $1,000
Contractor's Equipment Deductible(s):
$ 1,000 per Unit as respects units valued less than
or equal to $25,000, except;
$ 2,500 per Unit as respects units valued greater
than to $25,000, and less than $250,000 except;
$ 10,000 per Unit as respects units valued greater
than or equal to $250,000.
Auto Physical Damage Limit(s):
Any One Occurrence: $1,000,000
Maximum Any One Vehicle: $500,000
Auto Comprehensive Deductible: Per Occurrence $50,000
Auto Collision Deductible: Per Occurrence $50,000

Excess Liability (AL/EL) - Lead $2M
Policy Number: GA25EXCZ0MN55IC
Insurer F - Navigators Specialty Insurance Company - NAIC 36056
Policy Term: 10/01/2025 - 10/01/2026
Limit(s):
Each Occurrence: $2,000,000
Aggregate Limit: $2,000,000

Excess Liability (AL/EL) - Lead $3M
Policy Number: TSX00041925
Insurer: SiriusPoint Specialty Insurance Company - NAIC 16820
Policy Term: 10/01/2025 - 10/01/2026
Limit(s):
Each Occurrence: $3,000,000
Aggregate Limit: $3,000,000

Excess Liability (AL/EL) - $2.5M of $5M x $5M XS
Policy Number: LHA608981
Insurer: Landmark American Insurance Company - NAIC 33128
Policy Term: 10/01/2025 - 10/01/2026
Limit(s):
Each Occurrence: $2,500,000
Aggregate Limit: $2,500,000

Excess Liability (AL/EL) - $2.5M of $5M x $5M XS
Policy Number: BTM2513363
Insurer: United Specialty Insurance Company - NAIC 12537
Policy Term: 10/01/2025 - 10/01/2026
Limit(s):
Each Occurrence: $2,500,000

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Ironwood, a Marsh & McLennan Agency, LLC Co	EcoSouth Services of Mobile, LLC
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Site Pollution Liability
Policy Number: W3424B220101
Insurer: Beazley - NAIC 37540
Policy Term: 12/31/2022 - 12/31/2025
Limit(s):
Each Condition: $5,000,000
Aggregate Limit: $5,000,000
Deductible: $50,000

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss (as permissable by law)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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FORMS SCHEDULE

POLICY NUMBER: GEC3002952

POLICY PERIOD: 10-01-2025 to 10-01-2026

NAMED INSURED: Live Oak Environmental Holdings, Inc.

Name	Description
CGP0241223	ADVISORY NOTICE TO POLICYHOLDERS
PNCW010123	FRAUD NOTICE
PNCW020119	PRIVACY POLICY
PNCW050525	U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") - NOTICE TO POLICYHOLDERS
XAI0000120	COMMERCIAL LINES POLICY - COMMON POLICY DECLARATIONS
XAI3001006	FORMS SCHEDULE
IXI3000712	SCHEDULE OF TAXES, SURCHARGES OR FEES
GLMP70001104	COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS
ILMP91040124GIC	IN WITNESS - GREENWICH INSURANCE COMPANY
CG00010413	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG00691223	EXCLUSION – VIOLATION OF LAW ADDRESSING DATA PRIVACY
CG02241093	EARLIER NOTICE OF CANCELLATION PROVIDED BY US (FOR USE WITH CGL, LIQUOR, POLLUTION AND PRODUCTS POLICIES)
CG03000196	DEDUCTIBLE LIABILITY INSURANCE (FOR USE WITH CGL AND PRODUCTS POLICIES)
CG04351207	EMPLOYEE BENEFITS LIABILITY COVERAGE
CG20101219	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION
CG20281219	ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT
CG20371219	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS
CG21061223	EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL MATERIAL OR INFORMATION
CG21320509	COMMUNICABLE DISEASE EXCLUSION
CG21471207	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG21490999	TOTAL POLLUTION EXCLUSION ENDORSEMENT

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CG21671204	FUNGI OR BACTERIA EXCLUSION
CG21730115	EXCLUSION OF CERTIFIED ACTS OF TERRORISM
CG21851223	EXCLUSION – ELECTRONIC DATA – DELETION OF BODILY INJURY EXCEPTION
CG21960305	SILICA OR SILICA-RELATED DUST EXCLUSION
CG22330413	EXCLUSION - TESTING OR CONSULTING ERRORS AND OMISSIONS
CG22340413	EXCLUSION - CONSTRUCTION MANAGEMENT ERRORS AND OMISSIONS
CG22430413	EXCLUSION - ENGINEERS, ARCHITECTS OR SURVEYORS PROFESSIONAL LIABILITY
CG22661185	MISDELIVERY OF LIQUID PRODUCTS COVERAGE
CG22790413	EXCLUSION - CONTRACTORS - PROFESSIONAL LIABILITY
CG24041219	WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
CG24260413	AMENDMENT OF INSURED CONTRACT DEFINITION
CG25030509	DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT
CG40280922	BROAD ABUSE OR MOLESTATION EXCLUSION
CG40351223	EXCLUSION – CYBER INCIDENT
IXI4050910	CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT
XIL4010605	ASBESTOS EXCLUSION
XIL4020605	RADIOACTIVE MATTER EXCLUSION
XIL4030605	BROAD FORM SECURITIES EXCLUSION
XIL4040605	NAMED INSURED ENDORSEMENT
XIL4140605	KNOWLEDGE OF OCCURRENCE
XIL4150605	NOTICE OF OCCURRENCE ENDORSEMENT
XIL4240605	PRIMARY INSURANCE CLAUSE ENDORSEMENT
XIL4270605	UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS
XIL4280605	LEAD EXCLUSION
XIL6190823	PFAS / PFOA / PFOS EXCLUSION
XIL6260623	ELECTROMAGNETIC RADIATION EXCLUSION ENDORSEMENT
IL00171198	COMMON POLICY CONDITIONS
IL00210908	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
CG01181204	LOUISIANA CHANGES - LEGAL ACTION AGAINST US
CG01250303	LOUISIANA CHANGES - INSURING AGREEMENT
CG26841204	LOUISIANA CHANGES - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US CONDITION
CG32100405	LOUISIANA CHANGES - FUNGI OR BACTERIA EXCLUSION

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IL02771020	LOUISIANA CHANGES - CANCELLATION AND NONRENEWAL
XIL7020605	LOUISIANA RADIOACTIVE MATTER EXCLUSION

Information Notices

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):
Each "project" for which you have agreed, in a written contract which is in effect during this policy period, to provide a separate general aggregate limit; provided that, the contract is signed and executed prior to any loss for which coverage is sought.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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ENDORSEMENT #

This endorsement, effective 12:01 a.m., 10-01-2025, forms a part of

Policy No. GEC3002952 issued to Live Oak Environmental Holdings, Inc.

by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

It is agreed that to the extent that insurance is afforded to any Additional Insured under this policy, this insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract.

All other terms and conditions of this policy remain unchanged.

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ENDORSEMENT #

This endorsement, effective 12:01 a.m., 10-01-2025 forms a part of

Policy No. GEC3002952 issued to Live Oak Environmental Holdings, Inc.

by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
Any person(s) or entity(ies) requiring by written contract that the named insured provide advanced written notice of cancellation. The person or entity must be listed on a spreadsheet from the broker that includes the person's or entity's name and valid mailing address. This spreadsheet must be received by the company within five days of the company's request to the broker. Otherwise, the company will bear no responsibility for advanced written notice of cancellation.		30

All other terms and conditions of the Policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.	All Locations as required per written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.	All Locations as required per written contract.,
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: LIVE OAK ENVIRONMENTAL HOLDINGS, INC.
Endorsement Effective Date: October 1, 2025

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS (EXCEPT WHERE NOT PERMITTED BY LAW).
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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ENDORSEMENT #006

This endorsement, effective 12:01 a.m., October 1, 2025, forms a part of

Policy No. AEC0070234 issued to LIVE OAK ENVIRONMENTAL HOLDINGS, INC.

by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
ANY PERSON(S) OR ENTITY(IES) REQUIRING BY WRITTEN CONTRACT THAT THE NAMED INSURED PROVIDE ADVANCED WRITTEN NOTICE OF CANCELLATION. THE PERSON OR ENTITY MUST BE LISTED ON A SPREADSHEET FROM THE BROKER THAT INCLUDES THE PERSON'S OR ENTITY'S NAME AND VALID MAILING ADDRESS. THIS SPREADSHEET MUST BE RECEIVED BY THE COMPANY WITHIN FIVE DAYS OF THE COMPANY'S REQUEST TO THE BROKER. OTHERWISE, THE COMPANY WILL BEAR NO RESPONSIBILITY FOR ADVANCED WRITTEN NOTICE OF CANCELLATION.		30

All other terms and conditions of the Policy remain unchanged.

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ENDORSEMENT #005

This endorsement, effective 12:01 a.m., October 1, 2025, forms a part of

Policy No. AEC0070234 issued to LIVE OAK ENVIRONMENTAL HOLDINGS, INC.

by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

A. **COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured,** is amended to include as an “insured” any person or organization you are required in a written contract to name as an additional insured, but only for “bodily injury” or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:

1. You, while using a covered “auto”; or

2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered “auto” with your permission;

Provided that:

a. The written contract is in effect during the policy period of this policy;

b. The written contract was signed by you and executed prior to the “accident” causing “bodily injury” or “property damage” for which liability coverage is sought; and

c. Such person or organization is an “insured” solely to the extent required by the contract, but in no event if such person or organization is solely negligent.

B. The Limits of Insurance provided for the Additional Insured shall not be greater than those required by contract and, in no event shall the Limits of Insurance set forth in this policy be increased by the contract.

C. **General Conditions, Other Insurance** is amended as follows:

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is primary, excess, contingent or on any other basis unless the contract specifically requires that this policy be primary.

All terms, conditions, exclusions and limitations of this policy shall apply to the liability coverage provided to any additional insured, and in no event shall such coverage be enlarged or expanded by reason of the contract.

All other terms and conditions of this policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured: LIVE OAK ENVIRONMENTAL HOLDINGS, INC.
Endorsement Effective Date: October 1, 2025

SCHEDULE

Insurance Company:	**XL Specialty Insurance Company**
Policy Number: AEC0070234	**Effective Date:** October 1, 2025
Expiration Date: October 1, 2026	
Named Insured: LIVE OAK ENVIRONMENTAL HOLDINGS, INC.	
Address: 2010 WEST I-65 SERVICE RD. SOUTH SUITE C MOBILE, AL 36693	
Additional Insured (Lessor): See Endorsement #004	
Address:	
Designation Or Description Of "Leased Autos": See Endorsement #004	

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Coverages	Limit Of Insurance Or Deductible
Covered Autos Liability	**$ Each "Accident"**
Comprehensive	**$ Deductible For Each Covered "Leased Auto"**
Collision	**$ Deductible For Each Covered "Leased Auto"**
Specified Causes Of Loss	**$ Deductible For Each Covered "Leased Auto"**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. For a "leased auto" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
   a. You;
   b. Any of your "employees" or agents; or
   c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the Policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the Policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

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This contract is registered and delivered as a surplus line coverage under the Alabama Surplus Line Insurance Law. Surplus Lines Broker: Daniel Beck, AL License #:0408480

XL Insurance

Regulatory Office
Dept: Regulatory
505 Eagleview Blvd. Suite 100
Exton, PA 19341-1120
Telephone: 800-688-1840

Issuing Company and Address
XL Specialty Insurance Company
505 Eagleview Blvd. Suite 100
Dept: Regulatory
Exton, PA 19341-0636

Commercial Excess Follow Form and Umbrella Liability Policy Declarations

Policy Number: UEC0070233 **Renewal of Number:** New Policy

ITEM 1. **NAMED INSURED:** LIVE OAK ENVIRONMENTAL HOLDINGS, INC.
ADDRESS: 2010 WEST I-65 SERVICE RD. SOUTH SUITE C
CITY, STATE, ZIP: MOBILE, AL 36693

ITEM 2. **POLICY PERIOD:**

Inception: October 1, 2025 Expiration: October 1, 2026
(12:01 A.M. Standard Time at the address of the Named Insured stated above)

ITEM 3. **LIMITS OF INSURANCE:**
The Limits of Insurance, subject to the terms of this policy, are:

$	5,000,000	Each Occurrence
$	5,000,000	General Aggregate (In accordance with Section IV. Limits of Insurance)
$	5,000,000	Products-Completed Operations Aggregate (In accordance with Section IV. Limits of Insurance)
$	50,000	Disaster Response Limit (In accordance with Section IV. Limits of Insurance)

ITEM 4. **SELF-INSURED RETENTION:** $ 10,000

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ITEM 5. **UNDERLYING INSURANCE:** See attached Schedule of Underlying Insurance.

ITEM 6. **POLICY PREMIUM:**

$	51,666	Policy Premium
$	Excluded	Premium for Certified Acts of Terrorism
$	51,666	Total Policy Premium
$	51,666	**Total Amount Due**
$	Not Applicable	**Minimum Premium Due**

ITEM 7. **FORMS ATTACHED TO THE POLICY AT ISSUANCE:** See attached Schedule of Forms and Endorsements.

ITEM 8. **DISASTER RESPONSE EVENT PHONE NUMBER:** 800-823-7351 (to be called in the event of a disaster as per Section I. Insuring Agreements, Item C.)

ITEM 9. **PRODUCER NAME:** Synapse Services, LLC
ADDRESS: 1197 Canton Street
CITY, STATE, ZIP: Roswell, GA 30075

Date Issued: 10/09/2025



Authorized Representative

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COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY POLICY

VARIOUS PROVISIONS IN THIS POLICY RESTRICT COVERAGE. READ THE ENTIRE POLICY CAREFULLY TO DETERMINE YOUR RIGHTS, DUTIES AND WHAT IS AND WHAT IS NOT COVERED.

THIS POLICY IS INCOMPLETE UNLESS THE DECLARATIONS AND ALL APPLICABLE FORMS AND ENDORSEMENTS ARE ATTACHED.

THROUGHOUT THIS POLICY THE WORDS "YOU" AND "YOUR" REFER TO THE **NAMED INSURED** SHOWN IN DECLARATIONS ITEM 1 AND ANY OTHER PERSON OR ORGANIZATION QUALIFYING AS A **NAMED INSURED** UNDER THIS POLICY. THE WORDS "WE", "US", AND "OUR" REFER TO THE COMPANY PROVIDING THIS INSURANCE.

WORDS AND PHRASES THAT APPEAR IN **BOLD** HAVE SPECIAL MEANING AND ARE DEFINED IN SECTION VI - DEFINITIONS.

I. INSURING AGREEMENTS

In consideration of the payment of premium, and subject to the terms, definitions, conditions and limitations of this policy, including any endorsements or amendments thereto, we agree with the **named insured** as follows:

(A) **Insuring Agreement A - Excess Follow Form Liability**

(1) We will pay on behalf of the **insured**, subject to Section IV. Limits of Insurance, those amounts the **insured** becomes legally obligated to pay as damages in excess of the **scheduled underlying insurance** as a result of a **claim** covered by the **scheduled underlying insurance**, but only if the **scheduled underlying insurance** has been exhausted by the actual payment of **loss** to which this policy applies.

(2) Coverage under this Insuring Agreement A shall follow the terms, definitions, conditions and limitations of the **scheduled underlying insurance**, subject to the **policy period**, Limits of Insurance, premium, and any contrary provisions contained in this policy.

However, this Insuring Agreement A will not apply to any **disaster response expense** as described in Insuring Agreement C, even if such insurance is covered by the **scheduled underlying insurance** or would have been but for the exhaustion of the **scheduled underlying insurance**.

(3) If we are prevented by law or statute from making payment on the **insured's** behalf under Insuring Agreement A, we will indemnify the **insured** for those sums otherwise payable hereunder.

(B) **Insuring Agreement B - Umbrella Liability Over Self-insured Retention**

(1) We will pay on behalf of the **insured**, subject to Section IV. Limits of Insurance, those amounts not covered by the **scheduled underlying insurance** that the **insured** becomes legally obligated to pay as damages in excess of the **self-insured retention** because of **bodily injury**, **property damage** (including liability assumed by the **insured** under an **insured contract**) or **personal and advertising injury** taking place anywhere in the world and caused by an **occurrence** during the **policy period**.

(2) The coverage provided by Insuring Agreement B will not apply to damages that would have been covered by the **scheduled underlying insurance** but for its exhaustion by the payment of **loss.**

(3) The coverage provided by Insuring Agreement B will not apply to any damages covered by Insuring Agreement A, or arising out of subjects of insurance or exposures to **loss** for which this policy requires the **scheduled underlying insurance** to be maintained.

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ENDORSEMENT #003

This endorsement, effective 12:01 a.m., October 1, 2025, forms a part of

Policy No. UEC0070233 issued to LIVE OAK ENVIRONMENTAL HOLDINGS, INC.

by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF UNDERLYING INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY POLICY

Declarations Item 5. is completed to read as follows:

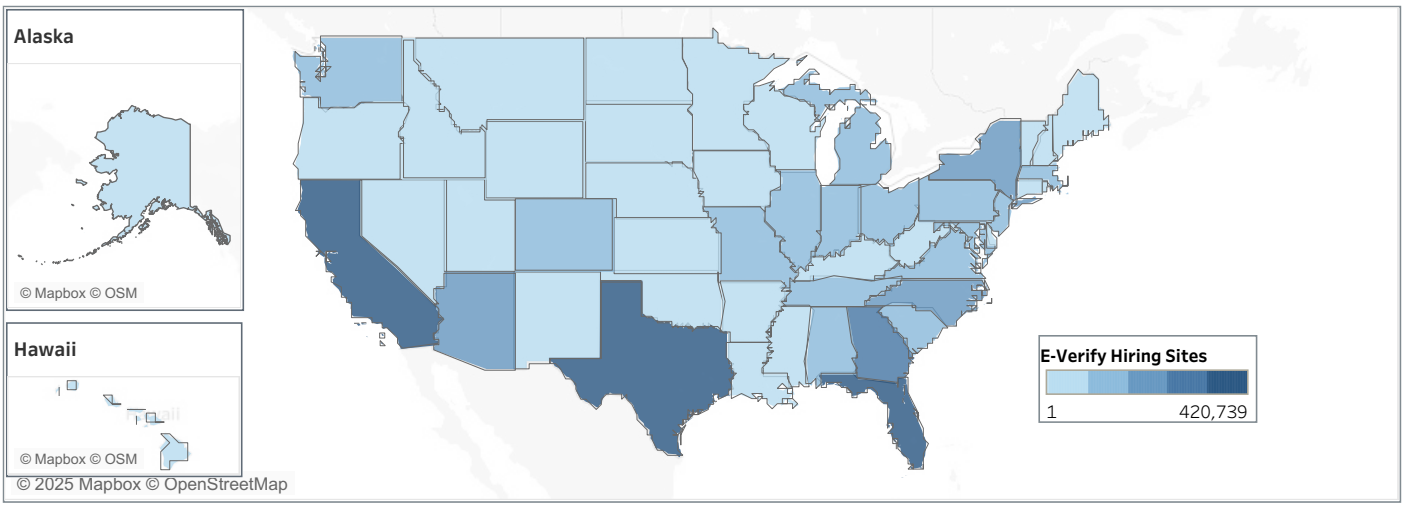
Coverage:	Commercial General Liability	
Insurer	Greenwich Insurance Company	
Policy Number:	GEC3002952	
Policy Period:	October 1, 2025 to October 1, 2026	
	$ 1,000,000	Each Occurrence
	$ 2,000,000	General Aggregate
	$ 2,000,000	Products/Completed Operations Aggregate

All other terms and conditions remain the same.

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EXHIBIT D

CONTRACTOR’S EVIDENCE E-VERIFY ENROLLMENT



Map based on search tool's full data set. Data refreshes every day at midnight. Color shows Total Hiring Sites by State. Map will act as a filter to the table.

Search Filters

[Table Only filter - Table data shows records by **Last Updated Date** in descending order and default filtered to show employers enrolled **this year**]

Business Name [Input Employer's legal name or DBA name]
Contains "ecosouth"

Industry Type
All

Account Status
- [x] Open
- [x] Terminated

Opted into E-Verify+
- [x] No
- [x] Yes

State/Territory
All

Date Enrolled [Select last 30 years for all data]
01/01/2025 to 12/31/2025

Total Records Filtered: 1

E-Verify Participating Employer List

Last Updated Date	Employer	Doing Business As	Account Status	Opted into E-Verify+	Date Enrolled	Date Terminated	Workforce Size	Hiring Site Locations	
12/8/2025	Ecosouth Services of Mobile LLC		Open	No	12/8/2025		100 to 499	AL,MS	6

Alabama Secretary of State

ECOSOUTH SERVICES OF MOBILE, LLC

Entity ID Number	000-446-398
Entity Type	Domestic Limited Liability Company
Principal Address	2010 West I-65 Service Road South, Suite C Mobile, AL 36693
Principal Mailing Address	2010 West I-65 Service Road South, Suite C Mobile, AL 36693
Status	Exists
Place of Formation	Mobile County
Formation Date	04/27/2010
Registered Agent Name	COGENCY GLOBAL INC.
Registered Office Street Address	2 NORTH JACKSON STREET, SUITE 605 MONTGOMERY, AL 36104
Registered Office Mailing Address	2 NORTH JACKSON STREET, SUITE 605 MONTGOMERY, AL 36104
Nature of Business	REAL/PERSONAL PROPERTY
Members	
Member Name	ECOSOUTH INTERMEDIATE LLC
Member Street Address	2010 West I-65 Service Road South, Suite C Mobile, AL 36693
Member Mailing Address	2010 West I-65 Service Road South, Suite C Mobile, AL 36693
Organizers	
Organizer Name	JOE BURKEL
Organizer Street Address	2010 West I-65 Service Road South, Suite C Mobile, AL 36693
Organizer Mailing Address	2010 West I-65 Service Road South, Suite C Mobile, AL 36693
Annual Reports	

ECOSOUTH SERVICES OF MOBILE, LLC

Report Year	2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023
Transactions	
Transaction Date	11/19/2013
Director/Manager/Organizer Activity	BLUEWATER HOLDINGS LLC
Transaction Date	11/19/2013
Director/Manager/Organizer Activity	SILVER, IRVING
Transaction Date	11/19/2013
Incorporator/Member/Partner Activity	BLUEWATER HOLDINGS LLC
Transaction Date	11/19/2013
Incorporator/Member/Partner Activity	SILASIAN HOLDINGS LLC
Transaction Date	11/19/2013
Legal Name Changed From	Axis Environmental, L.L.C.
Transaction Date	11/19/2013
Principal Office Changed From	MOBILE, AL
Transaction Date	09/11/2014
Agent Mailing Address Changed From	MCDONALD, MATTHEW C 254 STATE ST MOBILE, AL 36603
Transaction Date	09/11/2014
Registered Agent Changed From	MCDONALD, MATTHEW C 254 STATE ST MOBILE, AL 36603
Transaction Date	08/14/2020
Director/Manager/Organizer Activity	BLUEWATER HOLDINGS LLC
Transaction Date	08/14/2020
Incorporator/Member/Partner Activity	ECOSOUTH INTERMEDIATE LLC A DELAWARE
Transaction Date	08/14/2020
Incorporator/Member/Partner Activity	SILASIAN HOLDINGS LLC
Transaction Date	08/14/2020
Incorporator/Member/Partner Activity	BLUEWATER HOLDINGS LLC

ECOSOUTH SERVICES OF MOBILE, LLC

Transaction Date	04/15/2022
Agent Mailing Address Changed From	MCDONALD, MATTHEW C 11 NORTH WATER STREET STE 1200 MOBILE, AL 36602
Transaction Date	04/15/2022
Registered Agent Changed From	MCDONALD, MATTHEW C 11 NORTH WATER STREET STE 1200 MOBILE, AL 36602
Transaction Date	02/07/2023
Director/Manager/Organizer Activity	*Added JOE BURKEL
Transaction Date	02/07/2023
Director/Manager/Organizer Activity	*Removed SILVER, IRVING
Transaction Date	02/07/2023
Incorporator/Member/Partner Activity	*Changed ECOSOUTH INTERMEDIATE LLC A DELAWARE
Transaction Date	02/07/2023
Principal Mailing Address Changed From	NOT PROVIDED NOT PROVIDED, AL
Transaction Date	02/07/2023
Principal Office Changed From	NOT PROVIDED MOBILE, AL

Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	04/27/2010 Certificate of Formation 4 pgs.
Document Date / Type / Pages	11/25/2013 Articles of Amendment 3 pgs.
Document Date / Type / Pages	09/11/2014 Registered Agent Change 2 pgs.
Document Date / Type / Pages	08/20/2020 Articles of Amendment 2 pgs.
Document Date / Type / Pages	04/15/2022 Registered Agent Change 2 pgs.
Document Date / Type / Pages	02/07/2023 Articles of Amendment 5 pgs.

BID TABULATION FOR RECYCLING EQUIPMENT RENTAL & HAULING FOR CITY OF MOBILE RECYCLING CENTERS BID #6010

	ECOSOUTH OF MOBILE	WASTE PRO OF ALABAMA	BFI WASTE SERVICES LLC, dba REPUBLIC SERVICES OF MOBILE	HAULS AWAY LLC
40 YD COMPACTOR RECEIVER	$150.00	$0.00	$159.50	$875.00
TOTAL OF 3 BINS PER MONTH	$450.00	$0.00	$478.50	$2,625.00
HAUL 40 YD ROLL-OFF COMPACTOR BID	$475.00	$550.00	$549.43	$495.00
TOTAL FOR HAULING BIN 20 TIMES/MONTH	$9,500.00	$11,000.00	$10,988.60	$9,900.00
TOTAL OF ALL MONTHLY RATES	$9,950.00	$11,000.00	$11,467.10	$12,525.00
12-MONTH TOTAL	$119,400.00	$132,000.00	$137,605.20	$150,300.00

OPTIONAL:

	ECOSOUTH OF MOBILE	WASTE PRO OF ALABAMA	BFI WASTE SERVICES LLC, dba REPUBLIC SERVICES OF MOBILE	HAULS AWAY LLC
SERVICE PLAN	$450.00 YEAR	N/A	$575.00 MONTHLY	$2,500.00 MONTHLY
FREQUENCY OF VISITS	ANNUAL	--	EVERY 3 MONTHS OR QUARTERLY	MONTHLY
LABOR RATE	$90 HR	$325 FIRST HR/$85 EA. ADDITIONAL HR	$125.00 LABOR PLUS PARTS	$350.00 HR

CAPITAL CONTRACT SUMMARY SHEET

Attached

AGENDA ITEM SUMMARY SHEET

Agenda of: January 13, 2026

Submitted by:
Carleen Stout-Clark

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
Authorize an amendment to the Agreement between the City of Mobile and Goram Air Conditioning Company, Inc. for HVAC Maintenance and Repair various City of Mobile Facilities, to extend the term of the existing agreement for an additional one year period, with the option for one additional one-year extension, as permitted under the terms of the Agreement, as amended, and subject to annual appropriation, as outlined in the Agreement amendment.

Amount of Contract:
Not to exceed $300,000.00 per contract year

Funding Source
C0837

ATTACHMENTS:
1. Resolution
2. First Amendment to Agreement
3. SC-018-24 Executed Conctract

REVIEWERS:
Stacey Howard
Carleen Stout
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 City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, an amendment to the Agreement between the City of Mobile and Goram Air Conditioning Company, Inc. for HVAC Maintenance and Repair – Various City of Mobile Facilities, to extend the term of the existing agreement for an additional one-year period, with the option for one additional one-year extension, as permitted under the terms of the Agreement, as amended, and subject to annual appropriation, as outlined in the Agreement amendment attached hereto and incorporated herein by reference. A copy of said Agreement amendment is on file in the Office of the City Clerk.

ADOPTED:

_____

City Clerk

FIRST AMENDMENT TO AGREEMENT FOR CITY OF MOBILE HVAC MAINTENANCE AND REPAIR

THIS First Amendment to Agreement for HVAC Maintenance and Repair – Various City of Mobile Facilities ("Amendment") is entered into on this ____ day of _____, 2026, by and between the City of Mobile, Alabama, a municipal corporation of the State of Alabama ("City"), and Goram Air Conditioning Company, Inc. of Mobile, a for-profit company organized under the laws of the State of Alabama ("Contractor").

WHEREAS, the Contractor and the City entered a one-year Agreement for HVAC Maintenance and Repair on or about November 5, 2024 ("Agreement"); and

WHEREAS, Contractor and City desire Contractor to continue to provide the services for an additional one-year period, with an additional one-year renewal option as authorized by the City Council; and

WHEREAS, the original Service Contract was approved by the City Council as a one-year agreement with an annual not-to-exceed amount of $300,000.00, and the City Council has now expressly authorized, by resolution approving this First Amendment, the extension of the contract term for one additional one-year period, with an additional one-year renewal option, to the extent permitted by law and City policy, provided the scope of work remains unchanged and the annual not-to-exceed compensation amount remains Three Hundred Thousand Dollars ($300,000.00) per contract year.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Article 2.1 of the Agreement is amended to add the following paragraph: "This Agreement shall continue for a second one-year term immediately consecutive to and upon expiration of the initial term, effective as of November 6, 2025, and may thereafter be extended for one additional consecutive one-year term only by mutual written amendment executed by the Mayor. The annual not-to-exceed amount for each contract year shall remain Three Hundred Thousand Dollars ($300,000.00), and the total aggregate compensation authorized under the Agreement, inclusive of all renewal terms, shall not exceed Nine Hundred Thousand Dollars ($900,000.00), subject to annual appropriation. This extension authority does not expand the scope of work."

2. Contractor shall provide updated evidence of insurance meeting all requirements of the Agreement prior to commencement of services under each extended term.

3. Except as modified hereby, all other terms and provisions of the Agreement shall remain unchanged and in full force and effect and are hereby ratified and confirmed by the parties.

4. The City and the Contractor each represent and warrant to the other that it has full authority to enter into and perform this Amendment and that the persons signing this Amendment on behalf of the Contractor and the City respectively represent and warrant that he or she has the full and complete authority to bind Contractor and City, as the case may be, to this Amendment.

5. This First Amendment may be executed and delivered in two counterparts, including delivery by facsimile and/or electronic transmission, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed by its duly authorized officer as of the date first above written.

GORAM AIR CONDITIONING COMPANY, INC. OF MOBILE

By:_____
Its _____ (title)

STATE OF ALABAMA)
COUNTY OF MOBILE)

I , _____, a notary public in and for said County in said State, hereby certify that _____, whose name as _____, the _____ of **Goram Air Conditioning Company, Inc. of Mobile**, is signed to the foregoing document and who is known to me, acknowledged before me on this day that, being informed of the contents of the contract, and with full authority executed the same voluntarily for and as the act of said business enterprise.

Given under my hand this the ____ day of _____, 2026.

_____
Notary Public
My Commission Expires: _____

CITY OF MOBILE

By:_____
Spiro N. Cheriogotis
Its: Mayor

ATTEST:

_____
City Clerk

Exhibit A: Contractor Evidence of Insurance

RESOLUTION

2024

Sponsored by:

Mayor William S. Stimpson

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

Name of Company:	GORAM AIR CONDITIONING, INC.
Project Name:	SERVICE CONTRACT – HVAC MAINTENANCE AND REPAIR – VARIOUS CITY OF MOBILE FACILITIES
Project Number:	SC-018-24
Amount:	NTE $300,000.00 PER YEAR

Adopted: NOV - 5 2024

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: HVAC REPAIRS & MAINTENANCE-VARS LOC (SERVICE CONTRACT)

CAPITAL PROJECT #: C0837 (20002000-48010) **DATE OF RECEIPT:** _____

BUILDING SERVICES PROJECT #: SC-018-24

CONTRACT AMOUNT: NTE $300,000.00

PROJECT DESCRIPTION: TO PERFORM ALL HVAC MAINTENANCE AND REPAIRS AT VARIOUS CITY OF MOBILE FACILITIES

VENDOR NAME: GORAM AIR CONDITIONING INC.

VENDOR NUMBER: 074050

DEPT #: 3035 **DEPT NAME:** FACILITIES MAINTENANCE

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

If different, indicate special rate _____

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

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

Prepared by: Katie Cassil – Secretary III **Date:** 10/17/2024

STANDARD SERVICE CONTRACT AGREEMENT BETWEEN CITY OF MOBILE AND SERVICE CONTRACTOR

This **Agreement** made and entered into 5 day of November, in the year 2024.

By and between the CITY OF MOBILE, by the Mayor, duly authorized party of the first part, hereinafter called the "City",

And the **SERVICE CONTRACTOR:** Goram Air Conditioning, Inc.
1252 Houston Street
Mobile, Alabama 36606

City Business License Number: 195350

City of Mobile Vendor Number: 074050

State of Alabama Business Entity Number: 000-036-895

for the following PROJECT:

PROJECT NAME: SERVICE CONTRACT – HVAC MAINTENANCE AND REPAIR

PROJECT LOCATION: VARIOUS CITY OF MOBILE FACILITIES

PROJECT NO.: SC-018-24

WITNESSETH, that this Service Contractor and City, for the considerations stated herein, agree as follows:

ARTICLE 1. Statement of Work to be Performed:
1.1 The Service Contractor shall furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project. In strict accordance with the Contract Documents as listed in Article 6, all of which are made part hereof, as prepared by or under the direction of the Director of Real Estate and Asset Management.

ARTICLE 2. Term of Contract:
2.1 The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The term of the Contract is for one (1) year from the date of the Notice to Proceed.

ARTICLE 3. Contract Sum:
3.1 The City shall pay the Service Contractor for the term of the Contract, for time and material, subject to additions and deductions provided therein, in current funds, a Total Contract Sum not to

exceed Three Hundred Thousand and 00/100 Dollars ($300,000.00).

3.2 SCHEDULE OF VALUES: for all Basic Services as specified shall be billed as follows:

Labor Rates:

BASE BID – MAINTENANCE & REPAIR SERVICES - for all Basic Services as specified shall be billed as follows:

Hourly rates for HVAC Maintenance and Repair services shall be as follows:

HVAC Technician:	
Hourly Labor Rate (between 8am and 5 pm)	$ 80.00 /hour
Overtime Labor Rate (after 5pm and on weekends)	$ 80.00 /hour

Parts/Material: for furnishing equipment, parts or other materials:
Service Contractor's Direct Cost plus fifteen (15%) percent.

ARTICLE 4. Payments:

4.1 The City shall pay the Service Contractor on account of the Contract as follows:

A. Payments shall be made monthly upon completion and inspections of the work specified.

B. One (1) original invoice shall be delivered to the Service Contract Administrator for review. Invoices shall list all facilities serviced and shall provide unit pricing in accordance with the approved Schedule of Values.

C. Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

ARTICLE 5. Termination of the Contract:

5.1 The Owner or Contractor may terminate the contract upon thirty (30) days written notice. Notice from the Owner shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to: City of Mobile, Facility Maintenance Department, 850 Owens Street, Mobile, Alabama 36604. The City shall not be liable for payment to the Contractor for lost profit or damages as the result of its termination of the contract.

ARTICLE 6. Contract Documents:

6.1 The contract documents consist of this Agreement, General Conditions of the Contract, and the Specifications (all of which are bound in the Project Manual), Addenda issued prior to the execution of the Contract, The Service Contractor's Proposal as accepted by the City, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. This Instrument (Agreement)
2. Scope of Work
3. Exhibit A - Facility Equipment List
4. Bid Form
5. DBE Waiver Form

6. Alabama Secretary of State Business Entity Documentation
7. E-Verify Documentation
8. Certificate of Liability Insurance with Endorsements
9. General Conditions
10. Addendum One, dated June 6, 2024

ARTICLE 7. Insurance:

7.1 Required coverage:

7.1.1 For the term of this Agreement, Service Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. Comprehensive Liability insurance (occurrence form) including coverage for premises, products and complete operations, and blanket contractual liability, specifically covering the obligations assumed by the Service Contractor.

1. Bodily injury liability:
   $1,000,000 each person
   $1,000,000 each occurrence
2. Property damage liability - $1,000,000 each occurrence.
3. Or, in lieu of (1) and (2) above:
   Bodily injury and property damage combined –$1,000,000 per occurrence
4. General Aggregate limit shall apply on a "Per Project" Basis.

B. Comprehensive – Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles.

1. Bodily injury liability:
   $1,000,000 each person
   $1,000,000 each occurrence
2. Property damage liability - $1,000,000 each occurrence.
3. Or, in lieu of (1) and (2) above)
   Bodily injury and property damage combined – $1,000,000 per occurrence

C. Excess/Umbrella Liability insurance

1. $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.
2. Providing following form coverage for Employer's Liability, Comprehensive General Liability and Automotive Liability.

D. Workers' Compensation insurance - in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

7.1.2 If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Service Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or

terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

7.1.3 Waiver of Subrogation - all policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

7.1.4 Additional Insured - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to name City of Mobile as an Additional Insured

7.1.5 Primary Insurance - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

7.1.6 Certificates of Insurance - prior to execution of the Agreement, Service Contractor shall deliver to the City of Mobile certificates of insurance certifying the existence and limits of the insurance coverages, noting applicable endorsements, described above, and shall deliver same and renewals thereof to the City of Mobile. The certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

7.2 General
7.2.1 A Surety authorized to do business in the State of Alabama shall execute and furnish all insurance. Insurance produced outside of the State of Alabama must be signed or countersigned by a Resident Agent, with resident agent's name, address and telephone number typed or printed on form.

ARTICLE 8. Miscellaneous Provisions

8.1 Breach of Contract: In the event of any breach or apparent breach by Service Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Service Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

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

8.3 Entire Agreement: This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

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

8.5 Licenses, permits, etc.: Service Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.

8.6 No Agency Relationship Created: Service Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Service Contractor provided for herein are performed, but on the contrary, Service Contractor shall be wholly responsible therefore.

8.7 Anti-discrimination: Service Contractor shall abide by provisions of Ordinance # 02-050, 1968, prohibiting discrimination in employment by Service Contractors and Subcontractors performing work for the City of Mobile. A copy of said ordinance is on file in the office of the Director of Architectural Engineering.

8.8 Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

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

8.10 Public contracts with entities engaging in certain boycott activities: By signing this contract, the Service Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

8.11 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to

affect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

ARTICLE 9. Signature:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Service Contractor by such duly authorized officers or individuals as may be required by law.

OWNER: City of Mobile

Signature

William S. Stimpson, Mayor, City of Mobile
Printed Name and Title

SERVICE CONTRACTOR:
Goram Air Conditioning, Inc.

Signature

Darren Deas / Vice President
Printed Name and Title

ATTEST:

City Clerk

SEAL OF THE CITY OF MOBILE, ALABAMA — FROM ENCHANTING TRADITION ENDURING PROGRESS — MOBILE ALABAMA — FOUNDED 1702

STATE OF Alabama
COUNTY OF At Large

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Darren Deas as Vice President of Goram Air Conditioning, Inc. and after being duly sworn, did depose and say that he/she, as such officer and with full authority, signed the above and foregoing voluntarily as the act of Vice President.
Sworn to and subscribed for me this 15 day of July, 2024.

NOTARY PUBLIC
My Commission Expires: 4-14-25

SCARLETT C. SCOGGINS
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Comm. Expires April 14, 2025

END OF SECTION

SCOPE OF WORK
SC-018-24
HVAC MAINTENANCE AND REPAIR

General:
Service Contractor shall furnish all labor, materials and parts, tools and equipment necessary to service, maintain, and repair existing heating, ventilation, and air conditioning (HVAC) equipment, or install new equipment, for selected City-owned facilities. The facilities include, **but shall not be limited to, the following:**

1. Mobile Animal Shelter - 855 Owens Street
2. Azalea City Golf Course - 1000 Gaillard Dr.
3. Hurtel (Wright) Armory – 1900 Hurtel Street
4. Library Administration – 700 Government Street
5. Library Local History and Genealogy – 753 Government Street
6. Ben May Main Library – 701 Government Street
7. Municipal Archives – 457 Church Street
8. History Museum of Mobile – 111 South Royal
9. Police Special Operations – 850 St. Anthony Street
10. Public Works Garage – 770 Gayle Street
11. Public Works Administrative/Service Buildings – 770 Gayle Street
12. Tillman's Corner Community Center – 5055 Carol Plantation Road
13. West Regional Library – 5555 Grelot Road
14. Western Administrative Complex (WAC) – 4851 Museum Drive
15. Police Central Headquarters – 2460 Government Street
16. FS 3 – Central Fire Station – 701 St. Francis Street
17. Gulf Coast Exploreum – 65 Government Street
18. Mobile Civic Center – 401 Civic Center Drive
19. Connie Hudson Mobile Regional Senior Community Center- 3200 Hill Crest Road
20. Mobile Museum of Art- 4850 Museum Drive

A general description of the heating, ventilation, and air conditioning equipment to be serviced at the above listed facilities is listed under HVAC Maintenance and Repair – Facility Equipment List (attached as Exhibit A).

Maintenance and Repair Service:
Service Contractor shall provide necessary maintenance and repair services to keep the specified equipment and other associated equipment in good and working order. Required HVAC/building controls and fire alarm work will be completed by Owner under a separate contract.

All work shall be under the direction of the City of Mobile, Facilities Maintenance, Department. All maintenance and repair service shall be scheduled by the Building Maintenance Superintendent or designated representative.

Upon receiving a request for maintenance and repair service, Service Contractor shall dispatch a single HVAC Technician to inspect/diagnose the problem and provide an estimate of number of

hours of labor, number of HVAC technicians or other staff required if more than one, and cost of parts or equipment required to complete the Work. No work shall begin and no parts or equipment shall be ordered prior to approval, in writing, by the Facilities Maintenance Department. Service Contractor shall notify the Facilities Maintenance Department immediately of any obstacles encountered that may be preventing Service Contractor from completing assigned projects. All work shall be inspected and approved by a representative of the Facility Maintenance Department prior to final payment.

All labor shall be billed at the scheduled hourly billing rate as stipulated in the Agreement. The hourly billing rates shall include all costs for direct time, benefits, taxes, all overhead and profit and other indirect expenses. Parts and equipment shall be billed at the Service Contractor's direct cost, including shipping if required, from manufacturer or supplier plus a percentage multiplier for overhead and profit as stipulated in the Agreement.

Time of Performance:
Normal working hours are considered to be Monday through Friday 8:00 a.m. to 5:00 p.m.
Response times for the contractor to respond to a given request by the City are as follows:

Scheduled maintenance and repair service:
within twenty-four (24) hours

Emergency repair service:
Monday through Friday between 8:00 am and 5:00 pm - within one (1) hour
Monday through Friday after 5:00 pm and on weekends - within
two (2) hours.

City facilities will generally remain operational during maintenance and repair services. Maintenance and repair work shall be carried out in such a way to minimize disruption to facility operations, facility staff or to the general public. Service Contractor shall coordinate all work with the Facilities Maintenance Department.

Upon arrival at a facility, the Service Contract Technician(s) shall check in with the facility staff to make them aware of the work to be accomplished, anticipated times for service, and any shut-downs or other disruptions that may be necessary to complete the work. Upon completion, the Service Contractor Technician shall notify the facility manager and Facilities Maintenance Department representative.

All work shall be done in accordance with all State and Local Codes and all Federal Regulations.

Payments will be made monthly for completed services upon approval of Service Contractor's invoice for services. Invoices shall specify the facility, exact services performed, date and time of service, technician(s) or other staff providing services, copies of manufacturer/supplier invoices, or other information required for approval by the Facilities Maintenance Department.

For purposes of billing, invoiced time shall include the number of hours Service Contract Technician(s) was actively engaged in repair or maintenance work for the specified facility, including reasonable travel time.

Each service must be invoiced separately, and an invoice received no later than the 25th day of each month in which the work was performed.

Service Contractor must employ, at minimum fifteen (15) HVAC Technicians who possess a minimum of one year journeyman level experience as a heating, air conditioning and refrigeration mechanic and in possession of the Environmental Protection Agency (EPA) Universal Technician Certification (as required under Section 608 of the Clean Air Act, 1990).

The City reserves the exclusive right to purchase parts or equipment directly and have the Service Contractor install the item(s) at the specified billing rate. The City also reserves the right to perform any of the work covered under a specific task order with its own personnel if it is in the City's best interest to do so.

Miscellaneous Provisions:
Service Contractor shall warrant all labor, parts and equipment for forty-five (45) days unless manufacturer warranty/guarantee is greater.

Any parts, equipment, adjacent finishes or other property damaged by the Service Contractor in the course of maintenance and repair services or as a result of faulty workmanship shall be repaired or replaced at no cost to the City.

Any spillage or exchanged oil, refrigerants, chemicals, etc. shall be the responsibility of Service Contractor and disposed of in accordance with State and Federal guidelines.

END OF SECTION

EXHIBIT A
HVAC MAINTENANCE AND REPAIR
FACILITY EQUIPMENT LIST

Mobile Animal Shelter 855 Owens Street		
Manufacturer	**Model #**	Capacity
Goodman	GSH130481AF	4 tons
Rudd	M2206 12886	NA
Comfort Aire	NA	1.5 tons
Comfort Aire	NA	1.5 tons
Comfort Aire	NA	1.5 tons
Comfort Aire	NA	1.5 tons
Comfort Aire	NA	1.5 tons
LG	NA	1.5 tons
Whirlpool	NA	1.5 tons

Azalea City Golf Course 1000 Gaillard Dr.		
Manufacturer	**Model #**	Capacity
Fosteria	NA	1.5 tons
Friedrich	NA	1.5 tons
Fireshield	EST	NA
Trane	2TTB2060A	5 tons
Rheem	RA1442AJINA	4 tons
Rheem	RA1442AJINA	4 tons
Trane	2TTB2072A	6 tons
Trane	2TTB2072A	6 tons
Trane	2TTA3036A	3 tons

Hurtel (Wright) Armory 1900 Hurtel Street		
Manufacturer	**Model #**	**Capacity**
Samsung	AQX36VFUAGM	3 tons
Samsung	AQX36VFUAGM	3 tons
Trane	38YCC060540	5 tons
Trane	38YCC060540	5 tons
Trane	38YCC060540	5 tons
Trane	38YCC030500	3 tons
Mitsubishi	Mini-split	2 Tons
Trane	38YCC048540	4 tons

Trane	38YCC060540	5 tons
Trane	38YCC048540	4 tons
Trane	38YCC060540	5 tons
Trane	38YCC060540	5 tons
Trane	38YCC060540	5 tons
Trane	38YCC060540	5 tons
Trane	38YCC048540	4 tons
Daikin	DZ13SA0603AA	5 tons
Daikin	PH13PR060-H	5 tons
Daikin	DZ13SA0603AA	5 tons
Trane	TWA036D300A0	3 tons
Goodman	GSH13036ICC	3 tons
Goodman	GSH13042IBB	3.5 tons
American Standard	4A7C3042A3000BA	3 tons
Goodman	GPG1330070M41BA	6 tons

Library Administration 700 Government Street		
Manufacturer	**Model #**	**Capacity**
Armstrong Air	13ACD-036-230-15	3 TONS

Library Local History and Genealogy 753 Government Street		
Manufacturer	**Model #**	**Capacity**
Bryant	569DPX090000AA	7.5 tons

Ben May Main Library 701 Government Street		
Manufacturer	**Model #**	**Capacity**
TACO	FL-2511	130 GPM/7.5 HP
TACO	FL-2511	130 GPM/7.5 HP
Trane	RTAC-1554	155 Tons
TACO	FL-2513	295 GPM/20 HP
TACO	FL-2513	295 GPM/20 HP
Trane	BCVC036	1260 CFM
Trane	BCVC036	750 CFM
Trane	BCVC0024	600 CFM
Trane	BCVC0090	2350 CFM
Trane	BCVC036	1000 CFM
Trane	BCVC0024	700 CFM

Trane	BCVC0072	2000 CFM
Trane	BCVC0090	2450 CFM
Trane	BCVC036	825 CFM
Trane	BCVC0072	2450 CFM
Trane	BCVC0024	700 CFM
Trane	BCVC0090	2900 CFM
Trane	BCVC0090	3600 CFM
Trane	BCVC0054	1775 CFM
Trane	BCVC0072	2200 CFM
Trane	BCVC036	1100 CFM
Trane	BCVC0018	650 CFM
Trane	BCVC036	1500 CFM
Trane	BCVC0054	2025 CFM
Trane	BCVC0054	1400 CFM
Trane	BCVC036	1200 CFM
Trane	BCVC0072	1700 CFM
Trane	BCVC0072	1700 CFM
Trane	BCVC036	1600 CFM
Trane	BCVC0072	2000 CFM
Trane	BCVC0090	2650 CFM
Trane	BCVC0090	3450 CFM

Municipal Archives 457 Church Street		
Manufacturer	**Model #**	**Capacity**
Bryant	576BPX300000	48 tons
Bryant	576BPX300000	48 tons
Trane	NA	15 hp
Trane	NA	15hp

History Museum of Mobile 111 South Royal Street		
Manufacturer	**Model #**	**Capacity**
Trane	MCCA006UB000A000U	3000 CFM
Trane	MCCA008GAW0ABBB000D0 EAA00C0A0000BA000D000	4000 CFM
Trane	MCCA008GAW0ABB000E0E EAA0C0A0000AA000D0000	4000 CFM
Trane	MCCA010GAW0ABB000D0C EA00C0A0000AC000D0000	5000 CFM

Trane	MCCA012GAW0ABB000F0E EAA0C0A0000BC000D0000	6000 CFM
Trane	MCCA021CAK0C0F0A000000 0	10500 CFM
Trane	MCCA025ACH0CA0D000	12500 CFM
Trane	MCCA010MAH0C0C0A00AC 0000000	5000 CFM
Trane	MCCA021GAW0ABA000F0C EAA0C0A0000AC000D00000	10500 CFM
Trane	MCCA012MAH0C0C0A00AC 000000000	6000 CFM
Trane	MCCA012GAW0ABC000F0C EAA0C0A0000AC000D00000	6000 CFM
Trane	MCCA012BDJ0C0EA0000000	6000 CFM
Raypak	H2-2500	2,499 MBH
Trane	RTAA1004/L01A3DOBN	100 Ton
Trane	RTAA100AYL01A3DOB	100 Ton
Baldor	CAT. No. M3313T	10 HP
Baldor	CAT. No. M3313T	10 HP
Kone	456-230	12000 lb
Kohler	Kohler 400	400 kW
Metasys	NA	

Police – Special Operations **850 St. Anthony Street**		
Manufacturer	**Model #**	Capacity
1 chill water pump for the entire building (1975) no back up pump		
1 hot water heater for the entire building (1975) no back up pump		
Trane Chiller #1	CGADC50GAFA1RE	
Trane Chiller #2	CGADC50GAFA1RE	
1st floor fan/ coil units, each has hot water coils and chill water coils: approx 35 units serving the first floor offices only pneumatic cw valves and hw valves		
Airtherm	06-IL-F	
Large air handler. 4th floor/ attic serves 2nd and 3rd floors only. Installed in 1975 during building renovation. No visible tags or plates on the unit.		
Mixing pneumatic boxes on 2nd and 3rd floors above drop ceilings: Aeronca, Inc. Environmental Control Group.		

Public Works Garage **770 Gayle Street**		
Manufacturer	**Model #**	Capacity
Dayton	Not Visible	

Perfect Air	Not Visible	
Goodman	PCK024-1C	2 tons

Public Works Administrative/Service Buildings 770 Gayle Street		
Manufacturer	**Model #**	**Capacity**
Main Building		
Unit Heaters - about 20 throughout the facility with some replacements		
Baseboard heaters - some legacy systems at toilet rooms and training room		
Goodman	CK60-10	5 ton
Goodman	CK60-10	5 ton
Quietside (minisplit)	QSHC-182	2 ton
Payne	PA13NR024	2 ton
Gree (minisplit)	Not Legible	2 ton
Rheem	RAWL-090DAZ	7.5 tons
Goodman	GSC100904AC	7.5 tons
Goodman	GSC100904AC	7.5 tons
York	K4EU090A33A	NA
York	K4EU090A33A	NA
There are approximately 9 through-wall units at individual office areas.		
Truck Wash Bay		
Carrier	FB4ANF042	4 tons
Carrier	2099E12227	NA
Maintenance Division Office		
Payne	PA13NA036	3 tons
Rudd	UBHA 24J14SFBA1-T	2 ton
Goodman	GSL-4G-IL	3 tons
Sanitation		
Goodman	GSC130483CB	4 ton
York	HIRA036S25B	3 ton

Tillman's Corner Community Center 5055 Carol Plantation Road		
Manufacturer	**Model #**	Capacity
Trane	TWE240B300CA	20 Tons
Trane	TWE090A300CA	7.5 Tons
Trane	TWA090A300BC	7.5 Tons
Trane	TWA090A300BC	7.5 Tons
Trane	TWA090A300BB	7.5 Tons

Trane	TWA240B300BC	20 Tons

West Regional Library 5555 Grelot Road		
Manufacturer	**Model #**	Capacity
TACO		5 HP
TACO		5 HP
Trane	RTAA1104XM01A3DOBP	110 TONS
Trane	RTAA1104XM01A3DOBP	110 TONS
TACO		20 HP
TACO		20 HP
Trane		17000 CFM
Trane		15000 CFM
Trane		16000 CFM
Trane		20000 CFM
Trane		6300 CFM

Western Administrative Complex (WAC) 4851 Museum Dr.		
Manufacturer	**Model #**	Capacity
Carrier	FA4ANF042	3-ton
unknown	unknown	approx 10-Ton
Samsung	unknown	approx 1.5-To
Trane	TWE060P130B0	3-Ton
Trane	TWE060P130B0	3-Ton
Trane	TWE060P130B0	3-Ton
Trane	TWE060P130B0	3-Ton
Trane	CGAFC60EAIIA100000009	approx 110-Ton
Trane	TWP036C100A3	3-Ton
Goodman	GSH130601AC	3-Ton
Goodman	GSG130601AC	3-Ton
Goodman	GSG130601AC	3-Ton
Quietside	QSHC-242	1.5-Ton
Carrier	unknown	2-ton
Quietside	unknown	1.5-Ton
Quietside	unknown	1.5-Ton
Samsung	AR09JSALBWKNC	2-ton
Trane	CCDB17AEGE0	approx 20-Ton
Trane	CCDB12BNEE	approx 20-Ton
Trane	CCDB12BNEE	approx 20-Ton

Modine	unknown	180,000-BTU
Liebert	MCS056E8YDA098	20-Ton
Liebert	MCS056E8YDA098	20-Ton
Gemini	unknown	approx 10-Ton
Bryant	580FPU150224ABGA	12.5 Ton
Carrier	unknown	approx 10-To
Mitsubishi	MUH09EW	1.5-Ton
Mitsubishi	MUH09EW	1.5-Ton
Samsung	ARO9JSALBWKC	2-ton
Carrier	unknown	1.5-Ton
Carrier	unknown	1.5-Ton
Mitsubishi	unknown	1.5-Ton
Yok-Sipley	SPW-50-N	675,000-BT
Taylor Power Systems	TD275	280-kW
Taskmaster	unknown	unknown
Taskmaster	unknown	unknown
Simples	unknown	unknown

Police Central Headquarters 2460 Government Street		
Manufacturer	**Model #**	Capacity
(1) - Goodman	Split System	1.5 Ton
(2)- Carrier	Package Unit	3 Ton
(2) - Rheem	Split System	7.5 Ton
(1) -Trane	Split System	7.5 Ton
(1) Trane	AHU	10 Ton
(1) Rheem	AHU	10 Ton
(4) Rheem	Condenser	5 Ton
(2) Rheem	Split	4 Ton
(2) Trane	Water Cooled AHU	10 Ton
(1) Rheem	AHU	2 Ton
(3) Trane	Water Cooled AHU	5 Ton
(1) Trane	Water Cooled AHU	6 Ton
(1) Carrier	Condenser	4 Ton
(1) Carrier	Condenser	3 Ton
(1) Trane	AHU	7.5 Ton
(1) York	AHU	7.5 Ton
(1) Goodman	Condenser	7.5 Ton
(1) Trane	Condenser	7.5 Ton
(1) Gibson	Condenser	2 Ton
(2)	Roof Top Cooling Towers	unknown
(1) Bohn	Condenser	7.5 Ton

(1) Bard	Trailer Unit	3 Ton

FS 3 - Central Fire Station 701 St Francis Street		
Manufacturer	**Model #**	Capacity
(1) Bryant	Split System	10 Ton
(1) Goodman	Split System	3.5 Ton
(1) Trane	Package Unit	15 Ton
(1) Ruud	Split System	6 Ton
(3) Perfect Air	Window Unit	24K Btu
(1) Goodman	Split System	2.5 Ton
(1) Goodman	Split System	3 Ton
(1) Bryant	Split System	2.5 Ton
(1) Goodman	Furnace	75000Btu
(1) Thermal Zone	Window Unit	18000 Btu
(3) Comfort Air	unknown	18000 BTU
(1) Kraft	Window Unit	Unknown
(2) Frigidaire	Window Unit	Unknown

Exploreum 65 Government Street		
Manufacturer	**Model #**	Capacity
Rheem	G75-75N-2	72.8 GPH
Rheem	82V52-2	50 Gal
Trane	MCCA014GAPOABC000G0EE A 0000BC00D	7000 CFM
Trane	MCCA021BCG0CADA0000000	10500 CFM
Trane	MCCA040GAP0ACA000J0EEA 0 0CAA000	20000 CFM
Trane	MCCA035MAC0BAB0DD000 0	17500 CFM
Trane	MCCA035MAC0BAB0DD000 0	17500 CFM
Trane	MCCA030BAG0C)CA0000000	15000 CFM
Raypak	H3-1468A	726 MBH
Raypak	H3-1468A	726 MBH
Trane	CVHE500	500Ton
BAC	NA	NA
Marathon	286TTDCA6026	25 HP
Baldor	CAT. No. EM3311T	7.5 HP
Marathon	PVH	30 HP

Trane	TTA072C400A0	6 Tons
Trane	NA	NA
Trane	NA	NA
Pure	PS-14.5 (D)	
Siemens	NA	

Mobile Civic Center – Expo Hall 401 Civic Center Drive		
Manufacturer	**Model #**	**Serial #**
AC1	TYPE L-35	K2K227625
AC2	TYPE L-35	K2K227626
AC3	TYPE L-17	K2K227627
Rheem Water Heater	PROG50-38N RH58	Q431409700
Raypak Boiler	C-1630T	102051
3HP hot water pump motor		

Mobile Civic Center – Expo Hall West Exhibit Promenade 401 Civic Center Drive		
Manufacturer	**Model #**	**Serial #**
Trane Rooftop Package Unit	TDC360B40K0B1BA1AB00000 HH0000000	C13H00445
AC-1	AIR HANDLER IN CEILING	

Mobile Civic Center – Theater 401 Civic Center Drive		
Manufacturer	**Model #**	**Serial #**
Trane (R-22)	RTHB180FLF00LWP000UNN3 LF2LFV0040	U97G03229
Carrier – ACT #1	39AC10D3496-3	63191615
Carrier – ACT #2	39AC6032TH1	63191560
Carrier – ACT #3	39AC5007TH1	53191558
Carrier – ACT #4	39AC11D3595-2	63191627
Carrier – ACT #5	39AC6057UBF5	63191562
Carrier – ACT #6	39AC9D2398-4	63191602

Carrier – ACT #7	39AC14D6095-2	63191640
Carrier – ACT #8	39AC5007TH2	63191557
Carrier – ACT #9	39AC6032TH1	63191561
Evapco Cooling Tower	AT 8-312B	951328
Frigidaire Window Unit - Sound Booth	FRH18EMT2	KK95140714
Maytag Window Unit - Backstage	MEY18F7F-B	KR197613288Y
Laars Boiler	LC-770	125924
Hurst Boiler	LPE-G-90-30W	LPE3363011
Speedaire Air Dryer	3YA50A	GR015A1151312038
15HP Condenser Water Pump Motor		
15HP Chilled Water Pump Motor		
2ea – 5HP Hot Water Pump Motors		
Air Compressor		
3/4HP Pump Motor for Domestic Hot Water		
4ea – Hanging Hot Water Bay Heaters		
3/4HP Pump Motor Booster Pump		

Mobile Civic Center – Arena 401 Civic Center Drive		
Manufacturer	**Model #**	**Serial #**
AHU A-1	VCASR01R0DN	K88E15940
AHU A-2	VCASL01L0DN	K88E15941
AHU A-3	VCASR0160DN	K88E15930
AHU A-4 Trane	VCA5L01L0DN	K88E15942
AHU A-5	VCS8R01RRBJ	K88E16158
AHU A-6	VCS8L01LLBJ	K88E161559
AHU A-7	Meeting Room 16 in Ceiling	

AC-1	West Exhibit Promenade in Ceiling	
AC-2	East Exhibit Promenade in Ceiling	
AC-3	Meeting Room 14 in Ceiling	
AC-4	Backstage in Ceiling	
AC-5	Backstage in Ceiling	
AC-6	Backstage in Ceiling	
AC-7	39AC7D239 5-1	63191584
AC-8	39AC10D359 8-4	63191630
AC-9	39AC10D359 8-4	63191631
AC-10	39AC8D239 8-4	63191596
AC-11	39AC11D359 5-6	63191629
AC-12	39AC10D359 8-4	63191632
AC-13	39AC13D359 5-1	63201742
AC-14	39AC13D3595 5-1	63191638
AC-15	39AC13D359 5-1	63201743
AC-16	39AC13D359 5-1	63191639
AC-17	39AC13D359 5-2	63201740
AC-18	39AC13D359 5-2	63201744
AC-19	39AC13D359 5-2	63201741
AC-20	39AC13D359 5-2	63201745
AC-21	East Spot Light Cat Walk	
AC-22	North Spot Light Cat Walk	
AC-23	West Spot Light Cat Walk	
AC-66	39AC8D2239 5-2	63191595
AC-67	39AC8D239 5-1	63191594
AC-68	Concourse Cat Walk	
AC-69	In Ceiling	
Trane Outdoor for Kitchen	TTA180B400FA	347329TAD

Trane Package Unit for Ticket Booth	TCH024A100AA7	
Hurst Boiler	S3.G.100.30W	D5500.30.1
Hurst Boiler	S3.G.100.30W	D5500.30.2
Trane Chiller	CVHE050FA2L03UL225627D6 N1C0000000T00F0000010	L97F04522
Carrier Chiller	19XR-4242384CPH64	2099J57902
Marley	Big Cooling Tower	
2ea = Evapco	Little Cooling Towers	
2ea = 40HP Condensing Water Pump Motors		
2ea = 75HP Chilled Water Pump Motors		
Raypak Boiler	W1-1468A-CCDRDAA	9312112311
2ea = Air Compressors		
2ea = Booster Pumps for Expo Hall		
2ea = Hot Water Booster Pumps		
2ea = Hot Water Pumps		
2ea = Domestic Hot Water Pumps		
1ea = Small Boiler		
1ea = Air Dryer		
2ea = Loggia	Air Handlers in the Ceiling	
Hot Water Pump for Loggia		
Cold Water Pump for Loggia		
Kitchen Air Handler		

END OF SECTION

BID FORM

The following Bid Format shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

TO: CITY OF MOBILE
FACILITIES MAINTENANCE DEPARTMENT
850 OWENS STREET
MOBILE, ALABAMA 36604

PROJECT NAME: SERVICE CONTRACT - VARIOUS CITY OF MOBILE FACILTIES - HVAC MAINTENANCE AND REPAIR

PROJECT LOCATION: VARIOUS CITY OF MOBILE FACILITIES

PROJECT NO.: SC-018-24

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Facilities Maintenance Department and dated May 29, 2024; and all Addenda (before submitting any bid it is the Bidder's responsibility to check with the Facilities Maintenance Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder,

COMPANY NAME: Goram Air Conditioning Company, Inc

ADDRESS: 1252 Houston Street, Mobile, AL. 36606 **PHONE** 251-476-5003

CITY OF MOBILE BUSINESS LICENSE NUMBER: 195350

SECRETARY OF STATE OF ALABAMA ACCOUNT NUMBER: _____
(Note: The Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) [x] **(A Corporation)**
[ ] **(A Partnership)**
[ ] **(An Individual Doing Business)**

hereby proposes to furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, Section 01000 – Scope of Work, and all applicable laws and regulations for the sum listed below.

The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The term of the Contract shall extend for one (1) year from the date of the Notice to Proceed. The Contract shall be based on time and material cost with the Total Contract Sum not to exceed Three Hundred Thousand and 00/100 Dollars ($300,000.00).

1. BASE BID – MAINTENANCE & REPAIR SERVICES - shall be based on the following **Labor Rates:** Hourly rates for HVAC Maintenance and Repair services shall be as follows:

HVAC Technician:
Hourly Labor Rate (between 8am and 5 pm) $ 80.00 /hour
Overtime Labor Rate (after 5pm and on weekends) $ 80.00 /hour

Parts/Material: for furnishing equipment, parts or other materials:
Service Contractor's Direct Cost plus **Fifteen (15%)**

* Direct cost shall be based on invoiced amount from supplier/manufacturer and shall include all shipping/delivery costs and all applicable sales and use taxes.

2. BID INCLUDES:
Addendum Number 1, Dated 6/6/24
Addendum Number _____, Dated _____
Addendum Number _____, Dated _____

3. BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, payable to the City of Mobile, in the amount of 5 % of the bid amount, but in no event more than $10,000 as is the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract and to furnish Surety Bonds (if required). Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

4. NON-DISCRIMINATION: The undersigned Bidder certifies he/she will comply with Federal, State and local laws concerning discrimination including Section 14.1, Code of the City of Mobile, adopted December 10, 1991.

5. REFERENCES: Please list a minimum of three (3) professional references, contact information, type of work performed, and date(s) performed. You may add additional references on a separate sheet, if needed.

A. Reference #1:
Company Name: Mobile County Public Works
Company Address: Mobile, AL.
Telephone: 251-605-5959 Email: Loretta.Ridgeway@mobilecountyal.gov
Type of Work: HVAC/Mechanical
Date(s): 6/1/1975 thru Present

B. Reference #2:
Company Name: Baldwin County Board of Education
Company Address: 2660 North Hand Ave., Bay Minette, AL., 36507
Telephone: 251-554-4804 Email: fboatwright1@bcbe.org
Type of Work: HVAC/Mechanical
Date(s): 12/1/1977 thru Present

C. Reference #3:
Company Name: Georgia-Pacific
Company Address: Naheola Mill, 7503 HWY 114, Pennington, AL., 36916
Telephone: 205-459-1855 Email: Chris.Weaver@gapac.com
Type of Work: HVAC/ Mechanical
Date(s): 10/1/1980 thru Present

Questions:

1) Do you operate a place of business within the City of Mobile or the City's police jurisdiction? If so, please describe the nature and location of your business facility here, addressing the factors mentioned above.

2) If you do not have a place of business within the City or the City's police jurisdiction, do you operate a place of business within the State of Alabama? If so please describe.

3) Should the City consider your business: woman-owned, a small business, minority-owned, veteran-owned, or disadvantaged-owned? If so, please provide any evidence for why the City should consider your business to be characterized in one or more of these categories. Please submit any current certifications you may have relating to these categories.

6. SIGNATURE: If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any. Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out. Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification.

COMPANY NAME:

Goram Air Conditioning Company, Inc
(Typed)

BY: _____
(Signature of Company Officer)

COMPANY OFFICER: Darren Deas
(Typed)

TITLE Vice President
(Typed)

DATE July 10th, 2024

Sworn to and subscribed before me this 10th **day of 20** 24

Scarlett C. Scoggins
Notary Public

SCARLETT C. SCOGGINS
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Comm. Expires April 14, 2025

END OF SECTION

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# SC-018-24 Current Date 5.00 / 29.00 / 24.00

Project Description Service Contract- VARIOUS CITY OF MOBILE FACILITIES- HVAC Maintenance and Repair

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.

HVAC Services for the City of Mobile

HVAC Services for the City of Mobile

HVAC Services for the City of Mobile

HVAC Services for the City of Mobile

HVAC Services for the City of Mobile

HVAC Services for the City of Mobile

HVAC Services for the City of Mobile

Chad B. Holm

Requested By (Department Director)

(Signature) Building Services Project Manager (Title) 5/29/24 (Date)

251-208-7519
Telephone Number

chad.holm@cityofmobile.org
Email Address

Archnique Kidd

Reviewed By (Office of Supplier Diversity)

Archnique Kidd (Signature) Supplier Diversity Manager (Title) 6/5/2024 (Date)

Approved By (CAO)

Alabama Secretary of State

Goram Air Conditioning Company, Inc.	
Entity ID Number	000 - 036 - 895
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	02/28/1975
Registered Agent Name	GORAM, JOYCE L.
Registered Office Street Address	1252 HOUSTON ST MOBILE, AL 36606
Registered Office Mailing Address	1252 HOUSTON ST MOBILE, AL 36606
Nature of Business	---
Capital Authorized	$10,000
Capital Paid In	$10,000
Incorporators	
Incorporator Name	GORAM, ROBERT L
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	GORAM, WILLIAM J
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	GORAM, JOYCE L
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	GORAM, HELEN G
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	

Goram Air Conditioning Company, Inc.	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022
Transactions	
Transaction Date	05/28/2002
Registered Agent Changed From	* Added
Transaction Date	09/02/2021
Registered Agent Changed From	GORAM, ROBERT L 1252 HOUSTON ST MOBILE, AL 36606
Scanned Documents	
Document Date / Type / Pages	05/28/2002 Registered Agent Change 1 pg.
Document Date / Type / Pages	09/02/2021 Registered Agent Change 2 pgs.

Browse Results New Search

E-Verify

Company ID Number: 122561

Approved by:

Employer GORAM AIR CONDITIONING CO., INC.	
Name (Please Type or Print) PAULA G WILLIAMS	Title
Signature Electronically Signed	Date 05/27/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/27/2008

E-Verify

Company ID Number: 122561

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	GORAM AIR CONDITIONING CO., INC.
Company Facility Address	1252 HOUSTON STREET MOBILE, AL 36606
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	630680238
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/16/2024

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

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

PRODUCER
Higginbotham Insurance Agency, Inc.
3212 Midtown Park S
Mobile AL 36606
License#: 2081754

CONTACT NAME: Charity Tout
PHONE (A/C, No, Ext): 817-349-2334 FAX (A/C, No):
E-MAIL ADDRESS: CTout@higginbotham.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Middlesex Insurance Company	23434
INSURER B : Alabama Self-Insured Worker's Compensation Fund	0
INSURER C : Midwest Employers Casualty Company	23612
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Goram Air Conditioning Company, Inc.
1252 Houston Street
Mobile AL 36606
GORAAIR-01

COVERAGES **CERTIFICATE NUMBER:** 1944660382 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			A0160905003	1/1/2024	1/1/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X Contractual Liab						MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	POLICY [X] PRO-JECT [ ] LOC						GENERAL AGGREGATE	$ 3,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY			A0160905001	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			A0058895	1/1/2024	1/1/2025	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			P100546AL2024	1/1/2024	1/1/2025	X PER STATUTE / OTH-ER	
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A			PUAL129001	1/1/2024	1/1/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Leased/Rented Equipment			A016095002	1/1/2024	1/1/2025	Limit $100,000	Ded: $1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Inland Marine - BUILDERS RISK - Installation Floater Policy
Policy Number: A0160905002
NAIC# 23434
Carrier: Middlesex Insurance Company
Policy Term: 1/1/2024 - 1/1/2025
Limits: Any One Job Site: $350,000 At Any Location Other Than A Job Site: $100,000 Property In Transit: $25,000 Deductible: $2,500

The General Liability and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status to the
See Attached...

CERTIFICATE HOLDER

City of Mobile
Architectural Engineering Department
P. O. Box 1827
Mobile AL 366331827
USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: GORAAIR-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Higginbotham Insurance Agency, Inc.	NAMED INSURED Goram Air Conditioning Company, Inc. 1252 Houston Street Mobile AL 36606
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status (including Completed Ops).

The General Liability and Automobile Liability policies include a blanket waiver of subrogation endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability and Automobile Liability policies have a blanket Primary & Non-Contributory endorsement that affords that coverage to certificate holders only where there is a written contract between the Named Insured and the certificate holder that requires such status.

The Umbrella Liability policy is follow form.

PROJECT NAME: SERVICE CONTRACT – HVAC MAINTENANCE AND REPAIR SC-018-24

Certificate holder is complete to include: City of Mobile

ACORD 101 (2008/01)

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GENERAL CONDITIONS
May 29, 2024

1. GENERAL REQUIREMENTS:

A. The Contract Documents: The Contract Documents are enumerated in the Agreement between the Standard Service Contract Agreement Between the City of Mobile and the Service Contractor (hereinafter called the Agreement) and consist of the Bidding and Contract Requirements, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after the execution of the Contract. A Modification is a written amendment to the Contract signed by both parties.

B. The Contract: The Contract Documents form the Contract for Services. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification.

C. The Work: The term "Work" means the services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Service Contractor to fulfill the Service Contractor's obligations.

D. The Project Manual: The Project Manual is the comprehensive document containing the Bidding and Contract Requirements, the Specifications and other documents as listed.

E. The Bidding and Contract Requirements: The Bidding and Contract Requirements are that part of the Contract Documents consisting of the Invitation to Bid, Instructions to bidders, Service Contractor's Bid, Agreement, Bonds, and General Conditions and other requirements listed in the Agreement.

F. The Specifications: The Specifications are that part of the Contract Documents consisting of written requirements for Services including materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

G. Correlation and Intent of the Contract Documents: The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Service Contractor. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all; performance by the Service Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

2. THE OWNER:

A. The "Owner" is the City of Mobile, as identified in the Agreement and is referred to

throughout the Contract Documents as if singular in number. The Owner's designated representative is the Facilities Maintenance Department, Service Contract Administrator.

3. THE SERVICE CONTRACTOR:

A. The Service Contractor is the person or entity identified as such in the Agreement and is referred throughout the Contract Documents as if singular in number. The Service Contractor shall be lawfully licensed in the City of Mobile and the State of Alabama as required. The Service Contractor shall designate in writing a representative who shall have express authority to bind the Service Contractor with respect to all matters under this Contract. The term "Service Contractor" means the Service Contractor or the Service Contractor's authorized representative.

B. The Service Contractor shall perform the Work in accordance with the Contract Documents.

C. Execution of the Contract by the Service Contractor is a representation that the Service Contractor has visited the site(s), become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

D. The Service Contractor shall be responsible to the Owner for acts and omissions of the Service Contractor's employees and their agents, and other persons or entities performing portions of the Work for, or on behalf of, the Service Contractor.

E. Unless otherwise provided in the Contract Documents, the Service Contractor shall provide and pay for labor, materials, equipment, tools, transportation, and other facilities and services necessary for proper execution and completion of the Work.

F. The Service Contractor's technicians or workmen shall be qualified and have had sufficient education, training and experience to perform all Work properly and satisfactorily as prescribed in the Contract Documents.

G. The Service Contractor shall pay all applicable sales, consumer, use and similar taxes for the Work provided by the Service Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

H. Unless otherwise provided in the Contract Documents, the Service Contractor shall secure and pay for all applicable permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

I. The Service Contractor shall perform the Work in accordance with the specified

schedules as listed in the Contract Documents.

J. The Service Contractor shall confine operations at each site to areas permitted by the City of Mobile, facility director or building manager, and shall not unreasonably encumber the site with materials or equipment.

K. The Service Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Service Contractor shall remove all waste materials, rubbish, tools, equipment and surplus materials from and about the site. If the Service Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Service Contractor.

L. To the fullest extent permitted by law the Service Contractor shall indemnify and hold harmless the City of Mobile, it's agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Service Contractor, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. In claims against any person or entity indemnified by an employee of the Service Contractor anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Service Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

4. CHANGES IN THE WORK:

A. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by a written modification based upon agreement between the City and the Service Contractor.

B. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Service Contractor shall proceed promptly, unless otherwise directed.

5. SCHEDULE:

A. **STARTING WORK**: The date of commencement of the Contract is the date established in a written Notice to Proceed. No Work shall commence and no materials shall be ordered before the Notice to Proceed has been issued.

B. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

6. **PAYMENTS:**

A. **CONTRACT SUM:** The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the City to the Service Contractor for performance of the Work under the Contract Documents.

B. **SCHEDULE OF VALUES:** The Schedule of Values allocating the entire Contract Sum to the various portions of the Work, shall be used as a basis for reviewing the Service Contractor's Invoices for Payment.

C. **METHOD OF PAYMENT:** The City shall pay the Service Contractor on the account of the Contract as follows:
1) Payments shall be made upon completion of the specified work.
2) Two (2) original invoices shall be delivered to the Service Contract Administrator for review and approval on the first day of the month following contract services. Invoices shall include date of service, facility serviced, a detailed description of all services performed along with number of hours required to such perform services, and copies of receipts listing actual manufacturer/supplier cost plus freight (if applicable) and all applicable sales and use taxes.
3) Payments shall be made in accordance with the accepted Unit Prices as listed in the Contract Documents

7. **SAFETY:**

A. The Service Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

B. The Service Contractor shall comply with all Federal, State and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest revision. Service Contractor shall take all other reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:
1) employees on the Work and other persons who may be affected thereby;
2) the Work and materials and equipment to be incorporated therein;
3) other property at the site or adjacent thereto.

C. The Service Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing safety of persons or property or their protection from damage, injury or loss.

D. If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be

given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

E. The Service Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Service Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Service Contractor, the Service Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the City in writing.

F. In an emergency affecting safety of persons or property, the Service Contractor shall act, at the Service Contractor's discretion, to prevent threatened damage, injury or loss.

8. **INSURANCE:**

A. The Service Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Work is located such insurance as will protect the Service Contractor from claims set forth below which may arise out of or result from the Service Contractor's operations and completed operations under the Contract and for which the Service Contractor may be legally liable, whether such operations be by the Service Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1) Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed
2) Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than the Service Contractor's employees;
3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Service Contractor's employees;
4) Claims for damages insured by usual personal injury liability coverage;
5) Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
6) Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
7) Claims for bodily injury or property damage arising out of completed operations; and
8) Claims involving contractual liability insurance applicable to the Service Contractor's obligations.

B. The Service Contractor shall take out and maintain during the life of the Contract not less than the following minimum amounts of insurance.

1) Worker's Compensation and Employer's Liability:
Statutory - amount and coverage as required by law of place in which the work is performed.

2) Comprehensive General Liability:
The Service Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises product-completed operations) for limits of liability not less than:

a) Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
b) Property Damage	$1,000,000 each occurrence
c) Or Bodily Injury	$1,000,000 combined single limit and Property Damage

Such comprehensive policy shall include the following:

a) All liability of the Service Contractor, for the Service Contractor's Direct Operations.

b) Completed Operations Coverage, thereby meaning any loss which shall occur after the Contract has been completed, but which can be traced back to the Contract.

c) Contractual Liability, meaning thereby, any risk assumed by the Service Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically item (6).

d) Broad Form Property Damage Coverage, including Completed Operations.

e) Personal Injury Liability, with employee's exclusions removed.

f) The Service Contractor shall indemnify and save harmless the Owner against all loss, cost, or damage on account of injuries to persons or property occurring in the performance of the Contract, including all reasonable attorney's fees incurred by the Owner, on account thereof.

g) Care, custody, and control for property in the care, custody and control of the Service Contractor.

3) Comprehensive Automobile Liability:
The Service Contractor shall carry for himself and shall require that all owners of automobile or trucks rented or hired on the Contract carry until the Contract is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and Property Damage in amounts not less than the minimum amounts as indicated. The Service Contractor shall also carry for himself insurance for all non-owned and hired automobile at the limits of liability as indicated below:

a) Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
b) Property Damage	$1,000,000 each occurrence
c) Or Bodily Injury and	$1,000,000 combined single limit Property Damage

4) Excess/Umbrella Liability:
a) $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

C. Certificates of insurance acceptable to the Owner shall be filed with the Owner at the time of signing of the Contract, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner.

Such certificates of insurance shall state that thirty (30) days advance written notice will be given in the event of cancellation or material change in the coverage.

D. Surety Qualifications: All insurance must be furnished by a Surety licensed to do business in the State of Alabama, must be signed or countersigned by a Licensed Resident Agent of the State of Alabama, and if bid price exceeds $50,000 have a minimum rating of A/Class VI as reported in the latest issue of Best's key Rating Guide Property-Casualty.

E. The insurance required by Section 8.B (above) shall be written for not less than limits of liability specified or required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until completion of the Contract.

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

9. MISCELLANEOUS PROVISIONS:

A. The Contract shall be governed by the law of the State of Alabama.

B. The Owner and Service Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall

nevertheless remain legally responsible for all obligations under the Contract.

C. No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.

D. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

E. No action or failure to act by the Owner or Service Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

F. Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. The Service Contractor shall give the Owner timely notice of when and where tests and Inspections are to be made so that the Service Contract Administrator or other City personnel may be present for such procedures.

G. Required testing or inspection reports along with approvals shall, unless otherwise required by the Contract Documents, be delivered to the Owner with Invoices for Payment.

H. On all jobs with the City of Mobile, A City License is required. Bidders may obtain information on licensing by writing the City Revenue Department, Post Office Box 1827, Mobile, AL 36633-1827 or calling 208-7454. Successful Bidder must have City License at the time of Bidding.

I. Service Contractors shall abide by provisions of Ordinance #02-050, 1968, prohibiting discrimination in employment by Service Contractors and Subcontractors performing Work for the City of Mobile. A copy of said Ordinance is on file in the office of the Service Contract Administrator.

J. The Service Contractor shall secure and pay all required fees and permits and shall pay all taxes on materials, supplies, fixtures and equipment purchased by him (including the city of Mobile sales tax), and shall comply with all laws, regulations and codes applicable to the site on which the Work is to be performed.

K. All work performed shall be in conformance with the appropriate codes of the City of Mobile.

10. TERMINATION OR SUSPENSION OF THE CONTRACT:

A. The Owner may terminate the Contract for cause if the Service Contractor

1) fails to perform service in a satisfactory manner; or

2) repeatedly refuses or fails to supply properly skilled workers or proper equipment or materials; or
3) repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
4) otherwise is guilty of substantial breach of a provision of the Contract Documents.

B. When any of the above reasons exist, the Owner, upon determination that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Service Contractor and the Service Contractor's surety, if any, seven (7) days' written notice, withhold payments and terminate the Contract.

C. The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause upon thirty (30) days written notice.

D. In case of such termination for cause or for the Owner's convenience, the Service Contractor shall be entitled to receive payment for Work executed, and costs incurred. The Owner shall not make payment for profit or damages as a result of such termination.

11. CLAIMS AND DISPUTES

A. Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Service Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

B. Claims by either the Owner or Service Contractor must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant acting with due diligence, reasonable should have first recognized the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Service Contractor and the other party.

C. In the event of a Claim against the Service Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Service Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

D. Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to litigation.

END OF SECTION

MOBILE
ALABAMA

Addendum No. 1

To: Service Contract Providers

From: Chad Holm, Project Manager
City of Mobile Building Services Department

Re: Service Contract – Various City of Mobile Facilities - HVAC Maintenance and Repairs

Project #SC-018-24

Date: June 6, 2024

This Addendum forms a part of, and modifies, the Bid Documents for the above referenced project, dated May 29, 2024. Acknowledge the receipt of this Addendum No. 1 and all subsequent Addenda, if any, in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

General:

Item 1. The Pre-Bid Conference Attendance Roster, dated June 5, 2024, and Agenda are attached and form part of Addendum No. 1.

Item 2. DBE Requirements for this project have been waived. The attached DBE Waiver shall be included in the bid packet when submitted by interested parties.

Item 3. The Bid Receipt and subsequent Bid Opening date has been postponed to June 26, 2024. The associated time and location remain unchanged.

END OF ADDENDUM NO. 1

ATTENDANCE ROSTER

MEETING	PROJECT	LOCATION	DATE
Pre-Bid Conference	Service Contract - Various City of Mobile Facilities - HVAC Mainteance and Repair - SC-018-24	Various	2024-06-05

NAME	ORGANIZATION	PHONE	FAX	CELL PHONE	E-MAIL
Chad Holm	City of Mobile, Building Services Dep	251-208-7519			chad.holm@cityofmobile.org
Darren Dees	Goram	251-379-3233			Darren@goramair.com
Keith Bradley	C.O.M.	251-574-6235			Keith.Bradley@CityofMobile.org
Jim Colby	Persons Services	251 625 9765			JColby@Personsservices.com
Shawn Tuck	Integrity Maintenance	(251) 513-5463			Stuckintegritymaintenance@gmail.com

Service Contract – Various City of Mobile Facilities –
HVAC Services
Project # SC-018-24
PRE-BID CONFERENCE
10:00am Wednesday, June 5, 2024
850 Owens Street, Mobile, Alabama 36604

AGENDA

1) **Attendance roster.** Include a contact person and an e-mail address where any Addenda should be sent. Please write legibly.
   A. Introductions – Building Services Department, Project Manager
      Chad Holm, 251-208-7519 office; chad.holm@cityofmobile.org
      Public Superintendent
      Clifton Thomas, 251-208-1575 office; thomasc@cityofmobile.org

2) **Discussion of Scope of Work:**
   A. The scope of this project is to:
      1) Provide a Base Bid for furnishing all labor, materials, tools, supplies, equipment, miscellaneous fees, transportation, and other items as necessary for the performance and successful completion of HVAC services for various City of Mobile buildings and facilities on an "as needed" basis, as directed by the City of Mobile, Facility Maintenance Department, as outlined in the Bid Documents, dated May 29, 2024.
   B. Possess a General Contractor License and employ at least 15 experienced (1 year experience as journeyman or higher) and certified HVAC technicians. Supply all EPA Universal Technician Certifications for each Journeyman level or above HVAC technician that will work on City equipment. A City of Mobile Business License and Certificate of Insurance shall be required by the Service Contractor for the duration of the contract.
   C. Generally, the facilities will remain open to the public and City of Mobile maintenance crews. Service Contractor shall pre-schedule visits for repairs and shall secure the area of the site in which they are working.
   D. Site access shall be limited to pre-approved locations agreed upon in advance by the Public Buildings Superintendent and designated representatives and the Contractor. Contractor parking shall not impede the flow of traffic or use of the facility by the City of Mobile, its occupants, or its guests.
   E. Service Contractor shall take every precaution to avoid damage to the existing facility and its amenities and shall at their own costs make repairs if damage occurs.
   F. Work hours shall typically be 7am to 5pm for Fire Stations & Police Precincts. All other facilities work hours shall be 8am to 5pm. After hours shall be from 5pm to 8am.
   G. Upon coordination with the Public Buildings Superintendent, Contractor shall start with the project within 10 days following the written Notice to Proceed.
   H. Contract duration is One (1) year from the written Notice to Proceed, with the option, at the City of Mobile's sole discretion, to extend the contract for two (2) terms following the initial year.

3) **Bidding instructions, forms, special requirements and time:**
   A. Any observed ambiguities, discrepancies, omissions, or errors in any part of the contract documents shall be submitted as written RFIs to Chad Holm at chad.holm@cityofmobile.org and copied to thomasc@cityofmobile.org.
   B. Official clarifications or corrections will be made by written addendum sent to all registered prospective Bidders via e-mail. Building Services Project Manager shall issue all addenda.
   C. Cut off time for submission of RFIs is three (3) calendar days prior to the Bid Opening date by 3:00pm.
   D. City of Mobile Mun. Code Sec 14-2 requires that the city in all contracts have contractors make every reasonable effort to have at least fifteen percent participation by socially and economically

disadvantaged subcontractors and/or material suppliers who are certified as a Disadvantaged Business Enterprises. Documentation of this effort shall be required and included in the Bid envelope for all bids $250,000 or more.

E. Receipt of Sealed Bids shall be Wednesday, June 19, 2024, no later than 2:00 P.M., in the City Clerk's office, 9th Floor, Government Plaza, South Tower. Bids will be publicly opened at 2:30pm the same day in the Atrium Lobby, Government Plaza.

F. Bids shall be submitted only on a copy of the Bid Form included in the Bid documents and Bid envelope shall include Bid Security and DBE Documentation, as applicable. Bids submitted digitally or without the proper documentation or envelope shall be rejected.

4) Additional Requirements within 10 Days of Contract Award:

1. A valid City of Mobile business license for the duration of the contract period
2. E-verify Documentation: The Beason-Hammond Taxpayer Protection Act applies to this project. Contractor shall comply with the requirements of this Act and show proof of enrollment in the E-verify program by submitting the electronically generated Federal E-verify document prior to signing of the construction contract. (see Project Manual)
3. Certificate of Insurance in amounts and with endorsements as required by the City of Mobile (see attached Certificate of Insurance).
4. A current W-9 Taxpayer Identification Form and City of Mobile Vendor Information Form must be on file with the City of Mobile prior to issuance of Contract.
5. On all documents: City of Mobile Business License, General Contractor's License, the Alabama Secretary of State Business Identity, the Alabama Secretary of State Certificate of Authority (out of state contractors), E-verify documentation, and ACORD Insurance Form, the Contractors name shall be exactly the same.

5) Payment requirements.

a. Invoices for services rendered shall be submitted monthly by the Service Contractor monthly to the Facilities Maintenance Department. Invoices shall be received no later than the 25th day of each month.

6) Adjourn

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: January 13, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Butler Complete Services LLC to re-sod Grelot Road medians between University Blvd and Cody Rd.

Amount of Contract:
$38,500.00

Funding Source
General fund.

ATTACHMENTS:
1. 20251231 Bulter Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 13 January 2026 (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 Butler Complete Services LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Butler Complete Services LLC to re-sod Grelot Road medians between University Blvd and Cody Rd.
General fund,

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $38,500.00

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: Sealed bid 6014

How many bidders received bid packages (if applicable): 20 + web

How many bidders submitted bids (if applicable): 8

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

_____

_____

R E S O L U T I O N

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
5834	2026	(2086) PUBLIC SERVICE MAINTENANCE	RE-SOD GRELOT RD MEDIANS FROM UNIVERSITY BLVD TO CODY RD (SEALED BID 6014)	$38,500.00	(297507) BUTLER COMPLETE SERVICES LLC

Adopted:

_____
City Clerk

BID TABULATION FOR BID#6014
FOR GRELOT ROAD MEDIAN REPLACEMENT
OF MULCH WITH DIRT AND GRASS

VENDOR	BUTLER COMPLETE SERVICES LLC	LEGGETT FAMILY ENTERPRISES LLC dba THE GROUNDS GUYS	CFR SERVICES LLC	GAINES UTILITY CONSTRUCT-ION CO.	A & D CROMWELL CONCRETE & CONSTRUCT-ION LLC	J HUNT ENTERPRISES GENERAL CONTRACTOR	BUILD LOGIX	HUGHES 360 SERVICES LLC
PRICE FOR GRELOT RD MEDIAN	$38,500.00	$45,632.01	$59,899.00	$70,300.00	$93,446.00	$98,500.00	$99,245.54	$198,500.00

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

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

BID SHEET

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 deliverd F.O.B. Mobile to:
12/1/2025	6014	PUBLIC SERVICES	TO BE SPECIFIED

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, FRIDAY, DECEMBER 12, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.		Dollars	Cents	Dollars	Cents

GRELOT ROAD MEDIAN REPLACEMENT OF MULCH WITH DIRT AND GRASS

On Grelot Road from University Blvd to Cody Road, vendor to remove existing plants and shrubs, leaving the Crepe Myrtles, remove mulch down to dirt, replace mulch with topsoil and sod.

Vendor will be responsible for watering until sod takes root, as per the following and attached.

Price for Grelot Road Medians: $_____

Vendor will need a General Contractor License.
General Contractor Number: _____

Vendor will be responsible for disposing of debris, providing topsoil and sod, and will be responsible for watering.

Vendor will be responsible for traffic control while they are on site.

Successful vendor will need to provide a Certificate of Insurance to The City of Mobile prior to issuance of purchase order. Requirements attached.

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,

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Phone Number _____

Email Address _____

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

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 Aabama, 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

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

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 feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org.

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.

GRELOT ROAD MEDIAN REPLACEMENT OF MULCH WITH DIRT AND GRASS

SPECIFICATIONS

Removal of mulch from median on Grelot Road from University Blvd to Cody Road:

- Remove bedding plants.
- Remove mulch down to the dirt.
- The Crepe Myrtles are to remain.
- Removal of mulch shall be no closer than 24" from the base of the Crepe Myrtle trees.
- Mulch shall not be piled around the base of the trees.
- Level medians with topsoil.
- Plant Centipede Grass within an 1/8" of the top of the curb.
- Contractor is responsible for traffic control.
- Working hours should be no earlier than 8 a.m. Monday through Friday.
- No work should be done between 4 p.m. and 6 p.m. Monday through Friday.
- Work can be performed any time on Saturday and Sunday.
- The contractor is responsible for any water that is necessary to keep the grass alive.
- There will be a 90-day warranty.

INSURANCE STANDARD SERVICE CONTRACT

For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance, ***which such insurance shall be endorsed to name the City of Mobile as an additional insured,*** and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

On or before the inception of this Agreement, and annually thereafter for the duration of this Agreement (or longer if stated otherwise), Contractor and/or any subcontractors shall maintain the following insurance policies on a primary and non-contributing basis.

WORKER'S COMPENSATION/EMPLOYER'S LIABILITY:

Regardless of any "minimum requirements" of the State of Alabama, Contractor shall obtain Workers' Compensation insurance covering all workers involved in the Project. Where applicable, U.S. Longshore and Harbor Workers Compensation Act Endorsement and/or Maritime Coverage Endorsement shall be attached to the policy.

COMMERCIAL GENERAL LIABILITY:

Contractor shall also obtain Commercial General Liability insurance coverage including premises, products and complete operations coverage with the following minimums:

- $1,000,000 each occurrence (combined single limit for bodily injury and property damage)
- $1,000,000 Products/Completed Operations aggregate
- $1,00,000 Bodily Injury per person/organization
- $2,000,000 general aggregate per project

AUTOMOBILE LIABILITY:

Contractor shall also obtain a minimum of $1,000,000 combined single limit coverage per accident, including owned, hired and non-owned automobiles. *(If Contractor does not own an automobile, but one is used in the execution of the contract, then only "hired and non-owned coverage" is required. If a vehicle is not used in the execution of the contract, then automobile coverage is not required.)*

PROFESSIONAL LIABILITY INSURANCE:

Contractor shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional incurred. Coverage shall be at a minimum, $1,000,000.00 per event.

COMMERCIAL UMBRELLA LIABILITY:

Contractor shall also obtain Umbrella Liability over and above the limits of liability required in the Employers Liability, General Liability, Automobile Liability, and Professional Error and Omissions *(if required)* policies. The Umbrella coverage form will be at least as broad as the underlying policies. The Additional Insureds requirements of underlying policies shall also be met by the Umbrella. The Umbrella limits shall be sufficient so that the sum of the underlying and Umbrella limits shall be at least $2,000,000 per line of coverage.

CERTIFICATES OF INSURANCE

Contractor and/or any Subcontractor shall provide City of Mobile with valid certificates of insurance within two (2) days from the date of issuance of contract forms for execution verifying said insurance requirements have been met. Attached to each certificate of insurance, shall be a copy of the Additional Insured Endorsement that is part of the Contractor/Subcontractor's Commercial General Liability Policy. Policies must be issued by companies with an A.M. Best rating of A-VII or better. All deductibles or Self- Insured Retentions for each policy shall not exceed $10,000 unless otherwise indicated by City of Mobile. The Description section of the Certificate shall contain reference to the Project name. The Contractor shall ensure that each Subcontractor complies with the terms of this Section.

ADDITIONAL INSUREDS

These liability policies shall endorse City of Mobile as an **Additional Insured**. Coverage for City of Mobile and their officers, directors and employees as additional insureds shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Insurance Service Office (ISO) Additional Insured endorsement from CG2010 1185 Form B, or CG2010 1001 in conjunction with CG2037 1001, or an equivalent form that provides Additional Insured status for Products and Completed Operations. Forms that are limited to "liability arising out of your ongoing operations" or that do not extend to Products and Completed Operations are not acceptable. Should a separate excess and/or umbrella liability policy be used to satisfy the above required limits, said policy will also be endorsed to include the contractor, owner et al. as an additional insured. Additionally, Contractor agrees to continue to procure and maintain liability insurance coverage meeting these requirements for the statutory limitation of claims (or statute of repose, if applicable) after the Project completion.

The policies shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by City of Mobile shall be excess only and shall not be called upon to contribute with this insurance. A copy of each endorsement shall be attached to the Certificate of Insurance. The Certificate shall indicate the Certificate Holder as:

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

INSURANCE REQUIREMENTS FOR SUB-SUBCONTRACTORS

Contractor shall ensure that its subcontractors of any tier shall procure and maintain insurance that complies with the requirements set forth in this Attachment A, including the additional insured, primary and non-contributory and waiver of subrogation requirements. Copies of the certificate(s) must be provided prior to the sub-subcontractors entering the site.

CANCELLATION

Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be modified, canceled, changed, allowed to lapse, or expire for any reason without at least thirty (30) days written notice to City of Mobile. Not less than two (2) weeks prior to the expiration, cancellation, or termination of any such policy, the Contractor/Subcontractor shall supply City of Mobile with a new and replacement certificate of insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of City of Mobile and City of Mobile's parties as set forth above.

WAIVER OF SUBROGATION

Contractor shall waive its right to subrogation on each of the policies herein. If any of the policies do not permit the insured to enter into a pre-loss waiver, or voids coverage because of same, then this Waiver of Subrogation requirement shall not apply and Contractor shall obtain a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Insurance required by this Agreement shall be as broad as necessary to support the indemnification requirement in said contract or as broad as the indemnitor's insurance coverage, whichever is broader.

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: January 13, 2026

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:
1. OEC PO

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 13 January 2026 (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 Office Equipment Company of Mobile Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Office Equipment Company of Mobile Inc for 20 conference room chairs for Mayor's conference room.

General fund,

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $22,599.20

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 req.

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:

R E S O L U T I O N

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
6186	2026	(0510) MAYORS OFFICE	20 CONFERENCE ROOM CHAIRS FOR MAYOR'S CONFERENCE ROOM (PRICE BELOW BID REQUIREMENT)	$22,599.20	(150500) OFFICE EQUIPMENT COMPANY OF MOBILE INC

Adopted:

_____
City Clerk

Bill To	Requisition 00006186-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.05.0510.0510.0500.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
OFFICE EQUIPMENT COMPANY OF MOBILE INC	MAYORS OFFICE
104 E. I-65 SERVICE RD N.	205 GOVERNMENT STREET
	10TH FLR S TOWER ROOM 1008
	MOBILE, AL 36644
MOBILE, AL 36607	BRANDI.MONTGOMERY@CITYOFMOBILE.GOV
Tel#251-380-7469	Delivery Reference
Fax 251-479-2280	BRANDI MONTGOMERY
	Deliver To
	MAYORS OFFICE
	205 GOVERNMENT STREET
	10TH FLR S TOWER ROOM 1008
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/05/26	150500	01/15/26			MAYOR'S OFFICE

LN	Description / Account	Qty	Unit Price	Net Price
001	20 JSI jCosgrove Executive Conference High Back Swivel - 26d x 27w x 41 1/4 - 441 13/4h	20.00 EACH	1129.96000	22599.20
	1 1000.10.05.0510.0510.0500.0000.0000.47020.			22599.20

Ship To
MAYORS OFFICE
205 GOVERNMENT STREET
10TH FLR S TOWER ROOM 1008
MOBILE, AL 36644
Delivery Reference
BRANDI MONTGOMERY

Deliver To
MAYORS OFFICE
205 GOVERNMENT STREET
10TH FLR S TOWER ROOM 1008
MOBILE, AL 36644

Requisition Link

Requisition Total 22599.20

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

Account	Amount	Remaining Budget
1000.10.05.0510.0510.0500.0000.0000.47020.	22599.20	1077361.65
MAYOR'S OFFICE EXP EQUIPMENT (LESS THAN $5000)		

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

Bill To	Requisition 00006186-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.05.0510.0510.0500.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
OFFICE EQUIPMENT COMPANY OF MOBILE INC	MAYORS OFFICE
104 E. I-65 SERVICE RD N.	205 GOVERNMENT STREET
	10TH FLR S TOWER ROOM 1008
	MOBILE, AL 36644
MOBILE, AL 36607	BRANDI.MONTGOMERY@CITYOFMOBILE.GOV
Tel#251-380-7469	Delivery Reference
Fax 251-479-2280	BRANDI MONTGOMERY
	Deliver To
	MAYORS OFFICE
	205 GOVERNMENT STREET
	10TH FLR S TOWER ROOM 1008
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/05/26	150500	01/15/26			MAYOR'S OFFICE

LN	Description / Account	Qty	Unit Price	Net Price
	Activity Date Clerk	Comment		
	Queued 01/05/26 DONALD ROSE			
	Queued 01/05/26 SANDRA LEWIS			
	Queued 01/05/26 STEVEN KRONINGER			
	Queued 01/05/26 SAMANTHA COOLEY			
	Queued 01/05/26 JAMES NEESE			
	Queued 01/05/26 PATRICIA KENNEDY-JONES			
	Queued 01/05/26 REBECCA CRUMPLER			
	Queued 01/05/26 ANNE FOLEY			
	Queued 01/05/26 JOHN PAINE			

Authorized By: _____ Date: _____
Signature

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: January 13, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Teleflex Medical Inc. for 40 boxes of EZ-Intraosseous vascular access needle kits with 10 boxes of stabilizer dressings for MFRD.

Amount of Contract:
$22,500.00

Funding Source
General fund - EMS expense

ATTACHMENTS:
1. 20260105 Teleflex Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 13 January 2026 (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 Teleflex Medical, Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Teleflex Medical Inc. for 40 boxes of EZ-Intraosseous vascular access needle kits with 10 boxes of stabilizer dressings for MFRD.
General fund - EMS expense

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $22,500.00

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: Price below bid requirement.

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

How many bidders submitted bids (if applicable): na

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

_____

_____

R E S O L U T I O N

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
6043	2026	(1510) FIRE ADMINISTRATION	40 BOXES OF EZ-INTRAOSSEOUS VASCULAR ACCESS NEEDLE KITS WITH 10 BOXES OF STABILIZER DRESSINGS (PRICE BELOW BID REQUIREMENT)	$22,500.00	(293427) TELEFLEX MEDICAL INC

Adopted:

_____
City Clerk

Bill To	Requisition 00006043-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6120.70.15.0000.0000.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
TELEFLEX MEDICAL INC	FIRE CENTRAL SUPPLY
3015 CARRINGTON MILL BLVD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
MORRISVILLE, NC 27560	RICHARDSONV@CITYOFMOBILE.ORG
Tel#866-246-6990	Delivery Reference
Fax 866-804-9881	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/31/25	293427				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER QUOTE 0552129			
001	EZ-IO NEEDLE SET 25MM, EACH SET INCLUDES A 15 GAUGE STERILE EZ-IO NEEDLE, EZ-CONNECT, PATIENT WRIST BAND, AND NEEDLE VISE SHARPS BLOCK, 5/BOX, ITEM #9001-VC-005, NO SUBS. Vendor Item Inventory Item/Loc 13639	20.00 BOX	550.00000	11000.00
	1 6120.70.15.0000.0000.1510.0000.0000.44020.			11000.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
002	EZ-IO NEEDLE SET 45MM, EACH SET	20.00	550.00000	11000.00

Bill To	Requisition 00006043-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 910520704 Status: Approved Page 2

Vendor	Ship To
TELEFLEX MEDICAL INC 3015 CARRINGTON MILL BLVD MORRISVILLE, NC 27560 Tel#866-246-6990 Fax 866-804-9881	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
12/31/25	293427				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	INCLUDES A 15 GAUGE STERILE EZ-IO NEEDLE, EZ-CONNECT, PATIENT WRIST BAND, AND NEEDLE VISE SHARPS BLOCK, 5/BOX, ITEM #9079-VC-005, NO SUBS. Vendor Item Inventory Item/Loc 16040	BOX		
	1 6120.70.15.0000.0000.1510.0000.0000.44020.			11000.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
003	NEEDLE STABILIZER, EZ-IO , EZ-STABILIZER, LATEX FREE 5.75" X 5.25" X 1.25", MFG ITEM #9066-VC-005, 5/BOX, NO SUBS. Vendor Item Inventory Item/Loc 16518	10.00 BOX	50.00000	500.00
	1 6120.70.15.0000.0000.1510.0000.0000.44020.			500.00

Bill To	Requisition 00006043-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6120.70.15.0000.0000.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
TELEFLEX MEDICAL INC	FIRE CENTRAL SUPPLY
3015 CARRINGTON MILL BLVD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
MORRISVILLE, NC 27560	RICHARDSONV@CITYOFMOBILE.ORG
Tel#866-246-6990	Delivery Reference
Fax 866-804-9881	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/31/25	293427				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Requisition Link

Requisition Total 22500.00

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

Account	Amount	Remaining Budget
6120.70.15.0000.0000.1510.0000.0000.44020.	22500.00	2946877.48
EMERGENCY MEDICAL SVCS EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
CCancelled	01/02/26	SAMANTHA COOLEY	GL Allocation, GL Allocation,
Approved	01/02/26	DONALD ROSE	Auto approved by: 910520704
Approved	01/02/26	SANDRA LEWIS	Auto approved by: 910520704
Approved	01/02/26	STEVEN KRONINGER	Auto approved by: 910520704
Approved	01/02/26	SAMANTHA COOLEY	
Approved	01/02/26	JAMES NEESE	Auto approved by: 910520704
Approved	01/02/26	PATRICIA KENNEDY-JONES	Auto approved by: 910520704

Bill To	Requisition 00006043-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 910520704 Status: Approved Page 4

Vendor	Ship To
TELEFLEX MEDICAL INC 3015 CARRINGTON MILL BLVD MORRISVILLE, NC 27560 Tel#866-246-6990 Fax 866-804-9881	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
12/31/25	293427				FIRE ADMINISTRATION

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	01/02/26	REBECCA CRUMPLER		Auto approved by: 910520704	
	Approved	01/02/26	ANNE FOLEY		Auto approved by: 910520704	
	Approved	01/02/26	JOHN PAINE		Auto approved by: 910520704	

Authorized By: _____ Date: _____
Signature

CAPITAL CONTRACT SUMMARY SHEET

Attached

AGENDA ITEM SUMMARY SHEET

Agenda of: January 13, 2026

Submitted by:
Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:
Spiro Cheriogotis, INACTIVE
CJ Small, Councilmember

Purpose and Scope of Project:
To provide additional funding to the Contract for providing Construction Administration (CA) Services for the Construction Phase, additional design services to modify the original Civil/Electrical Design to accommodate the new housing development adjacent to the project and modification of the restrooms not included in the original design scope of services.

Amount of Contract:
$190,725.00 total amount of change order

Funding Source
C0538

ATTACHMENTS:
1. Contract Amendment
2. Resolution Taylor Park (002)

REVIEWERS:
Stacey Howard
Carleen Stout
Brenda Rhodes
Cherlina Monteiro
James Barber

LEGAL DEPARTMENT — CONTRACT REVIEW COVER SHEET [REVIEW # ____]

To: EMMA DEAN / REAM
Requester / Department

From: City of Mobile Legal Department
Date: 12/23/25
CityLaw ID: A25-1079
Project / Contract Title: CHANGE ORDER / CIP TAYLOR PARK COMMUNITY CENTER IMPROVEMENTS
Vendor / Consultant: WATERMARK DESIGN GROUP, LLC

I. DOCUMENTS SUBMITTED FOR LEGAL REVIEW (✓ all that apply)

☐ Contract / Agreement / MOU / Easement
☐ Exhibit A – Scope of Work
☐ Exhibit B – Compensation or Fee Schedule
☐ Exhibit C – Insurance Requirements
☐ Certificate of Insurance (COI)
☐ Endorsements
☐ Resolution
☐ Amendment(s)
■ Change Order(s)
☐ Contract Prior Amendments/Change Orders
☐ E-Verify documents
☐ Other (specify): _____

II. LEGAL REVIEW STATUS

■ **Approved as to Legal Form and Compliance** — All submitted documents have been reviewed and approved for legal compliance.

☐ *Requires revision before final approval*

III. FOR CIVICPLUS AND ADOBE MATTERS
[The following items were not submitted to Legal for Review]

☐ Contract / Agreement / MOU / Easement
☐ Exhibit A – Scope of Work
☐ Exhibit B – Compensation or Fee Schedule
☐ Exhibit C – Insurance Requirements
☐ Certificate of Insurance (COI)
☐ Endorsements
■ Resolution
☐ Amendment(s)
☐ Change Order(s)
☐ Contract Prior Amendments/Change Orders
☐ E-Verify documents
■ Other (specify): PLEASE ROUTE THROUGH CIVICPLUS WITH A RESOLUTION

_____

_____

V. LEGAL DEPARTMENT SIGN-OFF

BRYAN HORSLEY — **Reviewed By**
12/23/25 — **Date**

CHANGE ORDER REQUEST FORM
AMENDMENT
CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM ARCHITECTURAL ENGINEERING DEPT. 3030

DATE OF REQUEST: 12/15/2025

CHANGE ORDER: ☐(when money is available in project's budget; from project to contract)

VENDOR NAME: WATERMARK DESIGN GROUP LLC V#271288

DISTRICT#: Select Item. 3

DEPT. PROJECT#: PR-003-24

REQUEST: Please Select option. $ 190,725.00 from Capital Project#/Title:
C0538 CIP TAYLOR PARK-COMMUNITY CENTER IMPROVEMENT

to contract# 5036.

Total amount of Change Order: $ 190,725.00

Current contract amount: $ 470,000.00

Revised contract amount: $ 660,725.00

Comments: THE CONTRACT SUM SHOWS THE ADDITIONAL DESIGN SERVICES TO MODIFY ORIGINAL CIVIL/ELECTRICAL DESIGN AND MEN'S AND WOMEN'S RESTROOMS.

PLUS, CONTRACT ADMENDMENT SERVICES FOR CONSTRUCTION PHASE.

Marilyn Bullard
Employee signature

Approval signature

Created by B. Rhodes 3/15/2022

Volkert, Inc.
11 N. Water Street
RSA Tower
Suite 18290
Mobile, AL 36602
www.volkert.com

December 04, 2025

Project: Taylor Park Community Center PR-003-24 (C0538)

Subject: Recommendation for Approval of Amendment 01 to Watermark Design Group, LLC. Contract 5036.

Volkert recommends approval of the attached Amendment 01 to Watermark Design Group, LLC. Contract 5036. This amendment provides for the following

- Add $143,085.00 to provide Contract Administration Services for the Construction Phase of the project.
- Add $26,180.00 to provide additional design services to modify the original Civil/Electrical Design to accommodate the new housing development adjacent to the project not included in the original design scope of services.
- Add $21,460.00 to modify the Men's and Women's Restrooms.

Original Contract Sum	$ 470,000.00
Net change by previously authorized Amendments	$ 0.00
Contract Sum prior to this Amendment	$ 470,000.00
Net Contract change by this Amendment	$ 190,725.00
New Contract Sum including this Amendment	$ 660,725.00

This increase in the Contract value, including all previous additive amendments, is exceeds 10% of the original Contract value and requires City Council approval.

It is further recommended that this Amendment 01 be funded from the unencumbered monies in Munis Project C0538.

Sincerely,

Brandon J. Miller
Senior Project Manager
Volkert, Inc.

Cc: Carleen Stout-Clark, City of Mobile

CITY OF MOBILE

P. O. Box 1827
Mobile, AL 36633-1827

PROJECT NAME: Taylor Park Community Center

AMENDMENT NO.: 01

PROJECT ADDRESS: 1050 Baltimore Street

DATE: December 15, 2025

ARCHITECT: Watermark Design Group, LLC.
2970 Cottage Hill Road, Suite
Mobile, Al 36606

PROJECT NO.: PR-003-24 (C0538)
CONTRACT DATE: September 10,2024
CONTRACT NO.: 5036

THE CONTRACT IS CHANGED AS FOLLOWS: To provide additional funding to the Contract for providing Construction Administration (CA) Services for the Construction Phase, additional design services to modify the original Civil/Electrical Design to accommodate the new housing development adjacent to the project and modification of the restrooms not included in the original design scope of services.

- $143,085.00 for CA Services
- $26,180.00 for Civil Redesign
- $21,460.00 for Restroom Modifications

Total increase in Contract value of $190,725.00.

Original Contract Sum	$ 470,000.00
Net change by previously authorized Amendments	$ 0.00
Contract Sum prior to this Amendment	$ 470,000.00
Net Contract change by this Amendment	$ 190,725.00
New Contract Sum including this Amendment	$ 660,725.00

NOT VALID UNTIL SIGNED BY THE CONSULTANT AND OWNER.

CITY OF MOBILE

P. O. Box 1827
Mobile, AL 36633-1827

Watermark Design Group, LLC.

John A. McArthur III
CONSULTANT:

SIGNATURE

John A. McArthur, III, Architect/President
(*Printed Name/Title*)

12-5-2025
DATE

Real Estate Asset Management

CITY OF MOBILE

SIGNATURE

Carleen Stout, Director

1/7/26
DATE

SIGNATURE

SPIRO CHERIOGOTIS, MAYOR (OWNER)

DATE

ATTEST:

CITY CLERK

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/30/2025

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: Kirsten Crosby	
PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	PHONE (A/C, No, Ext): (334) 386-3968	FAX (A/C, No):
	E-MAIL ADDRESS: kcrosby@turnerfirst.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Zurich American Insurance Co.	16535
INSURED	INSURER B :	
Watermark Design Group, LLC 2970 Cottage Hill Road, Ste. 190 Mobile, AL 36606	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	GLO 3534778-03	2/1/2025	2/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Contractual Liab.						MED EXP (Any one person)	$ 10,000
	X XCU Included						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO		X	BAP 3534779-03	2/1/2025	2/1/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH)	N / A	X	WC 3534777-03	2/1/2025	2/1/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Auto Physical Damage			BAP 3534779-03	2/1/2025	2/1/2026	Various deductibles	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: PR-003-24 (Taylor Park – New Community Center)

City of Mobile is named additional insured on a primary and noncontributory basis as respect General Liability and Automobile Liability where required by written contract. A waiver of subrogation applies in favor of City of Mobile as respect General Liability, Automobile Liability, and Workers Compensation where required by written contract. Thirty (30) days written notice of cancellation applies where required by written contract.

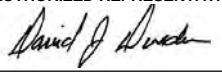
CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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September 19, 2025

Architectural Engineering Department
City of Mobile
205 Government Street
Mobile, Alabama 36633

Attention: Brandon Miller

Regarding: Proposal for Professional Construction Administration Services
Taylor Park Community Center – CA Services

Mr. Miller,
Watermark Design Group, LLC (Watermark) is pleased to provide the City of Mobile with the proposal outlined herein for the Construction Administration related services for the improvements at the Taylor Park Community Center located at 50 Baltimore Street, Mobile, AL 36605.

Project Understanding

Our proposal was developed based on Construction Phase of the previously submitted Designs for the City of Mobile including permitting coordination, bidding phase coordination, and construction phase coordination.

Work Activities and Deliverables

The following tasks are the proposed design phases with an outline of the activities and examples of deliverables that we anticipate using for this project.

Construction Administration Services Phase

- The project team will collaborate with the City of Mobile Permitting Department for Plans Review as a portion of the Permit process including Building, Civil Land Disturbance, and NPDES. Our team will provide responses to comments and amend the documents as needed for the general scope approval. If a major renovation to the plans is needed, additional discussions with the City will be required.
- Our team will assist in the Bidding Process, inclusive of responses to RFIs and amending of the Construction Documents through Addenda as needed.

- Our team will provide basic Construction Administration services; including limited site observations in the form of bi-weekly OAC meetings, Contractor's pay application review, and Construction RFIs for the construction duration.

Assumptions/Exclusions

- All design elements have been provided during the Construction Documents phase.
- Any permitting and/or review fees (Land Disturbance, Right of Way, or Building) will be submitted as a cost plus reimbursable.
- No Special Inspections or Construction Materials Testing services are included and/or provided as a portion of this proposal, but could be provided on a T&M basis upon request.
- ADEM Observations and Reporting is provided as an Hourly NTE $9,240.

Summary of Cost & Professional Services Fees

For Development of this proposal, we have assumed the following lump sum fees.

Fee Breakdown	
Construction Administration Phase	
Bidding & Permitting Assistance	$18,400.00
ADEM Erosion Control Observation & Reporting Services	$9,240.00
Land Disturbance / NPDES Permit	$8,400.00
Bidding Coordination & Addenda	$10,000.00
Construction Administration Assistance	
Architectural & Project Management	$25,500.00
Structural	$10,000.00
Mech, Electrical, Plumbing (DBE)	$31,075.00
Civil Site and Landscape	$30,470.00
Total for Professional Services:	**$143,085.00**

*Note: CMT Testing and Special Inspection Services will not be provided as a portion of this proposal. If these services are needed, a separate proposal can be provided for review and approval by the Owner prior to initiation of those services. Please note, this proposal is good for 30 days from the date issued. If the assumptions stated above should change, and the facility grows larger or smaller than the anticipated size, we would request an opportunity to discuss Amendments to the Contract with the City.

Schedule

We are prepared to commence work upon receiving a fully executed contract. We anticipate that the construction contract duration will last 320 days, barring any unforeseen delays. If the time shall extend, an additional services amendment may apply.

The Watermark team is excited about the opportunity to be a part in helping expand and shape the future of this park. If you have any additional questions or need any clarification on this proposal, please feel free to reach out to me at ngray@watermarkarch.com and/or 251-344-5515.

For the Firm,
Watermark Design Group, LLC



John (Sandy) A. McArthur III, AIA
Principal Architect / President



Nicholas W. Gray, AAIA
Architectural Team Lead /
Project Manager

September 19, 2025

Architectural Engineering Department
City of Mobile
205 Government Street
Mobile, Alabama 36633

Attention: Brandon Miller

Regarding: Proposal for Professional Design Services
Taylor Park Community Center – Amendment for Site Modifications – Rev1

Mr. Miller,
Watermark Design Group, LLC (Watermark) is pleased to provide the City of Mobile with the proposal outlined herein for the Design related services for the modifications to the Construction Documents for the Taylor Park Community Center located at 50 Baltimore Street, Mobile, AL 36605.

Project Understanding

Our proposal was developed based on an understanding that the City of Mobile is looking to develop the adjacent parcel to the existing Community Center, thus updating the following improvements within our design documents: additional site grading and stormwater retention, rework of the proposed site lighting, and set up for potential future improvements.

Work Activities and Deliverables

The following tasks are proposed to amend the design, with an outline of the activities and examples of deliverables that we anticipate.

Additional Site Civil Design (Task 1)

- Revisions to construction documents to incorporate a regional storm facility serving Taylor Park site and proposed future development, and future ball field.
  - Focus will be on grading and drainage, but there will be layout and demo revisions involved to accommodate some initial leveling / fill of the future field pad and site access.
  - KH will define a target impervious number for future improvements based on the CAD file shared and size the pond to receive up to 10% additional impervious. That number will be fixed.
- Revisions and resubmittal of the ADEM Permit and response to new comments from City of Mobile Land Development Permit staff.

  - Revision to the Maintenance and Operating Plan.
- Limited additional bid assistance including a future ASI / Addendums to bid set upon contractors NTP.

Additional Site Electrical Design (Task 2)

- Revisions to the overall site with respect to the potential future development and improvements as provided within the CAD file form the City.
  - Including but not limited to, removal of the sidewalk and bollard lighting to the neighboring housing complex, rework of the site lighting along the walking trail at the rear of the site as needed.

Additional Architectural Design & Management Coordination (Task 3)

- Coordination of design disciplines for the revisions to the Site based on CAD file and potential future development as presented by the City. Development and issuance of addenda during the Bidding Phase to reflect these changes.

Summary of Cost & Professional Services Fees

Please see the lump sum fees below associated with the phases and tasks identified above.

Fee Breakdown	
Task 1 – Site Civil Design Services	$17,930.00
Task 2 – Site Electrical Design Services	$2,750.00
Task 3 – Architectural Design Services	$5,500.00
Total for Professional Services:	**$26,180.00**

*Note: Permitting, Bidding and Procurement, Construction Administration, CMT Testing, and Special Inspection Services will not be provided as a portion of this proposal. A separate proposal will be provided for review and approval by the Owner prior to initiation of those services. Please note, this proposal is good for 30 days from the date issued. If the assumptions stated above should change, and the facility grows larger or smaller than the anticipated size, we would request an opportunity to discuss Amendments to the Contract with the City.

Schedule

We are prepared to commence work upon Notic to Proceed from the City. We anticipate that the design for this project could be completed within 3-weeks barring any unforeseen delays.

The Watermark team is excited about the opportunity to be a part in helping expand and shape the future of this park. If you have any additional questions or need any clarification on this proposal, please feel free to reach out to me at ngray@watermarkarch.com and/or 251-344-5515.

For the Firm,
Watermark Design Group, LLC

John (Sandy) A. McArthur III, AIA
Principal Architect / President

Nicholas W. Gray, AAIA
Architectural Team Lead /
Project Manager

Re: CoM Taylor Park Community Center - Amendment for Site Modifications

NG Nicholas Gray <ngray@watermarkarch.com>
To Brandon Miller

Reply | Reply All | Forward

Tue 9/23/2025 3:10 PM

You replied to this message on 9/23/2025 3:23 PM.
If there are problems with how this message is displayed, click here to view it in a web browser.

External Email

Yes sir, it is based on an assumed number of hours based on our standard rates for our team to update revised base plans and to coordinate the issuance of those plans and any RFIs within future Addenda. (Please see anticipated below.)

Senior Designer - $130 / Hour x 16 = $2,080
Interior Designer - $155 / Hour x 10 = $1,550
Senior Project Manager - $235 / Hour x 8 = $1,880
Total Estimated Fees: $5510

Since we are providing this level of information, if the time requirements extend over the presumed, is their room for future adjustments/amendments? Just wondering since the City does not typically ask for these details with our proposals.

Thank you,
Nic Gray
Watermark Design Group, LLC
251-490-1472

Outlook

RE: Baltimore Street Apartments Cad File

From Martin, Adam <Adam.Martin@kimley-horn.com>
Date Wed 9/17/2025 5:37 PM
To Nicholas Gray <ngray@watermarkarch.com>; Claudia Hymel <chymel@watermarkarch.com>
Cc Channell, Hunter <Hunter.Channell@kimley-horn.com>; Landry, Jared <Jared.Landry@kimley-horn.com>; Black, Brandon <Brandon.Black@kimley-horn.com>; Jones, Brock <Brock.Jones@kimley-horn.com>

-- [EXTERNAL EMAIL] Please Use Caution --

Nic, Claudia,
Below is a scope outline and fee. I did double check with permitting, George Davis, and he confirmed we would be able to resubmit the changes under our current process. No restart based on that conversation.

Amendment Scope Includes:

- Revisions to construction documents to incorporate a regional storm facility serving Taylor Park site and proposed future development, and future ball field.
  - Focus will be on grading and drainage, but there will be layout and demo revisions involved as we discussed yesterday to accommodate some initial leveling / fill of the future field pad and site access.
  - KH will define a target impervious number for future improvements based on the CAD file shared and size the pond to receive up to 10% additional impervious. That number will be fixed.
- Revisions and resubmittal of the ADEM Permit and response to new comments from City of Mobile Land Development Permit staff.
  - Revision to the Maintenance and Operating plan.
- Limited additional bid assistance including a future ASI / Addendums to bid set upon contractors NTP.

Fee is $16,300.

Please note that fee is much leaner than the range we initially assumed, and the pace at which we're being asked to move.

If we can get an email NTP as a form of execution, we can formalize the amendment later so that we can stay on schedule. We'd like to get started ASAP, but if we need to wait on a formal NTP or revisit scope and fees we may need to have another conversation about schedule expectations.

Adam Martin, PLA
Kimley-Horn | 11 North Water Street, RSA Battle House Tower, Suite 9290, Mobile, AL 36602
Office: 251 436 1776 | Mobile: 662 694 0018
Email: adam.martin@kimley-horn.com

From: Roberts, James <james.roberts@cityofmobile.org>
Sent: Tuesday, September 16, 2025 4:30 PM
To: brandon.miller@volkert.com; McIntyre, Shannon <shannon.mcintyre@cityofmobile.org>; Stout, Carleen

JAGUAR CONSULTING
CHRISTINA MARIE P.E.
251.455.9189

SBA
U.S. Small Business Administration
EDWOSB CERTIFIED

September 18, 2025

Mr. Nic Gray
Watermark Design
2970 Cottage Hill Road
Suite 200
Mobile, AL 36606

Re: Engineering Services Fee Proposal
Taylor Park Renovations – Additional Services for Site Revisions

Nic,

We propose to render professional engineering services for the above-mentioned project. The owner of this project is the City of Mobile. The scope of work for Jaguar Consulting is to provide design documents for additional services to modify the site lighting to accommodate future site buildout. Specific design would include modifications to delete the site lighting at the sidewalk towards the new neighborhood and most of the site lighting at the rear and adding in panel capacity for future site lighting / baseball lighting?

We propose to render services and make submittals as follows:

100% Construction Documents and specifications	$2,500.00

We propose a total fee of $2,500.00.

We trust you will keep us informed of the Owner's requirements and budget changes, and provide us the full scope of work, required surveys, existing as-built drawings, and any special or extraordinary considerations or services needed. We will prepare the AutoCAD base drawings for this project.

We request that you inform us of changes in the time of performance in writing. We will endeavor to accommodate any changes, but we reserve the right to negotiate with you additional compensation or time.

Jaguar Consulting will provide your firm with .pdf files of drawings and specifications.

We are prepared to schedule the work immediately. If my understanding of the scope is correct and the fee is acceptable, please sign below and return.

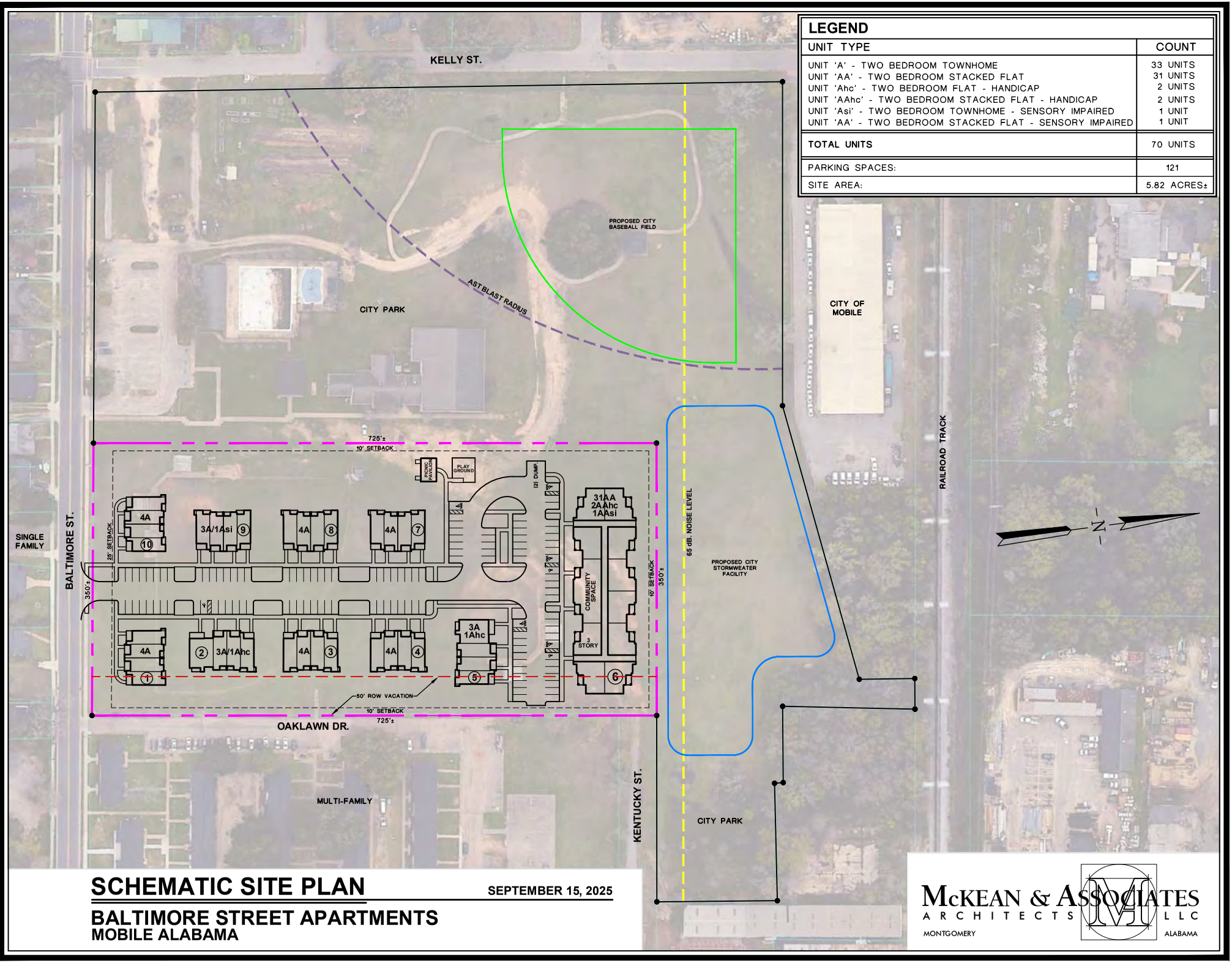
Thank you for the opportunity to work with you on this project. If you have any questions, please do not hesitate to give me a call.

Sincerely:

Christina Marie, P.E.
PE 50660 - ECA 50377
Jaguar Consulting, LLC
JaguarEngineers@Yahoo.com

Approved by: _____

Date: _____



LEGEND	
UNIT TYPE	COUNT
UNIT 'A' - TWO BEDROOM TOWNHOME	33 UNITS
UNIT 'AA' - TWO BEDROOM STACKED FLAT	31 UNITS
UNIT 'Ahc' - TWO BEDROOM FLAT - HANDICAP	2 UNITS
UNIT 'AAhc' - TWO BEDROOM STACKED FLAT - HANDICAP	2 UNITS
UNIT 'Asi' - TWO BEDROOM TOWNHOME - SENSORY IMPAIRED	1 UNIT
UNIT 'AA' - TWO BEDROOM STACKED FLAT - SENSORY IMPAIRED	1 UNIT
TOTAL UNITS	70 UNITS
PARKING SPACES:	121
SITE AREA:	5.82 ACRES±

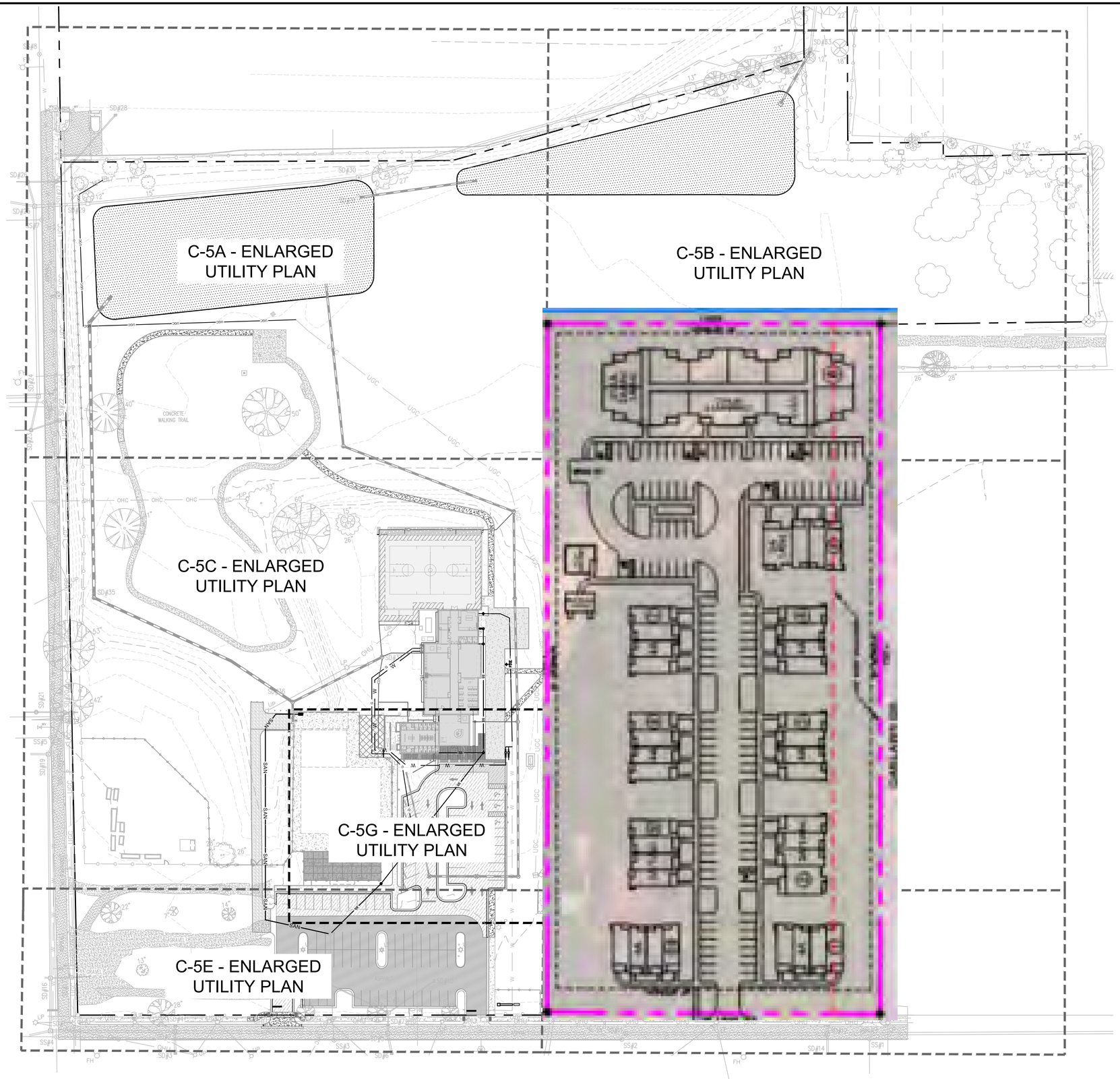
SCHEMATIC SITE PLAN

SEPTEMBER 15, 2025

BALTIMORE STREET APARTMENTS
MOBILE ALABAMA

McKEAN & ASSOCIATES ARCHITECTS LLC
MONTGOMERY ALABAMA

- 9/11/2025 11:33:49 AM



UTILITY NOTES:

1. ALL SANITARY SEWER CLEANOUTS IN PAVED AREAS SHALL HAVE A BRASS CAP SET FLUSH WITH THE PROPOSED GRADE.
2. CONTRACTOR SHALL COORDINATE UTILITY CONNECTION AND REROUTING LOCATIONS WITH APPLICABLE AGENCIES.
3. ALL UTILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF MOBILE SANITARY SEWER AND WATER STANDARDS AND SPECIFICATIONS.
4. ALL PIPE LENGTHS SPECIFIED IN THESE PLANS ARE THE HORIZONTAL DISTANCE AND ARE SHOWN FOR REFERENCE ONLY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE ACTUAL LENGTHS BASED ON PROPOSED PIPE SLOPE. PIPE LENGTHS IN PLANS ARE MEASURED FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE UNLESS OTHERWISE NOTED.
5. UTILITIES MAY EXIST WHICH ARE NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES HAVING UTILITIES WITHIN OR ADJACENT TO THE WORK AREA. THE CONTRACTOR SHALL HAVE THE UTILITIES FIELD LOCATED AND COORDINATE WITH THE UTILITY COMPANIES TO HAVE CONFLICTS RELOCATED WHEN NECESSARY OR ADAPTED FOR TIE-INS.
6. ALL UTILITY CONNECTIONS END AT 5' OUTSIDE OF THE BUILDING FOOTPRINT. REFER TO ARCHITECTURAL, MECHANICAL, ELECTRICAL, AND PLUMBING PLANS FOR BUILDING LAYOUT AND INTERNAL UTILITY SERVICE.
7. ALL ONSITE UTILITIES SHALL BE LOCATED UNDERGROUND.
8. CONTRACTOR TO FIELD VERIFY EXISTING INVERT FOR SANITARY SEWER SERVICE CONNECTIONS PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY ENGINEER OF DISCREPANCY PRIOR TO PROCEEDING.

UTILITY LEGEND:

- W — DOMESTIC WATER SERVICE
- W — DOMESTIC WATER SERVICE (FIRE)
- UGP — PROPOSED ELECTRIC LINE
- G — NATURAL GAS SERVICE LINE
- SAN — SANITARY SEWER LOW PRESSURE FORCE MAIN
- SS — SANITARY SEWER GRAVITY SEWER LATERAL
- RD — ROOF DRAIN
- UGC — UNDERGROUND CABLE
- SANITARY SEWER CLEANOUT
- SANITARY SEWER MANHOLE
- SANITARY SEWER GREASE TRAP
- SANITARY SEWER INLINE POOL PUMP
- WATER VALVE
- FIRE DEPARTMENT CONNECTION (FDC)
- FIRE HYDRANT
- WATER MAIN TAPPING SLEEVE
- WATER CONNECTIONS AND BENDS

GRAPHIC SCALE IN FEET
0 25 50 100

Kimley»Horn

© 2025 KIMLEY-HORN AND ASSOCIATES, INC.
11 NORTH WATER STREET, RSA BATTLE HOUSE TOWER
SUITE 9290, MOBILE, AL 36602
PHONE: (251) 263-8350
WWW.KIMLEY-HORN.COM

REV	DATE	DESCRIPTION

ALABAMA LICENSED PROFESSIONAL ENGINEER 09/12/25 JARED D. LANDRY
09-12-2025

watermark DESIGN
2970 Cottage Hill Road, Suite 200 | Mobile, AL 36606 | 251.344.5515

CITY OF MOBILE PROJECT NO: PR-003-24
TAYLOR PARK
NEW COMMUNITY CENTER & SITE IMPROVEMENTS
1050 BALTIMORE STREET, MOBILE, ALABAMA 36605

THIS DRAWING REPRESENTS DESIGNS PREPARED BY WATERMARK DESIGN GROUP, LLC FOR SPECIFIC USE ON THIS PROJECT AND IS NOT TO BE REUSED, COPIED, REPRODUCED, OR ALTERED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE WATERMARK DESIGN GROUP, LLC REPRESENTATIVE AUTHORIZED TO APPROVE THIS USE. UNAUTHORIZED USE IS AT THE USER'S SOLE RISK AND WITHOUT ANY LIABILITY OR LEGAL EXPOSURE TO WATERMARK DESIGN GROUP, LLC, AND IS SUBJECT TO LEGAL ACTION UNDER STATE AND FEDERAL LAW. ANY SUCH UNAUTHORIZED USE IN THIS MANNER SHALL CONSTITUTE ACCEPTANCE OF THE FOREGOING TERMS.

SHEET TITLE: OVERALL UTILITY PLAN

PROJECT STATUS:	90% DESIGN DEVELOPMENT	Designed:	CHC
ISSUE DATE:	MAY 09, 2025	Checked:	SAM
PROJECT NO:	24-1101-0131		
Drawn:	BMB		

SHEET NUMBER: C-5

- K:\MOB_Civil\142920 - City of Mobile\004 - Taylor Park\CADD\PlanSheets\C-5 UTILITY PLAN.dwg

December 1, 2025

Architectural Engineering Department
City of Mobile
205 Government Street
Mobile, Alabama 36633

Attention: Brandon Miller

Regarding: Proposal for Professional Design Services
Taylor Park Community Center – Amendment for Restroom Redesign – Rev0

Mr. Miller,
Watermark Design Group, LLC (Watermark) is pleased to provide the City of Mobile with the proposal outlined herein for the Design related services for the restroom modifications to the Construction Documents for the Taylor Park Community Center located at 50 Baltimore Street, Mobile, AL 36605.

Project Understanding

Our proposal was developed based on an understanding that the City of Mobile is looking to redesign the current Bid Documents to provide separate men's and women's restroom and changing rooms in lieu of unisex, single use stalls at the New Community Center. The redesign will include architectural, interior design, lighting, mechanical, and plumbing revisions.

Work Activities and Deliverables

The following tasks are proposed to amend the design, with an outline of the activities and examples of deliverables that we anticipate.

Additional Restroom Redesign

- Revisions to construction documents to incorporate a separate men's and women's restroom within the current 'restroom wing' serving the Taylor Park Pool and Community Center.
  - Architectural & Interior Design Modifications:
  - Mechanical, Plumbing, & Electrical Modifications:
- Revisions will be resubmitted to the City of Mobile Permitting / Plans Reviewer for review during the current CSS Process.

Summary of Cost & Professional Services Fees

Please see the lump sum fees below associated with the phases and tasks identified above.

Fee Breakdown	
Architectural & Interior Design Services	$12,500.00
Mechanical & Plumbing Design Services	$8,000.00
Additional Permitting Coordination	$960.00
Total for Professional Services:	**$21,460.00**

*Note: Please note, this proposal is good for 30 days from the date issued. If the assumptions stated above should change, and the facility grows larger or smaller than the anticipated size, we would request an opportunity to discuss Amendments to the Contract with the City.

Schedule

We are prepared to commence work upon Notic to Proceed from the City. We anticipate that the design for this project could be completed within 3-weeks barring any unforeseen delays.

The Watermark team is excited about the opportunity to be a part in helping expand and shape the future of this park. If you have any additional questions or need any clarification on this proposal, please feel free to reach out to me at ngray@watermarkarch.com and/or 251-344-5515.

For the Firm,
Watermark Design Group, LLC

John (Sandy) A. McArthur III, AIA
Principal Architect / President

Nicholas W. Gray, AAIA
Architectural Team Lead /
Project Manager

01-850 **2024**

RESOLUTION

2024

Sponsored by:
Mayor William S. Stimpson and Councilmember C.J. Small

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

Name of Company:	Watermark Design Group, LLC
Project Name:	CIP Taylor Park – Community Center Improvements
Project Number:	PR-003-24
Amount:	$470,000.00

Adopted: SEP 10 2024

Lana Pafenbach
City Clerk
ASSISTANT

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP Taylor Park – Community Center Improvements

CAPITAL PROJECT #: C0538 (20002000-42200)

CONTRACT AMOUNT: $470,000.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-003-24

PROJECT DESCRIPTION: Planning and Design related services for improvements at the Taylor Park Community Center.

VENDOR NAME: Watermark Design Group, LLC

VENDOR NUMBER: 271288

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

If different, indicate special rate _____

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

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

Prepared by: Emma Dean – Office Assistant I **Date:** 07/19/2024

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 10 day of September in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

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

and the Architect:
(Name, legal status, address and other information)

Watermark Design Group, LLC
2410 Dauphin Street, Bldg B
Mobile, Al 36607
City of Mobile Business License No.: 54823
Secretary of State Registration No.: 000-601-999

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

Taylor Park – Community Center Improvements
1050 Baltimore Street
Mobile, Alabama 36605
Project Number: PR-003-24
Scope: Planning and Design related services for the improvements at the Taylor Park Community Center

The Owner and Architect agree as follows.

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

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

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. and in Exhibit A, Proposal for Architectural Services for: Taylor Park – Community Center Improvements and in Exhibit 1, Insurance Requirements.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

As provided in the consultant's fee proposal dated June 17, 2024, respectively.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Planning and Design related services for the improvements at the Taylor Park Community Center.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

The estimated cost of construction at Taylor Park – New Community Center 1050 Baltimore Street Mobile, Alabama 36605 is Six Million Five Hundred Thousand 00/100 Dollars ($6,500,000.00).

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

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Thirty percent (30%), sixty percent (60%), and ninety percent (90%) completions.

.2 Construction commencement date:

Immediately upon receipt of written Notice to Proceed

.3 Substantial Completion date or dates:

Within One Hundred Eighty (180) days from the Notice to Proceed.

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

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

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors, as required, and if not expressly included as a reimbursable expenses provided by the Architect's Fee Proposal, Exhibit A:
(List name, legal status, address, and other contact information.)

.1 Surveyor:

Wattier Surveying, Inc.
4318 Downtown Loop North, Suite H
Mobile, AL 36609

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.2
(Paragraphs deleted)
Other, if any:
(List any other consultants and contractors retained by the Owner.)

TBD

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Nicholas W. Gray, Assoc. AIA
Watermark Design Group, LLC
2410 Dauphin Street, Bldg B
Mobile, Al 36607
ngray@watermarkarch.com
251-344-5515

§ 1.1.11 The Engineer shall retain the consultants identified in Sections 1.1.11.1 and as described in Exhibit A:

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Architect:

Watermark Design Group, LLC
2410 Dauphin Street, Bldg B
Mobile, Al 36607

.2 MED Engineer:

Jaguar Consulting, LLC
8658 Capital Dr. North
Mobile, AL 36695

.3 Structural Engineer:

Thompson Engineering Inc.
2970 Cottage Hill Rd.
Mobile, AL 36606

.4 Civil Engineering and Landscape Architecture:

Kimley-Horn and Associates, Inc.
11 North Water Street
RSA Battle House Tower
Suite 10290
Mobile Al 36602

(Paragraphs deleted)
§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

(Paragraph deleted)

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ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals, and shall affix a seal representing such licensure to all documents, as required.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Section 1.1.4 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

(Paragraph deleted)

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Architect shall provide same at no additional cost:

.1 Workers' Compensation/Employer's Liability:

.1 Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the State of Alabama.

.2 Employer's Liability with limits of not less than:
Bodily Injury by Accident $1,000,000 each accident
Bodily Injury by Disease $1,000,000 policy limit
Bodily Injury by Disease $1,000,000 each employee

.3 Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

.2 Comprehensive General Liability Insurance:

.1 Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor.

.2 Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

3. General Aggregate Limit shall apply on a "Per Project" Basis.

3. Automobile Liability Insurance:

.1 Automobile Liability Insurance to cover any auto, including 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.

4. Excess/Umbrella Liability Insurance

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.1 Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

.2 Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5. Professional Liability Insurance:

.1 Projects $0-$1,000,000, $1,000,000 annual aggregate

6. Endorsements:

All endorsements listed below are required and must be listed on the description of operations "box on the certificate of Liability Insurance" or listed separately on an attachment to the Certificate of Insurance (ACORD 101, Additional Remarks Schedule).

.1 Additional Insured: All policies of insurance,except Workers Compensation and Professional Liability insurance, shall be endorsed to name City of Mobile as an Additional Insured.

.2 Waiver of Subrogation: All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

.3 Primary and Non-Contributing: All policies of insurance, except Workers Compensation and Professional Liability insurance, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

.4 Notice of Cancellation: Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

.5 Certificates of Insurance: - General: Within ten (10) calendar days from date of issuance of Contract forms for execution, Consultant 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. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

§ 2.5.1 Within ten (10) calendar days from issuance of Contract forms for execution, the Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

(Paragraphs deleted)

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary civil, structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

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§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

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§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to applicable, in Architect's determination, architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall assist in the submission of completed construction documents to governmental authorities having jurisdiction over the Project. They shall incorporate any comments and correct any design issues required for permitting approval. Application to City of Mobile permitting department shall be made at no cost to Consultant. Corrections required due to Architect's negligence or other failure to meet its professional standard of care, if any, shall be made as part of Scope of Architect's Basis Services.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also assist in the compiling of a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the technical Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

(Paragraphs deleted)

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	N/A
§ 4.1.1.3 Measured drawings	N/A
§ 4.1.1.4 Existing facilities surveys	N/A
§ 4.1.1.5 Site evaluation and planning	N/A
§ 4.1.1.6 Building Information Model management responsibilities	N/A
§ 4.1.1.7 Development of Building Information Models for post construction use	N/A
§ 4.1.1.8 Civil engineering	N/A
§ 4.1.1.9 Landscape design	N/A
§ 4.1.1.10 Architectural interior design	N/A
§ 4.1.1.11 Value analysis	N/A
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	N/A
§ 4.1.1.13 On-site project representation	N/A
§ 4.1.1.14 Conformed documents for construction	N/A
§ 4.1.1.15 As-designed record drawings	N/A
§ 4.1.1.16 As-constructed record drawings	N/A
§ 4.1.1.17 Post-occupancy evaluation	N/A
§ 4.1.1.18 Facility support services	N/A
§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect's coordination of the Owner's consultants	N/A
§ 4.1.1.21 Telecommunications/data design	N/A
§ 4.1.1.22 Security evaluation and planning	N/A
§ 4.1.1.23 Commissioning	N/A
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25 Fast-track design services	N/A
§ 4.1.1.26 Multiple bid packages	N/A
§ 4.1.1.27 Historic preservation	N/A
§ 4.1.1.28 Furniture, furnishings, and equipment design	N/A
§ 4.1.1.29 Other services provided by specialty Consultants	N/A
§ 4.1.1.30 Other Supplemental Services	N/A

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

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§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.
(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services
The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

(Paragraphs deleted)

.5 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

(Paragraph deleted)

.6 Consultation concerning replacement of Work resulting from fire or other cause during construction.

(Paragraphs deleted)

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

(Paragraph deleted)

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials, unless otherwise specified.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. The Owner shall not provide legal, accounting and /or insurance services for Architect, Contractor or others.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. This provision does not release the Architect from its primary responsibility for the content of the instruments of Service as defined in paragraph 7.2).

(Paragraphs deleted)

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner as negotiated. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

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§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

(Paragraphs deleted)

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

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ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.4 This Agreement shall be governed by the Laws of the State of Alabama, and the appropriate venue for any Actions arising out of the Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

§ 8.1.5 Indemnification: The CONSULTANT shall indemnify and hold harmless CITY and STATE and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, damages, liabilities, whether or not currently due, and related expenses to the extent caused by CONSULTANT'S negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by CONSULTANT or the CONSULTANT'S subconsultants, under contract, or other entity for which CONSULTANT is legally liable. CONSULTANT shall defend the CITY and STATE, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by CONSULTANT or its agents to the extent covered by CONSULTANT'S policy of professional liability insurance in accord with insurance limits required below. The parties acknowledge and agree that this contract requires CONSULTANT to procure and maintain professional liability. CONSULTANT shall reimburse the CITY and STATE for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to CONSULTANT'S negligence, or in proportion to the extent CONSULTANT participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require CONSULTANT to indemnify, hold harmless or defend the CITY and STATE except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

§ 8.1.6 Standard of Performance:
CONSULTANT shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

§ 8.1.7 Force Majeure:
In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements. Costs attributable to termination do not include anticipated profit on the value of services not performed by the Architect and his Consultants.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

$0.00

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Alabama.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department Office.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests

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the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

A. Task 1 – Programming Services:	$80,000.00
B. Task 2 – Basic Design Services:	$390,000.00

A. Total Contract Amount: (not to exceed) $470,000.00

.2 Percentage Basis
(Insert percentage value)

N/A

.3 Other

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(Describe the method of compensation)

N/A

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

To be negotiated based on Architect's and/or Architect's Consultants hourly rates but, in no case shall the fee percentage of the extra work exceed the fee schedules established by the Alabama Building Commission for a Group III building or another Group as noted, for total cost of the work.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (	20 %)
Design Development Phase	Thirty	percent (	30 %)
Construction Documents Phase	Fifty	percent (	50 %)
Total Basic Compensation	one hundred	percent (	100 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit A

Employee or Category	Rate ($0.00)

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§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

(Paragraphs deleted)

.1 Printing, reproductions.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

(Paragraphs deleted)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Construction Phase payments shall be monthly based upon percentage of completion.

(Insert rate of monthly or annual interest agreed upon.)

0 %

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

.1 The Architect and the Architect's Consultants shall perform Construction Contract Administration Services consistent with the General Conditions specified in the AIA Documents, including the Owner's then-current modifications and the Owner's Supplemental Conditions of the Construction Contract, current as of the date of this agreement both of which may be obtained from the Owner's Architectural Engineering Department.

.2 The Architect shall provide the final estimate for construction cost, complete set of drawings, project manual and addenda in electronic format along with the certification of the bids and recommendation for contract award.

.3 Drawings shall be in AutoCad Version 14 or later. Project manual shall be in Microsoft Word version 97 or later. Estimates to be Microsoft Excel 97 or later. Both should be turned over to Owner at the end of Construction Phase.

.4 Architects shall assist in making permitting application to Authorities having Jurisdiction as per Article 3.4.2 of this document.

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ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
   a. Proposal for Architectural Services, Exhibit A
   b. Insurance Requirements, Exhibit 1
   c. Architect's E-Verify Documentation
   d. Architect's Subcontracting Plan for Disadvantaged Business Enterprises, Exhibits 3A, 3B, 3C, & 3D

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

N/A

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

N/A

[ ] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

N/A

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

ARTICLE 14 NON DISCRIMINATION

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

ARTICLE 15 IMMIGRATION LAW

§ 15.1 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.

ARTICLE 16 PUBLIC CONTRACTS WITH ENTITIES ENGAINGIN IN CERTAIN BOYCOTT ACTIVITIES

§ 16.1 By signing this contract, the Consultant further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

Init.
/
AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:19:35 ET on 06/26/2024 under Order No.3104238820 which expires on 06/30/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(2053334344)

ARTICLE 17 SEVERABILITY CLAUSE

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

ARTICLE 18 For the purposes of articles 8.1.6, 8.1..5, 14 and 16 above, the term CONSULTANT shall refer to Architect.

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Init.
/

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User Notes: (2053334344)

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

City of Mobile

OWNER *(Signature)*

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

Legal Name of Party to Contract-Consultant:
Watermark Design Group, LLC

ARCHITECT *(Signature)*

John A. McArthur III, AIA
Principal Architect / President
(Printed name, title, and license number, if required)

ATTEST:

City Clerk

SEAL OF THE CITY OF MOBILE, ALABAMA
FROM ENCHANTING TRADITION
MOBILE
ALABAMA
ENDURING PROGRESS
FOUNDED 1702

STATE OF ALABAMA
COUNTY OF MOBILE
Before me, the undersigned a Notary Public in and for said County and State, personally appeared **John A. McArthur III, AIA** as **Principal Architect / President** of **Watermark Design Group, LLC** and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of _____.

Sworn to and subscribed for me this 20 day of August 2024

NOTARY PUBLIC
My Commission Expires: _____

STEPHANIE IVEY MCALEER
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES NOV. 15, 2026

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User Notes: (2053334344)

watermark
DESIGN

June 17, 2024

Architectural Engineering Department
City of Mobile
205 Government Street
Mobile, Alabama 36633

Attention: Shannon McIntyre

Regarding: Proposal for Professional Design Services
Taylor Park Community Center

Shannon,
Watermark Design Group, LLC (Watermark) is pleased to provide the City of Mobile with the proposal outlined herein for the Planning and Design related services for the improvements at the Taylor Park Community Center located at 50 Baltimore Street, Mobile, AL 36605.

Project Understanding

Our proposal was developed based on an understanding that the City of Mobile is looking to develop the following improvements: new Community Center, new entrance, additional site parking and lighting, roadway connection to Gayle Street, and additional site drainage improvements. It is also our understanding that the overall design elements have not been fully defined and the City will further define the scope of services and work within a programming phase.



Figure 1: Existing Taylor Park.

Work Activities and Deliverables

The project team sets a trajectory for success during the first stage of the design process. Our team employs an integrated design approach that builds upon the expertise of each team member, beginning with the initial meetings and crucial early stages of the design process. We advocate for a transparent and collaborative process that includes the City of Mobile staff, design professionals, and local user groups to better inform project decisions and strengthen the richness of thought infused into the project.

Team Members:
Watermark Design Group – Architecture and Project Management.
Thompson Engineering – Structural Engineering
Kimley-Horn – Civil Engineering, Landscape Architecture
Jaguar Consulting – Mechanical, Plumbing, Fire protection, and Electrical Engineering

The following tasks are the proposed design phases with an outline of the activities and examples of deliverables that we anticipate using for this project.

Programming / Pre-Design Phase (Task 1)

- Our team proposes to provide Programming and Pre-Design Services for the project. These services were estimated using a history of similar projects. Our team will perform these programmatic services on a time and materials basis, with a not-to-exceed amount unless approved by the Owner.
- Identifying the physical and aesthetic desires for the park expansion and facilities is a fundamental activity that must be completed early to ensure that design efforts address the needs of City of Mobile. In order to do so, we are including programming and a comprehensive site inventory and analysis in this proposal. Programming is a critical component to fully understand the project as a whole and how the separate design elements fit within the overall context of the site. Developing the program allows us to understand the goals and vision for this project and the site inventory and analysis allows us to understand the existing conditions.
- During this phase, an updated projection of probable cost will be prepared and submitted for review.

Assumptions/Exclusions

- A survey is not included as the Owner mentioned providing one from a previous project. If not inclusive, additional fees could apply.
- This does not include any effort and/or fees associated with any additional environmental assessments such as wetland delineations, threatened and endangered species, cultural resource surveys, etc.
- This does not include any efforts or fees associated with use of ground penetrating radar or other subsurface utility locating services.

Basic Design Services Phase (Task 2)

- The next step in the process will be the development of the contract documents for the overall design of the Community Center and the park. Much of this process will be informed by the programming and pre-design work identified in Task 1. The project team is proposing to complete this Task by using an industry standard design process: Schematic Design, Design Development, and Construction Documents.
- The project team will collaborate with the City of Mobile staff to develop a Schematic Design plan that exhibits the general scope, layout and character of the project based on the programming phase results.
- After receiving approval from the City of Mobile on the final Schematic Design plan, the project team shall prepare more in-depth design drawings. The major components of the site layout may include roadway design, entrance signage, low impact design techniques, landscape planting plans, construction materials selection, structural, mechanical, electrical and plumbing systems, utility design, and site furnishings are incorporated into the design and any major details are refined. The program is further developed to include access and security functions and technology requirements.
- During this phase, a projection of probable cost will be prepared and submitted for review.
- Drawings for all disciplines are developed to the level of detail necessary for permitting, bidding and construction. Technical specifications are developed to dictate the level of material quality and workmanship. Bidding requirements, construction contracts and associated general and supplemental conditions provide instructions for submitting a responsive bid and establish the details of the relationship between the City and Contractor and the role of the Architect/Engineer during the construction phase of the project.
    - **Assumptions/Exclusions**
        - All design elements will be taken through the Construction Documents phase.
        - Any permitting and/or review fees (Land Disturbance, Right of Way, or Building) will be submitted as a reimbursable.
        - City of Mobile standard "Front End" Bidding and Contract Documents will be provided by the City for inclusion in the Project Manual.

General Assumptions and Exclusions

- The Bidding and Contract Support Phase services will be provided under a future proposal and Amendment or Contract Agreement.
- The Construction Administration Phase services will be provided under a future proposal and Amendment or Contract Agreement.
- Construction Materials Testing and Special Inspection Services for the project will be provided under a future proposal and Amendment or Contract Agreement.

Summary of Cost & Professional Services Fees

For Development of this proposal, we have assumed a 8,000 SF Community Center building footprint, and upgrades (drainage, accessibility, lighting, and parking) to the nearly 5-acre park site. Based on the City's anticipated budget of $6.5M for Overall Project Costs, we propose a 6% fee for the basic design services with an additional 2% fee for Programming Services and an additional 2% fee for construction administration and the required DBE participation.

Fee Breakdown	
Task 1 – Programming Services	$80,000.00
Task 2 – Basic Design Services	$390,000.00
Total for Professional Services:	**$470,000.00**

*Note: Permitting, Bidding and Procurement, Construction Administration, CMT Testing, and Special Inspection Services will not be provided as a portion of this proposal. If these services are needed, a separate proposal can be provided for review and approval by the Owner prior to initiation of those services. Please note, this proposal is good for 30 days from the date issued. If the assumptions stated above should change, and the facility grows larger or smaller than the anticipated size, we would request an opportunity to discuss Amendments to the Contract with the City.

Schedule

We are prepared to commence work within 30 days of receiving a fully executed contract. We anticipate that the design for this project could be completed within 6 months (180 days) barring any unforeseen delays.

The Watermark team is excited about the opportunity to be a part in helping expand and shape the future of this park. If you have any additional questions or need any clarification on this proposal, please feel free to reach out to me at ngray@watermarkarch.com and/or 251-344-5515.

For the Firm,
Watermark Design Group, LLC

John (Sandy) A. McArthur III, AIA
Principal Architect / President

Nicholas W. Gray, Assoc. AIA
Associate Architect /
Project Manager

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section I. Information about your company

Company	Watermark Design Group, LLC
Address	2970 Cottage Hill Road, Suite 200 Mobile, AL 36606
Telephone	251-344-5515
E-Mail	ngray@watermarkarch.com

RFP/RFQ Solicitation Number	PR-003-24
Project Description	Taylor Park Community Center
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 4 Female 3 Minority 2 Non-minority _____ SDVO _____ Total #of Employees 7

Subcontractor/Major Supplier Plan submitted by:

Printed Name: John A. McArthur, III (Sandy)

Signature: _____ Date: 07-08-2024

Title: President / Principal Architect

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: Nicholas Gray Title: Senior Project Manager

Email: ngray@watermarkarch.com Phone: 251-344-5515

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai: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_____ Your Bid/Proposal Amount $ 470,000.00 Date:

07/ 08 / 2024 Description Professional Design Services

Name of Bidder/Proposer: Watermark Design Group, LLC

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
Jaguar Consulting, LLC		MEP Engineering Services	$116, 290.00	24.7%	Yes	

4/5/2021

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Watermark Design Group, LLC

Contact Person: Nicholas Gray Phone 251-344-5515 Email ngray@watermarkarch.com

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

YES (□)	NO (□)	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

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

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:
1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

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

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

E-Verify

Company ID Number: 569739

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 **Watermark Design Group, LLC**	
Anne Hirschfeldt	
Name (Please Type or Print)	Title
Electronically Signed	06/14/2012
Signature	Date

Department of Homeland Security – Verification Division

USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	06/14/2012
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	Watermark Design Group, LLC
Company Facility Address:	2970 Cottage Hill Road
	Mobile, AL 36606
Company Alternate Address:	
County or Parish:	MOBILE
Employer Identification Number:	631238852

E-Verify

Company ID Number: 569739

North American Industry Classification Systems Code:	541
Administrator:	
Number of Employees:	5 to 9
Number of Sites Verified for:	1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- ALABAMA 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	**Sue M Bonds**		
Telephone Number:	**(251) 378 - 6195**	Fax Number:	**(251) 378 - 6164**
E-mail Address:	**sbonds@thompsonengineering.com**		
Name:	**Anne C Hirschfeldt**		
Telephone Number:	**(251) 666 - 2443**	Fax Number:	**(251) 378 - 6164**
E-mail Address:	**ahirschfeldt@thompsonengineering.com**		

Alabama Secretary of State

Watermark Design Group, LLC	
Entity ID Number	000-601-999
Entity Type	Foreign Limited Liability Company
Principal Address	2970 Cottage Hill Road Suite 200 MOBILE, AL 36606
Principal Mailing Address	2970 Cottage Hill Road Suite 200 MOBILE, AL 36606
Status	Exists
Place of Formation	Delaware
Formation Date	11/19/1999
Qualify Date	11/24/1999
Registered Agent Name	JOHN A. "SANDY" MCARTHUR, III
Registered Office Street Address	2970 COTTAGE HILL RD STE 200 MOBILE, AL 36606
Registered Office Mailing Address	2970 COTTAGE HILL RD STE 200 MOBILE, AL 36606
Nature of Business	ARCHITECTURE
Annual Reports	
Report Year	2023
Transactions	
Transaction Date	02/09/2007
Registered Agent Changed From	KEARLEY, DOUGLAS 2410 DAUPHIN STREET, BLDG B MOBILE,, AL 36607
Transaction Date	12/20/2011
Agent Mailing Address Changed From	* Added
Transaction Date	12/20/2011
Registered Agent Changed From	MUELLER, RICHARD 2970 COTTAGE HILL RD STE 200 MOBILE,, AL 36606
Transaction Date	03/15/2024
Principal Mailing Address Changed From	Not Provided
Transaction Date	03/15/2024
Principal Office Changed From	2410 DAUPHIN STREET, BLDG B MOBILE, AL 36607
Transaction Date	03/29/2024

Watermark Design Group, LLC	
Registered Agent Changed From	CLARKE, JAMES H 2970 COTTAGE HILL RD STE 200 MOBILE, AL 36606

Scanned Documents		
Purchase Document Copies		
Document Date / Type / Pages	11/24/1999	Certificate of Formation 1 pg.
Document Date / Type / Pages	02/09/2007	Registered Agent Change 1 pg.
Document Date / Type / Pages	12/20/2011	Registered Agent Change 2 pgs.
Document Date / Type / Pages	03/15/2024	Articles of Amendment 4 pgs.
Document Date / Type / Pages	03/29/2024	Registered Agent Change 2 pgs.

New Search

THOMENG-01 KCROSBY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/2/2024

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

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

PRODUCER
PGIS, LLC dba Turner Insurance & Bonding Co.
PO Drawer 230789
Montgomery, AL 36123

CONTACT NAME: Abby Foster
PHONE (A/C, No, Ext): (334) 386-3609 FAX (A/C, No): (334) 244-0350
E-MAIL ADDRESS: afoster@turnerfirst.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Co.	16535
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Watermark Design Group, LLC
2970 Cottage Hill Road, Ste. 190
Mobile, AL 36606

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE $	1,000,000
	CLAIMS-MADE X OCCUR	X	X	GLO 3534778-02	2/1/2024	2/1/2025	DAMAGE TO RENTED PREMISES (Ea occurrence) $	100,000
	X Contractual Liab.						MED EXP (Any one person) $	10,000
	X XCU Included						PERSONAL & ADV INJURY $	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE $	2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG $	2,000,000
	OTHER:						EBL AGGREGATE $	2,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) $	1,000,000
	X ANY AUTO		X	BAP 3534779-02	2/1/2024	2/1/2025	BODILY INJURY (Per person) $	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident) $	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) $	
							$	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE $	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE $	
	DED RETENTION $						$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N / A		X	WC 3534777-02	2/1/2024	2/1/2025	E.L. EACH ACCIDENT $	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE $	1,000,000
							E.L. DISEASE - POLICY LIMIT $	1,000,000
A	Auto Physical Damage			BAP 3534779-02	2/1/2024	2/1/2025	Various deductibles	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: PR-003-24 (Taylor Park – New Community Center)

City of Mobile is named additional insured on a primary and noncontributory basis as respect General Liability where required by written contract. A waiver of subrogation applies in favor of City of Mobile as respect General Liability, Automobile Liability, and Workers Compensation where required by written contract. Thirty (30) days written notice of cancellation applies where required by written contract.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/2/2024

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

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

PRODUCER	CONTACT NAME: Patty Savage
Cadence Insurance, a Gallagher Company 760 Howard Avenue, 2nd floor Biloxi MS 39530	PHONE (A/C, No, Ext): 8002770856 FAX (A/C, No): 228-863-1957 E-MAIL ADDRESS: patty.savage@cadenceinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Beazley Insurance Company, Inc.	37540
INSURER B : Travelers Property Casualty Co of America	25674
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED THOMINC-03
Watermark Design Group, LLC
2970 Cottage Hill Rd Ste 200
Mobile AL 36606

COVERAGES **CERTIFICATE NUMBER:** 960605696 **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						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			CUP8S42687024NF	2/1/2024	2/1/2025	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory In NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			C1D697240801	2/1/2024	2/1/2025	Per Claim Aggregate	2,000,000 2,000,000

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

NOTE: Umbrella Coverage above; policy number CUP8S42687024NF through Travelers Property Casualty Co of America is excess coverage over General Liability policy number GLO3534778, Auto Liability policy number BAP3534779, and Employers Liability policy number WC3534777 written through Zurich American Insurance Company effective 2/1/2024 to 2/1/2025. Umbrella is follow form these policies.

PR-003-24 (Taylor Park – New Community Center)

CERTIFICATE HOLDER

City of Mobile
Architectural Engineering Department
P. O. Box 1827
Mobile AL 36633

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Brandon Miller

From: Barber, James <barberj@cityofmobile.org>
Sent: Friday, September 19, 2025 10:51 AM
To: Stout, Carleen; Barber, James; Amberger, Nicholas; Smith, Shonnda
Cc: Brandon Miller; Montgomery, Brandi
Subject: RE: Taylor Rec Meeting

External Email

Approved.

James H. Barber
Chief of Staff
City of Mobile
Post Office Box 1827
Mobile, Alabama 36633-1827
251-208-1704

"Creating One Mobile: A Unified City That is Safer, More Business and Family Friendly"

From: Stout, Carleen <carleen.stout@cityofmobile.org>
Sent: Tuesday, September 16, 2025 4:10 PM
To: Barber, James <barberj@cityofmobile.org>; Amberger, Nicholas <nick.amberger@cityofmobile.org>; Smith, Shonnda <shonnda.smith@cityofmobile.org>
Cc: Brandon Miller <brandon.miller@volkert.com>; Montgomery, Brandi <brandi.montgomery@cityofmobile.org>
Subject: Taylor Rec Meeting

Chief -
Met with the Community Housing & Development team regarding a shift in the baseball field and detention pond to accommodate the much-needed new housing plans. The plans are currently out to bid with a submission date of Oct 8, 2025.

To accommodate the new path, the civil drawings will be redesigned which may cost +/- $20,000 and the bid date will push back to Nov 12 with an anticipated construction starts of Jan 2026. From what we know today, there does not appear to be an increased cost of construction and should be a wash.

With your approval we will pivot to make this happen. If we need meet to look at the site layout, just me us know!
Thanks, Carleen

RESOLUTION

Sponsored by Mayor Spiro N. Cheriogotis and Council Member CJ Small

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

Name of Company:	Watermark Design Group, LLC
Project Name:	CIP Taylor Park – Community Center Improvements
Project Number:	PR-003-24
Amount:	$190,725.00

Adopted:

_____

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: January 13, 2026

Submitted by:
Curits Graves, Public Safety Director

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:
1. 1. RESOLUTION-Pelican Coast Conservancy, Inc. gda 12.15.25
2. 2. City of Mobile easement (15DEC25)
3. 3. Legal Description
4. 4. Closing Statement
5. 5. Property Map
6. 6. BDR - City of Mobile Scannell Properties #727, LLC (15DEC25) 2

REVIEWERS:
Nya Kennedy
Cherlina Monteiro
Cherlina Monteiro
Cherlina Monteiro
Donna Bryars
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 attest, respectively, for and on behalf of the City of Mobile, any and all documents necessary to convey a Deed of Conservation Easement, to Pelican Coast Conservancy, Inc., for the purpose of permanently preserving and protecting the conservation values of the property, as set forth in the Deed of Conservation Easement as described in Exhibits "A" and proposed closing statement attached hereto and made a part hereof as set forth in full, subject to Pelican Coast Conservancy, Inc., executing the easement.

A copy of said executed Deed of Conservation Easement with Exhibits incorporated herewith will be on file in the office of the City Clerk.

Name of Company: Pelican Coast Conservancy, Inc.

Not to Exceed Cost: $0.00

Adopted:

_____
City Clerk

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT (this "Easement") is granted this 15th day of December, 2025, by the CITY OF MOBILE, a municipal corporation organized and existing under the laws of Alabama having an address at 205 Government Street, Mobile Government Plaza, Mobile, Alabama 36644 ("Grantor"), to and for the benefit of the PELICAN COAST CONSERVANCY, INC., an Alabama nonprofit corporation having an address at 403 Conti Street, Mobile, Alabama 36602 (the "Conservancy") (with Grantor and Conservancy sometimes being referred to, individually, as a "Party" and, collectively, "the Parties").

(Grantor and Conservancy are sometimes referred to herein individually as a "Party" and collectively, the "Parties"; the terms "Grantor" and "Conservancy" shall include the singular and the plural, and the successors and assigns of Grantor and Conservancy, and the provisions of this Easement shall be binding upon and inure to the benefit of Grantor, Conservancy and their heirs, successors and assigns.)

RECITALS

WHEREAS, it is expressly understood that this Easement is being freely entered into, and that each Party has had an opportunity to have this instrument, and all associated documents, reviewed by an attorney of his, her, or its choosing; and

WHEREAS, it is expressly understood by the Parties that the donation of this Easement gives rise to a property right, immediately vested in the Conservancy, and that this Easement has a fair market value that is at least equal to the proportionate value that this Easement bears on the date hereof to the fair market value of the Property (as defined below) as a whole on the date hereof; and

WHEREAS, Grantor is the sole owner in fee simple of 149.36 acres of certain real property located off Todd Acres Drive and Hamilton Boulevard in Mobile, Alabama 36582 constituting tax parcel #R023307353000001.006 in Mobile County, Alabama as is more particularly described in **Exhibit "A"** (the "Property") hereof; and

WHEREAS, the Property in its present state is undeveloped, and possesses significant recreational, educational, natural, aesthetic, watershed, wildlife, forest, open space, aquatic and terrestrial plant habitat features, including, without limitation, a critical floodplain forest with

assorted freshwater palustrine wetlands located on flat Gulf Coast Flatwoods subregion areas of the Southern Coastal Plain ecoregion leading to leading to 1) a second-order freshwater stream (Rabbit Creek) with associated riparian buffers and wetland areas, and 2) two first-order freshwater streams (Whiskey Branch, unnamed headwater of Rabbit Creek) with associated riparian buffers and wetland areas (collectively, the "Conservation Values") that are of great importance to the Conservancy, the people of Mobile County, and the people of the State of Alabama, and are worthy of preservation; and

WHEREAS, the protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem, meets the conservation purpose of Section 170(h)(4)(A)(ii) of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, Rabbit Creek, which transects the Property for a linear distance of approximately 6,229 feet (1,898 meters), is a second-order freshwater stream that is situated in the Mobile Bay Basin, and is located in southern Alabama (United States Geological Survey ("USGS") Hydrologic Unit Code ("HUC") 03160205) and is designated as "not supporting" under the U.S. Environmental Protection Agency ("EPA") 303d listing (https://adem.alabama.gov/programs/water/303d.cnt). The "not supporting" designation denotes that a particular waterway is capable of providing some or all applicable uses: providing drinking water supplies, supporting aquatic life, allowing fish and shellfish consumption, suitable for primary and secondary contact recreation usages (e.g., swimming and boating), and agricultural uses; and

WHEREAS, Whiskey Branch, which transects the Property for a linear distance of approximately 633 feet (192 meters), is a first-order freshwater stream that is also situated in the Mobile Bay Basin and located in southern Alabama USGS HUC 03160205; and

WHEREAS, the unnamed headwater of Rabbit Creek, which transects the Property for a linear distance of approximately 1,378 feet (420 meters), is a first-order freshwater stream that is also situated in the Mobile Bay Basin and located in southern Alabama USGS HUC 03160205; and

WHEREAS, Alabama's Best Management Practices for Forestry (2007) puts forth that "in no cases should stream management zone be less than 35 feet from a definable bank". Mobile County Planning Regulations are in accordance with the state minimum standards. Current scientific research (Hilty and Merelender 2004, Semlitsch and Bodie 2003, Jones et al. 1999) concludes that the level of protection now mandated by the State of Alabama and Mobile County may be inadequate. In order to provide the necessary protection of the critical riparian habitat for all species, the protective riparian buffer should be much greater than 35 feet (Semlitsch and Bodie 2003); and

WHEREAS, improving water quality is identified as a conservation action that will benefit Alabama's rivers, streams and freshwater ecosystems in the Southern Coastal Plain ecoregion in the *2015-2025 Alabama's Wildlife Action Plan* ("SWAP"). The protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem, within the meaning of Section 170(h)(4)(A)(ii) of the Code promotes the SWAP by providing for permanently protected high

priority habitat on private land. The SWAP was promulgated by the Alabama Department of Conservation and Natural Resources ("ADCNR"), Division of Wildlife and Freshwater Fisheries, and conservation partners including the U.S. Fish and Wildlife Service ("USFWS") to protect the biological diversity of Alabama; and

WHEREAS, headwater systems are identified as high priority sites and landscape features of the Southern Coastal Plain ecoregion in the SWAP. The protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem, within the meaning of Section 170(h)(4)(A)(ii) of the Code. Protection of the Property promotes the SWAP by providing for permanently protected high priority habitat on private land; and

WHEREAS, headwater systems offer a range of habitats that can support an abundance and diversity of species, depending on water depth and seasonality of flows, hydrologic regime, temperature, water chemistry, substrate types, and connectivity to downstream systems. Biodiversity will be influenced by the presence of species unique to headwater systems and whether connectivity allows species that seasonally use headwaters for particular life history stages (e.g., spawning, nursery areas) to move upstream from larger streams. Headwater systems, especially those associated with springs and seeps, are likely to have a high diversity of insects, especially those genera with an aquatic life history cycle; and

WHEREAS, land conservation or preservation of the headwater system can serve numerous purposes in the face of anticipated climate change, but above all, it promotes ecosystem resilience, such as: protecting watersheds for clean water, flood attenuation, and decreased erosion and sedimentation; providing ecological corridors for species movement throughout the landscape in response to changing habitats; preserving existing habitats to help prevent forced migration; and

WHEREAS, this Easement will establish a 100-foot riparian buffer Resource Protection Area (as defined in Section 8) around the respective course transects of 1) Rabbit Creek, 2) Whiskey Branch, and 3) the unnamed headwater of Rabbit Creek. These natural buffers will more than double the protection now mandated by the State of Alabama and Mobile County, and will only permit low-impact outdoor recreation, education, nature observation and scientific studies; and

WHEREAS, the protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem, meets the conservation purpose of Section 170(h)(4)(A)(ii) of the Code; and

WHEREAS, greatly increasing protection measures of the State of Alabama and Mobile County will accomplish various environmental goals and will yield a "significant public benefit" under Treasury Regulation Section 1.170A-14(d)(4)(iv); and

WHEREAS, the preservation of open space (including farmland and forest land) where such preservation is pursuant to a clearly delineated Federal, State, or local governmental conservation policy, and will yield a significant public benefit, meets the conservation purpose of Section 170(h)(4)(A)(iii)(II) of the Code; and

WHEREAS, wetlands located among a large terrestrial ecosystem provide a key role in amphibian productivity and maintaining community dynamics by coupling aquatic habitats with those adjacent terrestrial habitats via transfer of biomass and energy (Gibbons et *al*. 2006, Harper et *al*. 2008, Semlitsch and Bodie 1998); and

WHEREAS, wetlands surrounded by upland forests may be found almost anywhere in Alabama, with somewhat higher densities in the Gulf Coast Flatwoods subregion areas of the Southern Coastal Plain ecoregion. These are "embedded" habitats in that they may be surrounded by other habitats such as Dry Longleaf Pine Forest, Mesic Forest, Maritime Forest and Coastal Scrub, and Agricultural and Disturbed. These highly variable habitats form in depressions where precipitation collects (e.g., sinkholes, Citronelle ponds), on former floodplains no longer inundated by seasonal river flows (e.g., oxbow lakes), in swales between coastal dunes (e.g., interdunal ponds), and in other seasonally wet sites. Water depth may vary greatly on a seasonal basis and may be a meter deep or more in the winter. Many become dry in the summer and do not support fish, making them particularly valuable to certain pond-breeding amphibians. Depending on hydrology and soils, isolated wetlands may vary from open water ponds to herb-, shrub-, or tree-dominated wetlands; and

WHEREAS, this habitat type also includes many water bodies produced by human actions. Most of the lakes & ponds are built for a variety of reasons including aesthetic appreciation, livestock watering, irrigation, aquaculture, and storm water management. Other wetlands have been created by fragmentation from development where they represent remnants of once larger wetland complexes; and

WHEREAS, these wetlands are vital habitats for numerous wildlife species, including endangered and threatened birds, reptiles, amphibians, invertebrates, and plants; and

WHEREAS, acquisition of property or purchase of conservation easements to protect existing significant wetlands is set forth as a Highest Priority Conservation Action Needed in the SWAP; and

WHEREAS, the entire palustrine wetland areas are mapped in the USFWS National Wetlands Inventory Map; and

WHEREAS, this Easement will establish a Resource Protection Area (as defined in Section 8) around the entire perimeter of the respective palustrine wetland area. These natural buffers will only permit low-impact outdoor recreation, education, nature observation and scientific studies; and

WHEREAS, the protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem, within the meaning of Section 170(h)(4)(A)(ii) of the Code promotes the SWAP by providing for permanently protected high priority habitat on private land.

WHEREAS, floodplain forests include a range of situations where periodic flooding and flood-related environmental factors (wetness, scouring, deposition of material, and input of

nutrients) affect vegetational composition and dynamics. Scour-influenced systems occur on high-gradient streams in gorges of the Southwestern Appalachians and Ridge and Valley, where shrubs, perennial grasses, and forbs dominate. Elsewhere, forests of larger floodplains and bottomlands often include depositional landforms such as levees, sloughs, ridges, terraces, and abandoned channel segments. Floodplain forests above the Fall Line are generally quite distinct from those of the Southern Coastal Plains ecoregion because of steeper river gradients and harder rocks. Bald cypress (*Taxodium distichum*) and tupelo gum (*Nyssa sylvatica*) are common components below the Fall Line, but not above. Vegetation along the larger streams and rivers generally includes forests dominated by bottomland hardwood species and other trees tolerant of flooding; and

WHEREAS, the Property lies along the southeastern edge of the Mississippi Migratory Flyway route. Many familiar songbirds such as warblers, vireos, orioles and tanagers are among those referred to as Neotropical migrants. These birds breed in North America and, utilizing the Mississippi Flyway, migrate to Mexico, Central and South America, and the Caribbean to spend the winter. Loss of habitat needed for wintering, breeding and as stopovers during migration has caused significant declines in numerous species. In Alabama, over 90 species of Neotropical migrants depend on the forests, thickets and fields as areas to rest and refuel during their long migrations; and

WHEREAS, conserving significant tracts of floodplain forests is identified as a conservation action that will benefit Alabama's rivers, streams and freshwater ecosystems in the Gulf Coast Flatwoods subregion lands of the Southern Coastal Plains ecoregion in the SWAP. The protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem, within the meaning of Section 170(h)(4)(A)(ii) of the Code promotes the SWAP by providing for permanently protected high priority habitat on private land; and

WHEREAS, a remnant pitcher plant bog is present on the Property; and WHEREAS,

Alabama is home to four genera of carnivorous plants: bladderworts (*Utricularia*), butterworts (*Pinguicula*), pitcher plants (*Sarracenia*), and sundews (*Drosera*). Carnivorous plants capture insects and other small animals to get necessary nutrients. They do this using various techniques such as sticky traps, bladder traps, and pitfall traps, giving them an advantage in the low-nutrient wetlands they inhabit.

WHEREAS, pitcher plants have the largest and showiest traps of all native carnivorous plants. They are most common in southern Alabama counties but also occur in bogs in northern and central parts of the state; and

WHEREAS, seepage bogs, non-boggy seeps, and streamhead seeps occur in the Piedmont and Southeastern Plains. In the Southwestern Appalachians and Ridge and Valley, patches of seepage forests occur on streamhead swales or on broad sandstone ridges where soils are sandy and saturated due to a combination of perched water table and seepage flow. These range in condition from open woodlands to forests. Some may lack a canopy and are dominated by shrubs or herbs. Fire-maintained herbaceous seepage bogs, often containing a variety of carnivorous plants such as pitcher plants occur in the Southern Coastal Plain and lower

portions of the Southeastern Plains. These are generally found on gentle, almost imperceptible slopes maintained by constant seepage zones and/or perched water tables.
Examples are typically grass and sedge dominated and often species-rich. Shrubs frequently encroach in the absence of fire. In portions of the Fall Line Hills of the Southeastern Plains, wet, shrub-dominated seepage communities occur in small patches on steep slopes within a matrix of longleaf pine-dominated vegetation. Wetland conditions are maintained by seepage flow from adjacent uplands. Examples of this habitat can vary between densely shrubby and fairly open and herbaceous, depending on frequency of fire and length of time since previous fires; and

WHEREAS, these bogs are all readily distinguished from adjacent upland habitats by the presence of wetland flora and soils as well as seepage. They may be somewhat less clearly distinguished from adjacent floodplain habitats, but they are saturated without having standing water as floodplain pools do. These differences are reflected in the vegetation; and

WHEREAS, this Easement will establish an Open Area (as defined in Section 8) protection zone that will preserve the floodplain forest and the pitcher plant bog and will only permit the following activities: 1) removal of trees and limbs which are fallen, dead, diseased or dangerous; and 2) low-impact outdoor recreation, education, nature observation, and scientific studies; and

WHEREAS, protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem, meets the conservation purpose of Section 170(h)(4)(A)(ii) of the Code; and

WHEREAS, the preservation of the Property is determined to yield a "significant public benefit" under Treasury Regulation Section 1.170A-14(d)(4)(iv) due to the uniqueness of the Property to the area; and

WHEREAS, the specific Conservation Values are documented in an inventory of relevant features of the Property, dated on the 15th day of December, 2025 and are summarized in **Exhibit "B"** (the "Baseline Documentation Report") hereof, which the Parties agree it accurately represents the Property at the time of this grant, and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Easement; and

WHEREAS, this Easement constitutes a "qualified real property interest" as defined in Section 170(h)(2)(C) of the Code and a "conservation easement" within the meaning of Alabama Code § 35-18-1, *et seq.*; and

WHEREAS, Grantor intends, as owner of the Property, to convey to the Conservancy the right to preserve and protect the Conservation Values in perpetuity; and

WHEREAS, the Conservancy agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation Values for the benefit of this generation and the generations to come; and

WHEREAS, the Conservancy has received and there remains in full force and effect a

determination letter from the Internal Revenue Service, dated July 9, 2015, a copy of which has been provided to Grantor, to the effect that the Conservancy is a "publicly supported" organization described in Section 509(a)(2) and Section 170(b)(1)(A)(viii) of the Code, and is not a private foundation within the meaning of Section 509(a) of the Code; and

WHEREAS, the Conservancy is: 1) a publicly supported, nonprofit organization, created primarily for the conservation of the environment, and is tax exempt within the meaning of Section 501(c)(3), Section 509(a)(2) and Section 170(b)(1)(A)(viii) of the Code; 2) a "qualified organization" within the meaning of Section 170(h)(3) of the Code and Treasury Regulations Section 1.170A-14(c); and 3) a "holder" under the State of Alabama under the Uniform Conservation Easement Act (Alabama Code § 35-18-1, *et seq.*); and

WHEREAS, the State of Alabama has recognized the importance of private efforts toward the preservation of natural systems in its Uniform Conservation Easement Act (Alabama Code § 35-18-1, *et seq.*).

NOW, THEREFORE, Grantor, as an absolute charitable gift and for no monetary consideration but only for the consideration of the covenants, mutual agreements, conditions, and promises herein contained, does unconditionally and irrevocably hereby grant and convey unto the Conservancy, its successors and assigns, forever, a conservation easement as defined in the Alabama Code § 35-18-1, *et seq.*, which expressly authorizes the conveyance herein contained, Grantor hereby grants and conveys an absolute charitable gift with no monetary consideration to the Conservancy and its successors and assigns, a perpetual and irrevocable conservation easement consisting of the rights and restrictions enumerated in this Easement, upon, over and across the Property. The Conservancy, by its execution hereof, accepts the foregoing grant of this Easement, and the recordation of this Deed shall constitute a "recordation of the acceptance" by the Conservancy within the meaning of Code of Alabama § 35-18-2(b). Upon the recordation hereof, the Conservancy shall be entitled to enforce this Easement pursuant to Code of Alabama § 35-18-3 (without intending that the existence of this Conservation Easement be dependent on the continuing existence of such laws):

1. Grant. Grantor, as an absolute charitable gift and for no monetary consideration, but only for the consideration of the covenants, mutual agreements, conditions, and promises herein contained, the receipt and sufficiency of which are hereby acknowledged, does unconditionally and irrevocably hereby grant and convey unto the Conservancy, its successors and assigns, forever, a perpetual and irrevocable conservation easement, upon, over, and across the Property consisting of the rights and restrictions enumerated in this Easement. This Easement shall run with the land, shall constitute a binding servitude upon the Property, and shall be subject to prior reservations, easements, encumbrances and exceptions of record as set forth in **Exhibit "A"** herein. The grant of this Easement gives rise to a property right, immediately vested in the Conservancy. For the avoidance of doubt and notwithstanding anything to the contrary in this Easement, the restrictions imposed by this Easement (1) shall remain on the Property forever and in perpetuity, and (2) are binding on all current and future owners and occupants of the Property.

2. Purpose. It is the exclusive purpose (the "Purpose") of this Easement to protect the Conservation Values in perpetuity and ensure that the Property will remain forever predominantly in its natural condition and to prevent any use of the Property that will impair or

interfere with the Conservation Values as set forth in this Easement. Grantor intends that this Easement will confine the use of the Property to such activities including, without limitation, those involving recreational use of the Property, as are consistent with the Purpose of this Easement.

2.1 *Climate Change*. In granting this Easement, Grantor and the Conservancy acknowledge the findings of 1) the Intergovernmental Panel on Climate Change ("IPCC") that the warming of the Earth's climate system is unequivocal, and that climate changes caused by global warming have already begun, and 2) the Berkeley Earth Surface Temperature Project that has determined a rise in land surface temperature of 0.87 +/- 0.05º C (95% confidence interval) over the last 250 years. Grantor and the Conservancy agree that the occurrence of any climate change-caused impacts to the Property will not impair the validity of this Easement and shall not alone be considered grounds for the release, termination, or other extinguishment of this Easement whether in whole or in part.

2.2. *Natural Acts*. In granting this Easement, Grantor and the Conservancy mutually agree that nothing contained in this Easement shall be construed to entitle the Conservancy to bring any action against Grantor for any injury to, or change in, the Property resulting from natural causes beyond Grantor's control, including, but not limited to, fire, flood, storm, natural earth movements, or other natural events (collectively "Natural Causes"), or from any prudent action taken by Grantor in an emergency to prevent, abate, or mitigate significant injury or change to the Property resulting from such Natural Causes.

3. Baseline Documentation Report. The Parties acknowledge that the Baseline Documentation Report has been prepared by a person familiar with conservation easements, the Property, and the environs. The Baseline Documentation Report has been reviewed and approved by the Conservancy and Grantor as an accurate representation of the biological and physical condition of the Property at the time of the grant of this Easement. Grantor has retained a copy of the Baseline Documentation Report for its records and a copy of the Baseline Documentation Report is on file with the Conservancy and is attached as **"Exhibit B"**.

4. Rights of the Conservancy. To accomplish the Purpose of this Easement, Grantor conveys the following rights to the Conservancy:

4.1 the right to preserve and protect the Conservation Values and the Purpose of this Easement in perpetuity; and

4.2 the right to enter upon the Property at reasonable times, to inspect the Property thoroughly, to monitor Grantor's compliance with and otherwise enforce the Purpose of this Easement; provided that such entry shall be upon seventy-two (72) hours prior notice to Grantor, except that no such notice shall be required in the event of an emergency or if the Conservancy reasonably believes that immediate entry upon the Property is essential to prevent or mitigate a violation of this Easement. The Conservancy shall not unreasonably interfere with Grantor's or Grantor's guests' and invitees' use and quiet enjoyment of the Property; and

4.3 the right to prevent any activity on or use of the Property that is inconsistent with the

Purpose of this Easement, or which may have an adverse impact on the Conservation Values or the Purpose of this Easement, and to require the restoration of such areas or features of the Property that may be damaged by any activity or use with the exception of Natural Causes including the right to restore the Property to its condition as of the date hereof; and

4.4 the right to be notified in writing by Grantor, its heirs, successors, transferees or assigns, upon the exercising of the reserved rights as set forth in Section 6 and in Treasury Regulation 1.170A-14(g)(5)(ii); and

4.5 any other rights that the Parties may approve that are consistent with the Purpose of this Easement and the Conservation Values (e.g. undertaking enhancement projects, identifying additional conservation values, or conducting non-intrusive scientific studies).

5. Prohibited Uses. Prohibited uses of the Property are specifically described in Sections 5.1 through 5.18. Notwithstanding anything herein to the contrary, any activity on or use of the Property that is inconsistent with the Purpose of this Easement is prohibited.

5.1 the change, disturbance, alteration, or impairment of the relatively natural habitat for plants, wildlife, or similar ecosystems within and upon the Property; and

5.2 the construction and/or placement of any building structures, permanent camping accommodations, mobile homes, or billboards except as expressly provided herein in the Acceptable Development Areas and the Open Area as defined below; and

5.3 the conveyance of easements, rights-of-ways, the paving or grading of accessways or the construction of any roadways, except as expressly provided herein in the Acceptable Development Areas as defined below; and

5.4 the removal, destruction, or cutting of native vegetation, except as expressly provided herein in the Acceptable Development Areas and the Open Area as defined below; and

5.5 the introduction of non-native plants and/or animal species unless in accordance with applicable laws and current NRCS conservation plan or its equivalent, and in a manner consistent with sound environmental conservation practices and current scientific literature; and

5.6 the use of herbicides or pesticides other than for the control of noxious weeds and/or pests in accordance with applicable laws and current NRCS conservation plan or its equivalent, and in a manner consistent with sound environmental conservation practices and current scientific literature; and

5.7 the exploration by Grantor, its heirs, successors, transferees or assigns, for or extraction of minerals, oil, gas, or other hydrocarbons, soils, sands, gravel, rock, or other materials on or below the surface of the Property. Notwithstanding anything in this Easement to the contrary, Grantor, its heirs, successors, transferees or assigns shall not transfer, lease or otherwise separate the minerals, oil, gas, or other hydrocarbons, soils, sands, gravel, rock, field stone, or other materials from the Property or otherwise conduct any activity that could conflict with or cause the violation of Treasury Regulations Section 1.170A-14(g)(4)(i); and

5.8 the use of any motorized vehicles off of accessways or trails now existing as defined in the Baseline Documentation Report; and

5.9 the accumulation, dumping or other disposal of trash, garbage, or other offensive refuse on the Property other than the collection and disposal of natural byproducts on the Property (including tree limbs and organic household compost materials) except as such collection and disposal is in accordance with applicable laws and regulations; and

5.10 the manipulation, diversion, or other alteration of stream(s); and

5.11 the degradation, pollution, or drainage of any surface or sub-surface waters; and

5.12 any use that would increase or substantially add to the risk of erosion as determined by historical and current scientific literature; and

5.13 any change in the topography of the Property through the placement therein of soil, landfill, dredging spoils, or other material except as incidental and necessary to the activities permitted herein in the Acceptable Development Areas and the Open Area; and

5.14 more than *de minimis* use for any recreational activity constituting commercial recreational activity within the meaning of Section 2031(c) of the Code; and

5.15 the transfer, encumbrance, lease, sale, or other separation of the water rights except as necessary and appropriate for the present and future occupation of human, faunal, and vegetational populations on the Property; and

5.16 the erection, construction, installation, relocation or use of a communication facility, a telecommunications facility, a network element or any other telecommunications facility, equipment or material that may be used for telecommunications or to provide such services except for low capacity personal services; and

5.17 the erection, construction, installation, relocation or use of utility lines or substations not necessary and directly related to uses of the Property permitted in this Easement; and the erection, construction, installation, relocation or use of any lighting which interferes with wildlife on the Property; and

5.18 the division, subdivision, or *de facto* subdivision of the Property into two or more parcels of land or separate interests.

6. Reserved Rights. Grantor reserves to itself all rights accruing from its ownership of the Property, as such ownership shall be limited by the grant of this Easement, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the Purpose of this Easement, including without limitation the rights and permitted uses set forth in Sections 7 and 8.

6.1 *Hunting and Fishing*. Hunting, fishing, trapping and predator control, in a manner consistent with federal, state and local laws, are permitted on the Property. The Parties agree and acknowledge that controlled hunting and restocking of fish may be desirable to maintain sustainable wildlife populations consistent with the condition of the habitat.

6.2 *Public Outdoor Recreational and Educational Activities*. Grantor reserves the right to conduct public outdoor recreational activities, and educational activities related to such uses, including events to which members of the public are invited, that are subordinate to and directly supportive of the use of the Property for habitat and range management and enhancement activities and are consistent with the protection of the Conservation Values. Such activities may include but are not limited to:

(a) outdoor recreational activities;

(b) endangered species research and programs;

(c) habitat and range management and enhancement;

(d) natural resource conservation management;

(e) air, water, and soil quality monitoring, research, and programs;

(f) soil conservation and restoration;

(g) conducting field trips, seminars, and workshop programs related to the Conservation Values;

(h) the right to authorize the use of the Property by others for public outdoor recreational activities, and educational activities related to such uses, consistent with the Purpose of this Easement and the provisions of this Section 6.2.

7. Forest Carbon Services. Grantor shall hold, market, and transfer any and all rights related to forest carbon, including but not limited to mitigation credits and offsets, now present or existing in the future, and the right to report such mitigation credits or offsets to any relevant public or private regulatory/oversight body or registry whether pursuant to a voluntary system or one created by local, federal, or international law or regulation, which rights arise from or are generated by or from the Property on or after the date of this Easement (collectively the "Forest Carbon Services"). The Forest Carbon Services retained hereunder shall specifically include, but shall not be limited to, the right to hold, reserve, report, market, or retire any greenhouse gas mitigation credits or offsets that may be generated upon the Property, and other types of mitigation credits or offsets that arise from the production of forest carbon. Grantor shall have the absolute discretion in determining the purchaser(s) and/or recipient(s) of any Forest Carbon Services and the consideration for such Forest Carbon Services shall inure to the sole benefit of Grantor.

8. Permitted Uses. Permitted uses of the Property vary depending on where on the Property such use occurs as specifically indicated below. The Property is divided into three (3) principal areas all of which are depicted in the Conservation Easement Map in *Section XI* of the Baseline

Documentation Report and generally described below:

Acceptable Development Areas (also referred to herein as "ADAs") – The areas in which 1) a main access road, 2) secondary access road(s), and 3) auxiliary facilities may be placed. A total of three (3) Acceptable Development Areas will exist on the entire Property: 1) the Acceptable Development Area – Main Access Road, 2) the Acceptable Development Area – Secondary Access Road(s), and 3) the Acceptable Development Area – Auxiliary Facilities.

- The Acceptable Development Area – Main Access Road will consist of a linear buffer of approximately 40 feet (12.19 meters) that ultimately extends from Hamilton Boulevard into the interior of the Property. This linear buffer will originate from the centerline of the existing main access road as specifically identified in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report and will extend 20 feet (6.08 meters) to either side.

- The Acceptable Development Area – Secondary Access Road(s) will consist of linear buffers of approximately 30 feet (9.14 meters) extending from the centerline of any current or future secondary access roads as specifically identified in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report and will extend 15 feet (4.57 meters) to either side.

- The Acceptable Development Area – Auxiliary Facilities will consist of a polygon directly adjacent to the ADA – Main Access Road. The polygon, as specifically identified in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report, will encompass a total area of approximately one-half acre (2023 meters^2).

Resource Protection Areas (also referred to herein as "RPAs") – The areas which contain unique or special natural features including, but not limited to, streams, ponds, wetlands, marshes, or steep slopes and their supporting buffer lands, and in which this Easement excludes the construction or placement of permanent or temporary buildings and anthropogenic perturbations (manmade disturbances). A total of four (4) Resource Protection Areas will exist on the entire Property: 1) the Resource Protection Area – Rabbit Creek, 2) the Resource Protection Area – Whiskey Branch, 3) the Resource Protection Area – Unnamed Headwater of Rabbit Creek, and 4) the Resource Protection Area – Palustrine Wetlands.

- The Resource Protection Area – Rabbit Creek will consist of a linear buffer of approximately 200 feet (60.96 meters). This linear buffer will originate from the approximate center of Rabbit Creek as specifically identified in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report and will extend towards either side of the aquatic feature for 100 feet (30.48 meters).

- The Resource Protection Area – Whiskey Branch will consist of a linear buffer of approximately 200 feet (60.96 meters). This linear buffer will originate from the approximate center of Whiskey Branch as specifically identified in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report and will extend towards either side of the aquatic feature for 100 feet (30.48 meters).

- The Resource Protection Area – Unnamed Headwater of Rabbit Creek will consist of a linear buffer of approximately 200 feet (60.96 meters). This linear buffer will originate from the approximate center of the unnamed headwater of Rabbit Creek as specifically identified in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report and will extend towards either side of the aquatic feature for 100 feet (30.48 meters).

- The Resource Protection Area – Palustrine Wetlands will consist of polygonal buffers that will originate at the highwater line of the respective palustrine wetland, as specifically identified in the Conservation Easement Map in Section XI of the Baseline Documentation Report.

Open Area (also referred to herein as an "OA") – The remainder of the Property, after excluding the Acceptable Development Areas and the Resource Protection Areas in which this Easement excludes various anthropogenic perturbations set forth in Section 5 (entitled "Prohibited Uses"), Subsections 5.1 – 5.18 and allows activities set forth in Subsections 8.3, 8.3.A, 8.3.B, 8.3.C, 8.3.D, 8.3.E, 8.3.F, 8.3.G, and 8.3.H (entitled "Open Area").

8.1 *Acceptable Development Areas*. Notwithstanding anything herein which may be interpreted to the contrary, (1) no development is permitted if such use or activity will materially impair or interfere with the Conservation Values or the Purpose of this Easement, and (2) the ADA boundaries shall not be modified. The following activities are permitted within each Acceptable Development Area to the extent indicated provided that, unless otherwise noted, Grantor notifies the Conservancy in writing no later than sixty (60) working days prior to exercising the prescribed permitted uses.

8.1.A Acceptable Development Area – Main Access Road. With prior written notice to the Conservancy, Grantor may maintain, improve, repair, remove, enlarge, or replace the main access road within the area shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report, as ADA – Main Access Road. No portion of the main access road shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material except for steep slope areas that may require additional hardening of the surface to reduce erosion. Said improvements shall be located completely within the corresponding ADA – Main Access Road. The foregoing permissions include, to the extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions. Any area of the Property disturbed by activity pursuant to temporary easements and permission to access any area of the Property in connection with such permissions must be revegetated and restored to a natural condition promptly after completion of access to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

8.1.B Acceptable Development Area – Secondary Access Road(s). With prior written notice to the Conservancy, Grantor may construct, maintain, improve, repair, remove, enlarge or replace any agricultural access roads within the area shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report, as ADA – Secondary Access Road(s). No portion of any secondary access road shall be paved or otherwise covered with concrete, asphalt,

or any other impervious paving material except for steep slope areas that may require additional hardening of the surface to reduce erosion. Said improvements shall be located completely within the corresponding ADA – Secondary Access Road(s). The foregoing permissions include, to the extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions. Any area of the Property disturbed by activity pursuant to temporary easements and permission to access any area of the Property in connection with such permissions must be revegetated and restored to a natural condition promptly after completion of access to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

8.1.C Acceptable Development Area – Auxiliary Facilities. With prior written notice to and permission from the Conservancy, Grantor may construct, maintain, improve, repair, remove, or replace 1) a small parking area (a maximum total of three (3) car capacity), 2) an informational kiosk, 3) picnic tables, and 4) an access road ultimately connecting the ADA – Auxiliary Facilities with the ADA – Main Access Road within the area shown in the Conservation Easement Map in *Section X* of the Baseline Documentation Report as Acceptable Development Area – Auxiliary Facilities. There will be a maximum total of one (1) Acceptable Development Area – Auxiliary Facilities on the entire Property. Said improvements shall be located completely within the ADA – Auxiliary Facilities. All activities related to the construction, maintenance, improvement, repair, removal or replacement of the parking area, the informational kiosk, picnic tables, and access road shall be confined to the Acceptable Development Area – Auxiliary Facilities. Any area of the ADA – Auxiliary Facilities disturbed in connection with the construction, maintenance, improvement, repair, removal or replacement of the parking area, the informational kiosk, picnic tables, and access road (which do not contain the parking area, the informational kiosk, picnic tables, and access road) must be revegetated and restored to a natural condition promptly after completion of such activities to ensure that the location of such activities does not substantially diminish or impair the Conservation Values.

8.1.C.i Building Restrictions. With prior written notice to and permission from the Conservancy, Grantor may construct, maintain, repair or replace the aforementioned auxiliary facilities within the area depicted in the Conservation Easement Map in *Section X* of the Baseline Documentation Report as Acceptable Development Area – Auxiliary Facilities provided that any structure must be designed and situated to blend with the natural surroundings and complement the natural and scenic features of the landscape so long as such improvements are in accordance with local, state, and federal laws.

8.1.C.ii Parking Area. With prior written notice to the Conservancy, Grantor may construct, maintain, repair or replace a parking area within the area depicted in the Conservation Easement Map in *Section X* of the Baseline Documentation Report as Acceptable Development Area – Auxiliary Facilities so long as such improvements 1) are in accordance with local, state, and federal laws, and 2) does not exceed a maximum total of four hundred (400) square feet (37 meters ^{2}) which should accommodate a maximum total of three (3) parking spaces. No portion of the parking area shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material. Said improvements shall be located completely with the ADA – Auxiliary Facilities.

8.1.C.iii Informational Kiosk. With prior written notice to and permission from the Conservancy, Grantor may construct, maintain, repair or replace one (1) informational kiosk within the area depicted in the Conservation Easement Map in *Section X* of the Baseline Documentation Report as Acceptable Development Area – Auxiliary Facilities provided that any structure must be designed and situated to blend with the natural surroundings and complement the natural and scenic features of the landscape so long as such improvements are in accordance with local, state, and federal laws.

8.1.C.iv Access Road. With prior written notice to and permission from the Conservancy, Grantor may construct, maintain, repair or replace one (1) access road within the area depicted in the Conservation Easement Map in *Section X* of the Baseline Documentation Report as Acceptable Development Area – Auxiliary Facilities, and to have the access road ultimately connect the ADA – Auxiliary Facilities with the ADA – Main Access Road. No portion of the access road shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material. Said improvements shall be located completely with the ADA – Auxiliary Facilities.

8.2 *Resource Protection Areas*. The following activities are permitted within the Resource Protection Areas to the extent indicated.

8.2.A Fences. Without prior written permission from or notice to the Conservancy, Grantor may maintain, improve, repair, remove, enlarge, or replace existing fences in the area shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report as Resource Protection Areas for purposes of preventing trespass on the Property.

8.2.B Water Resources. Without prior written permission from or notice to the Conservancy, Grantor may utilize water sources, courses, and bodies within the area shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report as Resource Protection Areas so long as such usage is in accordance with local, state and federal laws and shall be consistent with sound agricultural practices and a current NRCS conservation plan, or its equivalent, as prepared by the USDA or similar agency. The foregoing permissions include, to the maximum extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions. Any temporary easements and permission to access any area of the Property in connection with such permissions which is disturbed by activity must be revegetated and restored to a natural condition promptly after completion of access to ensure that the location of such activity does not substantially diminish or impair the Conservation Values. Under no circumstances will any wetlands in the Resource Protection Area – Palustrine Wetlands be drained or materially altered.

8.2.C Control of Exotic Species. With prior written notice to the Conservancy, Grantor may manage the area shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report as Resource Protection Areas for intrusion of exotic species provided that all such cuttings and vegetation management shall be conducted in a manner that minimizes damage to the Property, and so long as these activities preserve the value of the Resource Protection Areas as high priority habitat, wildlife habitat, riparian buffer, aquatic ecosystem, and preserves the Conservation Values. Any temporary easements and permission to access any area

of the Property in connection with such permissions which is disturbed by activity must be revegetated and restored to a natural condition promptly after completion of extraction to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

8.2.D Raised Walkways & Wildlife Viewing Platforms. With prior written notice to the Conservancy, Grantor may construct, maintain, repair, remove, enlarge or replace raised walkways & wildlife viewing platforms within the area shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report as the Resource Protection Areas provided that any structure must be designed and situated to blend with natural surroundings and complement the natural and scenic features of the landscape so long as such improvements are in accordance with local, state and federal laws. The foregoing permissions include, to the maximum extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions, including, without limitation, construction, repair, and maintenance of the structure and appurtenances permitted subservient utilities. Any temporary easements and permission to access any area of the Property in connection with such permissions which are disturbed by activity must be revegetated and restored to a natural condition promptly after completion of extraction to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

8.2.E Hunting Stands and Platforms. Without prior written permission from or notice to the Conservancy, Grantor may establish and maintain temporary hunting stands and platforms within the area shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report as Resource Protection Areas provided that such accessories are erected and maintained in a manner that minimizes damage to the Property, and so long as these activities preserve the value of the Resource Protection Areas as wildlife habitat, riparian buffer, and aquatic ecosystem. The foregoing permissions include, to the extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions, including, without limitation, construction, repair, and maintenance of the structure and appurtenances for permitted subservient utilities. Any temporary easements and permission to access any area of the Property in connection with such permissions which are disturbed by activity must be revegetated and restored to a natural condition promptly after completion of access to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

8.2.F Trails. With prior written notice to the Conservancy, Grantor may establish and maintain a foot trail anywhere in the Resource Protection Areas to be used for outdoor recreation and education.

> 8.2.F.i Trail. The trail may include steps and railings and other trail surface structures as well as bridges and culverts for traversing wet areas.
>
> 8.2.F.ii Trail Width. The trail may not exceed 10 feet (3.048 meters) in width.
>
> 8.2.F.iii Trail Covering. The trail may be covered, if at all, only by wood chips, gravel, or any other porous surface so as not to enhance stormwater runoff into the wetland/stream.

8.2.F.iv Trail Signs. The trail may include signs to mark the trail; to provide information regarding applicable times, place, and manner restrictions; for interpretive purposes; and to indicate the interest of Grantor and the Conservancy are permitted.

8.2.G All-Terrain Vehicle Access. Without prior written permission from or notice to the Conservancy, Grantor may permit the temporary use of all-terrain vehicles within the area shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report as Resource Protection Areas.

8.2.H Recreation and Educational Usages. Without prior written permission from or notice to the Conservancy, Grantor may use area(s) shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report as Resource Protection Areas for low-impact outdoor recreation, education, nature observation and scientific study, so long as these activities preserve the value of the Resource Protection Areas as high priority habitat, wildlife habitat, riparian buffer and aquatic ecosystem, and do not materially diminish or impair the Conservation Values.

8.2.I Carbon Credits. Grantor shall retain all rights, benefits, privileges and credits related to carbon sequestration in the above ground and below ground biomass, and the soil of the Resource Protection Areas.

8.3 *Open Area*. The following activities are permitted within the Open Area to the extent indicated.

8.3.A Fences. With prior written notice to the Conservancy, Grantor may maintain, repair or replace existing fences shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report, as Open Area. No new fences may be constructed in the Open Area.

8.3.B Trails. Without prior written permission from or notice to the Conservancy, Grantor may establish and maintain a foot trail anywhere in the Open Area for outdoor recreation and education.

8.3.B.i Trail. The trail may include steps and railings and other trail surface structures as well as bridges and culverts for traversing wet areas.

8.3.B.ii Trail Width. The trail may not exceed 10 feet (3.048 meters) in width.

8.3.B.iii Trail Covering. The trail may be covered, if at all, by wood chips, gravel, or any other porous surface so as not to enhance stormwater runoff into the wetland/stream.

8.3.B.iv Trail Signs. The trail may include signs to mark the trail; to provide information regarding applicable times, place, and manner restrictions; for interpretive purposes, and to indicate the interest of Grantor and the Conservancy.

8.3.C Control of Exotic Species. With prior written notice to the Conservancy, Grantor may manage the area shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report, as the Open Area for intrusion of exotic species provided that all such cuttings and vegetation management shall be conducted in a manner that minimizes damage to

the Property, preserves the value of the Open Area as wildlife habitat and aquatic ecosystem, and preserves the Conservation Values. The foregoing permissions include, to the extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions. Any temporary easements and any area of the Property accessed in connection with such permissions which are disturbed by activity must be revegetated and restored to a natural condition promptly after completion of access such that those temporary easements or activities do not substantially diminish or impair the Conservation Values.

8.3.D Hunting Stands and Platforms. Without prior written permission from or notice to the Conservancy, Grantor may establish and maintain temporary hunting stands and platforms within the area shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report, as Open Area provided that such accessories are erected and maintained in a manner that minimizes damage to the Property, and so long as these activities preserve the value of the Open Area as wildlife habitat. The foregoing permissions include, to the extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions. Any temporary easements and any area of the Property accessed in connection with such permissions which are disturbed by activity must be revegetated and restored to a natural condition promptly after completion of access such that those temporary easements or activities do not substantially diminish or impair the Conservation Values.

8.3.E Cutting and Clearing Trees. Without prior written permission from or notice to the Conservancy, Grantor may use area(s) shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report as Open Area, to remove trees and limbs which are fallen, dead, diseased or dangerous, limited to preserve the Conservation Values.

8.3.F All-Terrain Vehicle Access. Without prior written permission from or notice to the Conservancy, Grantor may permit the temporary use of all-terrain vehicles within the area shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report as Open Area.

8.3.G Recreation and Educational Usages. Without prior written permission from or notice to the Conservancy, Grantor may use area(s) shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report as Open Area for low-impact outdoor recreation, education, nature observation and scientific study, so long as these activities preserve the value of the Open Area as wildlife habitat.

8.3.H Carbon Credits. Grantor shall retain all rights, benefits, privileges and credits related to carbon sequestration in the above ground and below ground biomass, and the soil of the Open Area.

9. Access. Nothing contained herein shall be construed as affording the public access to any portion of the Property, although Grantor may permit public access to the Property on such terms and conditions as it deems appropriate, provided that such access is consistent with the terms of this Easement.

10. Representations and Warranties. Grantor represents and warrants that, after reasonable

investigation and to the best of its knowledge:

10.1 No substance defined, listed, or otherwise classified pursuant to any federal, state or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment exists or, to Grantor's knowledge, has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, from, or across the Property, except for fuels customarily used or transported in connection with camping, recreational or construction activities on the Property;

10.2 There are not now any underground storage tanks located on the Property, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the Property in a manner not in compliance with applicable federal, state, and local laws, regulations, and requirements;

10.3 Grantor and the Property are in compliance with all federal, state, and local laws, regulations, and requirements applicable to the Property and its use;

10.4 There is no pending or threatened litigation in any way affecting, involving, or relating to the Property;

10.5 No civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Property or its use, nor do there exist any facts or circumstances that Grantor might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders;

10.6 Grantor warrants that Grantor has good and sufficient title to the Property, that Grantor has good right, full power and lawful authority to grant and convey this Easement, that any mortgages or liens on the Property are and shall remain subordinate to the terms of this Easement, and Grantor hereby promises to warrant and forever defend the title to this Easement against all and every person or persons lawfully claiming by, through or under Grantor, the whole or any part thereof, except for rights-of-way, easements, restrictions, covenants and mineral reservations of record, which are acceptable to the Conservancy at the time of execution of this Easement.

11. Notice of Intention to Undertake Certain Permitted Actions. Unless otherwise stated therein, Grantor will notify the Conservancy of its intention to engage in an activity reserved in Section 8 of this Easement. Notwithstanding anything herein to the contrary, Grantor is required to notify the Conservancy prior to exercising any reserved right as required under a literal reading of Treasury Regulation Section 1.170A-14(g)(5)(ii). Any such notice must be given at least sixty (60) days before the commencement of the activity. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Conservancy to make an informed judgment as to its consistency with the Purpose of this Easement. Continuation of existing or previously approved practices and uses, upkeep, completion, and repair of existing structures, roads and trails shall not require notice.

12. The Conservancy's Approval. The Conservancy shall grant or withhold its approval in writing within sixty (60) days of receipt of Grantor's written request therefore under Sections 6 and 8 of this Easement. Failure of the Conservancy to respond in writing within such sixty (60) days shall be deemed to constitute denial by the Conservancy of any such request submitted for approval.

13. Conservancy's Remedies: Enforcement. The Conservancy shall have the right to prevent and correct or require correction of violations of the terms and Purpose of this Easement. The Conservancy may enter the Property for the purpose of inspecting for violations in accordance with Section 4.2 above. If the Conservancy finds what it believes is a violation, or a threat of a violation of the terms or the Purpose of this Easement, the Conservancy shall notify Grantor in writing of the nature of the alleged violation. Upon receipt of this written notice, Grantor shall immediately discontinue any activity that could increase or expand the alleged violation and shall either: (1) begin restoring the Property as best as possible to its condition prior to the violation in accordance with a plan approved by the Conservancy; or (2) provide a written explanation to the Conservancy of the reason why the alleged violation should be permitted. If the Conservancy is not satisfied with Grantor's written explanation, both Parties agree to meet as soon as possible to resolve the difference. If a resolution of this difference cannot be achieved at the meeting, both Parties agree to meet with a mutually acceptable mediator in an attempt to resolve the dispute pursuant to Section 13.1 below.

Should Grantor not immediately discontinue any activity that could increase or expand the alleged violation; or should mediation fail to resolve the dispute within sixty (60) days of the Conservancy's written notice to Grantor of the alleged violation, or by such other date as the Parties may mutually agree, the Conservancy may take appropriate legal action pursuant to the Sections below. The Conservancy's remedies described in this Easement shall be cumulative and shall be in addition to all remedies now and hereafter existing at law or in equity, including the right to recover any damages for loss of scenic or environmental Conservation Values. The failure of the Conservancy to discover a violation or to take immediate legal action does not and should not bar the Conservancy from exercising the right of enforcement at any later date.

13.1 *Mediation*. If a dispute arises between the Parties concerning the consistency of any proposed use or activity with the Purpose of this Easement, and Grantor agrees not to proceed with the use or activity pending resolution of the dispute, either Party may refer the dispute to mediation by request made in writing upon the other. Within ten (10) days of the receipt of such request, the Parties shall select a single trained and impartial mediator with experience in conservation easements and other land preservation tools. If the Parties are unable to agree on the selection of a single mediator, then the Parties shall each select a trained and impartial mediator with experience in conservation easements and other land preservation tools, and those two mediators shall select a similarly skilled mediator who shall alone mediate the dispute. Mediation shall proceed in accordance with the following guidelines:

13.1.A Purpose. The purpose of the mediation is to: (1) promote discussion between the Parties; (2) assist the Parties to develop and exchange pertinent information concerning the issues in dispute; and (3) assist the Parties to develop proposals which will enable them to arrive at a

mutually acceptable resolution of the controversy. The mediation is not intended to result in any express or *de facto* modification or amendment of the terms, conditions, or restrictions of this Easement.

13.1.B Participation. The mediator may meet with the Parties and their counsel jointly or *ex parte*. The Parties agree that they will participate in the mediation process in good faith and expeditiously, attending all sessions scheduled by the mediator. Representatives of the Parties with settlement authority will attend mediation sessions as required by the mediator.

13.1.C Confidentiality. All information presented to the mediator shall be deemed confidential and shall be disclosed by the mediator only with the consent of the Parties or their respective counsel. The mediator shall not be subject to subpoena by any Party in any subsequent litigation. No statements made or documents prepared for mediation sessions shall be disclosed in any subsequent proceedings or construed as an admission of a Party.

13.1.D Time Period. Neither Party shall be obligated to continue the mediation process beyond a period of sixty (60) days from the date of receipt of the initial request or if the mediator concludes that there is no reasonable likelihood that continuing mediation will result in a mutually agreeable resolution of the dispute. The Parties shall each bear 50% of the mediator's fees.

13.2 *Injunctive Relief*. The Conservancy may bring action at law or in equity, *ex parte* as necessary, in a court of competent jurisdiction, to enforce the terms of this Easement and to enjoin by temporary or permanent injunction a violation, including to require or cause the restoration of the Property to the condition that existed prior to the violation, under the following circumstances:

13.2.A If Grantor, after receipt of a notice of violation from the Conservancy, fails immediately to discontinue any activity that could increase or expand alleged violation; or

13.2.B If Grantor, after receipt of a notice of violation from the Conservancy, fails within ten (10) days either to provide a written explanation to the Conservancy of the reason why the alleged violation should be permitted or begin restoring the Property as best as possible to its condition prior to the violation; or

13.2.C If Grantor, after commencing to restore the Property to its condition prior to a violation, fails to diligently cure the violation within a reasonable amount of time.

13.3 *Damages*. The Conservancy shall be entitled to recover damages for violations of the terms of this Easement or injury to the Conservation Values, including, without limitation, damages for the loss of scenic, aesthetic, or environmental purposes. Without limiting Grantor's liability, the Conservancy, in its sole discretion, may apply damages recovered to the cost of undertaking any corrective action on the Property.

13.4 *Emergency Enforcement*. If the Conservancy reasonably believes an ongoing or threatened imminent activity violates this Easement, the Conservancy may, in its sole discretion, take immediate legal action as set forth in this Section 13 without prior notice to Grantor and without

waiting for the period provided for cure to expire.

13.5 *Scope of Relief*. The Conservancy's rights under this Section 13 apply equally in the event of actual or threatened violations of the terms of this Easement. Grantor agrees that the Conservancy's remedies at law for any violation of the terms of this Easement are inadequate and that the Conservancy shall be entitled to the injunctive relief described in Section 13.2, both prohibitive and mandatory, in addition to such other relief to which the Conservancy may be entitled, including specific performance of the terms of this Easement. The Conservancy's remedies described in this Section 13 shall be cumulative and shall be in addition to all remedies now and hereafter existing at law or in equity.

13.6 *Cost of Enforcement*. All reasonable costs incurred by the Conservancy in enforcing the terms of this Easement against Grantor including, without limitation, costs and expenses of suit and reasonable attorney's fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor; provided, however, that if Grantor ultimately prevails in a judicial enforcement action each Party shall bear its own costs.

13.7 *The Conservancy's Discretion*. Enforcement of the terms of this Easement shall be at the sole discretion of the Conservancy, and any forbearance by the Conservancy to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by the Conservancy of such term or subsequent breach of the same or any other term of this Easement or of any of the Conservancy's rights under this Easement. No delay or omission by the Conservancy in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

13.8 *Forbearance Not a Waiver*. Any forbearance by the Conservancy to exercise its rights under this Easement in the event of any violation of this Easement shall not be deemed or construed to be a waiver by the Conservancy of such violation or another violation of this Easement or of any of Conservancy's rights under this Easement. No delay or omission by the Conservancy in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver.

13.9 *Acts Beyond Grantor's Control*. Nothing contained in this Easement shall be construed to entitle the Conservancy to bring any action against Grantor for any injury to or change in the Property resulting from Natural Causes, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property or person(s) resulting from such Natural Causes. Grantor is not responsible for acts of third parties who are out of Grantor's control, except that Grantor is responsible for guests and other third parties authorized by Grantor to access the Property.

14. Costs, Liabilities, Taxes, and Environmental Compliance.

14.1. *Costs, Legal Requirements and Liabilities*. City is self-insured for general liability purposes. City shall, at all times during the term of the agreement, maintain sufficient cash reserves dedicated to the payment of claims, and maintain the present financial ability to pay claims, in the amount of $100,000.00 for injury to or death of one person; $300,000.00 for injury

or death to more than one person growing out of one accident; and $100,000.00 for property damage loss.

14.2 *Taxes*. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "Taxes"), including any Taxes imposed upon, or incurred as a result of, this Easement, and shall furnish the Conservancy with satisfactory evidence of payment upon request.

14.3 *Remediation*. If, at any time, there occurs, or has occurred, a release in, on, or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, soil, or in any way harmful or threatening to human health or the environment, Grantor agrees to take all steps necessary to ensure its containment and remediation, including cleanup that may be required, unless the release was caused by the Conservancy, in which case the Conservancy shall be responsible therefore.

14.4 *Control*. Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in the Conservancy to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor's permissible activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (the "CERCLA"), and any Alabama state law counterpart.

15. Vesting of Real Property Interest and Allocation of Proceeds Following Judicial Extinguishment or Condemnation. The donation of this Easement gives rise to a property right, immediately vested in the Conservancy, which has a fair market value that is at least equal to the proportionate value that this Easement bears on the date hereof to the fair market value of the Property as a whole at that time. Such proportionate value shall remain constant.

It is the intention of the Parties that no change in conditions surrounding the Property, including for example, but without limitation, changes in the use of properties adjoining or in the vicinity of the Property, will at any time or in any event result in the extinguishment of any of the terms and restrictions set forth in this Easement (the Purpose of this Easement).

Notwithstanding the foregoing intention, in order to ensure compliance with 26 CFR 1.170A-14(g)(6), if a sudden and unexpected change in conditions surrounding the Property make impossible or impractical the continued use of the Property for conservation purposes as described herein, and as a result of such change, gives rise to the extinguishment of this Easement by judicial proceedings, the Conservancy, on a subsequent sale or exchange of all or part of the Property, shall be entitled to a portion of the proceeds of such sale or exchange at least equal to the proportionate value that the perpetual conservation easement granted hereunder bears to the value of the Property as a whole on the date hereof unless state law provides that the Grantor is entitled to the full proceeds for such judicial conversion without regard to the terms of this Easement. Such portion of the proceeds allocable to the Conservancy shall be used by the Conservancy in a manner consistent with the Purpose of this Easement as set forth herein.

This Section shall also apply whenever all or part of the Property is taken by the exercise of eminent domain by judicial proceedings the same as any other extinguishment by judicial proceedings otherwise described in this Section. Grantor and the Conservancy shall join in appropriate actions at the time of such taking by eminent domain to recover the full value of the taking and all incidental or direct damages resulting from such taking.

This Section shall be construed to cause this Easement to conform to the requirements of 26 CFR §1.170A-14(g)(6), it being the specific intention of the parties that the conservation purposes protected in this Easement shall be treated as being protected in perpetuity in accordance with 26 CFR §1.170A-14(g)(6).

16. Assignment. This Easement is transferable, but the Conservancy may assign its rights and obligations under this Easement only to a "qualified organization" that is deemed to be so qualified at the time of transfer under Section 170(h) of the Code. As a condition precedent to such transfer, the Conservancy shall require its successors and assigns to enter into a specific written agreement to be bound by this Easement, which written agreement shall state that the Purpose this Easement is intended to advance shall continue to be carried out by such transferee. The Conservancy shall provide Grantor at least sixty (60) days advance notice of any assignments, so that Grantor can determine whether the proposed assignee satisfies the criteria of this Section 16. Grantor's prior written consent to assignment is necessary to make the assignment effective, and the Conservancy shall not assign its rights hereunder without Grantor's prior written consent.

17. Subsequent Transfers. Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. The failure of Grantor to perform any act required by this Section shall not impair the validity of this Easement or limit its enforceability in any way.

18. Notices. Any notice, demand, request, consent, approval, or communication that either Party desires or is required to give to the other regarding the specifics of this Easement shall be in writing and either served personally or sent by first class mail, postage prepaid, or electronic correspondence (email) addressed as follows:

Grantor: City of Mobile
Attn: City Legal Department
205 Government Street
Mobile Government Plaza
Mobile, Alabama 36644
email: rhonda.lewis@cityofmobile.org

To Conservancy: Pelican Coast Conservancy, Inc.
Attn: Dr. Robert D. Keller, Chief Executive Officer
403 Conti Street
Mobile, Alabama 36602

email: rkeller@pelicancoastconservancy.org

With a copy to: Phil M. Landrum, III
Landrum & Landrum Attorneys
95 Stegall Drive
Jasper, Georgia 30143
email: phil@landrumandlandrum.com

or to such other address or email address as either Party from time to time shall designate by written notice to the other.

19. Recordation. The Conservancy shall record this instrument in a timely fashion in the official records of Mobile County, Alabama and may re-record it at any time as may be required to preserve its rights in this Easement. Grantor will pay any recordation charges.

20. Subordination. If at the time of conveyance of this Easement, the Property is subject to a Deed to Secure Debt, the holder of which has agreed by separate instrument, a copy of which is attached hereto as **Exhibit "C"** to subordinate its rights in the Property to the extent necessary to permit the Conservancy to enforce the Purpose of this Easement in perpetuity and to prevent any modification or extinguishment of this Easement by exercise of any rights of the Deed to Secure Debt.

21. Future Technology. No use shall be made of the Property, and no activity thereon shall be permitted that is, or is likely, to become inconsistent with the Purpose of this Easement. Grantor and Conservancy acknowledge that, in view of the perpetual nature of this Easement and the predicted climate changes due to global warming, they are unable to foresee all potential land uses, future technologies, and future evolution of the land and other natural resources, and other future occurrences affecting the Purpose of this Easement. The Conservancy therefore, in its reasonable discretion in accord with then current scientific research and findings disseminated by the IPCC or its equivalent, may determine whether (a) proposed uses or proposed improvements not contemplated by or addressed in this Easement, or (b) alterations in existing uses or structures, are consistent with the Purpose of this Easement.

22. General Provisions.

22.1 *Exhibits*. The following exhibits are attached to and incorporated by reference into this Easement. Exhibit A: Property Legal Description, Exhibit B: Baseline Documentation Report, Exhibit C: Subordination Document (if necessary).

22.2 *Definitions*. The terms "Grantor" and "Conservancy," wherever used herein, and any pronouns used in place of those terms, shall be deemed to include, respectively, Grantor and its heirs, personal representatives, executors, administrators, successors and assigns, and the Conservancy, its successors and assigns.

22.3 *Controlling Law*. The interpretation and performance of this Easement shall be governed by the laws of the State of Alabama.

22.4 *Liberal Construction*. Any general rule of construction to the contrary notwithstanding, this Easement shall be reasonably construed in favor of the grant to affect the Purpose of this Easement and the policy and purpose of Alabama law. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

22.5 *Severability*. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

22.6 *Entire Agreement*. This instrument sets forth the entire agreement of the Parties with respect to this Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Easement, all of which are merged herein.

22.7 *No Forfeiture*. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

22.8 *Joint Obligation*. The obligation imposed by this Easement upon Grantor shall be joint and several (in the event that there is more than one Grantor).

22.9 *Successors*. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

22.10 *Termination of Rights and Obligations*. Except as otherwise provided herein, a Party's rights and obligations under this Easement terminate upon transfer of the Party's interest in this Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

22.11 *Captions*. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretations.

22.12 *Counterparts*. The Parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both Parties; each counterpart shall be deemed an original instrument as against any Party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

22.13 *No Extinguishment Through Merger.* Any deed, transfer, or assignment of any fee title interest in the Property to the Conservancy or any successor holder of this Easement shall be void *ab initio* if it results in the merger of this Easement with the fee title interest in the Property in accordance with applicable law. The provisions of this Section 22.13 are intended to prevent such merger. The provisions of this Section 22.13 shall apply, and shall be construed to apply, to

the Conservancy as holder, and to any successor holder organizations.

22.14 *Executory Limitation.* If the Conservancy dissolves, ceases to exist, is unable or unwilling to carry out its responsibilities under this Easement, or no longer qualifies 1) under Section 170(h) of the Code, or 2) is no longer authorized to acquire and hold conservation easements under Alabama law, then the Conservancy shall have the right, subject to the provisions of Section 16 herein, to transfer the conservation easement created by this Easement, and the rights and obligations hereunder, to any public agency or private nonprofit organization that, at the time of transfer, is a "qualified organization" under Section 170(h) of the Code, but only if the agency or organization expressly agrees to assume the responsibility imposed on the Conservancy by this Easement. If the Conservancy dissolves, ceases to exist, is unable or unwilling to carry out its responsibilities under this Easement, or no longer qualifies 1) under Section 170(h) of the Code, or 2) as authorized to acquire and hold conservation easements under Alabama law, and a transfer has not been made pursuant to the foregoing sentence, then the rights and obligations under this Easement shall vest in such organization as a court of competent jurisdiction shall direct pursuant to applicable Alabama state law and consistent with the requirements for an assignment pursuant to Section 16.

22.15 *Indemnification and Hold Harmless*. Conservancy shall be responsible for and shall indemnify and hold harmless the City from and against claims, damages, fines, or liabilities arising solely from the Conservancy's gross negligence, willful misconduct, or violation of applicable law. Nothing contained herein shall be construed as a waiver of any rights, defenses, or immunities available to the City under the Constitution and laws of the State of Alabama.

23. Legal, Tax, and Other Advice. Grantor represents that it has consulted Grantor's attorney, accountant, and other appropriate experts for advice relating to this Easement and any potential tax benefits that may inure Grantor in connection with this Easement. Grantor warrants, represents and agrees that the Conservancy has made no warranty or representation relating to 1) the value of the Property or the methodology or techniques used or useful in ascertaining or appraising the value of the Property (either before or after the granting of this Easement), 2) any entitlement to tax benefits by Grantor or the amount of any such benefits, or 3) whether the conveyance by Grantor of this Easement constitutes a "qualified conservation contribution" as defined in Section 170(h) of the Code.

24. No Goods or Services. Grantor and the Conservancy acknowledge that no goods or services or other consideration have been provided by the Conservancy to Grantor as consideration for this Easement, and the Conservancy will provide Grantor with a separate letter so stating, pursuant to the requirements of Section 170(f)(8) of the Code.

TO HAVE AND TO HOLD unto the Conservancy, its successors, and assigns forever.

IN WITNESS WHEREOF Grantor and the Conservancy have executed this Easement as of the date first written above.

GRANTOR:

CITY OF MOBILE,
a Municipal Corporation

BY: _____ Date: _____
Spiro N. Cheriogatis, Mayor
ITS: Mayor

ATTEST:

BY: _____ Date: _____
City Clerk

TO HAVE AND TO HOLD unto the Conservancy, its successors, and assigns forever.

IN WITNESS WHEREOF Grantor and the Conservancy have executed this Easement as of the date first written above.

CONSERVANCY:

PELICAN COAST CONSERVANCY, INC.,
an Alabama non-profit corporation

BY: _____
Robert D. Keller, Ph.D
Its Chief Executive Officer

I, _____the undersigned authority, a Notary Public in and for said State at Large, hereby certify that Robert D. Keller, Ph.D, whose name as Chief Executive Officer of PELICAN COAST CONSERVANCY, INC, an Alabama nonprofit corporation, is signed to the foregoing instrument, and who is known to me or who has produced proper identification, acknowledged before me on this day that, being informed of the contents of the document, 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 15th day of December, 2025.

_____
Notary Public, State of Alabama

Print _____ (Seal)

Exhibit "A"
Legal Description for City of Mobile

That real property situated in the County of Mobile, Sate of Alabama, described as follows, to-wit:

A Conservation Easement, blanket in nature, over and across Lot 7, Todd Acres Industrial Park, according to plat thereof recorded in Instrument No. 2024071039, of the records in the office of the Judge of Probate, Mobile County, Alabama.

OMB NO. 2502-0265

A.

U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

SETTLEMENT STATEMENT

B. TYPE OF LOAN:
1. ☐ FHA 2. ☐ FmHA 3. ☐ CONV. UNINS. 4. ☐ VA 5. ☐ CONV. INS.

6. FILE NUMBER: PCC-MOBILE8-25-4628
7. LOAN NUMBER:
8. MORTGAGE INS CASE NUMBER:

C. NOTE: *This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.*

D. NAME AND ADDRESS OF LAND TRUST:	E. NAME AND ADDRESS OF LANDOWNER:	F. NAME AND ADDRESS OF LENDER:
PELICAN COAST CONSERVANCY, INC. 403 CONTI STREET MOBILE, AL 36602	CITY OF MOBILE a municipal corporation 205 GOVERNMENT STREET MOBILE, AL 36644	

G. PROPERTY LOCATION:	H. SETTLEMENT AGENT: 58-1600156 Landrum & Landrum, Attorneys at Law	I. SETTLEMENT DATE:
off Todd Acres Drive & Kooiman Road Mobile, AL 36582 Mobile County, Alabama See Exhibit "A" Attached Hereto and Made a Part Hereof	PLACE OF SETTLEMENT 95 Stegall Drive, P.O. Box 400 Jasper, GA 30143	

J. SUMMARY OF LAND TRUST'S TRANSACTION			K. SUMMARY OF LANDOWNER'S TRANSACTION		
100. GROSS AMOUNT DUE FROM LAND TRUST:			**400. GROSS AMOUNT DUE TO LANDOWNER:**		
101. Contract Sales Price			401. Contract Sales Price		
102. Personal Property			402. Personal Property		
103. Settlement Charges to Land Trust (Line 1400)			403.		
104.			404.		
105.			405.		
Adjustments For Items Paid By Landowner in advance			*Adjustments For Items Paid By Landowner in advance*		
106. City/Town Taxes	to		406. City/Town Taxes	to	
107. County Taxes	to		407. County Taxes	to	
108. Assessments	to		408. Assessments	to	
109.			409.		
110.			410.		
111.			411.		
112.			412.		
120. GROSS AMOUNT DUE FROM LAND TRUST			*420. GROSS AMOUNT DUE TO LANDOWNER*		
200. AMOUNTS PAID BY OR IN BEHALF OF LAND TRUST:			**500. REDUCTIONS IN AMOUNT DUE TO LANDOWNER:**		
201. Deposit or earnest money			501. Excess Deposit (See Instructions)		
202. Principal Amount of New Loan(s)			502. Settlement Charges to Landowner (Line 1400)		40,704.60
203. Existing loan(s) taken subject to			503. Existing loan(s) taken subject to		
204.			504. Payoff of first Mortgage		
205.			505. Payoff of second Mortgage		
206.			506.		
207.			507.		
208.			508.		
209.			509.		
Adjustments For Items Unpaid By Landowner			*Adjustments For Items Unpaid By Landowner*		
210. City/Town Taxes	to		510. City/Town Taxes	to	
211. County Taxes	to		511. County Taxes	to	
212. Assessments	to		512. Assessments	to	
213.			513.		
214.			514.		
215.			515.		
216.			516.		
217.			517.		
218.			518.		
219.			519.		
220. TOTAL PAID BY/FOR LAND TRUST			*520. TOTAL REDUCTION AMOUNT DUE LANDOWNER*		40,704.60
300. CASH AT SETTLEMENT FROM/TO LAND TRUST:			**600. CASH AT SETTLEMENT TO/FROM LANDOWNER:**		
301. Gross Amount Due From Land Trust (Line 120)			601. Gross Amount Due To Landowner (Line 420)		
302. Less Amount Paid By/For Land Trust (Line 220)		( )	602. Less Reductions Due Landowner (Line 520)		(40,704.60)
303. CASH (FROM) (TO) LAND TRUST		0.00	*603. CASH (TO) (X FROM) LANDOWNER*		40,704.60

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.

Land Trust: PELICAN COAST CONSERVANCY, INC.
an Alabama non-profit corporation
By: _____
Robert D. Keller, Ph.D., Its Chief Executive Officer

Landowner: CITY OF MOBILE
a municipal corporation
By: _____
Spiro N. Cheriogatis, Its Mayor

Attest _____
Lisa Lambert, City Clerk

HUD-1 (3-86) RESPA, HB4305.2

L. SETTLEMENT CHARGES

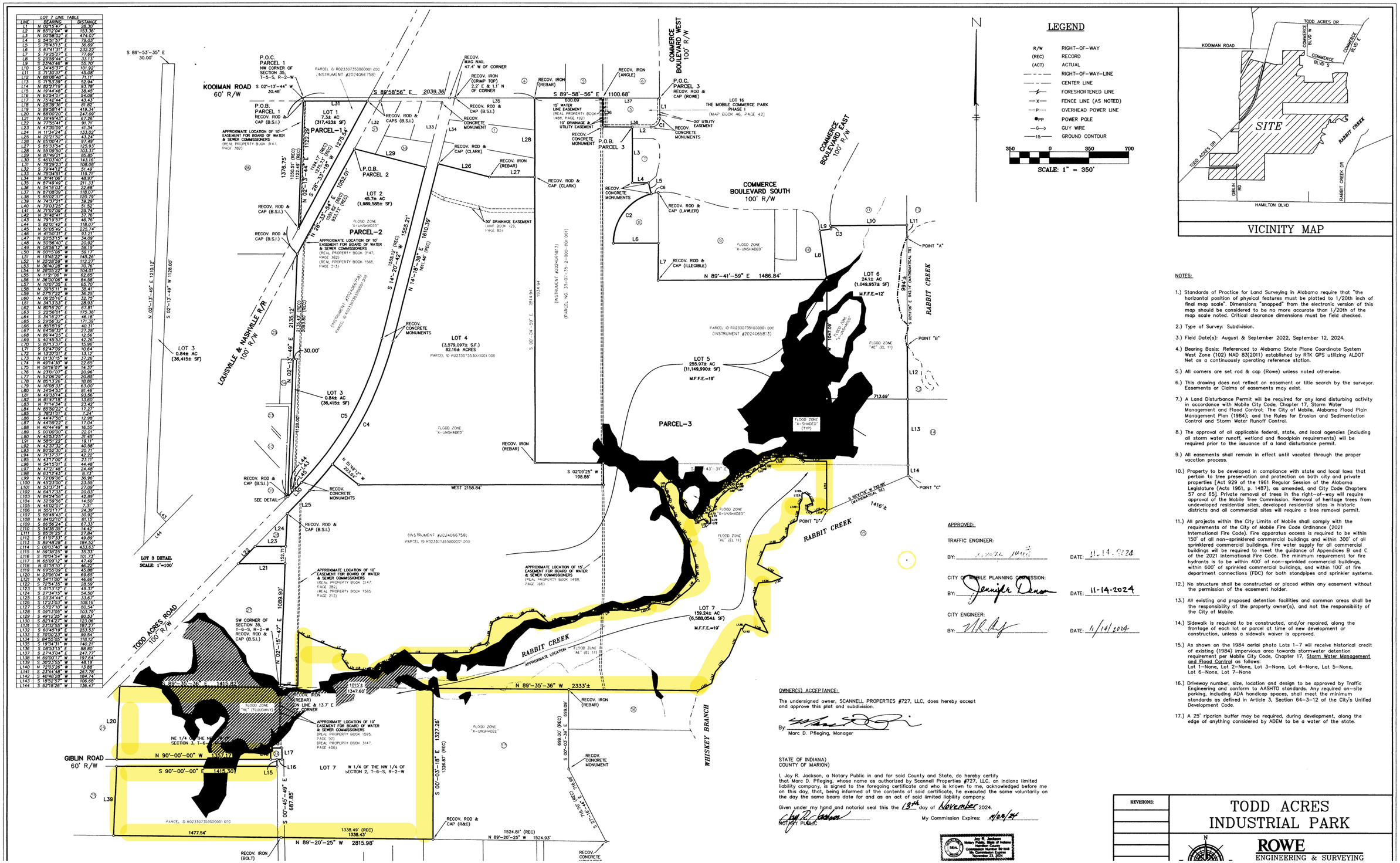
			PAID FROM LAND TRUSTS FUNDS AT SETTLEMENT	PAID FROM LANDOWNER'S FUNDS AT SETTLEMENT
700. TOTAL COMMISSION Based on Price	$	@ %		
Division of Commission (line 700) as Follows:				
701. $ to				
702. $ to				
703. Commission Paid at Settlement				
704. to				
800. ITEMS PAYABLE IN CONNECTION WITH LOAN				
801. Loan Origination Fee 0.00 % to				
802. Loan Discount % to				
803. Appraisal Fee to				
804. Credit Report to				
805. Lender's Inspection Fee to				
806. Mortgage Ins. App. Fee to				
807. Assumption Fee to				
808.				
809.				
810.				
811.				
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE				
901. Interest From to @ $ /day (days %)				
902. MIP Totlns. for Life Of Loan for months to				
903. Hazard Insurance Premium for 1.0 years to				
904.				
905.				
1000. RESERVES DEPOSITED WITH LENDER				
1001. Hazard Insurance	months @ $	per month		
1002. Mortgage Insurance	months @ $	per month		
1003. City/Town Taxes	months @ $	per month		
1004. County Taxes	months @ $	per month		
1005. Assessments	months @ $	per month		
1006.	months @ $	per month		
1007.	months @ $	per month		
1008.	months @ $	per month		
1100. TITLE CHARGES				
1101. Settlement or Closing Fee to				
1102. Abstract or Title Search to Landrum & Landrum, Attorneys at Law				300.00
1103. Title Examination to				
1104. Title Insurance Binder to				
1105. Document Preparation to				
1106. Notary Fees to				
1107. Attorney's Fees to Landrum & Landrum, Attorneys at Law				10,000.00
(includes above item numbers:)				
1108. Title Insurance to Surety Land Title, Inc.				250.00
(includes above item numbers:)				
1109. Lender's Coverage $				
1110. Owner's Coverage $ 25,500.00				
1111.				
1112. Deed & Baseline Processing Fee to Landrum & Landrum, Attorneys at Law				300.00
1113.				
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES				
1201. Recording Fees: Deed $; Mortgage $; Releases $				
1202. City/County Tax/Stamps: Transfer Tax ; Mortgage				
1203. State Tax/Stamps: Deed ; Intangible Tax				
1204. Record Easement POC: LANDOWNER				
1205.				
1300. ADDITIONAL SETTLEMENT CHARGES				
1301. Survey to				
1302. Pest Inspection to				
1303. Stewardship Fees to Pelican Coast Conservancy, Inc.				25,500.00
1304. Baseline Documentation Report to Pelican Coast Conservancy, Inc. POC: 5000				4,354.60
1305. 2025 Mobile County Tax Bill to Mobile County Alabama Revenue Commissioner POC: S1141.57				
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)			0.00	40,704.60

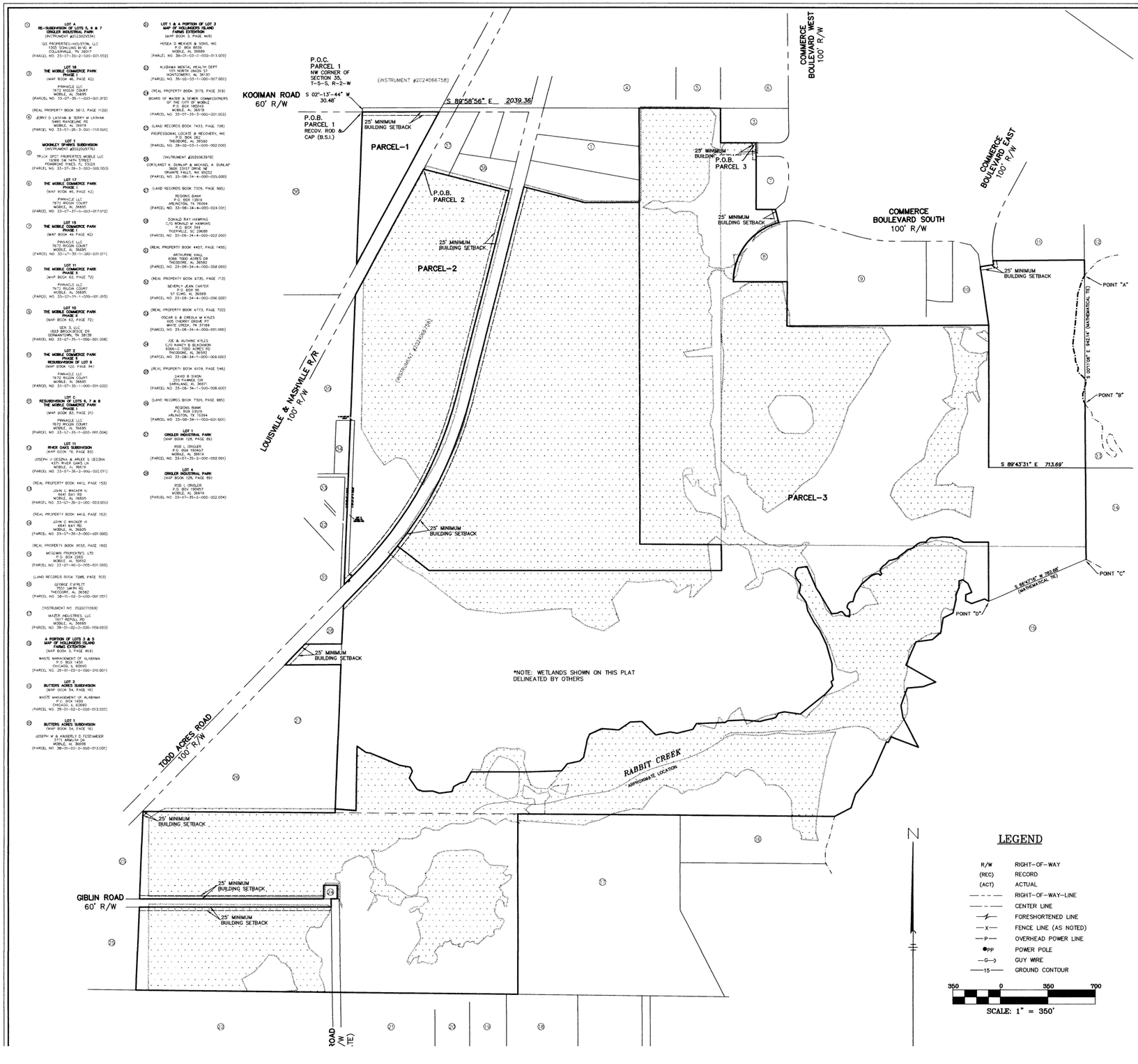
By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two page statement.

Certified to be a true copy.

Landrum & Landrum, Attorneys at Law
Settlement Agent

Inst. # 2024071039 Pages: 1 of 2 I certify this instrument filed on: 11/15/2024 11:09 AM
Doc: MAP Don Davis, Judge of Probate Mobile County, AL Rec: $13.00
Clerk: KSTOJANIK


KOOIMAN ROAD
60' R/W
COMMERCE BOULEVARD WEST
100' R/W
COMMERCE BOULEVARD EAST
100' R/W
COMMERCE BOULEVARD SOUTH
100' R/W
LOUISVILLE & NASHVILLE R/R
100' R/W
TODD ACRES ROAD
100' R/W
GIBLIN ROAD
60' R/W
WHISKEY BRANCH
RABBIT CREEK
P.O.C. PARCEL 1
NW CORNER OF SECTION 35, T-5-S, R-2-W
P.O.B. PARCEL 1
RECOV. ROD & CAP (B.S.I.)
LOT 1
7.3± AC
(317,423± SF)
PARCEL-1
LOT 2
45.7± AC
(1,989,585± SF)
PARCEL-2
LOT 3
0.84± AC
(36,415± SF)
LOT 4
(3,579,097± S.F.)
82.16± ACRES
LOT 5
255.97± AC
(11,149,990± SF)
M.F.F.E.=19'
LOT 6
24.1± AC
(1,049,927± SF)
M.F.F.E.=12'
LOT 7
159.24± AC
(6,588,054± SF)
M.F.F.E.=19'
PARCEL-3
P.O.C. PARCEL 3
RECOV. ROD & CAP (ROWE)
P.O.B. PARCEL 3
LOT 16
THE MOBILE COMMERCE PARK PHASE I
(MAP BOOK 46, PAGE 42)
S 89°-53'-35" E 30.00'
S 89°58'56" E 2039.36'
S 89°-58'-56" E 1100.68'
N 89°-41'-59" E 1486.84'
N 89°-35'-36" W 2333'±
WEST 2158.84'
S 02°09'25" W 198.88'
S 43°-31'-E
N 02°-13'-49" E 1210.12'
S 02°-13'-49" W 1128.00'
N 02°-13'-44" W 30.48'
N 02°-13'-49" E 2135.12'
N 02°-15'-47" E 1089.90'
S 89°-35'-36" E 1415.83'
N 90°-00'-00" W 1357.47'
S 90°-00'-00" E 1415.30'
S 00°-45'-49" E 687.85'
S 00°-03'-18" E 1327.26'
S 00°-04'-59" E 2614.94'
N 14°-18'-38" E 1610.38'
S 14°-20'-42" W 1555.21'
S 28°-33'-54" E 1052.01'
N 28°-33'-54" W 1279.34'
N 61°-39'-12" W 34.26'
S 61°-39'-12" E 34.26'
S 89°-58'-56" E 500.09'
S 43°-31'-E 1416'±
S 89°-41'-16" W 280.66'
N 89°-20'-25" W 1524.93'
1524.81' (REC)
1338.49' (REC)
1338.43'
1477.54'
2815.98'
1347.60'
1015'±
713.69'
1047.09'
699.09'
699.00' (REC)
1326.87' (REC)
1354.94'
1354.94' (REC)
1327.26' (REC)
1376.75'
1050.51' (REC)
1122.49'
1722.29'
1784.17' (REC)
1779.73' (REC)
1779.34'
1555.12' (REC)
1610.38' (REC)
2135.12'
2083.80' (REC)
1128.00'
1089.90'
1052.01'
1279.34'
1555.21'
1415.83'
1357.47'
1415.30'
687.85'
1210.12'
1128.00'
1722.29'
2039.36'
1100.68'
1486.84'
2333'±
2614.94'
1354.94'
1327.26'
1326.87'
699.09'
1047.09'
713.69'
1347.60'
1015'±
1524.81'
1524.93'
2815.98'
1477.54'
1338.49'
1338.43'
1416'±
280.66'
198.88'
500.09'
1100.68'
2039.36'
34.26'
30.00'
30.48'
L1 N 02°15'47" E 28.30'
L2 N 85°12'04" W 153.36'
L3 N 00°58'02" E 474.07'
L4 S 44°51'59" E 78.01'
L5 S 78°43'13" E 36.69'
L6 S 67°41'21" E 232.72'
L7 S 79°25'22" E 77.69'
L8 S 29°59'44" E 33.11'
L9 S 31°40'48" W 58.00'
L10 S 34°45'37" E 101.22'
L11 S 71°10'37" E 45.58'
L12 N 68°08'48" E 71.11'
L13 S 71°53'39" E 52.94'
L14 N 82°27'19" E 93.78'
L15 N 19°44'48" E 38.45'
L16 N 60°54'07" E 54.08'
L17 N 75°42'44" E 43.43'
L18 N 28°39'36" E 81.82'
L19 S 89°58'14" E 419.34'
L20 N 68°00'00" E 247.50'
L21 N 39°49'43" E 67.26'
L22 N 77°55'41" E 91.71'
L23 N 47°35'09" E 41.34'
L24 N 11°34'24" E 133.02'
L25 N 22°21'50" E 53.24'
L26 N 65°00'47" E 97.49'
L27 S 85°51'54" E 225.93'
L28 N 53°09'50" E 103.37'
L29 N 87°49'51" E 80.85'
L30 S 46°03'40" E 143.16'
L31 N 78°22'23" E 108.08'
L32 S 75°44'12" E 51.49'
L33 N 79°34'51" E 118.71'
L34 N 31°41'06" E 48.37'
L35 N 87°49'49" E 211.13'
L36 N 54°19'13" E 22.68'
L37 N 87°08'09" E 118.07'
L38 S 85°00'27" E 103.79'
L39 N 74°37'01" E 39.29'
L40 N 79°03'25" E 51.50'
L41 N 71°07'06" E 28.74'
L42 N 31°42'41" E 37.76'
L43 N 79°19'23" E 46.76'
L44 S 82°01'42" E 118.07'
L45 N 51°05'48" E 225.74'
L46 N 41°26'01" E 53.51'
L47 N 20°53'15" W 34.09'
L48 N 50°56'40" E 20.92'
L49 N 08°58'12" W 58.19'
L50 N 00°15'08" W 59.17'
L51 N 15°45'22" W 145.26'
L52 N 25°28'59" W 122.73'
L53 N 16°40'28" W 70.76'
L54 N 28°30'24" W 104.01'
L55 N 11°21'06" W 52.65'
L56 N 36°00'06" W 64.56'
L57 N 10°07'45" E 68.90'
L58 N 39°16'11" W 38.41'
L59 N 27°57'22" W 36.23'
L60 N 06°25'10" E 32.15'
L61 N 34°13'54" W 28.61'
L62 N 80°16'20" E 67.81'
L63 S 42°56'01" E 175.36'
L64 S 34°16'32" E 46.18'
L65 S 29°56'32" E 171.39'
L66 N 85°19'12" E 60.31'
L67 N 64°59'32" E 27.28'
L68 N 86°44'25" E 12.56'
L69 S 40°45'53" E 42.26'
L70 S 87°43'39" E 15.96'
L71 S 83°47'09" E 10.64'
L72 N 13°37'01" E 13.12'
L73 N 01°30'15" E 37.26'
L74 N 49°14'30" W 22.65'
L75 N 06°16'07" W 14.37'
L76 N 23°01'07" E 20.96'
L77 N 52°06'29" E 20.85'
L78 N 85°13'26" E 18.66'
L79 N 16°08'53" E 63.00'
L80 N 34°54'53" E 81.46'
L81 N 49°33'14" E 83.56'
L82 N 61°42'18" E 13.60'
L83 N 71°14'14" E 23.42'
L84 N 85°50'22" E 12.27'
L85 S 79°51'01" E 7.24'
L86 S 44°47'58" E 12.98'
L87 N 44°59'12" E 17.04'
L88 N 40°44'49" W 16.50'
L89 S 00°00'00" E 22.01'
L90 N 40°53'25" E 17.45'
L91 N 58°51'22" E 19.11'
L92 N 49°39'32" E 40.58'
L93 N 80°52'30" E 20.71'
L94 N 71°37'51" E 42.22'
L95 N 43°17'00" E 23.11'
L96 N 54°35'01" E 44.48'
L97 N 47°21'48" E 24.46'
L98 N 63°12'43" E 8.73'
L99 N 72°09'06" E 36.36'
L100 N 45°23'00" E 23.55'
L101 N 53°37'01" E 27.09'
L102 N 64°17'33" E 20.03'
L103 N 64°24'56" E 42.69'
L104 N 10°59'06" E 12.00'
L105 N 46°02'07" E 7.10'
L106 N 55°21'17" E 24.39'
L107 S 88°49'43" E 30.92'
L108 N 64°02'10" E 61.12'
L109 S 86°56'24" E 67.33'
L110 S 54°56'54" E 14.29'
L111 S 85°31'25" E 27.94'
L112 S 61°07'43" E 49.89'
L113 S 89°48'28" E 184.52'
L114 S 00°03'40" W 433.63'
L115 N 59°38'25" W 38.33'
L116 S 70°04'54" W 101.73'
L117 N 65°09'12" W 47.49'
L118 N 01°18'10" E 46.22'
L119 N 69°50'09" W 45.88'
L120 N 23°06'04" W 69.65'
L121 N 54°11'00" W 46.66'
L122 S 72°54'15" W 28.59'
L123 S 01°13'12" E 49.37'
L124 S 27°14'15" W 54.50'
L125 S 03°34'44" E 53.67'
L126 S 73°03'53" W 108.16'
L127 S 63°21'10" W 80.54'
L128 S 09°13'05" W 103.79'
L129 S 49°12'25" W 80.83'
L130 S 82°42'27" W 123.06'
L131 S 23°39'55" W 187.27'
L132 S 60°48'19" E 253.53'
L133 S 70°00'03" E 92.54'
L134 S 84°56'55" W 118.12'
L135 S 19°54'31" W 140.21'
L136 S 08°53'15" E 86.80'
L137 S 27°43'04" E 247.77'
L138 N 69°50'17" W 197.64'
L139 S 30°23'55" W 48.19'
L140 N 72°03'26" W 13.88'
L141 S 23°44'48" W 287.78'
L142 S 40°48'08" W 184.74'
L143 S 18°52'47" W 106.58'
L144 S 62°18'26" W 136.47'
L145 S 89°-53'-35" E 30.00'
L146 S 02°-13'-49" W 1128.00'
L147 N 02°-13'-49" E 1210.12'
L148 N 02°-13'-44" W 30.48'
L149 N 02°-13'-49" E 2135.12'
L150 S 02°-15'-47" E 1089.90'
L151 S 89°-35'-36" E 1415.83'
L152 N 89°-00'-00" W 1357.47'
L153 S 90°-00'-00" E 1415.30'
L154 S 00°-45'-49" E 687.85'
L155 S 00°-03'-18" E 1327.26'
L156 S 00°-04'-59" E 2614.94'
L157 N 14°-18'-38" E 1610.38'
L158 S 14°-20'-42" W 1555.21'
L159 S 28°-33'-54" E 1052.01'
L160 N 28°-33'-54" W 1279.34'
L161 N 61°-39'-12" W 34.26'
L162 S 61°-39'-12" E 34.26'
L163 S 89°-58'-56" E 500.09'
L164 S 43°-31'-E 1416'±
L165 S 89°-41'-16" W 280.66'
L166 N 89°-20'-25" W 1524.93'
L167 1524.81' (REC)
L168 1338.49' (REC)
L169 1338.43'
L170 1477.54'
L171 N 89°-20'-25" W 2815.98'
L172 1347.60'
L173 1015'±
L174 713.69'
L175 1047.09'
L176 699.09'
L177 699.00' (REC)
L178 1326.87' (REC)
L179 1354.94'
L180 1354.94' (REC)
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L182 1376.75'
L183 1050.51' (REC)
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L186 1784.17' (REC)
L187 1779.73' (REC)
L188 1779.34'
L189 1555.12' (REC)
L190 1610.38' (REC)
L191 2135.12'
L192 2083.80' (REC)
L193 1128.00'
L194 1089.90'
L195 1052.01'
L196 1279.34'
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L203 1128.00'
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L208 2333'±
L209 2614.94'
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L213 699.09'
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L216 1347.60'
L217 1015'±
L218 1524.81'
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L222 1338.49'
L223 1338.43'
L224 1416'±
L225 280.66'
L226 198.88'
L227 500.09'
L228 1100.68'
L229 2039.36'
L230 34.26'
L231 30.00'
L232 30.48'
L233 N 02°-13'-49" E 1210.12'
L234 S 02°-13'-49" W 1128.00'
L235 N 02°-13'-44" W 30.48'
L236 N 02°-13'-49" E 2135.12'
L237 S 02°-15'-47" E 1089.90'
L238 S 89°-35'-36" E 1415.83'
L239 N 90°-00'-00" W 1357.47'
L240 S 90°-00'-00" E 1415.30'
L241 S 00°-45'-49" E 687.85'
L242 S 00°-03'-18" E 1327.26'
L243 S 00°-04'-59" E 2614.94'
L244 N 14°-18'-38" E 1610.38'
L245 S 14°-20'-42" W 1555.21'
L246 S 28°-33'-54" E 1052.01'
L247 N 28°-33'-54" W 1279.34'
L248 N 61°-39'-12" W 34.26'
L249 S 61°-39'-12" E 34.26'
L250 S 89°-58'-56" E 500.09'
L251 S 43°-31'-E 1416'±
L252 S 89°-41'-16" W 280.66'
L253 N 89°-20'-25" W 1524.93'
L254 1524.81' (REC)
L255 1338.49' (REC)
L256 1338.43'
L257 1477.54'
L258 N 89°-20'-25" W 2815.98'
L259 1347.60'
L260 1015'±
L261 713.69'
L262 1047.09'
L263 699.09'
L264 699.00' (REC)
L265 1326.87' (REC)
L266 1354.94'
L267 1354.94' (REC)
L268 1327.26' (REC)
L269 1376.75'
L270 1050.51' (REC)
L271 1122.49'
L272 1722.29'
L273 1784.17' (REC)
L274 1779.73' (REC)
L275 1779.34'
L276 1555.12' (REC)
L277 1610.38' (REC)
L278 2135.12'
L279 2083.80' (REC)
L280 1128.00'
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L283 1279.34'
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L289 1210.12'
L290 1128.00'
L291 1722.29'
L292 2039.36'
L293 1100.68'
L294 1486.84'
L295 2333'±
L296 2614.94'
L297 1354.94'
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L299 1326.87'
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L301 1047.09'
L302 713.69'
L303 1347.60'
L304 1015'±
L305 1524.81'
L306 1524.93'
L307 2815.98'
L308 1477.54'
L309 1338.49'
L310 1338.43'
L311 1416'±
L312 280.66'
L313 198.88'
L314 500.09'
L315 1100.68'
L316 2039.36'
L317 34.26'
L318 30.00'
L319 30.48'
C1 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C2 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C3 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C4 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C5 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C6 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C7 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
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C11 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
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C23 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C24 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C25 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C26 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C27 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C28 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C29 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C30 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C31 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C32 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C33 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C34 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C35 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C36 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C37 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C38 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C39 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C40 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C41 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C42 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C43 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C44 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C45 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C46 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C47 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C48 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C49 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C50 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C51 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C52 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C53 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C54 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C55 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C56 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C57 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C58 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C59 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C60 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C61 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C62 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C63 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C64 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C65 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C66 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C67 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C68 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C69 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C70 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C71 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C72 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C73 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C74 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C75 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C76 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C77 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C78 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C79 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C80 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C81 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C82 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C83 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C84 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C85 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C86 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C87 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C88 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C89 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C90 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C91 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
C92 R=1100.00' L=20.00' CH=S 89°-58'-56" E 20.00'
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LEGAL DESCRIPTION

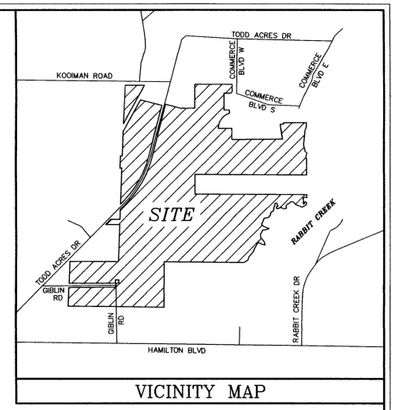
STATE OF ALABAMA)
COUNTY OF MOBILE)

AS SURVEYED LEGAL DESCRIPTIONS:

PARCEL 1
Commencing at the Northwest corner of Section 35, Township 5 South, Range 2 West, Mobile County, Alabama, run South 02°-13'-44"West, along the West line of said Section 35, a distance of 30.46 feet to a point on the South right-of-way line of Kooiman Road (60 foot right-of-way) and the Point of Beginning of the property herein described; thence South 89°-53'-35"East and along said South right-of-way line, 566.06 feet to a point on the West line of the Louisville and Nashville Railroad (100 foot right-of-way); thence South 28°-33-18"West and along said West line, 1275.54 feet to a point on the West line of said Section 35; thence North 02°-13'-44"East and along said West line, 1122.29 feet to the Point of Beginning.

PARCEL 2
Beginning at the Southwest corner of Lot 1, Crigler Industrial Park, as recorded in Map Book 128, Page 89, Probate Court Records, Mobile County, Alabama, run South 75°-38'-46"East and along the South line of said subdivision, a distance of 649.42 feet to a point on the Western right-of-way line of Todd Acres Drive (100 foot right-of-way); thence South 14°-20'-42" West and along said West right-of-way line, 1555.21 feet to the Point of Curvature of a 2814.93 foot radius curve to the right; thence Southwardly and Westwardly along the arc of said curve (chord bears South 29°-14'-07"West, 1449.13 feet), a distance of 1465.63 feet; thence South 44°-18'-07"West and along said West right-of-way line, 174.94 feet to a point on the West line of Section 35, Township 5 South, Range 2 West; thence North 02°-13'-49"East and along said West Section line, 2135.12 feet to a point on the Eastern right-of-way line of Louisville and Nashville Railroad (100 foot right-of-way); thence North 28°-33'-54"East and along said East right-of-way line, 1052.01 feet to the Point of Beginning.

PARCEL 3
Commencing at the Northeast corner of Lot 16, The Mobile Commerce Park Phase I, as recorded in Map Book 46, Page 42, Probate Court Records, Mobile County, Alabama, run South 00°-39'-18"East and along the West line of Commerce Boulevard West (100 foot right-of-way), a distance of 177.81 feet to the Point of Curvature of an 75.00 foot radius curve to the right; thence Southwardly and Westwardly along the arc of said curve (chord bears South 45°-08'-35"West, 108.27 feet), a distance of 120.95 feet; thence South 89°-56'-35"West and along the South line of said Lot 16, a distance of 165.09 feet and the Point of Beginning of the property herein described; thence South 00°-07'-03"East, along the West line of Lot 5, Crigler Industrial Park, as recorded in Map Book 128, Page 89, said Probate Court Records, a distance of 490.29 feet to the Southwest corner of said Lot 5; thence North 89°-55'-17"East and along the South line of said lot, 141.63 feet; thence South 14°-33'-19"East, 100.30 feet to a point on the Northern line of Lot 11, The Mobile Commerce Park Phase II, as recorded in Map Book 62, Page 72, said Probate Court Records; said point being in the arc of 449.91 foot radius curve to the left; thence Southwardly and Westwardly along the arc of said curve (chord bears South 37°-34'-10"West, 549.93 feet), a distance of 591.65 feet; thence along the South line of said subdivision as follows: North 89°-53'-09"East, 396.41 feet; South 00°-01'-43"West, 326.34 feet; North 89°-41'-59"East, 1486.84 feet; North 08°-22'-29"West, 435.67 feet; North 81°-37'-31"East, 100.00 feet to a point on the 732.00 foot radius curve to the right; thence Northwardly and Westwardly along the arc of said curve (chord bears North 09°-34'-38"West, 29.29 feet), a distance of 29.29 feet to a point on the South line of Lot C, Resubdivision of Lots 6, 7, and 8, The Mobile Commerce Park Phase I, as recorded in Map Book 83, Page 21, said Probate Court Records; thence North 89°-27'-56"East and along the South line of said subdivision, 674.76 feet; thence South 00°-24'-25"East, 116.00 feet, more or less, to the Western margin of Rabbit Creek to a point hereafter referred to as Point A; thence Southwardly along the meanders of said creek, 994.00 feet, more or less, to a point on the South bank of said creek to a point hereafter referred to as Point B (mathematical tie from Point A to Point B bears South 00°-11'-06"East, 942.14 feet); thence South 00°-24'-25"East, 1145.00, more or less, feet to the Western Margin of Rabbit Creek, said point hereinafter referred to as Point C; thence Southwardly and Westwardly along the meanders of said margin, 1416.00 feet, more or less, to a point on the Northern margin of Rabbit Creek, said point hereinafter referred to as Point D (mathematical tie from Point C to Point D bears South 66°-47'-16"West, 782.88 feet); thence Southwardly along the meanders of said creek the following calls: North 59°-38'-25"West, 35.33 feet; South 70°-04'-54"West, 101.73 feet; North 65°-09'-12"West, 47.49 feet; North 01°-18'-10"East, 46.22 feet; North 69°-55'-09"East, 45.88 feet; North 23°-06'-04"West, 69.65 feet; North 54°-11'-00"West, 46.66 feet; South 72°-54'-35"West, 28.59 feet; South 01°-13'-12"East, 49.37 feet; South 27°-34'-15"West, 54.50 feet; South 03°-34'-44"East, 33.67 feet; South 12°-23'-03"West, 108.16 feet; South 63°-27'-10"West, 80.54 feet; South 09°-13'-05"West, 103.79 feet; South 49°-12'-25"West, 80.53 feet; South 82°-14'-27"West, 123.06 feet; South 23°-32'-55"West, 187.27 feet; South 60°-45'-19"East, 253.53 feet; South 70°-00'-23"West, 99.54 feet; South 84°-55'-05"West, 118.12 feet; South 19°-34'-31"West, 140.21 feet; South 08°-53'-15"East, 88.80 feet; South 27°-43'-04"East, 247.77 feet; North 69°-00'-17"West, 197.64 feet; South 30°-23'-55"West, 48.19 feet; North 72°-03'-26"West, 13.88 feet; South 23°-44'-48"West, 267.78 feet; South 40°-48'-28"West, 184.74 feet; South 18°-52'-57"West, 106.68 feet; South 62°-18'-26"West, 136.47 feet to a point on the North line of property conveyed by instrument recorded in Land Records Book 7288, Page 303, said Probate Records; thence North 89°-35'-36"West, along the North line of said property and along the South line of Section 35, Township 6 South, Range 2 West, a distance of 2333.00 feet, more or less, to the Northeast corner of the Northwest Quarter of the Northwest Quarter of Section 2, Township 6 South, Range 2 West; thence South 00°-03'-18"East, 1327.26 feet to a point on the North line of Butters Acres Subdivision, as recorded in Map Book 54, Page 16, said Probate Records; thence North 89°-20'-25"West, along the North line of said subdivision and along the South line of said Northwest Quarter of the Northwest Quarter of Section 2 and a projection thereof, a distance of 2815.98 feet to the Southeast corner of property conveyed by instrument recorded in Land Records Book 7433, Page 738, said Probate Court Records; thence North 02°-13'-44"East, 611.24 feet to a point on the South right-of-way line of Giblin Road (60 foot right-of-way) (private); thence South 90°-00'-00"East and along said South right-of-way line, 1415.30 feet; thence North 00°-45'-49"West, 60.00 feet; thence South 90°-00'-00"East, 45.00 feet; thence North 00°-00'-00"East, 100.00 feet; thence South 90°-00'-00"West, 100.00 feet; thence South 00°-00'-00"West, 100.00 feet to a point on the North right-of-way line of said Giblin Road; thence North 90°-00'-00"West, 1357.17 feet to a point on the East line of property now or formerly of Donald Ray Hawkins; thence North 02°-13'-44" East and along the East line of said property, 644.15 feet to the Southwest corner of property conveyed by instrument recorded in Land Records Book 7309, Page 985, said Probate Court Records; thence South 89°-35'-36"East and along the South line of said property, 1415.82 feet to the Southwest corner of said Section 35; thence North 02°-15'-47"East and along the West line of said Section 35, a distance of 1089.90 feet; thence South 89°-47'-19" West, 413.91 feet to a point on the East right-of-way line of Todd Acres Drive (100 foot right-of-way); thence North 44°-17'-45"East, 213.94 feet; thence North 89°-47'-19"East, 270.53 feet to a point on the West line of said Section 35; thence North 02°-15'-47"East and along said West section line, 288.15 feet to a point on the East right-of-way line of said Todd Acres Drive; thence North 44°-17'-45"East, 286.34 feet to the PC of a 2914.93 foot radius curve to the left; thence Northwardly and Eastwardly along the arc of said curve (chord bears North 29°-14'-08"East, 1502.31 feet), a distance of 1519.45 feet; thence North 14°-18'-39"East and along said East right-of-way line, 1610.39 feet to the Southwest corner of Lot 7, Crigler Industrial Park, as recorded in Map Book 128, Page 89, said Probate Records; thence South 75°-38'-03"East, 466.20 feet; thence South 89°-55'-06"West, 399.98 feet to the West line of property conveyed by instrument recorded in Real Property Book 3399, Page 172, said Probate Records; thence North 00°-04'-59"West, 695.31 feet; thence South 89°-58'-56"East, 600.09 feet to the West line of said Lot 16, The Mobile Commerce Park Phase I; thence South 00°-04'-50"East and along the West line of said Lot 16, a distance of 254.74 feet; thence South 89°-56'-35"West, 260.43 feet to the Point of Beginning.



VICINITY MAP

	CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
	C1	75.00'	120.95'	87°-35'-55"	108.27'	S 45°-08'-35" W
(REC)	C1	75.00'	117.81'	———	———	———
	C2	449.91'	591.65'	75°-06'-19"	549.93'	S 37°-34'-10" W
(REC)	C2	449.91'	591.68'	———	———	———
	C3	732.00'	29.29'	02°-17'-34"	29.29'	N 09°-34'-38" W
(REC)	C3	732.00'	29.29'	———	———	———
	C4	2914.93'	1519.45'	29°-51'-50"	1502.31'	N 29°-14'-08" E
(REC)	C4	2914.93'	1517.77'	———	1500.69'	———
	C5	2814.93'	1465.63'	29°-49'-54"	1449.13'	S 29°-14'-07" W
(REC)	C5	2814.93'	1465.71'	———	1449.20'	———
	C6	449.91'	62.48'	07°-57'-24"	62.43'	S 79°-13'-15" W
(REC)	C6	449.91'	———	———	———	———

	LINE	LENGTH	BEARING
	L1	177.81'	S 00°-39'-18" E
(REC)	L1	177.81'	———
	L2	165.09'	S 89°-56'-35" W
(REC)	L2	165.00'	———
	L3	490.29'	S 00°-07'-03" E
(REC)	L3	490.18'	———
	L4	141.63'	N 89°-55'-17" E
(REC)	L4	141.58'	———
	L5	100.30'	S 14°-33'-19" E
(REC)	L5	100.00'	———
	L6	396.41'	N 89°-53'-09" E
(REC)	L6	396.41'	———
	L7	326.34'	S 00°-01'-43" W
(REC)	L7	326.34'	———
	L8	435.67'	N 08°-22'-29" W
(REC)	L8	435.67'	———
	L9	100.00'	N 81°-37'-31" E
(REC)	L9	100.00'	———
	L10	674.76'	N 89°-27'-56" E
(REC)	L10	674.76'	———
	L11	116'±	S 00°-24'-25" E
(REC)	L11	———	———
	L12	473'±	S 00°-24'-25" E
(REC)	L12	———	———
	L13	580.03'	S 00°-24'-25" E
(REC)	L13	580.00'	———
	L14	92'±	S 00°-24'-25" E
(REC)	L14	———	———
	L15	60.00'	N 00°-45'-49" W
(REC)	L15	———	———
	L16	45.00'	S 90°-00'-00" E
(REC)	L16	———	———
	L17	100.00'	N 00°-00'-00" E
(REC)	L17	100.00'	———
	L18	100.00'	S 90°-00'-00" W
(REC)	L18	100.00'	———
	L19	100.00'	S 00°-00'-00" W
(REC)	L19	100.00'	———
	L20	644.15'	N 02°-13'-44" E
(REC)	L20	———	———
	L21	413.91'	S 89°-47'-19" W
(REC)	L21	———	———
	L22	213.94'	N 44°-17'-45" E
(REC)	L22	———	———
	L23	270.53'	N 89°-47'-19" E
(REC)	L23	———	———

	LINE	LENGTH	BEARING
	L24	288.15'	N 02°-15'-47" E
(REC)	L24	———	———
	L25	286.34'	N 44°-17'-45" E
(REC)	L25	286.22'	———
	L26	466.20'	S 75°-38'-03" E
(REC)	L26	466.17'	———
	L27	399.98'	S 89°-50'-06" W
(REC)	L27	400.00'	———
	L28	695.31'	N 00°-04'-59" W
(REC)	L28	694.97'	———
	L29	649.42'	S 75°-38'-46" E
(REC)	L29	648.82'	———
	L30	174.94'	S 44°-18'-07" W
(REC)	L30	174.98'	———
	L31	566.06'	S 89°-53'-35" E
(REC)	L31	565.95'	———
	L32	478.86'	N 28°-33'-54" E
(REC)	L32	480.27'	———
	L33	583.53'	S 14°-20'-42" W
(REC)	L33	567.89'	———
	L34	600.15'	N 14°-18'-39" E
(REC)	L34	600.00'	———
	L35	702.33'	S 89°-53'-33" E
(REC)	L35	702.21'	———
	L36	254.74'	S 00°-04'-50" E
(REC)	L36	254.00'	———
	L37	500.59'	S 89°-58'-56" E
(REC)	L37	500.49'	———
	L38	425.52'	S 89°-56'-35" W
(REC)	L38	425.43'	———
	L39	611.24'	N 02°-13'-44" E
(REC)	L39	———	———
	L43	33.55'	S 42°-46'-11" E
(REC)	L43	———	———
	L44	80.17'	S 44°-18'-07" W
(REC)	L44	———	———
	L45	84.77'	S 44°-18'-07" W
(REC)	L45	———	———

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

This is to state that I have consulted the Federal Insurance Administration Flood Hazard Boundary Map No.s 01097C0658 L, 01097C0659 L, 01097C0666 L & 01097C0667 L and dated June 05, 2020, and found that the above described property now is located in Flood Hazard Areas "X-Unshaded", "X-Shaded", "AE" (EL 11) and "AE" as determined by graphic scaling.

Cecil T. Hudson, PLS
Alabama Licensed Professional
Land Surveyor No. 29983-S
Prints not valid unless
they bear an original seal

Date: 09/24/2024

REVISIONS:

TODD ACRES INDUSTRIAL PARK

ROWE
ENGINEERING & SURVEYING
CONSULTING ENGINEERS

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60' R.
(PRIV

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Dba: HOWE ENGINEERING & SURVEYING

3502 LAUGHLIN DR • SUITE H • MOBILE, AL 36693
PHONE 251-666-2766 • FAX 251-660-1040

DRAWING: 520895-BL.dwg DRAWN BY: SED CHECKED BY: CTH	JOB: 52222 FB: 2030/64-66 TAX: 53-07-35-3-000-001.000	PLAT DATE: Sept. 12, 2024	SCALE: 1" = 350'	SHEET NO. 2 OF 2

Exhibit "B"

FINAL REPORT

(PCC ACCOUNT NO. E202501P)

PREPARED FOR:

CITY OF MOBILE - SCANNELL PROPERTIES #727, LLC

15 DECEMBER 2025



403 Conti Street

Mobile, Alabama 36602

(251) 222-8959

Baseline Documentation Report
(City of Mobile – Scannell Properties #727, LLC)

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Introduction

The purpose of this baseline documentation report is to ascertain the conservation values of 149.36 acres of certain real property located off Todd Acres Drive and Hamilton Boulevard in Mobile, Alabama 36582 constituting tax parcel #R023307353000001.006 in Mobile County, Alabama registered in the name of the City of Mobile, Alabama. It is the intent of the landowner(s) to place a conservation easement on the aforementioned property, and to donate this easement as a charitable gift to the Pelican Coast Conservancy. Per instructions in United States Treasury Regulation 1.170A-14(g)(5)(i), this report will provide data sufficient "to establish the condition of the property at the time of the gift."

Conservation Values

The Property in its present state is undeveloped, and possesses significant recreational, educational, natural, aesthetic, watershed, wildlife, forest, open space, aquatic and terrestrial plant habitat features, including, without limitation, a critical floodplain forest with assorted freshwater palustrine wetlands located on flat Gulf Coast Flatwoods subregion areas of the Southern Coastal Plain ecoregion leading to leading to 1) a second-order freshwater stream (Rabbit Creek) with associated riparian buffers and wetland areas, and 2) two first-order freshwater streams (Whiskey Branch, unnamed headwater of Rabbit Creek) with associated riparian buffers and wetland areas (collectively, the "Conservation Values") that are of great importance to the Conservancy, the people of Mobile County, and the people of the State of Alabama, and are worthy of preservation.

The protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem, meets the conservation purpose of Section 170(h)(4)(A)(ii) of the Internal Revenue Code of 1986, as amended (the "Code").

Rabbit Creek, which transects the Property for a linear distance of approximately 6,229 feet (1,898 meters), is a second-order freshwater stream that is situated in the Mobile Bay Basin, and is located in southern Alabama (United States Geological Survey ("USGS") Hydrologic Unit Code ("HUC") 03160205) and is designated as "not supporting" under the U.S. Environmental Protection Agency ("EPA") 303d listing (https://adem.alabama.gov/programs/water/303d.cnt). The "not supporting" designation denotes that a particular waterway is capable of providing some or all applicable uses: providing drinking water supplies, supporting aquatic life, allowing fish and shellfish consumption, suitable for primary and secondary contact recreation usages (e.g., swimming and boating), and agricultural uses.

Whiskey Branch, which transects the Property for a linear distance of approximately 633 feet (192 meters), is a first-order freshwater stream that is also situated in the Mobile Bay Basin and located in southern Alabama USGS HUC 03160205.

The unnamed headwater of Rabbit Creek, which transects the Property for a linear distance of approximately 1,378 feet (420 meters), is a first-order freshwater stream that is also situated in the Mobile Bay Basin and located in southern Alabama USGS HUC 03160205.

Alabama's Best Management Practices for Forestry (2007) puts forth that "in no cases should stream management zone be less than 35 feet from a definable bank". Mobile County Planning Regulations are in accordance with the state minimum standards. Current scientific research (Hilty and Merelender 2004, Semlitsch and Bodie 2003, Jones et al. 1999) concludes that the level of protection now mandated by the State of Alabama and Mobile County may be inadequate. In order to provide the necessary protection of the critical riparian habitat for all species, the protective riparian buffer should be much greater than 35 feet (Semlitsch and Bodie 2003).

Improving water quality is identified as a conservation action that will benefit Alabama's rivers, streams and freshwater ecosystems in the Southern Coastal Plain ecoregion in the *2015-2025 Alabama's Wildlife Action Plan* ("SWAP"). The protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem, within the meaning of Section 170(h)(4)(A)(ii) of the Code promotes the SWAP by providing for permanently protected high priority habitat on private land. The SWAP was promulgated by the Alabama Department of Conservation and Natural Resources ("ADCNR"), Division of Wildlife and Freshwater Fisheries, and conservation partners including the U.S. Fish and Wildlife Service ("USFWS") to protect the biological diversity of Alabama.

Headwater systems are identified as high priority sites and landscape features of the Southern Coastal Plain ecoregion in the SWAP. The protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem, within the meaning of Section 170(h)(4)(A)(ii) of the Code. Protection of the Property promotes the SWAP by providing for permanently protected high priority habitat on private land.

Headwater systems offer a range of habitats that can support an abundance and diversity of species, depending on water depth and seasonality of flows, hydrologic regime, temperature, water chemistry, substrate types, and connectivity to downstream systems. Biodiversity will be influenced by the presence of species unique to headwater systems and whether connectivity allows species that seasonally use headwaters for particular life history stages (e.g., spawning, nursery areas) to move upstream from larger streams. Headwater systems, especially those associated with springs and seeps, are likely to have a high diversity of insects, especially those genera with an aquatic life history cycle.

Land conservation or preservation of the headwater system can serve numerous purposes in the face of anticipated climate change, but above all, it promotes

ecosystem resilience, such as: protecting watersheds for clean water, flood attenuation, and decreased erosion and sedimentation; providing ecological corridors for species movement throughout the landscape in response to changing habitats; preserving existing habitats to help prevent forced migration.

This Easement will establish a 100-foot riparian buffer Resource Protection Area (as defined in Section 8) around the respective course transects of 1) Rabbit Creek, 2) Whiskey Branch, and 3) the unnamed headwater of Rabbit Creek. These natural buffers will more than double the protection now mandated by the State of Alabama and Mobile County, and will only permit low-impact outdoor recreation, education, nature observation and scientific studies.

The protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem, meets the conservation purpose of Section 170(h)(4)(A)(ii) of the Code.

Greatly increasing protection measures of the State of Alabama and Mobile County will accomplish various environmental goals and will yield a "significant public benefit" under Treasury Regulation Section 1.170A-14(d)(4)(iv).

The preservation of open space (including farmland and forest land) where such preservation is pursuant to a clearly delineated Federal, State, or local governmental conservation policy, and will yield a significant public benefit, meets the conservation purpose of Section 170(h)(4)(A)(iii)(II) of the Code.

Wetlands located among a large terrestrial ecosystem provide a key role in amphibian productivity and maintaining community dynamics by coupling aquatic habitats with those adjacent terrestrial habitats via transfer of biomass and energy (Gibbons et *al*. 2006, Harper et *al*. 2008, Semlitsch and Bodie 1998).

Wetlands surrounded by upland forests may be found almost anywhere in Alabama, with somewhat higher densities in the Gulf Coast Flatwoods subregion areas of the Southern Coastal Plain ecoregion. These are "embedded" habitats in that they may be surrounded by other habitats such as Dry Longleaf Pine Forest, Mesic Forest, Maritime Forest and Coastal Scrub, and Agricultural and Disturbed. These highly variable habitats form in depressions where precipitation collects (e.g., sinkholes, Citronelle ponds), on former floodplains no longer inundated by seasonal river flows (e.g., oxbow lakes), in swales between coastal dunes (e.g., interdunal ponds), and in other seasonally wet sites. Water depth may vary greatly on a seasonal basis and may be a meter deep or more in the winter. Many become dry in the summer and do not support fish, making them particularly valuable to certain pond-breeding amphibians. Depending on hydrology and soils, isolated wetlands may vary from open water ponds to herb-, shrub-, or tree-dominated wetlands.

This habitat type also includes many water bodies produced by human actions.

Most of the lakes & ponds are built for a variety of reasons including aesthetic appreciation, livestock watering, irrigation, aquaculture, and storm water management. Other wetlands have been created by fragmentation from development where they represent remnants of once larger wetland complexes.

These wetlands are vital habitats for numerous wildlife species, including endangered and threatened birds, reptiles, amphibians, invertebrates, and plants.

Acquisition of property or purchase of conservation easements to protect existing significant wetlands is set forth as a Highest Priority Conservation Action Needed in the SWAP.

The entire palustrine wetland areas are mapped in the USFWS National Wetlands Inventory Map.

This Easement will establish a Resource Protection Area (as defined in Section 8) around the entire perimeter of the respective palustrine wetland area. These natural buffers will only permit low-impact outdoor recreation, education, nature observation and scientific studies.

The protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem, within the meaning of Section 170(h)(4)(A)(ii) of the Code promotes the SWAP by providing for permanently protected high priority habitat on private land.

Floodplain forests include a range of situations where periodic flooding and flood-related environmental factors (wetness, scouring, deposition of material, and input of nutrients) affect vegetational composition and dynamics. Scour-influenced systems occur on high-gradient streams in gorges of the Southwestern Appalachians and Ridge and Valley, where shrubs, perennial grasses, and forbs dominate. Elsewhere, forests of larger floodplains and bottomlands often include depositional landforms such as levees, sloughs, ridges, terraces, and abandoned channel segments. Floodplain forests above the Fall Line are generally quite distinct from those of the Southern Coastal Plains ecoregion because of steeper river gradients and harder rocks. Bald cypress (*Taxodium distichum*) and tupelo gum (*Nyssa sylvatica*) are common components below the Fall Line, but not above. Vegetation along the larger streams and rivers generally includes forests dominated by bottomland hardwood species and other trees tolerant of flooding.

The Property lies along the southeastern edge of the Mississippi Migratory Flyway route. Many familiar songbirds such as warblers, vireos, orioles and tanagers are among those referred to as Neotropical migrants. These birds breed in North America and, utilizing the Mississippi Flyway, migrate to Mexico, Central and South America, and the Caribbean to spend the winter. Loss of habitat needed for wintering, breeding and as stopovers during migration has caused significant declines in numerous species. In Alabama, over 90 species of Neotropical migrants

depend on the forests, thickets and fields as areas to rest and refuel during their long migrations.

Conserving significant tracts of floodplain forests is identified as a conservation action that will benefit Alabama's rivers, streams and freshwater ecosystems in the Gulf Coast Flatwoods subregion lands of the Southern Coastal Plains ecoregion in the SWAP. The protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem, within the meaning of Section 170(h)(4)(A)(ii) of the Code promotes the SWAP by providing for permanently protected high priority habitat on private land. A remnant pitcher plant bog is present on the Property. Alabama is home to four genera of carnivorous plants: bladderworts (*Utricularia*), butterworts (*Pinguicula*), pitcher plants (*Sarracenia*), and sundews (*Drosera*). Carnivorous plants capture insects and other small animals to get necessary nutrients. They do this using various techniques such as sticky traps, bladder traps, and pitfall traps, giving them an advantage in the low-nutrient wetlands they inhabit.

Pitcher plants have the largest and showiest traps of all native carnivorous plants. They are most common in southern Alabama counties but also occur in bogs in northern and central parts of the state.

Seepage bogs, non-boggy seeps, and streamhead seeps occur in the Piedmont and Southeastern Plains. In the Southwestern Appalachians and Ridge and Valley, patches of seepage forests occur on streamhead swales or on broad sandstone ridges where soils are sandy and saturated due to a combination of perched water table and seepage flow. These range in condition from open woodlands to forests. Some may lack a canopy and are dominated by shrubs or herbs. Fire-maintained herbaceous seepage bogs, often containing a variety of carnivorous plants such as pitcher plants occur in the Southern Coastal Plain and lower portions of the Southeastern Plains. These are generally found on gentle, almost imperceptible slopes maintained by constant seepage zones and/or perched water tables. Examples are typically grass and sedge dominated and often species-rich. Shrubs frequently encroach in the absence of fire. In portions of the Fall Line Hills of the Southeastern Plains, wet, shrub-dominated seepage communities occur in small patches on steep slopes within a matrix of longleaf pine-dominated vegetation. Wetland conditions are maintained by seepage flow from adjacent uplands. Examples of this habitat can vary between densely shrubby and fairly open and herbaceous, depending on frequency of fire and length of time since previous fires.

These bogs are all readily distinguished from adjacent upland habitats by the presence of wetland flora and soils as well as seepage. They may be somewhat less clearly distinguished from adjacent floodplain habitats, but they are saturated without having standing water as floodplain pools do. These differences are reflected in the vegetation.

This Easement will establish an Open Area (as defined in Section 8) protection zone that will preserve the floodplain forest and the pitcher plant bog and will only permit the following activities: 1) removal of trees and limbs which are fallen, dead, diseased or dangerous. 2) low-impact outdoor recreation, education, nature observation, and scientific studies.

Protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem, meets the conservation purpose of Section 170(h)(4)(A)(ii) of the Code.

The preservation of the Property is determined to yield a "significant public benefit" under Treasury Regulation Section 1.170A-14(d)(4)(iv) due to the uniqueness of the Property to the area.

Historical and Current Description of Property

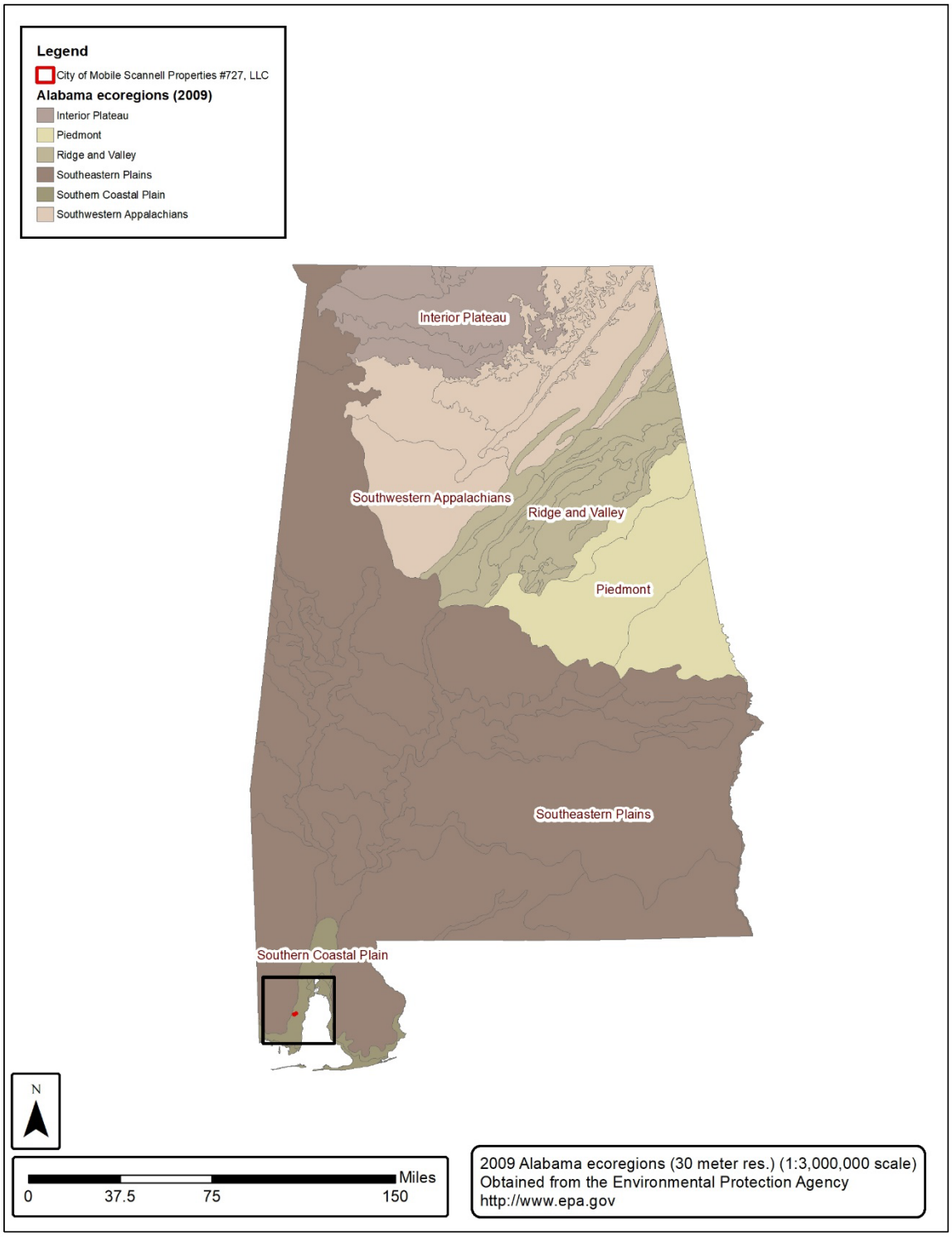


Figure 1. 2009 Alabama ecosystems (30 meter res.) (1:3,000,000 scale).

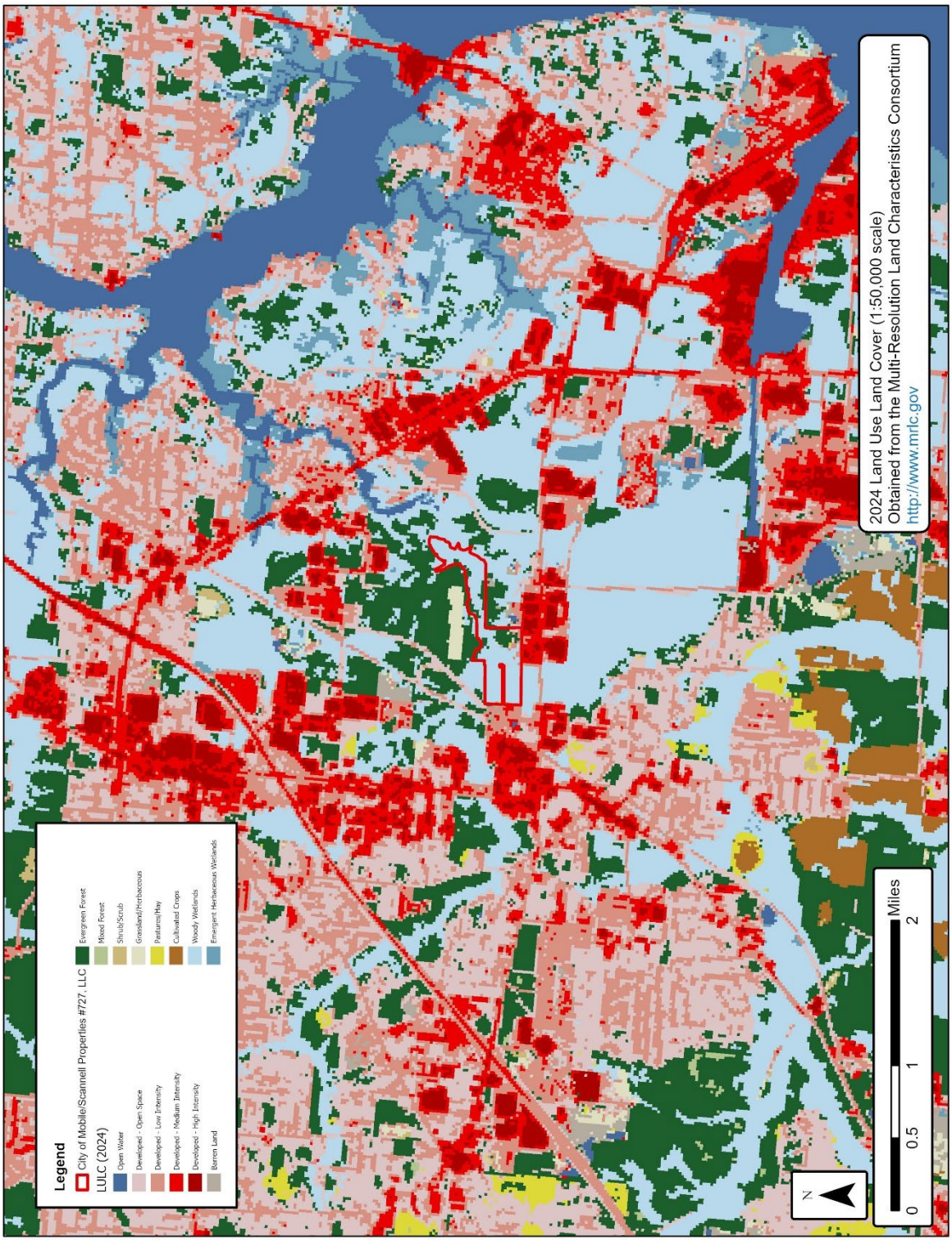


Figure 2. 2024 Land Use Land Cover (30 meter res.) (1:50,000 scale).

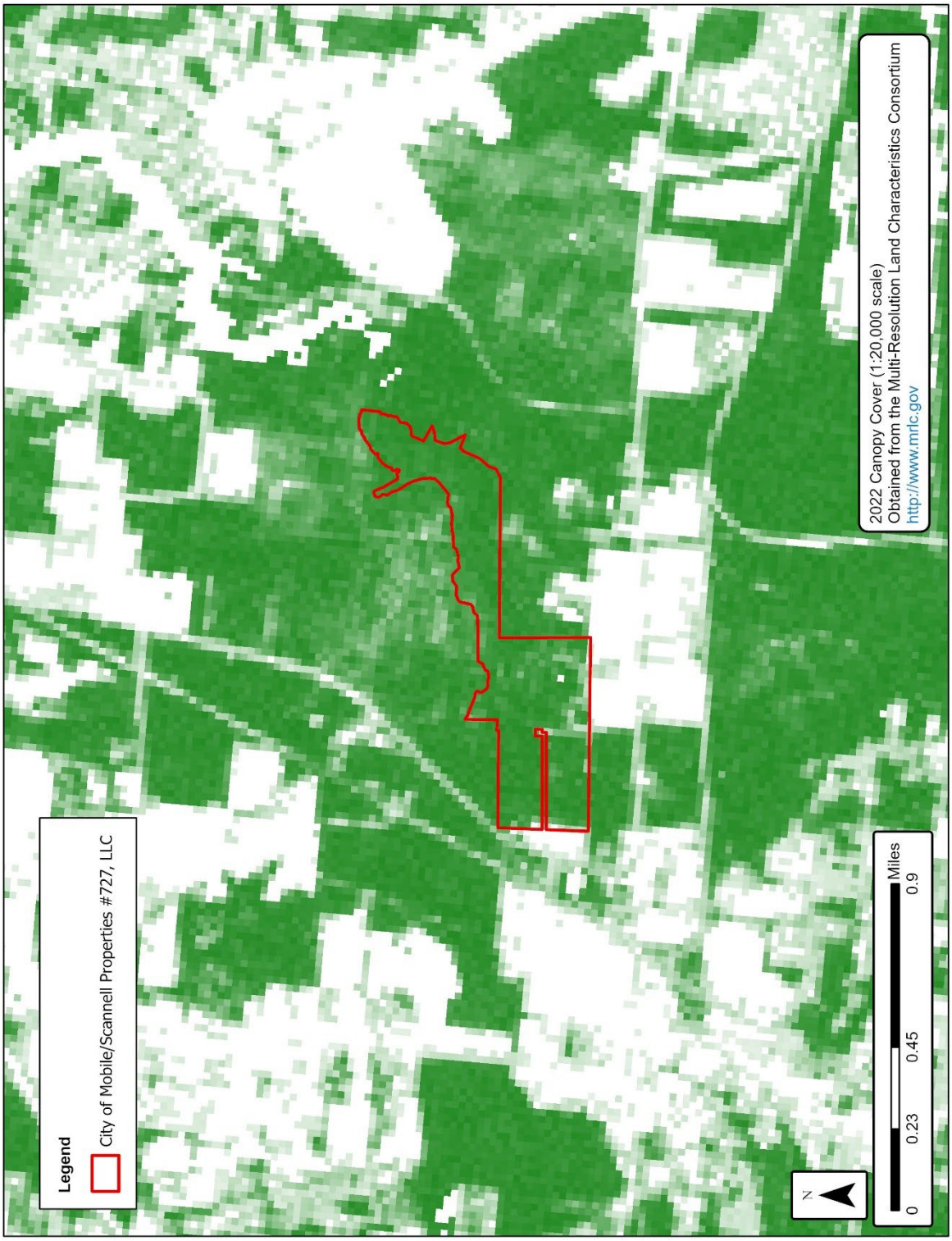


Figure 3. 2022 Canopy Cover (30 meter res.) (1:50,000 scale).

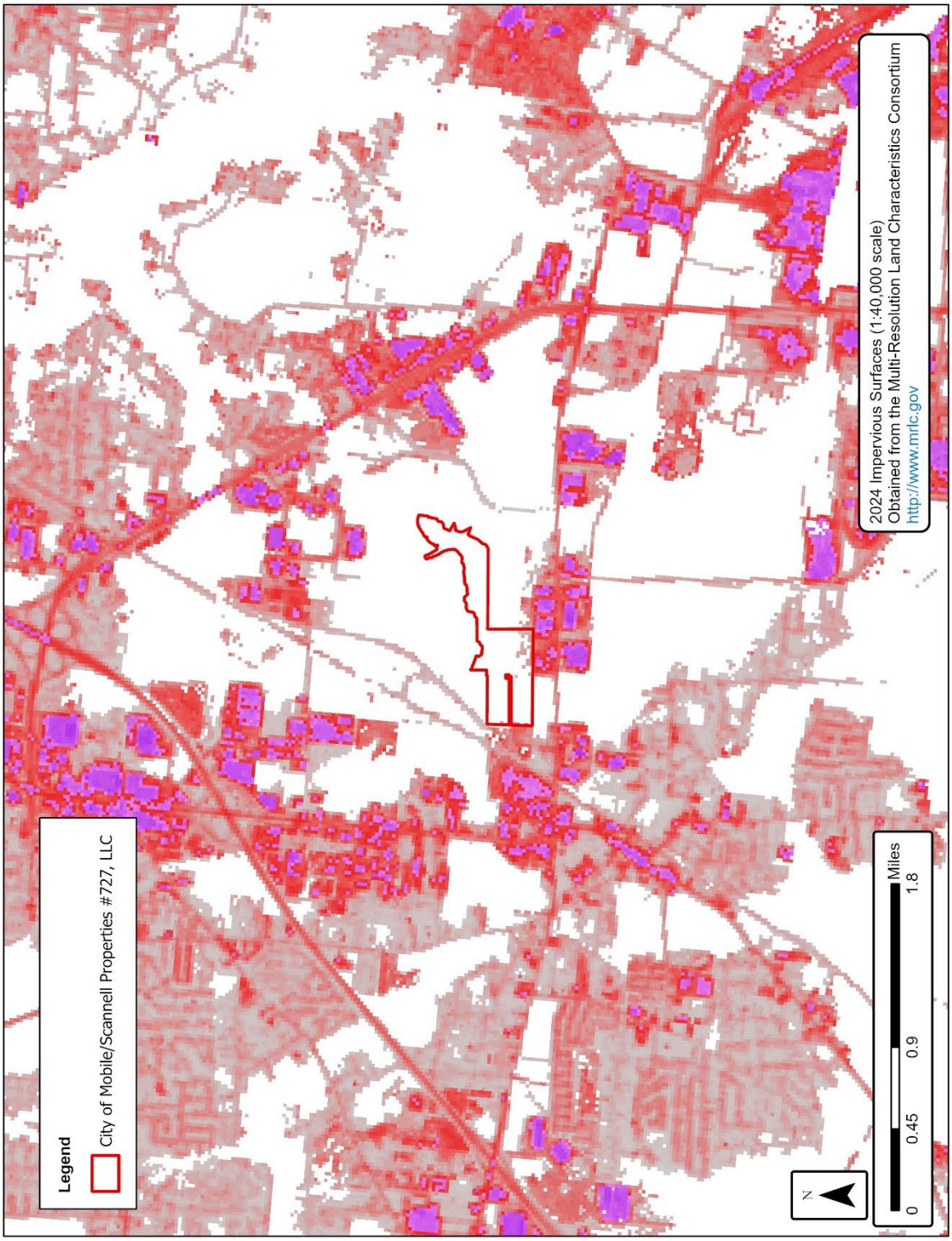


Figure 4. 2024 Impervious Surfaces (30 meter res.) (1:40,000 scale).

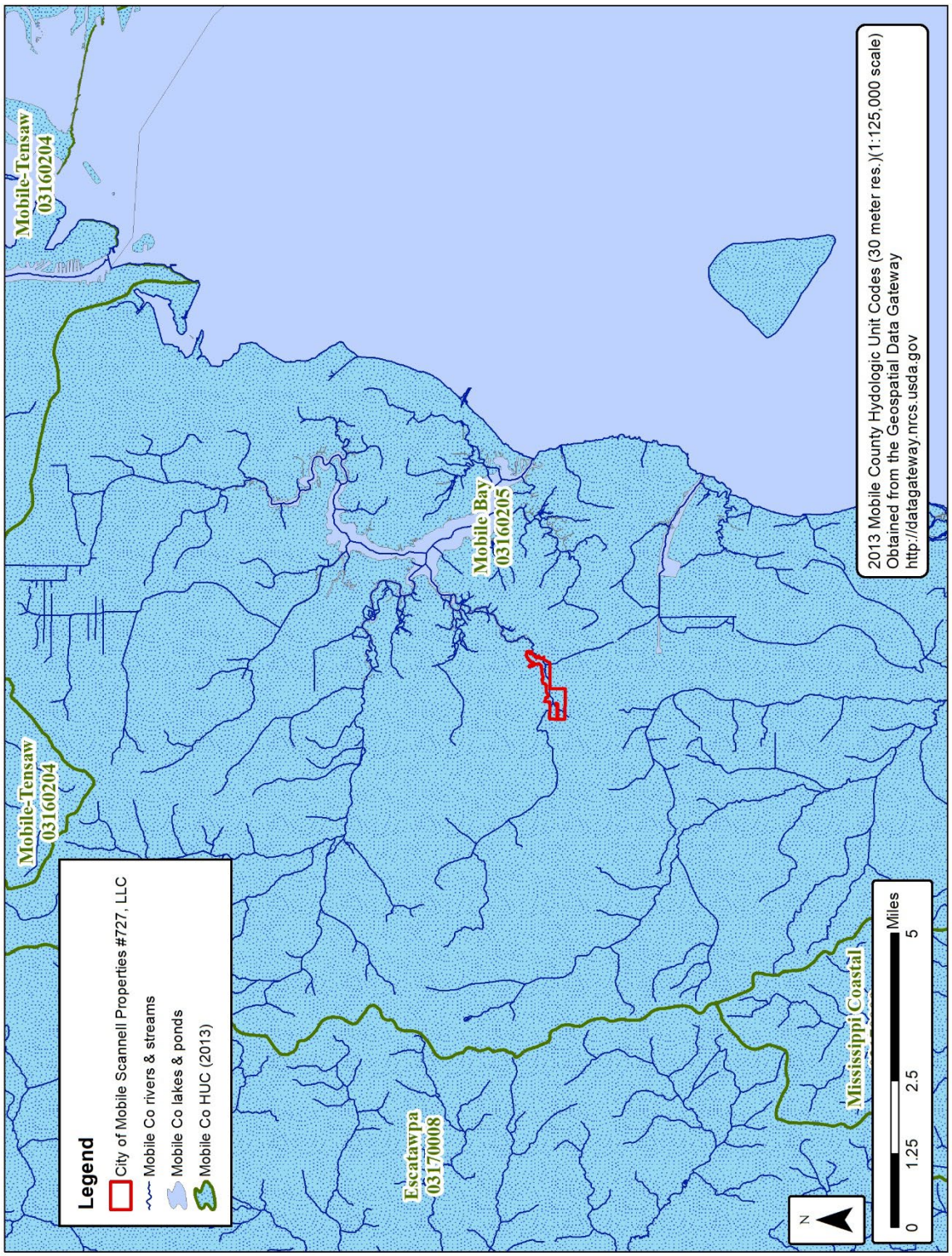


Figure 5. 2013 Mobile County Hydrologic Unit Codes (in stippled blue) in proximity to the City of Mobile Scannell Properties #727, LLC property (1:125,000 scale).



Figure 6. 2024 Alabama Protected Lands (in Medium green) in proximity to the City of Mobile Scannell Properties #727, LLC property (1:200,000 scale).

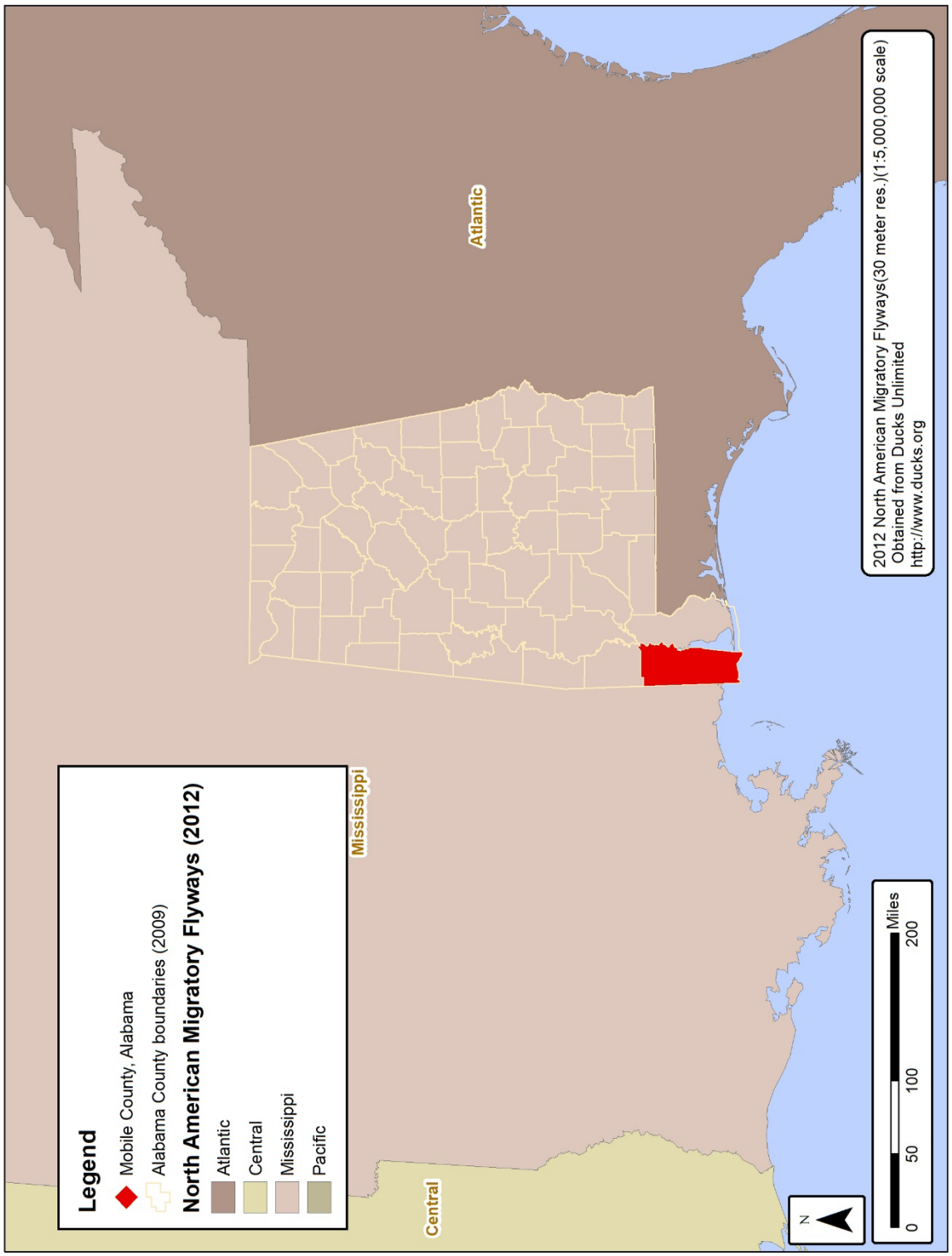


Figure 7. 2012 North American Migratory Flyways in proximity to Mobile County, Alabama (1:5,000,000 scale).

Historical Description

The City of Mobile - Scannell Properties #727, LLC property is located on flat Gulf Coast Flatwoods subregion areas of the Southern Coastal Plain ecoregion leading to leading to 1) a second-order freshwater stream (Rabbit Creek) with associated riparian buffers and wetland areas, 2) two first-order freshwater streams (Whiskey Branch, unnamed headwater of Rabbit Creek) with associated riparian buffers and wetland areas, and 3) palustrine wetland areas (Figure 1), and predominantly classified as “woody wetlands” with lesser areas of “evergreen forest” and “shrub/scrub” (Figure 2). The canopy cover is relatively closed on the majority of the property (Figure 3). All access roads are constructed of pervious packed sand (Figure 4). The City of Mobile - Scannell Properties #727, LLC property is located in the Mobile Bay River Basin (Figure 5), and is adjacent to numerous protected parcels (Figure 6). The City of Mobile - Scannell Properties #727, LLC property is located on the eastern edge of the Mississippi Migratory Flyway (Figure 7).

Current Description

Scannell Properties agreed to place an approximately 150-acre conservation easement on wetlands in Mobile, Alabama, as part of a negotiated deal to develop a new industrial park. The easement permanently protects the wetlands in the Dog River watershed, preventing future redevelopment of the protected land. The agreement was reached in December 2023 with the City of Mobile, following negotiations involving the environmental group Mobile Baykeeper. Under these auspices, the landowners have chosen to 1) perpetually protect the riparian areas and wetlands associated with a) Rabbit Creek and its unnamed headwater, b) Whiskey Branch, 2) perpetually protect the littoral buffers and wetlands associated with the critical palustrine wetland areas, and 3) passively recreate on the property.

Summary of Grantor and Conservancy Rights

Permitted Uses of the Property

Permitted uses of the Property vary depending on where on the Property such use occurs as specifically indicated below. The Property is divided into three (3) principal areas all of which are depicted in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report and generally described below:

Acceptable Development Areas (also referred to herein as "ADAs") – The areas in which 1) a main access road, 2) secondary access road(s), and 3) auxiliary facilities may be placed. A total of three (3) Acceptable Development Areas will exist on the entire Property: 1) the Acceptable Development Area – Main Access Road, 2) the Acceptable Development Area – Secondary Access Road(s), and 3) the Acceptable Development Area – Auxiliary Facilities.

- The Acceptable Development Area – Main Access Road will consist of a linear buffer of approximately 40 feet (12.19 meters) that ultimately extends from Hamilton Boulevard into the interior of the Property. This linear buffer will originate from the centerline of the existing main access road as specifically identified in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report and will extend 20 feet (6.08 meters) to either side.

- The Acceptable Development Area – Secondary Access Road(s) will consist of linear buffers of approximately 30 feet (9.14 meters) extending from the centerline of any current or future secondary access roads as specifically identified in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report and will extend 15 feet (4.57 meters) to either side.

- The Acceptable Development Area – Auxiliary Facilities will consist of a polygon directly adjacent to the ADA – Main Access Road. The polygon, as specifically identified in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report, will encompass a total area of approximately one-half acre (2023 meters^2).

Resource Protection Areas (also referred to herein as "RPAs") – The areas which contain unique or special natural features including, but not limited to, streams, ponds, wetlands, marshes, or steep slopes and their supporting buffer lands, and in which this Easement excludes the construction or placement of permanent or temporary buildings and anthropogenic perturbations (manmade disturbances). A total of four (4) Resource Protection Areas will exist on the entire Property: 1) the Resource Protection Area – Rabbit Creek, 2) the Resource Protection Area – Whiskey Branch, 3) the Resource Protection Area – Unnamed Headwater of Rabbit Creek, and 4) the Resource Protection Area – Palustrine Wetlands.

- The Resource Protection Area – Rabbit Creek will consist of a linear buffer of approximately 200 feet (60.96 meters). This linear buffer will originate from the approximate center of Rabbit Creek as specifically identified in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report and will extend towards either side of the aquatic feature for 100 feet (30.48 meters).

- The Resource Protection Area – Whiskey Branch will consist of a linear buffer of approximately 200 feet (60.96 meters). This linear buffer will originate from the approximate center of Whiskey Branch as specifically identified in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report and will extend towards either side of the aquatic feature for 100 feet (30.48 meters).

- The Resource Protection Area – Unnamed Headwater of Rabbit Creek will consist of a linear buffer of approximately 200 feet (60.96 meters). This linear buffer will originate from the approximate center of the unnamed headwater of Rabbit Creek as specifically identified in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report and will extend towards either side of the aquatic feature for 100 feet (30.48 meters).

- The Resource Protection Area – Palustrine Wetlands will consist of polygonal buffers that will originate at the highwater line of the respective palustrine wetland, as specifically identified in the Conservation Easement Map in Section XI of the Baseline Documentation Report.

Open Area (also referred to herein as an "OA") – The remainder of the Property, after excluding the Acceptable Development Areas and the Resource Protection Areas in which this Easement excludes various anthropogenic perturbations set forth in Section 5 (entitled "Prohibited Uses"), Subsections 5.1 – 5.18 and allows activities set forth in Subsections 8.3, 8.3.A, 8.3.B, 8.3.C, 8.3.D, 8.3.E, 8.3.F, 8.3.G, and 8.3.H (entitled "Open Area").

8.1 *Acceptable Development Areas*. Notwithstanding anything herein which may be interpreted to the contrary, (1) no development is permitted if such use or activity will materially impair or interfere with the Conservation Values or the Purpose of this Easement, and (2) the ADA boundaries shall not be modified. The following activities are permitted within each Acceptable Development Area to the extent indicated provided that, unless otherwise noted, Grantor notifies the Conservancy in writing no later than sixty (60) working days prior to exercising the prescribed permitted uses.

8.1.A Acceptable Development Area – Main Access Road. With prior written notice to the Conservancy, Grantor may maintain, improve, repair, remove, enlarge, or replace the main access road within the area shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report, as ADA – Main Access

Road. No portion of the main access road shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material except for steep slope areas that may require additional hardening of the surface to reduce erosion. Said improvements shall be located completely within the corresponding ADA – Main Access Road. The foregoing permissions include, to the extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions. Any area of the Property disturbed by activity pursuant to temporary easements and permission to access any area of the Property in connection with such permissions must be revegetated and restored to a natural condition promptly after completion of access to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

8.1.B Acceptable Development Area – Secondary Access Road(s). With prior written notice to the Conservancy, Grantor may construct, maintain, improve, repair, remove, enlarge or replace any agricultural access roads within the area shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report, as ADA – Secondary Access Road(s). No portion of any secondary access road shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material except for steep slope areas that may require additional hardening of the surface to reduce erosion. Said improvements shall be located completely within the corresponding ADA – Secondary Access Road(s). The foregoing permissions include, to the extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions. Any area of the Property disturbed by activity pursuant to temporary easements and permission to access any area of the Property in connection with such permissions must be revegetated and restored to a natural condition promptly after completion of access to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

8.1.C Acceptable Development Area – Auxiliary Facilities. With prior written notice to and permission from the Conservancy, Grantor may construct, maintain, improve, repair, remove, or replace 1) a small parking area (a maximum total of three (3) car capacity), 2) an informational kiosk, 3) picnic tables, and 4) an access road ultimately connecting the ADA – Auxiliary Facilities with the ADA – Main Access Road within the area shown in the Conservation Easement Map in *Section X* of the Baseline Documentation Report as Acceptable Development Area – Auxiliary Facilities. There will be a maximum total of one (1) Acceptable Development Area – Auxiliary Facilities on the entire Property. Said improvements shall be located completely within the ADA – Auxiliary Facilities. All activities related to the construction, maintenance, improvement, repair, removal or replacement of the parking area, the informational kiosk, picnic tables, and access road shall be confined to the Acceptable Development Area – Auxiliary Facilities. Any area of the ADA – Auxiliary Facilities disturbed in connection with the construction, maintenance, improvement, repair, removal or replacement of the parking area, the informational kiosk, picnic tables, and access road (which do not contain the parking area, the informational kiosk, picnic tables, and access road) must be revegetated and restored

to a natural condition promptly after completion of such activities to ensure that the location of such activities does not substantially diminish or impair the Conservation Values.

8.1.C.i Building Restrictions. With prior written notice to and permission from the Conservancy, Grantor may construct, maintain, repair or replace the aforementioned auxiliary facilities within the area depicted in the Conservation Easement Map in *Section X* of the Baseline Documentation Report as Acceptable Development Area – Auxiliary Facilities provided that any structure must be designed and situated to blend with the natural surroundings and complement the natural and scenic features of the landscape so long as such improvements are in accordance with local, state, and federal laws.

8.1.C.ii Parking Area. With prior written notice to the Conservancy, Grantor may construct, maintain, repair or replace a parking area within the area depicted in the Conservation Easement Map in *Section X* of the Baseline Documentation Report as Acceptable Development Area – Auxiliary Facilities so long as such improvements 1) are in accordance with local, state, and federal laws, and 2) does not exceed a maximum total of four hundred (400) square feet (37 meters ^{2}) which should accommodate a maximum total of three (3) parking spaces. No portion of the parking area shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material. Said improvements shall be located completely with the ADA – Auxiliary Facilities.

8.1.C.iii Informational Kiosk. With prior written notice to and permission from the Conservancy, Grantor may construct, maintain, repair or replace one (1) informational kiosk within the area depicted in the Conservation Easement Map in *Section X* of the Baseline Documentation Report as Acceptable Development Area – Auxiliary Facilities provided that any structure must be designed and situated to blend with the natural surroundings and complement the natural and scenic features of the landscape so long as such improvements are in accordance with local, state, and federal laws.

8.1.C.iv Access Road. With prior written notice to and permission from the Conservancy, Grantor may construct, maintain, repair or replace one (1) access road within the area depicted in the Conservation Easement Map in *Section X* of the Baseline Documentation Report as Acceptable Development Area – Auxiliary Facilities, and to have the access road ultimately connect the ADA – Auxiliary Facilities with the ADA – Main Access Road. No portion of the access road shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material. Said improvements shall be located completely with the ADA – Auxiliary Facilities.

8.2 *Resource Protection Areas*. The following activities are permitted within the Resource Protection Areas to the extent indicated.

8.2.A Fences. Without prior written permission from or notice to the Conservancy, Grantor may maintain, improve, repair, remove, enlarge, or replace existing fences in the area shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report as Resource Protection Areas for purposes of preventing trespass on the Property.

8.2.B Water Resources. Without prior written permission from or notice to the Conservancy, Grantor may utilize water sources, courses, and bodies within the area shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report as Resource Protection Areas so long as such usage is in accordance with local, state and federal laws and shall be consistent with sound agricultural practices and a current NRCS conservation plan, or its equivalent, as prepared by the USDA or similar agency. The foregoing permissions include, to the maximum extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions. Any temporary easements and permission to access any area of the Property in connection with such permissions which is disturbed by activity must be revegetated and restored to a natural condition promptly after completion of access to ensure that the location of such activity does not substantially diminish or impair the Conservation Values. Under no circumstances will any wetlands in the Resource Protection Area – Palustrine Wetlands be drained or materially altered.

8.2.C Control of Exotic Species. With prior written notice to the Conservancy, Grantor may manage the area shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report as Resource Protection Areas for intrusion of exotic species provided that all such cuttings and vegetation management shall be conducted in a manner that minimizes damage to the Property, and so long as these activities preserve the value of the Resource Protection Areas as high priority habitat, wildlife habitat, riparian buffer, aquatic ecosystem, and preserves the Conservation Values. Any temporary easements and permission to access any area of the Property in connection with such permissions which is disturbed by activity must be revegetated and restored to a natural condition promptly after completion of extraction to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

8.2.D Raised Walkways & Wildlife Viewing Platforms. With prior written notice to the Conservancy, Grantor may construct, maintain, repair, remove, enlarge or replace raised walkways & wildlife viewing platforms within the area shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report as the Resource Protection Areas provided that any structure must be designed and situated to blend with natural surroundings and complement the natural and scenic features of the landscape so long as such improvements are in accordance with local, state and federal laws. The foregoing permissions include, to the maximum extent

necessary, temporary easements and permission to access any area of the Property in connection with such permissions, including, without limitation, construction, repair, and maintenance of the structure and appurtenances permitted subservient utilities. Any temporary easements and permission to access any area of the Property in connection with such permissions which are disturbed by activity must be revegetated and restored to a natural condition promptly after completion of extraction to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

8.2.E Hunting Stands and Platforms. Without prior written permission from or notice to the Conservancy, Grantor may establish and maintain temporary hunting stands and platforms within the area shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report as Resource Protection Areas provided that such accessories are erected and maintained in a manner that minimizes damage to the Property, and so long as these activities preserve the value of the Resource Protection Areas as wildlife habitat, riparian buffer, and aquatic ecosystem. The foregoing permissions include, to the extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions, including, without limitation, construction, repair, and maintenance of the structure and appurtenances for permitted subservient utilities. Any temporary easements and permission to access any area of the Property in connection with such permissions which are disturbed by activity must be revegetated and restored to a natural condition promptly after completion of access to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

8.2.F Trails. With prior written notice to the Conservancy, Grantor may establish and maintain a foot trail anywhere in the Resource Protection Areas to be used for outdoor recreation and education.

> 8.2.F.i Trail. The trail may include steps and railings and other trail surface structures as well as bridges and culverts for traversing wet areas.
>
> 8.2.F.ii Trail Width. The trail may not exceed 10 feet (3.048 meters) in width.
>
> 8.2.F.iii Trail Covering. The trail may be covered, if at all, only by wood chips, gravel, or any other porous surface so as not to enhance stormwater runoff into the wetland/stream.
>
> 8.2.F.iv Trail Signs. The trail may include signs to mark the trail; to provide information regarding applicable times, place, and manner restrictions; for interpretive purposes; and to indicate the interest of Grantor and the Conservancy are permitted.

8.2.G All-Terrain Vehicle Access. Without prior written permission from or notice to the Conservancy, Grantor may permit the temporary use of all-terrain vehicles within the area shown in the Conservation Easement Map in *Section XI* of the Baseline

Documentation Report as Resource Protection Areas.

8.2.H Recreation and Educational Usages. Without prior written permission from or notice to the Conservancy, Grantor may use area(s) shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report as Resource Protection Areas for low-impact outdoor recreation, education, nature observation and scientific study, so long as these activities preserve the value of the Resource Protection Areas as high priority habitat, wildlife habitat, riparian buffer and aquatic ecosystem, and do not materially diminish or impair the Conservation Values.

8.2.I Carbon Credits. Grantor shall retain all rights, benefits, privileges and credits related to carbon sequestration in the above ground and below ground biomass, and the soil of the Resource Protection Areas.

8.3 *Open Area*. The following activities are permitted within the Open Area to the extent indicated.

8.3.A Fences. With prior written notice to the Conservancy, Grantor may maintain, repair or replace existing fences shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report, as Open Area. No new fences may be constructed in the Open Area.

8.3.B Trails. Without prior written permission from or notice to the Conservancy, Grantor may establish and maintain a foot trail anywhere in the Open Area for outdoor recreation and education.

> 8.3.B.i Trail. The trail may include steps and railings and other trail surface structures as well as bridges and culverts for traversing wet areas.
>
> 8.3.B.ii Trail Width. The trail may not exceed 10 feet (3.048 meters) in width.
>
> 8.3.B.iii Trail Covering. The trail may be covered, if at all, by wood chips, gravel, or any other porous surface so as not to enhance stormwater runoff into the wetland/stream.
>
> 8.3.B.iv Trail Signs. The trail may include signs to mark the trail; to provide information regarding applicable times, place, and manner restrictions; for interpretive purposes, and to indicate the interest of Grantor and the Conservancy.

8.3.C Control of Exotic Species. With prior written notice to the Conservancy, Grantor may manage the area shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report, as the Open Area for intrusion of exotic species provided that all such cuttings and vegetation management shall be conducted in a manner that minimizes damage to the Property, preserves the value of the Open Area as wildlife habitat and aquatic ecosystem, and preserves the Conservation Values. The foregoing permissions include, to the extent necessary,

temporary easements and permission to access any area of the Property in connection with such permissions. Any temporary easements and any area of the Property accessed in connection with such permissions which are disturbed by activity must be revegetated and restored to a natural condition promptly after completion of access such that those temporary easements or activities do not substantially diminish or impair the Conservation Values.

8.3.D Hunting Stands and Platforms. Without prior written permission from or notice to the Conservancy, Grantor may establish and maintain temporary hunting stands and platforms within the area shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report, as Open Area provided that such accessories are erected and maintained in a manner that minimizes damage to the Property, and so long as these activities preserve the value of the Open Area as wildlife habitat. The foregoing permissions include, to the extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions. Any temporary easements and any area of the Property accessed in connection with such permissions which are disturbed by activity must be revegetated and restored to a natural condition promptly after completion of access such that those temporary easements or activities do not substantially diminish or impair the Conservation Values.

8.3.E Cutting and Clearing Trees. Without prior written permission from or notice to the Conservancy, Grantor may use area(s) shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report as Open Area, to remove trees and limbs which are fallen, dead, diseased or dangerous, limited to preserve the Conservation Values.

8.3.F All-Terrain Vehicle Access. Without prior written permission from or notice to the Conservancy, Grantor may permit the temporary use of all-terrain vehicles within the area shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report as Open Area.

8.3.G Recreation and Educational Usages. Without prior written permission from or notice to the Conservancy, Grantor may use area(s) shown in the Conservation Easement Map in *Section XI* of the Baseline Documentation Report as Open Area for low-impact outdoor recreation, education, nature observation and scientific study, so long as these activities preserve the value of the Open Area as wildlife habitat.

8.3.H Carbon Credits. Grantor shall retain all rights, benefits, privileges and credits related to carbon sequestration in the above ground and below ground biomass, and the soil of the Open Area.

Prohibited Uses of the Property

Prohibited uses of the Property are specifically described in Sections 5.1 through 5.18. Notwithstanding anything herein to the contrary, any activity on or use of the Property that is inconsistent with the Purpose of this Easement is prohibited.

5.1 the change, disturbance, alteration, or impairment of the relatively natural habitat for plants, wildlife, or similar ecosystems within and upon the Property; and

5.2 the construction and/or placement of any building structures, permanent camping accommodations, mobile homes, or billboards except as expressly provided herein in the Acceptable Development Areas and the Open Area as defined below; and

5.3 the conveyance of easements, rights-of-ways, the paving or grading of accessways or the construction of any roadways, except as expressly provided herein in the Acceptable Development Areas as defined below; and

5.4 the removal, destruction, or cutting of native vegetation, except as expressly provided herein in the Acceptable Development Areas and the Open Area as defined below; and

5.5 the introduction of non-native plants and/or animal species unless in accordance with applicable laws and current NRCS conservation plan or its equivalent, and in a manner consistent with sound environmental conservation practices and current scientific literature; and

5.6 the use of herbicides or pesticides other than for the control of noxious weeds and/or pests in accordance with applicable laws and current NRCS conservation plan or its equivalent, and in a manner consistent with sound environmental conservation practices and current scientific literature; and

5.7 the exploration by Grantor, its heirs, successors, transferees or assigns, for or extraction of minerals, oil, gas, or other hydrocarbons, soils, sands, gravel, rock, or other materials on or below the surface of the Property. Notwithstanding anything in this Easement to the contrary, Grantor, its heirs, successors, transferees or assigns shall not transfer, lease or otherwise separate the minerals, oil, gas, or other hydrocarbons, soils, sands, gravel, rock, field stone, or other materials from the Property or otherwise conduct any activity that could conflict with or cause the violation of Treasury Regulations Section 1.170A-14(g)(4)(i); and

5.8 the use of any motorized vehicles off of accessways or trails now existing as defined in the Baseline Documentation Report; and

5.9 the accumulation, dumping or other disposal of trash, garbage, or other offensive refuse on the Property other than the collection and disposal of natural byproducts on the Property (including tree limbs and organic household compost materials) except as such collection and disposal is in accordance with applicable laws and regulations; and

5.10 the manipulation, diversion, or other alteration of stream(s); and

5.11 the degradation, pollution, or drainage of any surface or sub-surface waters; and

5.12 any use that would increase or substantially add to the risk of erosion as determined by historical and current scientific literature; and

5.13 any change in the topography of the Property through the placement therein of soil, landfill, dredging spoils, or other material except as incidental and necessary to the activities permitted herein in the Acceptable Development Areas and the Open Area; and

5.14 more than de minimis use for any recreational activity constituting commercial recreational activity within the meaning of Section 2031(c) of the Code; and

5.15 the transfer, encumbrance, lease, sale, or other separation of the water rights except as necessary and appropriate for the present and future occupation of human, faunal, and vegetational populations on the Property; and

5.16 the erection, construction, installation, relocation or use of a communication facility, a telecommunications facility, a network element or any other telecommunications facility, equipment or material that may be used for telecommunications or to provide such services except for low capacity personal services; and

5.17 the erection, construction, installation, relocation or use of utility lines or substations not necessary and directly related to uses of the Property permitted in this Easement; and the erection, construction, installation, relocation or use of any lighting which interferes with wildlife on the Property; and

5.18 the division, subdivision, or de facto subdivision of the Property into two or more parcels of land or separate interests.

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Signature Pages

I, Spiro N. Cheriogatis, have signed this Baseline Documentation Report with the understanding and agreement that this Report will be used for, but not limited to, monitoring the property depicted and described in this Report for compliance with the Easement signed by myself. I have read this Report and understand it. I agree that this Report, and including the maps and photographs, accurately describes and depicts the physical features, relevant site conditions, and current structures and land uses on the property conserved by the Conservation Easement. I affirm that there are no activities ongoing on the property that are inconsistent with the Conservation Easement.

GRANTOR:

CITY OF MOBILE,
A Municipal Corporation

BY: _____ Date: _____
Spiro N. Cheriogatis
ITS: Mayor

ATTEST:

BY: _____ Date: _____
City Clerk

I, Robert D. Keller, Ph.D, Chief Executive Officer of the Pelican Coast Conservancy, Inc. have prepared and signed this Baseline Documentation Report with the understanding and agreement that this Report will be used for, but not limited to, monitoring the property depicted and described in this Report for compliance with the Conservation Easement, about to be executed. I affirm that I visited this property personally and that this Report including the maps and photographs accurately describes and depicts the physical features, relevant site conditions, and current structures and land uses on the property conserved by the Conservation Easement.

CONSERVANCY:

PELICAN COAST CONSERVANCY, INC.,
an Alabama non-profit corporation

By: _____
Robert D. Keller, Ph.D
Its Chief Executive Officer

I, _____the undersigned authority, a Notary Public in and for said State at Large, hereby certify that Robert D. Keller, Ph.D, whose name as Chief Executive Officer of PELICAN COAST CONSERVANCY, INC, an Alabama nonprofit corporation, is signed to the foregoing instrument, and who is known to me or who has produced proper identification, acknowledged before me on this day that, being informed of the contents of the document, 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 15th day of December, 2025.

_____
Notary Public, State of Alabama

Print _____ (Seal)

Conserved Property Location

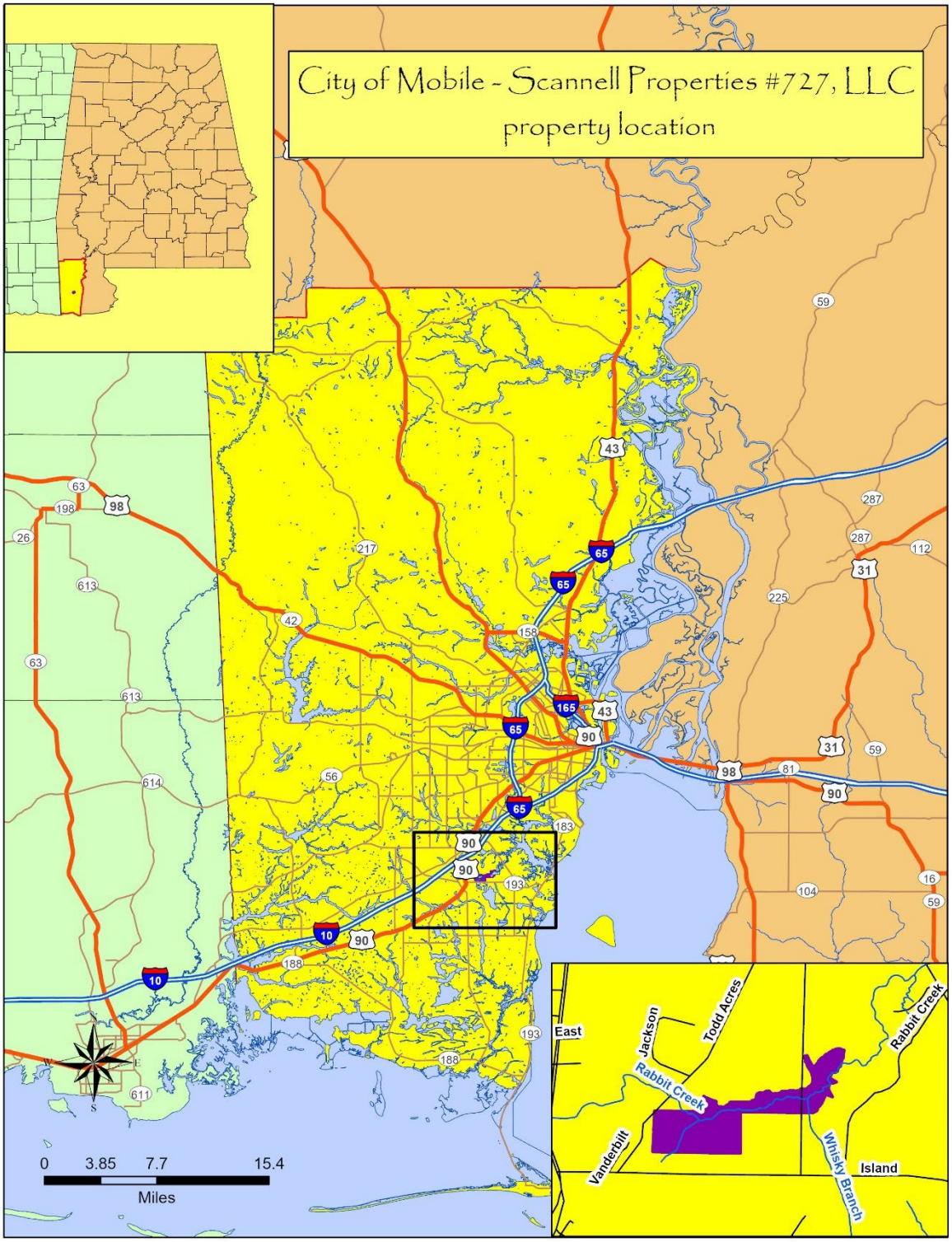


Figure 8. Inset map of the City of Mobile Scannell Properties #727, LLC property location.

Directions to Conserved Property

- From the city of Mobile, Alabama, take left ramp onto I-10 W toward Pascagoula. (11.3 miles)
- Take exit 15A toward Theodore onto US-90 W (Government Blvd). (2.2 miles)
- Turn left onto Hamilton Blvd (CR-26). (0.9 miles)

Topographic map

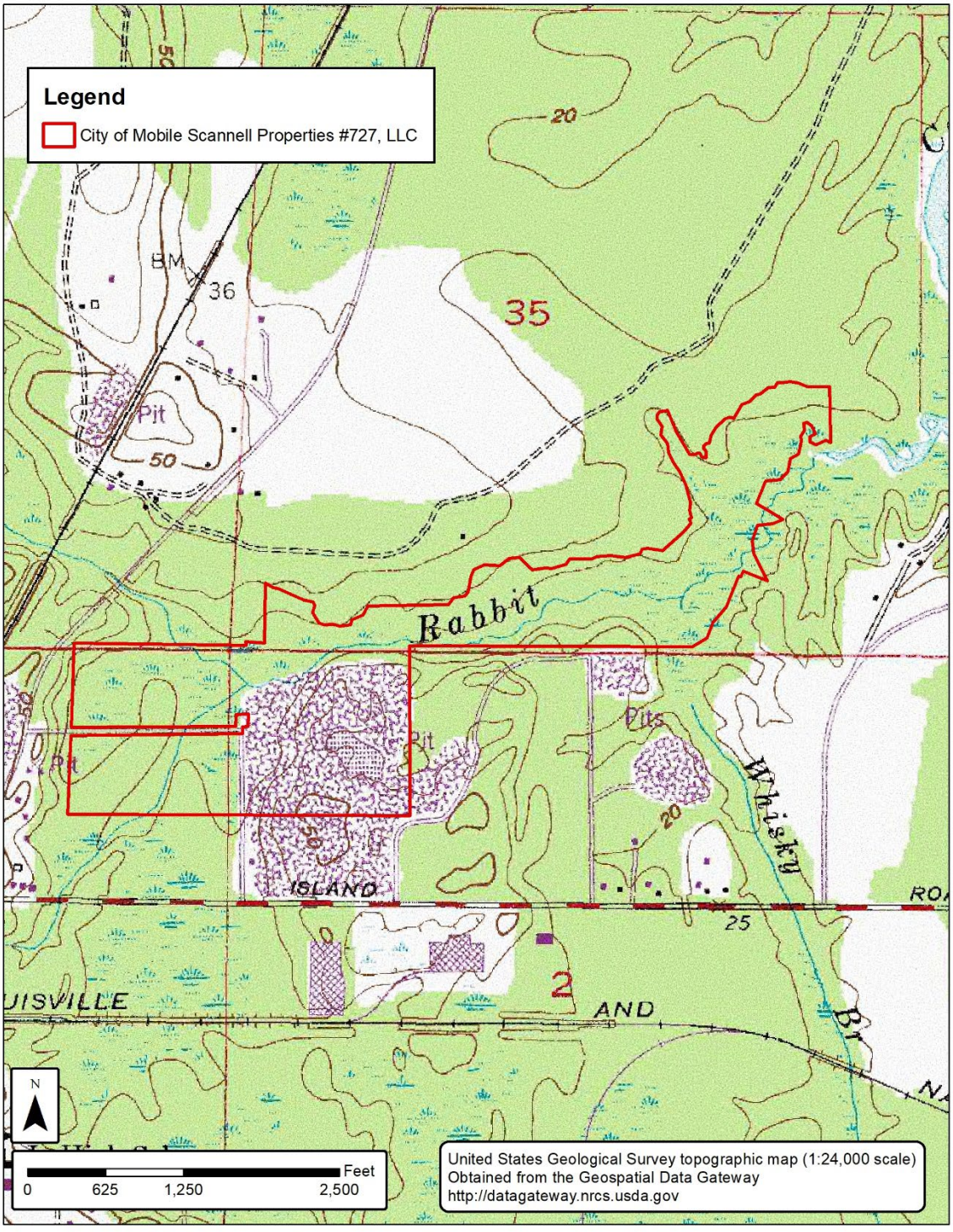


Figure 9. United States Geological Survey topographic map (1:24,000).

The City of Mobile - Scannell Properties #727, LLC property elevations are uniformly flat at 35 feet (10.6 meters). The grade increases gently from the center of the property to the north.

Historical & Current Orthophotography

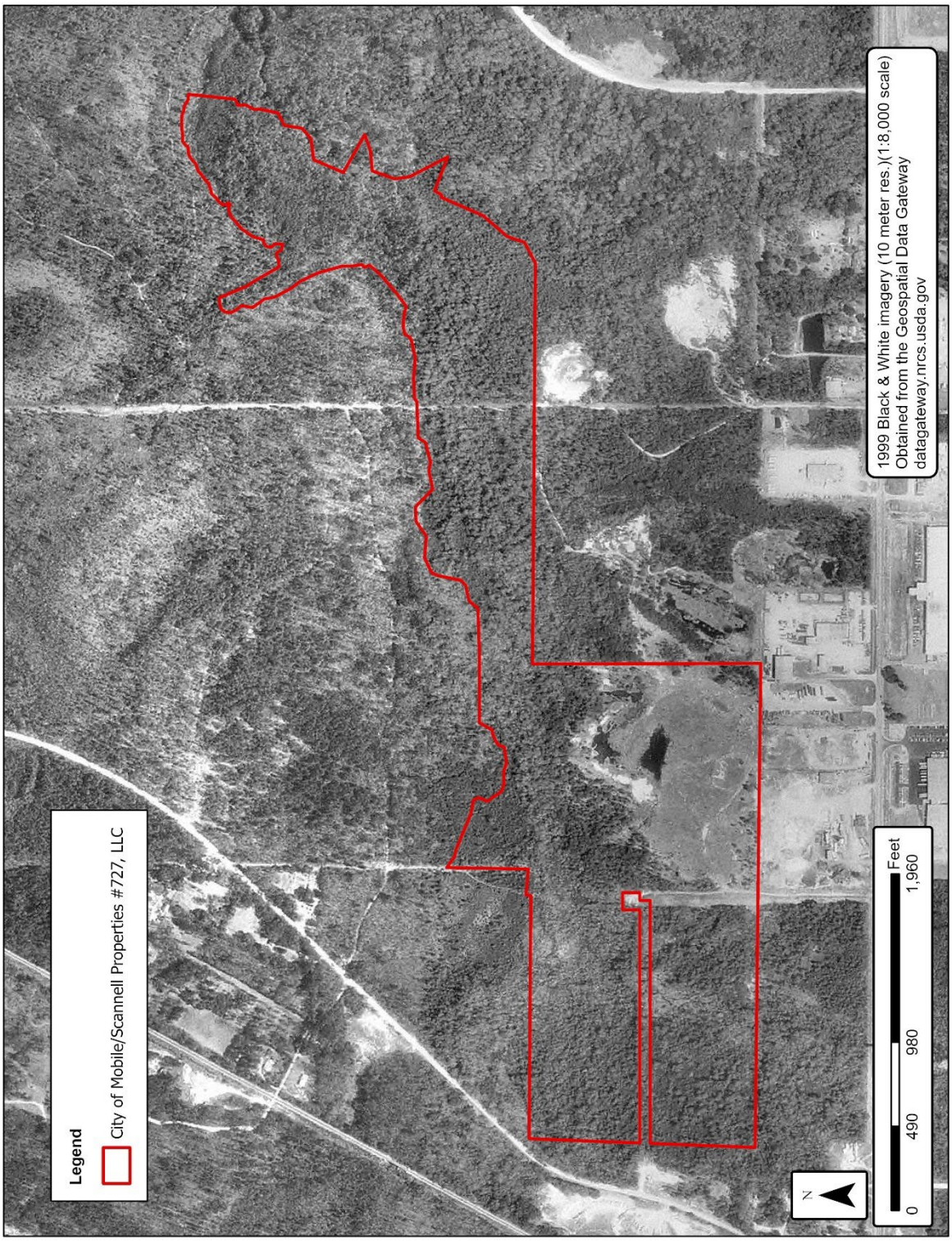


Figure 10. 1999 Black & White imagery (10 meter res.) (1:8,000 scale).

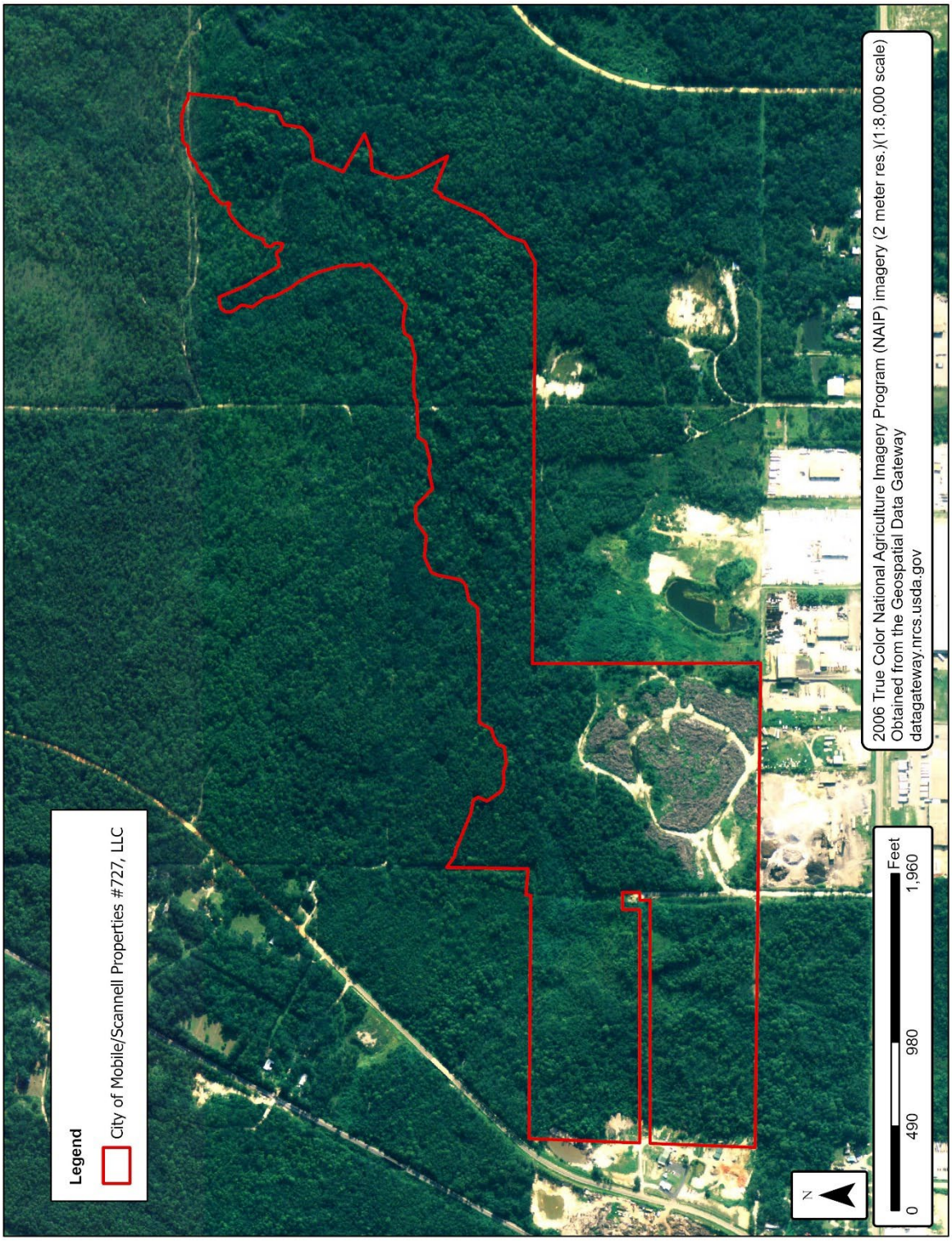


Figure 11. 2006 True Color National Agriculture Imagery Program (NAIP) imagery (2 meter res.) (1:8,000 scale).

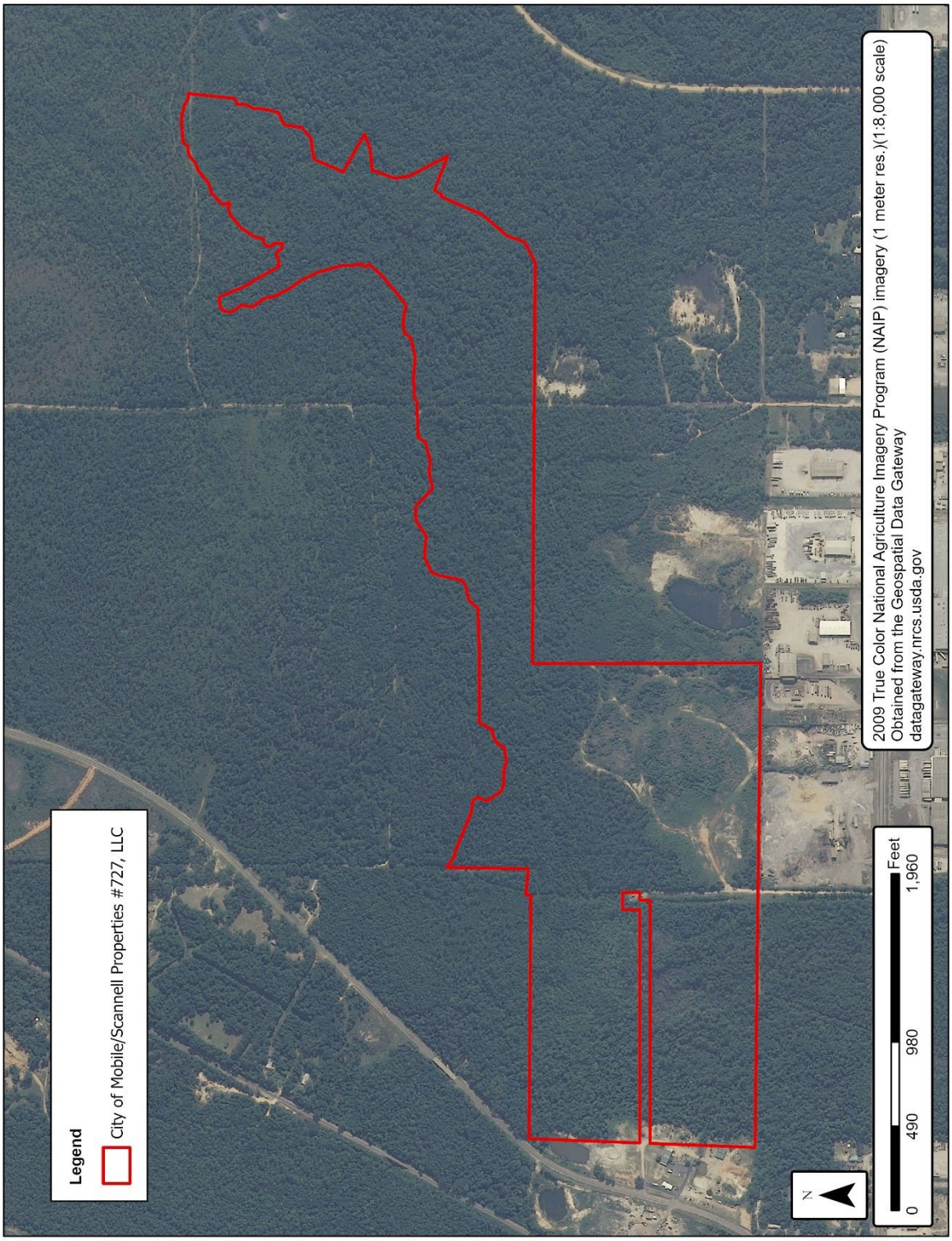


Figure 12. 2009 True Color NAIP imagery (1 meter res.) (1:8,000 scale).

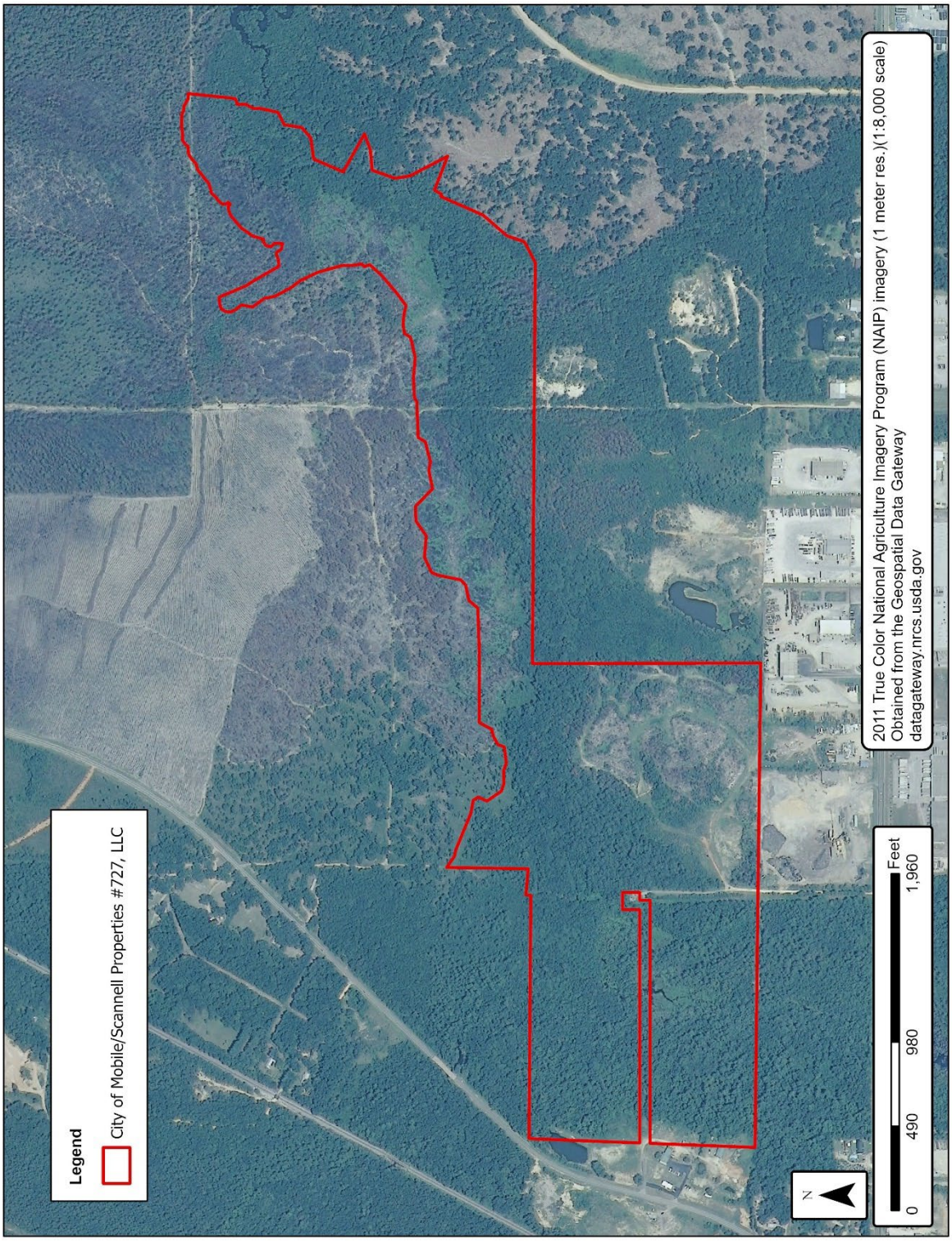


Figure 13. 2011 True Color NAIP imagery (1 meter res.) (1:8,000 scale).

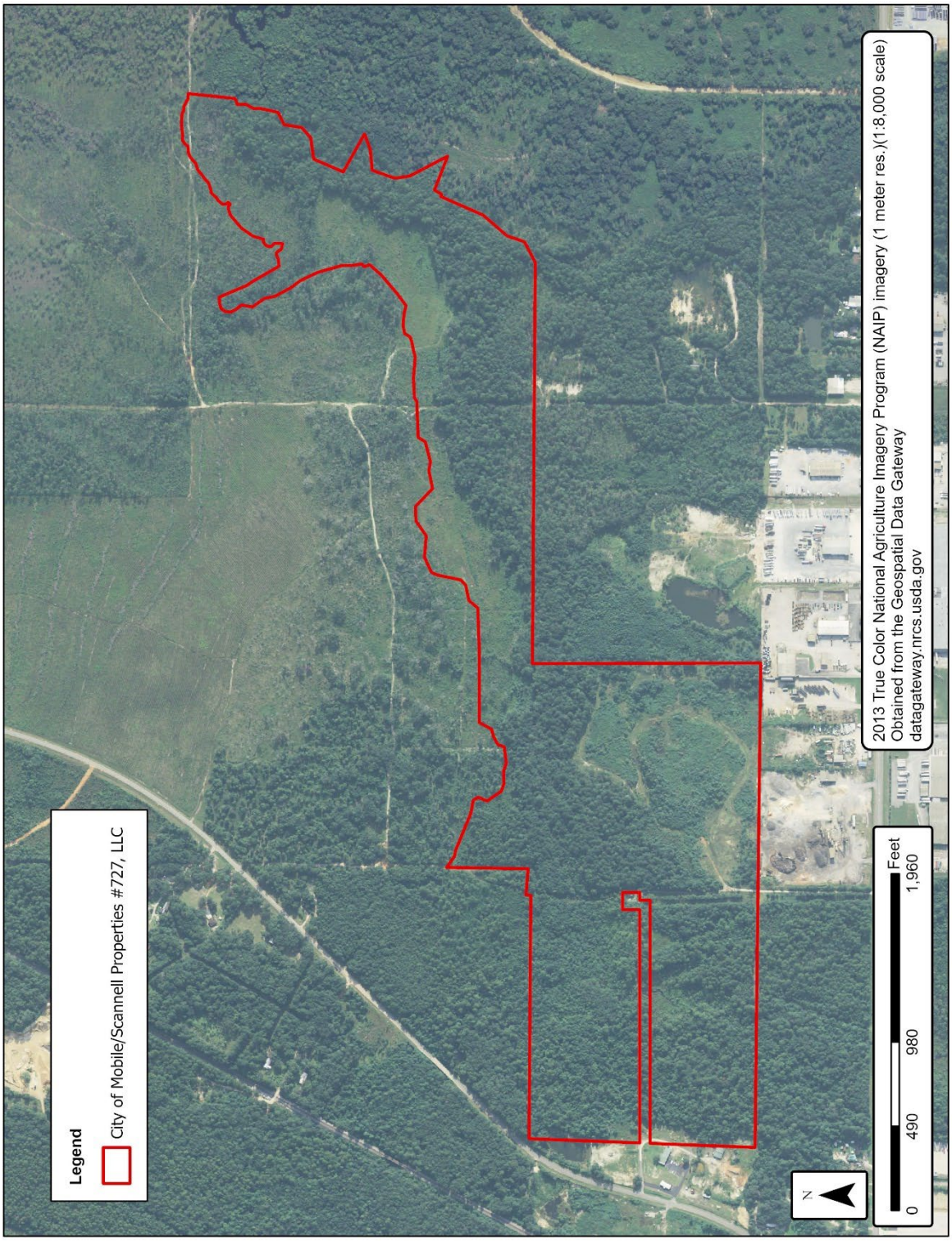


Figure 14. 2013 True Color NAIP imagery (1 meter res.) (1:8,000 scale).

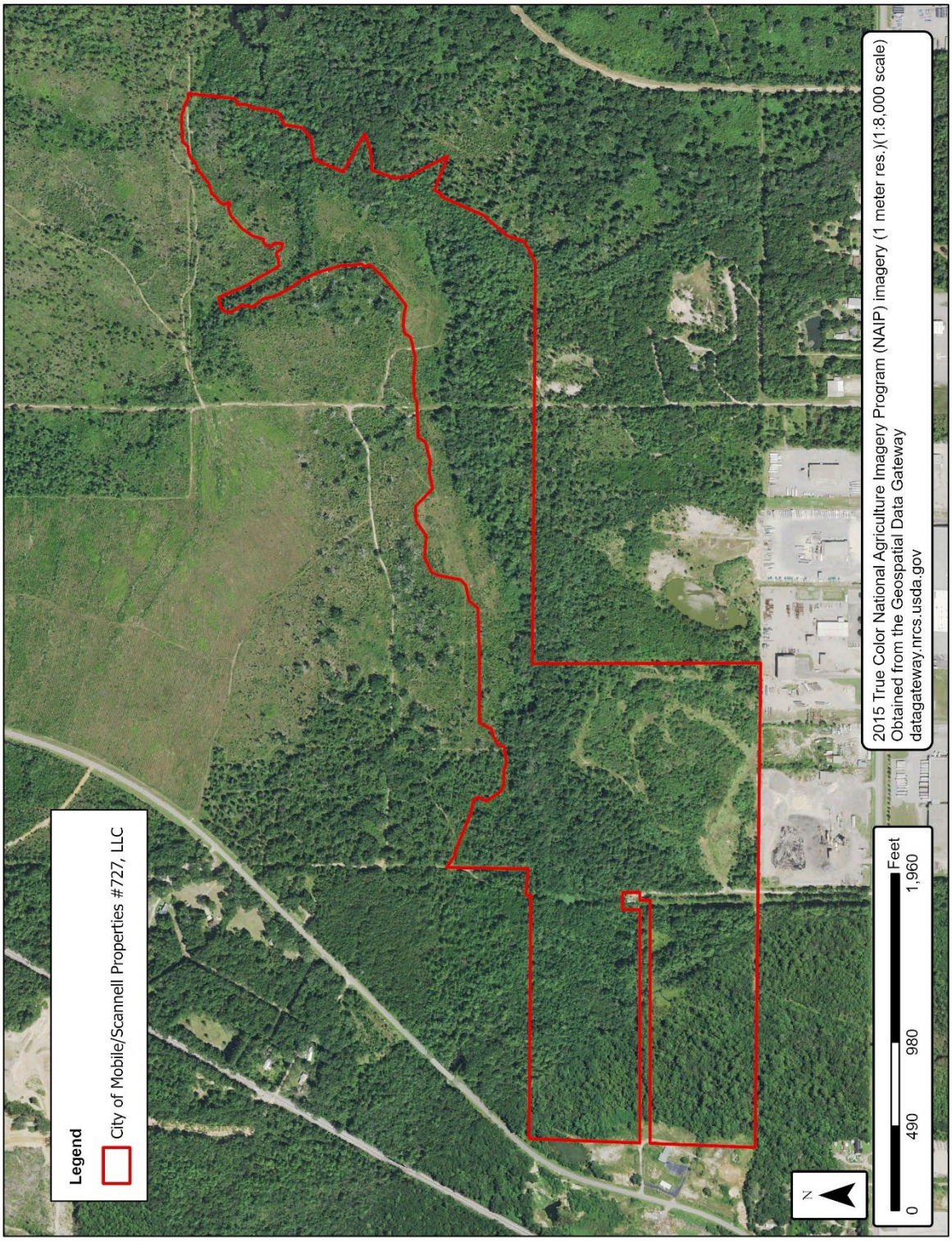


Figure 15. 2015 True Color NAIP imagery (1 meter res.) (1:8,000 scale).

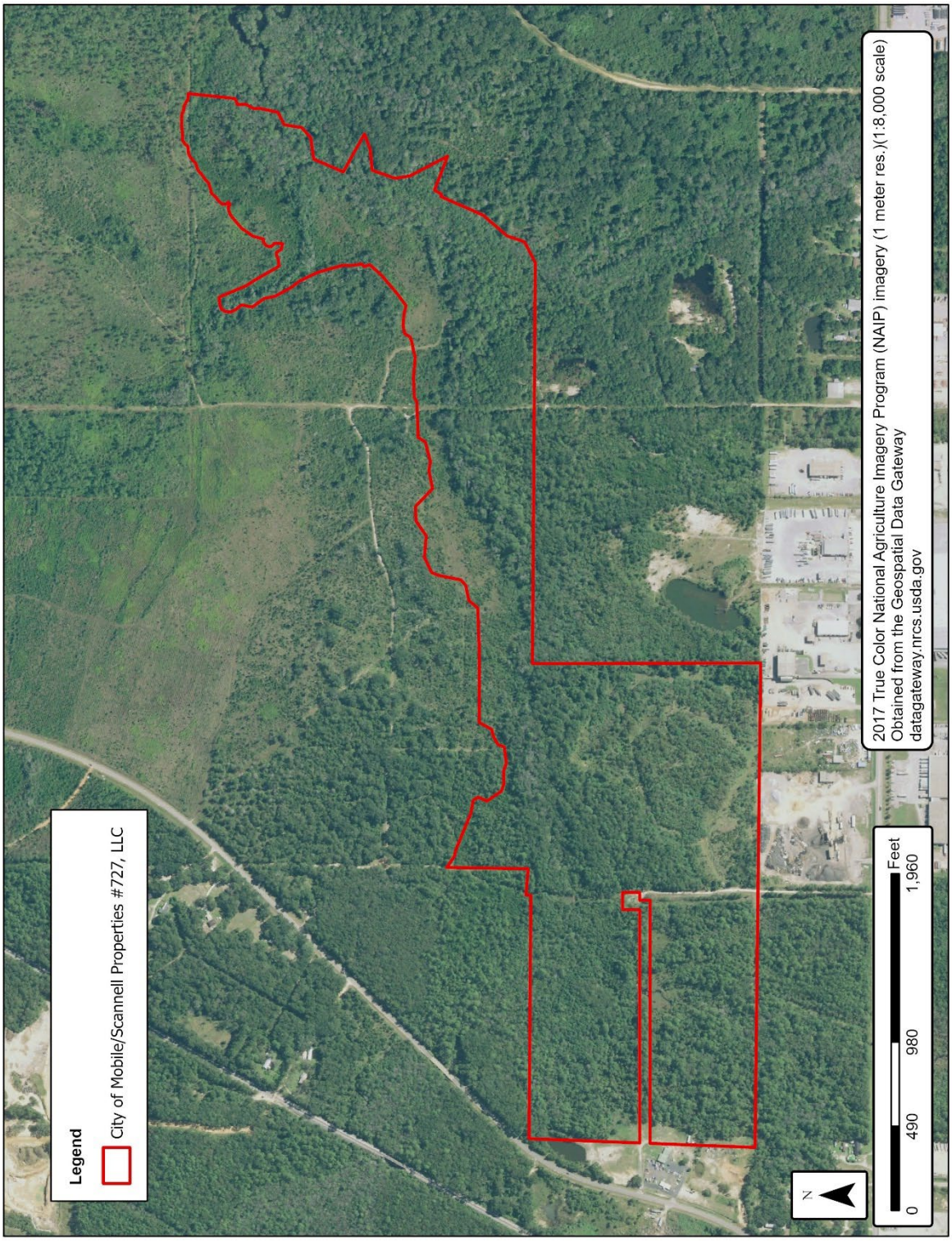


Figure 16. 2017 True Color NAIP imagery (1 meter res.) (1:8,000 scale).

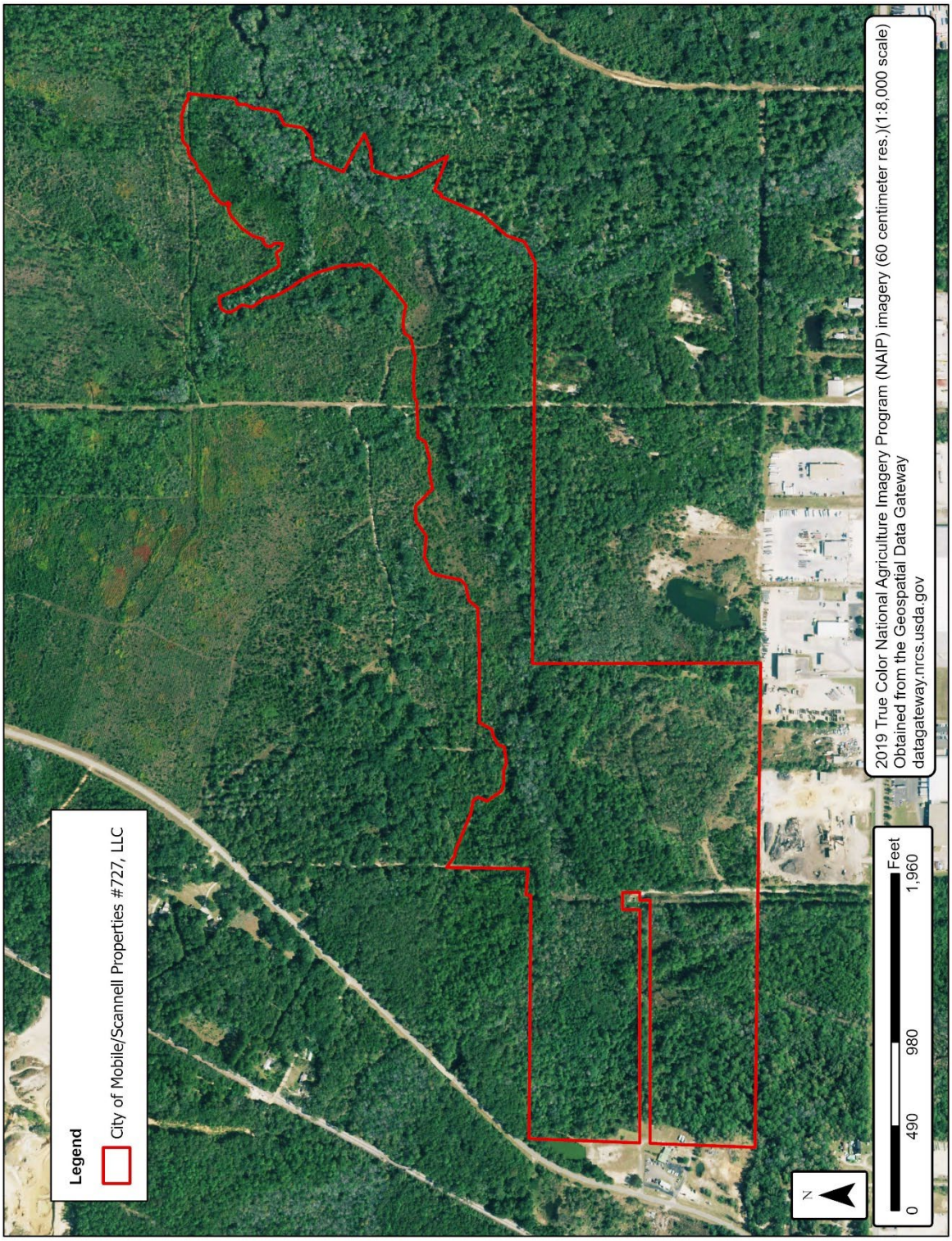


Figure 17. 2019 True Color NAIP imagery (60 centimeter res.) (1:8,000 scale).

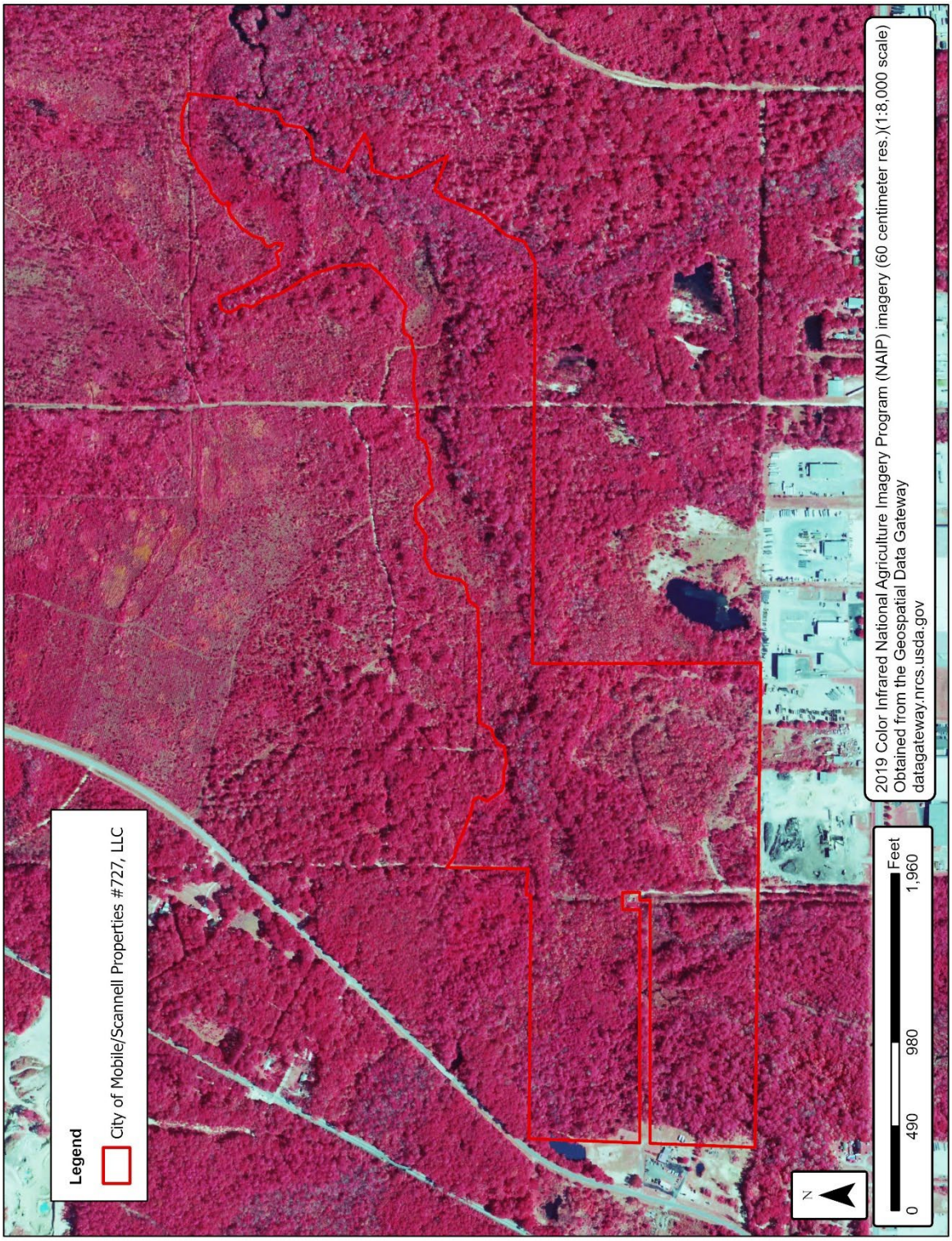


Figure 18. 2019 Color Infrared NAIP imagery (60 centimeter res.) (1:8,000 scale).

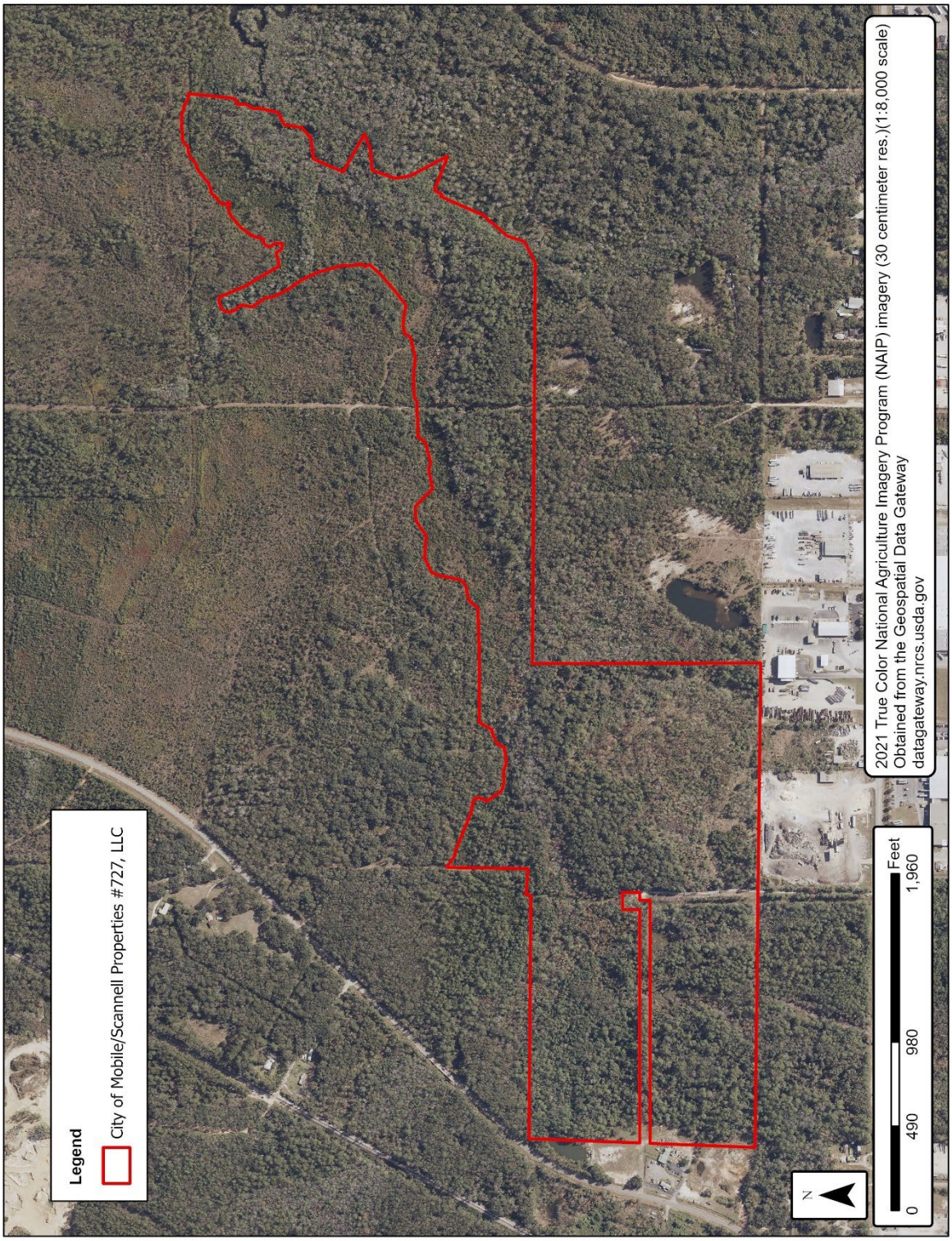


Figure 19. 2021 True Color NAIP imagery (30 centimeter res.) (1:8,000 scale).

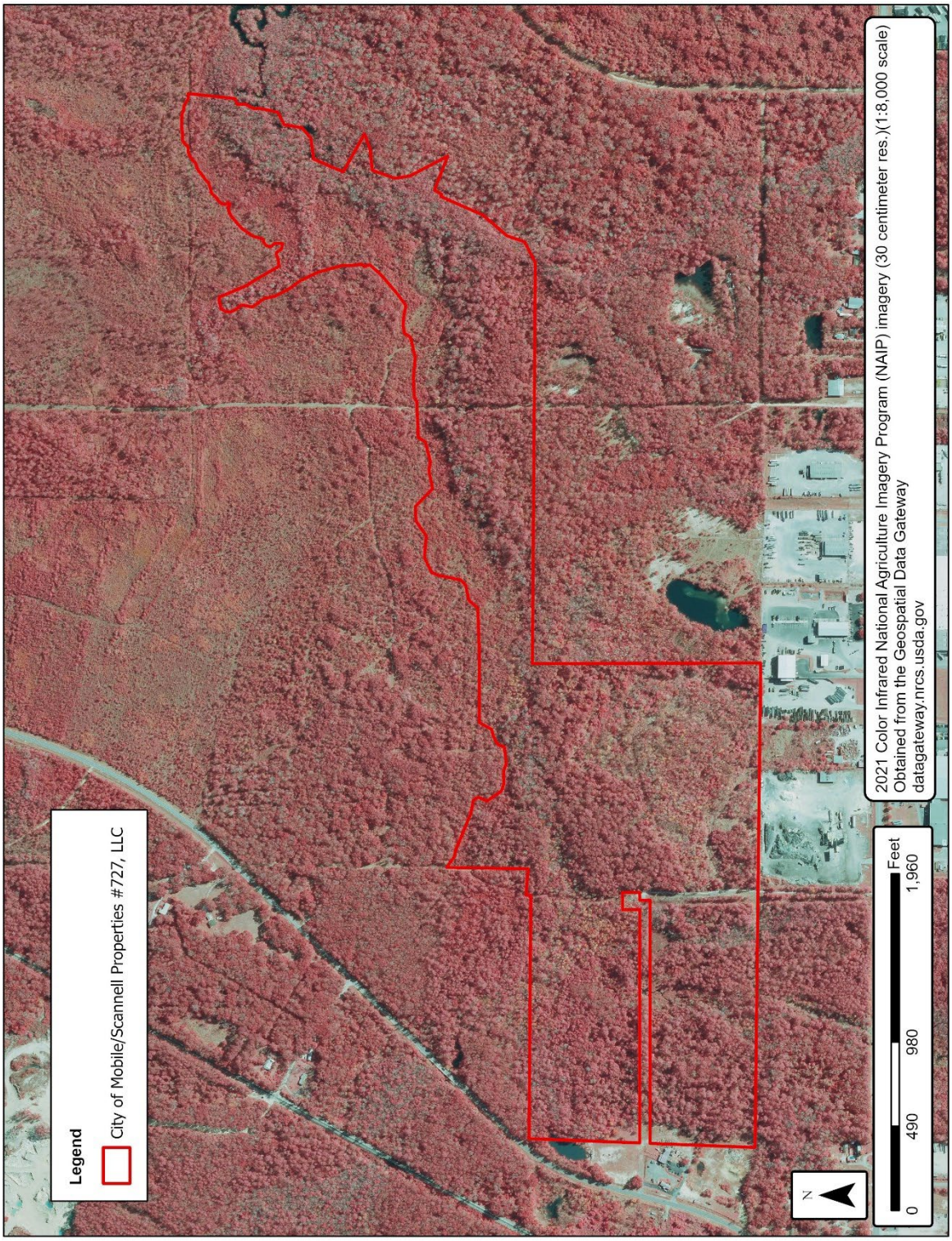


Figure 20. 2021 Color Infrared NAIP imagery (30 centimeter res.) (1:8,000 scale).

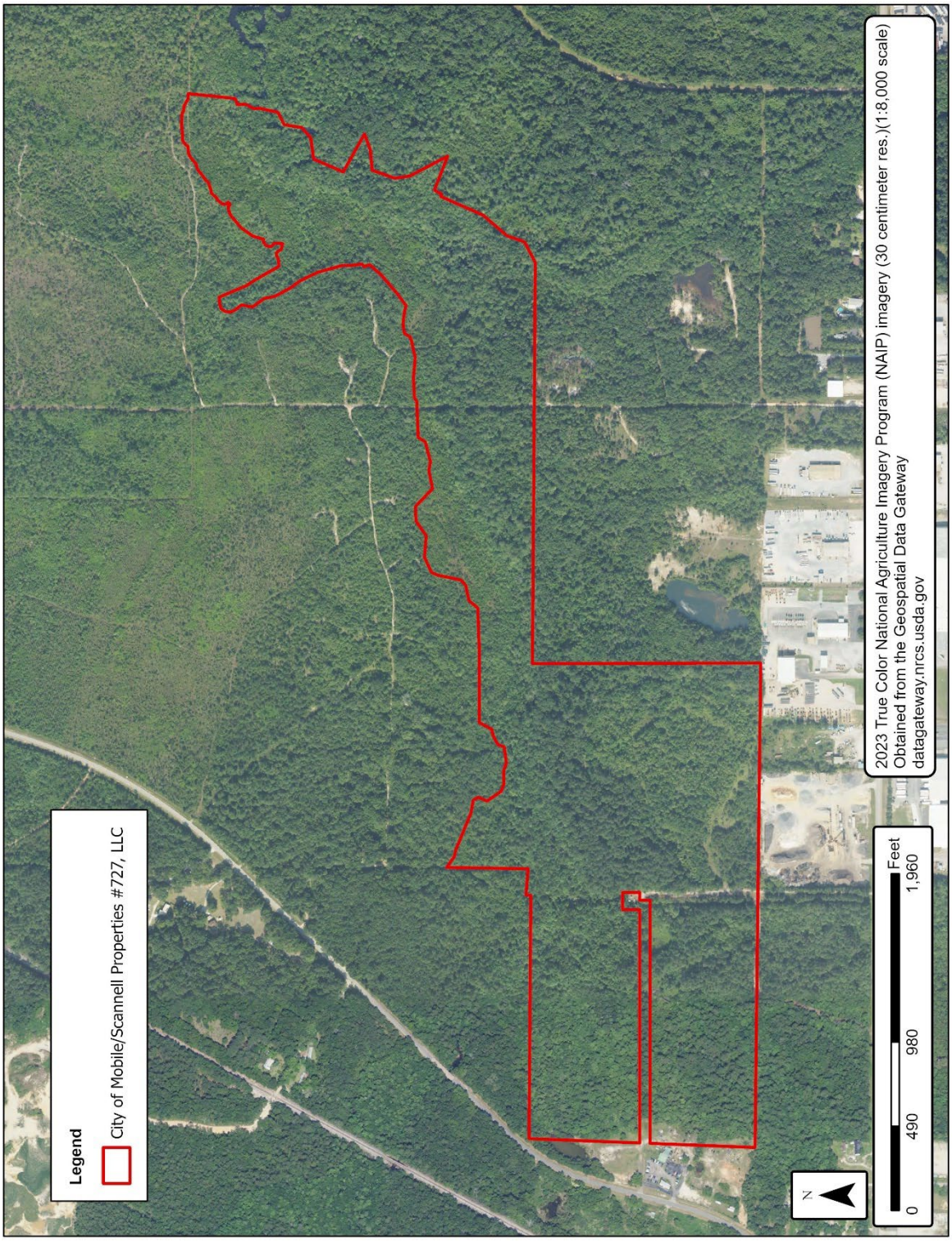


Figure 21. 2023 True Color NAIP imagery (30 centimeter res.) (1:8,000 scale).

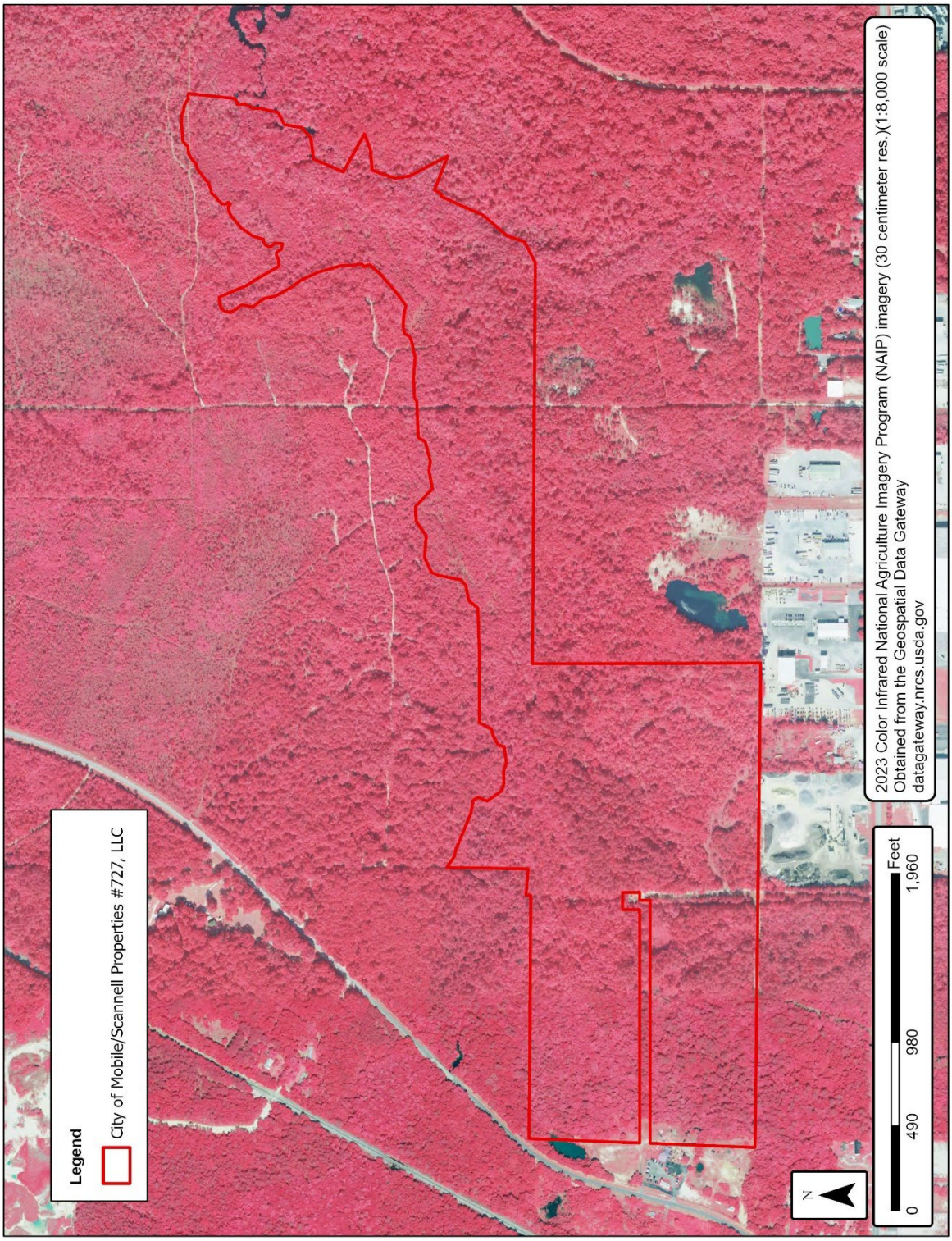


Figure 22. 2023 Color Infrared NAIP imagery (30 centimeter res.) (1:8,000 scale).

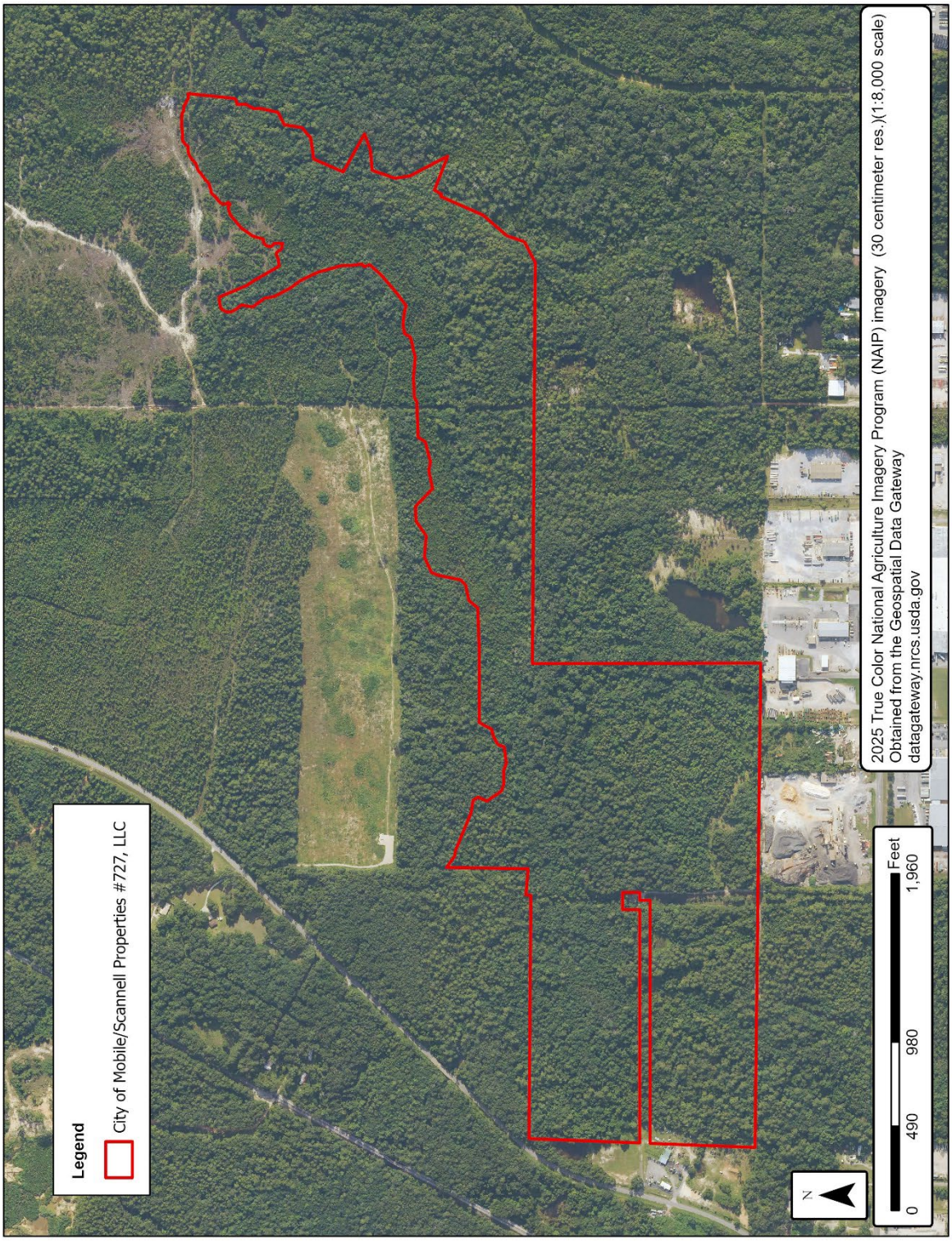


Figure 23. 2025 True Color NAIP imagery (30 centimeter res.) (1:8,000 scale).

Soils Map

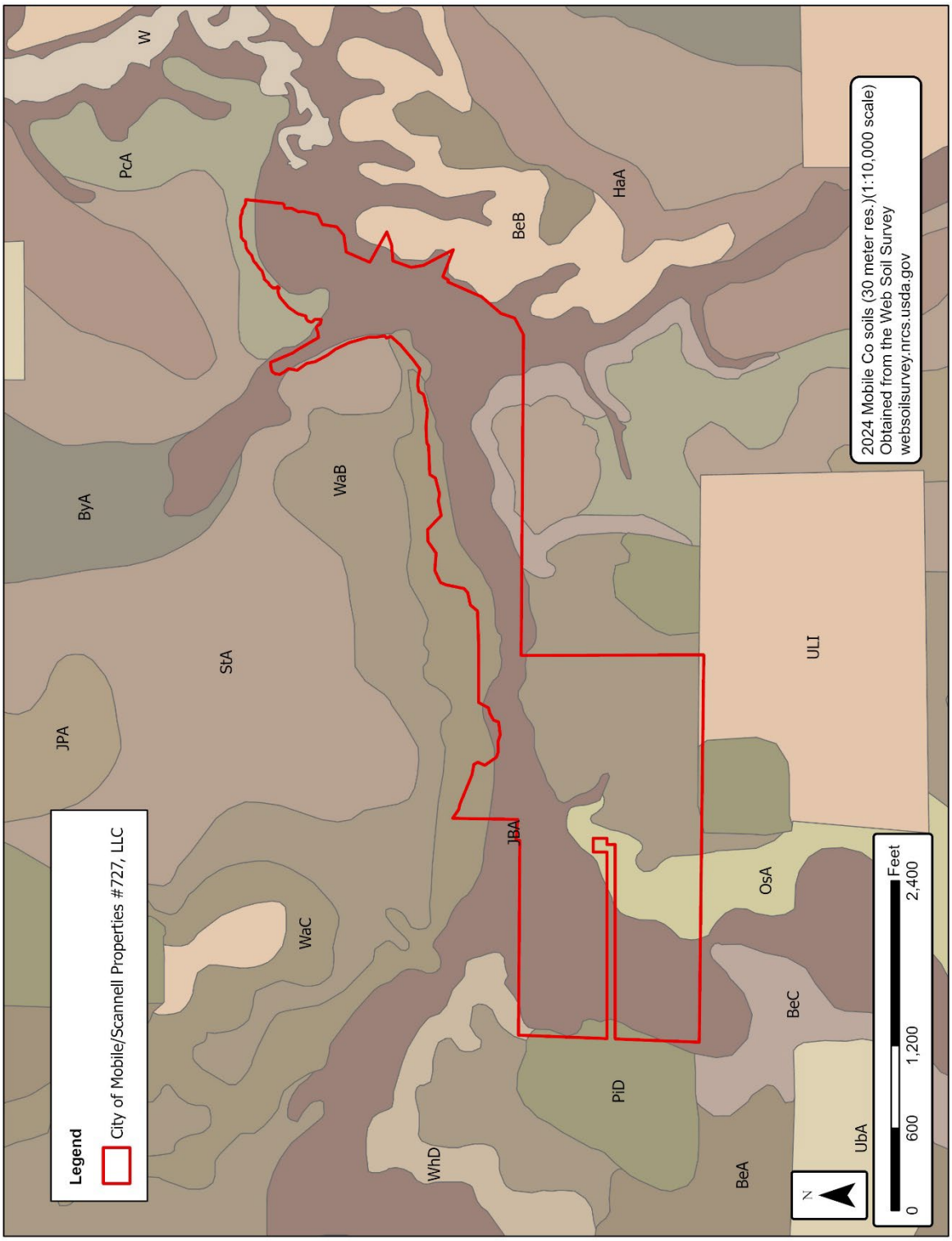


Figure 24. 2024 Mobile County soil types on the City of Mobile - Scannell Properties #727, LLC property (1:10,000 scale).

The City of Mobile Scannell Properties #727, LLC property is composed of the following prime Alabama agricultural soils as identified by United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS):

(BeB) Benndale fine sandy loam, 2 to 5 percent slopes, *All areas are prime farmland.*

Conservation Easement Map

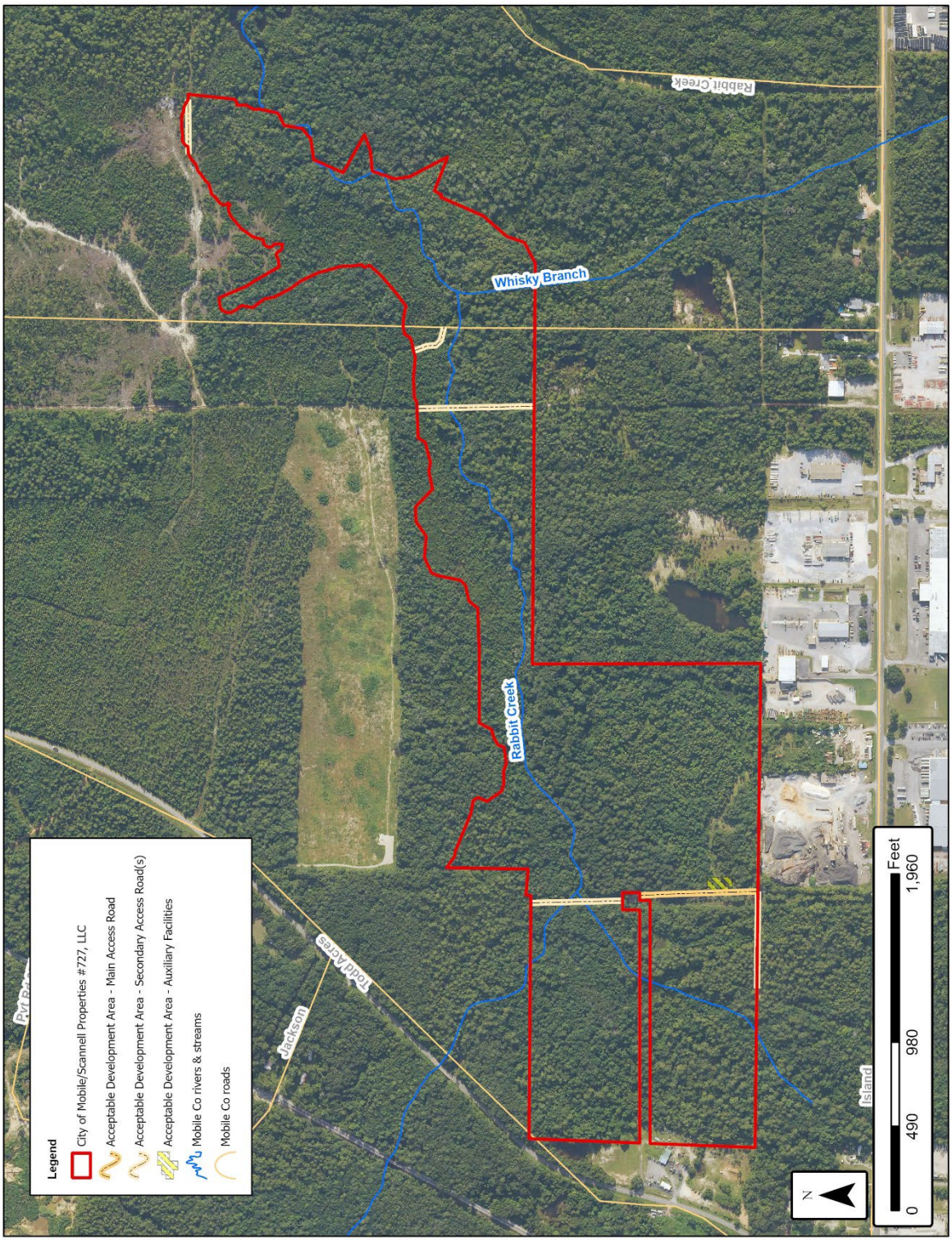


Figure 25. Conservation easement map depicting spatial location of the Acceptable Development Area – Main Access Road (in mango), the Acceptable Development Area – Secondary Access Road (in Sahara sand), and the Acceptable Development Area – Auxiliary Facilities (in crosshatched yellow) (1:8,000 scale).

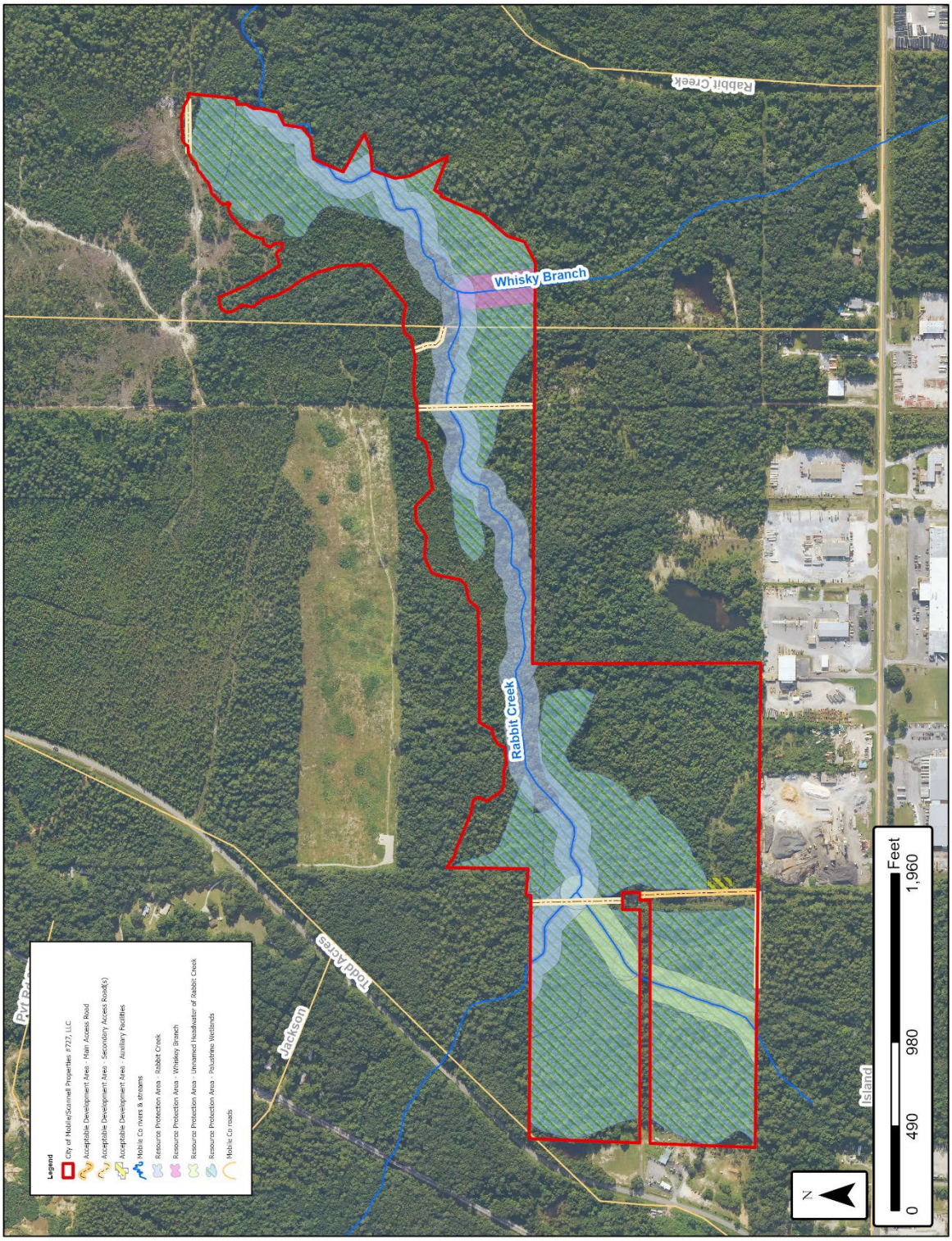


Figure 26. Conservation easement map depicting spatial location of the Mobile County rivers & streams (in blue), the Resource Protection Area – Rabbit Creek (in Sugalite sky), the Resource Protection Area – Whiskey Branch (in Fuchsia pink), the Resource Protection Area – Unnamed Headwater of Rabbit Creek (in Olivine yellow), and the Resource Protection Area – Palustrine Wetlands (in crosshatched blue/green) (1:8,000 scale).

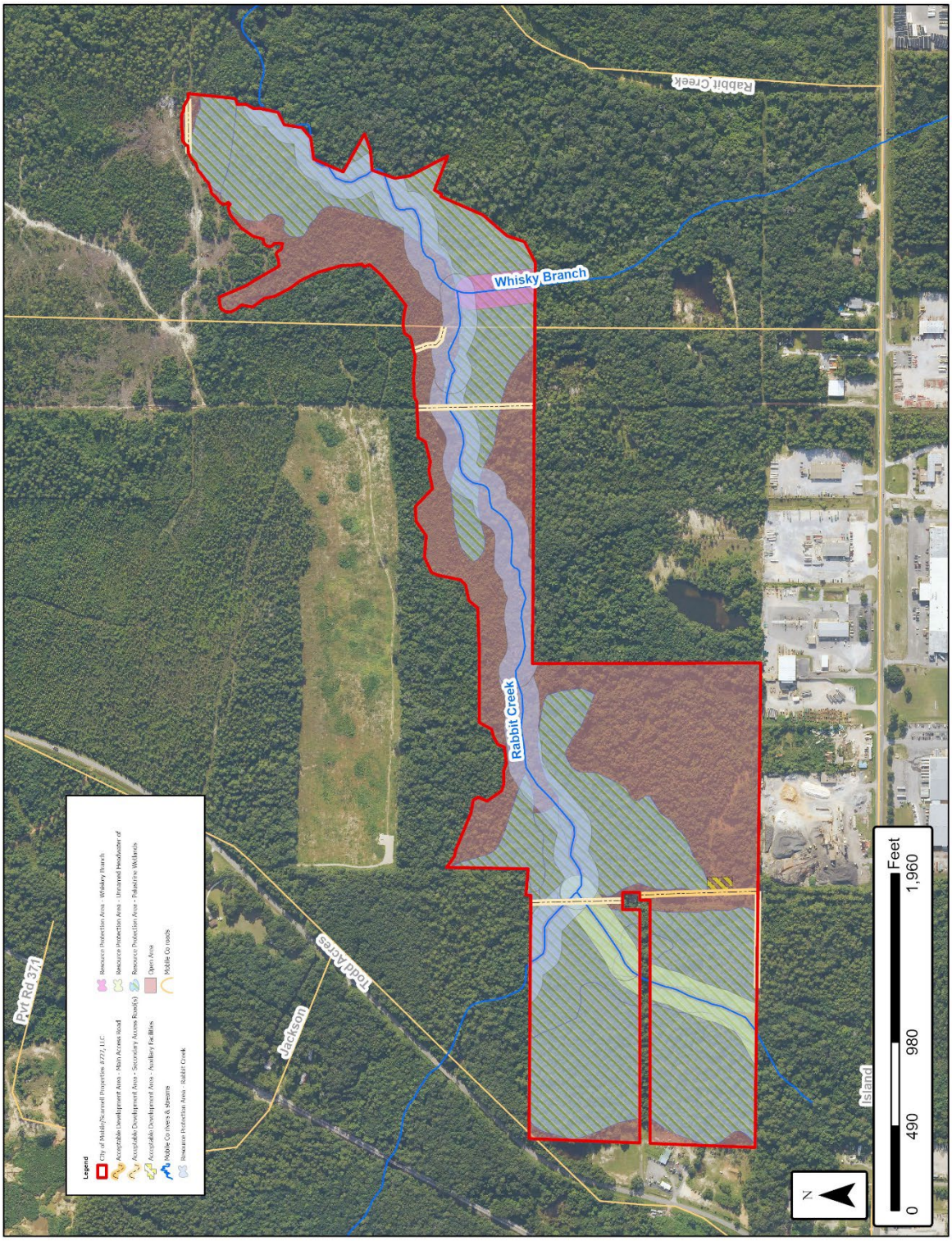


Figure 27. Conservation easement map depicting spatial location of the Open Area (in coral) (1:8,000 scale).

Point Locations Map

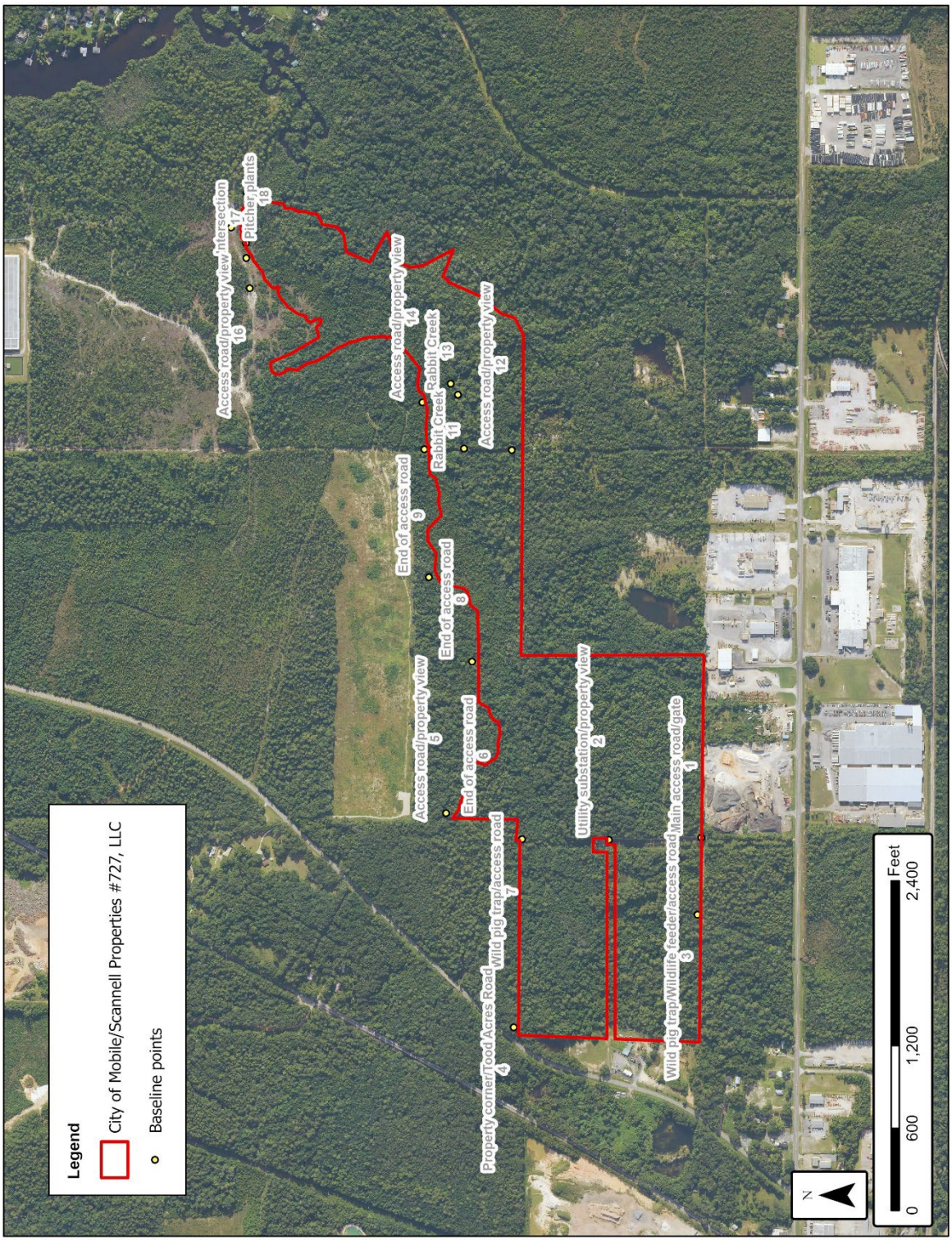


Figure 28. Point locations map depicting spatial locations (in yellow) that correspond to baseline photographs (1:10,000 scale).

Photographic Documentation



Figure 29. Property entrance/main access gate (010º orientation) (Waypoint 01).



Figure 30. ADA - Main Access Road (000º orientation) (Waypoint 01).



Figure 31. ADA - Main Access Road (180º orientation) (Waypoint 01).



Figure 32. Property view/ADA – Main Access Road (280º orientation) (Waypoint 01).



Figure 33. ADA - Main Access Road (170º orientation) (Waypoint 02).



Figure 34. Property view (090º orientation) (Waypoint 02).



Figure 35. Utility substation (005º orientation) (Waypoint 02).



Figure 36. Critical habitat/palustrine wetland area (135º orientation) (Waypoint 02).



Figure 37. Critical habitat/palustrine wetland area (350º orientation) (Waypoint 02).



Figure 38. Property view/ADA – Secondary Access Road (110º orientation) (Waypoint 03).



Figure 39. Property view (015º orientation) (Waypoint 03).



Figure 40. Property view (280º orientation) (Waypoint 03).



Figure 41. Wild pig (*Sus scrofa*) trap/wildlife feeder (180º orientation) (Waypoint 03).


Figure 42. Property corner/Todd Acres Road (070º orientation) (Waypoint 04).



Figure 43. Property corner/Todd Acres Road (145º orientation) (Waypoint 04).



Figure 44. Property corner (080º orientation) (Waypoint 04).



Figure 45. Adjacent secondary access road (170º orientation) (Waypoint 05).



Figure 46. Adjacent secondary access road (330º orientation) (Waypoint 05).



Figure 47. Property view (215º orientation) (Waypoint 05).



Figure 48. ADA - Secondary Access Road (345º orientation) (Waypoint 06).



Figure 49. ADA - Secondary Access Road/end of access road (170º orientation) (Waypoint 06).



Figure 50. Property view (260º orientation) (Waypoint 06).



Figure 51. ADA - Secondary Access Road (355º orientation) (Waypoint 07).



Figure 52. Property view (090º orientation) (Waypoint 07).



Figure 53. Property view (290º orientation) (Waypoint 07).



Figure 54. Wild pig (*S. scrofa*) trap (205º orientation) (Waypoint 07).



Figure 55. Adjacent secondary access road (350º orientation) (Waypoint 08).



Figure 56. End of adjacent secondary access road (160º orientation) (Waypoint 08).



Figure 57. Property view (065º orientation) (Waypoint 08).



Figure 58. Adjacent secondary access road (350º orientation) (Waypoint 09).



Figure 59. End of adjacent secondary access road (170º orientation) (Waypoint 09).



Figure 60. Property view (160º orientation) (Waypoint 09).



Figure 61. ADA – Secondary Access Road (190º orientation) (Waypoint 10).



Figure 62. ADA – Secondary Access Road (350º orientation) (Waypoint 10).



Figure 63. Game camera (125º orientation) (Waypoint 10).



Figure 64. Springhead (225º orientation) (Waypoint 10).



Figure 65. ADA – Secondary Access Road (000º orientation) (Waypoint 11).



Figure 66. ADA – Secondary Access Road (175º orientation) (Waypoint 11).



Figure 67. Rabbit Creek (080º orientation) (Waypoint 11).



Figure 68. Rabbit Creek (260º orientation) (Waypoint 11).



Figure 69. ADA – Secondary Access Road (190º orientation) (Waypoint 12).



Figure 70. ADA – Secondary Access Road (350º orientation) (Waypoint 12).



Figure 71. Property view (080º orientation) (Waypoint 12).



Figure 72. Property view (085º orientation) (Waypoint 13).



Figure 73. Property view (320º orientation) (Waypoint 13).



Figure 74. Rabbit Creek (075º orientation) (Waypoint 13).



Figure 75. Rabbit Creek (260º orientation) (Waypoint 13).



Figure 76. Adjacent secondary access road (160º orientation) (Waypoint 14).



Figure 77. Adjacent secondary access road (350º orientation) (Waypoint 14).



Figure 78. Property view (260º orientation) (Waypoint 14).



Figure 79. ADA – Secondary Access Road (310º orientation) (Waypoint 15).



Figure 80. End of ADA – Secondary Access Road/wild pig (*S.* scrofa) trap (150º orientation) (Waypoint 15).



Figure 81. Adjacent secondary access road (090º orientation) (Waypoint 16).



Figure 82. Adjacent secondary access road (260º orientation) (Waypoint 16).



Figure 83. Property view (040º orientation) (Waypoint 16).



Figure 84. Intersection (080º orientation) (Waypoint 17).



Figure 85. Intersection (100º orientation) (Waypoint 17).



Figure 86. Intersection (260º orientation) (Waypoint 17).



Figure 87. Wallow (140º orientation) (Waypoint 17).



Figure 88. Pitcher plants (*Sarracenia spp.*) (040º orientation) (Waypoint 18).



Figure 89. Pitcher plants (*Sarracenia spp.*) (050º orientation) (Waypoint 18).



Figure 90. Pitcher plants (*Sarracenia spp.*) (320º orientation) (Waypoint 18).



Figure 91. Yellow butterwort (*Pinguicula spp.*) (340º orientation) (Waypoint 18).



Figure 92. Adjacent secondary access road (105º orientation) (Waypoint 19).



Figure 93. Adjacent secondary access road (260º orientation) (Waypoint 19).



Figure 94. Property view (010º orientation) (Waypoint 19).



Figure 95. Intersection (010º orientation) (Waypoint 20).



Figure 96. Intersection (060º orientation) (Waypoint 20).



Figure 97. Intersection (240º orientation) (Waypoint 20).

Unmanned Aerial Vehicle (UAV) Photographic Documentation



Figure 98. Aerial view to the Northeast at 300 ft. above ground level ("AGL") (Waypoint 10).



Figure 99. Aerial view to the East at 300 ft. AGL (Waypoint 10).



Figure 100. Aerial view to the Southeast at 300 ft. AGL (Waypoint 10).



Figure 101. Aerial view to the South at 300 ft. AGL (Waypoint 10).



Figure 102. Aerial view to the Southwest at 300 ft. AGL (Waypoint 10).



Figure 103. Aerial view to the West at 300 ft. AGL (Waypoint 10).



Figure 104. Aerial view of Rabbit Creek to the East at 300 ft. AGL (Waypoint 10).



Figure 105. Aerial view of Rabbit Creek to the West at 300 ft. AGL (Waypoint 10).



Figure 106. Flyover to the East at 300 ft. AGL (Waypoint 10).
https://www.youtube.com/watch?v=R9yVCzNrUzw



Figure 107. Flyover to the West at 300 ft. AGL (Waypoint 10).
https://www.youtube.com/watch?v=kLcuifoyboM



Figure 108. 360º aerial view at 300 ft. AGL (Waypoint 10).
https://www.youtube.com/watch?v=wN0MY-TCtaQ

Map Certificate

Maps included in this baseline documentation report were compiled to meet United States National Map Accuracy Standards (NMAS). This map is not the result of a field survey and may not be used as such. These maps were compiled from information procured from Virtual Alabama, Alabama GIS, the Geospatial Data Gateway, and the National Map Seamless Server. Users of these maps are hereby notified that the aforementioned primary information source should be consulted for verification of the information contained in these maps.

The boundaries depicted in this Baseline Document Report (Acceptable Development Areas, Resource Protection Areas, Open Area, City of Mobile - Scannell Properties #727, LLC property) are approximate. It is the responsibility of the map user to verify boundaries with the appropriate persons.

The maps in this baseline documentation report are the property of City of Mobile - Scannell Properties #727, LLC property and the Pelican Coast Conservancy, Inc. The use of these maps is granted only on the condition that the map will not be sold, copied or printed for resale without the express written permission of the Pelican Coast Conservancy, Inc. All maps, shapefiles, photographic points and correlated data reside on the GIS computer at the Pelican Coast Conservancy, Inc. office at 403 Conti Street, Mobile, Alabama under the path of D:\PCC Properties\State of Alabama\City of Mobile - Scannell Properties #727, LLC property.

Photography Disclaimer

The photographs in this document are depicted with reduced resolution and size to be appropriate for dissemination in paper form. The original, unedited photographs reside on the GIS computer at the Pelican Coast Conservancy, Inc. office at 403 Conti Street, Mobile, Alabama under the path of D:\PCC Properties\State of Alabama\City of Mobile - Scannell Properties #727, LLC property\Photographs\Baseline Documentation Photographs\Original Photographs.

Credentials

Robert D. Keller, Ph.D is the Chief Executive Officer of the Pelican Coast Conservancy, Inc. and the Pelican Coast Conservancy, Inc. He received a Bachelor of Science degree with honors in Biology (*cum laude*) from The University of Tampa, and received his doctorate from Wake Forest University. His dissertation project concentrated on the effects of an exotic species (the European wild boar, *Sus scrofa*) on the oak/hickory forests of the Great Smoky Mountains National Park.

Dr. Keller has:

1) attended the following Environmental Research Systems Institute (ESRI) instructor-led classes: Introduction to GIS (ArcView 3.2), Advanced GIS (ArcView 3.2), Introduction to GIS I (ArcGIS 9.1), Introduction to GIS II

(ArcGIS 9.1), Advanced Analysis (ArcGIS 9.1), Cartography with ArcGIS (ArcGIS 9.1), Creating and Editing Parcels in ArcGIS (ArcGIS 9.2))

2) attended the following Duke University graduate program class (GIS-Based Analysis for Conservation Management)
3) created a geographic information systems (GIS) research laboratory, the Environmental Research and Mapping Facility (ERMF) while on faculty at the University of Tennessee – Chattanooga
4) led the Mountain Conservation Trust of Georgia to become the first land trust in the State of Georgia to receive the prestigious Seal of Accreditation from the Land Trust Alliance Accreditation Commission.

AGENDA ITEM SUMMARY SHEET

Agenda of: January 13, 2026

Submitted by:
Ricardo Woods, City Attorney

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
Authorize the Settlement Agreement and Release of Claims for Paul E. Soulier

Amount of Contract:

Funding Source

ATTACHMENTS:
1. Resolution.Settlement Soulier

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 Paul E. Soulier, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: January 13, 2026

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. APC- City TL Easement- FINAL VERSION 12-8-25
2. APC- City TL Easement- FINAL VERSION 12-8-25
3. RESOLUTION AL POWER TL Crich-Hosp DS

REVIEWERS:

Lana Pafenbach
Lana Pafenbach

UTILITY EASEMENT AGREEMENT

This Utility Easement Agreement (**"**Agreement") is made and entered into by and between CITY OF MOBILE, ALABAMA, a municipal corporation (**"**City**"**), acting by and through its MAYOR and CITY COUNCIL, and ALABAMA POWER COMPANY, an Alabama corporation and public utility, and its successors and assigns (**"**Grantee**"**), and shall be effective as of the date this Agreement is last signed by all parties hereto ("Effective Date"). City and Grantee are sometimes referred to individually as a **"**Party**"** and collectively as the **"**Parties**."**

1. RECITALS

A. The City is the owner in fee of certain real property (tracts) in Mobile County, Alabama, which are identified and depicted in **Exhibit A** (collectively, the **"**Property**"**) and in **Exhibit B** ("Project Overlay"), which are both adopted and incorporated herein by reference;

B. Grantee desires to acquire from the City the right to construct, operate, and maintain electric transmission and distribution Facilities upon, over, under, and across the Property, subject to the terms and conditions set forth herein; and

C. Certain tracts of the Property are encumbered by greenway/trail covenants.

NOW, **THEREFORE**, in consideration of the sum of One Hundred Five Thousand and 00/100 Dollars ($105,000.00) and other good and valuable consideration paid to City in hand by Grantee, the receipt and sufficiency of which are acknowledged, the Parties represent, warrant, understand, and agree as follows:

2. DEFINITIONS

(a) "Danger Tree" means any tree located on the Property, within a public road right-of-way, or on any adjoining parcel outside of the depicted Easement Area, which, in falling, would come within five (5) feet of any conductor, pole, or other facility of the Grantee located on the Property or on any other real property.

(b) "Easement Area(s)" means the strip(s) of land, varying width, on the Property described in Exhibit A.

(c) "Facilities" means Grantee's electric transmission and distribution lines and advanced communications capabilities, and all towers, poles, structures, crossarms, conduits, conductors, cables, wires, insulators, anchors, guy wires, counterpoise conductors, grounding devices, pads, vaults, cabinets, markers, and all other appliances, equipment, and fixtures necessary or convenient in connection therewith.

(d) "Good Utility Practice" means the practices, methods, and acts generally accepted in the electric utility industry and consistent with the National Electrical Safety Code (NESC) and applicable Law.

(e) "Law" means applicable constitutions, statutes, ordinances, codes, rules, regulations, orders, and permit requirements of any governmental authority having jurisdiction, including the City.

3. GRANT OF EASEMENT

The City hereby grants to Grantee the right to construct, install, operate, inspect, maintain, repair, replace, upgrade, and remove the Facilities upon, over, under, and across the Easement Area(s).

The City further grants to the Grantee all the rights or privileges necessary or convenient for the full enjoyment or use of the Easement Area(s), for the purposes above described, including, without limitation, the following: (A) the right of ingress and egress to and from the Easement Areas across the Property, together with the right to use and make necessary or convenient improvements to existing public and City service roads on the Property; (B) the right to cut, remove, and otherwise keep clear by any means, including herbicides, all trees, undergrowth, structures, materials, and all other obstructions, whether natural or man-made, under, on, or above the Easement Areas, (C) the right to cut Danger Trees, (D) the right to install, maintain, and use anchors and guy wires on the Property adjacent to the Easement Areas; and (E) the right to install grounding devices on City fences or other structures now or hereafter located on the Property adjacent to the Easement Areas; all subject to the terms and conditions herein.

4. CITY RESERVATIONS; NO FRANCHISE

The City reserves the right of access to and use of the Easement Areas and the Property for any municipal purpose not inconsistent with the rights which Grantee may from time-to-time exercise hereunder.

Nothing herein grants any franchise or right to use public rights-of-way; any such rights must be obtained separately in compliance with Law.

5. THREE MILE CREEK GREENWAY TRAIL COVENANTS

(a) The Parties acknowledge that certain tracts identified in Exhibit A (the "Greenway Trail Tracts") are part of the Three Mile Creek Greenway Trail and are encumbered by a Covenant of Purpose, Use by and between the City and the Office of Gulf Coast Restoration, Department of the Treasury, United States of America and Grantee's rights are limited to compatible use and are subordinate to such purposes. (hereinafter, the "Greenway Trail Covenants").

(b) The Parties agree that the rights acquired by Grantee through this Agreement benefit the Greenway Trail Tracts and the Facilities to be located on the Greenway Trail Tracts are a compatible use and consistent with the goals and authorized uses of the RESTORE Act and the Greenway Trail Covenants, and they are not considered an encumbrance on the Greenway Trail Tracts in violation of the Greenway Trail Covenants.

(c) The City **RELEASES, WAIVES, and FOREVER DISCHARGES** Grantee from any claim, charge, liability, damage, demand, and/or action relating in any way to the Greenway Trail Covenants, or any violation thereof, on the Greenway Trail Tracts, including but not limited to the conveyance of rights to Grantee through this Agreement and/or Grantee's construction, operation, and maintenance of the Facilities on the Greenway Trail Tracts.

6. ADDITIONAL USE

City grants to the said Grantee, its successors and assigns, the right and authority to enter upon and to use the lands hereinafter described for the installation of broadband systems within said Easement, pursuant to Code of Alabama (1975), § 37-16-7(g).

7. VEGETATION MANAGEMENT; HERBICIDES; DANGER TREES

(a) Within the Easement Areas only, Grantee may cut, trim, and remove trees, brush, and vegetation only as reasonably necessary to achieve required clearances under NESC and Good Utility Practice.

(b) Cleanup**.** All debris shall be removed and stumps ground flush unless the City approves otherwise in writing.

(c) Herbicides**.** Use of herbicides is prohibited within fifty (50) feet of trails or waterways unless approved by the City's Urban Forester. Any use of herbicides require five (5) business days prior notice to the City, application by licensed personnel, and compliance with label, buffer, and waterway protections required by Law and City policy.

(d) Parcel-Specific. On parcels where Grantee acquires Danger Tree rights only, advance notice to the City is required before removal of any tree; no herbicides may be used without the City's written approval; all debris shall be removed and stumps ground flush. No poles, structures, or conductors are permitted on these tracts.

8. STANDARDS AND COMPLIANCE

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

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

(c) On parcels where the Grantee acquires danger tree rights only, the Grantee shall provide advance written notice to the City prior to the removal of any tree. Following removal, all debris shall be cleared, and stumps shall be ground flush with the surrounding grade.

9. RELOCATION

If the City determines that the Facilities unreasonably interfere with the City's use, operations, or a public project, then upon written notice and within a commercially reasonable time, Grantee shall, at the City's cost and expense, relocate, adjust, or underground in Grantee's discretion, the Facilities within the Easement Areas or to a comparable location identified and owned by the City and agreeable to Grantee, and thereafter Exhibit A shall be amended accordingly. The Parties shall coordinate in good faith to minimize service disruption.

10. PROTECTION OF PROPERTY; RESTORATION

With respect to any City roads, sidewalks, utilities, drainage systems, fencing, or improvements damaged by Grantee exercising its rights hereunder, Grantee shall restore said property to its like condition immediately prior to such damage. Upon completing any construction or maintenance, Grantee shall remove debris and equipment and restore disturbed areas to equal or better condition (including regrading, compaction, and re-vegetation).

Grantee shall design, construct, operate, and maintain the Facilities so as to prevent any erosion or washing away of the Property. If at any time the Facilities are the cause of any erosion or washing on the Property, the Grantee shall immediately take reasonable actions necessary to prevent the same.

11. HAZARDS; EMERGENCIES; ENVIRONMENT

Grantee shall notify the City within twenty-four (24) hours upon discovery of any hazardous or unsafe condition related to the Facilities or the Easement Areas and shall promptly address such condition in coordination with the City and applicable emergency responders. Grantee shall handle, store, and dispose of fuels, oils, and hazardous materials in compliance with Law and shall be solely responsible, at its expense, for any investigation, reporting, response, remediation, and restoration required by Law due to the release or threatened release of hazardous substances arising from Grantee's activities.

12. INDEMNIFICATION

Grantee shall defend, indemnify and hold harmless City and its officials, officers, employees, and agents from any loss, damage, claims, demands, judgments, and expenses (including reasonable attorney's fees)incurred as a result of personal injury to or property damage of third parties to the extent caused by Grantee's negligent acts or omissions or willful misconduct in exercising the above-described rights hereunder on the Property.

Nothing herein waives the Grantor's constitutional, statutory, or common-law immunities**.**

13. INSURANCE

(a) Grantee shall maintain, at its expense, throughout construction and operations:

(i) **Commercial General Liability or Equivalent Coverage**: not less than $2,000,000 per occurrence and $4,000,000 aggregate, including products/completed operations and contractual liability, naming the City as additional insured as their interests may appear (CG 20 10 and CG 20 37 or equivalent) on a primary and non-contributory basis;

(ii) **Automobile Liability**: $1,000,000 CSL;

(iii) **Workers' Compensation/Employer's Liability**: statutory/$1,000,000;

(iv) **Umbrella/Excess Liability**: limits to achieve at least $5,000,000 total per occurrence.

(b) Policies shall include a waiver of subrogation in favor of the City where permitted by Law.

(c) Grantee shall furnish certificates and endorsements satisfactory to the City upon execution of this agreement and upon renewal.

(d) Grantee shall require its contractors to carry insurance reasonably commensurate with the scope of work and to name the City and Grantee as additional insureds for CGL on a primary and non-contributory basis.

(e) Grantee may meet its insurance obligations hereunder by any combination of self-insurance, primary or umbrella/excess coverage. However, Grantee agrees that such acceptance does not diminish their responsibilities to the City as required under this agreement that would otherwise be covered by insurance if they were not self-insured.

14. NO LIENS; TAXES

Grantee shall keep the Easement Areas and the Property free of mechanics' and materialmen's liens arising from Grantee's work and shall promptly bond off or discharge any asserted lien. Grantee is responsible for all taxes and assessments on its Facilities.

15. ABANDONMENT; TERMINATION

Should Grantee's Facilities cease to be used for a period of five (5) years and Grantee provides written notice to Grantor of its intent to abandon the Easement Area, this grant and consent shall be held null and void and all rights, title, and interest granted thereby shall revert to and become the property of Grantor, or its successor or assigns. In the event of the termination of this Agreement for any reason permitted hereunder, or abandonment of the Facilities, the Grantee in its sole discretion, shall remove the above-ground Facilities within 120 days of written notice and fully restore the surface in accordance with Section 10.

16. DEFAULT; REMEDIES

In event of a Party's material breach of this Agreement, if a Party fails to make commercial-reasonable efforts to cure the same within thirty (30) days after delivery of written notice, the breaching Party shall be in default under this Agreement. In addition to any remedies available at Law or in equity, the non-breaching Party may seek injunctive relief and specific performance. No consequential or punitive damages may be recovered from the City absent statutory authorization.

17. NOTICES

All notices shall be in writing and effective upon receipt. Email may be used for courtesy copies only.

To the City:

City of Mobile
Attn: City Attorney
P.O. Box 1827
Mobile, AL 36633-1827

To Grantee:

Alabama Power Company
Supervisor, Right of Way Services
600 18th St N
Birmingham, AL 35203

AND

Alabama Power Company
Land Supervisor, Acquisition
600 18th St N
Birmingham, AL 35203

Either Party may update its notice information by written notice to the other.

18. GOVERNMENTAL RIGHTS; LAW; VENUE; PUBLIC RECORDS

Nothing herein waives the City's police powers or sovereign/governmental immunities. This Agreement is governed by the laws of the State of Alabama. Exclusive venue lies in the state courts sitting in Mobile County, Alabama. The Parties do not agree to arbitration. Records in the City's possession may be subject to the Alabama Open Records Act; nothing herein obligates the City to withhold any non-exempt record.

19. MISCELLANEOUS

(a) **No Third-Party Beneficiaries.** There are no intended third-party beneficiaries.

(b) **Severability.** If any provision is held invalid, the remainder shall not be affected.

(c) **No Waiver.** A waiver must be in writing; no delay operates as a waiver.

(d) **Entire Agreement; Amendments.** This Agreement (with Exhibits) is the entire agreement and may be amended only by a written instrument executed by both Parties.

(e) **Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts and by electronic signatures, each deemed an original.

(f) **Authority; Approvals.** Each signatory represents authority to bind its Party.

(g) **Recordation.** Grantee shall promptly record this Agreement in the real property records of Mobile County, Alabama, and return the recorded original to the City at the notice address above.

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

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date last executed below.

GRANTEE:
ALABAMA POWER COMPANY

By: _____
Name: _____
Title: _____

STATE OF ALABAMA)

COUNTY OF_____)

I _____, a Notary Public in and for said County in said State, hereby certify that_____, as _____ of Alabama Power Company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, executed the same voluntarily.

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

_____
Notary Public
My Commission Expires: _____

GRANTOR:
CITY OF MOBILE, ALABAMA, a municipal corporation

By: _____
Name: Spiro N. Cheriogotis, Mayor

Date: _____

Attest: _____
City Clerk

EXHIBIT A – LEGAL DESCRIPTIONS and DEPICTIONS (BY TRACT)

and DANGER TREE DEPICTIONS

Easement Description
Alabama Power Co. Drawing # B-500115
Tax Parcel # 2907230001001.000
Mobile County, Alabama
Fractional Township 04 South, Range 01 West
Grant Section 23
APC GIS #50

The Easement herein granted by Grantor consists of a strip of land, varying in width, lying within a portion the Grant Section 23 of Fractional Township 04 South, Range 01 West, Mobile County, Alabama, such strip being more particularly described as follows:

To reach the point of beginning of said strip, commence at the Southeast corner of Fractional Section 07, Fractional Township 04 South, Range 01 West, marked by a 5/8 inch rebar with yellow cap stamped "PLS 13187"; thence run North 33°45'48" East, a distance of 2236.79 feet to a point on the centerline of survey used to describe said strip of land for an easement, said point being marked by a 5/8 inch rebar with yellow cap stamped "APCO"; thence run along said centerline of survey a bearing of South 02°35'38" East, a distance of 488.43 feet to a point (Grantor's west boundary and the east right-of-way of Mobile Street lies 15 feet left (East) from such point), such point being the **Point of Beginning** of a survey line used to describe said strip of land for easement herein described; therefrom said strip is varying in width and lies from said centerline of survey and up to 15 feet left (East) of said centerline of survey, and the continuations thereof (Less and Except any portion which lies within the right-of-way of said sMobile Street and also Magnolia Street), which begins at such point of beginning and continues along said centerline of survey South 02°35'38" East, a distance of 68.40 feet to a 5/8 inch rebar with yellow cap stamped "APCO"; thence continue along said centerline of survey a bearing of South 01°48'46" East, a distance of 78.60 feet, more or less, to a point (the south boundary of Grantor's property and the north right-of-way of Magnolia Street (undeveloped) lies 15 feet left (East) from such point), such point being the **Point of Ending** of said strip of land for easement herein described.

Said easement containing 580 square feet, more or less.

All bearings based on Alabama State Plane West Zone Grid North. US Survey Feet.

Said easement situated, lying and being in Mobile County, Alabama.

Easement Description
Alabama Power Co. Drawing # B-500116
Tax Parcel # 2907230001030.01
Mobile County, Alabama
Fractional Township 04 South, Range 01 West
Grant Section 23
APC GIS #53

The Easement herein granted by Grantors consists of a strip of land, varying in width, lying within a portion of Grant Section 23 of Fractional Township 04 South, Range 01 West, Mobile County, Alabama, such strip being more particularly described as follows:

To reach the point of beginning of said strip, commence at the Southeast corner of Fractional Section 07, Fractional Township 04 South, Range 01 West, marked by a 5/8 inch rebar with yellow cap stamped "PLS 13187"; thence run North 33°45'48" East, a distance of 2236.79 feet to a point on the centerline of survey used to describe said strip of land for an easement, said point being marked by a 5/8 inch rebar with yellow cap stamped "APCO"; thence run along said centerline of survey a bearing of South 02°35'38" East, a distance of 556.83 feet to a 5/8 inch rebar with yellow cap stamped "APCO"; thence continue along said centerline of survey a bearing South 01°48'46" East, a distance of 127.60 feet to a point (the northwest boundary corner of Grantor's property and the intersection of the east right-of-way of Mobile Street and the south right-of-way of Magnolia Street (undeveloped) lies 2 feet left (East) from such point), such point being the **Point of Beginning** of a survey line used to describe said strip of land for easement herein described; therefrom said strip is varying in width and lies from said centerline of survey and up to 15 feet left (East) of said centerline of survey, and the continuations thereof (Less and Except any portion of said strip which lies within said Mobile Street and Magnolia Street right-of-way); thence continue along said centerline of survey South 01°48'46" East, a distance of 15.00 feet to a point on the east right-of-way of said Mobile Street; therefrom, said strip is varying in width and lies from 15 feet left (East) of, and up to existing said Mobile Street right of way right (West) of said centerline of survey; thence continue along said centerline of survey South 01°48'46" East, a distance of 63.82 feet to a 5/8 inch rebar with yellow cap stamped "APCO"; thence along said centerline of survey a bearing South 02°28'50" West, a distance of 71.18 feet, more or less, to a point on Grantor's south boundary (the southwest boundary corner of Grantor's property and the east right-of-way of said Mobile Street lies 8 feet right (West) from such point), such point being the **Point of Ending** of said strip of land for easement herein described.

Said easement containing 2,960 square feet, more or less.

All bearings based on Alabama State Plane West Zone Grid North. US Survey Feet.

Said easement situated, lying and being in Mobile County, Alabama.

Easement Description
Alabama Power Co. Drawing # B-500117
Tax Parcel # 2907230001040.000
Mobile County, Alabama
Fractional Township 04 South, Range 01 West
Grant Section 23
APC GIS #62

The Easement herein granted by Grantors consists of a strip of land, varying in width, lying within a portion of Grant Section 23 of Fractional Township 04 South, Range 01 West, Mobile County, Alabama, such strip being more particularly described as follows:

To reach the point of beginning of said strip, commence at the Southeast corner of Fractional Section 07, Fractional Township 04 South, Range 01 West, marked by a 5/8 inch rebar with yellow cap stamped "PLS 13187"; thence run North 33°45'48" East, a distance of 2236.79 feet to a point on the centerline of survey used to describe said strip of land for an easement, said point being marked by a 5/8 inch rebar with yellow cap stamped "APCO"; thence run along said centerline of survey a bearing of South 02°35'38" East, a distance of 556.83 feet to a 5/8 inch rebar with yellow cap stamped "APCO"; thence continue along said centerline of survey a bearing South 01°48'46" East, a distance of 206.42 feet to a 5/8 inch rebar with yellow cap stamped "APCO"; thence continue along said centerline of survey a bearing South 02°28'50" West, a distance of 270.57 feet to a 5/8 inch rebar with yellow cap stamped "APCO"; thence continue along said centerline of survey a bearing South 04°21'37" West, a distance of 0.61 feet to a point (Grantor's northwest boundary corner and the east right-of-way of Mobile Street lies 7 feet left (East) from such point), such point being the **Point of Beginning** of a survey line used to describe said strip of land for easement herein described; therefrom said strip is varying in width and lies from said centerline of survey and up to 15 feet left (East) of said centerline of survey, and the continuations thereof (Less and Except any portion which lies within the right-of-way of said Mobile Street and Fillingim Street), which begins at such point of beginning and continue along said centerline of survey South 04°21'37" West, a distance of 58.00 feet, more or less, to a point (the Grantor's south boundary and the north right-of-way of Mobile Street lies 15 left (East) from such point), such point being the **Point of Ending** of land for easement herein described.

Said easement containing 390 square feet, more or less.

All bearings based on Alabama State Plane West Zone Grid North. US Survey Feet.

Said easement situated, lying and being in Mobile County, Alabama.

Easement Description
Alabama Power Co. Drawing # B-500118
Tax Parcel #2907230001091.000,
Tax Parcel #2907230001090.000 &
Tax Parcel #2907230001089.000
Mobile County, Alabama
Fractional Township 04 South, Range 01 West
Grant Section 23
APC GIS Parcels #76, #77 & #78

The Easement herein granted by Grantors consists of a strip of land, varying in width, lying within a portion of Grant Section 23 of Fractional Township 04 South, Range 01 West, Mobile County, Alabama, such strip being more particularly described as follows:

To reach the point of beginning of said strip, commence at the Southeast corner of Fractional Section 07, Fractional Township 04 South, Range 01 West, marked by a 5/8 inch rebar with yellow cap stamped "PLS 13187"; thence run North 72°24'53" East, a distance of 1290.13 feet to a point on the centerline of survey used to describe said strip of land for an easement, said point being marked by a 5/8 inch rebar with yellow cap stamped "APCO"; thence run along said centerline of survey a bearing of South 07°24'52" West, a distance of 7.49 feet to a point (Grantor's west boundary and the east right-of-way of Mobile Street lies 15 feet left (East) from such point), such point being the **Point of Beginning** of a survey line used to describe said strip of easement herein described; therefrom said strip is varying in width and lies from said centerline of survey and up to 15 feet left (East) of said centerline of survey, and the continuations thereof (Less and Except any portion which lies within the right-of-way of said Mobile Street), which begins at such point of beginning and continue along said centerline of survey South 07°24'52" West, a distance of 104.00 feet, more or less, to a point (the Grantor's southwest boundary corner and the east right-of-way of Mobile Street, marked by a 6 inch by 6 inch concrete monument, lies 4 left (East) from such point), such point being the **Point of Ending** of said strip of land for easement herein described.

Said easement containing 810 square feet, more or less.

All bearings based on Alabama State Plane West Zone Grid North. US Survey Feet.

Said easement situated, lying and being in Mobile County, Alabama.

Easement Description
Alabama Power Co. Drawing # B-500119
Tax Parcel #2907230001108.000
Mobile County, Alabama
Fractional Township 04 South, Range 01 West
Grant Section 23
APC GIS Parcel #87

The Easement herein granted by Grantors consists of a strip of land, varying in width, lying within a portion of Grant Section 23 of Fractional Township 04 South, Range 01 West, Mobile County, Alabama, such strip being more particularly described as follows:

To reach the point of beginning of said strip, commence at the Southeast corner of Fractional Section 07, Fractional Township 04 South, Range 01 West, marked by a 5/8 inch rebar with yellow cap stamped "PLS 13187"; thence run North 72°24'53" East, a distance of 1290.13 feet to a point on the centerline of survey used to describe said strip of land for an easement, said point being marked by a 5/8 inch rebar with yellow cap stamped "APCO"; thence run along said centerline of survey a bearing of South 07°24'52" West, a distance of 327.49 feet to a point (Grantor's northwest boundary and the intersection of the east right-of-way of Mobile Street and the south right-of-way of Mill Street lies 15 feet left (East) from such point), such point being the **Point of Beginning** of a survey line used to describe said strip of easement herein described; therefrom said strip is varying in width and lies from said centerline of survey and up to 15 feet left (East) of said centerline of survey, and the continuations thereof (Less and Except any portion which lies within the right-of-way of said Mobile Street and Mill Street), which begins at such point of beginning and continue along said centerline of survey South 07°24'52" West, a distance of 100.00 feet, more or less, to a point (the Grantor's southwest boundary corner and the east right-of-way of Mobile Street lies 7 left (East) from such point), such point being the **Point of Ending** of said strip of land for easement herein described.

Said easement containing 830 square feet, more or less.

All bearings based on Alabama State Plane West Zone Grid North. US Survey Feet.

Said easement situated, lying and being in Mobile County, Alabama.

Easement Description
Alabama Power Co. Drawing # B-500120
Tax Parcel #2907230002119.000
Mobile County, Alabama
Fractional Township 04 South, Range 01 West
Grant Section 23
APC GIS Parcel #184

The Easement herein granted by Grantors consists of a strip of land, varying in width, lying within a portion of Grant Section 23 of Fractional Township 04 South, Range 01 West, Mobile County, Alabama, such strip being more particularly described as follows:

To reach the point of beginning of said strip, commence at the Southeast corner of Fractional Section 07, Fractional Township 04 South, Range 01 West, marked by a 5/8 inch rebar with yellow cap stamped "PLS 13187"; thence run South 72°53'38" East, a distance of 1186.19 feet to a point on the centerline of survey used to describe said strip of land for an easement, said point being marked by a 5/8 inch rebar with yellow cap stamped "APCO"; thence run along said centerline of survey a bearing of South 06°52'35" West, a distance of 443.25 feet to a point marked by a 5/8 inch rebar with yellow cap stamped "APCO"; thence along said centerline of survey a bearing of South 80°36'40" East, a distance of 13.32 feet to a point (Grantor's northwest boundary and the intersection of the east right-of-way of Mobile Street and the south right-of-way of Betbeze Street lies 15 feet right (South) from such point), such point being the **Point of Beginning** of a survey line used to describe said strip of land for easement herein described; therefrom said strip is varying in width and lies from said centerline of survey and up to 15 feet right (South) of said centerline of survey, and the continuations thereof (Less and Except any portion of said strip which lies within said Mobile Street right-of-way); thence continue along said centerline of survey South 80°36'40" East, a distance of 8.00 feet to a point on the east right-of-way of Mobile Street and the south right-of-way of Betbeze Street; therefrom, said strip is varying in width and lies from 15 feet right (South) of, and up to existing Mobile Street right of way left (North) of said centerline of survey (Less and Except any portion of said strip which lies East of the east boundary of Grantor's property); thence continue along said centerline of survey South 80°36'40" East, a distance of 3.00 feet, more or less, to a point (the Grantor's east boundary corner and the south right-of-way of Betbeze Street lies 15 right (South) from such point), such point being the **Point of Ending** of said strip of land for easement herein described.

Said easement containing 110 square feet, more or less.

All bearings based on Alabama State Plane West Zone Grid North. US Survey Feet.

Said easement situated, lying and being in Mobile County, Alabama.

Easement Description
Alabama Power Co. Drawing # B-500121
Tax Parcel #2907250003051.01 &
Tax Parcel #2907250003051.001
Mobile County, Alabama
Fractional Township 04 South, Range 01 West
Grant Section 25
APC GIS Parcels #289 & #296

The Easement herein granted by Grantors consists of a strip of land, 100 feet in width, lying within a portion of Grant Section 25 of Fractional Township 04 South, Range 01 West, Mobile County, Alabama, such strip being more particularly described as follows:

To reach the point of beginning of said strip, commence at the Southeast corner of Lot 11 of Carver Court Subdivision as recorded in Map Book 4, Pages 239-242 in the Office of Judge of Probate of Mobile County, Alabama, marked by a 1 inch crimped top pipe; thence run North 54°41'26" West, a distance of 282.17 feet to a point on the centerline of survey used to describe said strip of land for an easement, said point being marked by a 5/8 inch rebar with yellow cap stamped "APCO"; thence run along said centerline of survey a bearing of North 35°53'55" West, a distance of 437.49 feet to a point; thence turn a deflection angle to the right of 180°00'00" (Grantor's northwest boundary and the centerline of Three Mile Creek lies 50 feet right (Southwest) from such point), such point being the **Point of Beginning** of a survey line used to describe said strip of land for easement herein described; therefrom said strip is 100 feet in width and lies 50 feet on each side, left and right (Northeast and Southwest), of said centerline of survey, and the continuations thereof (Less and Except any portion which lies within the margin of said Three Mile Creek or which lies Southeast of the southeast boundary of Grantor's property), which begins at such point of beginning and continue along said centerline of survey a bearing of South 35°53'55" East, a distance of 145.00 feet, more or less, to a point (Grantor's southeast boundary lies 50 feet left (Northeast) from such point), such point being the **Point of Ending** of said strip of land for easement herein described.

Said easement containing 13,800 square feet, more or less.

All bearings based on Alabama State Plane West Zone Grid North. US Survey Feet.

Said easement situated, lying and being in Mobile County, Alabama.

Easement Description
Alabama Power Co. Drawing # B-500122
Tax Parcel #2907250003032.000, Tax Parcel #2907250003033.000,
Tax Parcel #2907250003034.000, Tax Parcel #2907250003035.000,
Tax Parcel #2907250003036.000, Tax Parcel #2907250003037.000,
Tax Parcel #2907250003038.000, Tax Parcel #2907250003039.000,
Tax Parcel #2907250003040.000, Tax Parcel #2907250003041.000,
Tax Parcel #2907250003042.000, Tax Parcel #2907250003043.000 &
Tax Parcel #2907250003044.000
Mobile County, Alabama
Fractional Township 04 South, Range 01 West
Grant Section 25
APC GIS Parcels #351, #370, #374, #377, #380,
#392, #396, #399, #404, #407, #409, #412 & #416

The Easement herein granted by Grantors consists of a strip of land, 100 feet in width, lying within a portion of Grant Section 25 of Fractional Township 04 South, Range 01 West, Mobile County, Alabama, such strip being more particularly described as follows:

To reach the point of beginning of said strip, commence at the Southeast corner of Lot 11 of Carver Court Subdivision as recorded in Map Book 4, Pages 239-242 in the Office of Judge of Probate of Mobile County, Alabama, marked by a 1 inch crimped top pipe; thence run North 54°41'26" West, a distance of 282.17 feet to a point on the centerline of survey used to describe said strip of land for an easement, said point being marked by a 5/8 inch rebar with yellow cap stamped "APCO"; thence run along said centerline of survey a bearing of South 42°40'53" East, a distance of 67.51 feet to a point (Grantor's northwest boundary lies 50 feet left (Northeast) from such point), such point being the **Point of Beginning** of a survey line used to describe said strip of land for easement herein described; therefrom said strip is 100 feet in width and lies 50 feet on each side, left and right (Northeast and Southwest), of said centerline of survey, and the continuations thereof (Less and Except any portion which lies within the right-of-way of Pope Street or which lies Northwest of the northwest boundary of Grantor's property or which lies Southwest of the southwest boundary of Grantor's property), which begins at such point of beginning and continue along said centerline of survey a bearing of South 42°40'53" East, a distance of 624.00 feet, more or less, to a point (Grantor's southeast boundary lies 50 feet right (Southwest) from such point), such point being the **Point of Ending** of said strip of land for easement herein described.

Said easement containing 59,767 square feet, more or less.

All bearings based on Alabama State Plane West Zone Grid North. US Survey Feet.

Said easement situated, lying and being in Mobile County, Alabama.

EXHIBIT B- FULL PROJECT OVERLAY



UTILITY EASEMENT AGREEMENT

This Utility Easement Agreement (**"**Agreement") is made and entered into by and between CITY OF MOBILE, ALABAMA, a municipal corporation (**"**City**"**), acting by and through its MAYOR and CITY COUNCIL, and ALABAMA POWER COMPANY, an Alabama corporation and public utility, and its successors and assigns (**"**Grantee**"**), and shall be effective as of the date this Agreement is last signed by all parties hereto ("Effective Date"). City and Grantee are sometimes referred to individually as a **"**Party**"** and collectively as the **"**Parties**."**

1. RECITALS

A. The City is the owner in fee of certain real property (tracts) in Mobile County, Alabama, which are identified and depicted in **Exhibit A** (collectively, the **"**Property**"**) and in **Exhibit B** ("Project Overlay"), which are both adopted and incorporated herein by reference;

B. Grantee desires to acquire from the City the right to construct, operate, and maintain electric transmission and distribution Facilities upon, over, under, and across the Property, subject to the terms and conditions set forth herein; and

C. Certain tracts of the Property are encumbered by greenway/trail covenants.

NOW, **THEREFORE**, in consideration of the sum of One Hundred Five Thousand and 00/100 Dollars ($105,000.00) and other good and valuable consideration paid to City in hand by Grantee, the receipt and sufficiency of which are acknowledged, the Parties represent, warrant, understand, and agree as follows:

2. DEFINITIONS

(a) "Danger Tree" means any tree located on the Property, within a public road right-of-way, or on any adjoining parcel outside of the depicted Easement Area, which, in falling, would come within five (5) feet of any conductor, pole, or other facility of the Grantee located on the Property or on any other real property.

(b) "Easement Area(s)" means the strip(s) of land, varying width, on the Property described in Exhibit A.

(c) "Facilities" means Grantee's electric transmission and distribution lines and advanced communications capabilities, and all towers, poles, structures, crossarms, conduits, conductors, cables, wires, insulators, anchors, guy wires, counterpoise conductors, grounding devices, pads, vaults, cabinets, markers, and all other appliances, equipment, and fixtures necessary or convenient in connection therewith.

(d) "Good Utility Practice" means the practices, methods, and acts generally accepted in the electric utility industry and consistent with the National Electrical Safety Code (NESC) and applicable Law.

(e) "Law" means applicable constitutions, statutes, ordinances, codes, rules, regulations, orders, and permit requirements of any governmental authority having jurisdiction, including the City.

3. GRANT OF EASEMENT

The City hereby grants to Grantee the right to construct, install, operate, inspect, maintain, repair, replace, upgrade, and remove the Facilities upon, over, under, and across the Easement Area(s).

The City further grants to the Grantee all the rights or privileges necessary or convenient for the full enjoyment or use of the Easement Area(s), for the purposes above described, including, without limitation, the following: (A) the right of ingress and egress to and from the Easement Areas across the Property, together with the right to use and make necessary or convenient improvements to existing public and City service roads on the Property; (B) the right to cut, remove, and otherwise keep clear by any means, including herbicides, all trees, undergrowth, structures, materials, and all other obstructions, whether natural or man-made, under, on, or above the Easement Areas, (C) the right to cut Danger Trees, (D) the right to install, maintain, and use anchors and guy wires on the Property adjacent to the Easement Areas; and (E) the right to install grounding devices on City fences or other structures now or hereafter located on the Property adjacent to the Easement Areas; all subject to the terms and conditions herein.

4. CITY RESERVATIONS; NO FRANCHISE

The City reserves the right of access to and use of the Easement Areas and the Property for any municipal purpose not inconsistent with the rights which Grantee may from time-to-time exercise hereunder.

Nothing herein grants any franchise or right to use public rights-of-way; any such rights must be obtained separately in compliance with Law.

5. THREE MILE CREEK GREENWAY TRAIL COVENANTS

(a) The Parties acknowledge that certain tracts identified in Exhibit A (the "Greenway Trail Tracts") are part of the Three Mile Creek Greenway Trail and are encumbered by a Covenant of Purpose, Use by and between the City and the Office of Gulf Coast Restoration, Department of the Treasury, United States of America and Grantee's rights are limited to compatible use and are subordinate to such purposes. (hereinafter, the "Greenway Trail Covenants").

(b) The Parties agree that the rights acquired by Grantee through this Agreement benefit the Greenway Trail Tracts and the Facilities to be located on the Greenway Trail Tracts are a compatible use and consistent with the goals and authorized uses of the RESTORE Act and the Greenway Trail Covenants, and they are not considered an encumbrance on the Greenway Trail Tracts in violation of the Greenway Trail Covenants.

(c) The City **RELEASES, WAIVES, and FOREVER DISCHARGES** Grantee from any claim, charge, liability, damage, demand, and/or action relating in any way to the Greenway Trail Covenants, or any violation thereof, on the Greenway Trail Tracts, including but not limited to the conveyance of rights to Grantee through this Agreement and/or Grantee's construction, operation, and maintenance of the Facilities on the Greenway Trail Tracts.

6. ADDITIONAL USE

City grants to the said Grantee, its successors and assigns, the right and authority to enter upon and to use the lands hereinafter described for the installation of broadband systems within said Easement, pursuant to Code of Alabama (1975), § 37-16-7(g).

7. VEGETATION MANAGEMENT; HERBICIDES; DANGER TREES

(a) Within the Easement Areas only, Grantee may cut, trim, and remove trees, brush, and vegetation only as reasonably necessary to achieve required clearances under NESC and Good Utility Practice.

(b) Cleanup**.** All debris shall be removed and stumps ground flush unless the City approves otherwise in writing.

(c) Herbicides**.** Use of herbicides is prohibited within fifty (50) feet of trails or waterways unless approved by the City's Urban Forester. Any use of herbicides require five (5) business days prior notice to the City, application by licensed personnel, and compliance with label, buffer, and waterway protections required by Law and City policy.

(d) Parcel-Specific. On parcels where Grantee acquires Danger Tree rights only, advance notice to the City is required before removal of any tree; no herbicides may be used without the City's written approval; all debris shall be removed and stumps ground flush. No poles, structures, or conductors are permitted on these tracts.

8. STANDARDS AND COMPLIANCE

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

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

(c) On parcels where the Grantee acquires danger tree rights only, the Grantee shall provide advance written notice to the City prior to the removal of any tree. Following removal, all debris shall be cleared, and stumps shall be ground flush with the surrounding grade.

9. RELOCATION

If the City determines that the Facilities unreasonably interfere with the City's use, operations, or a public project, then upon written notice and within a commercially reasonable time, Grantee shall, at the City's cost and expense, relocate, adjust, or underground in Grantee's discretion, the Facilities within the Easement Areas or to a comparable location identified and owned by the City and agreeable to Grantee, and thereafter Exhibit A shall be amended accordingly. The Parties shall coordinate in good faith to minimize service disruption.

10. PROTECTION OF PROPERTY; RESTORATION

With respect to any City roads, sidewalks, utilities, drainage systems, fencing, or improvements damaged by Grantee exercising its rights hereunder, Grantee shall restore said property to its like condition immediately prior to such damage. Upon completing any construction or maintenance, Grantee shall remove debris and equipment and restore disturbed areas to equal or better condition (including regrading, compaction, and re-vegetation).

Grantee shall design, construct, operate, and maintain the Facilities so as to prevent any erosion or washing away of the Property. If at any time the Facilities are the cause of any erosion or washing on the Property, the Grantee shall immediately take reasonable actions necessary to prevent the same.

11. HAZARDS; EMERGENCIES; ENVIRONMENT

Grantee shall notify the City within twenty-four (24) hours upon discovery of any hazardous or unsafe condition related to the Facilities or the Easement Areas and shall promptly address such condition in coordination with the City and applicable emergency responders. Grantee shall handle, store, and dispose of fuels, oils, and hazardous materials in compliance with Law and shall be solely responsible, at its expense, for any investigation, reporting, response, remediation, and restoration required by Law due to the release or threatened release of hazardous substances arising from Grantee's activities.

12. INDEMNIFICATION

Grantee shall defend, indemnify and hold harmless City and its officials, officers, employees, and agents from any loss, damage, claims, demands, judgments, and expenses (including reasonable attorney's fees)incurred as a result of personal injury to or property damage of third parties to the extent caused by Grantee's negligent acts or omissions or willful misconduct in exercising the above-described rights hereunder on the Property.

Nothing herein waives the Grantor's constitutional, statutory, or common-law immunities**.**

13. INSURANCE

(a) Grantee shall maintain, at its expense, throughout construction and operations:

(i) **Commercial General Liability or Equivalent Coverage**: not less than $2,000,000 per occurrence and $4,000,000 aggregate, including products/completed operations and contractual liability, naming the City as additional insured as their interests may appear (CG 20 10 and CG 20 37 or equivalent) on a primary and non-contributory basis;

(ii) **Automobile Liability**: $1,000,000 CSL;

(iii) **Workers' Compensation/Employer's Liability**: statutory/$1,000,000;

(iv) **Umbrella/Excess Liability**: limits to achieve at least $5,000,000 total per occurrence.

(b) Policies shall include a waiver of subrogation in favor of the City where permitted by Law.

(c) Grantee shall furnish certificates and endorsements satisfactory to the City upon execution of this agreement and upon renewal.

(d) Grantee shall require its contractors to carry insurance reasonably commensurate with the scope of work and to name the City and Grantee as additional insureds for CGL on a primary and non-contributory basis.

(e) Grantee may meet its insurance obligations hereunder by any combination of self-insurance, primary or umbrella/excess coverage. However, Grantee agrees that such acceptance does not diminish their responsibilities to the City as required under this agreement that would otherwise be covered by insurance if they were not self-insured.

14. NO LIENS; TAXES

Grantee shall keep the Easement Areas and the Property free of mechanics' and materialmen's liens arising from Grantee's work and shall promptly bond off or discharge any asserted lien. Grantee is responsible for all taxes and assessments on its Facilities.

15. ABANDONMENT; TERMINATION

Should Grantee's Facilities cease to be used for a period of five (5) years and Grantee provides written notice to Grantor of its intent to abandon the Easement Area, this grant and consent shall be held null and void and all rights, title, and interest granted thereby shall revert to and become the property of Grantor, or its successor or assigns. In the event of the termination of this Agreement for any reason permitted hereunder, or abandonment of the Facilities, the Grantee in its sole discretion, shall remove the above-ground Facilities within 120 days of written notice and fully restore the surface in accordance with Section 10.

16. DEFAULT; REMEDIES

In event of a Party's material breach of this Agreement, if a Party fails to make commercial-reasonable efforts to cure the same within thirty (30) days after delivery of written notice, the breaching Party shall be in default under this Agreement. In addition to any remedies available at Law or in equity, the non-breaching Party may seek injunctive relief and specific performance. No consequential or punitive damages may be recovered from the City absent statutory authorization.

17. NOTICES

All notices shall be in writing and effective upon receipt. Email may be used for courtesy copies only.

To the City:

City of Mobile
Attn: City Attorney
P.O. Box 1827
Mobile, AL 36633-1827

To Grantee:

Alabama Power Company
Supervisor, Right of Way Services
600 18th St N
Birmingham, AL 35203

AND

Alabama Power Company
Land Supervisor, Acquisition
600 18th St N
Birmingham, AL 35203

Either Party may update its notice information by written notice to the other.

18. GOVERNMENTAL RIGHTS; LAW; VENUE; PUBLIC RECORDS

Nothing herein waives the City's police powers or sovereign/governmental immunities. This Agreement is governed by the laws of the State of Alabama. Exclusive venue lies in the state courts sitting in Mobile County, Alabama. The Parties do not agree to arbitration. Records in the City's possession may be subject to the Alabama Open Records Act; nothing herein obligates the City to withhold any non-exempt record.

19. MISCELLANEOUS

(a) **No Third-Party Beneficiaries.** There are no intended third-party beneficiaries.

(b) **Severability.** If any provision is held invalid, the remainder shall not be affected.

(c) **No Waiver.** A waiver must be in writing; no delay operates as a waiver.

(d) **Entire Agreement; Amendments.** This Agreement (with Exhibits) is the entire agreement and may be amended only by a written instrument executed by both Parties.

(e) **Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts and by electronic signatures, each deemed an original.

(f) **Authority; Approvals.** Each signatory represents authority to bind its Party.

(g) **Recordation.** Grantee shall promptly record this Agreement in the real property records of Mobile County, Alabama, and return the recorded original to the City at the notice address above.

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

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date last executed below.

GRANTEE:
ALABAMA POWER COMPANY

By: _____
Name: _____
Title: _____

STATE OF ALABAMA)

COUNTY OF_____)

I _____, a Notary Public in and for said County in said State, hereby certify that_____, as _____ of Alabama Power Company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, executed the same voluntarily.

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

_____
Notary Public
My Commission Expires: _____

GRANTOR:
CITY OF MOBILE, ALABAMA, a municipal corporation

By: _____
Name: Spiro N. Cheriogotis, Mayor

Date: _____

Attest: _____
City Clerk

EXHIBIT A – LEGAL DESCRIPTIONS and DEPICTIONS (BY TRACT)

and DANGER TREE DEPICTIONS

Easement Description
Alabama Power Co. Drawing # B-500115
Tax Parcel # 2907230001001.000
Mobile County, Alabama
Fractional Township 04 South, Range 01 West
Grant Section 23
APC GIS #50

The Easement herein granted by Grantor consists of a strip of land, varying in width, lying within a portion the Grant Section 23 of Fractional Township 04 South, Range 01 West, Mobile County, Alabama, such strip being more particularly described as follows:

To reach the point of beginning of said strip, commence at the Southeast corner of Fractional Section 07, Fractional Township 04 South, Range 01 West, marked by a 5/8 inch rebar with yellow cap stamped "PLS 13187"; thence run North 33°45'48" East, a distance of 2236.79 feet to a point on the centerline of survey used to describe said strip of land for an easement, said point being marked by a 5/8 inch rebar with yellow cap stamped "APCO"; thence run along said centerline of survey a bearing of South 02°35'38" East, a distance of 488.43 feet to a point (Grantor's west boundary and the east right-of-way of Mobile Street lies 15 feet left (East) from such point), such point being the **Point of Beginning** of a survey line used to describe said strip of land for easement herein described; therefrom said strip is varying in width and lies from said centerline of survey and up to 15 feet left (East) of said centerline of survey, and the continuations thereof (Less and Except any portion which lies within the right-of-way of said sMobile Street and also Magnolia Street), which begins at such point of beginning and continues along said centerline of survey South 02°35'38" East, a distance of 68.40 feet to a 5/8 inch rebar with yellow cap stamped "APCO"; thence continue along said centerline of survey a bearing of South 01°48'46" East, a distance of 78.60 feet, more or less, to a point (the south boundary of Grantor's property and the north right-of-way of Magnolia Street (undeveloped) lies 15 feet left (East) from such point), such point being the **Point of Ending** of said strip of land for easement herein described.

Said easement containing 580 square feet, more or less.

All bearings based on Alabama State Plane West Zone Grid North. US Survey Feet.

Said easement situated, lying and being in Mobile County, Alabama.

Easement Description
Alabama Power Co. Drawing # B-500116
Tax Parcel # 2907230001030.01
Mobile County, Alabama
Fractional Township 04 South, Range 01 West
Grant Section 23
APC GIS #53

The Easement herein granted by Grantors consists of a strip of land, varying in width, lying within a portion of Grant Section 23 of Fractional Township 04 South, Range 01 West, Mobile County, Alabama, such strip being more particularly described as follows:

To reach the point of beginning of said strip, commence at the Southeast corner of Fractional Section 07, Fractional Township 04 South, Range 01 West, marked by a 5/8 inch rebar with yellow cap stamped "PLS 13187"; thence run North 33°45'48" East, a distance of 2236.79 feet to a point on the centerline of survey used to describe said strip of land for an easement, said point being marked by a 5/8 inch rebar with yellow cap stamped "APCO"; thence run along said centerline of survey a bearing of South 02°35'38" East, a distance of 556.83 feet to a 5/8 inch rebar with yellow cap stamped "APCO"; thence continue along said centerline of survey a bearing South 01°48'46" East, a distance of 127.60 feet to a point (the northwest boundary corner of Grantor's property and the intersection of the east right-of-way of Mobile Street and the south right-of-way of Magnolia Street (undeveloped) lies 2 feet left (East) from such point), such point being the **Point of Beginning** of a survey line used to describe said strip of land for easement herein described; therefrom said strip is varying in width and lies from said centerline of survey and up to 15 feet left (East) of said centerline of survey, and the continuations thereof (Less and Except any portion of said strip which lies within said Mobile Street and Magnolia Street right-of-way); thence continue along said centerline of survey South 01°48'46" East, a distance of 15.00 feet to a point on the east right-of-way of said Mobile Street; therefrom, said strip is varying in width and lies from 15 feet left (East) of, and up to existing said Mobile Street right of way right (West) of said centerline of survey; thence continue along said centerline of survey South 01°48'46" East, a distance of 63.82 feet to a 5/8 inch rebar with yellow cap stamped "APCO"; thence along said centerline of survey a bearing South 02°28'50" West, a distance of 71.18 feet, more or less, to a point on Grantor's south boundary (the southwest boundary corner of Grantor's property and the east right-of-way of said Mobile Street lies 8 feet right (West) from such point), such point being the **Point of Ending** of said strip of land for easement herein described.

Said easement containing 2,960 square feet, more or less.

All bearings based on Alabama State Plane West Zone Grid North. US Survey Feet.

Said easement situated, lying and being in Mobile County, Alabama.

Easement Description
Alabama Power Co. Drawing # B-500117
Tax Parcel # 2907230001040.000
Mobile County, Alabama
Fractional Township 04 South, Range 01 West
Grant Section 23
APC GIS #62

The Easement herein granted by Grantors consists of a strip of land, varying in width, lying within a portion of Grant Section 23 of Fractional Township 04 South, Range 01 West, Mobile County, Alabama, such strip being more particularly described as follows:

To reach the point of beginning of said strip, commence at the Southeast corner of Fractional Section 07, Fractional Township 04 South, Range 01 West, marked by a 5/8 inch rebar with yellow cap stamped "PLS 13187"; thence run North 33°45'48" East, a distance of 2236.79 feet to a point on the centerline of survey used to describe said strip of land for an easement, said point being marked by a 5/8 inch rebar with yellow cap stamped "APCO"; thence run along said centerline of survey a bearing of South 02°35'38" East, a distance of 556.83 feet to a 5/8 inch rebar with yellow cap stamped "APCO"; thence continue along said centerline of survey a bearing South 01°48'46" East, a distance of 206.42 feet to a 5/8 inch rebar with yellow cap stamped "APCO"; thence continue along said centerline of survey a bearing South 02°28'50" West, a distance of 270.57 feet to a 5/8 inch rebar with yellow cap stamped "APCO"; thence continue along said centerline of survey a bearing South 04°21'37" West, a distance of 0.61 feet to a point (Grantor's northwest boundary corner and the east right-of-way of Mobile Street lies 7 feet left (East) from such point), such point being the **Point of Beginning** of a survey line used to describe said strip of land for easement herein described; therefrom said strip is varying in width and lies from said centerline of survey and up to 15 feet left (East) of said centerline of survey, and the continuations thereof (Less and Except any portion which lies within the right-of-way of said Mobile Street and Fillingim Street), which begins at such point of beginning and continue along said centerline of survey South 04°21'37" West, a distance of 58.00 feet, more or less, to a point (the Grantor's south boundary and the north right-of-way of Mobile Street lies 15 left (East) from such point), such point being the **Point of Ending** of land for easement herein described.

Said easement containing 390 square feet, more or less.

All bearings based on Alabama State Plane West Zone Grid North. US Survey Feet.

Said easement situated, lying and being in Mobile County, Alabama.

Easement Description
Alabama Power Co. Drawing # B-500118
Tax Parcel #2907230001091.000,
Tax Parcel #2907230001090.000 &
Tax Parcel #2907230001089.000
Mobile County, Alabama
Fractional Township 04 South, Range 01 West
Grant Section 23
APC GIS Parcels #76, #77 & #78

The Easement herein granted by Grantors consists of a strip of land, varying in width, lying within a portion of Grant Section 23 of Fractional Township 04 South, Range 01 West, Mobile County, Alabama, such strip being more particularly described as follows:

To reach the point of beginning of said strip, commence at the Southeast corner of Fractional Section 07, Fractional Township 04 South, Range 01 West, marked by a 5/8 inch rebar with yellow cap stamped "PLS 13187"; thence run North 72°24'53" East, a distance of 1290.13 feet to a point on the centerline of survey used to describe said strip of land for an easement, said point being marked by a 5/8 inch rebar with yellow cap stamped "APCO"; thence run along said centerline of survey a bearing of South 07°24'52" West, a distance of 7.49 feet to a point (Grantor's west boundary and the east right-of-way of Mobile Street lies 15 feet left (East) from such point), such point being the **Point of Beginning** of a survey line used to describe said strip of easement herein described; therefrom said strip is varying in width and lies from said centerline of survey and up to 15 feet left (East) of said centerline of survey, and the continuations thereof (Less and Except any portion which lies within the right-of-way of said Mobile Street), which begins at such point of beginning and continue along said centerline of survey South 07°24'52" West, a distance of 104.00 feet, more or less, to a point (the Grantor's southwest boundary corner and the east right-of-way of Mobile Street, marked by a 6 inch by 6 inch concrete monument, lies 4 left (East) from such point), such point being the **Point of Ending** of said strip of land for easement herein described.

Said easement containing 810 square feet, more or less.

All bearings based on Alabama State Plane West Zone Grid North. US Survey Feet.

Said easement situated, lying and being in Mobile County, Alabama.

Easement Description
Alabama Power Co. Drawing # B-500119
Tax Parcel #2907230001108.000
Mobile County, Alabama
Fractional Township 04 South, Range 01 West
Grant Section 23
APC GIS Parcel #87

The Easement herein granted by Grantors consists of a strip of land, varying in width, lying within a portion of Grant Section 23 of Fractional Township 04 South, Range 01 West, Mobile County, Alabama, such strip being more particularly described as follows:

To reach the point of beginning of said strip, commence at the Southeast corner of Fractional Section 07, Fractional Township 04 South, Range 01 West, marked by a 5/8 inch rebar with yellow cap stamped "PLS 13187"; thence run North 72°24'53" East, a distance of 1290.13 feet to a point on the centerline of survey used to describe said strip of land for an easement, said point being marked by a 5/8 inch rebar with yellow cap stamped "APCO"; thence run along said centerline of survey a bearing of South 07°24'52" West, a distance of 327.49 feet to a point (Grantor's northwest boundary and the intersection of the east right-of-way of Mobile Street and the south right-of-way of Mill Street lies 15 feet left (East) from such point), such point being the **Point of Beginning** of a survey line used to describe said strip of easement herein described; therefrom said strip is varying in width and lies from said centerline of survey and up to 15 feet left (East) of said centerline of survey, and the continuations thereof (Less and Except any portion which lies within the right-of-way of said Mobile Street and Mill Street), which begins at such point of beginning and continue along said centerline of survey South 07°24'52" West, a distance of 100.00 feet, more or less, to a point (the Grantor's southwest boundary corner and the east right-of-way of Mobile Street lies 7 left (East) from such point), such point being the **Point of Ending** of said strip of land for easement herein described.

Said easement containing 830 square feet, more or less.

All bearings based on Alabama State Plane West Zone Grid North. US Survey Feet.

Said easement situated, lying and being in Mobile County, Alabama.

Easement Description
Alabama Power Co. Drawing # B-500120
Tax Parcel #2907230002119.000
Mobile County, Alabama
Fractional Township 04 South, Range 01 West
Grant Section 23
APC GIS Parcel #184

The Easement herein granted by Grantors consists of a strip of land, varying in width, lying within a portion of Grant Section 23 of Fractional Township 04 South, Range 01 West, Mobile County, Alabama, such strip being more particularly described as follows:

To reach the point of beginning of said strip, commence at the Southeast corner of Fractional Section 07, Fractional Township 04 South, Range 01 West, marked by a 5/8 inch rebar with yellow cap stamped "PLS 13187"; thence run South 72°53'38" East, a distance of 1186.19 feet to a point on the centerline of survey used to describe said strip of land for an easement, said point being marked by a 5/8 inch rebar with yellow cap stamped "APCO"; thence run along said centerline of survey a bearing of South 06°52'35" West, a distance of 443.25 feet to a point marked by a 5/8 inch rebar with yellow cap stamped "APCO"; thence along said centerline of survey a bearing of South 80°36'40" East, a distance of 13.32 feet to a point (Grantor's northwest boundary and the intersection of the east right-of-way of Mobile Street and the south right-of-way of Betbeze Street lies 15 feet right (South) from such point), such point being the **Point of Beginning** of a survey line used to describe said strip of land for easement herein described; therefrom said strip is varying in width and lies from said centerline of survey and up to 15 feet right (South) of said centerline of survey, and the continuations thereof (Less and Except any portion of said strip which lies within said Mobile Street right-of-way); thence continue along said centerline of survey South 80°36'40" East, a distance of 8.00 feet to a point on the east right-of-way of Mobile Street and the south right-of-way of Betbeze Street; therefrom, said strip is varying in width and lies from 15 feet right (South) of, and up to existing Mobile Street right of way left (North) of said centerline of survey (Less and Except any portion of said strip which lies East of the east boundary of Grantor's property); thence continue along said centerline of survey South 80°36'40" East, a distance of 3.00 feet, more or less, to a point (the Grantor's east boundary corner and the south right-of-way of Betbeze Street lies 15 right (South) from such point), such point being the **Point of Ending** of said strip of land for easement herein described.

Said easement containing 110 square feet, more or less.

All bearings based on Alabama State Plane West Zone Grid North. US Survey Feet.

Said easement situated, lying and being in Mobile County, Alabama.

Easement Description
Alabama Power Co. Drawing # B-500121
Tax Parcel #2907250003051.01 &
Tax Parcel #2907250003051.001
Mobile County, Alabama
Fractional Township 04 South, Range 01 West
Grant Section 25
APC GIS Parcels #289 & #296

The Easement herein granted by Grantors consists of a strip of land, 100 feet in width, lying within a portion of Grant Section 25 of Fractional Township 04 South, Range 01 West, Mobile County, Alabama, such strip being more particularly described as follows:

To reach the point of beginning of said strip, commence at the Southeast corner of Lot 11 of Carver Court Subdivision as recorded in Map Book 4, Pages 239-242 in the Office of Judge of Probate of Mobile County, Alabama, marked by a 1 inch crimped top pipe; thence run North 54°41'26" West, a distance of 282.17 feet to a point on the centerline of survey used to describe said strip of land for an easement, said point being marked by a 5/8 inch rebar with yellow cap stamped "APCO"; thence run along said centerline of survey a bearing of North 35°53'55" West, a distance of 437.49 feet to a point; thence turn a deflection angle to the right of 180°00'00" (Grantor's northwest boundary and the centerline of Three Mile Creek lies 50 feet right (Southwest) from such point), such point being the **Point of Beginning** of a survey line used to describe said strip of land for easement herein described; therefrom said strip is 100 feet in width and lies 50 feet on each side, left and right (Northeast and Southwest), of said centerline of survey, and the continuations thereof (Less and Except any portion which lies within the margin of said Three Mile Creek or which lies Southeast of the southeast boundary of Grantor's property), which begins at such point of beginning and continue along said centerline of survey a bearing of South 35°53'55" East, a distance of 145.00 feet, more or less, to a point (Grantor's southeast boundary lies 50 feet left (Northeast) from such point), such point being the **Point of Ending** of said strip of land for easement herein described.

Said easement containing 13,800 square feet, more or less.

All bearings based on Alabama State Plane West Zone Grid North. US Survey Feet.

Said easement situated, lying and being in Mobile County, Alabama.

Easement Description
Alabama Power Co. Drawing # B-500122
Tax Parcel #2907250003032.000, Tax Parcel #2907250003033.000,
Tax Parcel #2907250003034.000, Tax Parcel #2907250003035.000,
Tax Parcel #2907250003036.000, Tax Parcel #2907250003037.000,
Tax Parcel #2907250003038.000, Tax Parcel #2907250003039.000,
Tax Parcel #2907250003040.000, Tax Parcel #2907250003041.000,
Tax Parcel #2907250003042.000, Tax Parcel #2907250003043.000 &
Tax Parcel #2907250003044.000
Mobile County, Alabama
Fractional Township 04 South, Range 01 West
Grant Section 25
APC GIS Parcels #351, #370, #374, #377, #380,
#392, #396, #399, #404, #407, #409, #412 & #416

The Easement herein granted by Grantors consists of a strip of land, 100 feet in width, lying within a portion of Grant Section 25 of Fractional Township 04 South, Range 01 West, Mobile County, Alabama, such strip being more particularly described as follows:

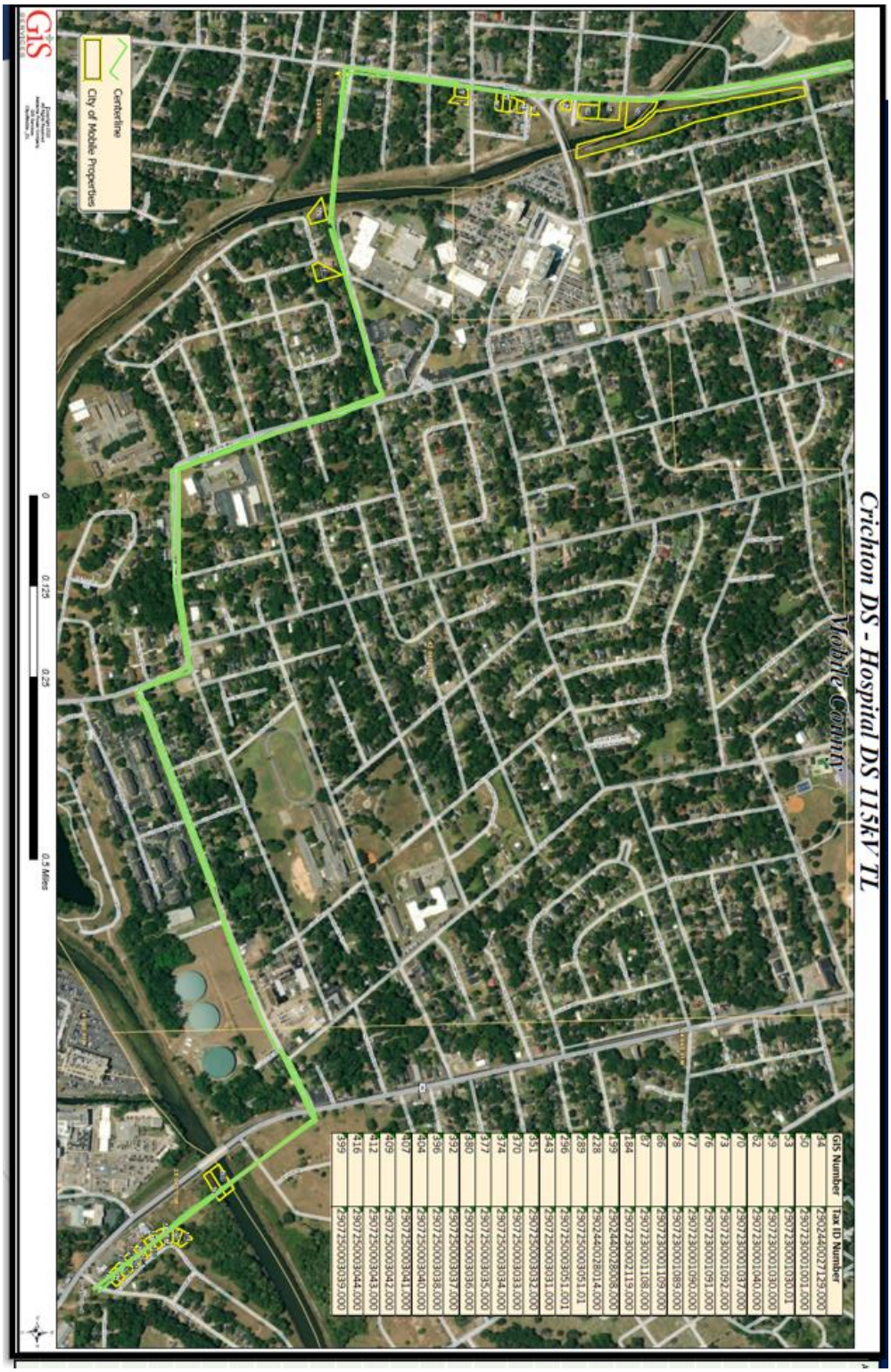
To reach the point of beginning of said strip, commence at the Southeast corner of Lot 11 of Carver Court Subdivision as recorded in Map Book 4, Pages 239-242 in the Office of Judge of Probate of Mobile County, Alabama, marked by a 1 inch crimped top pipe; thence run North 54°41'26" West, a distance of 282.17 feet to a point on the centerline of survey used to describe said strip of land for an easement, said point being marked by a 5/8 inch rebar with yellow cap stamped "APCO"; thence run along said centerline of survey a bearing of South 42°40'53" East, a distance of 67.51 feet to a point (Grantor's northwest boundary lies 50 feet left (Northeast) from such point), such point being the **Point of Beginning** of a survey line used to describe said strip of land for easement herein described; therefrom said strip is 100 feet in width and lies 50 feet on each side, left and right (Northeast and Southwest), of said centerline of survey, and the continuations thereof (Less and Except any portion which lies within the right-of-way of Pope Street or which lies Northwest of the northwest boundary of Grantor's property or which lies Southwest of the southwest boundary of Grantor's property), which begins at such point of beginning and continue along said centerline of survey a bearing of South 42°40'53" East, a distance of 624.00 feet, more or less, to a point (Grantor's southeast boundary lies 50 feet right (Southwest) from such point), such point being the **Point of Ending** of said strip of land for easement herein described.

Said easement containing 59,767 square feet, more or less.

All bearings based on Alabama State Plane West Zone Grid North. US Survey Feet.

Said easement situated, lying and being in Mobile County, Alabama.

EXHIBIT B- FULL PROJECT OVERLAY



25-046 **2026**

RESOLUTION

Sponsored by: Councilmember Ben Reynolds (District 4) and Josh Woods (District 6)

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 the attached Utility Easement Agreement, 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 HUNDRED FIVE THOUSAND AND NO/100 ($105,000.00) DOLLARS, needed for ALABAMA POWER COMPANY to provide a new Transmission Line Crichton-Hospital-DS, affecting 31 City-owned properties, as described and depicted in Exhibits A and B of said easement.

Adopted:

_____

City Clerk

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Modification
of a Previously Approved Planned Unit Development
For Property located at 580 Providence Park Drive East

Pursuant to Resolution of the Mobile, Alabama City Council adopted **January 13, 2026**, a public hearing will be held on the **18th** day of **February, 20226**, at 10:30 a.m., to consider adoption of an ordinance for the proposed Modification of a Previously Approved Planned Unit Development for property located at 580 Providence Park Drive East.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planned Unit Development was approved on June 21, 2021, to amend a previously approved Master Plan for the property located at 580 Providence Park Drive East and described as follows:

LOT 4, PROVIDENCE PARK POB WEST, NORTH ADDITION RESUBDIVISION OF LOT 3A AS RECORDED ON INSTRUMENT NUMBER 2021063287 IN THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA
AND
LOT 2A, PROVIDENCE PARK POB WEST, NORTH ADDITION, AS RECORDED IN MAP BOOK 129, PAGE 81 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA

WHEREAS, on November 17, 2025, the owner of said property applied for a Major Modification of a previously approved Planned Unit Development amending a previously approved master plan, to allow construction of a parking lot serving an existing healthcare facility, with shared access and parking between multiple building sites.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on December 18, 2025, and recommended approval of the Major Modification of the Planned Unit Development (PUD) subject to the following conditions:

1. Revision of the site plan to clearly delineate the 32 proposed parking spaces;
2. Revision of the site plan to correctly count all existing and proposed parking spaces;

3. Revision of the site plan to depict all proposed parking spaces will have an alternative paving surface;
4. Placement of a note on the site plan stating that the both the existing development and proposed parking lot will fully comply with tree planting and landscape area requirements;
5. Provision of a compliant photometric site plan at the time of permitting;
6. Placement of a note on the site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
7. Compliance with all Engineering comments noted in the staff report;
8. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
9. Compliance with all Urban Forestry comments noted in the staff report;
10. Compliance with all Fire Department comments noted in the staff report;
11. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (.pdf) to Planning and Zoning; and,
12. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

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

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

Section One: That the modification of the Planned Unit Development is hereby approved with the following required conditions:

1. Revision of the site plan to clearly delineate the 32 proposed parking spaces;
2. Revision of the site plan to correctly count all existing and proposed parking spaces;
3. Revision of the site plan to depict all proposed parking spaces will have an alternative paving surface;
4. Placement of a note on the site plan stating that the both the existing development and proposed parking lot will fully comply with tree planting and landscape area requirements;

5. Provision of a compliant photometric site plan at the time of permitting;
6. Placement of a note on the site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
7. Compliance with all Engineering comments noted in the staff report;
8. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
9. Compliance with all Urban Forestry comments noted in the staff report;
10. Compliance with all Fire Department comments noted in the staff report;
11. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (.pdf) to Planning and Zoning; and,
12. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 18th day of February, 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 Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 21st day of January, 2026 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **580 Providence Park Drive East.**

The proposed amendment will modify a Planned Unit Development that was approved for said location on **June 21, 2021.** The owner of said property has applied for a Major Modification of a **previously approved Planned Unit Development amending a previously approved master plan, to allow the construction of a parking lot serving an existing healthcare facility, with shared access and parking between multiple building sites.** If approved, the modification will **allow the construction of a parking lot serving an existing healthcare facility, with shared access and parking between multiple building sites,** subject to the following proposed conditions: 1. Revision of the site plan to clearly delineate the 32 proposed parking spaces; 2. Revision of the site plan to correctly count all existing and proposed parking spaces; 3. Revision of the site plan to depict all proposed parking spaces will have an alternative paving surface; 4. Placement of a note on the site plan stating that the both the existing development and proposed parking lot will fully comply with tree planting and landscape area requirements; 5. Provision of a compliant photometric site plan at the time of permitting; 6. Placement of a note on the site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council; 7. Compliance with all Engineering comments noted in the staff report; 8. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report; 9. Compliance with all Urban Forestry comments noted in the staff report; 10. Compliance with all Fire Department comments noted in the staff report; 11. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (.pdf) to Planning and Zoning; and, 12. Full compliance with all municipal codes and ordinances.

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

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

WHEREAS, a Planned Unit Development was approved on **June 21, 2021,** to **amend a previously approved Master Plan** for the property located at **580 Providence Park Drive East** and described as follows:

LOT 4, PROVIDENCE PARK POB WEST, NORTH ADDITION RESUBDIVISION OF LOT 3A AS RECORDED ON INSTRUMENT NUMBER 2021063287 IN THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA
AND
LOT 2A, PROVIDENCE PARK POB WEST, NORTH ADDITION, AS RECORDED IN MAP BOOK 129, PAGE 81 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA

WHEREAS, on **November 17, 2025**, the owner of said property applied for a Major Modification of a previously approved Planned Unit Development **amending a previously approved master plan, to allow construction of a parking lot serving an existing healthcare facility, with shared access and parking between multiple building sites.**

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on **December 18, 2025**, and recommended approval of the Major Modification of the Planned Unit Development (PUD) subject to the following conditions:

1. Revision of the site plan to clearly delineate the 32 proposed parking spaces;
2. Revision of the site plan to correctly count all existing and proposed parking spaces;
3. Revision of the site plan to depict all proposed parking spaces will have an alternative paving surface;
4. Placement of a note on the site plan stating that the both the existing development and proposed parking lot will fully comply with tree planting and landscape area requirements;
5. Provision of a compliant photometric site plan at the time of permitting;
6. Placement of a note on the site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
7. Compliance with all Engineering comments noted in the staff report;
8. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
9. Compliance with all Urban Forestry comments noted in the staff report;
10. Compliance with all Fire Department comments noted in the staff report;
11. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (.pdf) to Planning and Zoning; and,
12. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

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

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

Section One: That the modification of the Planned Unit Development is hereby approved with the following required conditions:

1. Revision of the site plan to clearly delineate the 32 proposed parking spaces;
2. Revision of the site plan to correctly count all existing and proposed parking spaces;
3. Revision of the site plan to depict all proposed parking spaces will have an alternative paving surface;
4. Placement of a note on the site plan stating that the both the existing development and proposed parking lot will fully comply with tree planting and landscape area requirements;
5. Provision of a compliant photometric site plan at the time of permitting;
6. Placement of a note on the site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
7. Compliance with all Engineering comments noted in the staff report;
8. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
9. Compliance with all Urban Forestry comments noted in the staff report;
10. Compliance with all Fire Department comments noted in the staff report;
11. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (.pdf) to Planning and Zoning; and,
12. 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

Thomas Bender, Bender Clinics, LLC
580 Providence Park Drive East
Council District 6
Josh Woods

THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

December 30, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **December 18, 2025**, considered the request of **Thomas Bender, Bender Clinics, LLC**, for a Major Modification of a previously approved Planned Unit Development **amending a previously approved master plan, to allow the construction of a parking lot serving an existing healthcare facility, with shared access and parking between multiple building sites** for the property located at **580 Providence Park Drive East.**

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

1. Revision of the site plan to clearly delineate the 32 proposed parking spaces;
2. Revision of the site plan to correctly count all existing and proposed parking spaces;
3. Revision of the site plan to depict all proposed parking spaces will have an alternative paving surface;
4. Placement of a note on the site plan stating that the both the existing development and proposed parking lot will fully comply with tree planting and landscape area requirements;
5. Provision of a compliant photometric site plan at the time of permitting;
6. Placement of a note on the site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
7. Compliance with all Engineering comments noted in the staff report;
8. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
9. Compliance with all Urban Forestry comments noted in the staff report;
10. Compliance with all Fire Department comments noted in the staff report;

11. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (.pdf) to Planning and Zoning; and,
12. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

December 22, 2025

Thomas Bender, Bender Clinics, LLC
ATTN: Thomas Bender
6806 Bordeaux Lane
Fairhope, Alabama 36532

Re: 580 Providence Park Drive East
MOD-003555-2025
Thomas Bender, Bender Clinics, LLC
District 6
Major Modification of a previously approved Planned Unit Development amending a previously approved master plan, to allow the construction of a parking lot serving an existing healthcare facility, with shared access and parking between multiple building sites

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

At its meeting on December 18, 2025, the Planning Commission considered the above referenced application.

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

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

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

1. Revision of the site plan to clearly delineate the 32 proposed parking spaces;
2. Revision of the site plan to correctly count all existing and proposed parking spaces;
3. Revision of the site plan to depict all proposed parking spaces will have an alternative paving surface;
4. Placement of a note on the site plan stating that the both the existing development and proposed parking lot will fully comply with tree planting and landscape area requirements;
5. Provision of a compliant photometric site plan at the time of permitting;
6. Placement of a note on the site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
7. Compliance with all Engineering comments noted in the staff report;
8. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
9. Compliance with all Urban Forestry comments noted in the staff report;
10. Compliance with all Fire Department comments noted in the staff report;
11. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (.pdf) to Planning and Zoning; and,
12. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **$529.72.** 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
Stephen Guthrie
Deputy Director of Planning and Zoning

Outlook

Thomas Bender, Bender Clinics, LLC (MOD-003555-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>
Date Mon 11/17/2025 9:56 AM
To Carah Vuncannon <cvuncannon@mcwinc.com>
Cc Aamoth, Victoria <victoria.aamoth@cityofmobile.org>; Walley, Samara <samara.walley@cityofmobile.org>; Don Whittington <dwhitt@mcwinc.com>; Benjamin Cummings <ben@cummings-architecture.com>

Good morning,

We have completed our review of the above Major Modification application. Before the application can be considered complete and scheduled for an agenda, the following item must be addressed:

1. If you have not already done so, please submit the DWG (AutoCAD) file of the Preliminary Plat to our GIS staff. For your convenience, **Tori** has been copied on this message.

An invoice for the application fees has been issued. **Please note that the application will not be considered complete until the required information has been submitted and all fees have been processed.**

If all outstanding items are resolved **by noon, today (November 17, 2025),** the application will be placed on the **December 18, 2025, Planning Commission agenda**. If the deadline is not met, the application will be held over until all requirements have been satisfied.

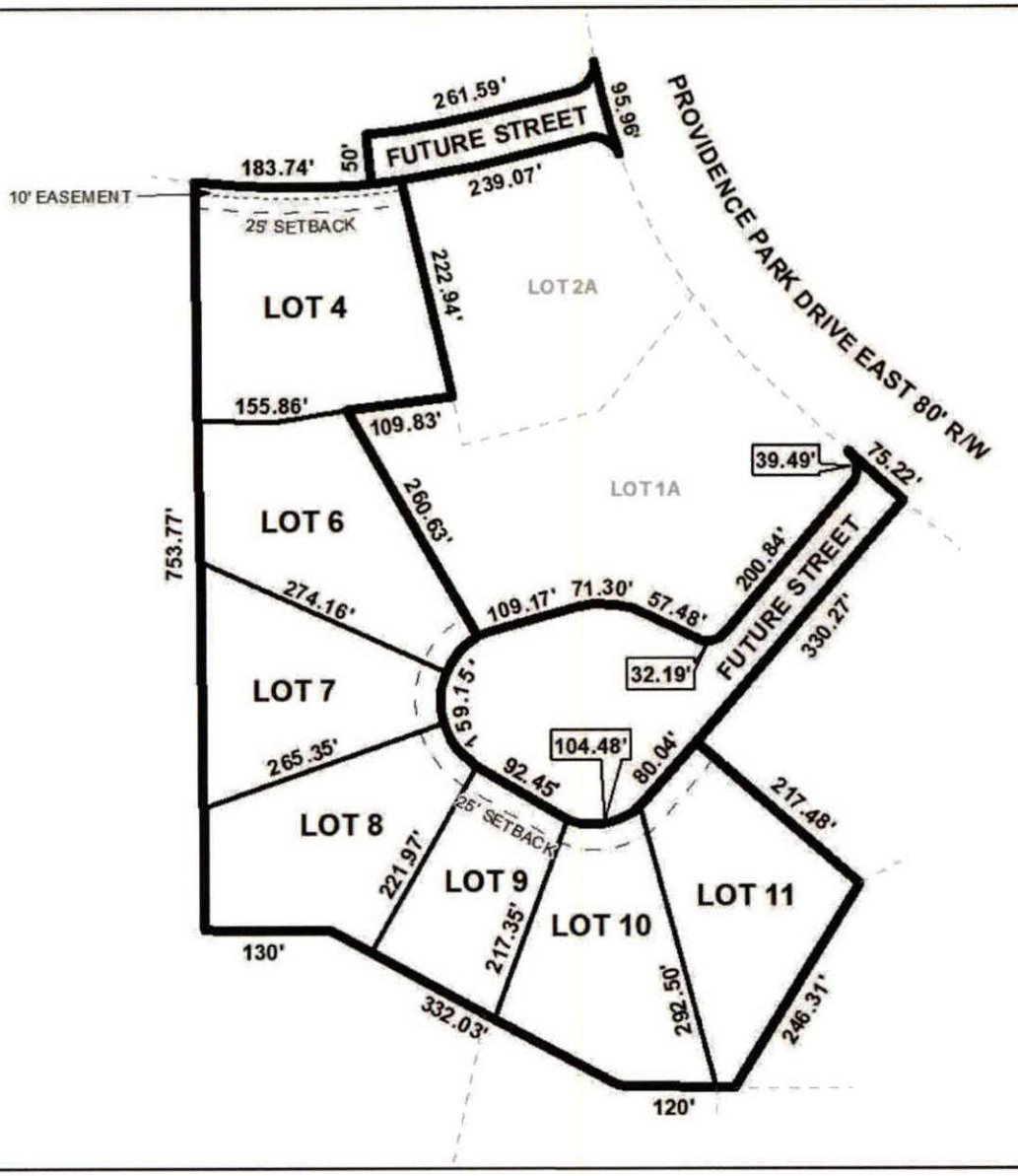
IMPORTANT
The City of Mobile Planning and Zoning Department will **never request payment via wire transfer** or any other suspicious method. If you receive any questionable communication claiming to be from our department, please report it immediately to: planning@cityofmobile.org.

If you have any questions or need further assistance, please don't hesitate to contact us.

Regards,
Logan Anderson
Principal Planner
Build Mobile
dlogananderson@cityofmobile.org
(251) 208-5895 office
(251) 208-7904 direct

BUILDMOBILE

SITE PLAN



The site plan illustrates proposed lots, private streets, setbacks and an easement.

APPLICATION NUMBER 1 DATE June 17, 2021

APPLICANT Providence Park POB West Subdivision
North Addition, Resubdivision of Lot 3A

REQUEST Subdivision, Planned Unit Development

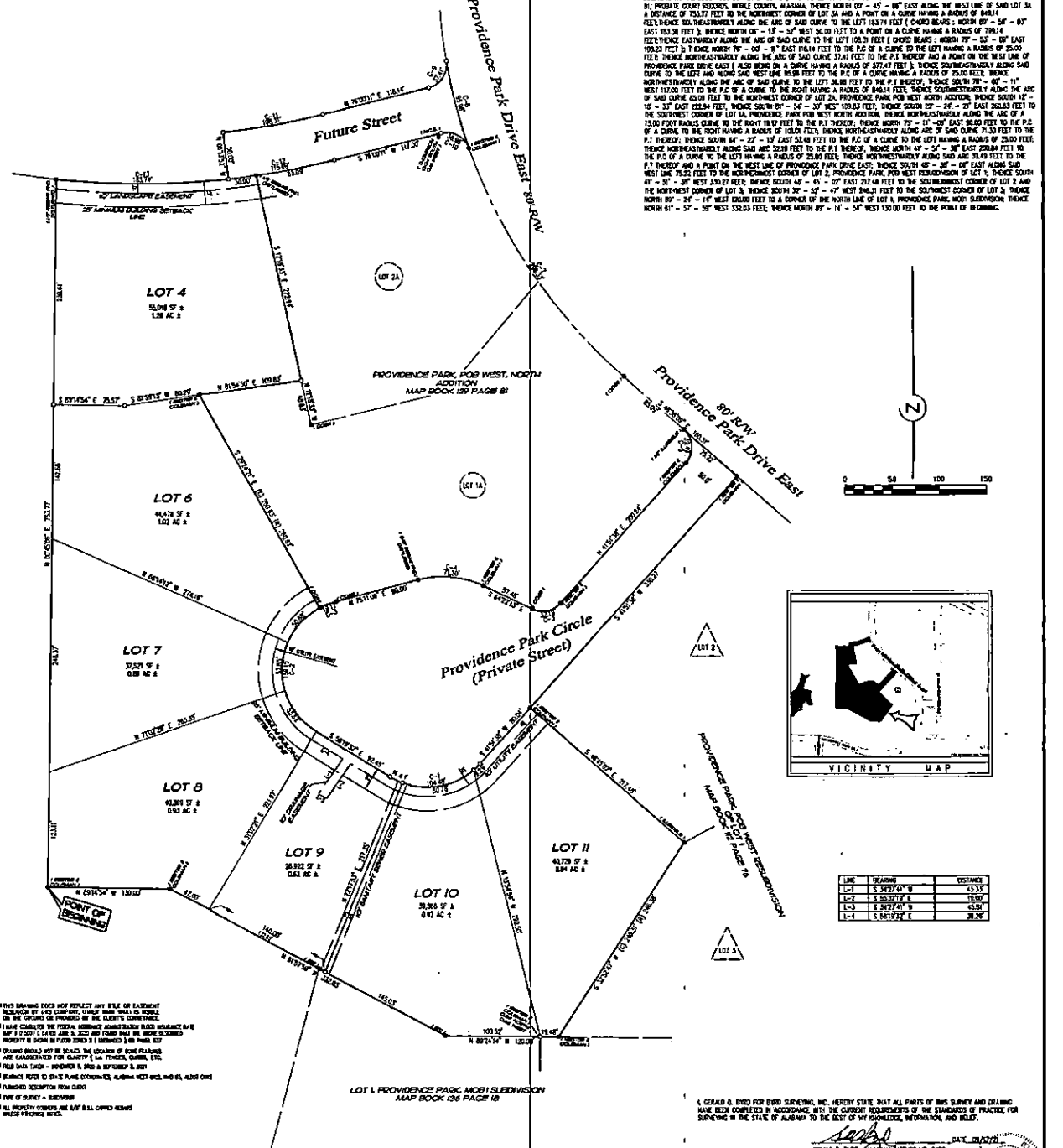
N

NTS

Document No. 4837 Recorded in the Above Book and Page 9/24/2021 11:04 AM
Dave McKee Clerk Probate Judge of Probate Mobile County, AL Rec $13.00
Clerk: KROBINSON

LEGAL DESCRIPTION

BEGINNING AT THE SOUTHWEST CORNER OF LOT 3A, PROVIDENCE PARK POB WEST NORTH ADDITION AS RECORDED IN MAP BOOK 135 PAGE 81; PRIVATE COURT 1550CR01, MOBILE COUNTY, ALABAMA; THENCE NORTH 02° - 45' - 08" EAST ALONG THE WEST LINE OF SAID LOT 3A A DISTANCE OF 753.72 FEET TO THE NORTHWEST CORNER OF LOT 3A AND A POINT ON A CURVE HAVING A RADIUS OF 849.14 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT 183.74 FEET (CHORD BEARS : NORTH 89° - 58' - 03" EAST 183.38 FEET); THENCE NORTH 09° - 17' - 52" WEST 54.09 FEET TO A POINT ON A CURVE HAVING A RADIUS OF 799.14 FEET; THENCE EASTWARDLY ALONG THE ARC OF SAID CURVE TO THE LEFT 108.31 FEET (CHORD BEARS : NORTH 79° - 53' - 09" EAST 108.23 FEET); THENCE NORTH 76° - 02' - 11" EAST 118.14 FEET TO THE P.C. OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTWARDLY ALONG THE ARC OF SAID CURVE 37.41 FEET TO THE P.T. THEREOF AND A POINT ON THE WEST LINE OF PROVIDENCE PARK DRIVE EAST (ALSO BEING ON A CURVE HAVING A RADIUS OF 527.47 FEET); THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT AND ALONG SAID WEST LINE 161.58 FEET TO THE P.C. OF A CURVE HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTWARDLY ALONG THE ARC OF SAID CURVE TO THE LEFT 38.98 FEET TO THE P.T. THEREOF; THENCE SOUTH 79° - 02' - 11" WEST 117.00 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A RADIUS OF 849.14 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 65.09 FEET TO THE NORTHWEST CORNER OF LOT 2A, PROVIDENCE PARK POB WEST NORTH ADDITION; THENCE SOUTH 12° - 16' - 33" EAST 222.84 FEET; THENCE SOUTH 81° - 34' - 30" WEST 109.83 FEET; THENCE SOUTH 29° - 24' - 23" EAST 266.83 FEET TO THE SOUTHWEST CORNER OF LOT 1A, PROVIDENCE PARK POB WEST NORTH ADDITION; THENCE NORTHEASTWARDLY ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT 19.12 FEET TO THE P.T. THEREOF; THENCE NORTH 75° - 17' - 09" EAST 90.00 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1010.11 FEET; THENCE NORTHEASTWARDLY ALONG ARC OF SAID CURVE 71.30 FEET TO THE P.T. THEREOF; THENCE SOUTH 64° - 22' - 13" EAST 57.48 FEET TO THE P.C. OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTWARDLY ALONG SAID ARC 53.28 FEET TO THE P.T. THEREOF; THENCE NORTH 47° - 34' - 38" EAST 200.84 FEET TO THE P.C. OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTWARDLY ALONG SAID ARC 39.49 FEET TO THE P.T. THEREOF AND A POINT ON THE WEST LINE OF PROVIDENCE PARK DRIVE EAST; THENCE SOUTH 42° - 38' - 06" EAST ALONG SAID WEST LINE 75.22 FEET TO THE NORTHERMOST CORNER OF LOT 2, PROVIDENCE PARK, POD WEST RESUBDIVISION OF LOT 1; THENCE SOUTH 41° - 35' - 38" WEST 230.27 FEET; THENCE SOUTH 48° - 49' - 09" EAST 217.48 FEET TO THE SOUTHERNMOST CORNER OF LOT 2 AND THE NORTHWEST CORNER OF LOT 3; THENCE SOUTH 32° - 52' - 47" WEST 246.31 FEET TO THE SOUTHWEST CORNER OF LOT 3; THENCE NORTH 89° - 24' - 19" WEST 120.00 FEET TO A CORNER OF SAID NORTH LINE OF LOT 4, PROVIDENCE PARK, MOBI SUBDIVISION; THENCE NORTH 61° - 57' - 52" WEST 332.63 FEET; THENCE NORTH 89° - 14' - 54" WEST 130.00 FEET TO THE POINT OF BEGINNING.



LINE	BEARING	DISTANCE
L-1	S 34°37'41" W	45.33'
L-2	S 55°37'19" E	15.00'
L-3	S 34°37'41" W	45.86'
L-4	S 54°19'32" E	38.26'

CURVE	DELTA ANGLE	ARC LENGTH	RADIUS	TANGENT	CHORD LENGTH	CHORD BEARING
C-1	7°08'58"	164.49'	73.00'	82.32'	46.22'	S 37°49'12" E
C-2	12°39'01"	108.13'	73.00'	54.36'	107.91'	S 31°41'01" E
C-3	11°38'41"	79.17'	174.00'	39.64'	79.11'	S 83°57'41" W
C-4	49°26'58"	74.30'	103.00'	17.28'	99.83'	S 64°25'41" E
C-5	13°48'08"	24.14'	100.00'	12.13'	24.08'	N 78°54'42" E
C-6	90°00'00"	39.48'	25.00'	25.12'	35.51'	S 43°37'41" W
C-7	29°20'07"	396.33'	577.47'	139.48'	392.09'	S 34°57'38" E
C-8	7°29'11"	69.56'	577.47'	46.47'	69.52'	S 19°01'37" W
C-9	85°42'06"	37.41'	25.00'	23.39'	34.01'	S 33°08'38" E
C-10	84°17'54"	36.78'	25.00'	22.80'	33.59'	S 51°51'41" W
C-11	7°45'28"	108.26'	799.14'	54.24'	108.17'	S 79°51'58" E
C-12	7°45'28"	103.89'	848.14'	52.03'	103.82'	S 79°51'58" E
C-13	12°23'04"	18.13'	848.14'	9.12'	18.13'	S 85°49'30" E

NOTES:

1. NO STRUCTURES ARE ALLOWED IN ANY EASEMENTS, WITHOUT PRIOR APPROVAL OF THE EASEMENT HOLDER;

2. AS SHOWN ON THE 1984 AERIAL PHOTO (FLIGHT 18 - 6) LOTS 4 AND 8-11 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 4 - NONE, LOT 8 - NONE, LOT 9 - NONE, LOT 8 - NONE, LOT 8 - NONE, LOT 10 - NONE, LOT 11 - NONE.

3. 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.

4. 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.

5. 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.

6. 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.

7. ALL EASEMENTS SHALL REMAIN IN EFFECT UNTIL VACATED THROUGH THE PROPER VACATION PROCESS.

8. STREET ACCESS FOR THE PROPOSED LOTS, IN TERMS OF NUMBER, SIZE, LOCATION, AND DESIGN, ARE TO BE APPROVED BY TRAFFIC ENGINEERING AND CONFORM TO AASHTO STANDARDS. EXISTING DEVELOPED SITES ARE LIMITED TO THE DRIVEWAYS AS ILLUSTRATED ON THE APPROVED PUD, WITH ANY CHANGES IN SIZE, LOCATION, AND DESIGN TO BE APPROVED BY TRAFFIC ENGINEERING AND CONFORM TO AASHTO STANDARDS. REQUIRED ON-SITE PARKING, INCLUDING ADA HANDICAP SPACES, SHALL MEET THE MINIMUM STANDARDS AS DEFINED IN SECTION 64-6 OF THE CITY'S ZONING ORDINANCE.

I, GERALD D. BYRD FOR BYRD SURVEYING, INC. HEREBY STATE THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

DATE 09/22/21

GERALD D. BYRD, ALABAMA LICENSE NO. 8425

OWNER : ASCENSION - PROVIDENCE HEALTH SYSTEM

TODD KENNEDY, PRESIDENT

APPROVED: MOBILE CITY PLANNING COMMISSION

ITS SECRETARY DATE 9-22-2021

APPROVED: TRAFFIC ENGINEER DATE 9-23-2021

APPROVED: CITY ENGINEER DATE

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE, HEREBY CERTIFY THAT TODD KENNEDY, WHOSE NAME AS PRESIDENT OF ASCENSION - PROVIDENCE HEALTH SYSTEM, IS SIGNED TO THE FOREGOING CERTIFICATE, AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT BEING INFORMED OF THE CONTENTS OF THE FOREGOING CERTIFICATE, HE EXECUTED THE SAME VOLUNTARILY ON THE DAY SAME BEARS DATE.

GIVEN UNDER MY HAND AND SEAL THIS 21st DAY OF Sept., 2021.

NOTARY PUBLIC MY COMMISSION EXPIRES

PROVIDENCE PARK, POB WEST, NORTH ADDITION RESUBDIVISION OF LOT 3A

BYRD SURVEYING, INC.

2609 HALLS MILL ROAD
(251) 476-5010
SCALE : 1" = 50'

MOBILE, ALABAMA
BYRD@BYRDSURVEYING.BIZ
SEPTEMBER 17, 2021

City of Mobile • Planning & Zoning

Owner's Letter of Authorization

I, Thomas Reider III, 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 Lot 4 Providence Park W

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.

Ben Cummings
Designee (1)

Ben@Cummings-architecture.com
Email

251 433 9600
Phone Number

Signature of Property Owner

Designee (2)

Email

Phone Number

Date

City of Mobile • Planning &Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

- ☐ **Conditional Use Permits** — Checklist A
- ☐ **Planned Development** — Checklist C
- ☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments** — Checklist B
- ☐ **Previously approved Planning Approvals or Planned Unit Development** — Checklist D
- ☐ **Terminating a Previously approved Planned Unit Development** — Checklist E

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)
Address:	6806 Bordeaux Ln. Fairhope Al 36532	
Email:		ben@cummings-architecture.com
Phone:		251-433-9600
Email:		
Name:	Thomas Bender	

	Owner	Design Professional
Name:	Thomas Bender	Don Whittington
Firm:	Bender Clinics LLC	McCrory & Williams Inc.
Phone:		251.476.4720
Email:		dwhitt@mcwinc.com
Address:	6806 Bordeaux Ln. Fairhope Al 36532	3207 International Dr. Mobile Al. 36606

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

LOT 4, PROVIDENCE PARK POB WEST, NORTH ADDITION RESUBDIVISION OF LOT 3A — 1.26 Acres

Property Address — Property Area (acres or square feet)

R022804203000008.051

Parcel Number(s) or Key Number(s)

B-3

Present Zoning or Transect District — Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

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

Owner Signature — 15 Nov 2025 — Date

Applicant or Agent Signature (if applicable) — Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION

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

Applicant or Agent Signature — 15 Nov 2025 — Date

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

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

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

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

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   The proposed parking lot addition to an existing dermatology clinic is one more addition to the expanding Providence Medical Complex.

   B-3 Institutional
   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
   The proposed parking lot addition to Advanced Dermatology located in Providence Park is made up entirely of various medical facilities.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
   The proposed parking lot on Lot 4 will connect to the existing Advanced Dermatology Clinics parking lot which will then connect to a new private access road under construction by others. Access for the adjacent Lot 6 to the south will be from a future private street. There is no proposed cross access between the lots.

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

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project: Parking Lot addition to Advanced Dermatology

Address: 580 Providence Park Drive West

Owner: Thomas Bender

Address: 6806 Bordeaux Ln. Fairhope Al Zip Code: 36532

Phone: _____ Fax: _____ Email: _____

Authorized Agent: Benjamin Cummings

Address: One Huston Street, Mobile Al Zip Code: 36606

Phone: 251.433.9600 Fax: _____ Email: ben@cummings-architects.com

Contractor: TBD

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Civil Engineer: McCrory & Williams Inc.

Address: 3207 International Dr. Mobile Al Zip Code: 36606

Phone: 251.476.4720 Fax: _____ Email: dwhitt@mcwinc.com

Architect: N/A

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Submitted by:

Signature: [signature] Print: Don Whittington

Date: 11/17/2025 Affiliation to project/Organization: Project Manager

The owner of Lot 4, Providence Park Pob West, North Addition Resubdivision of Lot 3A is requesting a modification to PUD-001496-2021 to allow for the construction of a 32 space parking lot to serve as additional parking to the existing for Advanced Dermatology on the lot directly adjacent lot 4. There is no proposed cross access to any of the other lots in the existing PUD-001496-2021.

PARKWAY PROPERTY HOLDINGS
LLC
1 SOUTHERN WAY
MOBILE, AL 36619

LXM INVESTMENT 1 LLC
6928 RIVERBROOK TRCE
COLUMBUS, GA 31904

INDUSTRIAL DEVELOPMENT BOARD
OF THE CITY OF MOBILE
PO BOX 760
GULF BREEZE, FL 32562

MOBILE MEDICAL LLC, ASCENSION
MEDICAL LLC
11460 TOMAWAWK CREEK PKWY
STE 320
LEAWOOD, KS 66211

BENDER CLINICS LLC
6806 BORDEAUX LN
FAIRHOPE, AL 36532

CITRIN & RIHNER ENTERPRISES LLC
C/O SMITH DUKES & BUCKALEW LLP
600 PROVIDENCE PARK DR E
MOBILE, AL 36695

PEDIATRIC PROPERTIES, LLC
610 PROVIDENCE PARK DR E
STE 201
MOBILE, AL 36695

UNIV OF SOUTH ALABAMA
C/O REAL EST SERVICES
775N UNIVERSITY BLVD
STE 150
MOBILE, AL 36608

RIHNER, GUPTA & GROSZ ENT LLC
600 PROVIDENCE PARK DR E
MOBILE, AL 36695

ALTAPOITE HEALTH SYSTEMS INC
5750A SOUTHLAND DR
MOBILE, AL 36693

Planning Commission
December 18, 2025

Agenda Item # 12

MOD-003555-2025

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

Applicant Materials for Consideration

DETAILS

Location:
580 Providence Park Drive East

Applicant / Agent:
Thomas Bender, Bender Clinics, LLC

Property Owner:
Bender Clinics, LLC

Current Zoning:
B-3, Community Business Suburban District

Future Land Use:
Institutional

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Schedule for Development:

- Not provided

Proposal:

- Modification of a previously approved Planned Unit Development

Considerations:

1. Modification of a previously approved Planned Unit Development with thirteen (13) conditions.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Modification Considerations 5
Exhibits 7

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial units.

APPLICATION NUMBER 12 DATE December 18, 2025

APPLICANT Thomas Bender, Bender Clinics, LLC

REQUEST PUD Modification

N

NTS

SITE HISTORY

The site has been before the Planning Commission several times for various Subdivisions and Planned Unit Developments. The most recent applications before the Planning Commission in June 2021, were a seven (7) lot Subdivision (Providence Park POB West Subdivision, North Addition, Resubdivision of Lot 3A) and Planned Unit Development (PUD) to amend a previously approved PUD Master Plan to allow shared access and parking between multiple building sites. Both applications were approved, and the Subdivision was recorded in Probate Court.

The site has not been before the Board of Zoning Adjustment previously.

STAFF COMMENTS

Engineering Comments:

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

Traffic Engineering Comments:

Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in 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:

The applicant is requesting a Major Modification of a previously approved Planned Unit Development amending a previously approved master plan, to allow the construction of a parking lot serving an existing healthcare facility, with shared access and parking between multiple building sites.

Detailed descriptions of the request are available via the links on page 1 of this report.

The applicant operates a dermatology office located at 580 Providence Park Drive East, and is proposing to construct a new parking lot with 32 parking spaces. The existing office is a two-story building with approximately 20,240 square feet under the roof, thus requiring 51 parking spaces. Approximately 14 of the existing parking spaces and seven (7) existing tree plantings on the site are to be removed to make room for new handicapped parking spaces, a new curb cut to a private street and to allow internal connections between the existing parking lot and the proposed parking lot. It should be noted that the site plan appears to be missing a parking space delineation towards the North of the new parking lot. Also, the row of parking spaces abutting the proposed parking expansion has two (2) parking spaces that are not counted. The proposed parking layout will result in a total of 95 parking spaces. The site plan states that 93 spaces are proposed. If approved, the site plan should be revised to clearly delineate all proposed parking spaces, and count all existing parking spaces accurately. As the site will have more parking spaces than the UDC requires, all of the proposed parking spaces should have an alternative paving surface instead of asphalt or concrete, per Section 64-3-12.A.(3).5.d. of the UDC.

The subject site was required to comply with tree planting and landscape area requirements in 2014 when the dermatology office was initially constructed. As the proposed changes to the site will result in the removal of

several required trees, as well as developing a previously undeveloped lot, both lots should be required to fully comply with tree planting and landscape area requirements of the UDC at the time of permitting.

It should be noted that because of the increase in proposed parking by more than 25%, a compliant photometric site plan will be required at the time of permitting.

The private street to the North that the subject site proposes a new curb cut to is currently under construction in association with a separate project to the North at 550 Providence Park Drive East. As such, if approved, the site plan should either be revised to depict sidewalks along the private street for both lots or the applicant should apply for a Sidewalk Waiver.

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

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

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

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

1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

    a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
    b. Includes adequate public facilities and utilities;

5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

Considerations:

If the Planning Commission considers a recommendation of approval for the Modified Planning Approval / Planned Unit Development, the following Findings of Fact must apply:

a. The request is consistent with all applicable requirements of this Chapter;

b. The request is compatible with the character of the surrounding neighborhood;
c. The request will not impede the orderly development and improvement of surrounding property;
d. The request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

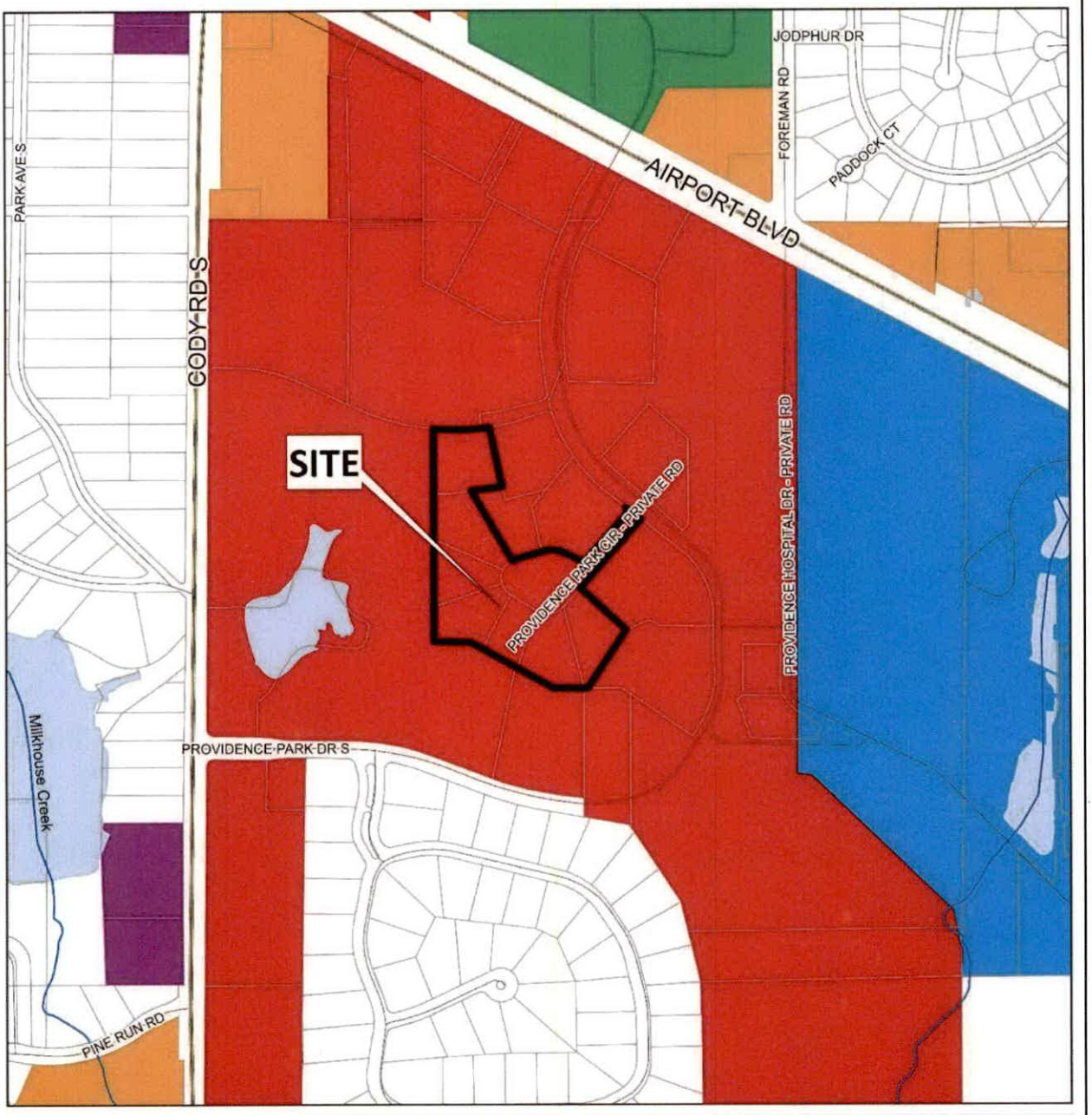
    1. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
    2. Includes adequate public facilities and utilities;

e. The request is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
f. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
g. The request shall not be detrimental or endanger the public health, safety or general welfare.
h. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

If approved, the following conditions could apply:

1. Revision of the site plan to clearly delineate the 32 proposed parking spaces;
2. Revision of the site plan to correctly count all existing and proposed parking spaces;
3. Revision of the site plan to depict all proposed parking spaces will have an alternative paving surface;
4. Placement of a note on the site plan stating that the both the existing development and proposed parking lot will fully comply with tree planting and landscape area requirements;
5. Provision of a compliant photometric site plan at the time of permitting;
6. Either revision of the site plan to depict a sidewalk along the private street to the North of both lots or obtain Sidewalk Waiver approval from the Planning Commission;
7. Placement of a note on the site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
8. Compliance with all Engineering comments noted in this staff report;
9. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
10. Compliance with all Urban Forestry comments noted in this staff report;
11. Compliance with all Fire Department comments noted in this staff report;
12. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (.pdf) to Planning and Zoning; and,
13. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 12 DATE December 18, 2025

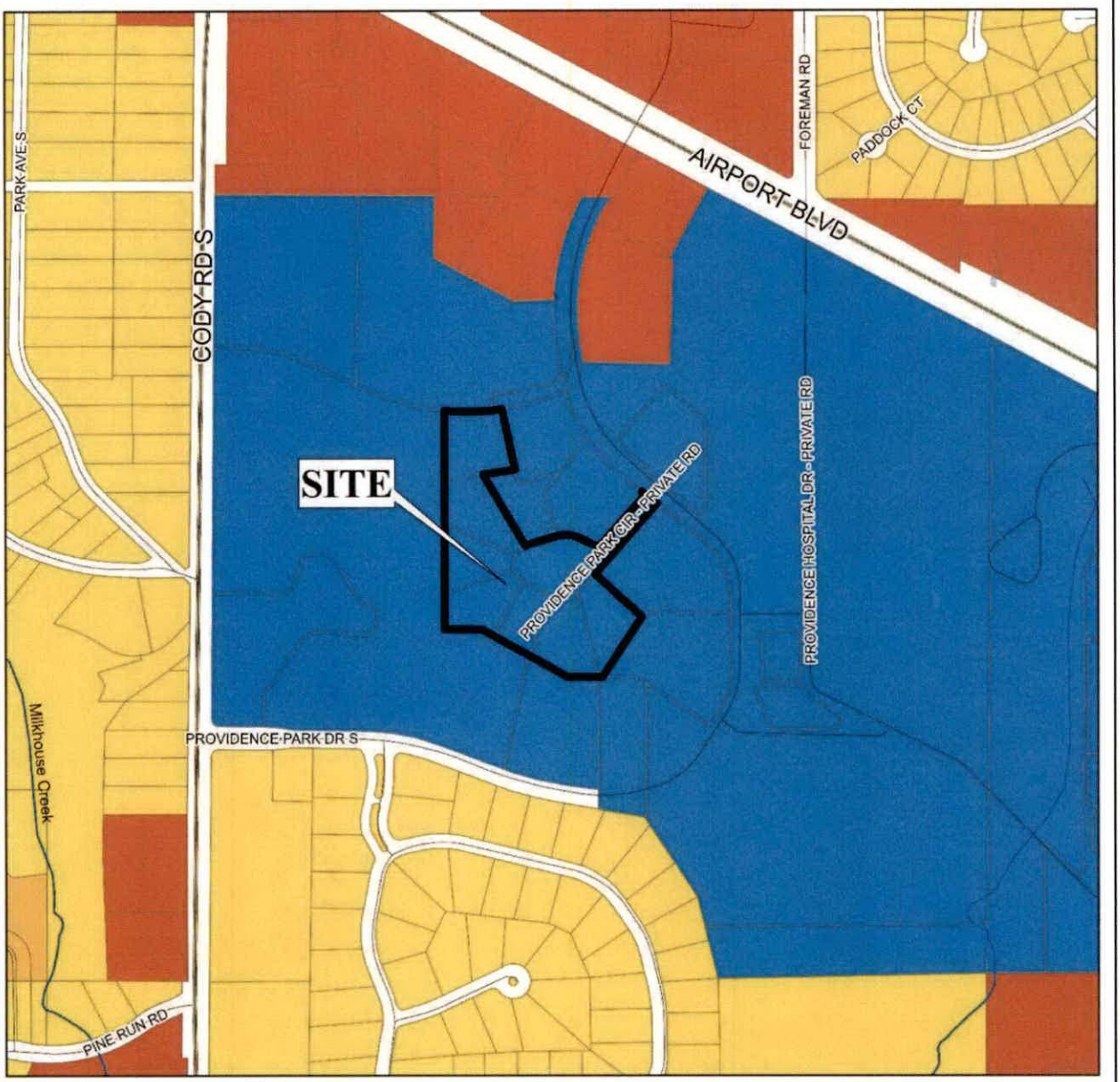
APPLICANT Thomas Bender, Bender Clinics, LLC

REQUEST PUD Modification

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 12 DATE December 18, 2025

APPLICANT Thomas Bender, Bender Clinics, LLC

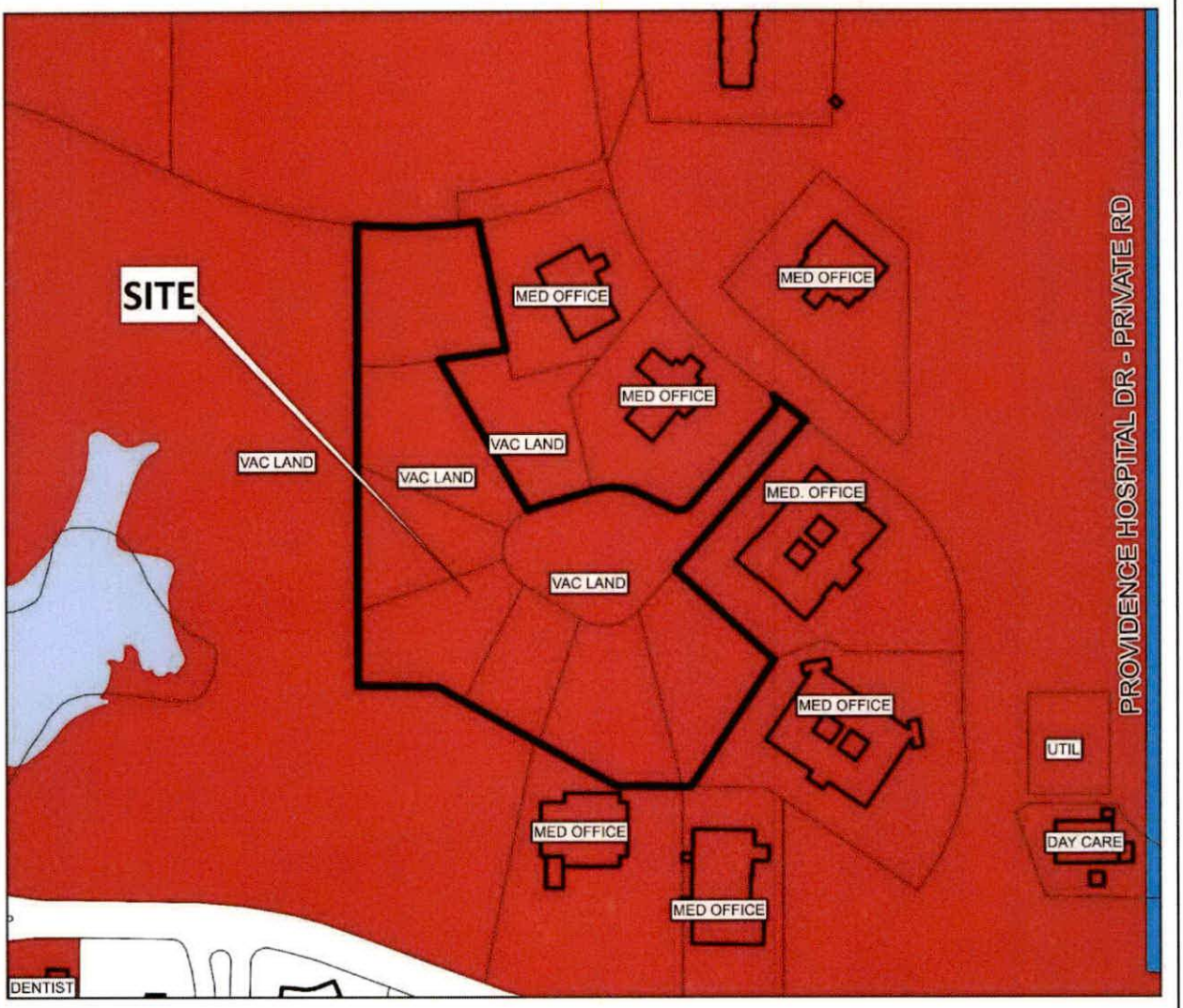
REQUEST PUD Modification

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial units.

APPLICATION NUMBER 12 DATE December 18, 2025

APPLICANT Thomas Bender, Bender Clinics, LLC

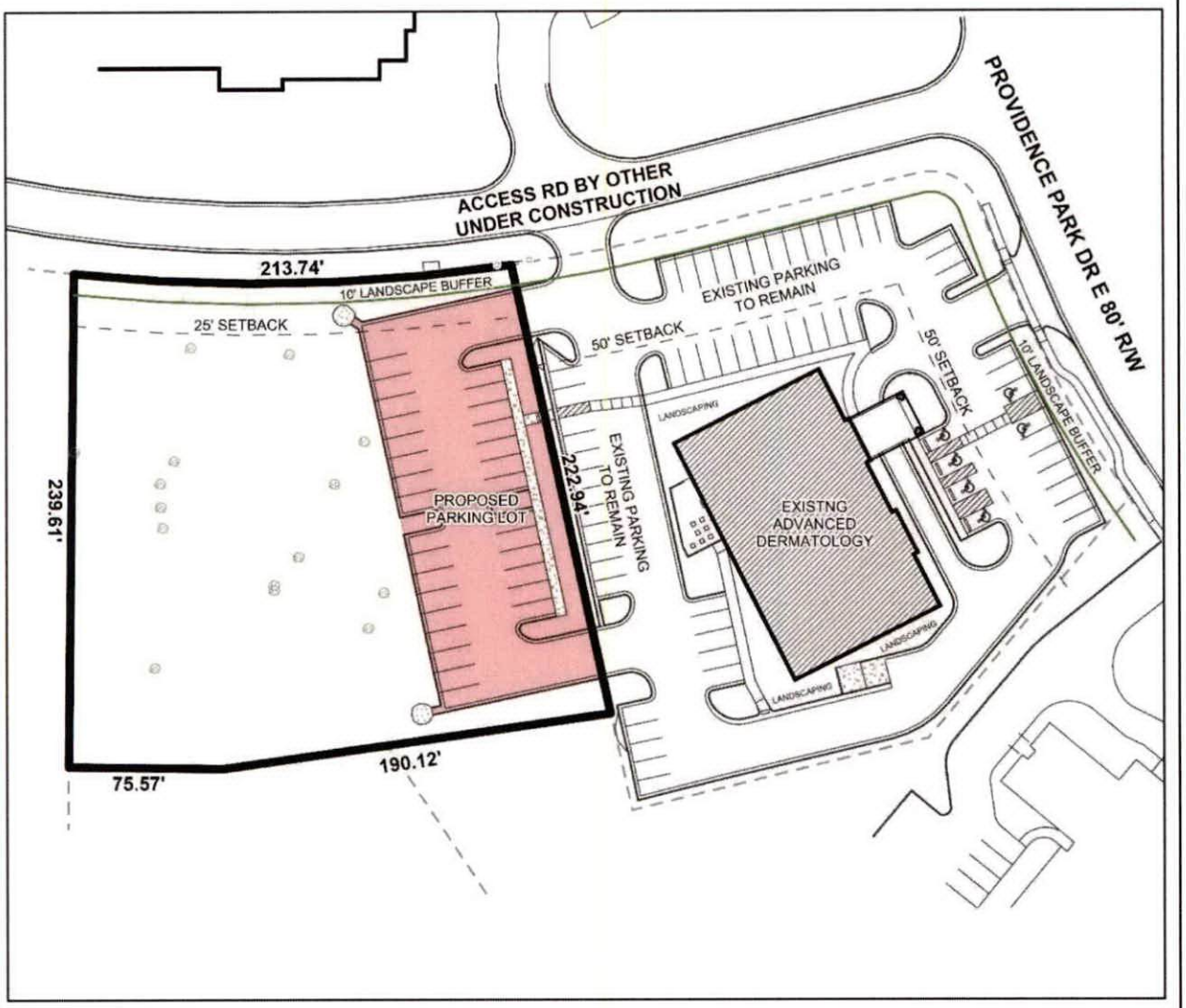
REQUEST PUD Modification

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

N

NTS

SITE PLAN



The site plan illustrates existing buildings, parking, setbacks, and proposed parking.

APPLICATION NUMBER 12 DATE December 18, 2025 APPLICANT Thomas Bender, Bender Clinics, LLC REQUEST PUD Modification	N NTS

FUTURE LAND USE MAP CORRESPONDENCE TO ZONING

A primary purpose of the Future Land Use Map is to guide zoning decisions. In many cases the designation on the FLUM may match the existing use of land, but in others the designated land use may differ from what is on the ground today. For example, a parcel that is in commercial use today but designated as any of the "mixed use" types on the map could redevelop with a mix of residential and commercial uses (such as retail, office, entertainment, etc., depending on the location).

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 correspondence between the FLUM and the zoning district structure is described in the matrix below. This tool gives the City the flexibility over the long-term to determine appropriate changes to the zoning map based on various factors.

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.

Zoning correspondence matrix

■ Zoning district is appropriate to implement the future land use category.

U S Zoning district with Urban or Suburban subdistrict is appropriate to implement the future land use category.

O Elements of the zoning district are related to the future land use category and may be appropriate with qualifications or conditions.

□ Zoning district is appropriate, but the district does not directly implement the category (e.g., open space in an Industrial district)

	RESIDENTIAL - AC (R-A)	ONE-FAMILY RESIDENCE (R-1)	TWO-FAMILY RESIDENCE (R-2)	MULTIPLE-FAMILY (R-3)	RESIDENTIAL BUSINESS (R-B)	HISTORIC BUSINESS (H-B)	BUFFER BUSINESS (B-1)	TRANSITIONAL BUSINESS (T-B)	LIMITED BUSINESS (LB-2)	NEIGHBORHOOD BUSINESS (B-2)	COMMUNITY BUSINESS (B-3)	GENERAL BUSINESS (B-4)	OFFICE-DISTRIBUTION (B-5)	COMMERCIAL WAREHOUSE (CW)	MARITIME MIXED (MM)	MARITIME LIGHT (ML)	MARITIME HEAVY (MH)	LIGHT INDUSTRY (I-1)	HEAVY INDUSTRY (I-2)	VILLAGE CENTER (TCD)	NEIGHBORHOOD CENTER (TCD)	NEIGHBORHOOD GENERAL (TCD)	DOWNTOWN DEV. DDD (T-6)	DOWNTOWN DEV. DDD (T-5.1)	DOWNTOWN DEV. DDD (T-5.2)	DOWNTOWN DEV. DDD (T-4)	DOWNTOWN DEV. DDD (T-3)	DOWNTOWN DEV. DDD (SD-WH)	DOWNTOWN DEV. DD (SD)
LOW DENSITY RESIDENTIAL (LDR)	■	US	US	US			O							O															O
MIXED DENSITY RESIDENTIAL (MDR)		U	U	■	■		■	■	■					■									■	■	■	■	■	O	O
DOWNTOWN (DT)						■					■												■	■	■	■	■	O	O
DISTRICT CENTER (DC)							■			U	O	O																	
NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	■	■	U	■	■	O	■	O	O	O										■	■	■							
NEIGHBORHOOD CENTER - SUBURBAN (NC-S)			S		S		■	S	S	O										■	■							O	
TRADITIONAL CORRIDOR (TC)		■	■		■	■	U	■	U	U	O																		O
MIXED COMMERCIAL CORRIDOR (MCC)							■		■	■	■	■	■	■	■	■														
LIGHT INDUSTRIAL (LI)													■	■	■	■			■										O	O
HEAVY INDUSTRY (HI)															■	■	■	■	■										O	O
INSTITUTIONAL LAND USE (INS)										■	■		O	O					O											
PARKS & OPEN SPACE (POS)	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□
WATER DEPENDENT USES (WDWRU)	■					O								■	■	■		O												

INSTITUTIONAL LAND USE (INS)

This designation includes land and buildings occupied by municipal and other governmental agencies for the exercise of their functions, to serve the public or provide a civic use or amenity. These include major libraries, airports, public schools and public safety facilities. Semi-public uses such as schools, colleges and universities, hospitals, and other major institutions that serve the public and/or operate in a public function are included.

Development Features

- The specific location and design of these complementary uses is subject to zoning. In some cases, depending on ownership, these areas may not be subject to City zoning.
- Small-scale properties (less than 2 acres) accommodating subsidiary public and semi-public facilities, such as branch libraries, substations, satellite clinics, etc., may not be specifically called out in the FLUM under this land use designation, but may instead be considered part of the array of integrated complementary uses typically found in a residential neighborhood or a mixed-use center or corridor.

Character Example







PARKS AND OPEN SPACE (POS)

This designation applies to land maintained in a natural, semi-natural state, or developed with facilities and set aside for human enjoyment and recreation or for the protection of wildlife or natural habitats. This designation includes existing parks, squares, playgrounds, playfields, gardens, greens, cemeteries, greenways and blueways, and other recreational areas and facilities that are accessible to the public. These areas are generally owned by a public entity but may include some privately owned areas that have been designated as open space. This designation is not intended to identify public land acquisition or to prohibit the development potential of individual privately-owned properties.

Character Example





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 7211 and 7221 Cottage Hill Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **January 13, 2026,** a public hearing will be held on the **18th** day of **February, 2026**, at 10:30 a.m., to consider adoption of an ordinance for the proposed rezoning for property located 7211 and 7221 Cottage Hill Road from R-1, Single-Family Residential Suburban District, to R-3, Multi-Family Residential Suburban District..

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

Lisa C. Lambert
City Clerk

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

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

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

COMMENCING AT A POINT ON THE SOUTH SIDE OF COTTAGE HILL ROAD WHERE THE EAST LINE OF LYNNDELL SUBDIVISION INTERSECTS THE SOUTH LINE OF COTTAGE HILL ROAD, SAID POINT BEING THE NORTHEAST CORNER OF LOT 1 OF SAID LYNNDELL SUBDIVISION; THENCE RUN N 51°31'00" E, A DISTANCE OF 192.21 FEET TO THE POINT OF BEGINNING; THENCE RUN S 0°09'06" W, A DISTANCE OF 558.99 FEET TO A POINT; THENCE RUN S89°48'56" E, A DISTANCE OF 209.86 FEET TO A POINT; THENCE RUN N 7°34'21" E, A DISTANCE OF 485.25 FEET TO A POINT; THENCE RUN N 20°16'10" E, A DISTANCE OF 137.01 FEET TO A POINT; THENCE RUN N 32°19'02" W, A DISTANCE OF 155.10 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD; THENCE RUN S52°37'24" W, A DISTANCE OF 298.09 FEET TO THE POINT OF BEGINNING, CONTAINING 3.88 ACRES, MORE OR LESS.

The classification of said property is hereby changed from R-1, Single-Family Residential Suburban District, to R-3, Multi-Family Residential Suburban District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a R-3, Multi-Family Residential Suburban District provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a R-3, Multi-Family Residential Suburban District, until all of the conditions set forth below have 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 synopsized 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 18th day of February, 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 21st day of January, 2026 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **7211 & 7221 Cottage Hill Road.**

The proposed amendment to the Unified Development Code changes the classification of the subject property from **R-1, Single-Family Residential Suburban District, to R-3, Multi-Family Residential Suburban District.** Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **R-3** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in **R-3** 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:

COMMENCING AT A POINT ON THE SOUTH SIDE OF COTTAGE HILL ROAD WHERE THE EAST LINE OF LYNNDELL SUBDIVISION INTERSECTS THE SOUTH LINE OF COTTAGE HILL ROAD, SAID POINT BEING THE NORTHEAST CORNER OF LOT 1 OF SAID LYNNDELL SUBDIVISION; THENCE RUN N 51°31'00" E, A DISTANCE OF 192.21 FEET TO THE POINT OF BEGINNING; THENCE RUN S 0°09'06" W, A DISTANCE OF 558.99 FEET TO A POINT; THENCE RUN S89°48'56" E, A DISTANCE OF 209.86 FEET TO A POINT; THENCE RUN N 7°34'21" E, A DISTANCE OF 485.25 FEET TO A POINT; THENCE RUN N 20°16'10" E, A DISTANCE OF 137.01 FEET TO A POINT; THENCE RUN N 32°19'02" W, A DISTANCE OF 155.10 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD; THENCE RUN S52°37'24" W, A DISTANCE OF 298.09 FEET TO THE POINT OF BEGINNING, CONTAINING 3.88 ACRES, MORE OR LESS.

The classification of said property is hereby changed from **R-1, Single-Family Residential Suburban District,** to **R-3, Multi-Family Residential Suburban District,** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a **R-3, Multi-Family Residential Suburban District** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **R-3, Multi-Family Residential Suburban District,** until all of the conditions set forth below have 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:

_____

City Clerk

Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)
Star Light at Cottage Hill Subdivision
7211 & 7221 Cottage Hill Road
Council District 6
Josh Woods

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

January 8, 2026
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on September 18, 2025, considered the request of **Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)** for a change in zoning **from Single-Family Residential Suburban District (R-1) to Multi-Family Residential Suburban District (R-3),** for the property located at **7211 & 7221 Cottage Hill Road**.

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

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

September 23, 2025

Shabbir Hossain
Star Signature Homes, LLC
1442 West I-65 Service Road South
Mobile, Alabama 36693

Re: 7211 & 7221 Cottage Hill Road
ZON-UDC-003426-2025
Star Light at Cottage Hill Subdivision
Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)
District 6
Rezoning from Single-Family Residential Suburban District (R-1) to Multi-Family Residential Suburban District (R-3).

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

At its meeting on September 18, 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-3, Multi-Family Residential Suburban Distric**t:

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-3, Multi-Family Residential Suburban 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 $**324.14**. 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
Stephen Guthrie
Deputy Director of Planning and Zoning

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

August 25, 2025

Shabbir Hossain
Star Signature Homes, LLC
1442 West I-65 Service Road South
Mobile, Alabama 36693

Re: 7211 & 7221 Cottage Hill Road
ZON-UDC-003426-2025
Star Light at Cottage Hill Subdivision
Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)
District 6
Rezoning from Single-Family Residential Suburban District (R-1) to Multi-Family Residential Suburban District (R-3).

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

At its meeting on August 21, 2025, the Planning Commission considered the above referenced application.

After discussion the Planning Commission heldover the rezoning request until the September 18, 2025, meeting to allow concurrent consideration with the accompanying subdivision application.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

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

MOBILE CITY PLANNING COMMISSION
July 22, 2025
PUBLIC HEARING NOTICE

Re: 7211 & 7221 Cottage Hill Road
ZON-UDC-003426-2025
Star Light at Cottage Hill Subdivision
Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)
District 6
Rezoning from Single-Family Residential Suburban District (R-1) to Multi-Family Residential Suburban District (R-3).

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, August 21 , 2025, at 2:00 p.m. to consider your above referenced application.

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

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, August 20, 2025, to allow adequate time for the Commission members to review the information.

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

MOBILE CITY PLANNING COMMISSION
July 22, 2025
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: 7211 & 7221 Cottage Hill Road
ZON-UDC-003426-2025
Star Light at Cottage Hill Subdivision
Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)
District 6
Rezoning from Single-Family Residential Suburban District (R-1) to Multi-Family Residential Suburban District (R-3).

Dear Property Owner(s):

This letter is to advise adjacent property owners, as required by State Law, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, August 21, 2025, at 2:00 p.m., to consider the above referenced application.

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

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, August 20, 2025, to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules and Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes.

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

Outlook

URGENT: Neighborhood Meeting Documentation Due Today for Rezoning Case #ZON-UDC-003426-2025

From Anderson, Logan <dlogananderson@cityofmobile.org>
Date Wed 8/6/2025 1:47 PM
To Civil Engineering <civil@bethel-eng.com>
Cc SHABBIR HOSSAIN <sh@starsignaturehomes.com>

Good afternoon,

This is a courtesy reminder that **complete and compliant Neighborhood Meeting documentation** must be submitted to the Planning and Zoning Department by **4:30 P.M. today, August 6th**, for **Rezoning Case #ZON-UDC-003426-2025**.

As of this time, **only postal notification of the Neighborhood Meeting has been received**. In accordance with **Article 5, Section 64-5-4.E.4. of the Unified Development Code (UDC)**, failure to submit all required documentation by the deadline will result in an **automatic holdover of the application**.

Please note that **holdovers due to missing documentation are subject to a reprocessing fee equal to the initial application fee, including postage**.

If you have any questions or need further assistance, please contact the Planning and Zoning Department prior to the deadline.

Thank you for your prompt attention to this matter.

Best regards,

Logan Anderson
Principal Planner
Planning & Zoning
BUILDMOBILE
dlogananderson@cityofmobile.org
(251) 208-5895 main

Outlook

Shabbir Hossain, Star Signature Homes, LLC (ZON-UDC-003426-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>
Date Mon 7/21/2025 10:44 AM
To civil@bethel-eng.com <civil@bethel-eng.com>
Cc Karapetyan, Marine <marine.karapetyan@cityofmobile.org>; Aamoth, Victoria <victoria.aamoth@cityofmobile.org>

Good morning,

We have completed our review of the above-referenced Rezoning application and determined that it is **partially complete**.

An invoice for the application fees has been issued. Once payment is received, the application will be placed on the appropriate Planning Commission agenda. However, **the following items must be addressed before the application can be considered complete for Planning Commission review**:

1. **Neighborhood Meeting Documentation:**
   Complete and compliant Neighborhood Meeting documentation must be submitted to the Planning and Zoning Department **by 4:30 PM on Wednesday, August 6, 2025**.
   Note: To date, only postal notification of the Neighborhood Meetings has been received.

2. **DWG File Submission:** If you have not already done so, please submit the **DWG AutoCAD file** for the conceptual plan to our GIS staff. For your convenience, **Marine** and **Tori** have been copied on this message.

3. **Legal Description:** Please note that a **complete legal description** of the subject property (not the abbreviated version currently provided) is required in order to calculate the City Council advertising fees. Following the Planning Commission's recommendation, this full legal description must be submitted to the Planning and Zoning Department **before** the application can proceed to the City Council for final consideration.

If the application fees are paid **by noon on Monday, July 21, 2025**, the case will be scheduled for the **August 21, 2025 Planning Commission** agenda. However, please note that if the Neighborhood Meeting documentation is not received by the stated deadline, the application will be held until all outstanding requirements are satisfied.

IMPORTANT
The City of Mobile Planning and Zoning Department will **never request payment via wire transfer** or any other suspicious method. If you receive any questionable communication claiming to be from our department, please report it immediately to: planning@cityofmobile.org.

If you have any questions or need further assistance, please don't hesitate to reach out.

Logan Anderson
Principal Planner
Planning & Zoning
BUILDMOBILE
dlogananderson@cityofmobile.org
(251) 208-5895 main

Inst. # 2020067029 Pages: 1 of 3 I cert[illegible]is instrument filed on: 11/2/2020 8:11 AM
Doc: LAOR Don Davis, Judge of Probate Mobile County, AL Rec: $53.00
Clerk: DBRYANT

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

(For County Probate Office Use Only)

PURPOSE: In order to form a limited liability company (LLC) under Section 10A-5A-2.01 of the Code of Alabama 1975 this Certificate Of Formation and the appropriate filing fees must be filed with the Office of the Judge of Probate in the county where the entity's initial registered office is located. **The information required in this form is required by Title 10A.**

INSTRUCTIONS: Mail one (1) signed original and two (2) copies of this completed form and the appropriate filing fees to the Office of the Judge of Probate in the county where the limited liability company's (LLC) registered office is/will be located. Contact the Judge of Probate's Office to determine the county filing fees. **Make a separate check or money order payable to the Secretary of State for the state filing fee of $100.00** for standard filing and the Judge of Probate's Office will transmit the fee along with a certified copy of the Certificate to the Office of the Secretary of State within 10 days after the Certificate is filed. Your notification of filing was provided by the Probate Judge's Office via a stamped copy which is evidence of existence (if it is certified by the Probate Office) according to 10A-1-4.04(c) and the Secretary of State's Office does not send out a copy. You may pay the Secretary of State fees by credit card if the county you are filing in will accept that method of payment. Your entity will not be indexed if the credit card does not authorize and will be removed from the index if the check is dishonored ($30.00 fee).

The information completing this form must be typed (for your convenience the information is fill-able on this computer form on the website above).

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with *Code of Alabama*, Title 10A-1-5.06. You may use Professional or Series before Limited Liability Company if they apply or you may use those abbreviations):
   STAR SIGNATURE HOMES LLC
2. **A copy of the Name Reservation certificate from the Office of the Secretary of State must be attached and the name reserved must agree with item 1 above [proves name reservation under 10A-1-4.02(f)].**

(For SOS Office Use Only)

This form was prepared by: (type name and full address)
Shabbir Hossain
1442 W I-65 SERVICE RD S
MOBILE, AL 36693

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

3. The name of the Registered Agent located at the Registered Office (only one agent):

Shabbir Hossain

Street (**No PO Boxes**) address of Registered Office (must be located in Alabama):

1442 W I-65 SERVICE RD S, MOBILE, AL 36693

Mailing address in Alabama of Registered Office (if different from street address):

4. The undersigned certify that there is at least one member of the limited liability company.

5. Check **only** if the type applies to the Limited Liability Company being formed:

☐ Series LLC complying with Title 10A, Chapter 5A, Article 11

☑ Professional LLC complying with Title 10A, Chapter 5A, Article 8

☐ Non-Profit LLC complying with 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date filed by the Judge of Probate or at the delayed filing date (cannot be prior to the filing date) specified in this filing. 10A-1-4.12

The undersigned specify ____/____/____ as the effective date (must be on or after the date filed in the office of the county Judge of Probate, but no later than the 90th day after the date this instrument was signed) and the time of filing to be ____:____ ☐ AM or ☐ PM. (cannot be noon or midnight – 12:00)

☐ Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

11 / 01 / 2020
Date (MM/DD/YYYY)

Signature as required by 10A-5A-2.04

Shabbir Hossain
Typed Name of Above Signature

OWNER/PRESIDENT
Typed Title (Organizer or Attorney-in-fact)

Additional Organizers/Attorney-in-facts may sign (add additional sheets if necessary).

John H. Merrill
Secretary of State

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

STATE OF ALABAMA

I, John H. Merrill, 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:

STAR SIGNATURE HOMES LLC

This name reservation is for the exclusive use of SHABBIR HOSSAIN, 1442 W I-65 SERVICE RD S, MOBILE, AL 36693 for a period of one year beginning October 20, 2020 and expiring October 20, 2021

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.

October 20, 2020

Date

J. H. Merrill

John H. Merrill **Secretary of State**

RES911291

bethel ENGINEERING

July 21, 2024

Planning & Zoning Department
City of Mobile
P.O. Box 1827
Mobile, AL 36699

Legal Description of Site

RE: 7211 Cottage Hill Road

Property Owner: Star Signature Homes LLC

Property Address: 7211 Cottage Hill Road #A & #B

Parcel Number: R023303064000066.000

Key Number: 01104227

Flood Zone: N/A

Zoning District: R-1

Legal Description:

COMMENCING AT A POINT ON THE SOUTH SIDE OF COTTAGE HILL ROAD WHERE THE EAST LINE OF LYNNDELL SUBDIVISION INTERSECTS THE SOUTH LINE OF COTTAGE HILL ROAD, SAID POINT BEING THE NORTH EAST CORNER OF LOT 1 OF SAID LYNNDELL SUBDIVISION: THENCE RUN N 51"31"00" E, A DISTANCE OF 192.21 FEET TO THE POINT OF BEGINNING; THENCE RUN S 0"09"06" W, A DISTANCE OF 558.99 FEET TO A POINT OF BEGINNING; THENCE RUN S A DISTANCE OF 485.25 FEET TO A POINT; THENCE RUN N 20"16"10" E A DISTANCE OF 137.01 FEET TO A POINT; THENCE RUN N 32"19"02" W, A DISTANCE OF 155.10 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, THENCE RUN S 52"37"24" W, A DISTANCE OF 298.09 FEET TO THE POINT OF BEGINNING, CONTAINING 3.88 ACRES, MORE OR LESS.

bethel ENGINEERING

December 3, 2024

Planning & Zoning Department
City of Mobile
P.O. Box 1827
Mobile, AL 36699

Legal Description of Site

RE: 7211 Cottage Hill Road

Property Owner: Star Signature Homes LLC

Property Address: 7211 Cottage Hill Road #A & #B

Parcel Number: R023303064000066.000

Key Number: 01104227

Flood Zone: N/A

Zoning District: R-1

Legal Description: COMG AT PT ON S/S OF COTTAGE HILL RD WHERE E/L LYNDELL S/D INTERSECTS S/L OF COTTAGE HILL RD SD PT BEING NE COR LOT 1 OF SD LYNDELL S/D MBK 9 P 31 TH RUN NELY ALG S/L COTTAGE HILL RD 192.21 FT TH RUN SLY 300 FT TO PT WHICH IS POB THIS PAR OF LAND TH NELY 110 FT TO PT WHICH PT IS 350 FT S OF S/L OF COTTAGE HILL RD TH N 51 DEG 31 MIN E ALG S/L OF COTTAGE HILL RD 140 FT (S) TH S 31 DEG 48 MIN E 173.15 FT TH S 19 DEG 55 MIN W 138 FT -S- TH S 07 DEG 26 MIN W 485.19 FT TH W 210 FT TH N 274.25 FT TO PO

3233 EXECUTIVE PARK CIRCLE | MOBILE, AL 36606 | 251-661-4747
bethel-eng.com

BETHEL ENGINEERING, INC.
3233 EXECUTIVE PARK CIRCLE
MOBILE, AL 36606
251-661-4747 | thebethelgroup.com

C2408-001 – 7211 Cottage Hill Road – ZON-UDC-3163-2024

Vince,

Staff has completed its review of the above Rezoning application. The following must be addressed before the application can be considered complete and placed on an agenda:

1. If you have not done so already, please provide the DWG AutoCAD file for the site plan to our GIS staff (Marine has been copied here for your convenience); **DONE**
2. Please provide the date, time, and location proposed for the upcoming Neighborhood Meeting for the Rezoning request. **CLIENT SENT TO PLANNING AND ZONING**
3. All required compliant Neighborhood Meeting documents must be submitted to Planning staff by no later than January 1, 2025; and
4. Please submit a complete Subdivision Application.
    a. The site proposed for rezoning appears to be comprised of two (2) metes-and-bounds parcels. Additionally, it seems like you are proposing to exclude the existing cell tower lease parcel from the rezoning request (which would create a split zoned parcel). As such, you will need to submit a two (2) lot Subdivision request to combine the two (2) existing metes-and-bounds parcels into one (1) and to delineate the cell tower lease parcel into its own separate lot. This will convert all parcels into legal lots of record and avoid split zoning any parcel. **DONE**

Once all items have been addressed, and a complete Subdivision application has been submitted, an invoice will be issued for both sets of application fees to be processed. It is important to note that the application will not be considered complete until all of the above have been addressed and fees have been processed. If items 1, 2, and 4 are completed by **no later than noon on 12/16/2024** the applications may proceed concurrently and will be placed on the agenda for the 1/16/2024 Planning Commission meeting. If you are not able to meet the above deadline or if all Neighborhood Meeting Documentation is not received by 1/1/2025, BOTH cases will be heldover until such time as they are made complete.

Should you have any questions or concerns please don't hesitate to reach out.

Best Regards,
Payton W. Rogers, CAPZO
Planner II
Planning & Zoning

****SHABBIR HAS HIS NEXT NEIGHBORHOOD MEETING SCHEDULED FOR 7/30/2025 AND POLYSURVEYING WILL ALSO BE SUBMITTING THEIR REVISION TODAY AS WELL.**

DigiSign Verified - 8774e846-486( )74-a75b-b1a28f0f50ed

NEIGHBORHOOD MEETING

REZONING 7221 & 7211 Cottage Hill Road, Mobile AL 36695

Location: 7125 Hill Rd, Mobile AL 36695 (Episcopal Church of the Redeemer – Parish Building)

Date: July 30, 2025

Time: 4:00 PM – 5:30 PM

AGENDA DETAILS

I. INTRODUCTIONS

a. Brief introduction of meeting organizer(s).
b. Overview of meeting purpose.

II. OVERVIEW OF REZONING REQUEST

a. Explanation of the proposed rezoning changes.

III. OPEN DISCUSSION / RESIDENT FEEDBACK

a. Opportunity for attendees to voice opinions and concerns.
b. Collection of comments or written statements.

IV. CONCLUSION / CLOSING REMARKS

a. Thank you to the attendees for their participation.

Dear

This letter is to inform you that a Neighborhood meeting has been scheduled to discuss the following application that Star Signature Homes will be submitting to the Mobile City Planning Commission:

1. Application for Zoning Change to rezone the property at 7211 Cottage Hill Rd, Mobile, AL 36695 from Single Family-Residential District (R-1) to Multi-Family Residential District (R-3)

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

Date: July 30, 2025

Time: 4:00pm-5:30pm

Location: Episcopal Church of the Redeemer
7125 Hitt Rd., Mobile AL 36695 (Parrish Building)

You are receiving this notice because your property is located within 300 feet of 7211 Cottage Hill Rd, Mobile Al 36695, 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,

Shabbir Hossain
Star Signature Homes LLC
1442 W. I-65 Service Rd S
Mobile, AL 36693
sh@starsignaturehomes.com

KEYX	PARCEL	NAME
1104156	R023303064000058.000	COLLIER AUGUST FRANK & MARIE ANNE COLLIER
1103692	R023303064000005.000	SOUTHERN STATE LIFE INSURANCE COMPANY
1103781	R023303064000013.000	BLACKMON MAYO & MONTECALVO CYNTHIA
1103790	R023303064000014.000	RP&G LLC
1103807	R023303064000015.000	BOONE KEITH L
1103816	R023303064000016.000	CPAP SOLUTIONS INC
1818894	R023303064000017.001	DELTA DEVELOPMENT L L C
2246117	R023303064000046.003	LUKE 4:18 FELLOWSHIP INC
1512802	R023303064000054.000	LIBERTY REALTY LLC 1
1104147	R023303064000055.000	ROBISON FRANCES W ATTN THOMAS DANIEL WILLIS III
2046100	R023303064000060.001	COTTAGE AIR OFFICE BUILDING LLC C/O CLIMATE CONTROL
1104192	R023303064000062.000	CARPENTER HOMES INC
1104218	R023303064000065.000	STAR SIGNATURE HOME LLC
1104227	R023303064000066.000	STAR SIGNATURE HOME LLC
4007509	R023303064000067.002	LUKE 4:18 FELLOWSHIP INC,
1.3E+07	R023303064000020.001	SOUTH ALABAMA ENTERPRISES INC
1104236	R023303064000067.000	LUKE 4:18 FELLOWSHIP INC

MAIL_ADDR1	MAIL_CITY	MAIL_STATE	MAIL_ZIP
2661 LYNNDELL DR	MOBILE	AL	36695
PO BOX 804	DECHERD	TN	37324
10185 HUNTERS TRCE N	MOBILE	AL	36608
7200 COTTAGE HILL RD	MOBILE	AL	36695
205 E GREENWICH AVE	ROOSEVELT	NY	11575
PO BOX 850753	MOBILE	AL	36685
8050 COTTAGE HILL RD	MOBILE	AL	36695
2664 SOLLIE RD	MOBILE	AL	36695
2735 BENNINGTON DR	MOBILE	AL	36695
6750 LOTT RD	SEMMES	AL	36575
3230 RIVERVIEW POINT DR	THEODORE	AL	36582
7267 COTTAGE HILL RD	MOBILE	AL	36695
1442 W I65 SERVICE RD S	MOBILE	AL	36693
1442 W I65 SERVICE RD S	MOBILE	AL	36693
2664 SOLLIE RD	MOBILE	AL	36695
8050 COTTAGE HILL RD	MOBILE	AL	36695
2664 SOLLIE RD	MOBILE	AL	36695

UNITED STATES POSTAL SERVICE.

COTTAGE HILL
705 OAK CIRCLE DR W
MOBILE, AL 36609-9998
www.usps.com

07/11/2025 02:52 PM

Product	Qty	Unit Price	Price
U.S. Army 250th	19	$0.73	$13.87
Grand Total:			$13.87

Debit Card Remit $13.87
Card Name: VISA
Account #: XXXXXXXXXXXX2312
Approval #: 117106
Transaction #: 488
Receipt #: 060444
Debit Card Purchase: $13.87
AID: A0000000980840 Contactless
AL: US DEBIT



Add a Caption

Tuesday • Jul 15, 2025 • 3:55 PM

Adjust

IMG_2270

Apple iPhone 14

Ultra Wide Camera — 13 mm ƒ2.4

12 MP • 4032 × 3024 • 3 MB VIBRANT

ISO32 19mm 0ev ƒ2.4 1/1277s



Add a Caption

Tuesday • Jul 15, 2025 • 3:54 PM

Adjust

IMG_2269

Apple iPhone 14

Main Camera — 26 mm ƒ1.5

12 MP • 4032 × 3024 • 1.1 MB VIBRANT

ISO50 108mm 0ev ƒ1.5 1/11364s

City of Mobile · Planning & Zoning

Neighborhood Meeting Cover Sheet

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

Date of Submittal: 8/6/2025

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):

Rezoning application for R1 - R3 on College Hill Rd

Neighborhood Meeting Date: July 30, 2025

Neighborhood Meeting Time: 4:00 - 5:20

Neighborhood Meeting Location: Episcopal Church
7125 Hitt Rd, Mobile, AL 36695

The following documents are enclosed (place a checkmark where applicable):

- ✓ Dated photograph(s) of the posted sign(s)
- ✓ The verified address list of surrounding property owners to whom notification was provided
- ✓ A copy of the notice advertising the Neighborhood Meeting
- ✓ A sign-in sheet documenting meeting attendance
- ✓ A written summary or minutes of the meeting
- ✓ Copies of any site plans, building elevations or other documents provided of referenced at the meeting
- ___ Additional documents (Describe: _____)

Applicant's Name: Shalbir Hossain
(First Name & Last Name)

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

X _____ **Date:** 8/6/2025

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 Meetings (Article 5, Section 64-5-4)

Applicability. Neighborhood Meetings are required for the following requests:

1. Any Rezoning to a higher zoning classification (e.g. R-1 to R-3).
2. Any application to create or modify a Planned Development (*not to include modifications to Planned Unit Developments and Planning Approvals approved prior to March 1, 2023*).
3. Any Conditional Use Permit.

Timing. Neighborhood Meetings must be held as follows:

1. No more than 60 days prior to the Planning Commission meeting for which an application is to be, or is filed.
2. A meeting must be held no less than 21 days prior to the Planning Commission meeting for which an application is filed.

***Applicants are encouraged to hold the required Neighborhood Meeting before filing their Planning Commission application.

Notice

1. Signs.
   a. One (1) weatherproof sign needs to be placed on the property, per street frontage, or per 400 linear feet of street frontage (if the site has more than 400 feet of street frontage).
   b. Please see the enclosed example sign to determine what information is required to be placed on the sign(s).
   c. Signs are to be placed no more than 30 days before, and no less than 10 calendar days before the Neighborhood Meeting. Signs must be removed within three (3) working days after the meeting.
2. Postal Notification.
   a. All property owners within 300 feet of the subject site, the Planning and Zoning Department, and the applicable City Council representative are required to be notified of the Neighborhood Meeting no less than 15 days before the meeting (see attached "how-to" guide to obtain this neighboring property owners' information).
   b. Postal notices must contain the following information:
      i. Type of application being submitted (Rezoning, Conditional Use, Planned Development, etc.);
      ii. A synopsis of the proposal; and
      iii. Time, date and location of the Neighborhood Meeting.
      iv. Applicant or agent's valid phone number and email address.

Proceedings of Neighborhood Meeting

1. Neighborhood Meetings must be held in a public or institutional building near the proposed project site (e.g. school, library, community center, etc.). ***If the Neighborhood Meeting is proposed to be held more than one (1) mile from the subject site, you must first contact the Planning and Zoning Department to discuss.
2. Neighborhood Meetings shall be held on weekdays, between the hours of 4:00 p.m. and 8:00 p.m.
3. A Neighborhood Meeting must be scheduled to last at least 1.5 hours.
4. At the Neighborhood Meeting, the applicant or their agent shall provide a complete overview of the proposed application, including a description of the project, and a complete explanation and details of the project sufficient enough for neighbors to gain an understanding of the application.
    a. For Conditional Use Permits and Planned Developments, a site plan and building elevations shall also be provided.

Required documentation for a Neighborhood Meeting that was held PRIOR to submitting a Planning Commission application:

1. After the Neighborhood Meeting the applicant shall prepare the following materials to submit with their application:
    a. Dated photograph(s) of the posted sign(s);
    b. The address list of neighboring property owners to whom notice of the meeting was sent;
    c. A copy of the notice sent to neighboring property owners;
    d. The date and location of the meeting;
    e. A sign-in sheet documenting meeting attendance;
    f. Written summary or minutes of the meeting;
    g. Copies of any site plans, building elevations or other documents provided or referenced in the meeting.
2. The applicant must sign the Neighborhood Meeting documentation before submitting it to the Planning and Zoning Department.
3. All Neighborhood Meeting documentation must be submitted no less than 15 days before the Planning Commission meeting date.
    a. Failure to provide documentation within the prescribed time period will result in an automatic holdover of the application(s).
    b. Any material changes to the application(s) and associated plans and documents will result in an automatic holdover.
    c. Holdovers will be charged another application fee, including postage for the Planning and Zoning Department to resend public hearing notices.

Required documentation for a Neighborhood Meeting that has not yet been held prior to submitting a Planning Commission application:

1. A statement of the date, time and location where the Neighborhood Meeting will occur; and
2. A list of all property owners receiving notice of the meeting.

Neighborhood Meeting Checklist:

✓ Neighborhood meeting scheduled not more than 60 days, and not less than 21 days, before the Planning Commission meeting date.

✓ Sign(s) posted on the subject property not more than 30 days, and not less than 10 days, before the Neighborhood Meeting.

✓ Notices advertising the Neighborhood Meeting prepared and mailed to all property owners within 300 feet of the subject property, the Planning and Zoning Department, and the applicable City Council representative no less than 15 days before the meeting.

✓ Neighborhood Meeting held.

✓ All required Neighborhood Meeting documentation gathered and signed by the applicant/agent:

- ✓ Dated photograph(s) of the posted sign(s)
- ✓ The verified address list of surrounding property owners to whom notification was provided
- ✓ A copy of the notice advertising the Neighborhood Meeting
- ✓ A sign-in sheet documenting meeting attendance
- ✓ A written summary or minutes of the meeting
- ✓ Copies of any site plans, building elevations or other documents provided of referenced at the meeting

✓ Sign(s) removed from the subject property within three (3) working days after the Neighborhood Meeting.

✓ All required meeting documentation submitted to the Planning and Zoning Department not less than 15 days before the Planning Commission meeting date.

MOBILE CITY PLANNING COMMISSION

NEIGHBORHOOD MEETING DEADLINES SCHEDULE

July 2024 – September 2025

JULY 18, 2024 MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the July 18th Planning Commission agenda.

Earliest Neighborhood Meeting:	Latest Neighborhood Meeting:
May 19th (Monday)	June 27th (Thursday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
May 4th (Saturday)	June 12th (Wednesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
April 19th (Friday)	May 28th (Tuesday)
Latest Posting of Signs:	**Latest Posting of Signs:**
May 9th (Thursday)	June 17th (Monday)

AUGUST 15, 2024 MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the August 15th Planning Commission agenda.

Earliest Neighborhood Meeting:	Latest Neighborhood Meeting:
June 17th (Monday)	July 25th (Thursday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
June 2nd (Sunday)	July 10th (Wednesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
May 18th (Saturday)	June 25th (Tuesday)
Latest Posting of Signs:	**Latest Posting of Signs:**
June 7th (Friday)	July 15th (Monday)

SEPTEMBER 19, 2024 MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the September 19th Planning Commission agenda.

Earliest Neighborhood Meeting:	Latest Neighborhood Meeting:
July 22nd (Monday)	August 29th (Thursday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
July 7th (Sunday)	August 14th (Wednesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
June 22nd (Saturday)	July 30th (Tuesday)
Latest Posting of Signs:	**Latest Posting of Signs:**
July 12th (Friday)	August 19th (Monday)

MOBILE CITY PLANNING COMMISSION

NEIGHBORHOOD MEETING DEADLINES SCHEDULE

July 2024 – September 2025

OCTOBER 17, 2024 MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the October 17th Planning Commission agenda.

Earliest Neighborhood Meeting:	Latest Neighborhood Meeting:
August 19th (Monday)	September 26th (Thursday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
August 4th (Sunday)	September 11th (Wednesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
July 20th (Saturday)	August 27th (Tuesday)
Latest Posting of Signs:	**Latest Posting of Signs:**
August 9th (Friday)	September 16th (Monday)

NOVEMBER 21, 2024 MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the November 21st Planning Commission agenda.

Earliest Neighborhood Meeting:	Latest Neighborhood Meeting:
September 23rd (Monday)	October 31st (Thursday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
September 8th (Sunday)	October 16th (Wednesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
August 24th (Saturday)	October 1st (Tuesday)
Latest Posting of Signs:	**Latest Posting of Signs:**
September 13th (Friday)	October 21st (Monday)

DECEMBER 19, 2024 MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the December 19th Planning Commission agenda.

Earliest Neighborhood Meeting:	Latest Neighborhood Meeting:
October 21st (Monday)	November 28th (Thursday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
October 6th (Sunday)	November 13th (Wednesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
September 21st (Saturday)	October 29th (Tuesday)
Latest Posting of Signs:	**Latest Posting of Signs:**
October 11th (Friday)	November 18th (Monday)

MOBILE CITY PLANNING COMMISSION

NEIGHBORHOOD MEETING DEADLINES SCHEDULE

July 2024 – September 2025

JANUARY 16, 2025 MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the January 16th Planning Commission agenda.

Earliest Neighborhood Meeting:	Latest Neighborhood Meeting:
November 18, 2024 (Monday)	December 26, 2024 (Thursday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
November 3, 2024 (Sunday)	December 11, 2024 (Wednesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
October 19, 2024 (Saturday)	November 26, 2024 (Tuesday)
Latest Posting of Signs:	**Latest Posting of Signs:**
November 8, 2024 (Friday)	December 16, 2024 (Monday)

FEBRUARY 20, 2025 MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the February 20th Planning Commission agenda.

Earliest Neighborhood Meeting:	Latest Neighborhood Meeting:
December 23, 2024 (Monday)	January 30, 2025 (Thursday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
December 8, 2024 (Sunday)	January 15, 2025 (Wednesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
November 23, 2024 (Saturday)	December 31, 2024 (Tuesday)
Latest Posting of Signs:	**Latest Posting of Signs:**
December 13, 2024 (Friday)	January 20, 2025 (Monday)

MARCH 20, 2025 MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the March 20th Planning Commission agenda.

Earliest Neighborhood Meeting:	Latest Neighborhood Meeting:
January 20, 2025 (Monday)	February 27, 2025 (Thursday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
January 5, 2025 (Sunday)	February 12, 2025 (Wednesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
December 21, 2025 (Saturday)	January 28, 2025 (Tuesday)
Latest Posting of Signs:	**Latest Posting of Signs:**
January 10, 2025 (Friday)	February 17, 2025 (Monday)

MOBILE CITY PLANNING COMMISSION

NEIGHBORHOOD MEETING DEADLINES SCHEDULE

July 2024 – September 2025

APRIL 17, 2025 MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the April 17th Planning Commission agenda.	
Earliest Neighborhood Meeting:	**Latest Neighborhood Meeting:**
February 17, 2025 (Monday)	March 27, 2025 (Thursday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
February 2, 2025 (Sunday)	March 12, 2025 (Wednesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
January 18, 2025 (Saturday)	February 25, 2025 (Tuesday)
Latest Posting of Signs:	**Latest Posting of Signs:**
February 7, 2025 (Friday)	March 17, 2025 (Monday)

MAY 15, 2025 MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the May 15th Planning Commission agenda.	
Earliest Neighborhood Meeting:	**Latest Neighborhood Meeting:**
March 17, 2025 (Monday)	April 24, 2025 (Thursday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
March 2, 2025 (Sunday)	April 9, 2025 (Wednesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
February 15, 2025 (Saturday)	March 25, 2025 (Tuesday)
Latest Posting of Signs:	**Latest Posting of Signs:**
March 7, 2025 (Friday)	April 14, 2025 (Monday)

JUNE 12, 2025 MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the June 12th Planning Commission agenda.	
Earliest Neighborhood Meeting:	**Latest Neighborhood Meeting:**
April 14, 2025 (Monday)	May 22, 2025 (Thursday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
March 30, 2025 (Sunday)	May 7, 2025 (Wednesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
March 15, 2025 (Saturday)	April 22, 2025 (Tuesday)
Latest Posting of Signs:	**Latest Posting of Signs:**
April 4, 2025 (Friday)	May 12, 2025 (Monday)

MOBILE CITY PLANNING COMMISSION

NEIGHBORHOOD MEETING DEADLINES SCHEDULE

July 2024 – September 2025

JULY 17, 2025 MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the July 17th Planning Commission agenda.

Earliest Neighborhood Meeting:	Latest Neighborhood Meeting:
May 19, 2025 (Monday)	June 26, 2025 (Thursday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
May 4, 2025 (Sunday)	June 11, 2025 (Wednesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
April 19, 2025 (Saturday)	May 27, 2025 (Tuesday)
Latest Posting of Signs:	**Latest Posting of Signs:**
May 9, 2025 (Friday)	June 16, 2025 (Monday)

AUGUST 21, 2025 MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the August 21st Planning Commission agenda.

Earliest Neighborhood Meeting:	Latest Neighborhood Meeting:
June 23, 2025 (Monday)	July 31, 2025 (Thursday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
June 8, 2025 (Sunday)	July 16, 2025 (Wednesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
May 24, 2025 (Saturday)	July 1, 2025 (Tuesday)
Latest Posting of Signs:	**Latest Posting of Signs:**
June 13, 2025 (Friday)	July 21, 2025 (Monday)

SEPTEMBER 18, 2025 MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the September 18th Planning Commission agenda.

Earliest Neighborhood Meeting:	Latest Neighborhood Meeting:
July 21, 2025 (Monday)	August 28, 2025 (Thursday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
July 6, 2025 (Sunday)	August 13, 2025 (Wednesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
June 21, 2025 (Saturday)	July 29, 2025 (Tuesday)
Latest Posting of Signs:	**Latest Posting of Signs:**
July 11, 2025 (Friday)	August 18, 2025 (Monday)

DigiSign Verified - 8774e846-486 74-a75b-b1a28f0f50ed

Neighborhood Meeting

Date: July 30, 2025

Time: 4:00 PM - 5:30 PM

Location of Neighborhood Meeting: Parish Building
Episcopal Church of the Redeemer
7125 Hitt Rd, Mobile AL 36695

Project Location: 7211 & 7221 Cottage Hill Rd, Mobile AL 36609

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

Rezoning from R-1 to R-3

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

X _____ Date: 7/30/2025

Please Sign In:

Name: Benny Snow Email: BSnowL@ATT.com
Address: 7421 Cottage Hill Phone: 251-232 2447

Name: Martin Dorsett Email: MDORSETT59@GMAIL.COM
Address: 7664 Sollie Rd Phone: 251-281-1481 OFFICE
(Luke 4:18 Fellowship) 251-401-0774 CELL

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

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

DigiSign Verified - 8774e846-486 74-a75b-b1a28f0f50ed

Neighborhood Meeting Sign-In Sheet

Date: July 30, 2025 **Meeting Location:** 7125 Hitt Rd, Mobile AL 36695

Applicant: Star Signature Homes LLC **Application(s):** Rezoning R-1 to R-3

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

DigiSign Verified - 8774e846-486 74-a75b-b1a26f0f50cd

Neighborhood Meeting Sign-In Sheet
Date: July 30, 2025
Applicant: Star Signature Homes, LLC

Meeting Location: 7125 Hitt Rd, Mobile AL 36695
Application(s): Rezoning R-1 to R-3

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

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

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

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

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

DigiSign Verified - 8774c846-486 74-a75b-b1a28f0f50ed

Neighborhood Meeting Summary

Meeting Date: July 30, 2025

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

Meeting Location: Episcopal Church of the Redeemer
7125 Hitt Rd. Mobile AL 36695

Below is a summary of the proposed project presented at the Neighborhood Meeting:

During the neighborhood meeting, we presented the proposed site plan, which includes 12 college-style multi-family buildings resulting in a total of 24 units. The current plan is to develop luxury multi-family rental units designed to enhance the neighborhood character while high quality housing options.

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

Site Plan

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):

At the neighborhood meeting, the proposed Zoning change and site plan were presented for Community input. The following individuals spoke and provided feedback:

- Mr. Ronnie Sims expressed that he is not opposed to the proposed Zoning change. He suggested that developing an age targeted / senior-friendly community

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Neighborhood Meeting Summary
Date: July 30, 2025
Applicant: Star Signature Homes, LLC

Meeting Location: 7125 Hitt Rd, Mobile AL 36695
Application: Rezoning R-1 to R-3

(Meeting summary, continued)
could be beneficial option for the area.
- Mr. Martin Dorsett, also owns the lot adjacent to the subject property, noted that his fence was accidentally damaged during the clearing of the lot. He requested that it be repaired. Mr. Dorsett also voiced his support for the project and did not raise any objections to the proposed development.

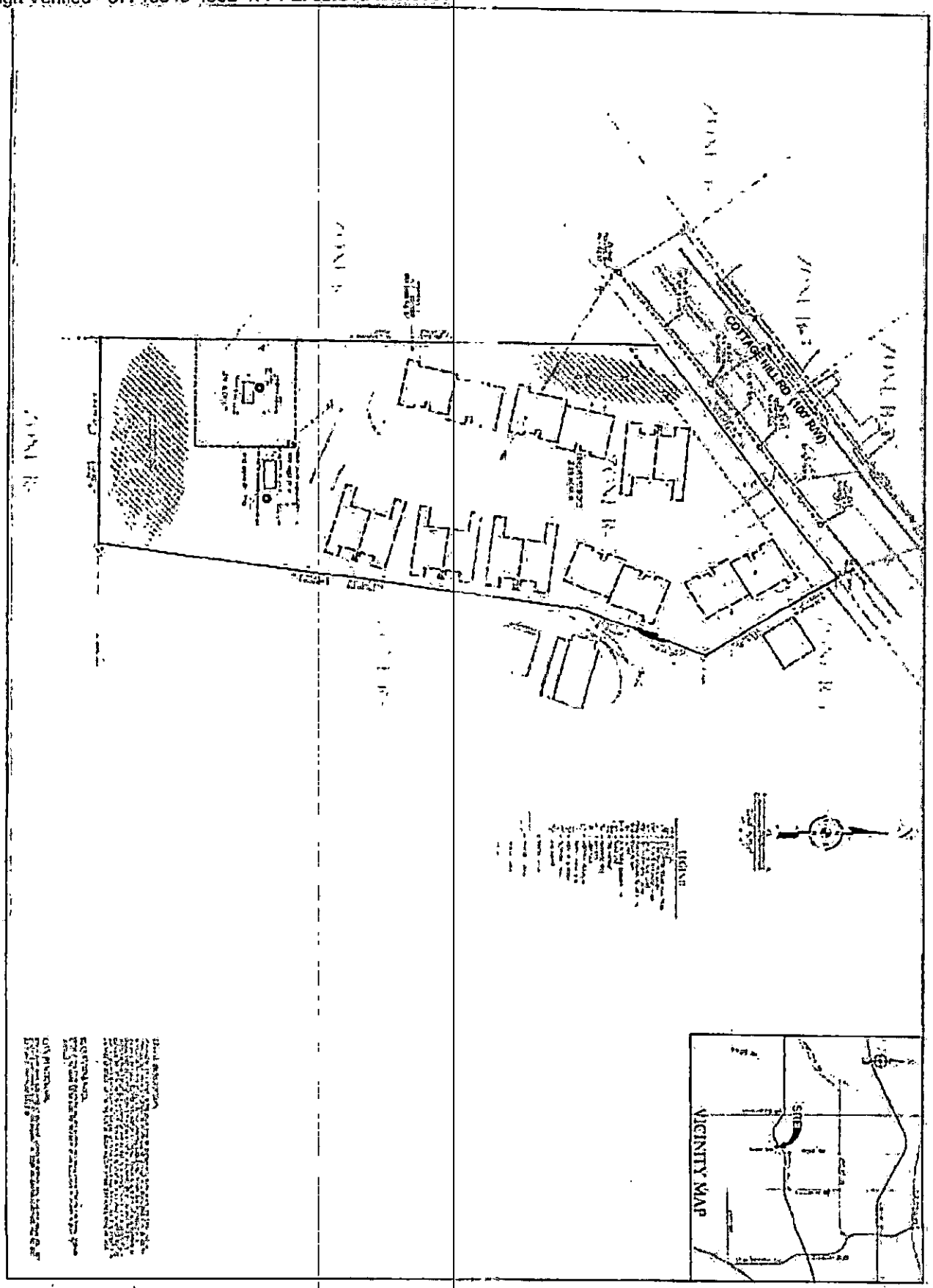
If meeting minutes were recorded, please provide a copy of the written minutes with this summary.

The Neighborhood Meeting ended at the following time: July 20, 5:30 pm.

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

X [signature] Date: July 31, 2025

DigiSign Verified - 8774e846-4862-4774-a75b-b1a28f0f50cd



City of Mobile • Planning & Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits** Checklist A

☒ **Rezoning, Text Amendment, or Specific Area Plan Amendments** Checklist B

☐ **Planned Development** Checklist C

☐ **Previously approved Planning Approvals or Planned Unit Development** Checklist D

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

---

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

	Applicant	Agent (If Applicable)
Name:	Shabbir Hossain	Vincent D. LaCoste II
Firm:	Star Signature Homes LLC	Bethel Engineering
Phone:	251-214-4727	251-661-4747
Email:	sh@starsignaturehomes.com	civil@bethel-eng.com
Address:	1442 W I-65 Service Road S Mobile Al 36693	3633 Executive Park Drive Mobile Al 36606

	Owner	Design Professional
Name:	Shabbir Hossain	Vincent D. LaCoste II
Firm:	Star Signature Homes LLC	Bethel Engineering
Phone:	251-214-4727	251-661-4747
Email:	sh@starsignaturehomes.com	civil@bethel-eng.com
Address:	1442 W I-65 Service Road S Mobile Al 36693	3633 Executive Park Drive Mobile Al 36606

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

7211 Cottage Hill Road — Property Address

3.88 — Property Area (acres or square feet)

R023303064000066.000 — Parcel Number(s) or Key Number(s)

R-1 — Present Zoning or Transect District

R-3 — 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.

SHABBIR HOSSAIN — Owner Signature

12 / 03 / 2024 — Date

[signature] — Applicant or Agent Signature (if applicable)

12/3/2024 — 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.

[signature] — Applicant or Agent Signature

12/3/2024 — Date

CHECKLIST B
Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

- ☒ Planning Commission Application
- ☐ Neighborhood Meeting documentation
- ☒ Boundary Plan
- ☒ A Concept Plan or Site Plan due to complexity of project or if required by Planning Commission
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer

---

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   This proposal will allow for residential duplex houses to be built, which will promote a mix of housing types in this area to meet the residents diverse needs. This project will improve a large, mostly vacant property.

   mixed commercial corridor — Future Land Use Map (FLUM) Designation

   R-3 — 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.
   This proposal will allow for planned new duplexes to provide affordable housing.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.
   The property is zoned R-1. To allow for more affordable housing, R-3 is requested to allow duplex houses.

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.
   There have been very little developements in this area for many years.

2. Describe the surrounding land uses.
   There are adjacent properties zoned R-1 and B3.

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.
   I am not aware of any adverse impacts this project presents.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.
   No traffic impacts are anticipated

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.
   The project will allow for vacant property in an area of the city in need of development to develop duplexes to provide for affordable housing.

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

N/A

TO TAKE PLACE AFTER SUBMITTAL

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?

Dropbox Sign

Audit trail

Title	Cottage Hill Application
File name	APPLICATION.pdf
Document ID	1da8b4029e52e058cc33e1496a8ee6552fd7ab8e
Audit trail date format	MM / DD / YYYY
Status	Signed

Document History

SENT	**12 / 03 / 2024** 16:32:49 UTC	Sent for signature to Shabbir Hossain (sh@starsignaturehomes.com) from denise@bethel-eng.com IP: 170.249.168.106
VIEWED	**12 / 03 / 2024** 16:34:06 UTC	Viewed by Shabbir Hossain (sh@starsignaturehomes.com) IP: 107.116.180.67
SIGNED	**12 / 03 / 2024** 16:35:15 UTC	Signed by Shabbir Hossain (sh@starsignaturehomes.com) IP: 107.116.180.67
COMPLETED	**12 / 03 / 2024** 16:35:15 UTC	The document has been completed.

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project 7721 & 7211 Cottage Hill Road - Shabbir Hossain

Address same as above

Owner Star Signature Homes LLC

Address 1442 W I-65 Service Road S Mobile Al Zip Code 36693

Phone 251-214-4727 Fax _____ Email sh@starsignaturehomes.com

Authorized Agent Bethel Engineering

Address 3233 Executive Park Circle Mobile Al Zip Code 36606

Phone 251-661-4747 Fax _____ Email civil@bethel-eng.com

Contractor _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer Bethel Engineering

Address 3233 Executive Park Circle Mobile Al Zip Code 36606

Phone 251-661-4747 Fax _____ Email civil@bethel-eng.com

Architect _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Submitted by:

Signature

Vincent D. LaCoste

Print

7/21/2025

Date

Civil Engineer

Affiliation to project/Organization

bethel ENGINEERING

December 3, 2024

Planning & Zoning Department
City of Mobile
P.O. Box 1827
Mobile, AL 36699

JSUTIFICATION

This proposal will allow for residential duplex houses to be built which will promote a mix of housing types in this area to meet the residents' diverse needs.

Thank You,

Vincent D. LaCoste II

3233 EXECUTIVE PARK CIRCLE | MOBILE, AL 36606 | 251-661-4747
bethel-eng.com

R023303064000005.000
SOUTHERN STATE LIFE INSURANCE COMPANY
PO BOX 804
DECHERD TN 37324

R023303064000013.000
BLACKMON MAYO & MONTECALVO CYNTHIA
10185 HUNTERS TRCE N
MOBILE AL 36608

R023303064000014.000
RP&G LLC
7200 COTTAGE HILL RD
MOBILE AL 36695

R023303064000015.000
BOONE KEITH L
205 E GREENWICH AVE
ROOSEVELT NY 11575

R023303064000016.000
CPAP SOLUTIONS INC
P O BOX 850753
MOBILE AL 36685

R023303064000017.001
DELTA DEVELOPMENT L L C
8050 COTTAGE HILL RD
MOBILE AL 36695

R023303064000046.003
LUKE 4:18 FELLOWSHIP INC
2664 SOLLIE RD
MOBILE AL 36695

R023303064000054.000
LIBERTY REALTY LLC 1
2735 BENNINGTON DR
MOBILE AL 36695

R023303064000055.000
ROBISON FRANCES W
2687 LYNNDELL DR
MOBILE AL 36695

R023303064000058.000
COLLIER AUGUST FRANK & MARIE ANNE COLLIER
2661 LYNNDELL DR
MOBILE AL 36695

R023303064000060.001
COTTAGE AIR OFFICE BUILDING LLC C/O CLIMATE CONTROL
7291 COTTAGE HILL RD
MOBILE AL 36695

R023303064000062.000
CARPENTER HOMES INC
7267 COTTAGE HILL RD
MOBILE AL 36695

R023303064000065.000
STAR SIGNATURE HOME LLC
1442 W I65 SERVICE RD S
MOBILE AL 36693

R023303064000066.000
STAR SIGNATURE HOME LLC
1442 W I65 SERVICE RD S
MOBILE AL 36693

R023303064000067.002
LUKE 4:18 FELLOWSHIP INC,
2664 SOLLIE RD
MOBILE AL 36695

R023303064000020.001
SOUTH ALABAMA ENTERPRISES INC
8050 COTTAGE HILL RD
MOBILE AL 36695

R023303064000067.000
LUKE 4:18 FELLOWSHIP INC
2664 SOLLIE RD
MOBILE AL 36695

Planning Commission
September 18, 2025

Agenda Item # 2 - HOLDOVER

SUB-003240-2025 & ZON-UDC-003426-2025

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:
7211 & 7221 Cottage Hill Road

Subdivision Name:
Star Light at Cottage Hill Subdivision

Applicant / Agent:
Shabbir Hossain / Vincent D. LaCoste, II, Bethel Engineering

Property Owner(s):
Star Signature Homes, LLC

Current Zoning:
R-1, Single-Family Residential Suburban District

Proposed Zoning:
R-3, Multi-Family Residential Suburban District

Future Land Use:
Mixed Commercial Corridor

Applicable Codes, Policies, and Plans:

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

Proposal:

- Subdivision approval to create two (2) legal lots of record.
- Rezoning from R-1 to R-3
  - 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:

- Subdivision of two (2) lots; and
- Rezoning from R-1 to R-3.

Report Contents: **Page**

Context Map 2
Holdover Comments 3
Holdover Considerations 3
Site History 4
Staff Comments 5
Commission Considerations 9
Exhibits 11

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential and commercial units.

APPLICATION NUMBER 2 DATE September 18, 2025

APPLICANT Star Light at Cottage Hill Subdivision

REQUEST Subdivision, Rezoning from R-1 to R-3

N

NTS

HOLDOVER COMMENTS

The applications were held over from the August 21st meeting, with revisions required to be submitted no later than Tuesday, September 2nd, in order to address the following:

1. Revise the plat to clearly depict the configuration of both proposed lots;
2. Revise the plat to clearly depict either the minimum existing right-of-way width or a dedicated 100-foot-wide right-of-way, which is greater, along Cottage Hill Road;
3. Revise the plat to include the area of the second lot in both square feet and acres;
4. If the applicant instead intends to create three (3) legal lots to correspond with the boundaries of the lease parcels, the applicant must submit a revised plat, new mailing labels, and additional fees for the third lot.

No additional information was provided by the applicant for staff's review. As a result, staff is unable to determine whether the proposed subdivision meets the minimum requirements of the Subdivision Regulations for lots served by public water and sanitary sewer in either an R-1 Suburban District or an R-3 Suburban District, as proposed via the rezoning application.

Sections 10.C.3. and 10.C.3.(a) of the Subdivision Regulations allow a subdivision application to be held over one (1) time, with any additional holdover requiring a new application and fees. Because the proposed subdivision would not create a split-zoning condition or other regulatory conflict, its approval is not dependent on the outcome of the rezoning request. The Planning Commission may take action on the subdivision independently, based on whether it meets the minimum requirements of the Subdivision Regulations.

Similarly, Article 5, Section 64-5-5.D.2.(b) of the Unified Development Code limits a rezoning application to one (1) holdover. Approval of the rezoning is not contingent upon subdivision approval, provided the legal description accurately identifies the property boundaries. The Planning Commission may act on each request independently, taking action on the rezoning and subdivision separately, as appropriate.

SUBDIVISION HOLDOVER CONSIDERATIONS

Standards of Review:

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

Considerations:

The Subdivision request is under review for the following considerations:

1. Compliance with Section 5.A.2(e) of the Subdivision Regulations regarding the required lot information necessary to meet minimum subdivision plat standards.
2. Compliance with Section 6.B.9 of the Subdivision Regulations regarding the minimum existing right-of-way along Cottage Hill Road or dedication to provide a 100-foot-wide right-of-way, whichever is greater.

REZONING HOLDOVER 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 approving the Rezoning request it should be subject to the following condition(s):

1. Full compliance with all municipal codes and ordinances.

SITE HISTORY

The site was officially annexed into the City of Mobile as part of the *Cottage Hill Corridor Annexation*, adopted by the City Council on May 9, 2023.

Historically, the property has been used for residential purposes, except for a telecommunications tower located on a leased parcel near the south and west property lines. The telecommunications tower was constructed prior

to annexation and may be considered non-conforming, subject to the applicable provisions of Article 6 of the Unified Development Code (UDC).

There are no Planning Commission or Board of Zoning Adjustment cases 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. Show and label LOT 2.
C. 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 – 6,000 SF AND LOT 2 – NONE.
D. 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.
E. 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.
F. 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.
G. 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.
H. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
I. 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:

No comments.

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 two (2) existing metes-and-bounds parcels. The site is served by public water and sanitary sewer.

The preliminary plat illustrates a single proposed lot, labeled Lot 1, and two (2) lease parcels, each of which exceeds 3,000 square feet in area and are developed with a telecommunications tower and associated equipment. Under current regulations, any parcel 3,000 square feet or more must be established as a legal lot of record. Although the lease parcels existed in their current configuration prior to annexation, the concurrent Rezoning application reflects an intent to redevelop the property, thereby triggering the requirement for full compliance with current regulations, including the Subdivision Regulations.

As the Subdivision request is for two (2) legal lots, the plat must be revised to clearly depict the configuration of both proposed lots, as staff cannot infer the intent of their design from the application materials provided.

If the applicant instead intends to create three (3) legal lots—to correspond with the boundaries of the lease parcels—then the application will need to be held over. In that case, the applicant must submit a revised plat, new mailing labels, and additional fees for the third lot before the application may proceed.

The site fronts Cottage Hill Road, classified as a Minor Arterial Street, which requires a 100-foot-wide right-of-way at this location. Although the preliminary plat reflects a varying right-of-way width, internal mapping data and parcel records suggest that sufficient right-of-way exists. Therefore, if approved, the plat must be revised to clearly depict either the minimum existing right-of-way width or a dedicated 100-foot-wide right-of-way, whichever is greater.

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Additionally, two existing easements are shown: a 30-foot-wide access easement along the west property line and a 20-foot-wide access easement near the east property line. Both easements are proposed to be vacated in favor of the newly illustrated access and utilities easements.

Rezoning

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construction of residential duplex houses, which is intended to promote a diverse mix of housing types to better accommodate the varied needs of prospective residents.

Additional details and the full application may be viewed using the link provided on Page 1 of this report.

The subject site is bordered by properties zoned R-1 to the east, south, and west, which are generally developed with single-family residential housing. To the north, properties are zoned B-3, Community Business Suburban District, supporting a mix of commercial uses.

The land use along this segment of Cottage Hill Road includes a mix of single-family residences, religious institutions, warehousing, general retail, and office uses. However, the predominant land use in the immediate vicinity remains single-family residential.

The Unified Development Code (UDC) and its associated zoning map are based on long-range comprehensive planning studies and serve to guide orderly and desirable development. Casual or unsupported amendments to the UDC can undermine this goal. Therefore, rezoning requests are evaluated based on 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, no justification was submitted by the applicant addressing these criteria.

According to the Future Land Use Map, the site lies within a mixed-commercial corridor. While the Future Land Use Plan primarily envisions commercial and office uses, it acknowledges that multi-family residential uses may be appropriate as a secondary use. Given the mixed-use nature of the corridor—despite its predominantly residential character—the proposal may merit consideration. However, without supporting analysis from the applicant, the request lacks documentation of how it meets the above criteria.

If approved, R-3 zoning would permit a more intense residential use of the property by right, beyond the applicant's conceptual plan (which shows eight duplex structures, totaling 16 dwelling units). Approval of the rezoning would not limit development to this specific layout or intensity. Therefore, the Planning Commission must consider whether the rezoning is appropriate in light of:

- The character of surrounding development
- The compatibility of multi-family housing along this specific segment of Cottage Hill Road
- The lack of formal justification based on UDC criteria
- The potential impacts—positive or negative—on the existing neighborhood

While the site's location along a designated corridor and adjacent to B-3 zoning could support a transition in land use intensity, approval should be based on a clear determination that the request aligns with both the intent of the Comprehensive Plan and the UDC's rezoning criteria.

SUBDIVISION CONSIDERATIONS

Standards of Review:

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

Considerations:

The Planning Commission should consider a holdover of the request until the September 18, 2025, meeting, with revisions submitted no later than Tuesday, September 2nd, to allow the applicant to address the following:

1. Revise the plat to clearly depict the configuration of both proposed lots;
2. Revise the plat to clearly depict either the minimum existing right-of-way width or a dedicated 100-foot-wide right-of-way, which is greater, along Cottage Hill Road;
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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;

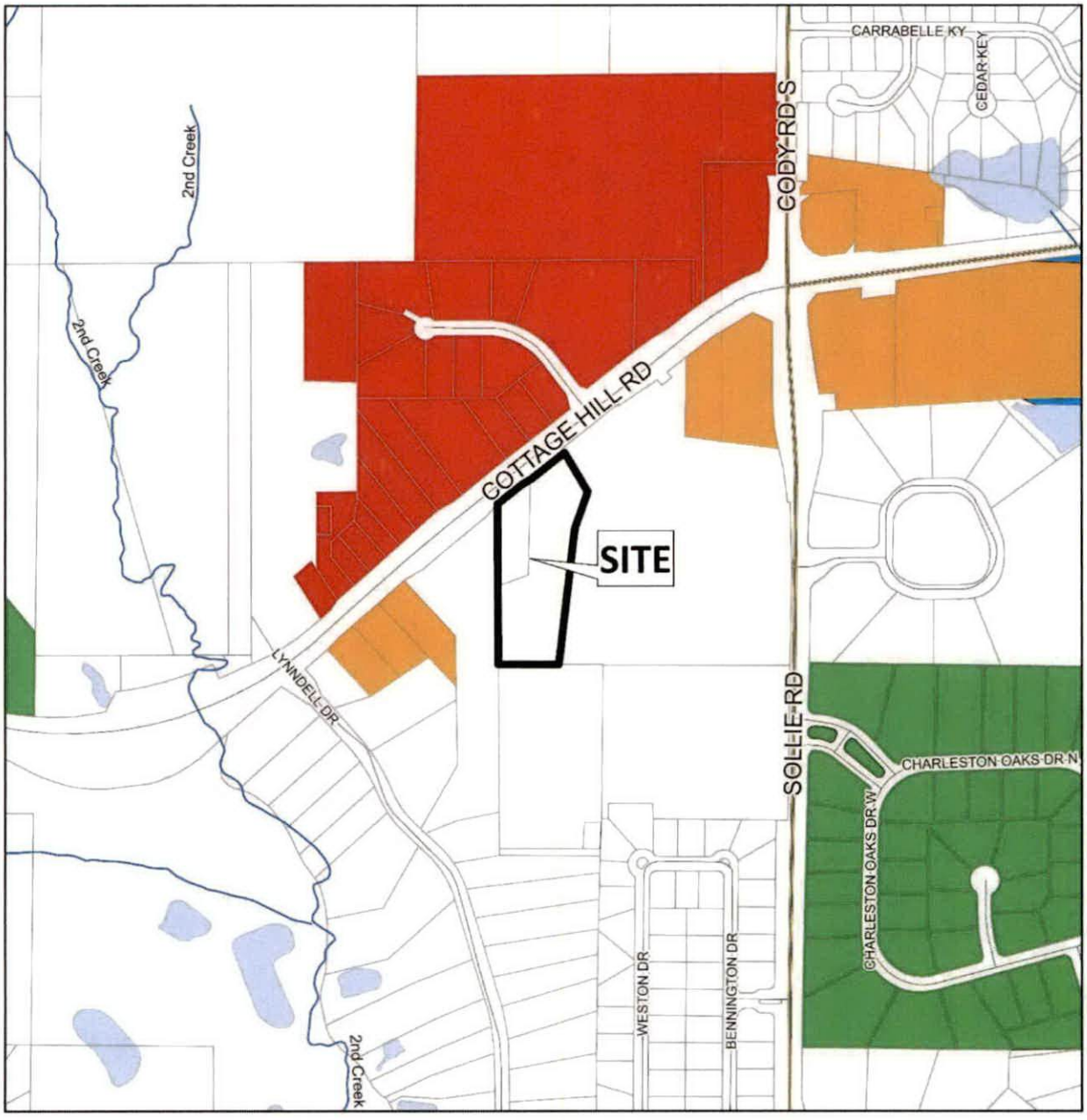
E) Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and
F) Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.
G) Benefits Consideration. In addition, consideration should also be given to the City's and 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:

The Planning Commission should consider a holdover of the request until the September 18, 2025, meeting to allow concurrent consideration with the accompanying subdivision application.

LOCATOR ZONING MAP



APPLICATION NUMBER 2 DATE September 18, 2025

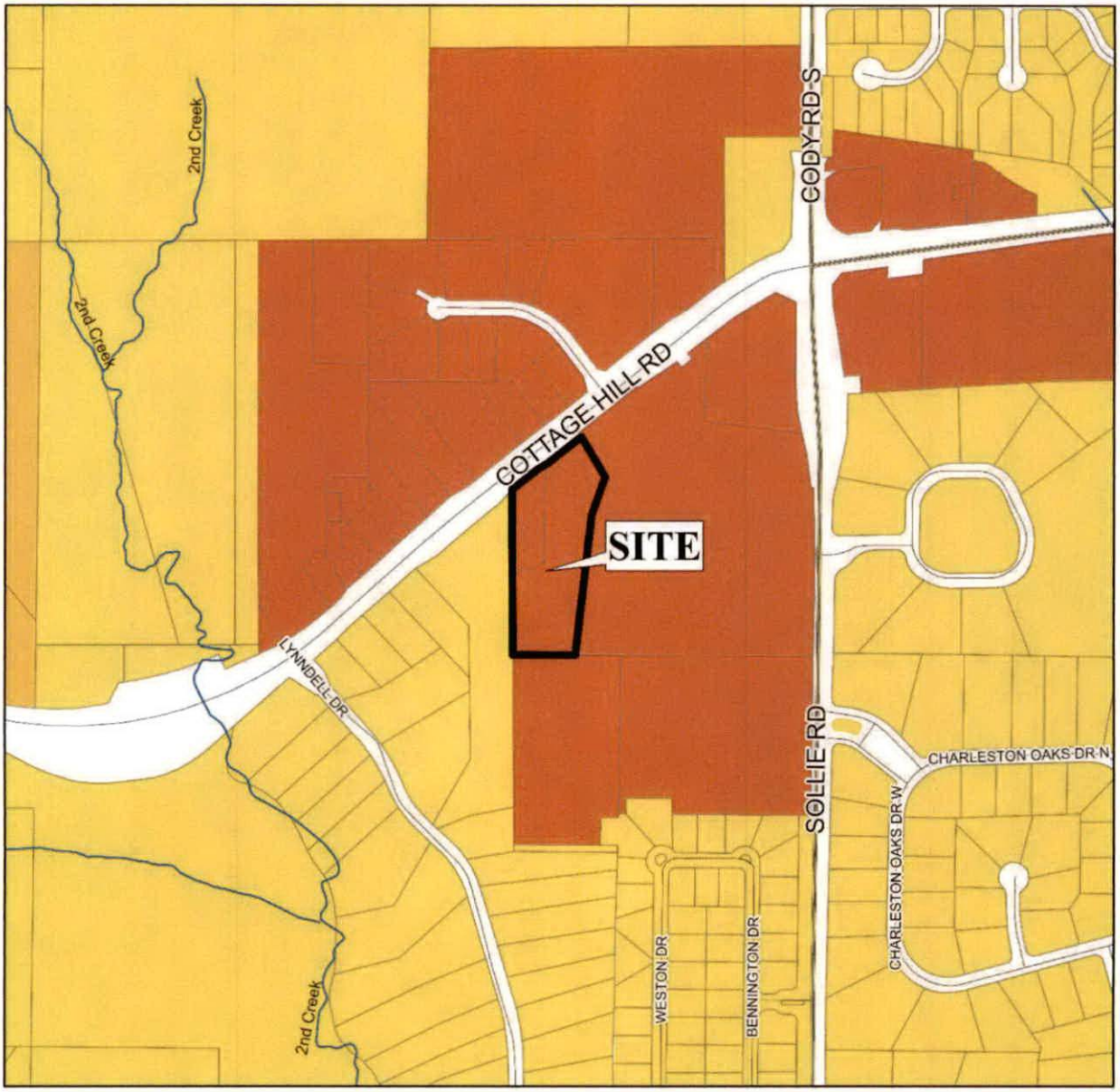
APPLICANT Star Light at Cottage Hill Subdivision

REQUEST Subdivision, Rezoning from R-1 to R-3

N

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FLUM LOCATOR MAP



APPLICATION NUMBER 2 DATE September 18, 2025

APPLICANT Star Light at Cottage Hill Subdivision

REQUEST Subdivision, Rezoning from R-1 to R-3

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential and commercial units.

APPLICATION NUMBER 2 DATE September 18, 2025

APPLICANT Star Light at Cottage Hill Subdivision

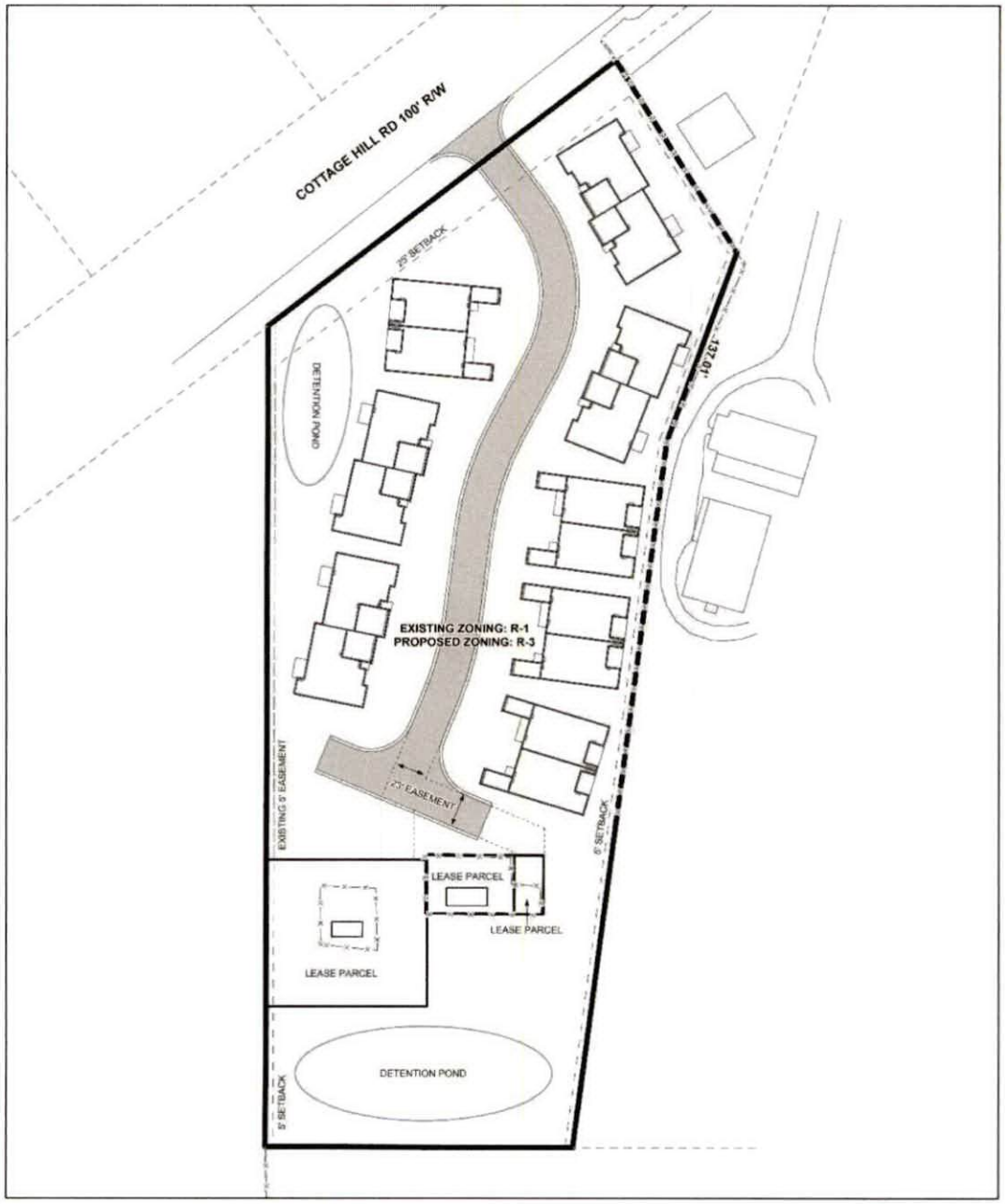
REQUEST Subdivision, Rezoning from R-1 to R-3

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	

N

NTS

SITE PLAN



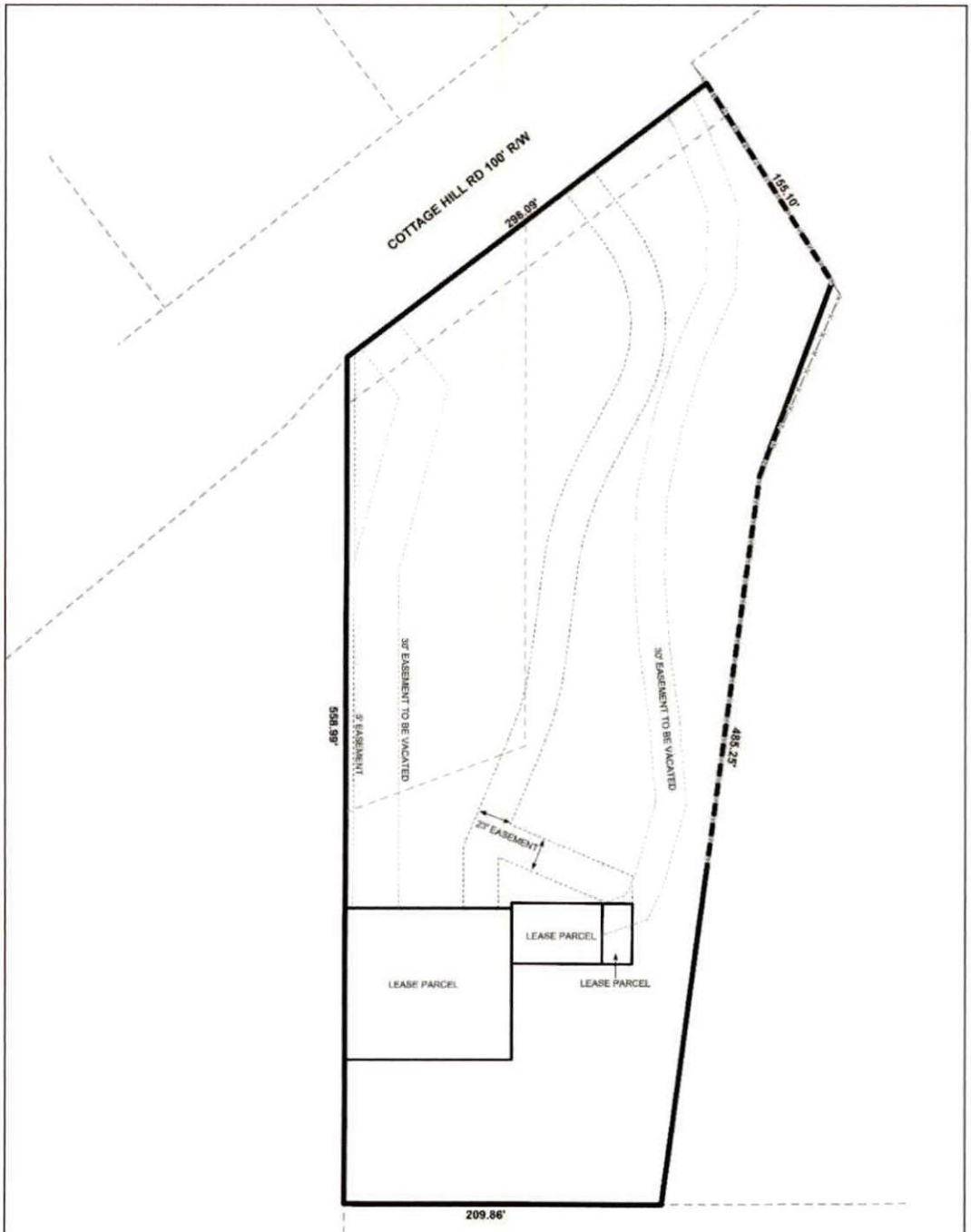
The site plan illustrates proposed buildings, setbacks, easements, and drives.

APPLICATION NUMBER	2	DATE	September 18, 2025
APPLICANT	Star Light at Cottage Hill Subdivision		
REQUEST	Subdivision, Rezoning from R-1 to R-3		

N

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DETAIL SITE PLAN



APPLICATION NUMBER	2	DATE	September 18, 2025
APPLICANT	Star Light at Cottage Hill Subdivision		
REQUEST	Subdivision, Rezoning from R-1 to R-3		

N

NTS

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

Zoning District Correspondence Matrix

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

MIXED COMMERCIAL CORRIDOR (MCC)

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

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

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

Agenda Item # 12

SUB-003240-2025 & ZON-UDC-003426-2025

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:
7211 & 7221 Cottage Hill Road

Subdivision Name:
Star Light at Cottage Hill Subdivision

Applicant / Agent:
Shabbir Hossain / Vincent D. LaCoste, II, Bethel Engineering

Property Owner(s):
Star Signature Homes, LLC

Current Zoning:
R-1, Single-Family Residential Suburban District

Proposed Zoning:
R-3, Multi-Family Residential Suburban District

Future Land Use:
Mixed Commercial Corridor

Applicable Codes, Policies, and Plans:

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

Proposal:

- Subdivision approval to create two (2) legal lots of record.
- Rezoning from R-1 to R-3
  - 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. Holdover; and
2. Holdover.

Report Contents: **Page**

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Site History 3
Staff Comments 3
Commission Considerations 7
Exhibits 9

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential and commercial units.

APPLICATION NUMBER 12 DATE Augus 21, 2025

APPLICANT Star Light at Cottage Hill Subdivision

REQUEST Subdivision, Rezoning from R-1 to R-3

N

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SITE HISTORY

The site was officially annexed into the City of Mobile as part of the *Cottage Hill Corridor Annexation*, adopted by the City Council on May 9, 2023.

Historically, the property has been used for residential purposes, except for a telecommunications tower located on a leased parcel near the south and west property lines. The telecommunications tower was constructed prior to annexation and may be considered non-conforming, subject to the applicable provisions of Article 6 of the Unified Development Code (UDC).

There are no Planning Commission or Board of Zoning Adjustment cases 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. Show and label LOT 2.
C. 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 – 6,000 SF AND LOT 2 – NONE.
D. 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.
E. 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.
F. 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.
G. 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.
H. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
I. 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:

No comments.

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 two (2) existing metes-and-bounds parcels. The site is served by public water and sanitary sewer.

The preliminary plat illustrates a single proposed lot, labeled Lot 1, and two (2) lease parcels, each of which exceeds 3,000 square feet in area and are developed with a telecommunications tower and associated equipment. Under current regulations, any parcel 3,000 square feet or more must be established as a legal lot of record. Although the lease parcels existed in their current configuration prior to annexation, the concurrent

Rezoning application reflects an intent to redevelop the property, thereby triggering the requirement for full compliance with current regulations, including the Subdivision Regulations.

As the Subdivision request is for two (2) legal lots, the plat must be revised to clearly depict the configuration of both proposed lots, as staff cannot infer the intent of their design from the application materials provided.

If the applicant instead intends to create three (3) legal lots—to correspond with the boundaries of the lease parcels—then the application will need to be held over. In that case, the applicant must submit a revised plat, new mailing labels, and additional fees for the third lot before the application may proceed.

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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.

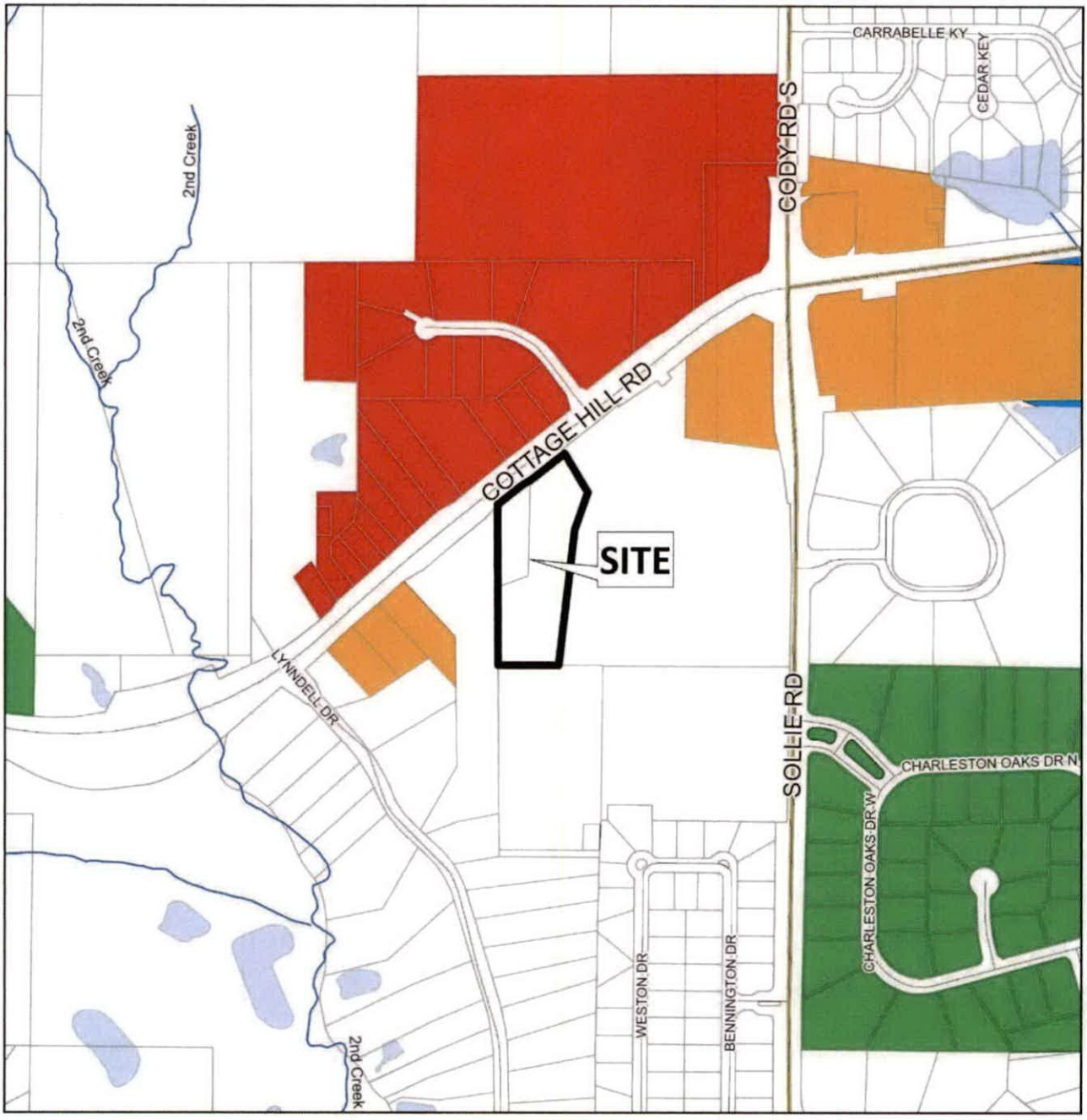
D) Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare;
E) Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and
F) Change. Whether changed or changing conditions in a particular area 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:

The Planning Commission should consider a holdover of the request until the September 18, 2025, meeting to allow concurrent consideration with the accompanying subdivision application.

LOCATOR ZONING MAP



APPLICATION NUMBER 12 DATE Augus 21, 2025

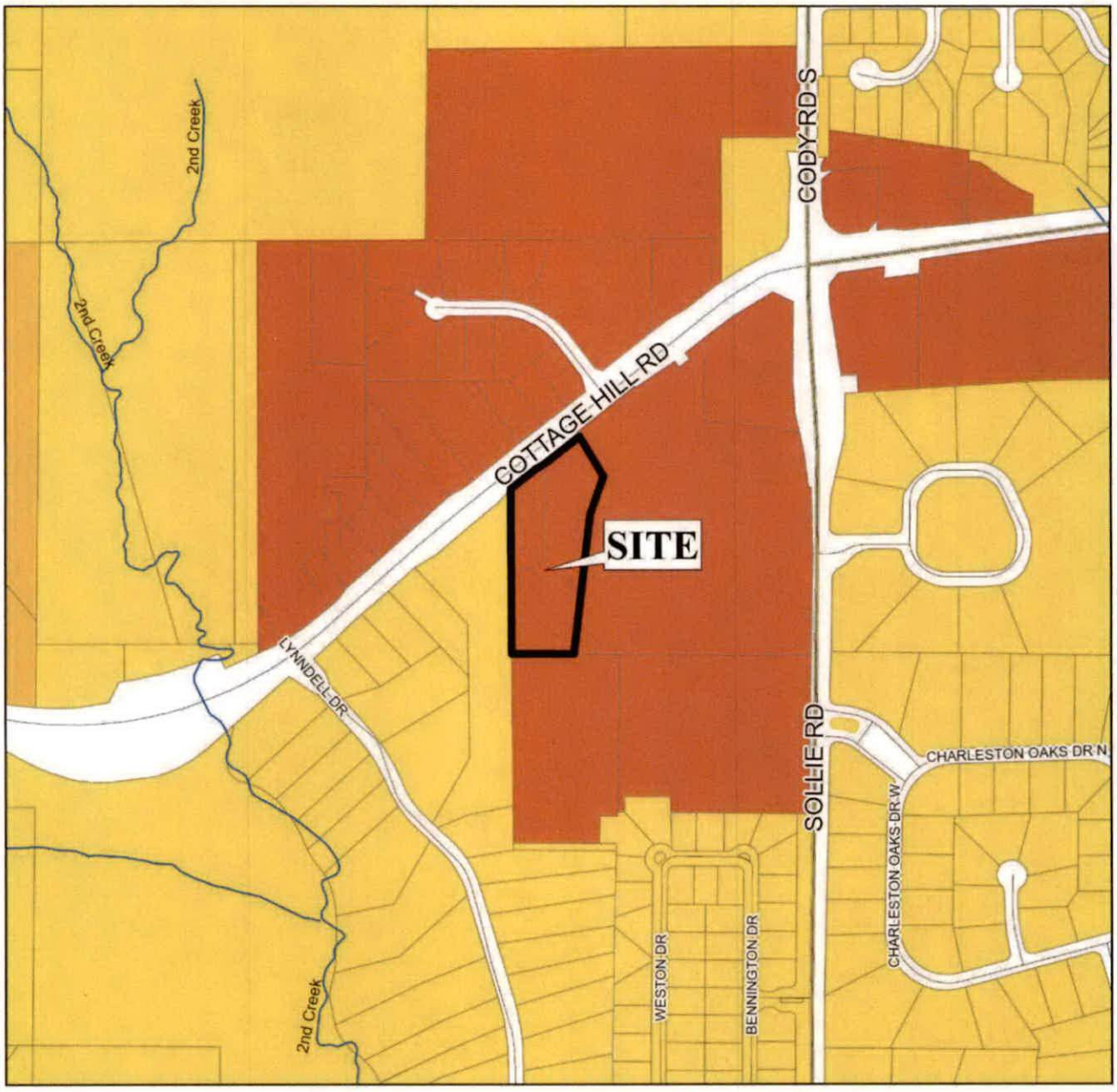
APPLICANT Star Light at Cottage Hill Subdivision

REQUEST Subdivision, Rezoning from R-1 to R-3

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 12 DATE Augus 21, 2025

APPLICANT Star Light at Cottage Hill Subdivision

REQUEST Subdivision, Rezoning from R-1 to R-3

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential and commercial units.

APPLICATION NUMBER 12 DATE Augus 21, 2025

APPLICANT Star Light at Cottage Hill Subdivision

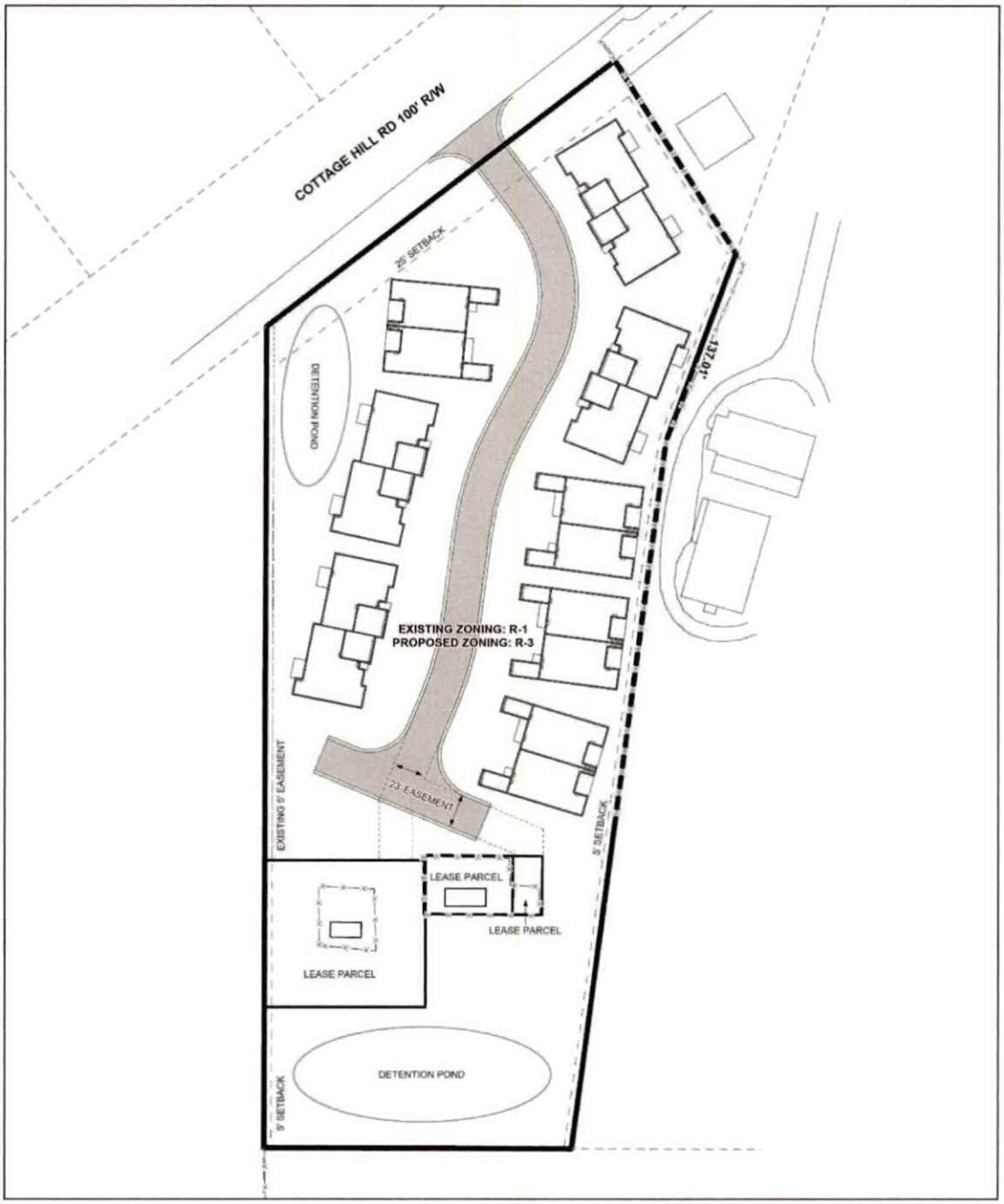
REQUEST Subdivision, Rezoning from R-1 to R-3

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	

N

NTS

SITE PLAN



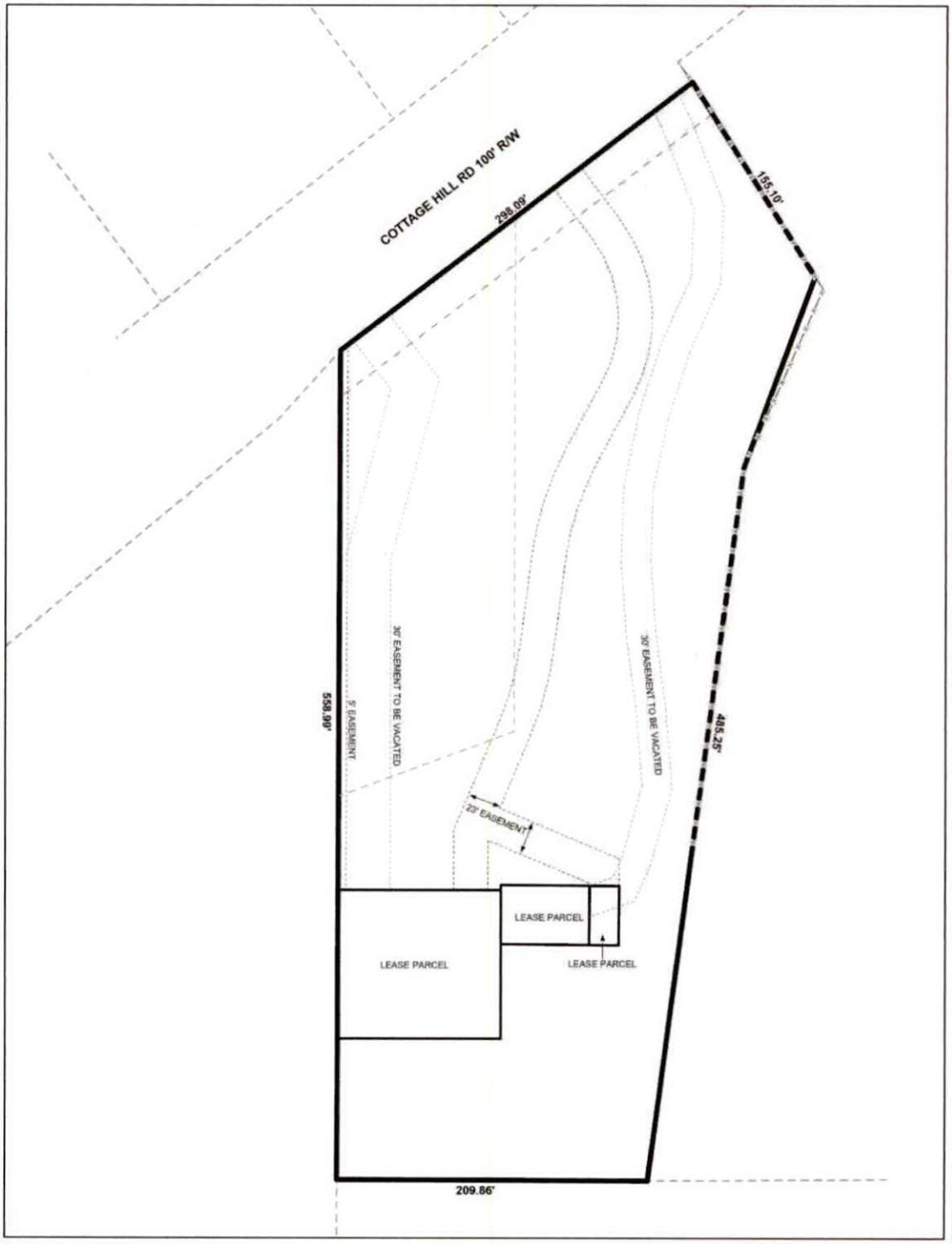
The site plan illustrates proposed buildings, setbacks, easements, and drives.

APPLICATION NUMBER	12	DATE	Augus 21, 2025
APPLICANT	Star Light at Cottage Hill Subdivision		
REQUEST	Subdivision, Rezoning from R-1 to R-3		

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 12 DATE Augus 21, 2025

APPLICANT Star Light at Cottage Hill Subdivision

REQUEST Subdivision, Rezoning from R-1 to R-3

N

NTS

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

Zoning District Correspondence Matrix

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

MIXED COMMERCIAL CORRIDOR (MCC)

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

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

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

R E S O L U T I O N

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

Adopted:

_____

City Clerk

NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A GOLF CART SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Zed, LLC to operate a Golf Cart service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on January 27, 2026, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

Lisa C. Lambert
City Clerk

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Zed, LLC, for a Certificate of Public Convenience and Necessity to operate a golf cart service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, James O. Walker, individually or on behalf of _____, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Zed, LLC

Mobile Business Address: 5 _____

Telephone: _____ Trade Name (d/b/a): _____

II. Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: __ SSN: _ _

Mobile Residence:

__ Mobile AL

Address City State Zip code

Telephone Number Driver's License #: _ __

Residing in Mobile County: Years: 40 Months: _____

U.S. Citizenship: Yes ✓ No_____

I attest, under penalty of perjury that I am:

_____ A citizen or national of the United States

_____ A lawful permanent resident

(Alien # A_____)

_____ an alien authorized to work until ____/____/____

(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____

Partnership _____ L.L.C. _____ Other: (please specify) _____

Business Address: _____

(If different from address provided in Part I)

C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, and etc.

Name	Title	Address	Amount of Stock Held (if any)
James Walker	Owner		

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition

Part III. Vehicle/Carriage Information:

Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☐ Shuttle ☐ Horse Drawn Carriage ☐ Other ☒ Golf Carts

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? 7 days a week, 4pm - 4am

How many vehicles (carriages) do you intend to operate? 5

(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make:	Club Car	Year:	2017	Model:	Transporter
Make:	"	Year:	2017	Model:	
Make:	Clubcar	Year:	2014	Model:	Villager
Make:	Taylor Dunn	Year:		Model:	Trail

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:

I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;

2. All of the foregoing statements are true and correct to the best of my knowledge;

3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;

4. I have read and understand Chapter 59 of the Mobile City Code;

5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

James B. Walker

Applicant's Signature

NAME OF ENTITY:

Zed, LLC

By: James Walker

Its Owner

SWORN TO AND SUBSCRIBED BEFORE ME THIS

7 DAY OF January, 2026

Notary Public

My Commission Expires:
March 30, 2027

(Applicant; Present this form to the Police Records Division, 2460 Government Boulevard)

BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: James Walker
Date of Birth: ____ #: ____
Present Address: ____

Home Phone Number: ____ Phone Number: ____

Attach a copy of your current driver's license to this sheet

Present Employer and Address: ____
Present Position/Title: ____

Judicial History:
List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.

Give nature of all transactions or acts giving rise to these judgements.

Give name and location of court in which judgements were entered and date entered.

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

James T. Walker — 1/7/26

Signature **Date Signed**

(Applicant; Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: James Walker

Nickname(s) or Maiden Name: _____

Current Address: _____

Previous Address: _____

Personal Description:

Height: 6'3"

Weight: 285lbs

Hair Color: Brown

Eye Color: Green

Social Security Number: _____

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

James B. Walker

Signature

1/7/26

Date signed

Personal Data Report

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

General Descriptors

Name:	WALKER, JAMES DARRELL		
Address:	MOBILE ALABAMA	**Nick Name:**	
Phone:			
Race:	W - WHITE	**DOB:**	
Sex:	M	**Age:**	60
Weight:	285	**Eyes:**	HAZEL
Height:	6'03"	**Facial:**	
Hair:	BROWN	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

Identifying Numbers

DL State: AK	**DL #:**	**DL Type:** D	**SSN:**
MID:	**FP:**	**DOC:**	
FBI:	**JRN:**	**SID:**	

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates:
NO RECORD
CHECKED BY: C. Bonyhi
DATE: 01-05-2026

CITY OF MOBILE
POLICE RECORDS
205 Government St
Mobile, AL 36602

01/05/2026 04:23PM CARRIE K.
050144-0010

MISCELLANEOUS

RECORDS CHECK (PDF007)	
Description: RECORDS CHECK (PDF007)	
2026 PDF007	
1 @ $15.00	$15.00
Payment Id: 667061	
	$15.00
Subtotal	**$15.00**
Total	**$15.00**
CASH	$15.00
Change due	**$0.00**

Paid by: JAMES DARRELL WALKER

Thank you for your payment

CITY OF MOBILE COPY
DUPLICATE RECEIPT