



AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, February 10, 2026, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Pastor Tony Legear, Public Safety Chaplain

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. APPROVAL OF MINUTES

February 3, 2026

7. COMMUNICATIONS FROM THE MAYOR

8. ADOPTION OF THE AGENDA

9. APPEALS

Request of Chenele Chapman for a waiver of the Noise Ordinance at 51 Rickarby Place on February 15, 2026, from 11:00 a.m. - 10:00 p.m. (District 2).

Request of Chenele Chapman for a waiver of the Noise Ordinance at 954 Dr. Martin Luther King, Jr. Avenue on February 16, 2026, from 11:00 a.m. - 10:00 p.m. (District 2).

Request of Carman Montgomery for a waiver of the Noise Ordinance at Mardi Gras Park on February 22, 2026, from 1:00 p.m. - 5:00 p.m. (District 2).

Request of Tanja Davis for a waiver of the Noise Ordinance at Langan Park on June 13, 2026, from 1:00 p.m. - 6:00 p.m. (District 7).

10. PUBLIC HEARINGS

Public hearing to consider the modification of a previously approved Planned Unit Development for property located at 1800 Dauphin Island Parkway (District 3).

Public hearing to consider the modification of a previously approved Planning Approval for property located at 4568 Halls Mill Road (District 4).

Public hearing to consider the modification of a previously approved Planned Unit Development for property located at 4568 Halls Mill Road (District 4).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Cynthia Long - formal proposal for the "Milagro & Phoenix Animal Protection Act"; a two-tiered oversight model for animal welfare and public safety.

Brooks Conkle - ideas to improve the business license process.

Denise Grier - request that 311 leave Animal Control requests "open" until issue is resolved.

Reggie Hill - continue introduction pertaining to public safety, economic development, and Rules.

Estella Trotter - Council lack of accountability, Entitlement Committee follow-up as an oversight to help enforce federal violations against low income housing communities.

12. CIP RESOLUTIONS HELD OVER

08-123 Approve purchase order to TRP Construction Group for road striping materials and services for Traffic Engineering; \$1,206,453.41 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

13. RESOLUTIONS HELD OVER

01-105 Authorize Cooperative Agreement for maintenance of Rangeline Road with SouthWest Mobile Chamber of Commerce for the Gateway Initiative Project (sponsored by Mayor Cheriogotis and Councilmember Reynolds) (submitted by Ricardo Woods, Legal Dept.).

01-106 Authorize Cooperative Agreement for increased maintenance of Rangeline Road with the Alabama Department of Transportation for the Gateway Initiative Project (sponsored by Mayor Cheriogotis and Councilmember Reynolds) (submitted by Ricardo Woods, Legal Dept.).

01-124 Authorize Intergovernmental Agreement with Mobile County District Attorney's Office to provide funding assistance (sponsored by Mayor Cheriogotis) (submitted by Ricardo Woods, Legal Dept.).

01-125 Authorize Foreign Trade Zone Operator Agreement with Austal USA, LLC (sponsored by Mayor Cheriogotis) (submitted by Ricardo Woods, City Attorney).

01-126 Authorize amendment to Agreement with Miovision Technologies US, LLC for emergency traffic preemption services; NTE \$285,234.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-127 Approve purchase order to Alamo Group Texas, LLC for mowers for Public Services Dept.; \$50,759.36 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-129 Approve purchase order to Dana Safety Supply, Inc. for upfitting for 60 SUVs for MPD; \$897,721.26 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-130 Approve purchase order to Dana Safety Supply, Inc. for vehicle upfitting for 37 SUVs for MPD; \$339,032.11 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-131 Approve purchase order to Deere & Company for 4 tractors for Public Services; \$302,285.24 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-132 Approve purchase order to E-Builder, Inc. for annual renewal of project management software; \$66,103.33 (sponsored by Mayor Cheriogotis) (submitted by

John Paine, Purchasing Dept.).

08-135 Approve purchase order to Sansom Equipment Co., Inc. for garbage truck for Parks Dept.; \$167,970.00 (sponsored by Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-137 Approve purchase order to STONS, Inc. for annual renewal of [monday.com](https://www.monday.com) project management software for MIT; \$74,115.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

09-143 Re-allocate funds in the Capital Improvement Fund from Capital Project Capital Improvement Reserve to Capital Project MIT Building HVAC Emergency Repairs; \$225,000.00 (sponsored by Mayor Cheriogotis) (submitted by Carleen Stout-Clark, REAM Dept.).

13-144 Authorize Change Order # 2 with APAC-Alabama, Inc., f/k/a H.O. Weaver & Sons, Inc., for 2024 CIP Resurfacing City Council Districts 6 & 7; \$102,200.01 increase (sponsored by Councilmembers Woods & Gregory and Mayor Cheriogotis) (submitted by John Forrester, Engineering Dept.).

13-145 Authorize Change Order # 2 with Chris Brewer Contracting, Inc. for 2024 City of Mobile Annual Street Maintenance; \$1,175,000.00 increase (sponsored by Councilmembers Penn, Ingram, Small, Reynolds, Fleming, Woods, & Gregory and Mayor Cheriogotis) (submitted by John Forrester, Engineering, Dept.).

21-146 Authorize Contract with the Mobile Chamber of Commerce Foundation, Inc. for the MoGo Rideshare Program, \$200,000.00 (sponsored by Mayor Cheriogotis) (submitted by Donna G. Bryars, Accounting Dept.).

14. ORDINANCES BEING INTRODUCED

64-005 Consider the modification of a previously approved Planned Unit Development for property located at 1800 Dauphin Island Parkway (sponsored by Councilmember Small).

64-006 Consider the modification of a previously approved Planning Approval for property located at 4568 Halls Mill Road (sponsored by Councilmember Reynolds).

64-007 Consider the modification of a previously approved Planned Unit Development for property located at 4568 Halls Mill Road (sponsored by Councilmember Reynolds).

15. CONSENT RESOLUTIONS BEING INTRODUCED

09-149 Transfer funds from District 7 Discretionary Account to Mobile Tennis Center to assist with the Child Advocacy Tennis Tournament (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Finance Dept.).

37-150 Recommend approval to the ABC Board for issuance of a Restaurant Retail Liquor License to Logans Roadhouse-405; 3250 Airport Blvd. (sponsored by Councilmember Penn).

60-151 Approve award of special bonus to the Build Mobile Employee of the Month; Taylor (sponsored by Mayor Cheriogotis) (submitted by Shayla Beaco, Build Mobile).

60-152 Approve award for special bonus to the Officer of the Month; Callegari (sponsored by Mayor Cheriogotis) (submitted by Chief William Jackson, MPD).

60-153 Determine an appropriation to Toulminville Rattlers Youth Football Team serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Finance Dept.).

60-154 Determine an appropriation to NSPIREU serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-155 Determine an appropriation to NSPIREU serves a public purpose and approve payment (sponsored by Councilmember Small) (submitted by Donna Bryars, Accounting Dept.).

60-156 Determine an appropriation to Africatown Community Development Center serves a public purpose and approve payment (sponsored by Mayor Cheriogotis) (submitted by Donna Bryars, Finance Dept.).

60-157 Determine an appropriation to People United to Advance the Dream serves a public purpose and approve payment (sponsored by Mayor Cheriogotis) (submitted by Donna Bryars, Finance Dept.).

16. RESOLUTIONS BEING INTRODUCED

01-158 Authorize Agreement with OVG Parking, LLC to operate and manage the Claiborne Street Garage (sponsored by Mayor Cheriogotis) (submitted by Carleen Stout, REAM Dept. and Joseph Snowden, Admin. Services).

01-159 Authorize Funding and Participation Agreement with The Industrial Development Board for access road construction at Mobile Airport Authority, North Campus (sponsored by Mayor Cheriogotis) (submitted by Ricardo Woods, City Attorney).

01-160 Authorize Intergovernmental Agreement with Mobile County Commission for agreement of terms for audiovisual maintenance in the Municipal, District, and Circuit Courtrooms located in Government Plaza (sponsored by Mayor Cheriogotis) (submitted by Ricardo Woods, City Attorney).

08-161 Approve purchase order to Cellebrite, Inc. for annual renewal of mobile device data forensic software for Gulf Coast Technology Center; \$247,676.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-162 Approve purchase order to Gaines Utility Construction Company, LLC for storm drainage vegetation and debris removal, Moot Ave. to Halls Mill Rd.; \$29,983.64 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-163 Approve purchase order to Magnet Forensics USA, Inc. for annual renewal of law enforcement forensic software and services for Gulf Coast Technology Center; \$92,452.71 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-164 Approve purchase order to Qwally, Inc. for annual renewal of business engagement software for Community Housing and Development; \$81,000.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-165 Approve purchase order to Safe Haven Co., LLC for storm drainage vegetation and debris removal, Dauphin St. to Springdale Blvd.; \$19,500.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-166 Approve purchase order to VDA Labs for computer network testing and reporting services for MIT; \$47,075.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

09-167 Re-allocate funds from Unassigned Fund Balance to Mobile Riverfront Capital Improvements; \$2,000,000.00 (sponsored by Mayor Cheriogotis) (submitted by John Forrester, Engineering Dept. and Carleen Stout, REAM Dept.).

09-168 Transfer funds from Capital Project Herndon Sage-Turf Replacement to Capital Project CIP Figures Park-Pool Repair & Improvements; \$295,875.00. (sponsored by

Councilmember Penn and Mayor Cheriogotis) (submitted by Carleen Stout, REAM Dept. and Kim Carmody, Parks & Rec. Dept.).

21-169 Authorize Contract with S3 Technologies, LLC for maintenance and repair services of courtroom audiovisual technology systems; NTE \$35,000.00 annually (sponsored by Mayor Cheriogotis) (submitted by Ricardo Woods, City Attorney).

21-170 Authorize Performance Contract with Distinguished Young Women Foundation for operational expenses; \$65,000.00 (sponsored by Mayor Cheriogotis) (submitted by Donna Bryars, Finance Dept.).

23-171 Authorize Right-of-Way Deed with Mobile Airport Authority for Michigan Avenue to Raven Drive (sponsored by Councilmember Small and Mayor Cheriogotis) (submitted by Ricardo Woods, City Attorney).

60-172 Authorize Temporary Compliance Period for consumable hemp retail locations (sponsored by Mayor Cheriogotis) (submitted by Ricardo Woods, City Attorney).

17. CALL FOR PUBLIC HEARINGS

41-173 Call for public hearing to consider the application of Favor Residential Care for a Certificate of Public Convenience and Necessity to operate a shuttle service (scheduled for February 24, 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: Shenele Chapman

PLEASE PRINT ALL INFORMATION

Home Phone Number: (251) 402-0020 Cell Number: (251) 406-0316

Organization (if applicable) _____

Mailing Address of Applicant 51 Dickarby Pl

Telephone No. (251) 406-0316 E-mail address ChapmanShenele1976@gmail.com

Location or address of event where amplification will be used:

954 Dr. Martin Luther King Jr. Ave.

Date of Event: 2/16/23 Starting Time: 11 Ending Time 10
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Mardi Gras

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: Chenele Chapman
PLEASE PRINT ALL INFORMATION

Home Phone Number: (251) 406-0316 Cell Number: 251-802-0020

Organization (if applicable) _____

Mailing Address of Applicant 51 Rickarby Pl.

Telephone No. (251) 406-0316 E-mail address chapmanchenele1976@gmail.com

Location or address of event where amplification will be used:

51 Rickarby Pl.

Date of Event 2/15/12 Starting Time: 11 Ending Time 10
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Brunch Mardi Gras

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: Shenele Chapman

PLEASE PRINT ALL INFORMATION

Home Phone Number: (251) 402-0020 Cell Number: (251) 406-0316

Organization (if applicable) _____

Mailing Address of Applicant 51 Dickarby Pl

Telephone No. (251) 406-0316 E-mail address chapmanshenele1976@gmail.com

Location or address of event where amplification will be used:

954 Dr. Martin Luther King Jr. Ave.

Date of Event: 2/16/23 Starting Time: 11 Ending Time 10
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Mardi Gras

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

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

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

Name of Applicant: Chenele Chapman
PLEASE PRINT ALL INFORMATION

Home Phone Number: (251) 406-0316 Cell Number: 251-802-0020

Organization (if applicable) _____

Mailing Address of Applicant 51 Rickarby Pl.

Telephone No. (251) 406-0316 E-mail address chapmanchenele1976@gmail.com

Location or address of event where amplification will be used:

51 Rickarby Pl.

Date of Event 2/15/12 Starting Time: 11 Ending Time 10
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Brunch Mardi Gras

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
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Or e-mail to: cityclerk@cityofmobile.org



APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

Name of Applicant: Carman Montgomery

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-635-7300 Cell Number: _____

Organization (if applicable) National Association of Letter Carriers

Mailing Address of Applicant 119 Meadow Wood Dr Daphne,

Telephone No. 251-635-7300 E-mail address Carmanmontgomery@yahoo.com

Location or address of event where amplification will be used:

Mardi Gras Park

Date of Event: 02/22/2026 Starting Time: 1 PM Ending Time 5 PM

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

Type of Event: Rally

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

Music containing obscene language or profanity is prohibited

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

P. O. Box 1827 Mobile, AL 36633

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

Or e-mail to: cityclerk@cityofmobile.org

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

Name of Applicant: Tanja Davis
PLEASE PRINT ALL INFORMATION

Home Phone Number: N/A Cell Number: (251) 458-7254

Organization (if applicable) Family Reunion

Mailing Address of Applicant 1861 Luckie Ave.

Telephone No. (251) 458-7254 E-mail address davistanja94@gmail.com

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

Date of Event: June 13th 2020 Starting Time: 1:00 Ending Time 6:00
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Family Reunion

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

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 1800 Dauphin Island Parkway

Pursuant to Resolution of the Mobile, Alabama City Council adopted **January 6, 2026**, a public hearing will be held on the **10th** day of **February**, 2026, at 10:30 a.m., to consider adoption of an ordinance for the proposed modification of a previously approved Planned Unit Development to located at 1800 Dauphin Island Parkway.

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 further modifications other than the ones sought by the applicant, and may take other actions allowed by the 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 September 2, 2004, allowing multiple buildings on a single building site located at 1800 Dauphin Island Parkway and described as follows:

LOT 1, FULTON ROAD BAPTIST CHURCH SUBDIVISION, AS RECORDED IN MAP BOOK 106, PAGE 39, IN THE OFFICE OF THE JUDGE OF PROBATE COURT, MOBILE COUNTY, ALABAMA.

WHEREAS, on October 29, 2025, the owner of said property applied for a Termination of the Planned Unit Development allowing multiple buildings on a single building site.

WHEREAS, the Planning Commission held a public hearing on the requested Termination on December 18, 2025, and recommended approval of the Planned Unit Development Termination to the City Council, subject to the following conditions:

1. Administrative approval of a Minor Modification to the Fulton Road Baptist Church Planning Approval;
2. Full compliance with all municipal codes and ordinances.

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

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

1. Administrative approval of a Minor Modification to the Fulton Road Baptist Church Planning Approval;
2. 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 10th 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 14th 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 **1800 Dauphin Island Parkway**.

The proposed amendment will terminate a Planned Unit Development (PUD) that was approved for said location on **September 2, 2004**. The owner of said property has applied for the termination of a previously approved Planned Unit Development allowing multiple buildings on a single building site. If approved, the **previously approved Planned Unit Development allowing multiple buildings on a single building site will be terminated**, subject to the following proposed conditions: 1. Administrative approval of a Minor Modification to the Fulton Road Baptist Church Planning Approval; 2. 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

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

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

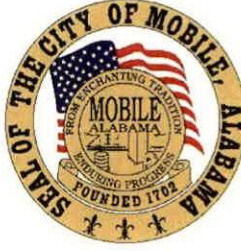
1. Administrative approval of a Minor Modification to the Fulton Road Baptist Church Planning Approval;
2. Full compliance with all municipal codes and ordinances.

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

Adopted:

Lisa Lambert, City Clerk

**Fulton Road Baptist Church Subdivision, Resubdivision of Lot 1
Fulton Road Baptist Church (Byrd Surveying, Inc., Agent)
1800 Dauphin Island Parkway
Council District 3
C.J. Small**



THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

December 23, 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 **Fulton Road Baptist Church Subdivision (Byrd Surveying, Inc., Agent)**, for **terminating a previously approved Planned Unit Development allowing multiple buildings on a single building site**, for the property located at **1800 Dauphin Island Parkway**.

After discussion the Planning Commission voted to recommend approval of the Planned Unit Development Termination to the City Council, subject to the following conditions:

1. Administrative approval of a Minor Modification to the Fulton Road Baptist Church Planning Approval;
2. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

December 22, 2025

Byrd Surveying
ATTN: Keri Givens
2609 Halls Mill Road
Mobile, Alabama 36606

Re: 1800 Dauphin Island Parkway
MOD-003533-2025
Fulton Road Baptist Church Subdivision, Resubdivision of Lot 1
Fulton Road Baptist Church (Byrd Surveying, Inc., Agent)
District 3
Request to terminate a previously approved Planned Unit Development allowing multiple buildings on a single building site.

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 voted to recommend approval of the Planned Unit Development Termination to the City Council, subject to the following conditions:

1. Administrative approval of a Minor Modification to the Fulton Road Baptist Church Planning Approval;
2. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **\$211.28**. 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, all required conditions must be satisfied within two (2) years of approval, or the approval 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.

MOD-003533-2025 1800 Dauphin Island Parkway
December 22, 2025

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By:

A handwritten signature in dark ink, appearing to read "Stephen Guthrie", written over a horizontal line.

Stephen Guthrie
Deputy Director of Planning and Zoning



Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits**

Checklist A

☐ **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:	2609 HALLS MILL ROAD	
Email:	byrd@byrdsurveying.biz	
Phone:	251-476-5010	
Email:		
Name:	BYRD SURVEYING	

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

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

	Owner	Design Professional
Name:	FULTON ROAD BAPTIST CHURCH	
Firm:		
Phone:	251-471-2525	
Email:	fulrdbc@yahoo.com	
Address:	1800 DAUPHIN ISLAND PARKWAY	

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.
 1800 DAUPHIN ISLAND PARKWAY

Property Address: 121,968 SF
 KEY #01004950 Property Area (acres or square feet)

Parcel Number(s) or Key Number(s): R-1 SUBURBAN
 Present Zoning or Transect District: R-1 SUBURBAN
 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.

Chris Mearns
 Owner Signature

10-29-2025
 Date

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

10/28/2025
 Date

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

Kari P. Gu
 Applicant or Agent Signature

10/28/2025
 Date

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

CHECKLIST E

Terminating a Previously Approved Planned Unit Development

The following information is required to evaluate an application for the termination of a previously approved Planned Unit Development (PUD). Please provide a complete response to each item.

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
- ☒ Lighting Plan - Required if parking lot lighting is provided. The plan must demonstrate compliance with the illumination standards of the Unified Development Code.
- ☒ Site Plan - Must show all existing improvements and demonstrate compliance with all applicable requirements of the Unified Development Code.
- ☒ Landscape Plan - Required if the original PUD was approved to allow flexibility from tree planting or landscape area requirements. The plan must be revised, if necessary, to demonstrate compliance with all applicable Unified Development Code Standards.
- ☒ Shared Parking Plan - Required if the original PUD permitted shared parking across multiple building sites. Approval of a Shared Parking Plan must be obtained prior to final approval of the PUD termination.

1. Identify all reasons a PUD was required at the time of approval (e.g., multiple buildings on a single site, reduced setbacks, increased site coverage, etc.)

THERE WERE MULTIPLE BUILDINGS ON THE PROPERTY AND ADDITIONAL PROPOSED AT THAT TIME.

2. Explain how the site will comply with all applicable Unified Development Code requirements (e.g., setbacks, site coverage, landscaping) following termination of the PUD.

THIS SITE IS IN COMPLIANCE AT PRESENT AND TERMINATING THE PUD WILL NOT CHANGE ANYTHING.

3. Identify all conditions or restrictions imposed upon the PUD by the Planning Commission or City Council.

1. completion of the subdivision process.
2. Provision of 8' wooden privacy fence.
3. Full compliance with municipal codes and ordinances.

4. Explain how termination of the PUD aligns with neighborhood character and supports the orderly development of surrounding properties.

Termination of the PUD will allow approval of a three lot subdivision and residential development.

5. Identify whether termination will create any **nonconforming structures or uses** under the Unified Development Code. If so, explain how these will be addressed.

N/A

6. Describe how **vehicular and pedestrian access** will be maintained in compliance with current Unified Development Code standards after PUD termination, including any shared or cross-access arrangements.

There will be no change in vehicle and pedestrian access.

7. Confirm the following:

☒ All **utility easements** remain compliant with City requirements and are unaffected by the termination.

☒ All **drainage easements** remain compliant with City requirements and are unaffected by the termination.

☒ All **infrastructure easements** remain compliant with City requirements and are unaffected by termination.

8. If the PUD is only **partially developed**, explain how any undeveloped portions of the site will comply with applicable zoning requirements following termination.

N/A

9. Identify any **private covenants, maintenance agreements, or easements** associated with the PUD and explain whether they will remain in effect, be modified, or no longer be necessary.

N/A

10. Describe how **open space, stormwater facilities, or public amenities** established under the PUD will be maintained or otherwise addressed following termination.

N/A

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

Revised October 2025



City of Mobile • Planning & Zoning
Owner's Letter of Authorization

I, Arthur Maurin, 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 1800 DAUPHIN ISLAND PARKWAY.

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

BYRD SURVEYING

Designee (1)

byrd@byrdsurveying.biz

Email

251-476-5010

Phone Number

Art Maurin

Signature of Property Owner

Designee (2)

Email

Phone Number

Date

10-29-2025

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

Revised February 2022

FULTON ROAD BAPTIST CHURCH PUD TERMINATION

IN AUGUST OF 2024, WE SUBMITTED A THREE LOT SUBDIVISION OF LOT 1, FULTON ROAD BAPTIST CHURCH SUBDIVISION AND THE PLANNING STAFF DISCOVERED THIS PROPERTY WAS INCLUDED IN A PLANNED UNIT DEVELOPMENT IN 2004. AT THAT TIME THERE WERE THREE EXISTING BUILDINGS ON THE PROPERTY AND THEY WERE PROPOSING TO CONSTRUCT ANOTHER BUILDING IN THE SOUTHWEST CORNER OF THE PROPERTY.

IN 2012 ONE OF THE SMALL BUILDINGS FACING MAGNOLIA LANE WAS REMOVED AND IN 2025 THE OTHER SMALL BUILDING WAS REMOVED. THE PROPERTY CURRENTLY HAS THE CHURCH SANCTUARY AND THE LARGE BUILDING CONSTRUCTED IN 2004-2005.

THIS APPLICATION IS TO TERMINATE THE PUD TO MORE EASILY CREATE THE THREE LOT SUBDIVISION THAT WAS PROPOSED 14 MONTHS AGO AND ANY FUTURE DEVELOPMENT OF THE PROPERTY.

Byrd Surveying
2609 Halls Mill Road
Mobile, AL 36606

Fulton Road Baptist Church
1800 Dauphin Island Parkway
Mobile, AL 36605

S E Cemeteries of Alabama, Inc.
P. O. Box 130548
Houston, TX 77219

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

WH Capital, LLC
P. O. Box 6450
Norcross, GA 30091

Jerry McCreary & Robert Mullen
1135 Heron Lakes Circle
Mobile, AL 36693

Timothy & Gloria Jenkins
2004 Magnolia Lane
Mobile, AL 36605

Jonathan Boone
1629 Bens Lane
Mobile, AL 36605

Milton & Belinda Wilson
2015 Faye Street
Mobile, AL 36605

Jennifer Maggard
579 W. Brundage Way
Hayden, ID 83835

Rose Stephens
2061 Faye Street
Mobile, AL 36605

John & Shelby Dye, Jr.
2012 Magnolia Lane
Mobile, AL 36605

William Cannon & Rhonda Nodd
1715 Main Street
Mobile, AL 36617

Robert & Rosemary Flowers
2054 Magnolia Lane
Mobile, AL 36605

Steve Sloan
372 Pecan Avenue
Fairhope, AL 36532

Debra Balams
1616 Union Street
Mobile, AL 36617

Brenda C. Coker
4112 Perch Point Drive
Mobile, AL 36605

Deborah Banks
2053 Magnolia Lane
Mobile, AL 36605

B & K Rentals, LLC
171 Conway Drive W.
Mobile, AL 36608

Wuilson & Juan Ixtacuy
2603 Cheshire Drive S.
Mobile, AL 36605

Sandra Donaldson
2020 Nicholas Lane
Mobile, AL 36605

Delores Milligan & Ovril Banks
2022 Nicholas Lane
Mobile, AL 36605

Tommy & Kristin Duncan
8786 Tupelo Court
Daphne, AL 36524

Brenda D. Mickles
2028 Nicholas Lane
Mobile, AL 36605

Thomas Conway
P. O. Box 3132
Mobile, AL 36652

Joseph C. Walls
8 Buerger Road
Mobile, AL 36608

Wayne's Fast Foods, Inc.
5718 Kings Mill Drive N.
Mobile, AL 36693

Global Signal Acquisitions IV, LLC
2000 Corporate Drive
Canonsburg, PA 15317

Ellis & Shantee Harper
1312 Dunnaway Drive
Mobile, AL 36605

Linda Hayes c/o Norman Lewellen
2017 Nicholas Lane
Mobile, AL 36605

William A. Frazier
2019 Nicholas Lane
Mobile, AL 36605

Arthur & Michael Rattler, Jr.
2023 Nicholas Lane
Mobile, AL 36605

Jonathan & Donna Higgs
2025 Nicholas Lane
Mobile, AL 36605

Plan C, LLC
2607 Dauphin Street, Suite C
Mobile, AL 36606

Michael M. Singleton
3866 Dyer Road
Big Pine Key, FL 33043

Russell & Viva Jefferson
2008 Bakers Lane
Mobile, AL 36605

Jose Roman
3920 Berwyn Dr. S., Apt. 169
Mobile, AL 36608

Fumiko Netsu
2012 Bakers Lane
Mobile, AL 36605

Marilyn Fowlkes
2014 Bakers Lane
Mobile, AL 36605

Martin Brinkman
2036 Nicholas Lane
Mobile, AL 36605



Agenda Item # 13

SUB-003536-2025 & MOD-003533-2025

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

[Applicant Materials for Consideration – Subdivision](#)

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

DETAILS

Location:

1800 Dauphin Island Parkway

Subdivision Name:

Fulton Road Baptist Church Subdivision, Resubdivision
of Lot 1

Applicant / Agent:

Fulton Road Baptist Church / Byrd Surveying, Inc.

Property Owner:

Fulton Road Baptist Church

Current Zoning:

R-1, Single Family Residential Suburban District

Future Land Use:

Low Density Residential

Applicable Codes, Policies, and Plans:

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

Proposal:

- Subdivision approval to create three (3) legal lots of record from one (1) legal lot of record.
- Termination of a previously approved Planned Unit Development

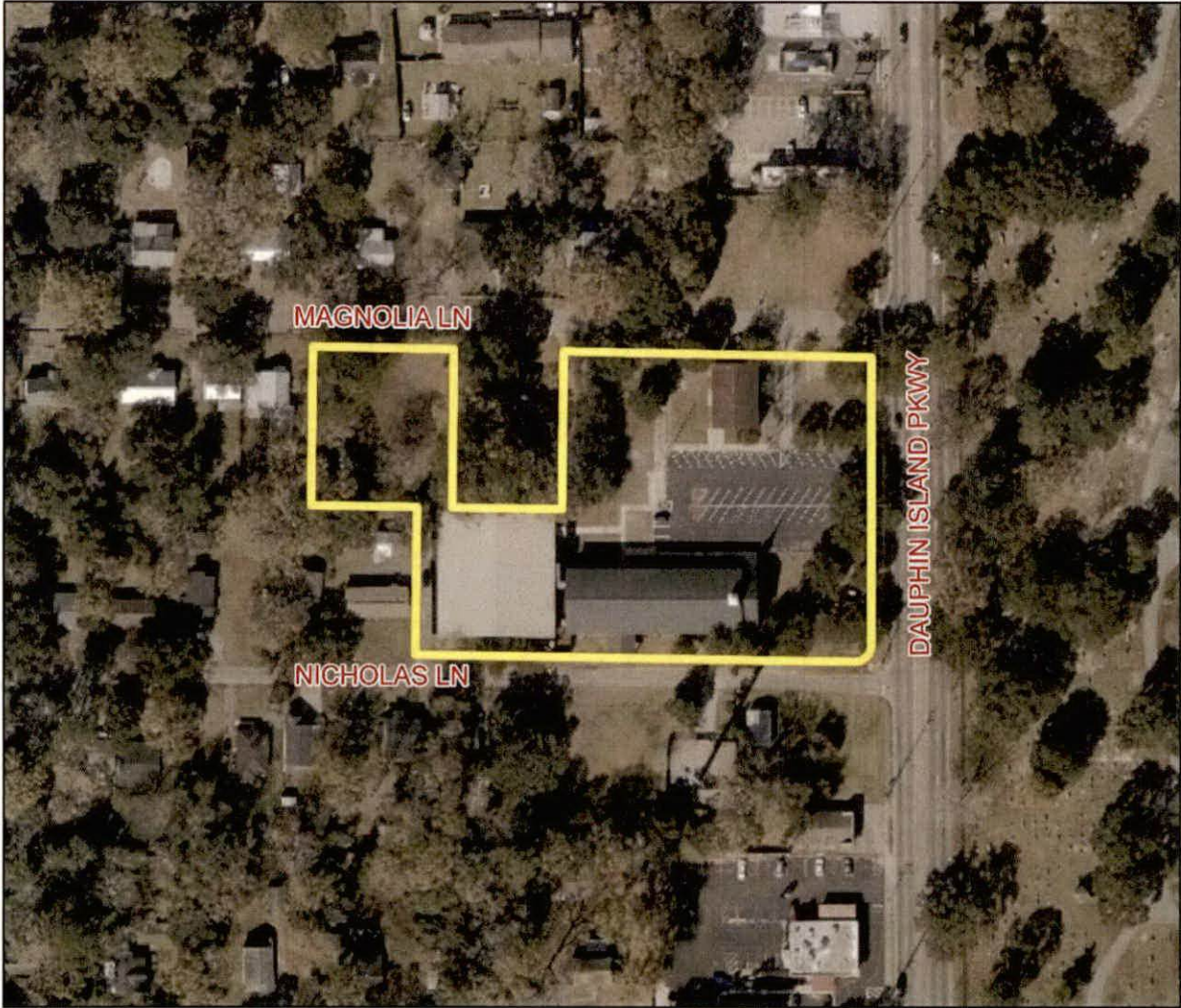
Considerations:

1. Subdivision proposal with eleven (11) conditions.
2. Termination of a previously approved Planned Unit Development with two (2) conditions.

Report Contents:

	Page
Context Map	2
Site History	3
Staff Comments	3
Commission Considerations	7
Exhibits	9

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units. A restaurant lies to the south.

APPLICATION NUMBER	13	DATE	December 18, 2025	 NTS
APPLICANT	Fulton Road Baptist Church Subdivision, Resubdivision			
REQUEST	Subdivision, PUD Termination			

SITE HISTORY

The site was originally part of the 54-lot *Nicholas's Subdivision, Brick-Yard Tract*, recorded in the Mobile County Probate Court in February 1907, and the 47-lot *Re-Survey of Hakanson Subdivision*, recorded in January 1943.

In July 1983, the Board of Zoning Adjustment approved a Side Yard Variance for the eastern portion of the property to allow construction of a portico within the required side yard setback.

At its September 2, 2004, meeting, the Planning Commission approved a Subdivision, Planning Approval, and Planned Unit Development (PUD) for the site to allow a two-lot subdivision and construction of a multi-purpose building for an existing church with multiple buildings on a single site. The associated plat was subsequently recorded in the Mobile County Probate Court, identifying the subject property as Lot 1 of the *Fulton Road Baptist Church Subdivision*.

In August 2006, the Planning Commission approved a request to waive sidewalk construction along Dauphin Island Parkway, Magnolia Lane, and Nicholas Lane.

In November 2006, the Board of Zoning Adjustment approved a Side Street Side Yard Variance to allow construction of an eight-foot-tall wooden privacy fence within the required side street setback along Nicholas Lane.

It should be noted that, on January 4, 2018, the Planning Commission approved the subdivision of Lot 2 of the *Fulton Road Baptist Church Subdivision* into three lots. Because Lot 2 was never developed, it was later determined that the 2018 subdivision effectively removed Lot 2 from the previously approved Planning Approval, PUD, and Variances.

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 and label the monument set or found at each subdivision corner.
- C. Add a graphic scale.
- D. Provide the bearing and distance labels for the proposed subdivision.
- E. Provide the recording information for the three (3) previously dedicated ROWs.
- F. Provide the recording information for the adjacent RESURVEY OF HAKANSON SUBDIVISION.
- G. Provide information for the existing flood zone.
- H. Dedicate the corner radius (25' minimum or as approved by the City Engineer and Traffic Engineer) at the northeast corner of LOT A to the City of Mobile and list the amount of dedicated acreage in SF and Acres.
- I. Add a signature block for the Owner, Notary Public, Planning Commission, Traffic Engineer, and City Engineer.
- J. Provide the Surveyor's Certificate.
- K. As shown on the 1984 aerial photo LOTS A, B, & C will share the 61,000 sf of 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 A – 61,000 sf, LOT B - NONE, and LOT C - NONE. Stormwater detention will be required for any additional impervious area that exceeds the allowable credit for that LOT.
- L. 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.
 - M. 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.
 - N. 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.
 - O. 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.
 - P. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
 - Q. 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 Termination

NO COMMENTS for terminating the existing PUD.

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 subdivision request is to create three (3) legal lots of record from one (1) existing lot of record. The site is served by public water and sanitary sewer.

The proposed lots have frontage on Magnolia Lane, Dauphin Island Parkway, and Nicholas Lane. Magnolia Lane and Nicholas Lane are Minor Streets without curb and gutter improvements, each requiring a 60-foot-wide right-of-way. Dauphin Island Parkway is identified on the Major Street Plan as a Principal Arterial Street, with a planned 100-foot right-of-way at this location. The preliminary plat depicts 50-foot-wide rights-of-way along Magnolia Lane and Nicholas Lane, as dedicated with the 2004 subdivision approval; however, it depicts a 90-foot-wide right-of-way along Dauphin Island Parkway. Therefore, if approved, the Final Plat should be revised to illustrate dedication sufficient to provide 50 feet from the centerline of Dauphin Island Parkway, unless the Planning Commission grants a waiver of Section 6.B.2. of the Subdivision Regulations.

Since the Planning Commission approved dedication of 50-foot-wide rights-of-way along Magnolia Lane and Nicholas Lane, no additional dedication should be required along these streets.

A compliant corner radius is shown at the intersection of Nicholas Lane and Dauphin Island Parkway, consistent with Sections 6.B.12. and 6.C.6. of the Subdivision Regulations, however, a radius is not shown at the intersection of Magnolia Lane and Dauphin Island Parkway. Corner radii at both intersections were required and recorded as part of the 2004 subdivision. Therefore, if approved, the Final Plat should include a sufficient radius at the intersection of Magnolia Lane and Dauphin Island Parkway.

While Section 6.C.7. of the Subdivision Regulations discourages lots with multiple street frontages, it allows such lots if access is limited to one street per block face. Given that the site has historically maintained access from all three (3) street frontages without any apparent adverse impacts on the surrounding neighborhood, a waiver of Section 6.C.7. may be appropriate.

The proposed lots meet the minimum width requirements of Section 6.C.2.(b)(2) of the Subdivision Regulations for lots within Residential Suburban Districts.

The lots also exceed the minimum size requirements for lots served by public water and sanitary sewer in the R-1, Single-Family Residential Suburban District. Lot sizes are labeled in both square feet and acres on the preliminary plat, and this information should be retained on the Final Plat, if approved, adjusted for any required dedication.

The required 25-foot front yard setback is shown along Magnolia Lane, Dauphin Island Parkway, and Nicholas Lane on the preliminary plat, consistent with Section 6.C.8. of the Subdivision Regulations and Article 2, Section 64-2-5.E. of the Unified Development Code (UDC) for R-1 Suburban District lots. These setbacks should likewise be retained on the Final Plat, if approved, and adjusted for any required dedication.

Approval of this subdivision would modify the boundaries of the Fulton Road Baptist Church Planned Unit Development (PUD). Because the concurrent application seeks to terminate the overall PUD, subdivision approval should be conditioned upon approval of the PUD termination. Without the termination, the subdivision would create lots that straddle existing PUD boundaries, which would instead require a Major Modification to the PUD.

Because the property is also subject to a previously approved Planning Approval authorizing the religious facility use, the proposed subdivision cannot be finalized until the Planning Approval boundaries are updated to reflect the newly created lots. Recent applications of a similar nature have required a Major Modification to existing approvals unless the modification solely removed undeveloped land from the approval area. In this case, the subdivision would reduce, but not eliminate, the area governed by the existing Planning Approval and does not alter the approved use. Therefore, approval of the subdivision should be contingent upon completion, or at least approval, of the Minor Modification process to revise the Planning Approval boundaries accordingly. If the Minor Modification is not completed, the subdivision would instead require a Major Modification to the Planning Approval prior to final approval.

The site is located within the Peninsula Overlay District. Accordingly, if the subdivision is approved, the development of each lot will be subject to the provisions of Article 12 of the UDC.

Planned Unit Development Termination

The applicant seeks to terminate a previously approved Planned Unit Development (PUD) associated with the Fulton Road Baptist Church property. Under the former Zoning Ordinance, PUDs expired one (1) year after approval if no associated development permits were obtained. Article 5, Section 64-5-8.A.2. of the Unified Development Code (UDC) later extended the expiration of all unexpired PUDs approved prior to March 1, 2023, to two (2) years if no associated development permits had been obtained. For PUDs where development had commenced or was completed prior to March 1, 2023, any subsequent modifications must be reviewed by the Planning and Zoning Department, with Major Modifications requiring Planning Commission and City Council approval.

The applicant's narrative, provided on Page 1 of this report, suggests that because the UDC no longer requires PUD approval for the type of development constructed on the site, the PUD should be terminated and no longer subject to modification review.

The original PUD was established solely to permit multiple buildings on a single building site. Under the UDC, multiple buildings may now be located on a single site without special approval if they comply with the dimensional requirements of Article 2 for the underlying zoning district, including minimum lot area, maximum lot coverage, maximum building height, and minimum front, side, and rear setbacks. Multiple buildings are likewise permitted without special approval if all applicable Article 3 development standards are met, including building design standards, tree and landscape requirements, buffer requirements where applicable, off-street parking and loading requirements, parking lot lighting standards (including photometric plans), and bicycle parking requirements.

The submitted site plan depicts the development of Lot 1 within the Fulton Road Baptist Church Subdivision. The concurrent subdivision request proposes to divide the original Lot 1 into three (3) lots—Lots A, B, and C. Approval of the subdivision would modify the boundaries of the existing PUD. Because the subdivision would otherwise create lots that straddle the current PUD boundaries, subdivision approval must be conditioned upon approval of the PUD termination. Without termination of the PUD, the subdivision would require a Major Modification to adjust the PUD boundaries.

The original PUD approval included four (4) conditions:

1. Completion of the subdivision process;
2. Installation of an eight-foot wooden privacy fence along the north and west property lines where the site abuts residential development;
3. Compliance with all municipal codes, including landscaping and tree plantings per Section IV.E.3.a. of the former Zoning Ordinance; and
4. General compliance with all municipal codes and ordinances.

If the PUD is terminated, Lot A would continue to contain the existing religious facility, consisting of two (2) buildings, with vehicular circulation and pedestrian access remaining unchanged. The eight-foot privacy fence along Nicholas Lane would also remain. Lots B and C would be created for single-family residential use, with no additional site modifications proposed.

It remains unclear whether the site fully complies with all current UDC standards, as the submitted plan appears to reflect the 2004 proposed development rather than the development as constructed. However, because the original PUD did not waive any development requirements of the former Zoning Ordinance and only allowed multiple buildings, any dimensional or design deficiencies may be considered non-conforming. The applicant should be aware that termination of the PUD will remove any previously granted flexibility, and all future development or redevelopment will be required to comply fully with the UDC.

The conditions attached to the original PUD are now standard requirements under the UDC, which may render them obsolete in the context of the termination request. However, the PUD termination does not address the existing Planning Approval authorizing the religious facility use. For similar recent requests, staff has required the Major Modification process to reflect the revised development area unless the request merely removed undeveloped land from an approval. In this case, the subdivision and PUD termination would reduce, but not eliminate, the area subject to the existing Planning Approval. Therefore, approval of both applications should be conditioned upon completion, or at least approval, of the Minor Modification process to correctly depict the updated boundaries.

If the termination is approved, the ordinance adopted by the City Council must be recorded in the Office of the Judge of Probate within 90 days, in accordance with Section 64-5-8.1.J.1.(a) of the UDC, or the approval shall be rendered null and void.

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:

Based on the preceding, if the Subdivision request is considered for approval, and with a waiver of Section 6.C.7. of the Subdivision Regulations (for excess street frontage), the following conditions could apply:

1. Retention of the right-of-way widths along Magnolia Lane and Nicholas Lane, as depicted on the preliminary plat;
2. Revision of the Final Plat to depict dedication sufficient to provide 50 feet from the centerline of Dauphin Island Parkway, unless a waiver of Section 6.B.2. of the Subdivision Regulations is granted by the Planning Commission;
3. Retention of the lot size labels in both square feet and acres, or the provision of a table on the Final Plat providing the same information, adjusted for any required dedication;
4. Retention of the 25-foot front yard setback along all street frontages, adjusted for any required dedication;
5. Administrative approval of a Minor Modification to the Fulton Road Baptist Church Planning Approval;
6. City Council approval of the associated PUD termination request prior to the Planning and Zoning Department signing the Final Plat;
7. Placement of a note on the Final Plat stating that the future development of each lot must comply with the Peninsula Overlay regulations of Article 12 of the UDC;
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 TERMINATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in Section 64-5-8-B.1-F states the following concerning Planned Unit Development Terminations:

Approval Criteria. The Planning Commission shall not recommend a termination of a Previously approved Planned Unit Development for approval, and the City Council shall not approve the termination, unless the proposed termination:

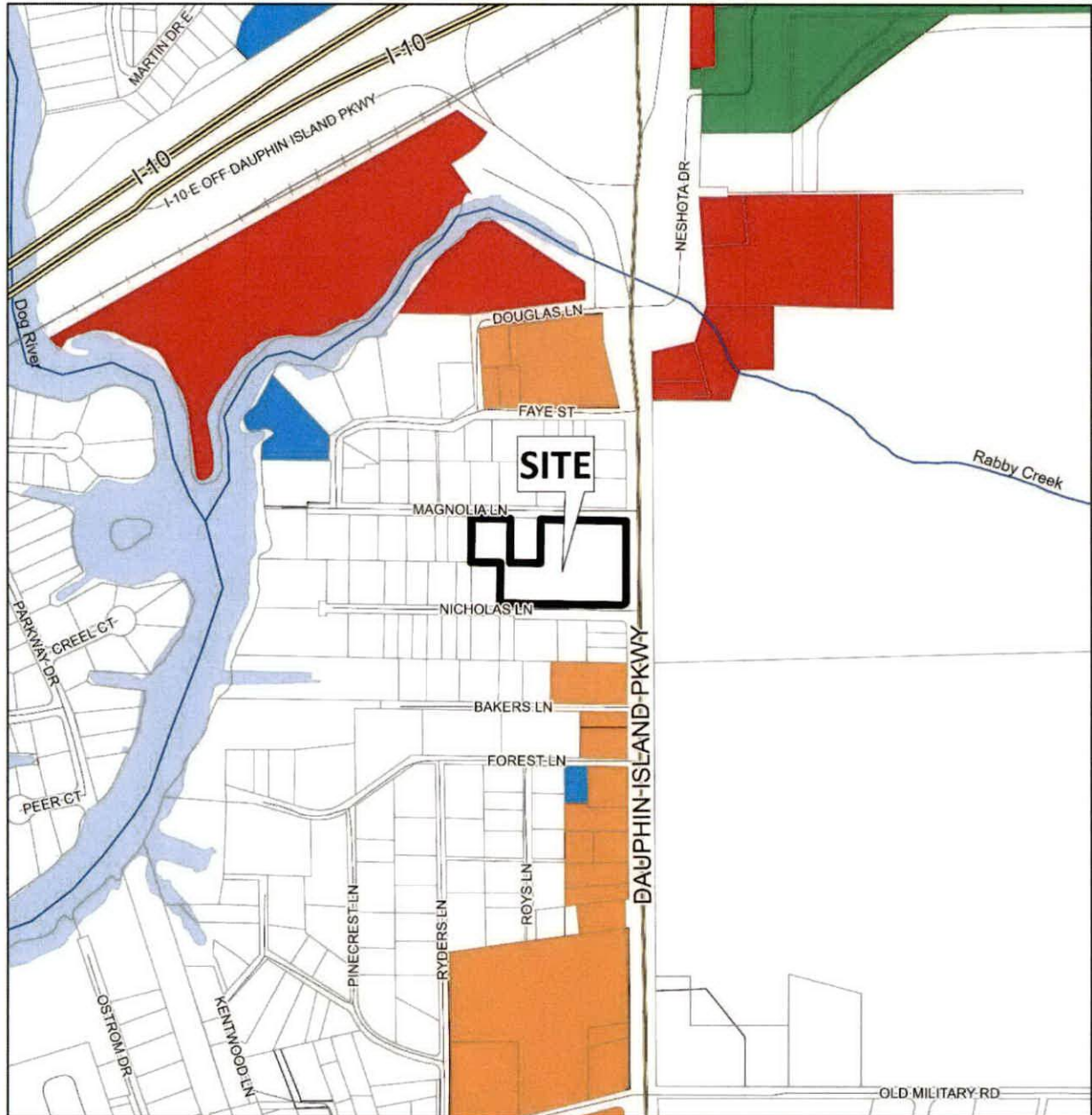
1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working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

Considerations:

If the Planning Commission considers approval of the request, the following conditions could apply.

1. Administrative approval of a Minor Modification to the Fulton Road Baptist Church Planning Approval;
2. Full compliance with all municipal codes and ordinances.

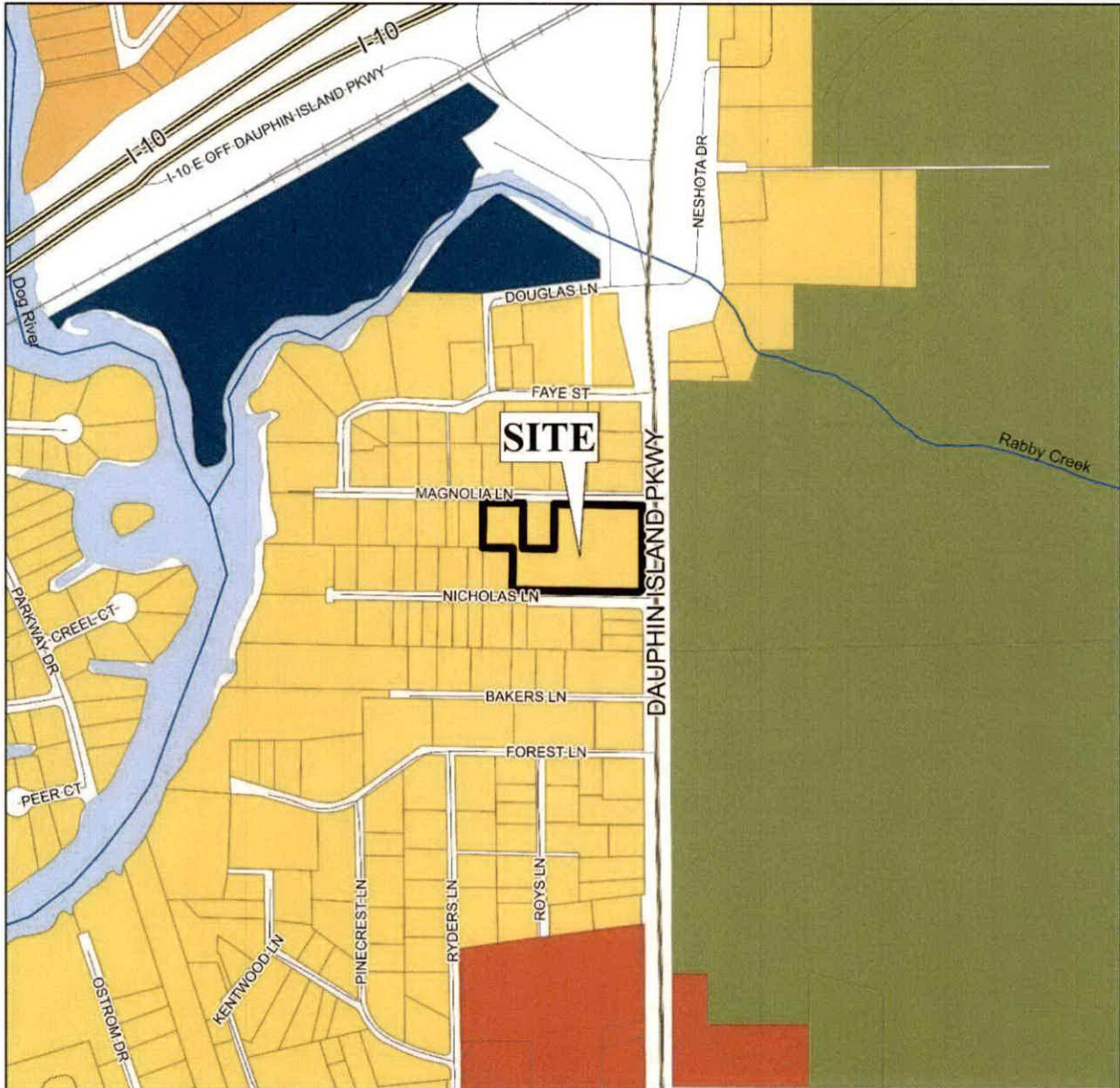
LOCATOR ZONING MAP



APPLICATION NUMBER 13 DATE December 18, 2025
 APPLICANT Fulton Road Baptist Church Subdivision, Resubdivision
 REQUEST Subdivision, PUD Termination



FLUM LOCATOR MAP



APPLICATION NUMBER 13 DATE December 18, 2025

APPLICANT Fulton Road Baptist Church Subdivision, Resubdivision

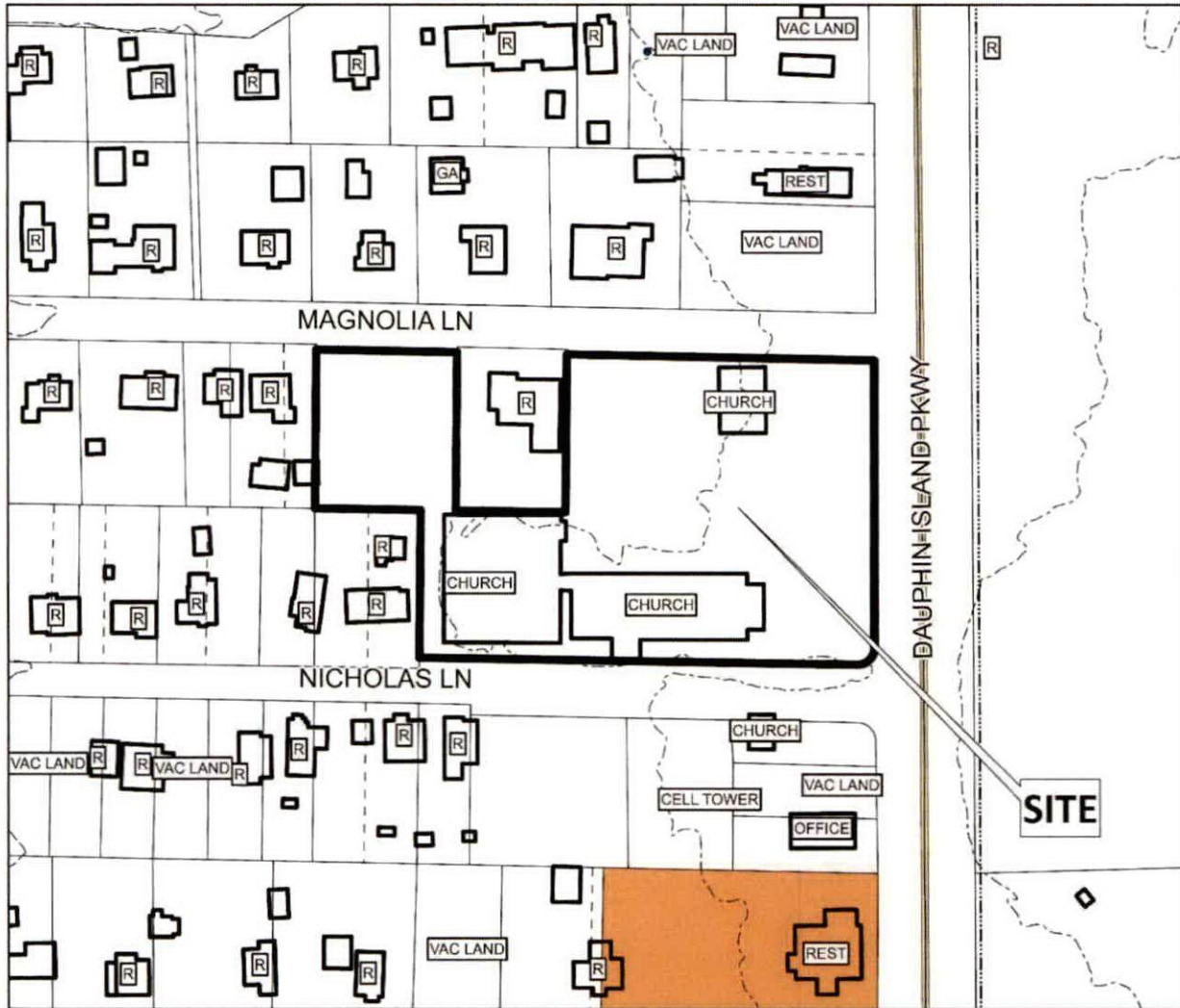
REQUEST Subdivision, PUD Termination

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



NTS

PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



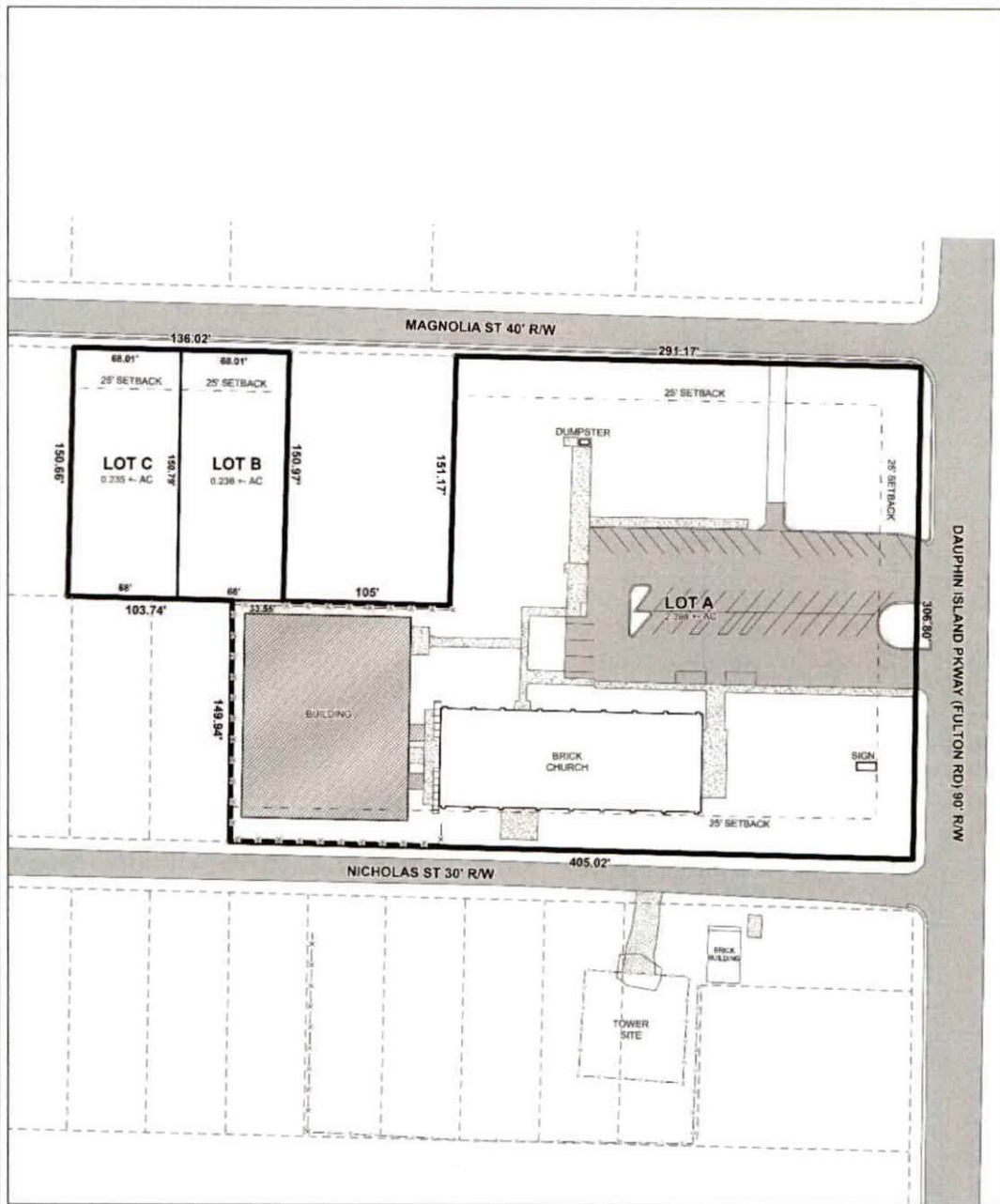
The site is surrounded by residential units. A restaurant lies to the south.

APPLICATION NUMBER 13 DATE December 18, 2025
 APPLICANT Fulton Road Baptist Church Subdivision, Resubdivision
 REQUEST Subdivision, PUD Termination

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



SITE PLAN

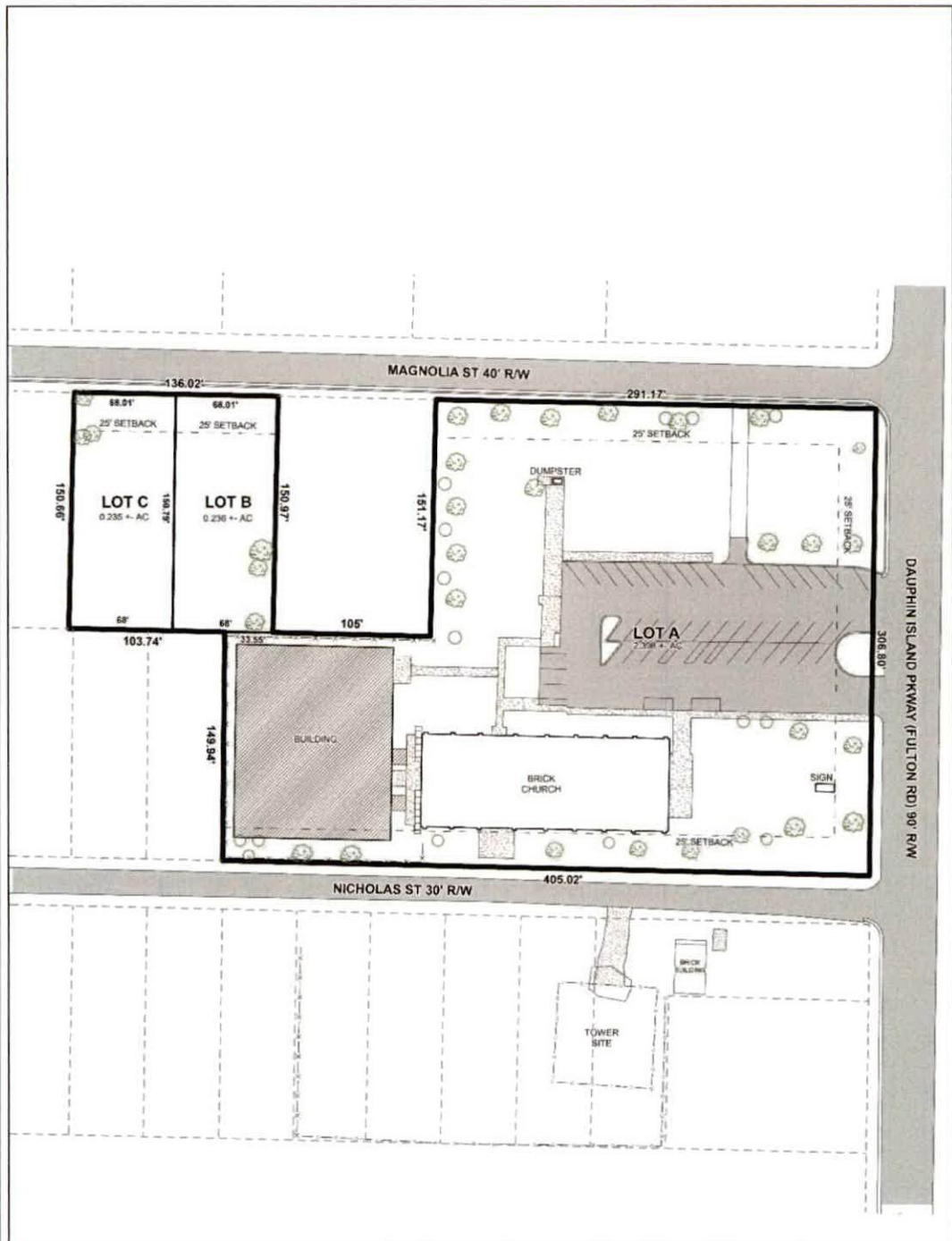


The site plan illustrates proposed lots, parking, buildings, and setbacks.

APPLICATION NUMBER	13	DATE	December 18, 2025
APPLICANT	Fulton Road Baptist Church Subdivision, Resubdivision of Lot 1		
REQUEST	Subdivision, PUD Termination		

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LANDSCAPING PLAN



APPLICATION NUMBER	13	DATE	December 18, 2025
APPLICANT	Fulton Road Baptist Church Subdivision, Resubdivision of Lot 1		
REQUEST	Subdivision, PUD Termination		

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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

[illegible]

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



RESOLUTION

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

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Modification of a
Previously Approved Planning Approval for
Property Located at 4568 Halls Mill Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **December 30, 2025**, a public hearing will be held on the **10th** day of **February, 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 4568 Halls Mill Road to allow expansion of a church school and day care in an R-1, Single-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

WHEREAS, a Planning Approval was approved on March 1, 2018, allowing a church school and day care in an R-1, Single-Family Residential Suburban District, on property located at 4568 Halls Mill Road and described as follows:

LOT 1, LMS. SUBDIVISION AS RECORDED IN MAP BOOK 113, PAGE 48, OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA;

WHEREAS, on October 20, 2025, the owner of said property applied for a Major Modification of a previously approved Planning Approval allowing a church school and day care in an R-1, Single-Family Residential Suburban District, to allow expansion of a church school and day care in an R-1, Single-Family Residential Suburban District

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. Provision of the size labels in both square feet and acres;
2. Provision of the building sizes in square feet on the site plan;
3. Retention of the right-of-way widths along all streets on the site plan;
4. Placement of a note on the site plan stating that the site will comply with tree planting and landscape area requirements;
5. Revision of the site plan to depict a compliant residential buffer where the site abuts residentially zoned or utilized property;
6. Retention of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
7. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (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. Provision of the size labels in both square feet and acres;
- 2. Provision of the building sizes in square feet on the site plan;
- 3. Retention of the right-of-way widths along all streets on the site plan;
- 4. Placement of a note on the site plan stating that the site will comply with tree planting and landscape area requirements;
- 5. Revision of the site plan to depict a compliant residential buffer where the site abuts residentially zoned or utilized property;
- 6. Retention of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
- 7. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (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 synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 10th 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 14th 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 **4568 Halls Mill Road**.

The proposed amendment will modify a Planning Approval that was approved for said location on **March 1, 2018**. The owner of said property has applied for a Major Modification of a previously approved **Planning Approval allowing a church school and day care in an R-1, Single-Family Residential Suburban District**, to allow expansion of a church school and day care in an **R-1, Single-Family Residential Suburban District**. If approved, the major modification will allow expansion of a church school and day care in an **R-1, Single-Family Residential Suburban District**, subject to the following proposed conditions: 1. Provision of the size labels in both square feet and acres; 2. Provision of the building sizes in square feet on the site plan; 3. Retention of the right-of-way widths along all streets on the site plan; 4. Placement of a note on the site plan stating that the site will comply with tree planting and landscape area requirements; 5. Revision of the site plan to depict a compliant residential buffer where the site abuts residentially zoned or utilized property; 6. Retention of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council; 7. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (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 March 1, 2018, **allowing a church school and day care in an R-1, Single-Family Residential Suburban District**, on property located at 4568 Halls Mill Road and described as follows:

LOT 1, I.M.S. SUBDIVISION AS RECORDED IN MAP BOOK 113, PAGE 48, OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

WHEREAS, on **October 20, 2025**, the owner of said property applied for a Major Modification of a previously approved Planning Approval **allowing a church school and day care in an R-1, Single-Family Residential Suburban District**, to **allow expansion of a church school and day care in an R-1, Single-Family Residential Suburban District**

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. Provision of the size labels in both square feet and acres;
2. Provision of the building sizes in square feet on the site plan;
3. Retention of the right-of-way widths along all streets on the site plan;
4. Placement of a note on the site plan stating that the site will comply with tree planting and landscape area requirements;
5. Revision of the site plan to depict a compliant residential buffer where the site abuts residentially zoned or utilized property;
6. Retention of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
7. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (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. Provision of the size labels in both square feet and acres;
2. Provision of the building sizes in square feet on the site plan;
3. Retention of the right-of-way widths along all streets on the site plan;
4. Placement of a note on the site plan stating that the site will comply with tree planting and landscape area requirements;
5. Revision of the site plan to depict a compliant residential buffer where the site abuts residentially zoned or utilized property;
6. Retention of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
7. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (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

**Melissa A. Hadley, Goodwyn Mills Cawood
Covenant Academy of Mobile Subdivision
4568 Halls Mill Road
Council District 4
Ben Reynolds**



THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

December 24, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

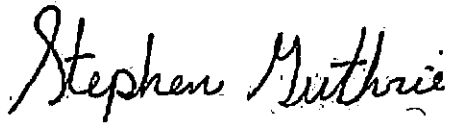
The Mobile City Planning Commission at its meeting on **November 20, 2025**, considered the request of **Melissa A. Hadley, Goodwyn Mills Cawood**, for a Major Modification of a previously approved Planning Approval **allowing a church school and day care in an R-1, Single-Family Residential Suburban District, to allow expansion of a church school and day care in an R-1, Single-Family Residential Suburban District** for the property located at **4568 Halls Mill Road**.

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

1. Provision of the size labels in both square feet and acres;
2. Provision of the building sizes in square feet on the site plan;
3. Retention of the right-of-way widths along all streets on the site plan;
4. Placement of a note on the site plan stating that the site will comply with tree planting and landscape area requirements;
5. Revision of the site plan to depict a compliant residential buffer where the site abuts residentially zoned or utilized property;
6. Retention of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
7. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (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,

A handwritten signature in cursive script that reads "Stephen Guthrie". The signature is written in dark ink and is positioned above the printed name and title.

Stephen Guthrie
Deputy Director, Planning & Zoning Department.

maf
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

November 24, 2025

Melissa Hadley
Goodwyn Mills Cawood, LLC
2039 Main Street
Daphne, Alabama 36526

Re: 4568 Halls Mill Road
MOD-003521-2025
Covenant Academy of Mobile Subdivision
Melissa A. Hadley, Goodwyn Mills Cawood
District 4
Major Modification of a previously approved Planning Approval allowing a church school and day care in an R-1, Single-Family Residential Suburban District, to allow expansion of a church school and day care in an R-1, Single-Family Residential Suburban District

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.

MOD-003521-2025 4568 Halls Mill Road
November 24, 2025

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. Provision of the size labels in both square feet and acres;
2. Provision of the building sizes in square feet on the site plan;
3. Retention of the right-of-way widths along all streets on the site plan;
4. Placement of a note on the site plan stating that the site will comply with tree planting and landscape area requirements;
5. Revision of the site plan to depict a compliant residential buffer where the site abuts residentially zoned or utilized property;
6. Retention of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
7. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (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 **\$448.78**. 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.

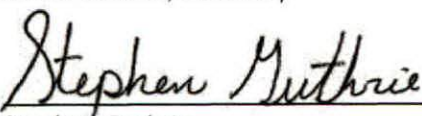
Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org) 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
Deputy Director of Planning and Zoning



Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits**

Checklist A

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

Checklist B

☐ **Planned Development**

Checklist C

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

Checklist D

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

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

	Applicant	Agent (If Applicable)
Name:	Melissa A. Hadley	Melissa A. Hadley
Firm:	Goodwyn Mills Cawood	Goodwyn Mills Cawood
Phone:	251-626-2626	251-626-2626
Email:	melissa.hadley@gmcnetwork.com	melissa.hadley@gmcnetwork.com
Address:	2039 Main St., Daphne, AL 36526	2039 Main St., Daphne, AL 36526

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

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

	Owner	Design Professional
Name:	Spencer Ruggs, Jr.	Melissa A. Hadley, PhD, RLA, AICP
Firm:	Dunnaway Corporation	Goodwyn Mills Cawood
Phone:	251-554-7780	251-626-2626
Email:	spencerruggs@hotmail.com	melissa.hadley@gmcnetwork.com
Address:	4710 Belle Isle Ln., Mobile, AL 36619	2039 Main St., Daphne, AL 36526

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.
 4568 Halls Mill Rd, Mobile, AL 36693 18.21 ac

Property Address
 1130653 & 3607476

Property Area (acres or square feet)

Parcel Number(s) or Key Number(s)
 R-1

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

Melissa A. Hadley
 Applicant or Agent Signature (if applicable)

Date

10/13/2025
 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.

Melissa A. Hadley
 Applicant or Agent Signature

10/13/2025
 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 site is compatible with its Institutional FLUM designation, which includes land and buildings that serve the public and provide civic use or amenity. Semi-public uses such as schools are included in this designation. The site currently operates as a charter school and the purpose of the amendment request to the PUD is to construct an additional academic building.

Institutional

Future Land Use Map (FLUM) Designation

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

The site is located on the north side of Halls Mill Road, a major commercial corridor in West Mobile. Adjoining uses include various commercial and light industrial, churches, apartments, and a Mobile County Schools bus site all oriented to Halls Mill Road. Single family residential uses are located north and west of the site. Covenant Academy of Mobile has been successfully operating as a public charter school within this mixed context and does not conflict with the surrounding neighborhoods.

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

The proposed building is located on the westerly portion of the overall site and will face the existing campus buildings. The school's existing driveway provides access from Halls Mill Road and will be utilized for the proposed building. Thus, no new driveways are proposed. The proposed use will not result in any conflicts with or prevent any improvements on adjoining properties.

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

5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
☒ Yes ☐ No

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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Revised March 2025

6. Please provide the following information:

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

There are four existing buildings on the site with stucco and metal facades. The buildings are clustered in the northeastern portion of the site. Three are single story and one, containing the gymnasium, is a two story structure. The western part of the site contains football and baseball fields.

- ☐ 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 mature landscape planting around the front facing building with mature trees around the perimeter of the site. The area of the site between the buildings and Halls Mill Road is primarily open and mowed.

- ☐ Lighting:

Lighting on the site includes pole lighting in the parking lot and around the football field and buildings.

- ☐ Hours of operation:

School hours are 7:00am to 3:30 pm, Monday - Friday, with various after school activities occurring Monday - Friday and occasional Saturdays.

- ☐ 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.

There are no known noxious or offensive elements associated with the school that are detrimental to the public health, safety, or general welfare.

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Revised March 2025

NEIGHBORHOOD MEETING DOCUMENTATION

The following are required for neighborhood meeting documentation. Please provide a statement for all items. Refer to [Section 64-5-4 of the UDC](#) for full requirements.

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- a) Any Rezoning to a higher classification;
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Please verify the following documentation is provided:

- ☒ Dated Photograph(s) of the posted sign(s)
- ☒ The verified address list of surrounding property owners who were notified
- ☒ A sign-in sheet documenting meeting attendance
- ☒ Written summary or minutes of the meeting
- ☒ Copies of any site plans, building elevations or other documents provided or referenced at the meeting

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?

Meeting was held on 10/8/2025 from 5:30 to 6:30 pm at the Covenant Academy of Mobile's gymnasium.

2. What information was presented at the meeting?

The purpose of the PUD Amendment request

Drawings depicting the proposed building, floor plan and elevations, and the proposed site layout

3. What concerns were raised during the meeting?

No concerns were expressed by the residents, just seeking information on the proposed use

4. Were any modifications made or considered in response to the concerns raised at the meeting?

no



Plan Submission Contact Information

Name of Project Covenant Academy of Mobile

Address 4568 Halls Mills Road, Mobile, AL 36693

Owner Dunnaway Corporation

Address 4710 Belle Isle Lane, Mobile, AL Zip Code 36619

Phone (251) 307-1863 Fax _____ Email spencerruggs@hotmail.com

Authorized Agent Goodwyn Mills Cawood, LLC

Address 2039 Main Street, Daphne, AL Zip Code 36526

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

Contractor _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer Goodwyn Mills Cawood, LLC

Address 2039 Main Street, Daphne, AL Zip Code 36526

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

Architect Goodwyn Mills Cawood, LLC

Address 11 North Water Street, Suite 19290, Mobile, AL Zip Code 36602

Phone 251-460-4006 Fax _____ Email chris.lunsford@gmcnetwork.com

Submitted by:

Goodwyn Mills Cawood, LLC

Melissa Hadley

Signature

Print

8/21/25

Agent

Date

Affiliation to project/Organization



Corporate Letter of Authorization

I, Spencer Ruggs, 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 Covenant Academy of Mobile, a corporation for the property located within the city limits of Mobile, Alabama at 4568 Halls Mills Road.

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

Goodwyn Mills Cawood, LLC/Melissa Hadley

Designee (1)

Melissa.hadley@gmcnetwork.com

Email

251-626-2626

Phone Number

Designee (2)

Email

Phone Number

Signature of Company Owner

09-28-2025

Date



PUD AMENDMENT JUSTIFICATION

COVENANT ACADEMY OF MOBILE

4568 HALLS MILL ROAD, MOBILE, AL 36693

The purpose of the PUD Amendment is to create two lots and add a new building to the site. The proposed building is located on the westerly portion of the overall site and will face the existing campus buildings. The school's existing driveway provides access from Halls Mill Road and will be utilized for the proposed building. Thus, no new driveways are proposed. The proposed use will not result in any conflicts with or prevent any improvements on adjoining properties.

The site is compatible with its Institutional FLUM designation, which includes land and buildings that serve the public and provide civic use or amenity. Semi-public uses such as schools are included in this designation. The site currently operates as a charter school serving Kindergarten through 7th Grade students. Covenant Academy of Mobile has been successfully operating as a public charter school since 2023 within its mixed-use context and does not conflict with the surrounding neighborhoods or various commercial uses.

Covenant Academy of Mobile provides a valuable service to the community by expanding enhanced educational opportunities. The proposed additional building on the campus will give the school the ability to add additional grades, thus serving more Mobile students and families.



LEGAL DESCRIPTION

COVENANT ACADEMY OF MOBILE

4568 HALLS MILL ROAD, MOBILE, AL 36693

LOT 1, I.M.S. SUBDIVISION AS SHOWN ON PLAT THEREOF RECORDED IN MAP BOOK 113,
PAGE 48 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY.



Goodwyn Mills Cawood

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

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

www.gmcnetwork.com

September 17, 2025

RE: Covenant Academy of Mobile
Modification of an existing Planned Development

Dear Resident:

The City of Mobile zoning regulation requires that all property owners within 300-feet of a property being considered for a modification to a previously approved Planned Unit Development (PUD) be notified by mail. You have been identified as a property owner within this required notification area as shown on the City of Mobile Planning and Zoning Office GIS maps. The proposed request is described below.

The subject property is located on the north side of Halls Mill Road lying west of Laughlin Drive. Dunnaway Corporation is requesting the above referenced PUD modification to construct an additional building on the existing campus. Please find a copy of the proposed site plan attached.

Goodwyn Mills Cawood, LLC (GMC) will hold a Neighborhood Meeting on behalf of the applicant to provide information about the requested modification. The meeting details are as follows:

Date: October 8, 2025
Time: 5:30 to 6:30 p.m.
Location: Covenant Academy of Mobile, Gymnasium bldg
4568 Halls Mill Road
Mobile, AL

Should you have any questions or concerns, please contact me at (251) 380-8746. Thank you.

Sincerely,

GOODWYN MILLS CAWOOD, LLC


Melissa A. Hadley, PhD, RLA AICP
Project Manager

/blg
attachments

Building Communities



COMMUNITY MEETING SIGN IN SHEET

COVENANT ACADEMY OF MOBILE
4568 HALLS MILL ROAD, MOBILE, AL 36693

GMC PROJECT NO. CMOB240057
OCTOBER 8, 2025 @ 5:30PM

PLEASE PRINT

NAME	ADDRESS	EMAIL/PHONE NUMBER
Ashley Kendrick		251-454-9811 / ashleykendrick@cityofmobile.org
Barbara Garner		GMC
Brenda Hartzog		(251) 510-3671 bhartzog@camobile.us
Kristi Jolly		(251) 307-1823 / kjolly@camobile.us
Chris Lunsford		251-281-6392 / chris.lunsford@gmccreators.com
Marlene Wiley		251-455-9022
Melissa Hadley	GMC	



COMMUNITY MEETING MINUTES

COVENANT ACADEMY OF MOBILE

GYMNASIUM BUILDING

4568 HALLS MILL ROAD, MOBILE, AL 36693

GMC PROJECT NO. CMOB240057

OCTOBER 8, 2025 @ 5:30PM

Melissa Hadley, GMC Engineering, explained the PUD Amendment process and the purpose of the meeting.

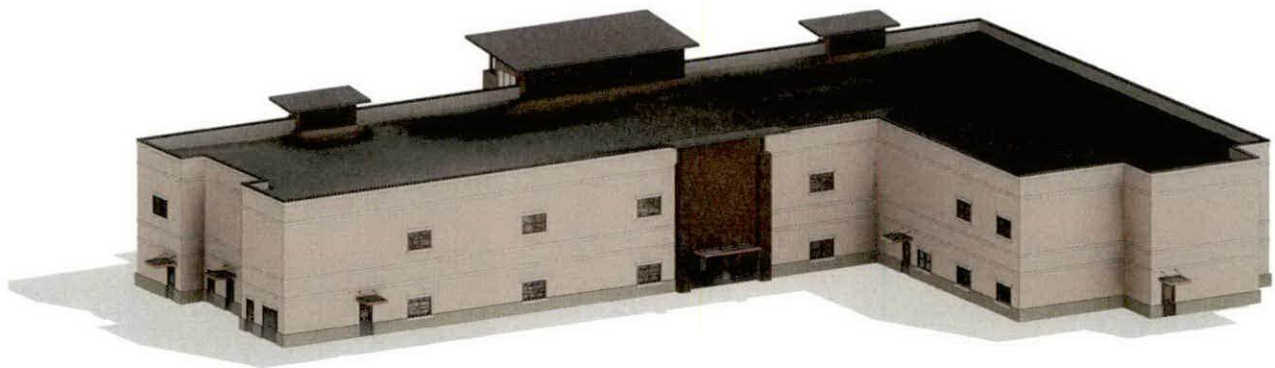
Resident neighbor, Marlene Wiley, asked when is completion of building. Chris Lunsford, GMC Architecture, answers "In Phases over the next year or so". She also asked about uses inside the building which was explained as primarily classrooms. Ms. Wiley was appreciative of the information and is supportive of the project.

No further questions or comments were received.

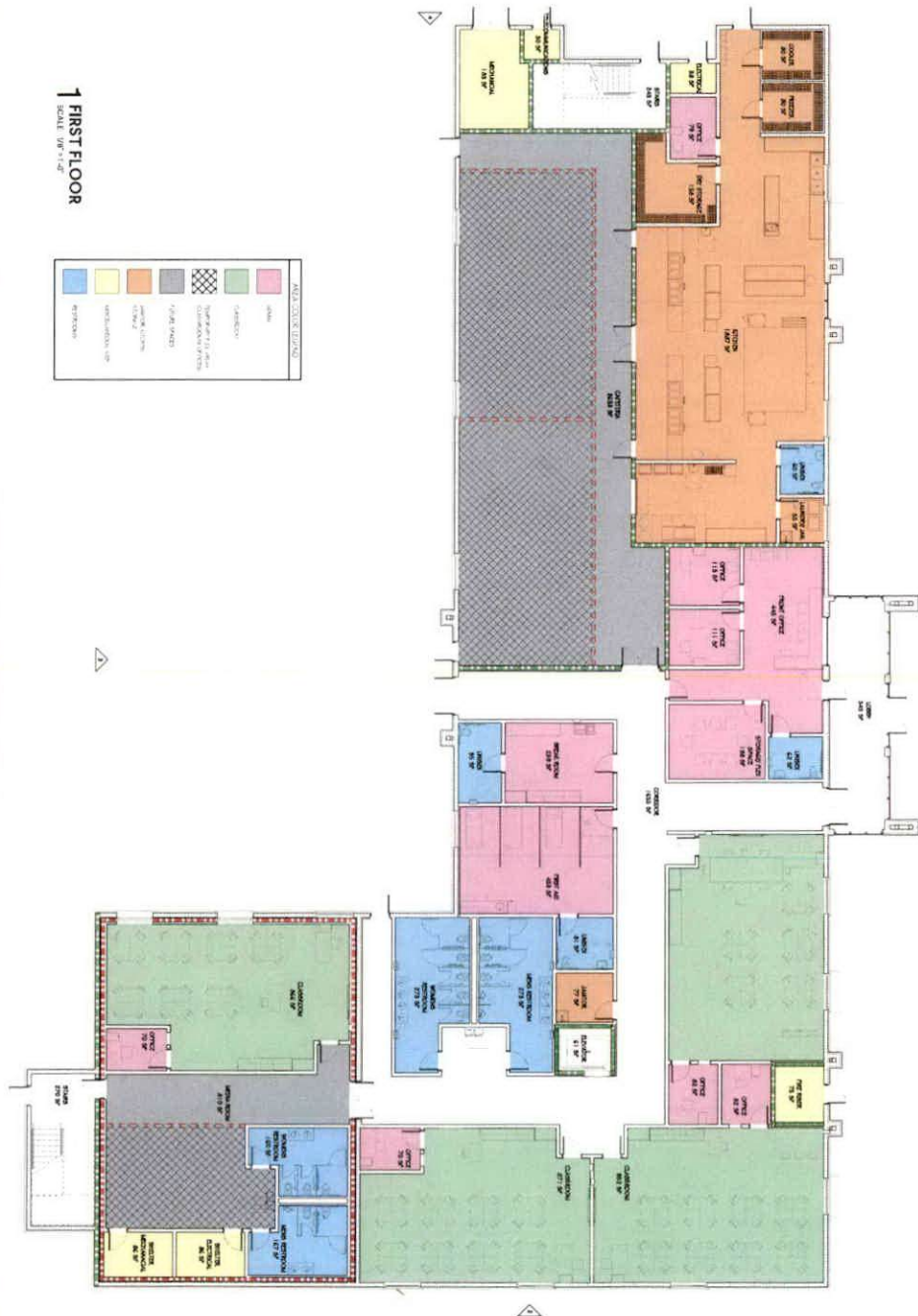
Meeting adjourned at 6:30PM

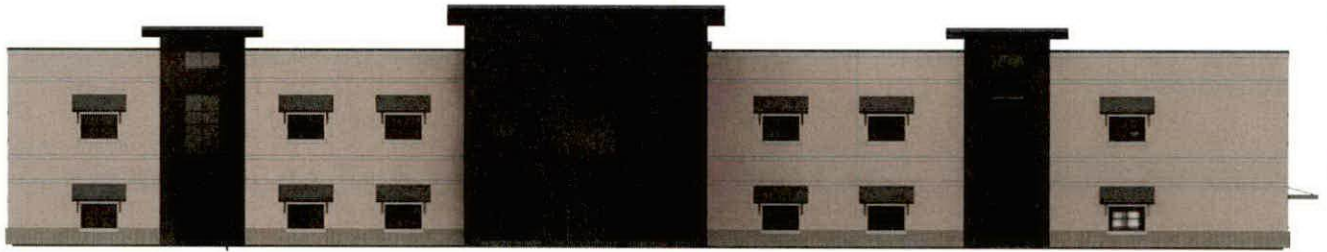


3D ISOMETRIC - FRONT



3D ISOMETRIC - BACK





1 EXTERIOR ELEVATION
SCALE: 1/8"=1'-0"



2 EXTERIOR ELEVATION
SCALE: 1/8"=1'-0"



3 EXTERIOR ELEVATION
SCALE: 1/8"=1'-0"



4 EXTERIOR ELEVATION
SCALE: 1/8"=1'-0"



4663 Halls Mill Rd LLC
4663 Halls Mill Rd
Mobile, AL 36693

Carr Foday
1574 Regency Dr
Mobile, AL 36693

Fowler, Gregory & Janel
50 Kingswood Dr W
Mobile, AL 36608

Abastoflor, Jaime & Sheila
4433 Radian Dr
Mobile, AL 36693

Caruso, Robert & Sandra
PO Box 9992
Mobile, AL 36691

Fowler, Sarah
5905 Cottage Hill Rd
Mobile, AL 36609

Alvey, John & Jennifer
1567 Regency Dr
Mobile, AL 36693

Champagne, Melia
4409 Radian Dr
Mobile, AL 36693

Funero, Stephanie & Freddie
4437 Radian Dr
Mobile, AL 36693

Arrington, Kenneth & Rhonda
4420 Radian Dr
Mobile, AL 36693

Clark Stephanie & Jason
4413 Radian Dr
Mobile, AL 36693

Goodall, Ethelyon & Charles
4405 Birchwood Dr E
Mobile, AL 36693

Board of School Comm
Facilities Dept.
PO Box 180069
Mobile, AL 36618

Cobb, Byron
4407 Birchwood Dr E
Mobile, AL 36693

Hall DEM LLC
PO Box 16066
Mobile, AL 36616

Boatman, Kenneth & Joyce
4425 Radian Dr
Mobile, AL 36693

Construction Fabrication Svcs
4700 Halls Mill Rd
Mobile, AL 36693

Halls Mill LLC
4670 Halls Mill Rd
Mobile, AL 36693

Britt Kenneth, Elsie & Kerry
1579 Regency Dr
Mobile, AL 36693

Cothran, Mark
1587 Regency Dr
Mobile, AL 36693

Harrell, Craig
4424 Radian Dr
Mobile, AL 36693

Brooks, Jerry & Wanda
1578 Regency Dr
Mobile, AL 36693

Davison, Winston
1590 Regency Dr
Mobile, AL 36693

Helms, Christopher
504 Hayfield Pl
Mobile, AL 36608

Campbell, Daniel
1613 Regency Dr
Mobile, AL 36693

Dunnaway Corp
4710 Belle Isle La
Mobile, AL 36619

Herrera, Lorenza & Susan
1610 Regency Dr
Mobile, AL 36693

Cannon, Susan
4658 Halls Mill Rd
Mobile, AL 36693

First Independent Southern
4410 Birchwood Dr
Mobile, AL 36609

Hill, Jack & Bonnie
1604 Regency Dr
Mobile, AL 36693

Hill, Jack & Tammy
1611 Regency Dr
Mobile, AL 36693

Houseman, Judy
4405 Radman Dr
Mobile, AL 36693

Jones, Alton & Sue Ellen
1570 Regency Dr
Mobile, AL 36693

JWO Investments, LLC
3755 Professional Pkwy
Ste B
Mobile, AL 36693

Kelley, Alecia & Ronald
1607 Regency Dr
Mobile, AL 36693

Lee, Herng & Shu-Shun
6706 Heirloom Ct
Frederick, MD 21702

LMR Properties, LLC
1485 Brockton La
Mobile, AL 36695

Lowe, Kenneth & Wesley
4429 Radian Dr
Mobile, AL 36693

Lowe, Randall
1609 Randall Dr
Mobile, AL 36693

Lowe, Wesley & Terra
4421 Radian Dr
Mobile, AL 36693

McGee, Mia & Corrie
1605 Regency Dr
Mobile, AL 36693

Mixon, Amerisha
4410 Birchwood Dr E
Mobile, AL 36693

Moreman, Kenneth
1559 Radian Ct
Mobile, AL 36693

Nationstar Mortgage
8950 Cypress Waters Blvd
Coppell, TX 75019

Owens, Jacob
1614 Regency Dr
Mobile, AL 36693

Persons Devel & Const Svc
4474 Halls Mill Rd
Mobile, AL 36693

Poole, Steven & Gina
1564 Regency Dr
Mobile, AL 36693

Pritchard, Paul & Angela
1601 Regency Dr
Mobile, AL 36693

RBVP, LLC
796 Arbor Ct
Mobile, AL 36609

RJG Devel, LLC
5966 Shenandoah Rd S
Mobile, AL 36608

Robinson, Ladarius
2564 Magnolia Grande Dr
Mobile, AL 36618

Shaw, Robert & Nancy
1558 Apex Dr
Mobile, AL 36693

Smith, Deborah
1558 Radian Ct
Mobile, AL 36693

Solberger, Carol
1591 Regency Dr
Mobile, AL 36693

Stabile, Darryl & Roberta
4417 Radian Dr
Mobile, AL 36693

Sullivan, Ruthetta
PO Box 40053
Mobile, AL 36640

Watts, Demetrius & Henrietta
4428 Radian Dr
Mobile, AL 36693

Wiggins, Betty
1575 Regency Dr
Mobile, AL 36693

Wiley, Kenneth & Marlene
1600 Regency Dr
Mobile, AL 36693

Wright, Robert
1603 Regency Dr
Mobile, AL 36693



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:	Melissa A. Hadley	Melissa A. Hadley
Firm:	Goodwyn Mills Cawood	Goodwyn Mills Cawood
Phone:		
Email:		
Address:		

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	Owner	Design Professional
Name:	Spencer Ruggs, Jr.	Melissa A. Hadley, PhD, RLA, AICP
Firm:	Dunnaway Corporation	Goodwyn Mills Cawood
Phone:		
Email:		
Address:		

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18.21 ac

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Owner Signature

Melissa A. Hadley
 Applicant or Agent Signature (if applicable)

Date

10/13/2025
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10/13/2025
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Institutional

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

Revised March 2025

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Lighting on the site includes pole lighting in the parking lot and around the football field and buildings.

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Revised March 2025

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- ☒ A sign-in sheet documenting meeting attendance
- ☒ Written summary or minutes of the meeting
- ☒ Copies of any site plans, building elevations or other documents provided or referenced at the meeting

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?

Meeting was held on 10/8/2025 from 5:30 to 6:30 pm at the Covenant Academy of Mobile's gymnasium.

2. What information was presented at the meeting?

The purpose of the PUD Amendment request

Drawings depicting the proposed building, floor plan and elevations, and the proposed site layout

3. What concerns were raised during the meeting?

No concerns were expressed by the residents, just seeking information on the proposed use

4. Were any modifications made or considered in response to the concerns raised at the meeting?

no

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

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

Revised March 2025



Agenda Item # 13

SUB-003522-2025, MOD-003521-2025 & MOD-03523-2024

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

[Applicant Materials for Consideration – Subdivision](#)

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

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

DETAILS

Location:

4568 Halls Mill Road

Applicant / Agent:

Melissa A. Hadley, Goodwyn Mills Cawood

Property Owner:

Dunnaway Corporation

Current Zoning:

R-1, Single-Family Residential Suburban District

Future Land Use:

Institutional

Applicable Codes, Policies, and Plans:

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

Schedule for Development:

- Not provided

Proposal:

- Subdivision approval to create two (2) legal lots of record from a single legal lot of record.
- Modification of a previously approved Planning Approval
- Modification of a previously approved Planned Unit Development

Considerations:

1. Subdivision proposal with eight (8) conditions;
2. Modification of a previously approved Planned Unit Development with eight (8) conditions; and
3. Modification of a previously approved Planning Approval with eight (8) conditions.

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Exhibits	9

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units. Industrial units lie to the south.

APPLICATION NUMBER <u>13</u> DATE <u>November 20, 2025</u>
APPLICANT <u>Covenant Academy of Mobile Subdivision</u>
REQUEST <u>Subdivision, PUD Modification, PA Modification</u>



SITE HISTORY

The site was the subject of a two (2) lot subdivision, I.M.S. Subdivision, which was approved by the Planning Commission in 2006, and subsequently recorded in Probate Court.

The site had Planned Unit Development (PUD) and Planning Approval (PA) in 2016 to allow a church school and daycare to operate in an R-1 district, with multiple buildings on multiple lots, with shared access. Amendments were made to the PUD and PA site plan in both 2017 and 2018.

The site was before the Board of Zoning Adjustment at its March 5, 2018 meeting, to request Parking and Access/Maneuvering Surface Variances to allow the retention of aggregate parking and access/maneuvering surfaces at a school in an R-1, Single-Family Residential District. The variance application was denied.

In September 2025, the site was granted a Sign Variance by the Board of Zoning Adjustment to allow a digital sign within 300-feet of residentially zoned property.

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. Add legible street names to the vicinity map.
- C. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo LOTS 1-A and 1-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-A – NONE and LOT 1-B – 125,400 SF.
- 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.

Planning Approval Modification (MOD-003521-2025)

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

Planned Unit Development Modification (MOD-003523-2025)

No comments

Traffic Engineering Comments:

A traffic impact study will be required for this site. 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.

Fire hydrants will be required within 500 feet of all structures.

Planning Comments:

Subdivision

The purpose of the subdivision request is to create two (2) legal lots of record from one (1) legal lot of record. The site is served by public water and sanitary sewer.

Both lots have frontage onto Halls Mill Road, with the proposed Lot 1-B having frontage onto Knob Hill Drive as well. Halls Mill Road, a minor arterial street, is depicted as having a right-of-way that varies, but the site was required to make dedication to provide 35-feet from the centerline with the 2006 Subdivision, making no additional dedication necessary. Knob Hill Drive, a minor street with curb and gutter, is depicted as having a compliant 50-foot right-of-way, making no dedication necessary.

The previously approved Subdivision for the site limited the subject site to two (2) curb cuts to Halls Mill Road, and one (1) curb cut to Knob Hill Drive. As such, if approved, proposed Lot 1-A should be limited to one (1) curb cut to Halls Mill Road, and proposed Lot 1-B should be limited to one (1) curb cut to Halls Mill Road, and one (1) curb cut to Knob Hill Drive.

Both lots, as proposed, exceed the minimum size requirements for lots served by public water and sanitary sewer in an B R-1, Single-Family Residential Suburban District. However, the plat only provides the lot sizes in acres. If approved, the Final Plat should have the lot sizes labeled in both square feet and acres; or the provision of a table on the Final Plat with the same information will suffice.

There is a note on the preliminary plat stating that a 25-foot building setback line is required, but is not depicted. If approved, the setback line should be illustrated for both street frontages.

It should be noted that the proposed Lot 1-A is unusually shaped, and is considered a flag lot, with a “pole” that is 60-feet wide at the street frontage, as Section 6.C.2(b)(2) of the Subdivision Regulations requires, but reduces to approximately 21-feet wide, before increasing to 237-feet wide. Therefore, if approved, a waiver of Section 6.C.2(b)(2) of the Subdivision Regulations.

Planning Approval and Planned Unit Development Modifications

The original PUD allowed for multiple buildings on a single building site, and shared access and parking between multiple building sites. The Planning Approval allowed for the operation of a school in a residential district. The applicant is proposing to create a second lot within the existing campus, which will then be developed with a new building for the school. Detailed descriptions of both requests are available via the links on page 1 of this report.

Both lots, as proposed, exceed the minimum size requirements for lots served by public water and sanitary sewer in an B R-1, Single-Family Residential Suburban District. However, the site plan only provides the lot sizes in acres. If approved, the site plan should have the lot sizes labeled in both square feet and acres; or the provision of a table on the site plan with the same information will suffice.

The site plan submitted indicates that there are 49 existing classrooms, with an additional 14 being proposed with the new structure, for a total of 63 classrooms. The UDC requires two (2) parking spaces per classroom, for a total of 126 parking spaces required for the development. The site plan indicates that a total of 144 parking spaces are to be provided. Because additional parking spaces are to be provided, it should be noted that a minimum of 18 parking spaces will be required to have an alternative paving surface.

In order to help staff calculations of site coverage, the site plan should be revised to indicate the square footage of all structures on the site, if approved.

No mention is made of tree planting or landscape area on the proposed site plan. Because the applicant is proposing to create a new lot for a new development, the new lot will be required to fully comply with the tree planting and landscape area requirements of the UDC.

The site is abutted by properties to the North, East, and West that are zoned R-1, Single-Family Residential Suburban District, with properties zoned B-3, Community Business Suburban District; I-1, Light Industry District; and R-1, Single-Family Residential Suburban District to the South. If approved, the site plan should be revised to clearly depict a compliant residential buffer where the site abuts residentially zoned or utilized property.

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

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, with a waiver of Section 6.C.2(b)(2) of the Subdivision Regulations, the following conditions could apply:

1. Retention of the right-of-way widths for Halls Mill Road and Knob Hill Drive on the Final Plat;
2. Provision of the lot size labels in both square feet and acres, or provision of a table on the Final Plat with the same information, adjusted for any required dedication;
3. Depiction of the 25-foot minimum building setback line along Halls Mill Road and Knob Hill Drive, as required by Section 5.C.2.(i) of the Subdivision Regulations and Article 2, Section 64-2-10.E. of the Unified Development Code;
4. Placement of a note on the Final Plat stating that the proposed Lot 1-A should be limited to one (1) curb cut to Halls Mill Road, and proposed Lot 1-B should be limited to one (1) curb cut to Halls Mill Road, and one (1) curb cut to Knob Hill Drive;
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.

PLANNING APPROVAL / PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

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

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

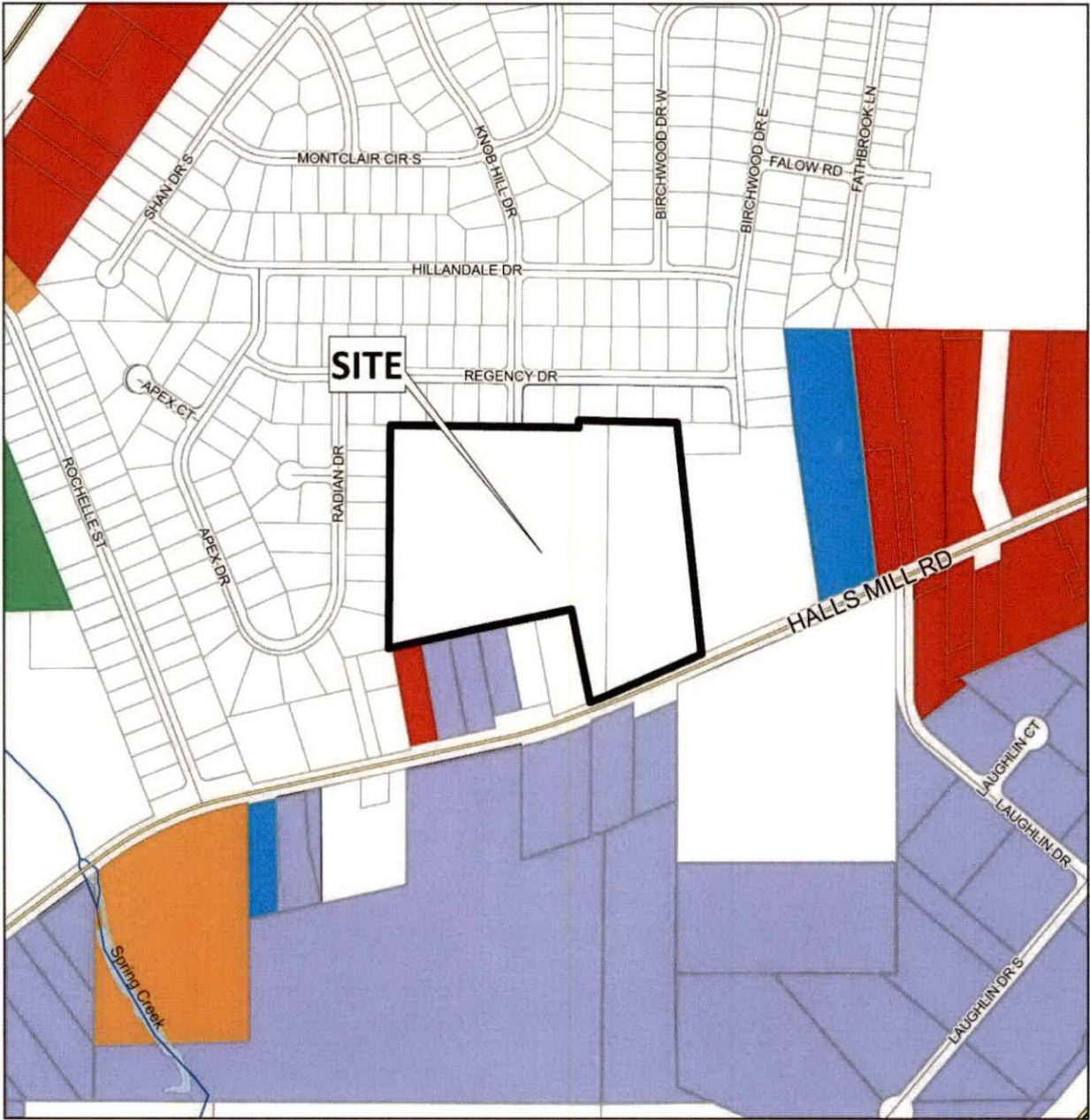
1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working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

Considerations:

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

1. Provision of the size labels in both square feet and acres;
2. Provision of the building sizes in square feet on the site plan;
3. Retention of the right-of-way widths along all streets on the site plan;
4. Placement of a note on the site plan stating that the site will comply with tree planting and landscape area requirements;
5. Revision of the site plan to depict a compliant residential buffer where the site abuts residentially zoned or utilized property;
6. Retention of a note on the Final Planning Approval and PUD site plans stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
7. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development and Planning Approval site plans prior to their recording in Probate Court, and the provision of copies of the recorded site plans (hard copy and pdf) to Planning and Zoning; and,
8. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



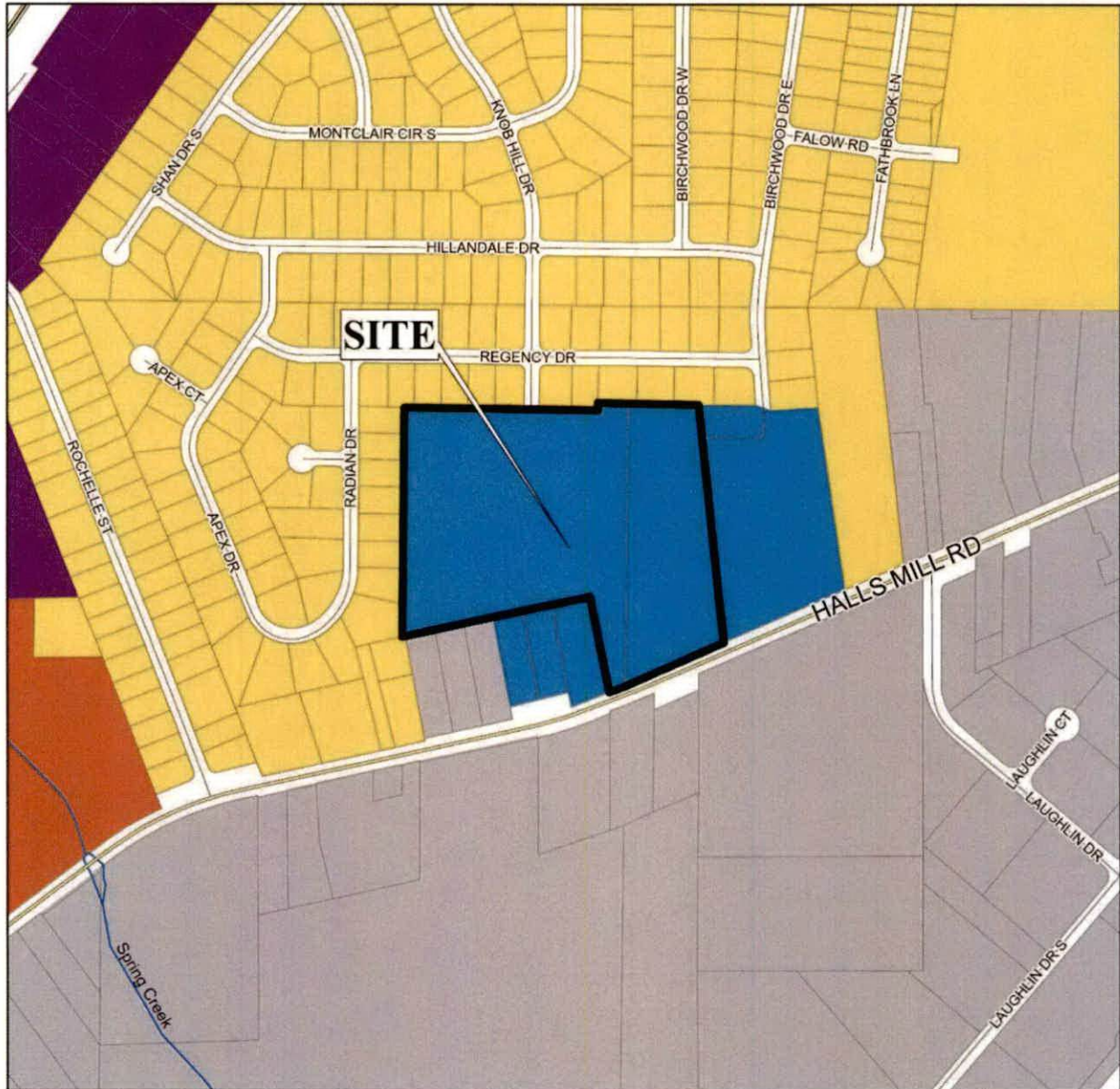
APPLICATION NUMBER 13 DATE November 20, 2025

APPLICANT Covenant Academy of Mobile Subdivision

REQUEST Subdivision, PUD Modification, PA Modification



FLUM LOCATOR MAP



APPLICATION NUMBER 13 DATE November 20, 2025

APPLICANT Covenant Academy of Mobile Subdivision

REQUEST Subdivision, PUD Modification, PA Modification

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



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units. Industrial units lie to the south.

APPLICATION NUMBER 13 DATE November 20, 2025

APPLICANT Covenant Academy of Mobile Subdivision

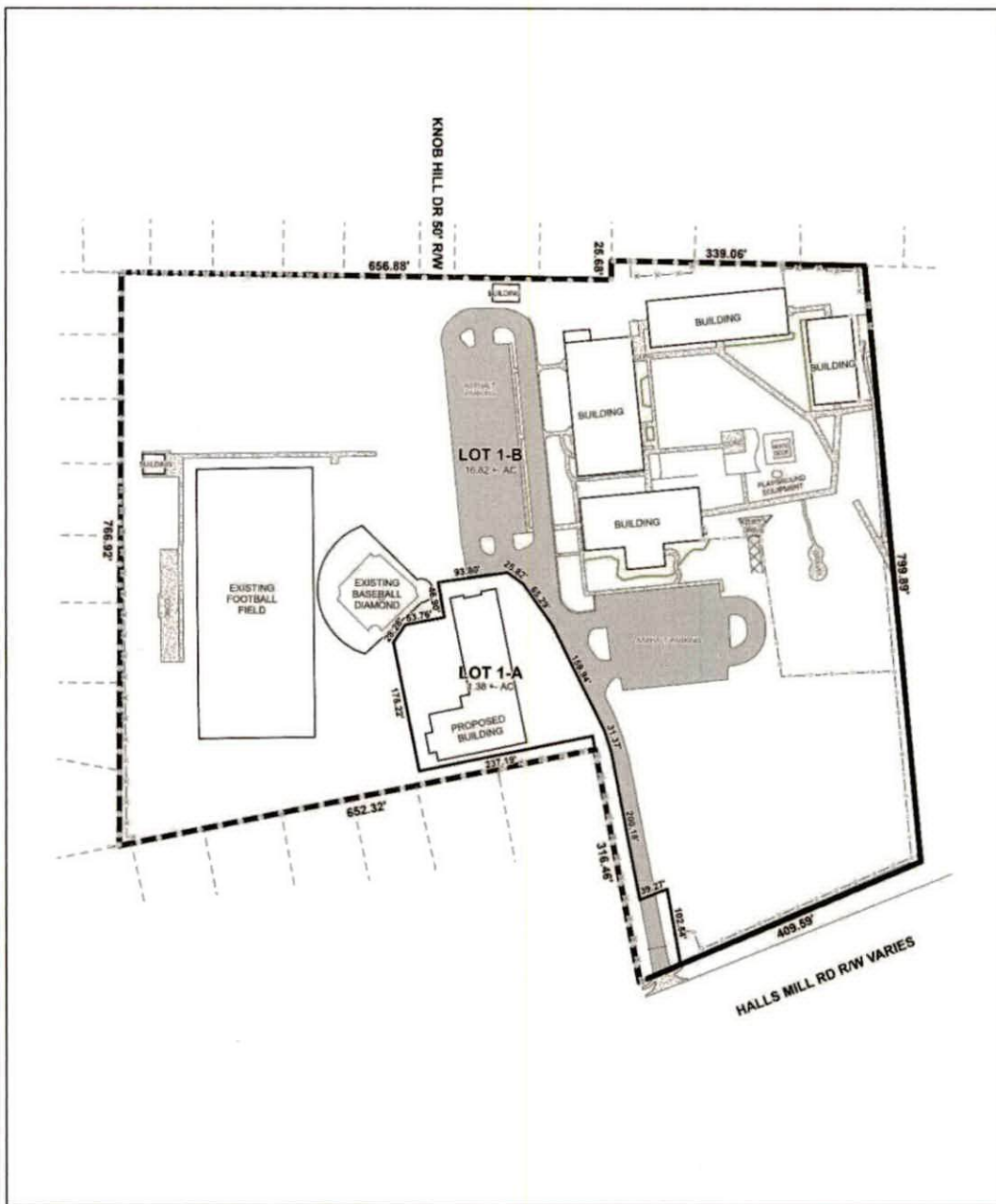
REQUEST Subdivision, PUD Modification, PA Modification

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	



NTS

SITE PLAN



The site plan illustrates existing buildings, proposed buildings, drives, and landscaping.

APPLICATION NUMBER	13	DATE	November 20, 2025	 NTS
APPLICANT	Covenant Academy of Mobile Subdivision			
REQUEST	Subdivision, PUD Modification, PA Modification			

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

[illegible]

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 Modification of a
Previously Approved Planned Unit Development for
Property Located at 4568 Halls Mill Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **December 30, 2025**, a public hearing will be held on the **10th** day of **February, 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 4568 Halls Mill Road to allow multiple buildings on a single building site with shared access and parking between two building sites, to allow construction of an additional building on a multi-building site with shared access and parking between multiple building sites.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planned Unit Development was approved on March 1, 2018, to allow multiple buildings on a single building site with shared access and parking between two building sites located at 4568 Halls Mill Road and described as follows:

LOT 1, I.M.S. SUBDIVISION AS RECORDED IN MAP BOOK 113, PAGE 48, OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

WHEREAS, on October 20, 2025, the owner of said property applied for a Major Modification of the Planned Unit Development allowing multiple buildings on a single building site with shared access and parking between two building sites, to allow construction of an additional building on a multi-building site with shared access and parking between multiple building sites.

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. Provision of the size labels in both square feet and acres;
2. Provision of the building sizes in square feet on the site plan;
3. Retention of the right-of-way widths along all streets on the site plan;
4. Placement of a note on the site plan stating that the site will comply with tree planting and landscape area requirements;
5. Revision of the site plan to depict a compliant residential buffer where the site abuts residentially zoned or utilized property;
6. Retention of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
7. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (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 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. Provision of the size labels in both square feet and acres;
- 2. Provision of the building sizes in square feet on the site plan;
- 3. Retention of the right-of-way widths along all streets on the site plan;
- 4. Placement of a note on the site plan stating that the site will comply with tree planting and landscape area requirements;
- 5. Revision of the site plan to depict a compliant residential buffer where the site abuts residentially zoned or utilized property;
- 6. Retention of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
- 7. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (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 synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 10th 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 14th 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 **4568 Halls Mill Road**.

The proposed amendment will modify a Planned Unit Development that was approved for said location on **March 1, 2018**. The owner of said property has applied for a **Major Modification of a previously approved Planned United Development allowing multiple buildings on a single building site with shared access and parking between two building sites, to allow construction of an additional building on a multi-building site with shared access and parking between multiple building sites**. If approved, the Major Modification will allow construction of an additional building on a multi-building site with shared access and parking between multiple building sites, subject to the following proposed conditions: 1. Provision of the size labels in both square feet and acres; 2. Provision of the building sizes in square feet on the site plan; 3. Retention of the right-of-way widths along all streets on the site plan; 4. Placement of a note on the site plan stating that the site will comply with tree planting and landscape area requirements; 5. Revision of the site plan to depict a compliant residential buffer where the site abuts residentially zoned or utilized property; 6. Retention of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council; 7. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (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 Planned Unit Development was approved on **March 1, 2018**, to **allow multiple buildings on a single building site with shared access and parking between two building sites** located at **4568 Halls Mill Road** and described as follows:

LOT 1, LMS. SUBDIVISION AS RECORDED IN MAP BOOK 113, PAGE 48, OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

WHEREAS, on **October 20, 2025**, the owner of said property applied for a Major Modification of the Planned Unit Development **allowing multiple buildings on a single building site with shared access and parking between two building sites, to allow construction of an additional building on a multi-building site with shared access and parking between multiple building sites.**

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. Provision of the size labels in both square feet and acres;
2. Provision of the building sizes in square feet on the site plan;
3. Retention of the right-of-way widths along all streets on the site plan;
4. Placement of a note on the site plan stating that the site will comply with tree planting and landscape area requirements;
5. Revision of the site plan to depict a compliant residential buffer where the site abuts residentially zoned or utilized property;
6. Retention of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
7. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (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 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. Provision of the size labels in both square feet and acres;
- 2. Provision of the building sizes in square feet on the site plan;
- 3. Retention of the right-of-way widths along all streets on the site plan;
- 4. Placement of a note on the site plan stating that the site will comply with tree planting and landscape area requirements;
- 5. Revision of the site plan to depict a compliant residential buffer where the site abuts residentially zoned or utilized property;
- 6. Retention of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
- 7. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (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

**Melissa A. Hadley, Goodwyn Mills Cawood
Covenant Academy of Mobile Subdivision
4568 Halls Mill Road
Council District 4
Ben Reynolds**



THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

December 24, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

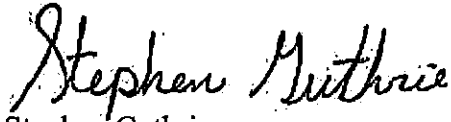
The Mobile City Planning Commission at its meeting on **November 20, 2025**, considered the request of **Melissa A. Hadley, Goodwyn Mills Cawood**, for a Major Modification of a previously approved Planned Unit Development **allowing multiple buildings on a single building site with shared access and parking between two building sites, to allow construction of an additional building on a multi-building site with shared access and parking between multiple building sites**, for the property located at **4568 Halls Mill Road**.

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

1. Provision of the size labels in both square feet and acres;
2. Provision of the building sizes in square feet on the site plan;
3. Retention of the right-of-way widths along all streets on the site plan;
4. Placement of a note on the site plan stating that the site will comply with tree planting and landscape area requirements;
5. Revision of the site plan to depict a compliant residential buffer where the site abuts residentially zoned or utilized property;
6. Retention of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
7. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (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,

A handwritten signature in black ink that reads "Stephen Guthrie". The signature is written in a cursive, flowing style.

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

November 24, 2025

Melissa Hadley
Goodwyn Mills Cawood, LLC
2039 Main Street
Daphne, Alabama 36526

Re: 4568 Halls Mill Road
MOD-003523-2025
Covenant Academy of Mobile Subdivision
Melissa A. Hadley, Goodwyn Mills Cawood
District 4

Major Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site with shared access and parking between two building sites, to allow construction of an additional building on a multi-building site with shared access and parking between multiple building sites.

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. Provision of the size labels in both square feet and acres;
2. Provision of the building sizes in square feet on the site plan;
3. Retention of the right-of-way widths along all streets on the site plan;
4. Placement of a note on the site plan stating that the site will comply with tree planting and landscape area requirements;
5. Revision of the site plan to depict a compliant residential buffer where the site abuts residentially zoned or utilized property;
6. Retention of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
7. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (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 **\$457.14**. 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.

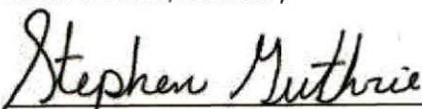
Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org) 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

Deputy Director of Planning and Zoning



Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits**

Checklist A

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

Checklist B

☐ **Planned Development**

Checklist C

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

Checklist D

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

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

	Applicant	Agent (If Applicable)
Name:	Melissa A. Hadley	Melissa A. Hadley
Firm:	Goodwyn Mills Cawood	Goodwyn Mills Cawood
Phone:	251-626-2626	251-626-2626
Email:	melissa.hadley@gmcnetwork.com	melissa.hadley@gmcnetwork.com
Address:	2039 Main St., Daphne, AL 36526	2039 Main St., Daphne, AL 36526

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

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

	Owner	Design Professional
Name:	Spencer Ruggs, Jr.	Melissa A. Hadley, PhD, RLA, AICP
Firm:	Dunnaway Corporation	Goodwyn Mills Cawood
Phone:	251-554-7780	251-626-2626
Email:	spencerruggs@hotmail.com	melissa.hadley@gmcnetwork.com
Address:	4710 Belle Isle Ln., Mobile, AL 36619	2039 Main St., Daphne, AL 36526

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.
 4568 Halls Mill Rd, Mobile, AL 36693

Property Address
 1130653 & 3607476

18.21 ac

Property Area (acres or square feet)

Parcel Number(s) or Key Number(s)

R-1

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 **not applicable**

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

Melissa A. Hadley
 Applicant or Agent Signature (if applicable)

Date

10/13/2025
 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.

Melissa A. Hadley
 Applicant or Agent Signature

10/13/2025
 Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

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

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

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

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

The site is compatible with its Institutional FLUM designation, which includes land and buildings that serve the public and provide civic use or amenity. Semi-public uses such as schools are included in this designation. The site currently operates as a charter school and the purpose of the amendment request to the PUD is to construct an additional academic building.

Institutional

Future Land Use Map (FLUM) Designation

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

The site is located on the north side of Halls Mill Road, a major commercial corridor in West Mobile. Adjoining uses include various commercial and light industrial, churches, apartments, and a Mobile County Schools bus site all oriented to Halls Mill Road. Single family residential uses are located north and west of the site. Covenant Academy of Mobile has been successfully operating as a public charter school within this mixed context and does not conflict with the surrounding neighborhoods.

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

The proposed building is located on the westerly portion of the overall site and will face the existing campus buildings. The school's existing driveway provides access from Halls Mill Road and will be utilized for the proposed building. Thus, no new driveways are proposed. The proposed use will not result in any conflicts with or prevent any improvements on adjoining properties.

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

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

☒ Yes ☐ No

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Revised March 2025

6. Please provide the following information:

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

There are four existing buildings on the site with stucco and metal facades. The buildings are clustered in the northeastern portion of the site. Three are single story and one, containing the gymnasium, is a two story structure. The western part of the site contains football and baseball fields.

- ☐ 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 mature landscape planting around the front facing building with mature trees around the perimeter of the site. The area of the site between the buildings and Halls Mill Road is primarily open and mowed.

- ☐ Lighting:

Lighting on the site includes pole lighting in the parking lot and around the football field and buildings.

- ☐ Hours of operation:

School hours are 7:00am to 3:30 pm, Monday - Friday, with various after school activities occurring Monday - Friday and occasional Saturdays.

- ☐ 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.

There are no known noxious or offensive elements associated with the school that are detrimental to the public health, safety, or general welfare.

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

Covenant Academy of Mobile has been successfully operating as Alabama's first and only K-12 tuition free, public charter school since 2023. It provides valuable service to the community by expanding opportunities for enhanced educational experiences. The proposed additional building on the campus will give the school the ability to serve more Mobile students and families.

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

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

Revised March 2025



Plan Submission Contact Information

Name of Project Covenant Academy of Mobile

Address 4568 Halls Mills Road, Mobile, AL 36693

Owner Dunnaway Corporation

Address 4710 Belle Isle Lane, Mobile, AL Zip Code 36619

Phone (251) 307-1863 Fax _____ Email spencerruggs@hotmail.com

Authorized Agent Goodwyn Mills Cawood, LLC

Address 2039 Main Street, Daphne, AL Zip Code 36526

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

Contractor _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer Goodwyn Mills Cawood, LLC

Address 2039 Main Street, Daphne, AL Zip Code 36526

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

Architect Goodwyn Mills Cawood, LLC

Address 11 North Water Street, Suite 19290, Mobile, AL Zip Code 36602

Phone 251-460-4006 Fax _____ Email chris.lunsford@gmcnetwork.com

Submitted by:

Goodwyn Mills Cawood, LLC

Melissa Hadley

Signature

Print

8/21/25

Agent

Date

Affiliation to project/Organization



PUD AMENDMENT JUSTIFICATION

COVENANT ACADEMY OF MOBILE

4568 HALLS MILL ROAD, MOBILE, AL 36693

The purpose of the PUD Amendment is to create two lots and add a new building to the site. The proposed building is located on the westerly portion of the overall site and will face the existing campus buildings. The school's existing driveway provides access from Halls Mill Road and will be utilized for the proposed building. Thus, no new driveways are proposed. The proposed use will not result in any conflicts with or prevent any improvements on adjoining properties.

The site is compatible with its Institutional FLUM designation, which includes land and buildings that serve the public and provide civic use or amenity. Semi-public uses such as schools are included in this designation. The site currently operates as a charter school serving Kindergarten through 7th Grade students. Covenant Academy of Mobile has been successfully operating as a public charter school since 2023 within its mixed-use context and does not conflict with the surrounding neighborhoods or various commercial uses.

Covenant Academy of Mobile provides a valuable service to the community by expanding enhanced educational opportunities. The proposed additional building on the campus will give the school the ability to add additional grades, thus serving more Mobile students and families.



LEGAL DESCRIPTION

COVENANT ACADEMY OF MOBILE

4568 HALLS MILL ROAD, MOBILE, AL 36693

LOT 1, I.M.S. SUBDIVISION AS SHOWN ON PLAT THEREOF RECORDED IN MAP BOOK 113,
PAGE 48 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY.



Corporate Letter of Authorization

I, Spencer Ruggs, 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 Covenant Academy of Mobile, a corporation for the property located within the city limits of Mobile, Alabama at 4568 Halls Mills Road.

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

Goodwyn Mills Cawood, LLC/Melissa Hadley

Designee (1)

Melissa.hadley@gmcnetwork.com

Email

251-626-2626

Phone Number

Designee (2)

Email

Phone Number

Signature of Company Owner

09-28-2025

Date



Goodwyn Mills Cawood

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

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

www.gmcnetwork.com

September 17, 2025

RE: Covenant Academy of Mobile
Modification of an existing Planned Development

Dear Resident:

The City of Mobile zoning regulation requires that all property owners within 300-feet of a property being considered for a modification to a previously approved Planned Unit Development (PUD) be notified by mail. You have been identified as a property owner within this required notification area as shown on the City of Mobile Planning and Zoning Office GIS maps. The proposed request is described below.

The subject property is located on the north side of Halls Mill Road lying west of Laughlin Drive. Dunnaway Corporation is requesting the above referenced PUD modification to construct an additional building on the existing campus. Please find a copy of the proposed site plan attached.

Goodwyn Mills Cawood, LLC (GMC) will hold a Neighborhood Meeting on behalf of the applicant to provide information about the requested modification. The meeting details are as follows:

Date:	October 8, 2025
Time:	5:30 to 6:30 p.m.
Location:	Covenant Academy of Mobile, Gymnasium bldg 4568 Halls Mill Road Mobile, AL

Should you have any questions or concerns, please contact me at (251) 380-8746. Thank you.

Sincerely,

GOODWYN MILLS CAWOOD, LLC


Melissa A. Hadley, PhD, RLA AICP
Project Manager

/blg
attachments



COMMUNITY MEETING SIGN IN SHEET

COVENANT ACADEMY OF MOBILE
4568 HALLS MILL ROAD, MOBILE, AL 36693

GMC PROJECT NO. CMOB240057
OCTOBER 8, 2025 @ 5:30PM

PLEASE PRINT

NAME	ADDRESS	EMAIL/PHONE NUMBER
Ashley Kendrick		251-454-7811 / ashleykendrick@cityofmobile.org
Barbara Garner		GMC
Breanda Hartzog		(251) 510-3671 bhartzog@camobile.us
Kristi July		(251) 307-1803 / KJuly@camobile.us
Chris Lunsford		251-281-6392 / chris.lunsford@gmcnetwork.com
Marlene Wiley		251-455-9022
Melissa Hadley	GMC	



COMMUNITY MEETING MINUTES

COVENANT ACADEMY OF MOBILE

GYMNASIUM BUILDING

4568 HALLS MILL ROAD, MOBILE, AL 36693

GMC PROJECT NO. CMOB240057

OCTOBER 8, 2025 @ 5:30PM

Melissa Hadley, GMC Engineering, explained the PUD Amendment process and the purpose of the meeting.

Resident neighbor, Marlene Wiley, asked when is completion of building. Chris Lunsford, GMC Architecture, answers "In Phases over the next year or so". She also asked about uses inside the building which was explained as primarily classrooms. Ms. Wiley was appreciative of the information and is supportive of the project.

No further questions or comments were received.

Meeting adjourned at 6:30PM

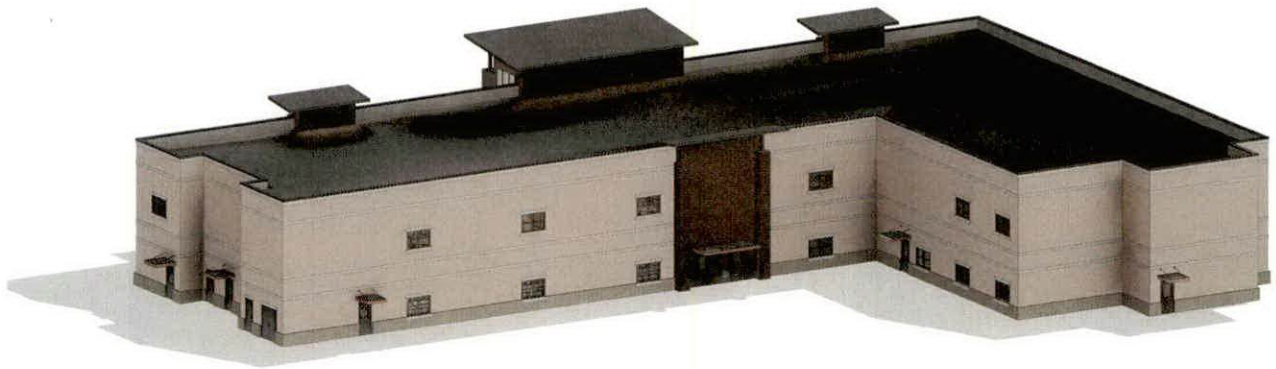


1 ARCHITECTURAL SITE PLAN
SCALE: 1"=40'

GMC

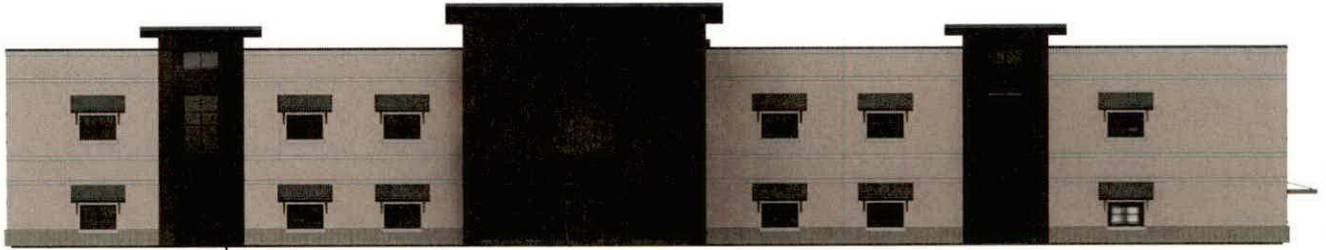


3D ISOMETRIC - FRONT

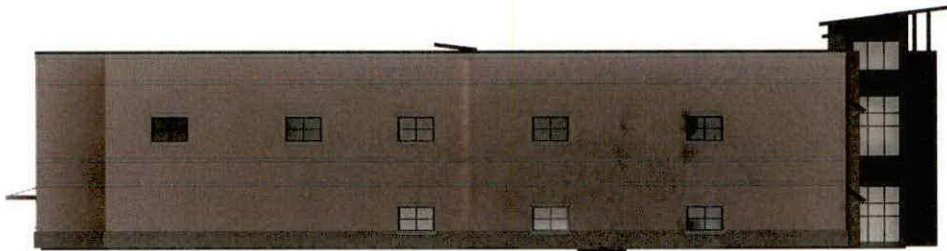


3D ISOMETRIC - BACK

GMC



1 EXTERIOR ELEVATION
SCALE: 1/8"=1'-0"



2 EXTERIOR ELEVATION
SCALE: 1/8"=1'-0"



3 EXTERIOR ELEVATION
SCALE: 1/8"=1'-0"



4 EXTERIOR ELEVATION
SCALE: 1/8"=1'-0"



4663 Halls Mill Rd LLC
4663 Halls Mill Rd
Mobile, AL 36693

Carr Foday
1574 Regency Dr
Mobile, AL 36693

Fowler, Gregory & Janel
50 Kingswood Dr W
Mobile, AL 36608

Abastoflor, Jaime & Sheila
4433 Radian Dr
Mobile, AL 36693

Caruso, Robert & Sandra
PO Box 9992
Mobile, AL 36691

Fowler, Sarah
5905 Cottage Hill Rd
Mobile, AL 36609

Alvey, John & Jennifer
1567 Regency Dr
Mobile, AL 36693

Champagne, Melia
4409 Radian Dr
Mobile, AL 36693

Funero, Stephanie & Freddie
4437 Radian Dr
Mobile, AL 36693

Arrington, Kenneth & Rhonda
4420 Radian Dr
Mobile, AL 36693

Clark Stephanie & Jason
4413 Radian Dr
Mobile, AL 36693

Goodall, Ethelyon & Charles
4405 Birchwood Dr E
Mobile, AL 36693

Board of School Comm
Facilities Dept.
PO Box 180069
Mobile, AL 36618

Cobb, Byron
4407 Birchwood Dr E
Mobile, AL 36693

Hall DEM LLC
PO Box 16066
Mobile, AL 36616

Boatman, Kenneth & Joyce
4425 Radian Dr
Mobile, AL 36693

Construction Fabrication Svcs
4700 Halls Mill Rd
Mobile, AL 36693

Halls Mill LLC
4670 Halls Mill Rd
Mobile, AL 36693

Britt Kenneth, Elsie & Kerry
1579 Regency Dr
Mobile, AL 36693

Cothran, Mark
1587 Regency Dr
Mobile, AL 36693

Harrell, Craig
4424 Radian Dr
Mobile, AL 36693

Brooks, Jerry & Wanda
1578 Regency Dr
Mobile, AL 36693

Davison, Winston
1590 Regency Dr
Mobile, AL 36693

Helms, Christopher
504 Hayfield Pl
Mobile, AL 36608

Campbell, Daniel
1613 Regency Dr
Mobile, AL 36693

Dunnaway Corp
4710 Belle Isle La
Mobile, AL 36619

Herrera, Lorenza & Susan
1610 Regency Dr
Mobile, AL 36693

Cannon, Susan
4658 Halls Mill Rd
Mobile, AL 36693

First Independent Southern
4410 Birchwood Dr
Mobile, AL 36609

Hill, Jack & Bonnie
1604 Regency Dr
Mobile, AL 36693

Hill, Jack & Tammy
1611 Regency Dr
Mobile, AL 36693

Houseman, Judy
4405 Radman Dr
Mobile, AL 36693

Jones, Alton & Sue Ellen
1570 Regency Dr
Mobile, AL 36693

JWO Investments, LLC
3755 Professional Pkwy
Ste B
Mobile, AL 36693

Kelley, Alecia & Ronald
1607 Regency Dr
Mobile, AL 36693

Lee, Heng & Shu-Shun
6706 Heirloom Ct
Frederick, MD 21702

LMR Properties, LLC
1485 Brockton La
Mobile, AL 36695

Lowe, Kenneth & Wesley
4429 Radian Dr
Mobile, AL 36693

Lowe, Randall
1609 Randall Dr
Mobile, AL 36693

Lowe, Wesley & Terra
4421 Radian Dr
Mobile, AL 36693

McGee, Mia & Corrie
1605 Regency Dr
Mobile, AL 36693

Mixon, Amerisha
4410 Birchwood Dr E
Mobile, AL 36693

Moreman, Kenneth
1559 Radian Ct
Mobile, AL 36693

Nationstar Mortgage
8950 Cypress Waters Blvd
Coppell, TX 75019

Owens, Jacob
1614 Regency Dr
Mobile, AL 36693

Persons Devel & Const Svc
4474 Halls Mill Rd
Mobile, AL 36693

Poole, Steven & Gina
1564 Regency Dr
Mobile, AL 36693

Pritchard, Paul & Angela
1601 Regency Dr
Mobile, AL 36693

RBVP, LLC
796 Arbor Ct
Mobile, AL 36609

RJG Devel, LLC
5966 Shenandoah Rd S
Mobile, AL 36608

Robinson, Ladarius
2564 Magnolia Grande Dr
Mobile, AL 36618

Shaw, Robert & Nancy
1558 Apex Dr
Mobile, AL 36693

Smith, Deborah
1558 Radian Ct
Mobile, AL 36693

Solberger, Carol
1591 Regency Dr
Mobile, AL 36693

Stabile, Darryl & Roberta
4417 Radian Dr
Mobile, AL 36693

Sullivan, Ruthetta
PO Box 40053
Mobile, AL 36640

Watts, Demetrius & Henrietta
4428 Radian Dr
Mobile, AL 36693

Wiggins, Betty
1575 Regency Dr
Mobile, AL 36693

Wiley, Kenneth & Marlene
1600 Regency Dr
Mobile, AL 36693

Wright, Robert
1603 Regency Dr
Mobile, AL 36693



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:	Melissa A. Hadley	Melissa A. Hadley
Firm:	Goodwyn Mills Cawood	Goodwyn Mills Cawood
Phone:		
Email:		
Address:		

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

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

	Owner	Design Professional
Name:	Spencer Ruggs, Jr.	Melissa A. Hadley, PhD, RLA, AICP
Firm:	Dunnaway Corporation	Goodwyn Mills Cawood
Phone:		
Email:		
Address:		

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.
 4568 Halls Mill Rd, Mobile, AL 36693

Property Address: 1130653 & 3607476
 Property Area (acres or square feet): 18.21 ac

Parcel Number(s) or Key Number(s)
 R-1

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 **not applicable**

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: Melissa A. Hadley Date: 10/13/2025
 Applicant or Agent Signature (if applicable): Melissa A. Hadley Date: 10/13/2025

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: Melissa A. Hadley Date: 10/13/2025

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

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

The site is compatible with its Institutional FLUM designation, which includes land and buildings that serve the public and provide civic use or amenity. Semi-public uses such as schools are included in this designation. The site currently operates as a charter school and the purpose of the amendment request to the PUD is to construct an additional academic building.

Institutional

Future Land Use Map (FLUM) Designation

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

The site is located on the north side of Halls Mill Road, a major commercial corridor in West Mobile. Adjoining uses include various commercial and light industrial, churches, apartments, and a Mobile County Schools bus site all oriented to Halls Mill Road. Single family residential uses are located north and west of the site. Covenant Academy of Mobile has been successfully operating as a public charter school within this mixed context and does not conflict with the surrounding neighborhoods.

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

The proposed building is located on the westerly portion of the overall site and will face the existing campus buildings. The school's existing driveway provides access from Halls Mill Road and will be utilized for the proposed building. Thus, no new driveways are proposed. The proposed use will not result in any conflicts with or prevent any improvements on adjoining properties.

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

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

☒ Yes ☐ No

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Revised March 2025

6. Please provide the following information:

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

There are four existing buildings on the site with stucco and metal facades. The buildings are clustered in the northeastern portion of the site. Three are single story and one, containing the gymnasium, is a two story structure. The western part of the site contains football and baseball fields.

- ☐ 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 mature landscape planting around the front facing building with mature trees around the perimeter of the site. The area of the site between the buildings and Halls Mill Road is primarily open and mowed.

- ☐ Lighting:

Lighting on the site includes pole lighting in the parking lot and around the football field and buildings.

- ☐ Hours of operation:

School hours are 7:00am to 3:30 pm, Monday - Friday, with various after school activities occurring Monday - Friday and occasional Saturdays.

- ☐ 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.

There are no known noxious or offensive elements associated with the school that are detrimental to the public health, safety, or general welfare.

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

Covenant Academy of Mobile has been successfully operating as Alabama's first and only K-12 tuition free, public charter school since 2023. It provides valuable service to the community by expanding opportunities for enhanced educational experiences. The proposed additional building on the campus will give the school the ability to serve more Mobile students and families.

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Revised March 2025



Agenda Item # 13

SUB-003522-2025, MOD-003521-2025 & MOD-03523-2024

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

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

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

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

DETAILS

Location:

4568 Halls Mill Road

Applicant / Agent:

Melissa A. Hadley, Goodwyn Mills Cawood

Property Owner:

Dunnaway Corporation

Current Zoning:

R-1, Single-Family Residential Suburban District

Future Land Use:

Institutional

Applicable Codes, Policies, and Plans:

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

Schedule for Development:

- Not provided

Proposal:

- Subdivision approval to create two (2) legal lots of record from a single legal lot of record.
- Modification of a previously approved Planning Approval
- Modification of a previously approved Planned Unit Development

Considerations:

1. Subdivision proposal with eight (8) conditions;
2. Modification of a previously approved Planned Unit Development with eight (8) conditions; and
3. Modification of a previously approved Planning Approval with eight (8) conditions.

Report Contents:

Page

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Subdivision Considerations	6
Modification Considerations	7
Exhibits	9

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units. Industrial units lie to the south.

APPLICATION NUMBER <u>13</u> DATE <u>November 20, 2025</u>
APPLICANT <u>Covenant Academy of Mobile Subdivision</u>
REQUEST <u>Subdivision, PUD Modification, PA Modification</u>



SITE HISTORY

The site was the subject of a two (2) lot subdivision, I.M.S. Subdivision, which was approved by the Planning Commission in 2006, and subsequently recorded in Probate Court.

The site had Planned Unit Development (PUD) and Planning Approval (PA) in 2016 to allow a church school and daycare to operate in an R-1 district, with multiple buildings on multiple lots, with shared access. Amendments were made to the PUD and PA site plan in both 2017 and 2018.

The site was before the Board of Zoning Adjustment at its March 5, 2018 meeting, to request Parking and Access/Maneuvering Surface Variances to allow the retention of aggregate parking and access/maneuvering surfaces at a school in an R-1, Single-Family Residential District. The variance application was denied.

In September 2025, the site was granted a Sign Variance by the Board of Zoning Adjustment to allow a digital sign within 300-feet of residentially zoned property.

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. Add legible street names to the vicinity map.
- C. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo LOTS 1-A and 1-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-A – NONE and LOT 1-B – 125,400 SF.
- 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.

Planning Approval Modification (MOD-003521-2025)

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

Planned Unit Development Modification (MOD-003523-2025)

No comments

Traffic Engineering Comments:

A traffic impact study will be required for this site. 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.

Fire hydrants will be required within 500 feet of all structures.

Planning Comments:

Subdivision

The purpose of the subdivision request is to create two (2) legal lots of record from one (1) legal lot of record. The site is served by public water and sanitary sewer.

Both lots have frontage onto Halls Mill Road, with the proposed Lot 1-B having frontage onto Knob Hill Drive as well. Halls Mill Road, a minor arterial street, is depicted as having a right-of-way that varies, but the site was required to make dedication to provide 35-feet from the centerline with the 2006 Subdivision, making no additional dedication necessary. Knob Hill Drive, a minor street with curb and gutter, is depicted as having a compliant 50-foot right-of-way, making no dedication necessary.

The previously approved Subdivision for the site limited the subject site to two (2) curb cuts to Halls Mill Road, and one (1) curb cut to Knob Hill Drive. As such, if approved, proposed Lot 1-A should be limited to one (1) curb cut to Halls Mill Road, and proposed Lot 1-B should be limited to one (1) curb cut to Halls Mill Road, and one (1) curb cut to Knob Hill Drive.

Both lots, as proposed, exceed the minimum size requirements for lots served by public water and sanitary sewer in an B R-1, Single-Family Residential Suburban District. However, the plat only provides the lot sizes in acres. If approved, the Final Plat should have the lot sizes labeled in both square feet and acres; or the provision of a table on the Final Plat with the same information will suffice.

There is a note on the preliminary plat stating that a 25-foot building setback line is required, but is not depicted. If approved, the setback line should be illustrated for both street frontages.

It should be noted that the proposed Lot 1-A is unusually shaped, and is considered a flag lot, with a “pole” that is 60-feet wide at the street frontage, as Section 6.C.2(b)(2) of the Subdivision Regulations requires, but reduces to approximately 21-feet wide, before increasing to 237-feet wide. Therefore, if approved, a waiver of Section 6.C.2(b)(2) of the Subdivision Regulations.

Planning Approval and Planned Unit Development Modifications

The original PUD allowed for multiple buildings on a single building site, and shared access and parking between multiple building sites. The Planning Approval allowed for the operation of a school in a residential district. The applicant is proposing to create a second lot within the existing campus, which will then be developed with a new building for the school. Detailed descriptions of both requests are available via the links on page 1 of this report.

Both lots, as proposed, exceed the minimum size requirements for lots served by public water and sanitary sewer in an B R-1, Single-Family Residential Suburban District. However, the site plan only provides the lot sizes in acres. If approved, the site plan should have the lot sizes labeled in both square feet and acres; or the provision of a table on the site plan with the same information will suffice.

The site plan submitted indicates that there are 49 existing classrooms, with an additional 14 being proposed with the new structure, for a total of 63 classrooms. The UDC requires two (2) parking spaces per classroom, for a total of 126 parking spaces required for the development. The site plan indicates that a total of 144 parking spaces are to be provided. Because additional parking spaces are to be provided, it should be noted that a minimum of 18 parking spaces will be required to have an alternative paving surface.

In order to help staff calculations of site coverage, the site plan should be revised to indicate the square footage of all structures on the site, if approved.

No mention is made of tree planting or landscape area on the proposed site plan. Because the applicant is proposing to create a new lot for a new development, the new lot will be required to fully comply with the tree planting and landscape area requirements of the UDC.

The site is abutted by properties to the North, East, and West that are zoned R-1, Single-Family Residential Suburban District, with properties zoned B-3, Community Business Suburban District; I-1, Light Industry District; and R-1, Single-Family Residential Suburban District to the South. If approved, the site plan should be revised to clearly depict a compliant residential buffer where the site abuts residentially zoned or utilized property.

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

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, with a waiver of Section 6.C.2(b)(2) of the Subdivision Regulations, the following conditions could apply:

1. Retention of the right-of-way widths for Halls Mill Road and Knob Hill Drive on the Final Plat;
2. Provision of the lot size labels in both square feet and acres, or provision of a table on the Final Plat with the same information, adjusted for any required dedication;
3. Depiction of the 25-foot minimum building setback line along Halls Mill Road and Knob Hill Drive, as required by Section 5.C.2.(i) of the Subdivision Regulations and Article 2, Section 64-2-10.E. of the Unified Development Code;
4. Placement of a note on the Final Plat stating that the proposed Lot 1-A should be limited to one (1) curb cut to Halls Mill Road, and proposed Lot 1-B should be limited to one (1) curb cut to Halls Mill Road, and one (1) curb cut to Knob Hill Drive;
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.

PLANNING APPROVAL / PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

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

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

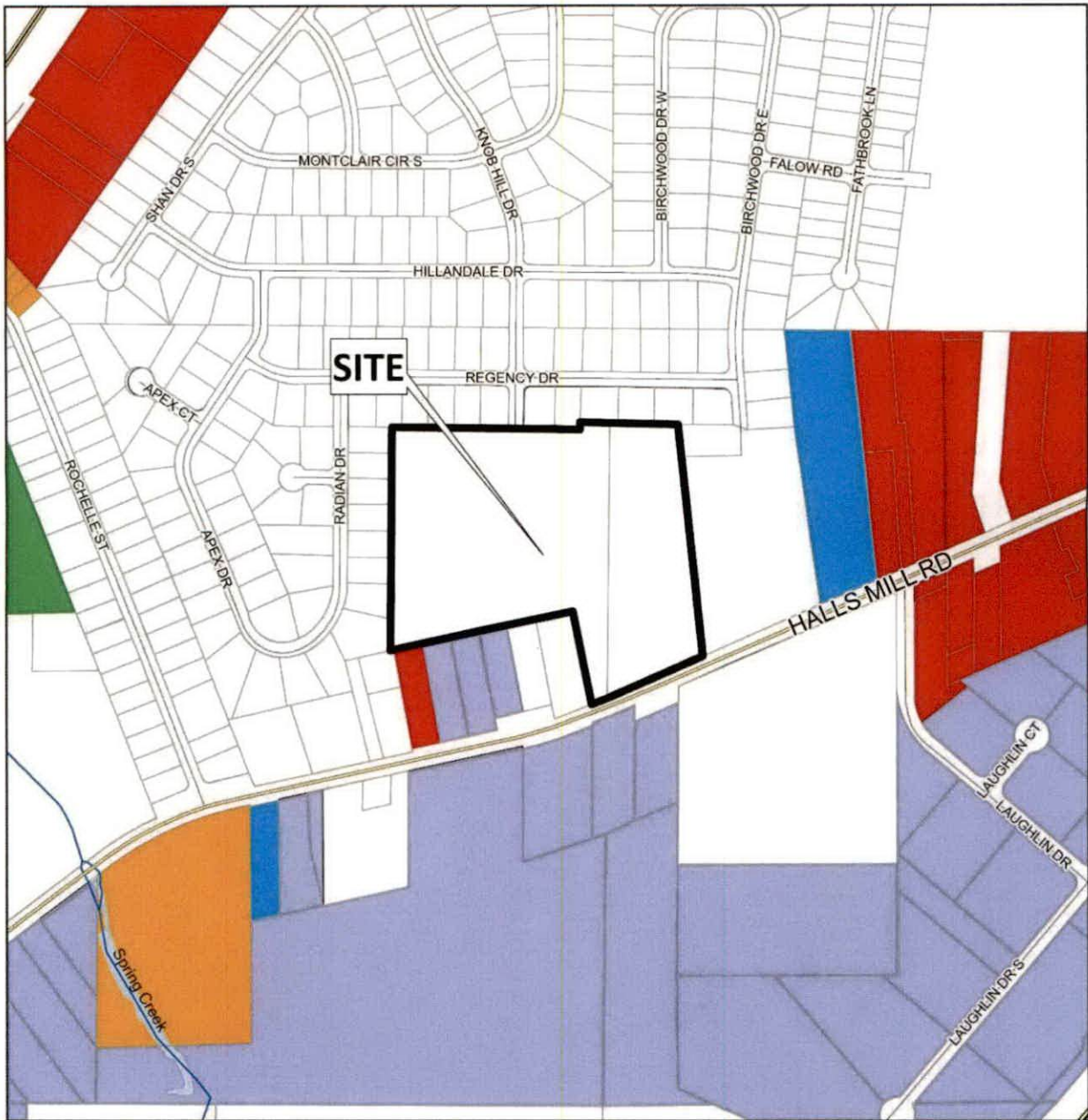
1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working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

Considerations:

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

1. Provision of the size labels in both square feet and acres;
2. Provision of the building sizes in square feet on the site plan;
3. Retention of the right-of-way widths along all streets on the site plan;
4. Placement of a note on the site plan stating that the site will comply with tree planting and landscape area requirements;
5. Revision of the site plan to depict a compliant residential buffer where the site abuts residentially zoned or utilized property;
6. Retention of a note on the Final Planning Approval and PUD site plans stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
7. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development and Planning Approval site plans prior to their recording in Probate Court, and the provision of copies of the recorded site plans (hard copy and pdf) to Planning and Zoning; and,
8. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



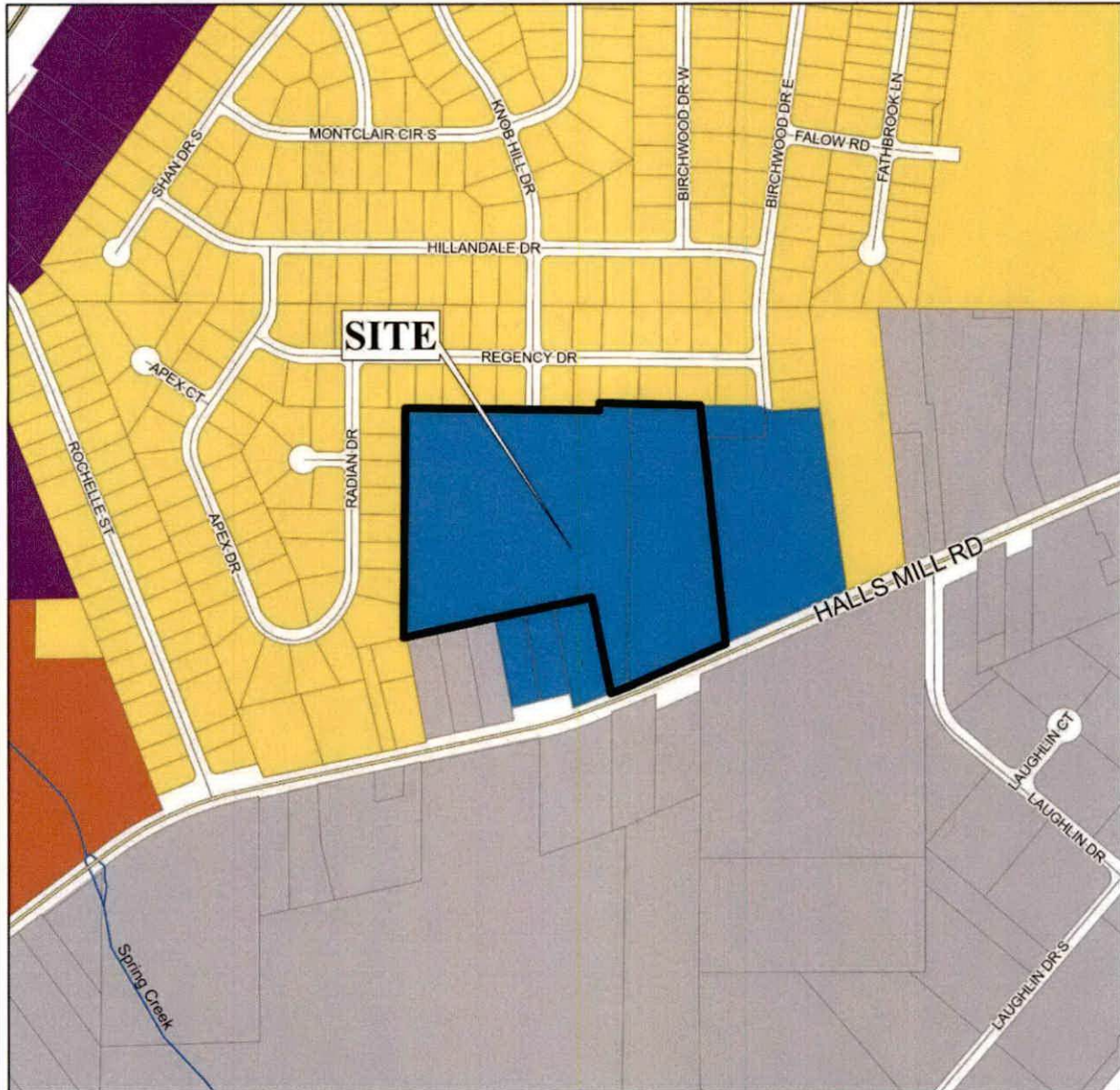
APPLICATION NUMBER 13 DATE November 20, 2025

APPLICANT Covenant Academy of Mobile Subdivision

REQUEST Subdivision, PUD Modification, PA Modification



FLUM LOCATOR MAP



APPLICATION NUMBER 13 DATE November 20, 2025

APPLICANT Covenant Academy of Mobile Subdivision

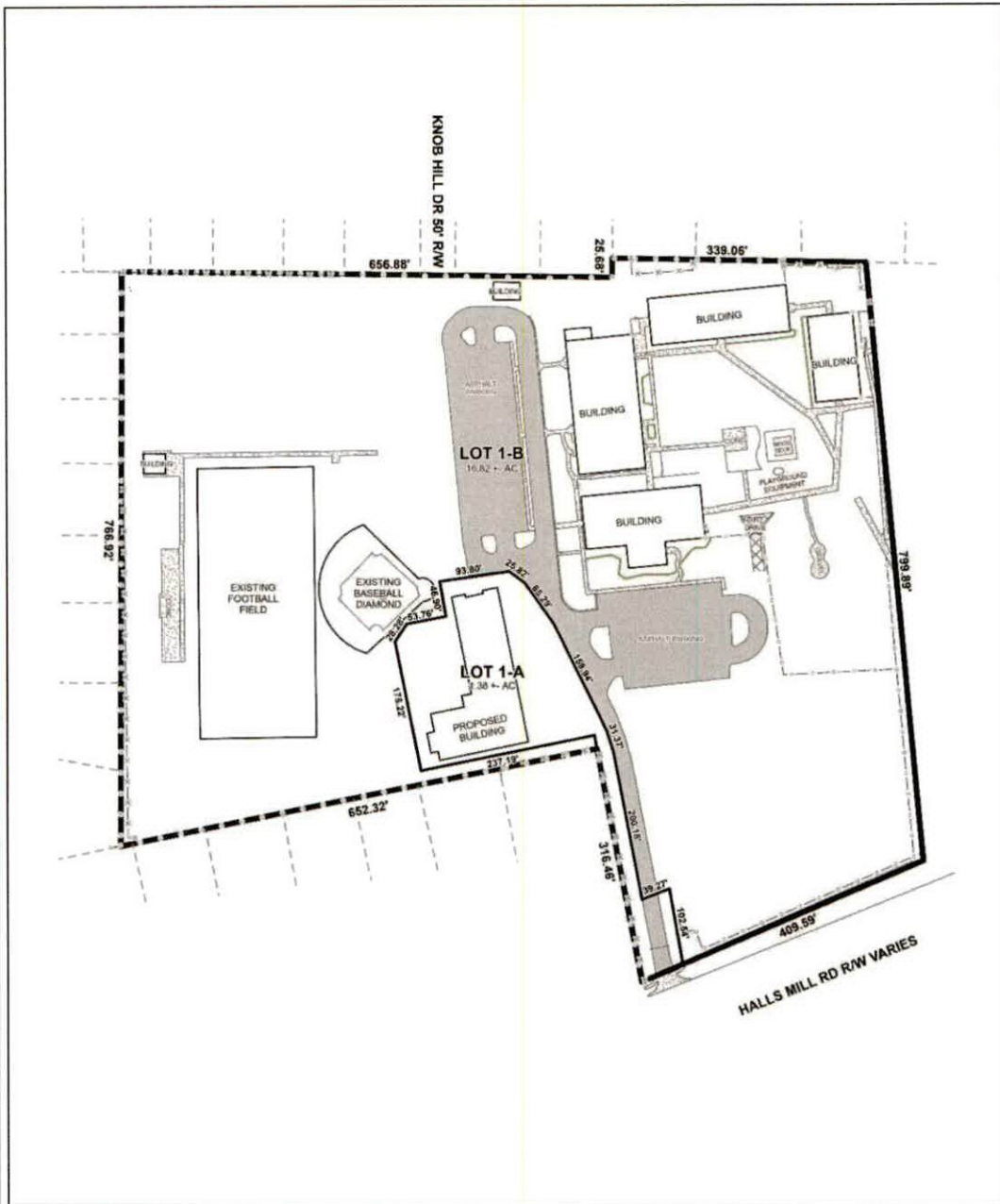
REQUEST Subdivision, PUD Modification, PA Modification

- | | | | |
|---------------------------|-----------------------------------|-------------------|-----------------|
| 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

SITE PLAN



The site plan illustrates existing buildings, proposed buildings, drives, and landscaping.

APPLICATION NUMBER 13 DATE November 20, 2025

APPLICANT Covenant Academy of Mobile Subdivision

REQUEST Subdivision, PUD Modification, PA 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.

US

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)

MIXED DENSITY RESIDENTIAL (MDR)

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)

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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



From: [City Clerk](#)
To: [Pafenbach, Lana](#)
Subject: Fw: CityofMobile.org: Addressing City Council Submission
Date: Wednesday, February 4, 2026 8:05:59 AM

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Tuesday, February 3, 2026 9:38 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: 2026-02-10
Address: 4000 Lancewood Dr S
Email: info.cynthiabooking@gmail.com
Phone: 2145340229

Subject And Specific Questions: "Formal proposal for the 'Milagro & Phoenix Animal Protection Act': A Two-Tiered Oversight Model for animal welfare and public safety reform

Pertain To City Business: This pertains to the City's Home Rule authority to improve public safety and operational efficiency. The proposal addresses gaps in the current Animal Services follow-up protocols and introduces a 'Prevention Shield' registry for convicted abusers. Implementing this locally reduces the fiscal burden on city-funded shelters by preventing recidivism and positions Mobile as a municipal leader in animal welfare reform for the State of Alabama."

Signature: Cynthia long

Signature Verify: X

Agree: X

Date Submitted: 2026-02-03 21:38:27

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

Pafenbach, Lana

From: City Clerk
Sent: Wednesday, February 4, 2026 3:48 PM
To: Pafenbach, Lana
Subject: Fw: CityofMobile.org: Addressing City Council Submission

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Wednesday, February 4, 2026 3:47 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: Brooks Conkle
Date To Address Council: 2026-02-10
Address: 213 Lleyln Avenue
Email: brooks@innovation-portal.com
Phone: 251-554-5575
Subject And Specific Questions: I recently renewed my business license >> I have a few ideas to share that might make it easier and help the city raise more money.
Pertain To City Business: I have a few ideas that will increase the license fees raised.
Signature: Brooks Conkle
Signature Verify: X
Agree: X
Date Submitted: 2026-02-04 15:47:22

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

From: [City Clerk](#)
To: [Pafenbach, Lana](#)
Subject: Fw: CityofMobile.org: Addressing City Council Submission
Date: Thursday, February 5, 2026 12:05:10 PM

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Thursday, February 5, 2026 12:00 PM
To: City Clerk <cityclerk@cityofmobile.org>
Subject: CityofMobile.org: Addressing City Council Submission

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

Name: Denise Grier
Date To Address Council: 2026-02-10
Address: 2067 DAUPHIN ST
Email: toddie53@yahoo.com
Phone: 2512598230
Subject And Specific Questions: 311 Requests for service to any and all city departments
Pertain To City Business: MOBILE city departments should follow same procedure or criteria for investigating complaints, completing the work before closing the service requests. But Animal Services is notorious for closing the service requests without doing any work. In other words, I would like to see Animal Services leave the 311 "OPEN" and keep going back to the location to solve the problem before AC removes the complaint without doing or completing the work.
Signature: Denise Grier
Signature Verify: X
Agree: X
Date Submitted: 2026-02-05 12:00:41

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

From: [RJHILL II](#)
To: [Pafenbach, Lana](#)
Subject: Re: AGENDA!
Date: Thursday, February 5, 2026 1:55:44 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,

Good afternoon! I hope that all is well with you. This is a formal request to be added to the upcoming Agenda (2/9/26). I shall address the following:

* Continue Introduction pertaining to Public Safety, Economic Development, and Rules.

I didn't receive confirmation last week. But, thank you for adding my entry to the list of Speakers still. Have a nice weekend. I will 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



On Thu, Jan 29, 2026 at 1:58 PM RJHILL II <rhills4tf@gmail.com> wrote:

Madam Asst. City Clerk,

Greetings! This is a formal request to be added to the upcoming Agenda.

I shall Present an Introduction to a Budget Amendment for improving Public Safety and Economic Development and discuss Rules Recommendations.

Thank you for your attention to this matter.

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



From: [City Clerk](#)
To: [Pafenbach, Lana](#)
Subject: Fw: CityofMobile.org: Addressing City Council Submission
Date: Thursday, February 5, 2026 2:25:42 PM

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Thursday, February 5, 2026 1:32 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: Estella Trotter
Date To Address Council: 2026-02-10
Address: Homeless
Email: f.trotter20@gmail.com
Phone: 251 455-2040

Subject And Specific Questions: Mobile City Council Council lack of accountability/Entitlement Committee to follow up as an oversight to help enforce federal violations against low income housing communities. Lack of transparency.

Pertain To City Business: City of Mobile is mandated by federal, state and local laws to provide oversight directly or indirectly to make sure all citizens are living in safe, decent, and sanitary, living conditions . Making sure the allocated funds designated by federal, state, and local funding, is put into those improvised communities.

Signature: Estella Trotter

Signature Verify: X

Agree: X

Date Submitted: 2026-02-05 13:32:35

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



CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 3 February 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 TRP Construction Group

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to TRP Construction Group for road striping materials and
services for Traffic Engineering
CIP Citywide Roadway Striping

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$1,206,453.41

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:

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>6938</u>	2026	(2060) TRAFFIC ENGINEERING	ROAD STRIPING MATERIALS AND SERVICES FOR TRAFFIC ENGINEERING (AL STATE CONTRACT)	\$1,206,453.41	<u>(297978) TRP CONSTRUCTION GROUP</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006938-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.42200. Review: Buyer: 910518227 Status: Approved	Page 1
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Vendor TRP CONSTRUCTION GROUP 2411 MINNIS DR FORT WORTH, TX 76117 Tel#334-663-9685	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 JOANNA.ARNETT@CITYOFMOBILE.ORG
--	--

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/20/26	297978				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	AS PER ALABAMA STATE CONTRACT MA 210000000202-012-2 EXPIRES 04-21-2026			
	MOBILIZATION	7.00	3472.88000	24310.16
		EACH		

1	2000.80.00.0000.0000.0000.0000.42200.			
	E RWS08 .PROFTECHNC.			24310.16

Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

002	AW THERMO 5" SOLID WHITE	55.00	5556.60000	305613.00
		MILE		
1	2000.80.00.0000.0000.0000.0000.42200.			
	E RWS08 .PROFTECHNC.			305613.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006938-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.42200. Review: Buyer: 910518227 Status: Approved	Page 2
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Vendor TRP CONSTRUCTION GROUP 2411 MINNIS DR FORT WORTH, TX 76117 Tel#334-663-9685	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 JOANNA.ARNETT@CITYOFMOBILE.ORG
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Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/20/26	297978				TRAFFIC ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

003 AW THERMO SOLID 5" BROKEN WHITE	15.00 MILE	2315.25000	34728.75
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1 2000.80.00.0000.0000.0000.0000.42200. E RWS08 .PROFTECHNC.			34728.75
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Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

004 AW THERMO 5" DOTTED WHITE 2' 4"	10000.00 LINEARFOOT	5.79000	57900.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006938-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.42200. Review: Buyer: 910518227 Status: Approved	Page 3
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Vendor TRP CONSTRUCTION GROUP 2411 MINNIS DR FORT WORTH, TX 76117 Tel#334-663-9685	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 JOANNA.ARNETT@CITYOFMOBILE.ORG
--	--

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/20/26	297978				TRAFFIC ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
1 2000.80.00.0000.0000.0000.0000.42200. E RWS08 .PROFTECHNC.			57900.00

Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

005 AW THERMO 5" DOTTED WHITE 3'9"	4000.00 LINEARFOOT	2.32000	9280.00
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1 2000.80.00.0000.0000.0000.0000.42200. E RWS08 .PROFTECHNC.			9280.00
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Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

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Bill To	Requisition 00006938-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 4
=====	=====

Vendor
TRP CONSTRUCTION GROUP
2411 MINNIS DR

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET

FORT WORTH, TX 76117

MOBILE, AL 36604
JOANNA.ARNETT@CITYOFMOBILE.ORG

Tel#334-663-9685

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET

MOBILE, AL 36604

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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01/20/26	297978				TRAFFIC ENGINEERING
-----	-----	-----	-----	-----	-----

LN Description / Account	Qty	Unit Price	Net Price
006 AW THERMO 5" SOLID YELLOW	50.00	5556.60000	277830.00
	MILE		

1 2000.80.00.0000.0000.0000.0000.42200.	
E RWS08 .PROFTECHNC.	277830.00

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

007 AW THERMO 5" BROKEN YELLOW	20.00	2315.25000	46305.00
	MILE		

1 2000.80.00.0000.0000.0000.0000.42200.	
E RWS08 .PROFTECHNC.	46305.00

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Deliver To
TRAFFIC ENGINEERING

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006938-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.42200. Review: Buyer: 910518227 Status: Approved	Page 5
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Vendor TRP CONSTRUCTION GROUP 2411 MINNIS DR FORT WORTH, TX 76117 Tel#334-663-9685	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 JOANNA.ARNETT@CITYOFMOBILE.ORG
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Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/20/26	297978				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
008	AW THERMO DOTTED YELLOW 2' 4"	7000.00	5.79000	40530.00
	LINEARFOOT			
1	2000.80.00.0000.0000.0000.0000.42200. E RWS08 .PROFTECHNC.			40530.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
009	AW THERMO HANDWORK MARKINGS	30000.00	6.95000	208500.00
	SQ FT			
1	2000.80.00.0000.0000.0000.0000.42200. E RWS08 .PROFTECHNC.			208500.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006938-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.42200. Review: Buyer: 910518227 Status: Approved	Page 6
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Vendor TRP CONSTRUCTION GROUP 2411 MINNIS DR FORT WORTH, TX 76117 Tel#334-663-9685	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 JOANNA.ARNETT@CITYOFMOBILE.ORG
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Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/20/26	297978				TRAFFIC ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

010 AW THERMO HANDWORK LEGENDS	7000.00 SQ FT	6.95000	48650.00
1 2000.80.00.0000.0000.0000.0000.42200. E RWS08 .PROFTECHNC.			48650.00

Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

011 SINGLE LANE CLOSURE	30.00 EACH	2894.06000	86821.80
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006938-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.42200. Review: Buyer: 910518227 Status: Approved	Page 7
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Vendor TRP CONSTRUCTION GROUP 2411 MINNIS DR FORT WORTH, TX 76117 Tel#334-663-9685	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 JOANNA.ARNETT@CITYOFMOBILE.ORG
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Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/20/26	297978				TRAFFIC ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
1 2000.80.00.0000.0000.0000.0000.42200. E RWS08 .PROFTECHNC.			86821.80

Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

012 DOUBLE LANE CLOSURE	15.00 EACH	4398.98000	65984.70
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1 2000.80.00.0000.0000.0000.0000.42200. E RWS08 .PROFTECHNC.			65984.70
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Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006938-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.42200. Review: Buyer: 910518227 Status: Approved	Page 8
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Vendor TRP CONSTRUCTION GROUP 2411 MINNIS DR FORT WORTH, TX 76117 Tel#334-663-9685	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 JOANNA.ARNETT@CITYOFMOBILE.ORG
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Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/20/26	297978				TRAFFIC ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
Requisition Link			
Requisition Total			1206453.41

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

Account	Amount	Remaining Budget
E RWS08 .PROFTECHNC.	1206453.41	16399.12

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.42200.	1206453.41	3073570.58
CAPITAL IMPROVEMENTS FUND EXP PROFESSIONAL & TECHNICAL		

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

Activity	Date	Clerk	Comment
Approved	01/21/26	ADAM SPENCE	Auto approved by: 91054000
Approved	01/21/26	JENNIFER WHITE	
Approved	01/21/26	BRENDA RHODES	
Approved	01/21/26	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	01/21/26	RELYA MALLORY	Auto approved by: 910511034
Unknown	01/29/26	SANDRA LEWIS	
Approved	01/29/26	DONALD ROSE	Auto approved by: 910518227
Approved	01/29/26	SANDRA LEWIS	
Approved	01/29/26	STEVEN KRONINGER	Auto approved by: 910518227
Approved	01/29/26	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	01/29/26	JAMES NEESE	Auto approved by: 910518227
Approved	01/29/26	PATRICIA KENNEDY-JONES	Auto approved by: 910518227
Approved	01/29/26	REBECCA CRUMPLER	Auto approved by: 910518227
Approved	01/29/26	ANNE FOLEY	Auto approved by: 910518227
Approved	01/29/26	JOHN PAINE	Auto approved by: 910518227

Contract Header

Contract

Traffic Striping/Pavement Amendment #2

Supplier

TRP Construction Group, LLC

Linked Solicitation

NA

Public Comments

NA

Type

Master Agreement

Contract Code

210000000202-012-2

Sourcing Number

NA

Contact Information

Contract Responsible

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

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
Cory	West	coryw@trpconstructiongroup.com	8173419092

1 Record(s)

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

5/30/2023

End Date

4/21/2026

Documents

- [Final_MA_012_210000000202_1_MA_FORM_ADV_PDF.PDF](#)
- [ALDOT Traffic Striping Renewal Letter TRP Construction MA 012 21-202.pdf](#)
- [Final_MA_012_210000000202_1_MA_FORM_ADV_PDF.PDF](#)
- [ALDOT Traffic Striping Renewal Letter TRP Construction MA 012 21-202.pdf](#)
- [Final_MA_012_210000000202_1_MA_FORM_ADV_PDF.PDF](#)
- [ALDOT Traffic Striping Renewal Letter TRP Construction MA 012 21-202.pdf](#)
- [210000000202-012-2_Traffic_Striping_Amendment__2_2023-2024_pricing_V1.pdf](#)

Items

Item Name	Product Code	UOM	
MOBILIZATION	210000000202-012-1-1	3,472.88	Each
TRAFFIC CONTROL-SINGLE LANE CLOSURE	210000000202-012-1-2	2,894.06	Each
TRAFFIC CONTROL-	210000000202-012-1-3	4,398.98	Each

- [210000000202-012-2_Traffic_Striping_Main_Contract_V1.pdf](#)

Item Name	Product Code		UOM
DOUBLE LANE CLOSURE			
TRAFFIC CONTROL-TRIPLE LANE CLOSURE	210000000202-012-1-4	5,788.13	Each
SOLID WHITE, CLASS 1, TYPE A TRAFFIC STRIPE	210000000202-012-1-5	926.10	Mile
BROKEN WHITE, CLASS 1, TYPE A TRAFFIC STRIPE	210000000202-012-1-6	439.90	Mile
NORMAL WIDTH DOTTED WHITE, CLASS 1, TYPE A TRAFFIC STRIPE 2'	210000000202-012-1-7	1.16	Foot
WIDE DOTTED WHITE, CLASS 1, TYPE A TRAFFIC STRIPE 3'	210000000202-012-1-8	5.79	Foot
SOLID YELLOW, CLASS 1, TYPE A TRAFFIC STRIPE	210000000202-012-1-9	926.10	Mile
BROKEN YELLOW, CLASS 1, TYPE A TRAFFIC STRIPE	210000000202-012-1-10	439.90	Mile
NORMAL WIDTH DOTTED YELLOW, CLASS 1, TYPE A TRAFFIC STRIPE	210000000202-012-1-11	1.16	Foot
TRAFFIC CONTROL MARKING, CLASS 1, TYPE A	210000000202-012-1-12	4.05	Square Foot
TRAFFIC CONTROL LEGEND, CLASS 1, TYPE A	210000000202-012-1-13	4.63	Square Foot
REMOVAL SOLID CLASS 1,	210000000202-012-1-14	1,504.91	Mile

Item Name	Product Code	UOM
TYPE A TRAFFIC STRIPING		
REMOVAL BROKEN CLASS 1, TYPE A TRAFFIC STRIPING	210000000202- 012-1-15	1,620.68 Mile
REMOVAL NORMAL WIDTH DOTTED, CLASS 1, TYPE A TRAFFIC STRIPE	210000000202- 012-1-16	2.32 Foot
REMOVAL WIDE DOTTED, CLASS 1, TYPE A TRAFFIC STRIPE 3'	210000000202- 012-1-17	5.79 Foot
REMOVAL TRAFFIC CONTROL MARKINGS, CLASS 1, TYPE A	210000000202- 012-1-18	3.47 Square Foot
REMOVAL TRAFFIC CONTROL LEGEND, CLASS 1, TYPE A	210000000202- 012-1-19	4.63 Square Foot
SOLID WHITE CLASS 1H, TYPE A TRAFFIC STRIPE	210000000202- 012-1-20	1,273.39 Mile
BROKEN WHITE CLASS 1H, TYPE A TRAFFIC STRIPE	210000000202- 012-1-21	607.75 Mile
NORMAL WIDTH DOTTED WHITE, CLASS 1H, TYPE A TRAFFIC STRIPE	210000000202- 012-1-22	1.74 Foot
WIDE DOTTED WHITE, CLASS 1H, TYPE A TRAFFIC STRIPE. 3'	210000000202- 012-1-23	5.79 Foot
SOLID YELLOW CLASS 1H, TYPE A	210000000202- 012-1-24	1,273.39 Mile

Item Name	Product Code	UOM
TRAFFIC STRIPE		
BROKEN YELLOW, CLASS 1H, TYPE A TRAFFIC STRIPE	210000000202-012-1-25	607.75 Mile
NORMAL WIDTH DOTTED YELLOW, CLASS 1H, TYPE A TRAFFIC STRIPE	210000000202-012-1-26	1.74 Foot
TRAFFIC CONTROL MARKING, CLASS 1H, TYPE A	210000000202-012-1-27	4.63 Square Foot
TRAFFIC CONTROL LEGEND, CLASS 1H, TYPE A	210000000202-012-1-28	4.63 Square Foot
REMOVAL SOLID CLASS 1H/1HAW, TYPE A TRAFFIC STRIPING	210000000202-012-1-29	1,504.91 Mile
REMOVAL BROKEN CLASS 1H/1HAW, TYPE A TRAFFIC STRIPING	210000000202-012-1-30	1,620.68 Mile
REMOVAL NORMAL WIDTH DOTTED, CLASS 1H/1HAW, TYPE A TRAFFIC	210000000202-012-1-31	2.32 Foot
REMOVAL WIDE DOTTED, CLASS 1H/1HAW, TYPE A TRAFFIC STRIPE 3	210000000202-012-1-32	5.79 Foot
REMOVAL TRAFFIC CONTROL MARKINGS,	210000000202-012-1-33	4.63 Square Foot

Item Name	Product Code		UOM
CLASS 1H/1HAW, TYPE A			
REMOVAL TRAFFIC CONTROL LEGEND, CLASS 1H/1HAW, TYPE A	210000000202- 012-1-34	4.63	Square Foot
SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE	210000000202- 012-1-35	3,183.47	Mile
BROKEN WHITE, CLASS 2, TYPE A TRAFFIC STRIPE	210000000202- 012-1-36	1,736.44	Mile
NORMAL WIDTH DOTTED WHITE, CLASS 2, TYPE A TRAFFIC STRIPE 2	210000000202- 012-1-37	2.32	Foot
WIDE DOTTED WHITE, CLASS 2, TYPE A TRAFFIC STRIPE 3'	210000000202- 012-1-38	5.79	Foot
SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE	210000000202- 012-1-39	3,183.47	Mile
BROKEN YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE	210000000202- 012-1-40	1,736.44	Mile
NORMAL WIDTH DOTTED YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE	210000000202- 012-1-41	2.32	Foot
TRAFFIC CONTROL MARKING, CLASS 2, TYPE A	210000000202- 012-1-42	5.79	Square Foot
TRAFFIC CONTROL LEGEND,	210000000202- 012-1-43	5.79	Square Foot

Item Name	Product Code	UOM
CLASS 2, TYPE A		
REMOVAL SOLID CLASS 2/2AW, TYPE A TRAFFIC STRIPING	210000000202- 012-1-44	1,504.91 Mile
REMOVAL BROKEN CLASS 2/2AW, TYPE A TRAFFIC STRIPING	210000000202- 012-1-45	1,620.68 Mile
REMOVAL NORMAL WIDTH DOTTED, CLASS 2/2AW, TYPE A TRAFFIC	210000000202- 012-1-46	2.32 Foot
REMOVAL WIDE DOTTED, CLASS 2/2AW, TYPE A TRAFFIC STRIPE 3'	210000000202- 012-1-47	5.79 Foot
REMOVAL TRAFFIC CONTROL MARKINGS, CLASS 2/2AW, TYPE A	210000000202- 012-1-48	4.63 Square Foot
REMOVAL TRAFFIC CONTROL LEGEND, CLASS 2/2AW, TYPE A	210000000202- 012-1-49	4.63 Square Foot
SOLID WHITE, CLASS 2T, TYPE A TRAFFIC STRIPE	210000000202- 012-1-50	2,199.49 Mile
BROKEN WHITE, CLASS 2T, TYPE A TRAFFIC STRIPE	210000000202- 012-1-51	1,157.63 Mile
NORMAL WIDTH DOTTED WHITE, CLASS 2T, TYPE A TRAFFIC STRIPE	210000000202- 012-1-52	2.32 Foot
WIDE DOTTED WHITE, CLASS 2T, TYPE A	210000000202- 012-1-53	5.79 Foot

Item Name	Product Code		UOM
TRAFFIC STRIPE. 3'			
SOLID YELLOW, CLASS 2T, TYPE A TRAFFIC STRIPE	210000000202-012-1-54	2,199.49	Mile
BROKEN YELLOW, CLASS 2T, TYPE A TRAFFIC STRIPE	210000000202-012-1-55	1,157.63	Mile
NORMAL WIDTH DOTTED YELLOW, CLASS 2T, TYPE A TRAFFIC STRIPE	210000000202-012-1-56	2.32	Foot
TRAFFIC CONTROL MARKING, CLASS 2T, TYPE A	210000000202-012-1-57	5.79	Square Foot
TRAFFIC CONTROL LEGEND, CLASS 2T, TYPE A	210000000202-012-1-58	5.79	Square Foot
REMOVAL SOLID CLASS 2T, TYPE A TRAFFIC STRIPING	210000000202-012-1-59	1,504.91	Mile
REMOVAL BROKEN CLASS 2T, TYPE A TRAFFIC STRIPING	210000000202-012-1-60	1,620.68	Mile
REMOVAL NORMAL WIDTH DOTTED, CLASS 2T, TYPE A TRAFFIC STRIPE	210000000202-012-1-61	2.32	Foot
REMOVAL WIDE DOTTED, CLASS 2T, TYPE A TRAFFIC STRIPE. 3'	210000000202-012-1-62	5.79	Foot
REMOVAL TRAFFIC CONTROL MARKINGS, CLASS 2T, TYPE A	210000000202-012-1-63	4.63	Square Foot

Item Name	Product Code		UOM
REMOVAL TRAFFIC CONTROL LEGEND, CLASS 2T, TYPE A	210000000202- 012-1-64	4.63	Square Foot
SOLID WHITE, CLASS W, TYPE A TRAFFIC STRIPE	210000000202- 012-1-65	18,522.00	Mile
BROKEN WHITE, CLASS W, TYPE A TRAFFIC STRIPE	210000000202- 012-1-66	6,714.23	Mile
NORMAL WIDTH DOTTED WHITE, CLASS W, TYPE A TRAFFIC STRIPE	210000000202- 012-1-67	8.10	Foot
WIDE DOTTED WHITE, CLASS W, TYPE A TRAFFIC STRIPE 3'	210000000202- 012-1-68	5.79	Foot
SOLID YELLOW, CLASS W, TYPE A TRAFFIC STRIPE	210000000202- 012-1-69	18,522.00	Mile
BROKEN YELLOW, CLASS W, TYPE A TRAFFIC STRIPE	210000000202- 012-1-70	8,334.90	Mile
NORMAL WIDTH DOTTED YELLOW, CLASS W, TYPE A TRAFFIC STRIPE	210000000202- 012-1-71	8.10	Foot
BROKEN BLACK, CLASS W, TYPE A TRAFFIC STRIPE	210000000202- 012-1-72	6,714.23	Mile
NORMAL WIDTH DOTTED BLACK, CLASS W, TYPE A TRAFFIC STRIPE 2	210000000202- 012-1-73	9.26	Foot

Item Name	Product Code	UOM
WIDE DOTTED BLACK, CLASS W, TYPE A TRAFFIC STRIPE 3'	210000000202- 012-1-74	5.79 Foot
TRAFFIC CONTROL MARKING, CLASS W, TYPE A	210000000202- 012-1-75	27.78 Square Foot
TRAFFIC CONTROL LEGEND, CLASS W, TYPE A	210000000202- 012-1-76	32.41 Square Foot
REMOVAL SOLID CLASS W/WAW, TYPE A TRAFFIC STRIPING	210000000202- 012-1-77	2,286.31 Mile
REMOVAL BROKEN CLASS W/WAW, TYPE A TRAFFIC STRIPING	210000000202- 012-1-78	2,286.31 Mile
REMOVAL NORMAL WIDTH DOTTED, CLASS W/WAW, TYPE A TRAFFIC	210000000202- 012-1-79	5.79 Foot
REMOVAL WIDE DOTTED, CLASS W/WAW, TYPE A TRAFFIC STRIPE 3'	210000000202- 012-1-80	1.16 Foot
REMOVAL TRAFFIC CONTROL MARKINGS, CLASS W/WAW, TYPE A	210000000202- 012-1-81	4.63 Square Foot
REMOVAL TRAFFIC CONTROL LEGEND, CLASS W/WAW, TYPE A	210000000202- 012-1-82	5.79 Square Foot
PAVEMENT MARKERS, CLASS A-H, TYPE 1-A	210000000202- 012-1-83	6.95 Each

Item Name	Product Code	UOM
PAVEMENT MARKERS, CLASS A-H, TYPE 1-B	210000000202-012-1-84	6.95 Each
PAVEMENT MARKERS, CLASS A-H, TYPE 2-A	210000000202-012-1-85	6.95 Each
PAVEMENT MARKERS, CLASS A-H, TYPE 2-B	210000000202-012-1-86	6.95 Each
PAVEMENT MARKERS, CLASS A-H, TYPE 2-C	210000000202-012-1-87	6.95 Each
PAVEMENT MARKERS, CLASS A-H, TYPE 2-D	210000000202-012-1-88	6.95 Each
PAVEMENT MARKERS, CLASS A-H, TYPE 2-E	210000000202-012-1-89	6.95 Each
SOLID WHITE CLASS 1HAW, TYPE A TRAFFIC STRIPE	210000000202-012-1-90	3,935.93 Mile
BROKEN WHITE CLASS 1HAW, TYPE A TRAFFIC STRIPE	210000000202-012-1-91	1,134.47 Mile
NORMAL WIDTH DOTTED WHITE, CLASS 1HAW, TYPE A TRAFFIC STRIPE	210000000202-012-1-92	4.63 Foot
WIDE DOTTED WHITE, CLASS 1HAW, TYPE A TRAFFIC STRIPE 3'	210000000202-012-1-93	2.32 Foot
SOLID YELLOW CLASS 1HAW, TYPE A TRAFFIC STRIPE	210000000202-012-1-94	3,935.93 Mile
BROKEN YELLOW, CLASS 1HAW, TYPE A	210000000202-012-1-95	1,134.47 Mile

Item Name	Product Code	UOM
TRAFFIC STRIPE		
NORMAL WIDTH DOTTED YELLOW, CLASS 1HAW, TYPE A TRAFFIC	210000000202-012-1-96	4.63 Foot
TRAFFIC CONTROL MARKING, CLASS 1HAW, TYPE A	210000000202-012-1-97	6.95 Square Foot
TRAFFIC CONTROL LEGEND, CLASS 1HAW, TYPE A	210000000202-012-1-98	6.95 Square Foot
SOLID WHITE, CLASS 2AW, TYPE A TRAFFIC STRIPE	210000000202-012-1-99	5,556.60 Mile
BROKEN WHITE, CLASS 2AW, TYPE A TRAFFIC STRIPE	210000000202-012-1-100	2,315.25 Mile

1 2 >



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 10, 2026

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution - Standard - Cooperative Agreement SouthWest Chamber of Commerce
2. Phase One landscaping_Gateway Initiative
3. COOPERATIVE AGREEMENT FOR MAINTENANCE OF RANGELINE ROAD - SW Chamber of Commerce 2026-01-29

REVIEWERS:

Lana Pafenbach
Lana Pafenbach

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis and Councilmember Ben Reynolds

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are authorized to execute and attest, respectively, for and on behalf of the City of Mobile, the Cooperative Agreement for maintenance of Rangeline Road between the City of Mobile and the SouthWest Mobile Chamber of Commerce for the *Gateway Initiative* project attached hereto or one with wording substantially similar, and made apart hereof, as though set forth in full, and to take such further action necessary to effectuate the Agreement. A copy of said Agreement is on file in the office of the City Clerk.

ADOPTED: _____

City Clerk



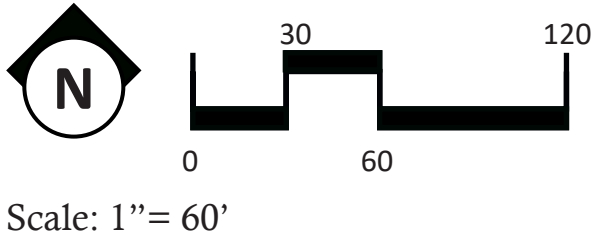
Tillman's Corner Streetscape - Mobile, Alabama

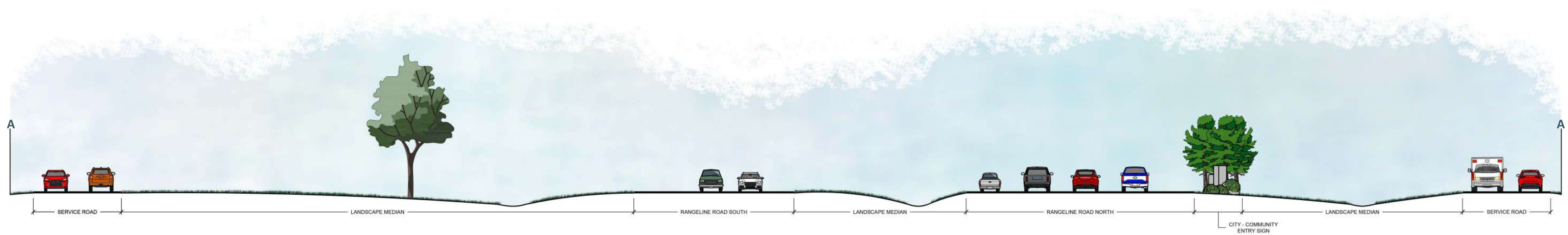


Tillman's Corner Streetscape - Mobile, Alabama

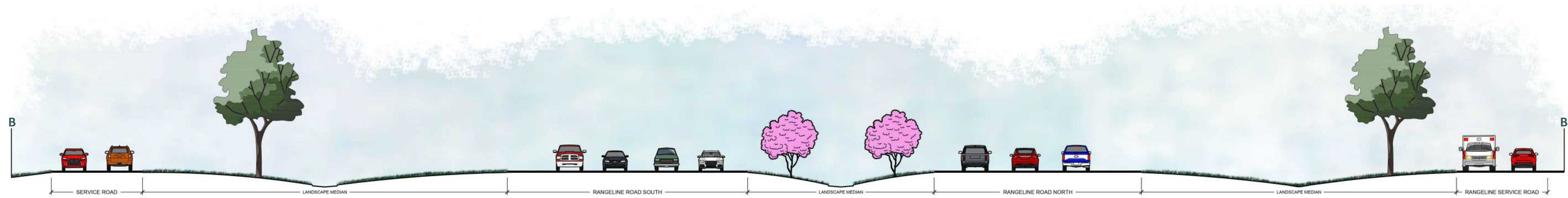


Tillman's Corner Streetscape - Mobile, Alabama

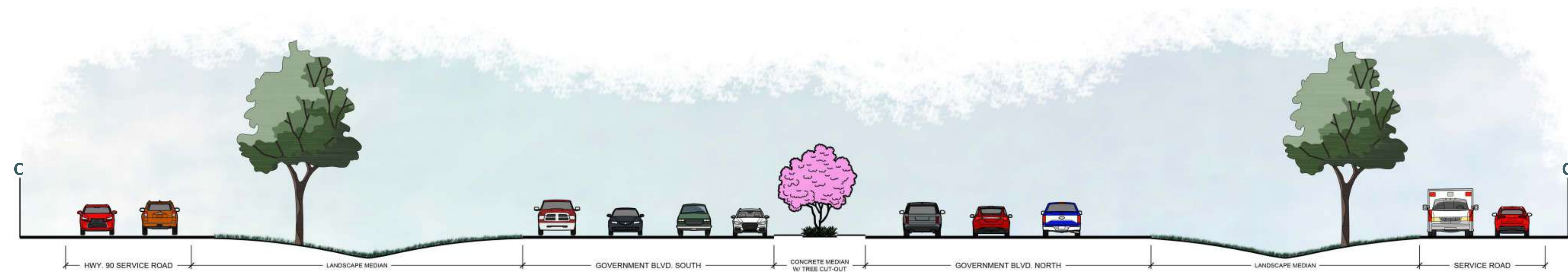




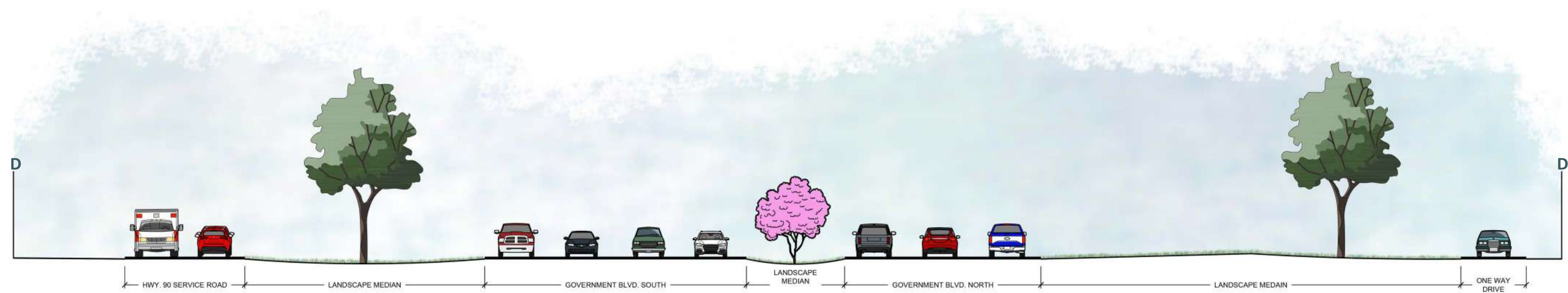
Section A Rangline Road



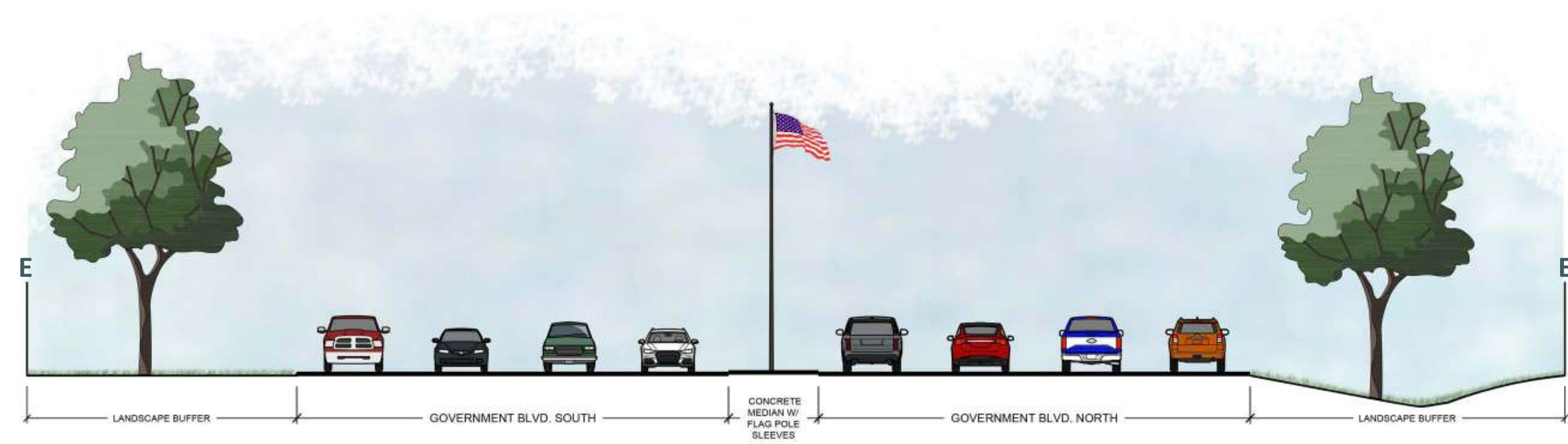
Section B Rangline Road



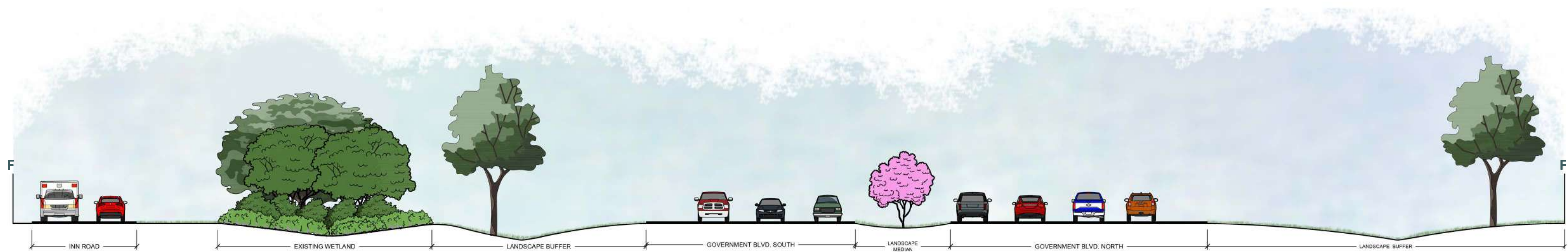
Section C - Government Blvd. - U.S. Hwy. 90



Section D - Government Blvd. - U.S. Hwy. 90



Section E - Government Blvd. - U.S. Hwy. 90



Section F - Government Blvd. - U.S. Hwy. 90

COOPERATIVE AGREEMENT BETWEEN THE CITY OF MOBILE, ALABAMA AND THE SOUTHWEST CHAMBER OF COMMERCE

This Cooperative Agreement (the "Agreement") is made and entered into as of the ____ day of _____, 2026, by and between the City of Mobile, an Alabama municipal corporation (the "City"), and the Southwest Chamber of Commerce, a domestic non-profit corporation f/k/a Tillman's Corner Area Chamber of Commerce (the "Chamber"). The City and the Chamber may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the City has entered into, or intends to enter into, a separate Cooperative Agreement with the Alabama Department of Transportation ("ALDOT") concerning increased maintenance activities along Rangeline Road and U.S. Highway 90 within Tillmans Corner and U.S. Highway 90 within Tillmans Corner within ALDOT right-of-way (**ALDOT reference numbers: US-90 MP-15.690 to 18.410 and MB-06A**);

WHEREAS, under the City–ALDOT cooperative agreement, the City remains fully responsible to ALDOT for compliance with all applicable maintenance standards, safety requirements, and right-of-way obligations;

WHEREAS, the City desires to engage the Chamber to assist with certain maintenance, beautification, and upkeep activities along Rangeline Road and U.S. Highway 90 within Tillmans Corner, known as the *Gateway Initiative*, and as shown in all phases of the *Tillman's Corner Streetscape* (attached hereto as Exhibit A), subject at all times to ALDOT standards and City oversight;

WHEREAS, the Chamber is willing to perform such services for the benefit of the City and the surrounding community, subject to the terms and conditions set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. INCORPORATION OF RECITALS

The foregoing recitals are true and correct and are incorporated into this Agreement as if fully set forth herein.

2. RELATIONSHIP TO ALDOT AGREEMENT

2.1 This Agreement is expressly subordinate to the Cooperative Agreement between the City and ALDOT concerning Rangeline Road and U.S. Highway 90 within Tillmans Corner (the "ALDOT Agreement").

2.2 Nothing in this Agreement shall be construed to create any contractual relationship between the Chamber and ALDOT.

2.3 The City shall remain solely responsible to ALDOT for performance, compliance, and enforcement under the ALDOT Agreement.

2.4 By entering this agreement, the City does not grant the Chamber any right, title, or claim to such rights-of-way.

3. SCOPE OF MAINTENANCE SERVICES

3.1 The Chamber shall perform, at the direction of the City, routine maintenance activities along Rangeline Road and U.S. Highway 90 within Tillmans Corner, which may include:

- Litter removal and debris pickup;
- Vegetation control, trimming and incidental mowing as needed as part of landscaping activities (City will provide the primary mowing services);
- General appearance and cleanliness upkeep;
- Other maintenance activities expressly approved in writing by the City; and
- The beautification measures noted in the Tillman's Corner Streetscape (attached hereto as Exhibit A) such as plantings of trees, low evergreen plantings of shrubs, ground cover and ornamental grasses, and the Major City/Community Entry Sign.

3.2 The Chamber shall not perform:

- Construction activities outside the scope reflected in Exhibit A; or;
- Any work requiring an ALDOT permit,

unless expressly authorized in writing by the City and ALDOT, as applicable.

4. STANDARDS AND COMPLIANCE

4.1 All work performed by the Chamber shall comply with:

- ALDOT standards and specifications, as applicable;
- The Manual on Uniform Traffic Control Devices (MUTCD), where required; and
- All applicable federal, state, and local laws and regulations.

4.2 The Chamber acknowledges that failure to comply with applicable standards may result in immediate suspension of work.

5. OVERSIGHT AND DIRECTION

5.1 The City shall have full authority to direct, monitor, and inspect the Chamber's activities under this Agreement.

5.2 The City may suspend or terminate the Chamber's activities if necessary to protect public safety or to maintain compliance with the ALDOT Agreement.

6. COMPENSATION

The Chamber shall perform services under this Agreement without compensation from the City.

7. INDEMNIFICATION AND LIABILITY

The City is not responsible for the safety of any individuals involved or taking part in this work during planting, maintenance, removal, or other operations. To the extent allowed by law, the Chamber shall be solely responsible for any claim(s) for damage done to existing private property, public utility, or the traveling public, arising out of its obligations under this Agreement.

To the extent permitted by Alabama law, the Chamber shall indemnify, defend, and hold harmless the City, its officers, officials, employees, and agents from and against claims, damages, losses, and expenses arising out of or related to the Chamber's performance under this Agreement.

Nothing herein shall be construed as a waiver of any governmental immunity or statutory limitation applicable to the City.

8. INSURANCE

The Chamber shall maintain insurance in types and amounts acceptable to the City, naming the City as an additional insured, unless waived in writing by the City.

9. TERM AND TERMINATION

This Agreement shall commence on the effective date and continue for a term of five (5) years, unless earlier terminated.

Either Party may terminate this Agreement upon thirty (30) days' written notice. The City may immediately terminate or suspend activities for safety or compliance reasons.

10. NO ASSIGNMENT

The Chamber may not assign or subcontract its obligations under this Agreement without the prior written consent of the City.

11. AMENDMENTS

This Agreement may be amended only by written instrument executed by both Parties.

12. SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

13. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

14. NOTICES

Notice to any party will be considered delivered three days following placement of properly addressed and stamped letters in US Mail utilizing the following notice addresses:

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

SOUTHWEST MOBILE CHAMBER OF COMMERCE
5055 Carol Plantation Road
Mobile, AL 36619

15. MISCELLANEOUS.

15.1 Immigration Law. By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Ala. Code § 31-13-9, if Chamber employs one or more employees within the State of Alabama, Chamber shall provide documentation establishing that Chamber 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.

15.2 Anti-boycott. Chamber 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.

15.3 Nondiscrimination. During the performance of this contract the Chamber agrees as follows:

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

The Chamber will, in all solicitations or advertisements for employees placed by or on behalf of the Chamber, state that all qualifying applicants will receive consideration for employment without

regard to race, creed, color, national origin or disability.

The Chamber will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or worker's representative of the Chamber's commitments under this section, and shall post copies of such notice in conspicuous places available to employees and applicants for employment.

In the event of the Chamber's noncompliance with the nondiscrimination clauses of this contract, this contract may be canceled, terminated, or suspended in whole or in part and the Chamber may be declared ineligible for further municipal contracts.

Chamber agrees and commits to follow the Americans with Disabilities Act of 1990.

15.4 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.

15.5 This Agreement may be executed in any number of separate counterparts, each of which shall together be deemed an original, but the several counterparts shall together constitute but one and the same Agreement. A portable document format (PDF) file or other reproduction of this Agreement (or the signature page of this Agreement) may be executed by one or more parties hereto, and an executed copy of this Agreement (or the signature page of this Agreement) may be delivered by one or both parties by electronic mail in a PDF file or by similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Cooperative Agreement as of the date first written above.

SOUTHWEST MOBILE CHAMBER OF COMMERCE

By: _____
Name: _____
Title: _____

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said county in said state, hereby certify that _____, whose name as _____, of the SouthWest Mobile Chamber of Commerce, a domestic non-profit corporation, has signed the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing agreement, he/she, as such officer, and with full authority, executed the same voluntarily for and as the act of said non-profit corporation on the day the same bears date.

GIVEN under my hand and official seal of office this the ____ day of _____, 20____.

Notary Public
My Commission Expires: _____

CITY OF MOBILE, A Municipal Corporation

BY _____
Spiro N. Cheriogotis
Its Mayor

ATTEST:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 10, 2026

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution - Standard - Cooperative Agreement ALDOT Gateway Initiative
2. Phase One landscaping_Gateway Initiative
3. COOPERATIVE AGREEMENT FOR INCREASED MAINTENANCE OF RANGELINE ROAD - ALDOT 2026-01-29

REVIEWERS:

Lana Pafenbach
Lana Pafenbach

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis and Councilmember Ben Reynolds

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are authorized to execute and attest, respectively, for and on behalf of the City of Mobile, the Cooperative Agreement for increased maintenance of Rangeline Road between the City of Mobile and the Alabama Department of Transportation for the *Gateway Initiative* project attached hereto or one with wording substantially similar, and made apart hereof, as though set forth in full, and to take such further action necessary to effectuate the Agreement. A copy of said Agreement is on file in the office of the City Clerk.

ADOPTED: _____

City Clerk

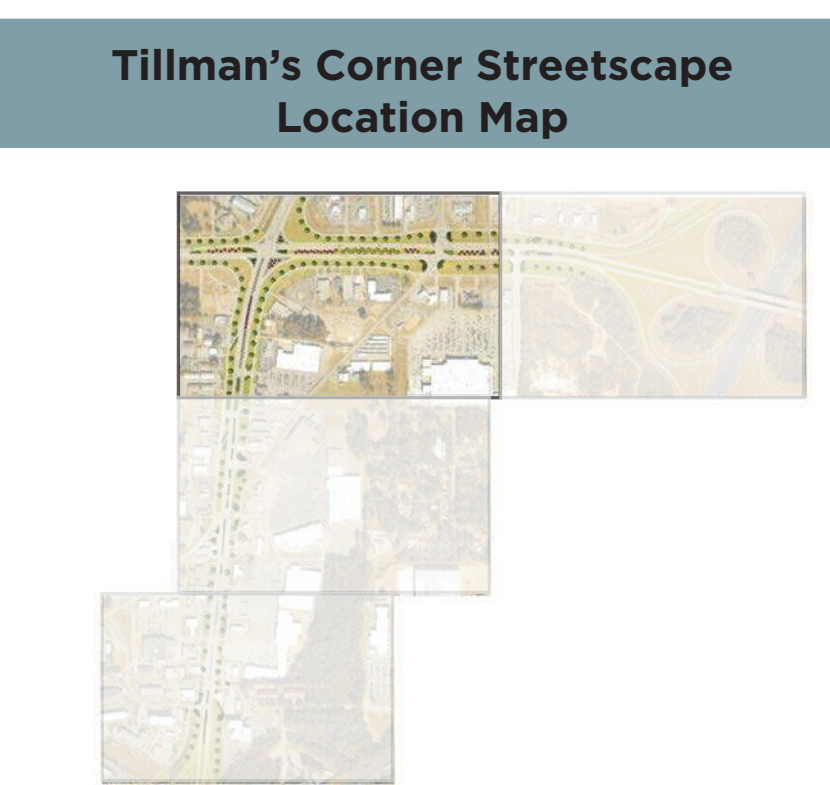
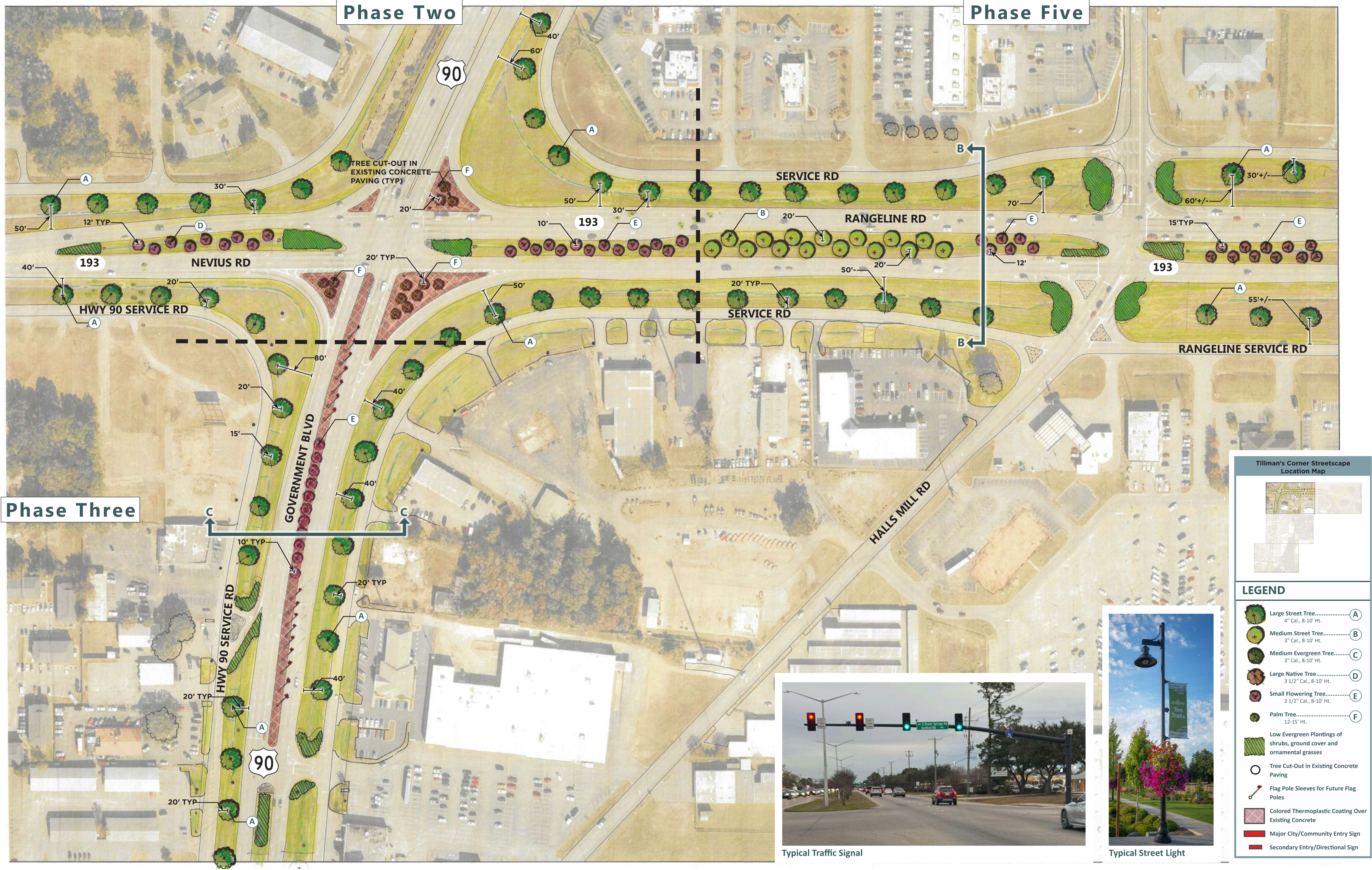


Tillman's Corner Streetscape
Location Map

LEGEND

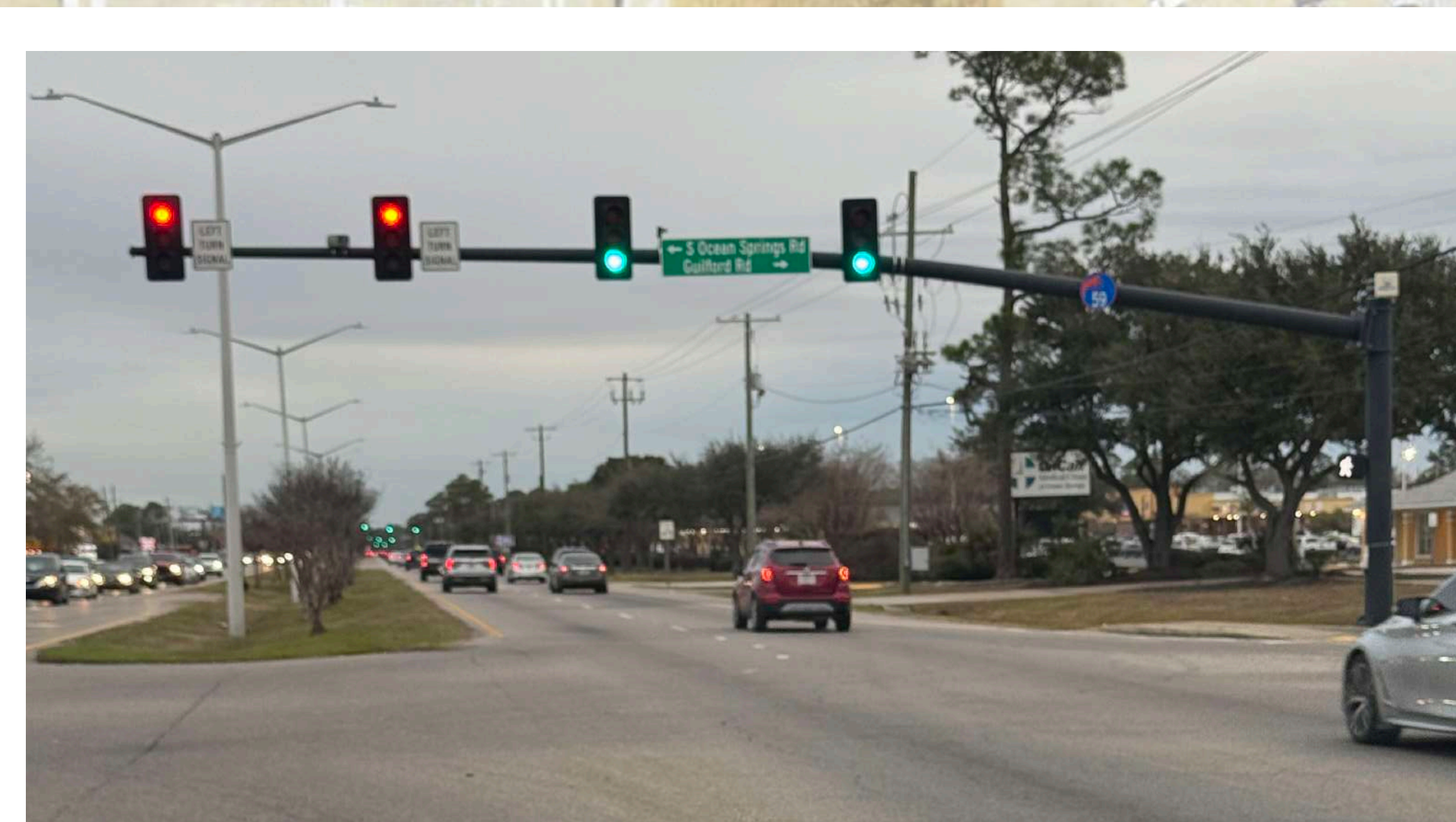
	Large Street Tree..... (A)
	Medium Street Tree..... (B)
	Medium Evergreen Tree..... (C)
	Large Native Tree..... (D)
	Small Flowering Tree..... (E)
	Palm Tree..... (F)
	Low Evergreen Plantings of shrubs, ground cover and ornamental grasses
	Tree Cut-Out in Existing Concrete Paving
	Flag Pole Sleeves for Future Flag Poles
	Colored Thermoplastic Coating Over Existing Concrete
	Major City/Community Entry Sign
	Secondary Entry/Directional Sign

Tillman's Corner Streetscape - Mobile, Alabama



LEGEND

- Large Street Tree..... (A)
4" Cal., 8-10' Ht.
- Medium Street Tree..... (B)
3" Cal., 8-10' Ht.
- Medium Evergreen Tree..... (C)
3" Cal., 8-10' Ht.
- Large Native Tree..... (D)
3 1/2" Cal., 8-10' Ht.
- Small Flowering Tree..... (E)
2 1/2" Cal., 8-10' Ht.
- Palm Tree..... (F)
12-15' Ht.
- Low Evergreen Plantings of shrubs, ground cover and ornamental grasses
- Tree Cut-Out in Existing Concrete Paving
- Flag Pole Sleeves for Future Flag Poles
- Colored Thermoplastic Coating Over Existing Concrete
- Major City/Community Entry Sign
- Secondary Entry/Directional Sign

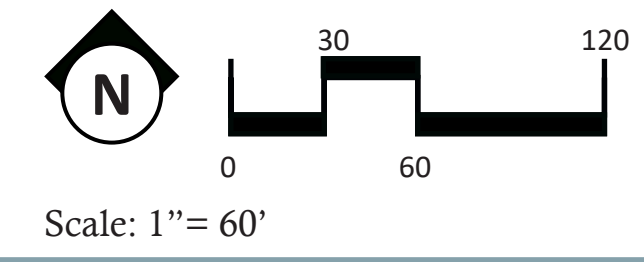


Typical Traffic Signal



Typical Street Light

Tillman's Corner Streetscape - Mobile, Alabama



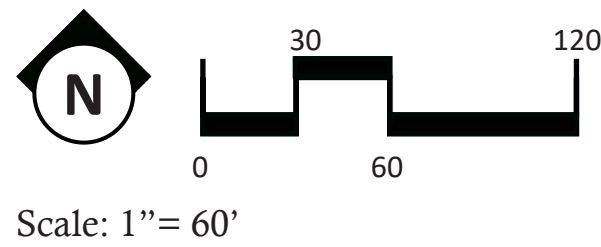
CONCEPTUAL PLAN
05.05.2025 | Page 2 of 6

Project Number: 242076-001





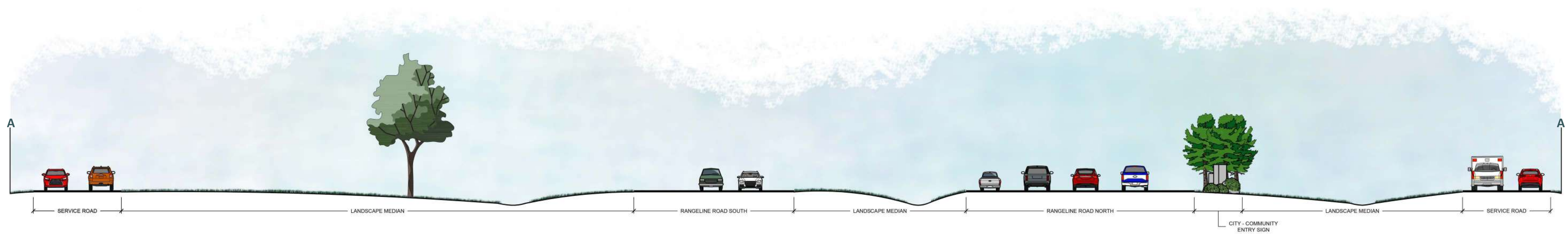
Tillman's Corner Streetscape - Mobile, Alabama



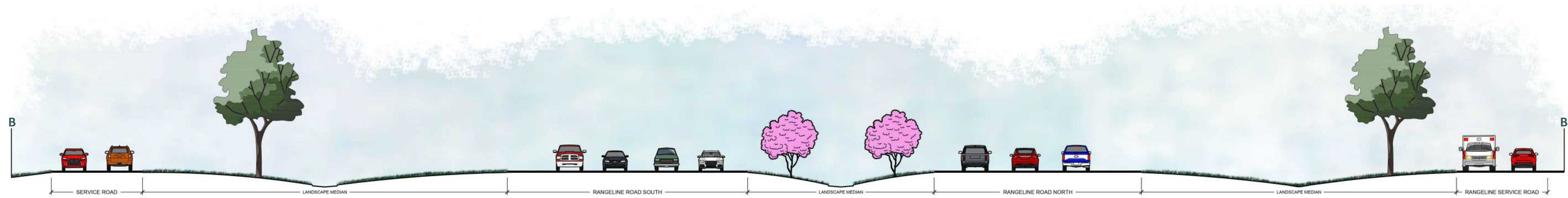
CONCEPTUAL PLAN
05.05.2025 | Page 3 of 6

Project Number: 242076-001

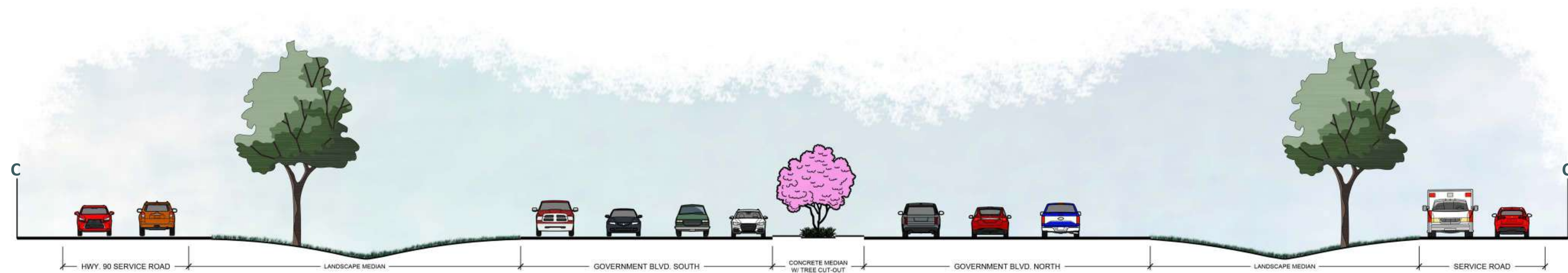




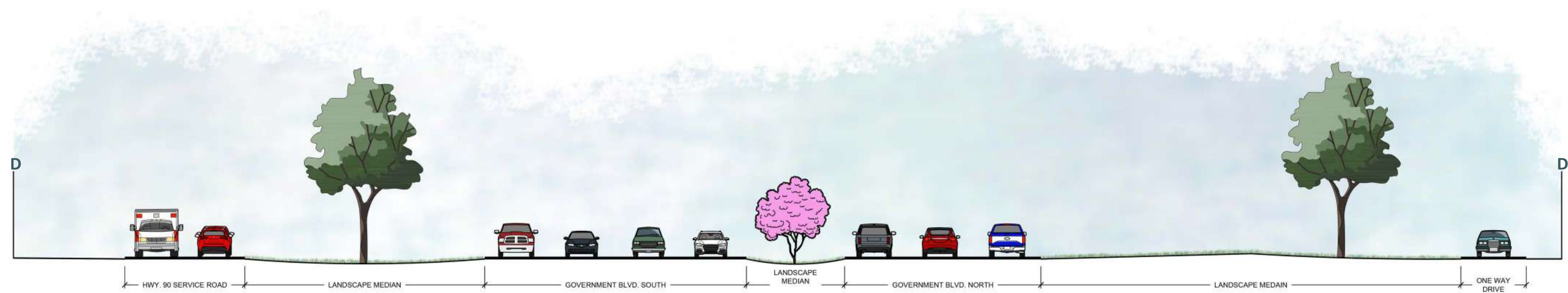
Section A Rangline Road



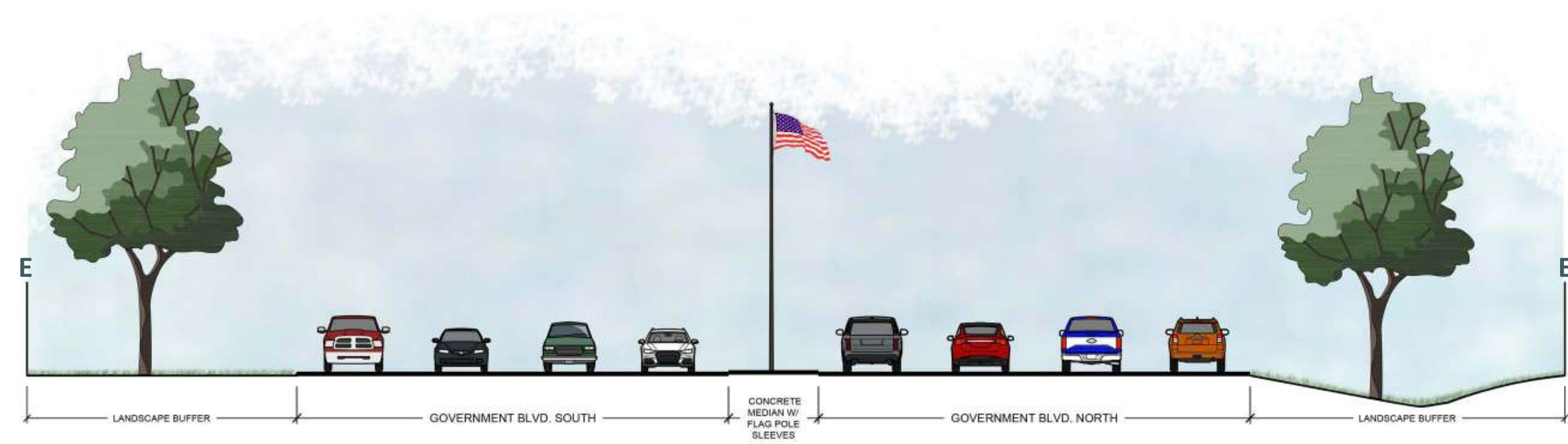
Section B Rangline Road



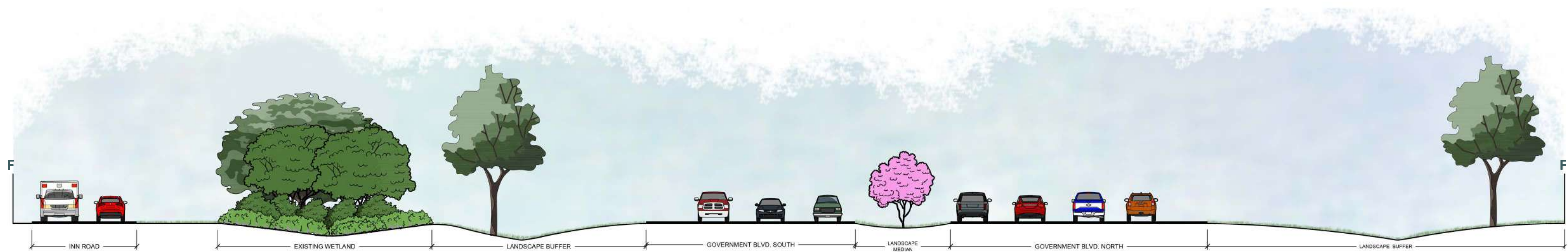
Section C - Government Blvd. - U.S. Hwy. 90



Section D - Government Blvd. - U.S. Hwy. 90



Section E - Government Blvd. - U.S. Hwy. 90



Section F - Government Blvd. - U.S. Hwy. 90

**COOPERATIVE AGREEMENT BETWEEN THE CITY OF MOBILE, ALABAMA
AND THE ALABAMA DEPARTMENT OF TRANSPORTATION**

This Cooperative Agreement (the "Agreement") is made and entered into as of the ____ day of _____, 20____, by and between the City of Mobile, an Alabama municipal corporation (the "City"), and the State of Alabama, acting by and through the Alabama Department of Transportation ("ALDOT"). The City and ALDOT may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, ALDOT has jurisdiction over certain public roadways and rights-of-way within the City of Mobile, including Rangeline Road and U.S. Highway 90 within Tillmans Corner, located in Mobile County, Alabama;

WHEREAS, Rangeline Road and U.S. Highway 90 within Tillmans Corner lies within or adjacent to ALDOT right-of-way and requires increased maintenance activities of a primarily non-construction nature beyond routine levels in order to support public safety, aesthetics, and adjacent economic or community development;

WHEREAS, the City desires to assist with certain maintenance, beautification, and upkeep activities along Rangeline Road and U.S. Highway 90 within Tillmans Corner, known as the *Gateway Initiative* and as shown in all phases of the *Tillman's Corner Streetscape* (attached hereto as Exhibit A), subject at all times to ALDOT standards and City oversight;

WHEREAS, ALDOT is willing to allow such increased maintenance activities to be performed, provided that such work complies with ALDOT requirements and that responsibility and liability are clearly allocated (**ALDOT reference numbers: US-90 MP-15.690 to 18.410 and MB-06A**);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. INCORPORATION OF RECITALS

The above recitals are true and correct and are incorporated into this Agreement as if fully set forth herein.

2. DESCRIPTION OF ROADWAY AND LIMITS

This Agreement applies to Rangeline Road and U.S. Highway 90 within Tillmans Corner, located within the City of Mobile, Alabama, along ALDOT Route No. [REDACTED], between approximate

mileposts [REDACTED] to [REDACTED], or such other limits as may be approved by ALDOT (the "Agreement Area").

3. TERM

This Agreement shall become effective on the date first written above and shall remain in effect for a term of five (5) years, unless earlier terminated in accordance with this Agreement. The Agreement may be renewed or extended by mutual written agreement of the Parties.

4. GENERAL COOPERATION

The Parties agree to cooperate in good faith to allow the increased maintenance of Rangeline Road and U.S. Highway 90 within Tillmans Corner in a manner that promotes public safety, preserves the integrity of the roadway and right-of-way, and complies with all applicable ALDOT standards and requirements.

5. MAINTENANCE RESPONSIBILITIES OF THE CITY

5.1 Scope of Maintenance. The City shall be responsible for performing or arranging for increased maintenance activities within the Agreement Area, which may include, but are not limited to:

- Litter removal and debris pickup;
- Vegetation control, trimming and mowing;
- General appearance and cleanliness upkeep;
- The beautification measures noted in the Tillman's Corner Streetscape (attached hereto as Exhibit A) such as plantings of trees, low evergreen plantings of shrubs, ground cover and ornamental grasses, and the Major City/Community Entry Sign;
- Landscaping maintenance (no new installation unless expressly approved);
- Minor aesthetic or cleanliness improvements that do not alter grades, drainage, or structural elements; and
- Other maintenance activities approved in writing by ALDOT.

No new structures, fixtures, signage, or landscaping installations shall be placed within the ALDOT right-of-way without ALDOT's prior written approval.

5.2 Standards. All maintenance activities shall conform to:

- ALDOT standards and specifications;
- The current Manual on Uniform Traffic Control Devices (MUTCD), where applicable; and
- Any written directives or conditions issued by ALDOT related to the work.

5.3 Permits and Approvals. Any work not expressly described in this Agreement shall require prior written approval from ALDOT and, if applicable, a separate permit.

5.4 No Interference. The City shall ensure that maintenance activities do not interfere with traffic flow, drainage, utilities, or future ALDOT construction or maintenance operations.

6. ALDOT RIGHTS AND OVERSIGHT

6.1 ALDOT retains full jurisdiction and control over the roadway and right-of-way.

6.2 ALDOT may inspect maintenance activities at any reasonable time.

6.3 If the City fails to comply with this Agreement, ALDOT may require corrective action, suspend activities, or terminate this Agreement upon written notice.

6.4 The City remains fully responsible to ALDOT for compliance with all applicable maintenance standards, safety requirements, and right-of-way obligations.

7. INDEMNIFICATION AND LIABILITY

To the extent permitted by Alabama law, and subject to the limitations applicable to municipal corporations under Ala. Code § 11-93-2, the City shall defend, indemnify, and hold harmless the State of Alabama, ALDOT, and their officers, officials, employees, and agents from and against claims, damages, losses, and expenses arising out of the City's maintenance activities performed under this Agreement.

Nothing herein shall be construed as a waiver of sovereign or governmental immunity.

8. INSURANCE

The City shall maintain insurance or self-insurance coverage consistent with its statutory authority and risk management practices sufficient to cover its obligations under this Agreement.

9. TERMINATION

Either Party may terminate this Agreement upon thirty (30) days' written notice to the other Party. ALDOT may immediately suspend activities if necessary to protect public safety or the integrity of the roadway.

10. AMENDMENTS

This Cooperative Agreement may be amended at any time by the mutual consent of the Parties, provided that any amendment or modification shall be in writing and executed by both Parties, or their respective successors or assigns.

11. ASSIGNMENT

Neither Party may assign or transfer its rights or obligations under this Cooperative Agreement without the prior written consent of the other Party. Any attempted assignment or transfer made without such prior written consent shall be null and void and of no force or effect.

12. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

13. SEVERABILITY

If any provision of this Cooperative Agreement is declared invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the remaining provisions of this Cooperative Agreement, which shall remain in full force and effect and be construed to carry out the intent of the Parties.

14. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior discussions or understandings.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Cooperative Agreement as of the date first written above.

ALABAMA DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Title: _____

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said county in said state, hereby certify that , whose name as , of the Alabama Department of Transportation, has signed the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing agreement, he/she, as such officer, and with full authority, executed the same voluntarily for and as the act of said non-profit corporation on the day the same bears date.

GIVEN under my hand and official seal of office this the ____ day of _____, 20____.

Notary Public

My Commission Expires: _____

CITY OF MOBILE

By: _____

Spiro N. Cheriogotis

Its: Mayor

ATTEST:

Lisa Lambert, City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of: February 10, 2026

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Authorize Intergovernmental Agreement with Mobile County District Attorney's Office to provide funding assistance for crime prosecution of the 13th Judicial Circuit.

Amount of Contract:

NTE \$1,100,000.00 per year for a period of 3 years

Funding Source

General Fund / Public Safety - Prosecutorial Services

ATTACHMENTS:

1. Resolution MCDA Intergovernmental 2026
2. 2026 Intergovernmental Agreement 1000000 2026-01-23 v.2

REVIEWERS:

Lana Pafenbach

Lana Pafenbach

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA , that the Mayor and the City Clerk are hereby authorized to execute and attest, respectively, for and on behalf of the City of Mobile, the Intergovernmental Agreement between the Mobile County District Attorney's Office and the City of Mobile, for the purpose of providing funding assistance for crime investigation, prevention and prosecution in the Circuit Courts and District Courts of the 13th Judicial Circuit, and to perform all acts necessary as outlined in the Intergovernmental Agreement attached hereto and made a part hereof as though set forth in full. A copy of said Intergovernmental Agreement is on file in the office of the City Clerk.

Adopted:

City Clerk

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE MOBILE COUNTY DISTRICT ATTORNEY'S OFFICE
AND
THE CITY OF MOBILE, ALABAMA

This Agreement is between the Office of the Mobile County District Attorney ("MCDA") and the City of Mobile, Alabama ("City") for the public purpose of providing funding assistance for crime prosecution in all Courts of the 13th Judicial Circuit. To that end, the parties agree as follows:

1. Funding Amount.

City agrees to provide funding assistance to MCDA in a sum not to exceed One Million One Hundred Thousand Dollars (\$1,100,000.00) per year for a period of three (3) years, for a total amount not to exceed Three Million Three Hundred Thousand Dollars (\$3,300,000.00) under this Agreement.

2. Appropriations Contingency.

Notwithstanding any provision of this Agreement to the contrary, the City's obligation to make payments under this Agreement is expressly contingent upon the lawful appropriation of funds by the Mobile City Council for each applicable fiscal year. Nothing herein shall be construed to obligate the City to make any payment in the absence of such appropriation.

3. Use of Funds.

MCDA agrees to use the funds received from the City exclusively for its operations in support of crime investigation, crime prevention, and crime prosecution.

4. No Continuing Obligation.

MCDA and City agree that this Agreement does not obligate either party to provide permanent or additional funding beyond the term of this Agreement.

5. No Agency or Joint Venture.

The parties agree that nothing herein shall make MCDA an agent or joint venturer of the City for any purpose.

6. Disbursement of Funds.

Upon full execution of this Agreement by both parties (the "Effective Date"), the funds shall be disbursed in three (3) annual payments of One Million One Hundred Thousand Dollars (\$1,100,000.00), following presentation by MCDA of an invoice requesting the initial disbursement, and thereafter upon presentation of an invoice after each anniversary of the Effective Date.

7. Termination.

The City may terminate this Agreement, in whole or in part, for convenience upon thirty (30) days' written notice to MCDA. The City may terminate this Agreement immediately upon written notice if MCDA materially breaches any provision of this Agreement. Upon

termination, MCDA shall refund to the City any unexpended funds or any funds expended for purposes not authorized by this Agreement, in accordance with Section 8.

8. Records and Audit.

MCDA shall maintain complete and accurate records relating to the receipt and use of funds provided under this Agreement and shall make such records available to the City for inspection or audit upon reasonable notice during normal business hours, for the term of this Agreement and for three (3) years thereafter.

9. Compliance with Law / Non-Discrimination.

MCDA agrees that it will comply strictly with all applicable state and federal laws, rules, and regulations, and shall assure that no person is subjected to discrimination on the basis of race, color, national or ethnic origin, age, religion, disability, sex, sexual orientation, gender identity and expression, veteran status, or any other characteristic protected under applicable law.

10. Entire Agreement; Amendments.

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior discussions or understandings. This Agreement may be amended only by a written instrument executed by both parties.

11. Non-Waiver

Failure of the City to enforce any provision of this Agreement shall not be deemed a waiver of that provision.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have each caused this instrument to be executed on the date or dates set out below the signature of their duly authorized representative.

CITY OF MOBILE, A Municipal Corporation

BY _____
Its Mayor

DATE _____

ATTEST:

BY: _____
Its City Clerk

OFFICE OF MOBILE COUNTY DISTRICT ATTORNEY

By: _____
KEITH BLACKWOOD
Mobile County District Attorney

DATE



AGENDA ITEM SUMMARY SHEET

Agenda of: February 10, 2026

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Authorize the Foreign Trade Zone Operator Agreement with Austal USA, LLC to utilize Foreign Trade Zone No. 82

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution - FTZ Operator Agreement Austal USA 2026
2. Austal FTZ Operator Agreement 1.29.26

REVIEWERS:

Lana Pafenbach

Lana Pafenbach

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Foreign-Trade Zone Operator Agreement between City of Mobile and Austal USA, LLC, in which the City grants the Operator the right to utilize the real property located Foreign-Trade Zone No. 82, as outlined in the agreement attached hereto and made a part hereof as though set forth in full herein. A copy of said agreement is on file in the office of the City Clerk.

ADOPTED:

CITY CLERK

FOREIGN-TRADE ZONE OPERATOR AGREEMENT

THIS AGREEMENT is made and entered into on this the 15th day of January, 2026, the City of Mobile, an Alabama Class 2 municipal corporation; hereinafter referred to as "City" or "Grantee", and Austal USA, LLC qualified to do business in Alabama hereinafter referred to as "Operator".

WITNESSETH:

WHEREAS, on or about February 24, 1983 and pursuant to the Foreign-Trade Zones Act of 1934, as amended (19 U.S.C. 81a-81-u), the City received a grant from the U.S. Foreign-Trade Zones Board, to establish, operate, and maintain a foreign-trade zone which is designated as Foreign-Trade Zone No. 82; and

WHEREAS, the purpose of the foreign-trade zone program is to encourage, facilitate, and expedite U.S. participation in international trade, which in turn fosters economic development and increases employment opportunities; and

WHEREAS, certain facilities of Operator, said facilities including but not limited to 100 Austal Way, Mobile AL 36602-245, are within, have been, or shall be designated as foreign-trade zone sites by a grant of authority issued by, or to be issued by, the Foreign-Trade Zones Board, such site or sites to be singularly or collectively referred to as "Site;" ; and

WHEREAS, certain facilities of Operator are within, have been, or shall be designated as foreign-trade zone sites by a grant of authority issued by, or to be issued by, the Foreign-Trade Zones Board, such site or sites to be singularly or collectively referred to as "Site;" ; and

WHEREAS, pursuant to certain regulations promulgated by the federal Foreign-Trade Zones Board, 15 C.F.R. Part 400, Grantee is now required to enter into an agreement with each operator to carry out the objectives of the zone program, to identify roles and responsibilities, and to provide indemnification to the Grantee; and

WHEREAS, Operator desires to conduct certain activities on the Site and to avail itself of the rights and privileges attendant to operating in a foreign-trade zone; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto agree as follows:

I. AUTHORITY GRANTED/ACCEPTED

1.1 Authority Granted: City hereby agrees that Operator may use the Site as a foreign-trade zone, subject to all terms and conditions of this Agreement, and for the term specified herein and any extension thereof.

1.2 Authority Accepted: Operator hereby accepts the foreign-trade zone status for the Site and hereby agrees to operate the Site in accordance with the terms and conditions of this Agreement, the effective Zone Schedule, and any applicable standards of operation, rules or regulations which now exist, or which may in the future be instituted or amended by City, the Bureau of Customs and Border Protection, the Foreign-Trade Zones Board or any other federal, state, county, or local authority relating to occupancy or use of the Site.

II. EFFECTIVE DATE AND DURATION OF AGREEMENT

2.1 This Agreement shall be effective as of the 15th day of January, 2026, and shall continue in effect for a term of Five (5) years unless extended or sooner terminated as herein provided, and shall automatically renew for successive five (5) year terms, on the same terms and conditions, unless terminated as herein provided. However, should this Agreement automatically renew, Operator will be bound by the fees contained in the then current Zone Schedule, and any future changes in the Zone Schedule. Notwithstanding the foregoing, one year from the effective date of this Agreement, any party hereto shall have the absolute right and authority to terminate this Agreement, without cause and without liability to any other party hereto, upon giving one hundred and eighty (180) days advance, written notice of such termination to all parties.

III. STANDARDS OF OPERATION

3.1 Operational Management Procedures: Operator shall establish operating standards for the Site, which shall conform to all applicable requirements of City, the Bureau of Customs and Border Protection, the Foreign-Trade Zones Board, and any other federal, state, county, or local authority with authority to regulate in this area. Operator shall operate in conformance with said

operating standards for the term of this Agreement, and shall ensure the compliance of other parties operating at the Site.

3.2 Right of Entry: City, its contracted Administrator, the Bureau of Customs and Border Protection, the Foreign-Trade Zones Board, and any other federal, state, county, or local authority, or their authorized agents or representatives, shall have the right to enter the Site at all reasonable times, to inspect the Site and to ensure that all activities conform to the operating standards promulgated by City and the requirements of this Agreement. City or its contracted Administrator shall provide Operator with forty-eight (48) hours prior to its entry for inspection. Where possible, any such entry shall be limited to normal working hours and shall be made in accordance with the established security procedures of Operator. Operator shall have no claim against City or its contracted Administrator for interference with Operator's interests during such period of entry.

IV. RECORD KEEPING

4.1 Annual Reporting: Within sixty (60) days after the close of each calendar year during the term of this Agreement, or the expiration hereof, Operator shall submit to the Foreign-Trade Zones Board, via its online electronic interface, such reports as may be required by the Foreign-Trade Zones Board. Said reports shall include, but not be limited to, all information required for the annual report to the Foreign-Trade Zones Board. Grantee, at its discretion, may require Operator to submit any such reports in electronic or hard-copy form to Grantee or its contracted Administrator, either of which may edit such reports in filing Grantee's overall annual report to the Foreign-Trade Zones Board.

4.2 Activity Reports: Within fifteen (15) days after the end of each month during the term of this Agreement, or the expiration thereof, Operator shall, if requested by City, submit financial statements or activity reports containing such information as may be required by City to comply with requests of the Foreign-Trade Zones Board, the Bureau of Customs and Border Protection, or any other authorized federal, state, county, or local agency. All such statements or reports shall be signed by an appropriate officer of the Operator, certifying that said statements or reports are true, correct, and accurate. All such information obtained from Operator shall be kept confidential, except for such information which is required to be made public by the Foreign-

Trade Zones Board, the Bureau of Customs and Border Protection, or which shall be determined to be public information under applicable federal, state, or local laws.

4.3 Notification: Operator shall promptly notify City and its contracted Administrator of any audit, investigation, or additional reporting requirements instituted by the Bureau of Customs and Border Protection, the Foreign-Trade Zones Board, or any federal, state, county, or local governmental agency which concerns foreign-trade zone operations within the Site. Operator agrees to furnish copies to City of all such requests for documentation, together with any response thereto.

4.4 Audit: City, or its designated representatives reserve the right to audit Operator's books, financial statements, and records with respect to its zone operations for the purpose of verifying the information provided by Operator under this section.

4.5 Conformance: In the event it is determined that the operations of Operator are not in conformance with the requirements of City, the Bureau of Customs and Border Protection, or the Foreign-Trade Zones Board, Operator agrees to take whatever steps are necessary to immediately remedy the situation. In the event the deficiency cannot be corrected within five (5) working days after notification, Operator shall prepare a written plan of performance outlining the measures to be taken to ensure conformance with said requirement and the time period required therefor, which shall be subject to approval by City.

4.6 Retention: Operator shall retain all receiving, shipping, financial, and accounting records concerning foreign-trade zone operations for five (5) years after the date of the act or occurrence. All such records shall be made available for inspection and audit by any appropriate governmental agency, City, or its contracted Administrator during normal business hours. Notwithstanding any of the foregoing, any of the information regarding the Operator shall be kept confidential by the City or its contracted Administrator and shall not be disclosed to any other person, except for disclosure of such information as shall be required under federal, state, or local laws. The City agrees to provide advance written notice to the Operator or any intended disclosure, and to allow the Operator thirty (30) days to object and to take judicial and/or administrative measures to support the confidentiality of the information.

V. ADVERTISING

5.1 City reserves the right on behalf of itself and its contracted Administrator to advertise the fact that Operator is a foreign-trade zone user in general promotions for Foreign-Trade Zone No. 82.

VI. OPERATOR FEES

6.1 Operator Fees: Operator agrees to pay the City's contracted Administrator certain fees in accordance with the terms of Exhibit "A", which is attached hereto and incorporated herein by reference. Operator agrees to pay to Administrator interest at the rate of one and one-half (1 1/2%) per month on all sums not received by the due date. In addition, any sums not received by Administrator by the due date shall constitute a breach of this Agreement and shall give rise to any of the remedies provided for by this Agreement. Notwithstanding the foregoing, no interest shall be due and no breach of this Agreement occur until ten (10) days after City or its contracted Administrator has provided Operator with written notice that said fees are due and unpaid.

VII. INDEMNIFICATION

7.1 Hold Harmless: It is an express condition of this Agreement that Operator shall protect, defend, indemnify, and hold harmless City, its elected officials, directors, officers, agents, representatives, and employees, from and against any and all liabilities, charges, demands, suits, claims, losses, fines, expenses or judgments arising by reason of the injury or death of any person, or loss or damage to any property, from any cause and of any nature whatsoever arising out of, or incidental to this Agreement or activities or operations on the Site. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

Further, Operator agrees to indemnify and hold City, its elected officials, directors, officers, agents, representatives, and employees harmless from any fines, fees, penalties, damages, claims, expenses, or causes of action of any nature whatsoever arising out of any act, omission or incident of Operator or their officers, representatives, agents, employees, contractors, subcontractors, licensees or invitees including but not limited to, such fines, duties, liquidated damages or penalties as might be assessed by the Bureau of Customs and Border

Protection. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

Operator shall post and maintain for the duration of this Agreement a Customs Bond, at Operator's sole expense, in such amount as shall be determined by the Bureau of Customs and Border Protection.

VIII. INSURANCE

8.1 Operator agrees to obtain and continuously maintain in effect during the term of this Agreement and any extension thereof, insurance against such risks as are customarily insured against by businesses of like size and type, paying as the same come due all premiums with respect thereto, with a uniform standard extended coverage endorsement limited only as may be provided in the standard form of extended coverage at the time in use in the State of Alabama. All such policies shall be obtained and maintained in generally recognized, responsible insurance companies qualified under the laws of the State of Alabama to assume the risks undertaken. Operator shall obtain and continuously maintain in effect during the term of this Agreement comprehensive public liability insurance with respect to its use and occupation of the Site with limits sufficient to reasonably cover all activities of Operator, but in no event less than One Million (\$1,000,000.00) Dollars per occurrence as to bodily injury, including death, and damage to property, with an aggregate limit of Three Million (\$3,000,000.00) Dollars, such limits can be a combination of primary and excess coverage. All such policies required herein shall name as addition insureds, to the full extent of the coverage, City, its elected officials, directors, officers, agents, and employees. Operator shall provide a certificate of insurance to City, and Operator shall endeavor to give City- thirty (30) days advance, written notification of any cancellation or modification of the policy.

IX. TERMINATION

9.1 Default: In the event of Operator's breach of any of the provisions of this Agreement, City shall give to Operator written notice of default. In the event said default is not remedied within thirty (30) days from the date of notice of default, City shall have the right to terminate this Agreement. City reserves the right to assert whatever remedies are available, in equity or at

law, to collect any sums due hereunder, to enforce any provisions of this Agreement, to collect damages for breach of contract, or to effect or obtain any other available remedy.

An assignment for the benefit of creditors, the appointment of a receiver, any proceedings in bankruptcy, whether voluntary or involuntary, or any act of Operators insolvency shall be deemed to be a breach of this Agreement.

9.2 Attorneys' Fees: Operator agrees to pay reasonable attorneys' fees and all reasonable costs of legal proceedings if it becomes necessary to employ an attorney or legal process to collect any amounts due hereunder or to enforce any provisions of this Agreement upon default by Operator.

9.3 Withdrawal of Grant: If the Foreign-Trade Zone grant to City should be revoked or canceled, this Agreement shall terminate upon notification by City, and Operator shall have no claim against City by reason of such revocation or termination, and Operator shall have no further interest in the subject matter of this Agreement, except to remit to City's contracted Administrator such sums as may be due pursuant to this Agreement before the date of such revocation or cancellation. The City agrees to immediately notify the Operator of the revocation or cancellation and to cooperate in the Operator's efforts to obtain transfer of sponsorship to another eligible foreign trade zone grantee.

X. NOT JOINT VENTURER

10.1 City, its contracted Administrator, and Operator are not, and shall never be considered as, joint venturers, partners, or agents of each other, and none shall have the power to bind or obligate the other except as set forth in this Agreement.

XI. NONDISCRIMINATION

11.1 Nondiscrimination: Operator, for itself, its successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree to use its best efforts to comply with all applicable Federal, State, and Municipal anti-discrimination laws and regulations.

XII. MISCELLANEOUS

12.1 Waiver: No failure of any party hereto to exercise any right or power given it hereunder, or to insist upon strict compliance by any other party hereto of any obligations

hereunder, and no custom or practice at variance with the terms hereof, shall constitute a waiver of any party's right to demand exact compliance with the terms hereof.

12.2 Integration: This Agreement contains the entire agreement of the parties, and no representation, inducement, promise, or agreement, oral or otherwise, not embodied herein shall be of any force or effect, and cannot be altered or amended except in writing and signed by all parties hereto. The terms of this Agreement take precedence over any conflicting provisions contained in the Zone Schedule issued by City.

12.3 Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns. Provided, however, that this paragraph is in no way to be construed as granting to Operator the right to assign this Agreement or any interest herein without the express prior written approval of City.

12.4 Nonassignability: Operator shall not assign this Agreement or any interest hereunder to any other party without the prior written approval of City except for any transfer to a related party (including subsidiaries, affiliates or Parent company) of which the Operator shall notify the City.

12.5 Construction: This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, except where federal law has preempted such application. If any provision of this Agreement, is held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect the validity of any other provision of this Agreement which shall continue in full force and effect.

12.6 Jurisdiction 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 would be Mobile, Alabama.

12.7 Notices: All notices required or permitted by this Agreement, unless otherwise provided, shall be mailed to the City's contracted Administrator by first class mail at the following address:

Mobile Foreign-Trade Zone Corporation
3705 Riviere du Chien Road
Mobile, Alabama 36693

Copy to:

City Clerk, City of Mobile, Alabama
PO Box 1827
Mobile, AL. 36633-1827

All notices required or permitted by this Agreement, unless otherwise provided, shall be mailed to Operator by first class mail at the following address:

Name Tom Petruzelli

Sr Manager Logistics & Material Austal USA

(251) 434-8000 Ext 1496

Email tom.petruzelli@austalusa.com

Copy to: Greg McLaney

Director of Material Program Management Austal USA

Email greg.mclaney@austalusa.com

IN WITNESS WHEREOF, the parties hereto set their hands on the date first written above.

CITY OF MOBILE

Austal USA

BY: Spiro N. Cheriogotis
Mayor

BY: 
Its: Sr. Manager Material and Logistics

Attest:

Lisa Carroll
City Clerk

Exhibit “A”

**Mobile Foreign-Trade Zone
Schedule of Non-Manufacturing Fees**

OPERATOR FEE

Amount:

- Option A: \$35.00 per transaction; or
- Option B: \$833.33 per month, which includes 40 transactions per month. An additional fee shall be charged for each transaction over 40 transactions as follows:

Transactions 41 through 60	\$20.00 each
Transactions 61 through 100	\$15.00 each
Transactions 101 and over	\$10.00 each

- Option C: \$2000.00 per month, which includes an unlimited number of transactions.

Payable: Fixed monthly fee is due and payable in advance on the first day of each month. Transactions fees are due and payable thirty (30) days from the date of invoice. Operator fees commence upon activation by the U.S. Customs Service.

For: Routine Foreign-Trade Zone operations

**Mobile Foreign-Trade Zone
Schedule of Fees for
Manufacturing/Production Operators**

ANNUAL OPERATOR FEES

The fee for the first year of operations shall be \$15,000.00.

The fee for each subsequent year shall be determined by the level of Zone-related activity for the previous year.

Annual fees shall commence upon the date of approval for activation by U.S. Customs and Border Protection.

Annual Value of Merchandise	Annual Fee
Less than \$50,000	\$0
\$50,000 to \$1,999,999	\$5,000.00
\$2 million to \$4,999,999	\$10,000.00
\$5 million to \$9,999,999	\$15,000.00
\$10 million to \$25 million	\$20,000.00
Over \$25 million	\$25,000.00



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 10, 2026

Submitted by:

Donald Rose, Senior Director - Chief Procurement Ofc
Barry Glisson, Interim Chief - Fire

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

To amend Contract with Miovision Technologies US, LLC, for emergency-vehicle traffic-signal preemption services, to extend the contract for an additional six years, with one optional extension year, increase service from 19 to 53 intersections, and 10 to 34 fire apparatus, add a one-time fee of \$130,674.00, and increase annual amount to \$25,760.00

Amount of Contract:

\$285,234.00 over 6 years

Funding Source

General fund.

ATTACHMENTS:

1. 2025 Miovision MFRD Agenda Package

REVIEWERS:

Lana Pafenbach
Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

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

Agenda of: January 27, 2026
Date

Item No. _____

Submitted by: MFRD
Department

Barry Glisson
Department Head

Sponsored by: Spiro N. Cheriogotis
Name

Mayor
Title

Reviewed by: Curtis Graves
Executive Director

Routing Authorized: _____
Mayor's Office Date

A brief synopsis and explanation of the following:

PROJECT NAME: Fire Apparatus Traffic Signal Preemption Technology

PURPOSE & SCOPE OF PROJECT:

To amend Contract with Miovision Technologies US, LLC, to extend the contract for an additional six years, with one optional extension year, increase service from 19 to 53 intersections, and 10 to 34 fire apparatus, add a one-time fee of \$130,674.00, and increase annual amount to \$25,760.00

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$285,234.00 over 6 years

FUNDING SOURCE:

Budget Item: General fund.

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: upon signature

Renewal date of contract (if applicable): _____

If not bid, state reason: Sourcewell cooperative purchasing agreement

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

How many bidders submitted bids (if applicable): _____

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

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the 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 an agreement, by and between the City of Mobile and Miovision Technologies US LLC, for emergency vehicle traffic preemption services, in an amount not to exceed \$ 285,234.00, as appropriated funds are available, to extend the duration of the agreement for six additional years, with the option to further extend the agreement for one additional year without further approval by Council, and to add additional intersections and apparatus, as outlined in the agreement amendment attached hereto and made a part hereof as though set forth in full.

A copy of said contract is on file in the Office of the City Clerk.

Adopted:

City Clerk

FIRST AMENDMENT TO MASTER SALE OF GOODS AND SERVICES AGREEMENT

This first amendment ("Amendment 1") is made as of the date of last signature ("Amendment 1 Effective Date"), to the Master Sale of Goods And Services Agreement effective December 6, 2021 (the "Agreement"), by and between Miovision Technologies US, LLC (formerly Global Traffic Technologies, LLC, now "Miovision US") and City of Mobile, Alabama ("Customer").

Recitals

WHEREAS, Customer has executed the above-referenced Agreement in order to provide for Products and/or Services to be delivered by MIOVISION US;

AND WHEREAS, the parties wish to further modify certain terms and provisions of that Agreement as of the Amendment 1 Effective Date.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Customer and Miovision entered into an Agreement for professional services dated December 6, 2021. This agreement entailed the preemption, upfit, and maintenance of 19 intersections; it also provided legacy controllers for 10 apparatus.
2. Customer and Miovision wish to amend the Agreement to continue the provision of said hardware and software services to expand the total number of intersections to 53 and the total number of controller upgrade apparatus to 34.
3. Miovision is uniquely qualified to provide hardware and software products which provide emergency vehicle preemption equipment for traffic signal controller interfacing. Said hardware and software are manufactured and distributed by Miovision Technologies US, LLC, and it is therefore in a unique position to provide services related to its products.
4. The parties agree to extend the Term for an additional six (6) years ("Initial Renewal Term"), renewable for an additional one (1) year thereafter ("Second Renewal Term" and collectively with the Initial Term are referred to as the "Renewal Term") without further action by the parties.
5. The parties agree to terminate and replace the Proposal in Schedule A of the Agreement with the attached Scope of Services and Fee Schedule A-1 which outlines the Products and/or Services to be provided and the applicable Fees during the Renewal Term. Customer agrees to pay Miovision per the terms of Schedule A, attached hereto. This includes a one-time, upfront fee of one hundred and thirty thousand, six-hundred and seventy-four dollars (\$130,674.00), in addition to an annual subscription of twenty-five thousand, seven hundred and sixty dollars (\$25,760.00), for a six-year total of two hundred and eighty-five thousand, two hundred and thirty-four dollars (\$285,234.00).
6. Schedule B, Section 21 (Termination) shall be removed in its entirety and replaced with the following:

21. **TERMINATION.** Either party may terminate the Services for cause immediately upon written notice if the other party is in material breach of these Terms, any schedules and/or Contract Documents and fails to cure within thirty (30) days of receive of a written demand to cure, or if the other party (a) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or receivership, (b) is insolvent, unable to pay its debts as they become due, makes an assignment for the benefit of creditors or takes advantage of any law for the benefit of debtors, (c) ceases to conduct business for any reason on an ongoing basis,

leaving no successor in interest or by the Customer, (d) for convenience, upon ninety (90) calendar days written notice to Miovision. Upon such termination for convenience, Customer shall pay to Miovision and Miovision shall accept as full payment for its Products and/or Services, a sum of money equal to all fees incurred as of the date of termination plus the remaining subscription of the then current Renewal Term.

7. Miovision is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor.
8. Miovision shall procure and maintain insurance as specified in Exhibit B, City of Mobile Insurance Requirements, attached hereto and made a part of this Agreement.

By signing below, the parties are agreeing to the terms and conditions of the Agreement, as amended by this Amendment 1.

IN WITNESS WHEREOF and intending to be legally bound, the parties have caused this Amendment 1 to the Agreement to be executed by their duly authorized representatives.

CITY OF MOBILE, ALABAMA

MIOVISION TECHNOLOGIES US, LLC

By: _____

By: 

Name: _____

Name: Kurtis McBride

Title: _____

Title: CEO

Date: _____

Date: Dec 29, 2025

Province of Ontario
Region of Waterloo

I, the undersigned Notary Public, in and for said region and province, hereby certify that Kurtis McBride whose name as CEO of Miovision Technologies US, LLC, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

In witness whereof, I hereunto set my hand and official seal on this 29th day of December, 2025.



Notary Public
Christopher Runstedler

My commission expires: N/A



Exhibit A
SCHEDULE A-1
(FOLLOWS ON THE NEXT PAGE)



Miovision Technologies US, LLC.
801 Transfer Road, Unit G02
St. Paul, MN, 55114, US

Bill To	Ship To	Estimate Number	Date	Expires
Mobile (AL) City of Mobile P.O. Box 389 Mobile, Alabama 36601 United States	Mobile (AL) Traffic Engineering 852 Gayle Street Mobile, Alabama 36604 United States	Q-46536	10/7/2025	1/4/2026

Customer	Procurement Method	Term: For Ongoing Services (Years)
Mobile (AL)		6

Mobile Vehicles Assuming customer has Samsara units on all vehicles. Customer will provide their own wiring of units.

Product Name	Term (Years)	Annual Unit Price	Total Unit Price	Qty	Total
Opticom Vehicle Access Fee	6	\$280.00	\$1,680.00	39	\$65,520.00
Configuration, Opticom Software-only Vehicle			\$135.00	39	\$5,265.00
Mobile Vehicles TOTAL:					\$70,785.00

Mobile Intersections Intersection Hardware configuration will be done through CTC

Product Name	Term (Years)	Annual Unit Price	Total Unit Price	Qty	Total
Opticom Intersection Access Fee	6	\$280.00	\$1,680.00	53	\$89,040.00
Miovision Core			\$3,000.00	34	\$102,000.00
Miovision Core Priority IO Cable			\$36.00	34	\$1,224.00
Configuration, Opticom Software-only Intersection			\$127.50	34	\$4,335.00
Installation and Configuration, Opticom Traffic Cabinet Equipment			\$525.00	34	\$17,850.00
Mobile Intersections TOTAL:					\$214,449.00

One Time Total:	USD 130,674.00
Annual Total:	USD 25,760.00
Total:	USD 285,234.00

Please reference estimate number **Q-46536** when submitting all purchase orders

Proposal Notes:

General Notes:

The Customer agrees to order the products outlined above at the prices indicated, and acknowledges that this order is governed by the Master Sale of Goods and Services Agreement between the parties with an Effective Date of December 6, 2021 ("MSA"). If Customer issues a purchase order, any additional, inconsistent or conflicting terms appearing in the purchase order shall be of no force or effect and shall not amend this order.

When included, intersection installation pricing assumes a standard configuration without complications. Not included in this proposal are the following items, which will require additional fees: 1) crushed conduit or any other issues preventing cable from being installed, 2) lane or road closures, 3) police or other resources needed at the installation area, and/or 4) other third-party costs not known at the time of the proposal. Proposal assumes the intersection cabinets are in good working order and contain wiring diagrams.

Vehicle installation assumes standard installation and does not include: 1) special mounting brackets, 2) excess wiring, and/or 3) swapping out previously installed (replacement) vehicle hardware.

Project management expenses can increase in instances where development, if required, is not fully scoped.

Proposal excludes any activities associated with: 1) traffic control plan, 2) water pollution control plan, 3) changeable message signs/flaggers, 4) permits/bonds/ fees, and/or 5) removal/repair/replacement of concrete, asphalt, conduits or wiring.

Quote does not include any applicable travel expense. A budgetary "not exceed" price can be provided upon request if required.

When an Opticom vehicle modem is not on the quote:

- Quote assumes the cellular modem is configured such that the Opticom vehicle kit has the ability to communicate to the cloud-hosted Opticom centralized software.

For Configuration, Intersections (Centralized):

- Quote assumes a VPN connection between the cloud-hosted Opticom centralized software application and the traffic network(s) of the targeted intersections.
- Quote assumes purchaser is responsible for network communication to the intersection controllers. Any troubleshooting of issues due to purchaser-initiated network changes will be billed on a time and materials basis.
- Quote assumes all intersections included in this quote are network-connected by the purchaser, with at least 5Mbps and maximum average latency of 200ms.
- Quote assumes intersection controllers are capable of receiving an NTCIP 1202/1211 preemption request from the Opticom centralized system.
- Quote assumes intersection controllers follow the NTCIP 1202/1211 standard, per the published specification.
- Proprietary implementations of NTCIP 1202/1211 or other protocols for network-based preemption requests are not included in this quote.

EXHIBIT B – EVIDENCE OF INSURANCE

INSURANCE Professional Service Contracts

For the term of this Agreement, the Contractor shall acquire and maintain in full force and effect professional liability insurance issued by a company licensed and qualified to do business in the State of Alabama, in a minimum amount of \$1,000,000, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this contract, as proof thereof, a certificate of said insurance.

A. For the duration of this Agreement, shall maintain the following minimum amount for each Project:

1. Professional Liability Insurance:

Professional Liability Insurance including design with the limits not less than \$1,000,000 per claim.

2. Workers' Compensation/Employer's Liability:

a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee

c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

3. Comprehensive General Liability Insurance:

a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed.

b. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

c. General Aggregate Limit shall apply on a "Per Project" Basis.

4. Automobile Liability Insurance:

- a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

5. Excess/Umbrella Liability Insurance

- b. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
- c. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

B. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule) .

- 1. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile, , *except professional liability insurance and workers' compensation insurance.*
- 2. Additional Insured - All policies of insurance shall be endorsed to name the City of Mobile as an Additional Insured, *except professional liability insurance and workers' compensation insurance.*
- 3. Primary Insurance - All policies of insurance shall be endorsed to provide that all such policies are primary and non-contributing with any other insurance maintained by the City of Mobile *except professional liability insurance and workers' compensation insurance.*
- 4. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile

5. Certificates of Insurance - General - Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages **along with separate policy endorsements as described above.** Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.



MIOVTEC-01

DDHARMESH

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 Aon Risk Services Central, Inc. 5600 West 83rd Street 8200 Tower, Suite 1100 Minneapolis, MN 55437	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Federal Insurance Company	20281
INSURED Miovision Technologies US LLC Transfer Rd. Unit G02 Saint Paul, MN 55114	INSURER B : Chubb Insurance Company of Canada	
	INSURER C : Hartford Insurance Company of Illinois	38288
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			36079180ECE	10/1/2025	10/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			7363-77-57	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			79889390	10/1/2025	10/1/2026	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☒ N	N / A	01WECAX6H6C	5/1/2025	5/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
As respects to Umbrella Liability, Policy Number 79889390, Aon Commercial Risk (U.S.) is generating and distributing this certificate in an administrative capacity. Aon Canada is the broker for the defined policies.

City of Mobile is included as Additional Insured in accordance with the policy provisions of the General Liability policy. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER

CANCELLATION

City of Mobile P.O. Box 389 Mobile, AL 36601	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

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Miovision Technologies US LLC Transfer Rd. Unit G02 Saint Paul, MN 55114
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

E&O-PL-Primary
Policy number: **PSO0140509824**
Policy term: **10/01/2025-10/1/2026**
UW: **Lloyd's Syndicate No. 1988**
Coverages:
Aggregate Limit: **\$5,000,000**
Each Claim: **\$5,000,000**
Deductible: **\$10,000**

Cyber Liability
Policy number: **82639570**
Policy term: **10/01/2025-10/01/2026**
UW: **Chubb Insurance Company of Canada**
Coverages:
Aggregate Limit: **\$5,000,000**
Per Occurrence: **\$5,000,000**
Deductible: **\$100,000**

Policy Conditions

Endorsement

<i>Policy Period</i>	OCTOBER 1, 2025 TO OCTOBER 1, 2026
<i>Effective Date</i>	OCTOBER 1, 2025
<i>Policy Number</i>	3607-91-80 WCE
<i>Insured</i>	MIOVISION TECHNOLOGIES US HOLD CO.
<i>Name of Company</i>	GREAT NORTHERN INSURANCE COMPANY
<i>Date Issued</i>	OCTOBER 28, 2025

This Endorsement applies to the following forms:

PROPERTY DECLARATIONS
 LIABILITY DECLARATIONS

The Named Insured is amended to include the following:

Named Insured

MIOVISION TECHNOLOGIES US HOLD CO.
 MIOVISION TECHNOLOGIES US LLC (FEIN 56-2660311)
 CJ HENSCH & ASSOCIATES, INC. (FEIN 76-0582628)
 TRAFFIC TECHNOLOGY SERVICES INC. (FEIN 46-5691647)
 MIOVISION TECHNOLOGIES INCORPORATED

All other terms and conditions remain unchanged.

Authorized Representative



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

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.

Schedule

Name Of Person(s) Or Organization(s):

As required by written contract or agreement entered into prior to loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Policy Number TB2-691-461760-025
Issued by Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE AMENDMENT – SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person or organization shown in the Schedule of this endorsement that qualifies as an additional insured on this policy, this policy will apply solely on the basis required by such written agreement and Paragraph 4. Other Insurance of Section IV - Conditions will not apply. If the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph 4. Other Insurance of Section IV - Conditions will govern. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

Schedule

Person or Organization:

Any person or organization that qualifies as an additional insured as required under a written agreement executed prior to loss.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT**

Policy Number: 01 WEC AX6H6C

Endorsement Number:

Effective Date: 05/01/25 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: Miovision Technologies US, LLC
801 TRANSFER RD UNIT G02
SAINT PAUL MN 55114

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by _____
Authorized Representative

Named Insured

Miovision Technologies Incorporated

Policy No

82639570

Producer

04863-999

Aon Reed Stenhouse Inc.

Policy Period

October 1, 2025 to

October 1, 2026

Insured By

Chubb Insurance Company of Canada

Commission %	
DigiTech® Enterprise Risk Management	15%

Named Assured and Mailing Address:

Miovision Technologies Incorporated
137 Glasgow Street, Suite 110
Kitchener, Ontario
N2G 4X8

Attached to and forming part of
Policy No.: 82639570

Name and Mailing Address of Producer:

Aon Reed Stenhouse Inc.
255 Queens Avenue
London, Ontario
N6A5R8

Chubb Insurance Company of Canada
199 Bay Street, Suite 2500 P.O. Box 139, Commerce
Court Postal Station
Toronto, Ontario M5L 1E2

Policy Period:

From: October 1, 2025 12:01 A.M.

To: October 1, 2026 12:01 A.M. Standard Time

Payment

The premium reflects amendment(s) effective January 2, 2026.

Premium due as a result of the amendment(s) is: No Change in Premium.

Reference

Added Entity to Form PFC 49380 Notice to Third Party.

If you have any questions, please contact your producer.

Issue date: January 8, 2026



Authorized Representative

Policy Period	From: October 1, 2025	To: October 1, 2026
Effective Date	January 2, 2026	
Policy Number	82639570	
Insured	Miovision Technologies Incorporated	
Name of Company	Chubb Insurance Company of Canada	
Date Issued	January 8, 2026	Endorsement No. 21

This Endorsement applies to the following forms:

PF-48336C Chubb DigiTech® Enterprise Risk Management Policy

NOTICE TO THIRD PARTY

It is agreed that the **Insurer** will provide notice to the party scheduled below if this **Policy** is cancelled or non-renewed by the **Named Insured**; or if coverage is reduced or restrictively modified during the **Policy Period**, within thirty (30) days of such event taking effect:

City of Mobile, Alabama

P.O. Box 389 Mobile, Alabama 36601 United States

Provided, however, that:

- a. the above contact information, that was provided to the **Insurer** by the **Organization**, is current and correct; and
- b. any failure or imperfect compliance by the **Insurer** to notify the above scheduled party shall not:
 1. impair or delay the effectiveness of any such cancellation, non-renewal or modification in coverage;
 2. imply any reliance by the scheduled party upon the **Insurer**; or
 3. grant any rights to the scheduled party under this **Policy**.

All other terms and conditions of the **Policy** remain unchanged.



President

Chubb Group of Insurance Companies
202B Hall's Mill Road
Whitehouse Station, NJ 08889

Named Insured and Mailing Address

MIOVISION TECHNOLOGIES US HOLD CO.
801 TRANSFER RD
UNIT G02
SAINT PAUL, MN 55114

Policy Number 3607-91-80 WCE

Effective Date OCTOBER 1, 2025

*Issued by the stock insurance company
indicated below, herein called the company.*

**GREAT NORTHERN
INSURANCE COMPANY**

Producer No. 0018884

*Incorporated under the laws of
INDIANA*

Producer AON RISK SERVICES CENTRAL INC/GAB
5600 W 83RD ST, STE 1100
MINNEAPOLIS, MN 55437-0000

Policy Period

From: OCTOBER 1, 2025 **To:** OCTOBER 1, 2026
12:01 A.M. standard time at the Named Insured's mailing address shown above.

Premium Payment

The First Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums we pay.

Premium Audit

Certain classifications within our rates and rules indicate that premiums calculated therefrom can be significantly affected by large increases or decreases in your business results. Based upon our underwriting review of information provided by you, we may at our discretion perform a premium audit. You may also request such an audit.

If an audit is conducted and additional premiums are due, they are payable upon notice to the First Named Insured. If as a result of an audit the premium paid is greater than the earned premium, we will return the excess to the First Named Insured. The First Named Insured must keep records of the information we need to perform the audit and send us copies at such times as we may request.

Certificate Or Handling Fees

If Equipment Breakdown coverage is provided on this policy, additional certificate or handling fees may be imposed during the policy term as respects to certification of pressure vessels as mandated by State or local jurisdictional authorities.

Payment Plan - Annual

Premium Summary
(continued)

TOTAL (Excluding Taxes, Surcharges and Fees) **\$ 0**

NOTICE OF CANCELLATION AND PRIMARY NON CONTRIBUTORY
CHANGES.

The policy premium, taxes, surcharges and fees will be billed separately.

Declarations

Named Insured and Mailing Address

MIOVISION TECHNOLOGIES US HOLD CO.
801 TRANSFER RD
UNIT G02
SAINT PAUL, MN 55114

Producer No. 0018884

Producer AON RISK SERVICES CENTRAL INC/GAB
5600 W 83RD ST, STE 1100
MINNEAPOLIS, MN 55437-0000

Chubb Group of Insurance Companies
202B Hall's Mill Road
Whitehouse Station, NJ 08889

Policy Number 3607-91-80 WCE

Effective Date OCTOBER 1, 2025

Issued by the stock insurance company
indicated below, herein called the company.

GREAT NORTHERN
INSURANCE COMPANY

Incorporated under the laws of
INDIANA

Policy Period

From: OCTOBER 1, 2025 To: OCTOBER 1, 2026
12:01 A.M. standard time at the Named Insured's mailing address shown above.

Liability Coverage

GENERAL LIABILITY

GENERAL AGGREGATE LIMIT (PRODUCTS AND COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE)	\$ 2,000,000
EACH OCCURRENCE LIMIT	\$ 1,000,000
ADVERTISING INJURY AND PERSONAL INJURY AGGREGATE LIMIT	\$ 1,000,000
DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$1,000,000
MEDICAL EXPENSES LIMIT	\$ 10,000

Limit Of Insurance

RATING INFORMATION

Liability Coverage
(continued)

STATE: MINNESOTA

COVERAGE NAME:

PREM/OPS

CLASSIFICATION CODE NUMBER:

61226

CLASSIFICATION DESCRIPTION:

BUILDINGS OR PREMISES - OFFICES - NOC - (FOR PROFIT)

(THIS CLASSIFICATION INCLUDES PRODUCTS/COMPLETED OPERATIONS)

PREMIUM BASIS:

AREA:

10,000

Chubb. Insured.™

Endorsement

Policy Period OCTOBER 1, 2025 TO OCTOBER 1, 2026
Effective Date OCTOBER 1, 2025
Policy Number 3607-91-80 WCE
Insured MIOVISION TECHNOLOGIES US HOLD CO.
Name of Company GREAT NORTHERN INSURANCE COMPANY
Date Issued JANUARY 12, 2026

This Endorsement applies to the following forms:

GENERAL LIABILITY

Conditions

Under Conditions, the following provision is added to the condition titled Other Insurance.

**Other Insurance -
Primary, Noncontributory
Insurance - Scheduled
Person Or Organization**

If you are obligated, pursuant to a written contract or agreement, to provide the person or organization described in the Schedule (that is also included in the Who Is An Insured section of this contract) with primary insurance such as is afforded by this policy, then this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

CITY OF MOBILE
P.O. BOX 389
MOBILE, ALABAMA 36601
UNITED STATES

All other terms and conditions remain unchanged.

Authorized Representative



Policy Conditions**Endorsement**

<i>Policy Period</i>	OCTOBER 1, 2025 TO OCTOBER 1, 2026
<i>Effective Date</i>	OCTOBER 1, 2025
<i>Policy Number</i>	3607-91-80 WCE
<i>Insured</i>	MIOVISION TECHNOLOGIES US HOLD CO.
<i>Name of Company</i>	GREAT NORTHERN INSURANCE COMPANY
<i>Date Issued</i>	JANUARY 12, 2026

This Endorsement applies to the following forms:

COMMON POLICY CONDITIONS

Conditions

Under Conditions, the following condition is added.

**Notice Of Cancellation
To Scheduled Persons
Or Organizations When
We Cancel**

When we cancel this policy for any reason, other than non-payment of premium, we will notify person(s) or organization(s) shown in the Schedule at least 30 days in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not:

- impose any liability or obligation of any kind upon us; or
- invalidate such cancellation.

Schedule

Person(s) or Organization(s): SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY

Address: CHERYL LIU PROJECT MANAGER III 1 SOUTH VAN NESS, 7TH FLOOR SAN FRANCISCO, CA 94103

Person(s) or Organization(s): TEXAS DEPT OF TRANSPORTATION

Address: 125 EAST 11TH ST, 5TH FLOOR
AUSTIN, TX 78701-2483

Conditions
(continued)

Person(s) or Organization(s): LBJ INFRASTRUCTURE GROUP, LLC

Address: 4100 MCEWEN RD, STE 100
DALLAS, TX 75244

Person(s) or Organization(s): TRINITY INFRASTRUCTURE LLC

Address: 5520 LBJ FREEWAY, STE 200
DALLAS, TX 75240

Person(s) or Organization(s): OMEGA ENGINEERS INC.

Address: 16350 PARK TEN PLACE #120
HOUSTON, TX 77084

Person(s) or Organization(s): HOUSTON RAPID TRANSIT (HRT) JV

Address: 1900 MAIN STREET, 13TH FLOOR
HOUSTON, TX 77002

Person(s) or Organization(s): METROPOLITAN TRANSIT AUTHORITY OF HARRIS COUNTY

Address: PO BOX 61429
HOUSTON, TX 77002

Person(s) or Organization(s): KIMLEY-HORN AND ASSOCIATES, INC

Address: 12700 PARK CENTRAL DR, STE 1800
DALLAS, TX 75251

Person(s) or Organization(s): CDM SMITH, INC.

Address: 12357 A RIATA TRACE PKWY
AUSTIN, TX 78725

Person(s) or Organization(s): TEDSI INFRASTRUCTURE GROUP & METRO. TRANSIT

Address: 10260 WESTHEIMER STE 460
HOUSTON, TX 77042

Person(s) or Organization(s): CITY OF RICHARDSON, CITY HALL DEVELOPMENT
SERVICES

Address: 411 W. ARAPAHO ROAD
RICHARDSON, TX 75080

Person(s) or Organization(s): PARSONS BRINCKERHOFF

Address: 444 WEST 47TH ST, STE 900
KANSAS CITY, MO 64112

Endorsement

Effective Date OCTOBER 1, 2025

Policy Number 3607-91-80 WCE

Person(s) or Organization(s): JACOBS ENGINEERING GROUP, INC.

Address: 777 MAIN ST
FORT WORTH, TX 76102

Person(s) or Organization(s): LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION LTD

Address: 1707 MARKET PLACE BLVD, STE 250
IRVING, TX 75063

Person(s) or Organization(s): WALTER P MOORE AND ASSOCIATES

Address: 1301, SUITE 1100
HOUSTON, TX 77010

Person(s) or Organization(s): LOCKWOOD, ANDREWS & NEWMAN INC.

Address: 8350 N CENTRAL EXPY #1400
DALLAS, TX 75206

Person(s) or Organization(s): COBB, FENDLEY & ASSOCIATES, INC.

Address: 13430 NORTHWEST FREEWAY
HOUSTON, TX 77040

Person(s) or Organization(s): MIDTOWN ENGINEERS, LLC.

Address: 5225 KATY FREEWAY SUITE 400
HOUSTON, TX 77042

Person(s) or Organization(s): EDMINSTER HINSHAW RUSS & ASSOCIATES

Address: 10555 WESTOFFICE DRIVE
HOUSTON, TX 77042

Person(s) or Organization(s): BLUERIDGE TRANSSPORATION GROUP
C/O, ACS INFRASTRUCTURE DEVELOPMENT INC

Address: ONE ALHAMBRA PLAZA SUITE 1200
CORAL GABLES, FL 33134

Person(s) or Organization(s): CITY OF DENTON; MATERIALS MGMT DEPT

Address: 901B TEXAS ST
DENTON, TX 76209

Conditions
(continued)

Person(s) or Organization(s): COBB, FENDLEY & ASSOCIATES, INC.

Address: 13430 NORTHWEST FREEWAY
HOUSTON, TX 77040

Person(s) or Organization(s): AECOM TECHNICAL SERVICES, INC.

Address: 13640 BRIARWICK DRIVE, SUITE 200
AUSTIN TX 78729 USA

Person(s) or Organization(s): AECOM TECHNICAL SERVICES, INC.

Address: 221 N. KANSAS STREET, SUITE 700
EL PASO TX 79901 USA

Person(s) or Organization(s): NORTH CAROLINA SHERIFFS' ASSOCIATION

Address: PO BOX 20049
RALEIGH, NORTH CAROLINA 27619

Person(s) or Organization(s): CITY OF ALEXANDRIA, VA
PURCHASING DIVISION

Address: 100 N PITT STREET, SUITE# 301
ALEXANDRIA, VA 22314

Person(s) or Organization(s): SANTA ROSA COUNTY

Address: 6495 CAROLINE STREET, SUITE M
MILTON, FL 32570 USA

Person(s) or Organization(s): CITY OF DETROIT

Address: 2 WOODWARD AVE
DETROIT, MI 48226

Person(s) or Organization(s): AECOM TECHNICAL SERVICES, INC.

Address: 9400 AMBERGLEN BOULEVARD
AUSTIN, TX 78729

Person(s) or Organization(s): CITY OF MOBILE

Address: P.O. BOX 389
MOBILE, ALABAMA 36601
UNITED STATES

Policy Conditions

Endorsement

Effective Date OCTOBER 1, 2025

Policy Number 3607-91-80 WCE

All other terms and conditions remain unchanged.

Authorized Representative



ORIGINAL

REFERENCED AND AMENDED

AGREEMENT

(Included for reference; not an Exhibit)

RESOLUTION

Sponsored by:

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Global Traffic Technologies, LLC, in an amount of approximately \$51,000.00 per year, for three years, renewable for an additional three years without further Council action, for emergency vehicle traffic signal preemption equipment and services, as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the Office of the City Clerk.

Adopted: **AUG 09 2022**

A handwritten signature in blue ink, appearing to read "Lisa C. Lambert", is written over a horizontal line.

City Clerk

MASTER SALE OF GOODS AND SERVICES AGREEMENT

This Master Sale of Goods and Services Agreement ("MSA" or "Agreement") is made as of this 6th day of December, 2021, (the "Effective Date") by and between Global Traffic Technologies, LLC ("GTT"), with its offices at 7800 Third Street North, Building 100, Saint Paul, Minnesota, 55128 and the City of Mobile, Alabama ("Customer"), having its offices at 205 Government Street, Mobile, AL, 36644 Together, GTT and Customer may be referred to as "Parties" and individually as a "Party" to this MSA.

WHEREAS, GTT is the provider of certain hardware and software products manufactured and distributed by GTT and is therefore in a unique position to provide services related to its products; and

WHEREAS, Customer desires that GTT perform services as defined herein for the Customer in relation to certain products; and GTT desires to perform such services for the Customer, subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. DEFINITIONS.

- A. "Customer" – as used herein, means any purchaser or user of any of GTT's products and/or services, including but not limited to, contractors, dealers, end users and original equipment manufacturers.
- B. "Products" – as used herein, means any hardware and/or software, excluding any software offered as a service, as specified in any schedule, purchase order or otherwise, regardless of whether such Products are purchased, leased, or subscribed to.
- C. "Software" – as used herein, means the executable code made available to Customer as a perpetual license, including documentation and to the extent software maintenance is kept current, software updates.
- D. "Services" – as used herein is defined as the services provided by GTT or its subcontractors as outlined in the Agreement, which may include but are not limited to:
 - 1. "Up-Front Services" – as used herein, means the Services provided initially that are necessary to achieve First Productive Use (defined herein):
 - i. Site survey (intersections and/or vehicles) – GTT will survey Customer's intersections and vehicles to determine current infrastructure and needs, including wiring, hardware mounting locations and other key information necessary to ensure a successful deployment. For avoidance of doubt, Customer agrees to make vehicles and intersections available to GTT to enable the site survey.
 - ii. Project management – GTT will assign a project manager to work with Customer to create a project plan and then manage the resources deployed to execute the plan.
 - iii. Installation (intersections) – GTT will install, configure and test phase selectors, modems, radios, antennas and/or cables, including testing to ensure proper operation and in preparation for Final Testing (defined herein).

- iv. Installation (vehicles) – GTT will install, configure and test vehicle kits, computers, modems, radios, antennas, cables and/or software, including testing to ensure proper operation and in preparation for Final Testing.
 - v. Training (2 days, 1 trainer; includes travel) – GTT will provide two days of training at the Customer's location. Customer may have an unlimited number of participants so long as they are employees or representatives of Customer. Customer must provide the training room and any needed audio/visual equipment.
 - vi. Engineering services – GTT will provide custom work if/when applicable and included in the Agreement.
2. "Ongoing Services" – as used herein, means the Services provided subsequent to Up-Front Services:
- i. Hosting – GTT will install its software on a remote, secure, 3rd party server, to be accessed by Customer and/or GTT as a service. All maintenance of the server is included. Fees for this service are billed annually, quarterly or monthly, depending upon the payment terms outlined in the Agreement.
 - ii. Data collection and reporting – GTT will collect data, generate reports and publish as defined as appropriate by GTT, or as agreed to in writing by the Parties.
 - iii. Monitoring and optimizing – GTT will monitor Customers' systems to ensure operational status. GTT will also look for opportunities to optimize the system, which will be communicated to Customer as applicable. To the extent outages are discovered, GTT will (or alert Customers as to the need to) deploy resources to provide repair/replacement services locally. For avoidance of doubt, monitoring includes reviewing data related to vehicles and intersections, but does not include outages that aren't managed by GTT (e.g., customer-provided cellular connectivity).
 - iv. Repairs/replacements (intersections) – When outages occur, GTT will attempt to repair remotely if possible and will deploy local resources to provide services when needed. Local resources will be GTT, GTT's dealers, or other 3rd party resources approved and subcontracted by GTT.
 - v. Repairs/replacements (vehicles) – When outages occur, GTT will attempt to repair remotely if possible and will deploy local resources to provide services when needed. Local resources will be GTT, GTT's dealers, or other 3rd party resources approved and subcontracted by GTT.
 - vi. Cellular data – Machine to machine cellular connectivity. Provided by vendor of GTT's choice, but contracted by GTT for the benefit of Customer.
 - vii. "Software Maintenance" – Provides Customer with access to the customer care center, defect fixes and Software Updates.
 - viii. "Software as a Service" or "SaaS" – Hosted software made available as a Service to Customer by GTT, where no perpetual license is granted.

THE INFORMATION ABOVE CONCERNING SERVICES IS INTENDED TO DEFINE ALL AVAILABLE SERVICES OFFERED BY GTT, WHICH MAY OR MAY NOT BE INCLUDED IN THIS AGREEMENT. THE FACT THAT SUCH DEFINITIONS ARE INCLUDED IN THE AGREEMENT IN NO WAY IMPLIES OR IMPLICATES GTT TO PROVIDE SUCH SERVICES, UNLESS THE SERVICES ARE SPECIFICALLY LISTED IN SCHEDULE A.

- E. "Services Completion" – is defined as the point at which individual Services have been delivered, as determined and documented by GTT. Services Completion represents acceptance of the individual Services delivered when Services Completion occurs.
 - F. "Final Testing" is the point at which the following can be confirmed and documented by GTT, or in the case of delays caused by the Customer, 30 days from the date Services Completion occurred, whichever is sooner:
 - 1. As applicable, the Products installed in all vehicles available for testing can send a request for priority control to the Products installed in all intersections available for testing; and all Products installed in all intersections available for testing can receive a request for priority control; and documentation of the events can be provided to Customer.
 - 2. As applicable, GTT's management software can connect with all intersections and vehicles available for testing and documentation of the event can be provided to Customer.
 - G. "First Productive Use" is the point at which the following can be confirmed and documented by GTT, or in the case of delays caused by the Customer or other third-parties not within the control of GTT, 30 days from the date Service Completion occurred, whichever is sooner:
 - 1. Services Completion has occurred.
 - 2. Successful Final Testing has occurred.
 - H. "Order" – as used herein, means any written document, signed by the Customer, to purchase Products and/or Services from GTT.
- 2. TERMS AND CONDITIONS. The Terms and Conditions in Schedule B are hereby incorporated into this MSA and made part thereof. The Terms apply to all purchases made by Customer, regardless of whether Customer is purchasing, leasing or subscribing to Services. In the event any term or condition in the Terms conflicts with any other term or condition of this MSA, the term or condition of this MSA shall control.
 - 3. SALE OF GOODS AND SERVICES. To the extent Customer purchases Products and/or Services from GTT, the details regarding such purchase are specifically set forth in the attached Schedule A, which attachment is hereby incorporated into this MSA and made a part hereof ("Schedule A"). Specific terms, such as pricing, quantity and the level of service(s) being provided, shall be as set forth in Schedule A. To the extent any subsequent purchases or service offerings are requested by Customer, these additions will be added to the MSA by way of a subsequent Schedule A, which will follow sequential order; for example, Schedule A-1, Schedule A-2 and so forth. GTT agrees to use commercially reasonable efforts to perform the Services during the timeframe outlined within the Schedule A, but reserves the right to extend that timeframe if necessary to complete the work.
 - 4. TERM. The term of this MSA will begin on the Effective Date and will continue as set forth in Schedule A or until the expiration of any subsequent schedules, whichever is longer.
 - 5. INTELLECTUAL PROPERTY.
 - A. Definition of Intellectual Property. "Intellectual Property" shall mean all intellectual property and industrial property rights and assets, however arising, pursuant to the laws of any jurisdiction throughout the world, whether registered or unregistered, including without limitation any and all: (a) trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, sponsorship, association or origin, together with the goodwill connected with the use of and symbolized by and all registrations, applications and renewals for, any of the foregoing; (b) works of authorship, expressions,

designs and design registrations, whether or not copyrightable, including copyrights, author, performer, moral and neighboring rights and all registrations, applications for registration and renewals of such copyrights; (c) inventions, discoveries, trade secrets, business and technical information and know-how, databases, data collections and other confidential information and all rights therein; (d) patents (including all reissues, divisionals, provisionals, continuations and continuations-in-part, re-examinations, renewals, substitutions and extensions thereof), patent applications and other patent rights and any other governmental authority-issued indicia of invention ownership (including inventor's certificates, petty patents and patent utility models); and (e) software and firmware, including data files, source code, object code, scripts, mark-up language, application programming interfaces, architecture, files, records, schematics, computerized databases and other related specifications and documentation.

- B. Deliverables. The term "Deliverables" shall include only materials and services delivered to Customer by GTT that are expressly identified in Schedule A or any subsequent schedules, if any ("Deliverables"). Unless otherwise stated in Schedule A or any subsequent schedules, GTT owns and to the extent not owned, is hereby assigned by Customer, all right, title and interest in all Deliverables including without limitation all Intellectual Property in and to such Deliverables. Subject to the terms of this MSA, GTT grants a limited, non-exclusive, royalty-free license to Customer to the Deliverables and GTT Intellectual Property related to the Deliverables solely to extent and term necessary for Customer to use the Deliverables as contemplated under Schedule A or the applicable subsequent schedules.
- C. Trademarks. As may be required in this MSA, including Schedule A and subsequent schedules, GTT may use the trademarks and trade names of Customer in connection with its provision of Services and/or other business uses and Customer hereby licenses such trademarks and trade names to Customer for such purposes.

6. INDEMNIFICATION.

- A. Indemnification by GTT. GTT shall indemnify, defend and hold harmless Customer and its officers, directors, employees, agents, representatives, subsidiaries, parents, affiliates, vendors, resellers, independent contractors, successors and permitted assigns (collectively, "Customer Indemnified Parties") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this MSA and the cost of pursuing any insurance providers, incurred by Customer Indemnified Parties or awarded against Customer Indemnified Parties relating to, arising out of, or resulting from any claim of a third party arising out of or occurring in connection with GTT's gross negligence, willful misconduct, violation of any applicable law or regulation, or breach of this MSA.

7. INTELLECTUAL PROPERTY INDEMNIFICATION.

- A. By GTT. GTT agrees to indemnify, hold harmless and defend Customer and its directors, officers, employees and agents from and against all losses, liabilities, damages, claims and expenses, including reasonable attorneys' fees and court costs, arising out of or relating to any claim by any third party unaffiliated with the Customer alleging that: (i) Customer's use of the Products or Services in accordance with this MSA infringes or violates the patent, copyright, trade secret, proprietary, or other Intellectual Property right of any such third party. Should Customer's use of the Products or Services in accordance with the terms and conditions of this MSA become, or in GTT's opinion be likely to become, the subject of such a claim described in the immediately foregoing clause, then, Customer will permit GTT, at GTT's option and expense, either to: (1) procure for Customer the right to continue its use in accordance with the terms and conditions of this MSA of the Products and Services, (2) replace or modify the Products and Services so that Customer's use of the Products and Services in accordance with the terms and conditions of this MSA no longer infringes or violates the Intellectual Property rights of any third party, provided such replaced or modified Products and Services provides at least

substantially equivalent functionality and comparable performance characteristics in all material respects; or (3) terminate this MSA (and all licenses granted hereunder), or any addenda or portion thereof (including without limitation the license of specific software or lease of certain products) and Customer shall return the non-conforming Products and Services and GTT shall refund the purchase price of such materially impacted Products and Services. The cost of all return shipping to GTT is the sole responsibility of Customer. Notwithstanding any provision herein to the contrary, GTT shall have no obligation or liability to Customer to the extent any such third party claim of infringement or other violation of any Intellectual Property right of any such third party is caused by the unauthorized use of the Products or Services by Customer, Customer's failure to operate the Products or Services solely as a part of a system comprised entirely of GTT or GTT authorized hardware and software, use of the Products or Services with software or hardware other than as intended.

- B. Indemnification Procedure. The Party seeking indemnification (the "Indemnified Party") shall notify the party from which the Indemnified Party is seeking indemnification (the "Indemnifying Party") promptly after the Indemnified Party receives notice of a claim for which indemnification is sought under this MSA, provided, however, that no failure to so notify the Indemnifying Party shall relieve the Indemnifying Party of its obligations under this MSA except to the extent that it can demonstrate damages directly attributable to such failure. The Indemnifying Party shall have authority to defend or settle the claim; provided however that the Indemnified Party, at its sole discretion and expense, shall have the right to participate in the defense and/or settlement of the claim and provided further, that the Indemnifying Party shall not settle any such claim imposing any liability or other obligation on the Indemnified Party without the Indemnified Party's prior written consent.

8. GENERAL PROVISIONS.

- A. Entire Agreement. This MSA, including any documents attached hereto and incorporated by reference, supersedes any and all other prior agreements, understandings, negotiations, or communications, either oral or in writing, between the Parties or their representatives and constitutes the entire understanding of the Parties with respect to its subject matter. No form, invoice, bill of lading, shipping document, order, purchase order, receipt or other document provided by either Party shall operate to supersede, modify or amend any provisions of this MSA, even if either Party has initialed, signed or otherwise acknowledged such document regardless of the timing of the execution or presentment in relation to the execution of this MSA, unless the document expressly states that it modifies or amends this MSA and is signed by authorized representatives of both Parties. This MSA may not be modified, altered, or waived, in whole or in part, except in a writing signed by the duly authorized representatives of the Parties hereto. In the event of any conflict between the terms of the addenda, schedule, exhibits, terms and conditions or schedules, if any, to this MSA, the terms of the conflicting provision in the addenda, schedule, exhibits, terms and conditions shall supersede the conflicting terms in this MSA. Wherever possible, the terms of the addenda, schedule, exhibits, terms and conditions or schedules, if any, to this MSA shall be read to be in addition to and not in conflict with, this MSA.
- B. Notices. Written notices as required under this MSA shall be deemed to have been given or made on the next business day when sent by the use of overnight courier, or on the fifth business day after deposit, postage prepaid in the U.S. mail for certified or registered mail to the addresses of the Parties set forth at the beginning of this MSA, Attention: LEGAL. The address for notice may be changed at any time by giving prior written notice as above provided.
- C. Effect of Waiver. The failure of either Party to insist on strict compliance with any of the terms, covenants or conditions of this MSA by the other Party will not be deemed a waiver of that term, covenant or condition; nor will any waiver or relinquishment of that right or power be for all or any other times.
- D. Non-Solicitation. Each Party agrees during the term of this MSA and for a period of twelve (12) months thereafter, it will not directly solicit for hire the employees of the other, without the written consent of the other

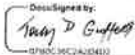
Party. Employees hired in response to general employment solicitations advertised in the usual and customary manner by either Party shall be excluded from this provision.

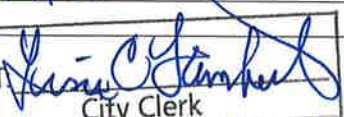
- E. Assignment. This Agreement shall be binding on the Parties and their successors and permitted assigns. However, neither Party shall have the right to grant sublicenses hereunder or to otherwise assign, alienate, transfer, encumber, or hypothecate any of its rights or obligations hereunder, in whole or in part, or delegate any of its obligations hereunder to any person without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may assign its rights or obligations in whole or in part under this Agreement to a wholly-owned subsidiary of its parent or to an entity under common control, or pursuant to a merger, consolidation, reorganization or a sale of substantially all of its assets; provided that the assigning Party shall provide written notice to the other Party, which consent shall not be unreasonably withheld of any such assignment shall not relieve either Party of its obligations under this Agreement and that the terms of this Agreement shall be performed and provided in the same fashion and in the same manner as set forth herein.
- F. Civil Rights. GTT hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement. GTT 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.
- G. Immigration. GTT agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. By signing this contract, the contracting parties affirm, for the duration of the understandings that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien with 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 there from.
- H. Boycotts. By signing this contract, GTT 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.

SIGNATURE BLOCK FOLLOWS.

S

IN WITNESS WHEREOF, GTT and Customer agree to the terms and conditions of this MSA and have duly executed this MSA as set forth below:

Global Traffic Technologies, LLC	City of Mobile, Alabama
Signature: 	Signature: 
Printed Name: Terry Griffith	Printed Name: William S. Stimpson
Title: President	Title: Mayor
Date: 7/8/2022	Date: 8/17/22

ATTEST 
City Clerk

**SCHEDULE A
STATEMENT OF WORK**

Effective Date: Effective Date of MSA

1. For subscription or capital lease sales, the billing cycle will begin upon First Productive Use (defined herein), however the amount invoiced will be prorated on a monthly basis ("Interim Rent") to the point of the Commencement Date (defined herein), based on the number of vehicles and intersections deployed upon First Productive Use. For the purpose of determining termination of this Schedule A, the term of this Schedule A will not begin until the first day of the month following Services Completion (defined herein) for all Up-Front Services (defined herein) for all vehicles and intersections ("Commencement Date"), unless otherwise agreed to by the Parties in writing. For avoidance of doubt, Interim Rent will be invoiced monthly. For avoidance of doubt, all vehicles and intersections added after the original Commencement Date will carry their own Commencement Date, thus extending the term.
2. When included, intersection installation pricing assumes a standard configuration without complications. Not included in this proposal are the following items, which will require additional cost: a) crushed conduit or any other issues preventing cable from being installed, b) lane or road closures, c) police or other resources needed at the installation area and/or d) other third-party costs not known at the time of the proposal.
3. Proposal assumes the intersection cabinets are in good working order and contain wiring diagrams. Vehicle installation assumes standard installation and does not include: a) special mounting brackets, b) excess wiring and/or c) swapping out previously installed (replacement) vehicle hardware.
4. Proposal excludes any activities associated with: a) traffic control plan, b) water pollution control plan, c) changeable message signs/flaggers, d) permits/bonds/fees and/or e) removal/repair/replacement of concrete, asphalt, conduits or wiring.
5. Customer agrees to accept all applicable hardware and software upon shipment, where shipment is defined as the point at which hardware and/or software has been picked up from a GTT facility by the shipper ("Shipment") for delivery to Customer or its designated 3rd party, however acceptance in no way relieves GTT from its obligations as described in this Agreement or its product warranties.
6. Customer Care center phone support: GTT operates a Customer Care call center that is dedicated to supporting all GTT customers, whether in or out of warranty. To access GTT's Customer Care, customers can dial 800-258-4610 within the United States, or for callers outside of the United States, 651-789-7333. GTT's Customer Care call center will use commercially reasonable efforts to provide technical or sales support, process warranty claims and/or route calls to other GTT departments. For technical issues, a ticketing system is in place to track cases through to resolution, escalating within the organization if/where necessary to ensure calls are resolved as quickly as possible. Customer Care is not available to customers of GTT's software Products if such customer is not current on its Software Maintenance.

	Resolution Category	Definition	Response Time Goal	Resolution Goal
	Immediate	Reported issue requires immediate attention.	Within 1 business hour	Same business day
	Moderate	Reported issue requires attention within 1-2 business days	Within same business day	2 business days
	Minor	Reported issue requires attention when convenient.	Within 1 business day	As feasible



Global Traffic Technologies
7800 Third Street North
Bldg 100
St. Paul MN 55128-5441
US

Proposal

Direct Customer

Bill To	Customer	Estimate Number	Date	Expires
Mobile Fire Department (AL)	Mobile Fire Department (AL)	10872	4/13/2022	7/12/2022

Ship To	Procurement Method	Term For Ongoing Services
701 St. Francis St. Mobile AL 36602 Attn: Jason Browne	PCaaS	3

Solution Type	Intersections	Vehicles
Emergency	19	10

Category	Description
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Intersection Components

Opticom™ /60 card rack
Opticom™ /64 multimode phase selector, four channel
Modem, f6L RUT240 Intersection k:

Vehicle Components

Opticom Central Platform - Vehicle Access Fee (per vehicle, per year)

Back-office Components

Opticom Central Platform - Base, Cloud (per year)

Services

Site survey (intersections)
Project management
Installation, intersections (traffic cabinet only)
Setup, testing, and verification
Data collection and reporting (per vehicle and intersection, per year)
Monitoring and system maintenance (per year)
On site repairs/replacements (intersections, per year)
AT&T 100MB data plan (per intersection modem, per year)

Miscellaneous

Intersection panel for preemption (up to 13 intersections)
Extended warranty on Opticom™ intersection components (years 6-10)
Extended warranty on intersection cellular modems (years 6-10)

Annual Subscription Total (US\$)	\$49,908.00
Price per vehicle per year	\$1,320.00
Price per intersection per year	\$1,332.00

The term of this agreement is 3 years. At the end of the initial term, the agreement will auto renew for an additional 3 years unless there is a written notice by either party to terminate services within 90 days of contract end date. Additional language will be included in the MSA.

To the extent necessary, reasonable travel expenses will be submitted by CTT and reimbursed by customer, not to exceed \$900.00 for this project. Travel outside the US and Canada will have a limit of 3 times higher than what is shown above.

Please reference estimate number 10872 when submitting all purchase orders.

1 of 2

Proposal Notes:

Quote assumes G/TT contracted personnel will have access to intersection cabinets as needed.

Quote assumes intersection equipment can be installed without the need for additional hardware, such as brackets, separate cabinets, etc.

Quote assumes no additional intersection certification or design documents are required.

Quote assumes G/TT supplied network connectivity at the intersection.

Quote assumes the use of AT&T for cellular data. If Verizon is preferred or has better coverage in the area, it can be included as part of a revised quote/change order.

Quote does not include formal site acceptance testing, unless otherwise noted.

Unless otherwise noted, G/TT's PCaaS solution includes one standard monthly report of system health. If custom reports are needed, they can be quoted optionally.

Quote assumes intersection controllers are EVV capable and/or TSP capable as appropriate and have the proper licensing, which is to be enabled prior to G/TT equipment installation.

Quote assumes any required controller configuration is the responsibility of purchaser and configuration/programming is complete prior to final commissioning.

Quote assumes all management software will be hosted by G/TT.

Quote assumes that customer provided modem is an approved G/TT modem model and firmware version.

Quote assumes the customer will configure the modem for communication to the Opticom system.

Quote assumes customer supplied MIP70 modems which has up to 100MB/Month for preemption and at least 10Mbps network connection.

Any applicable MSGAL fees will be paid directly by G/TT.

Quote includes MSGAL pricing per the contract number PE05 21.

General Notes:

To the extent this proposal is a "Budgetary Proposal," it is to be used for informational purposes only and is not intended to be a binding contract between the Parties. The prices provided in the Budgetary Proposal are estimates only and are based on information and pricing known as of the date of the Budgetary Proposal.

For services, a signed Master Service Agreement ("MSA") must accompany the order. The terms and conditions that govern the MSA are available at <http://www.gtt.com/sites/terms/>.

When included, intersection installation pricing assumes a standard configuration without complications. Not included in this proposal are the following items, which will require additional fees: 1) crushed conduit or any other issues preventing cables from being installed; 2) lane or road closures; 3) police or other resources needed at the installation area; and/or 4) other third party costs not known at the time of the proposal. Proposal assumes the intersection cabinets are in good working order and contain wiring diagrams.

Vehicle installation assumes standard installation and does not include: 1) special mounting brackets; 2) excess wiring; and/or 3) swapping out previously installed (replacement) vehicle hardware.

Project management expenses can increase in instances where development, if required, is not fully scoped.

Proposal excludes any activities associated with: 1) traffic control plan; 2) water pollution control plan; 3) changeable message signs/flaggers; 4) permits/bonds/fees; and/or 5) removal/repair/replacement of concrete, asphalt, conduits or wiring.

Quote does not include any applicable travel expense. A budgetary "not exceed" price can be provided upon request if required.

SCHEDULE B
OTHER TERMS AND CONDITIONS OF PRODUCTS AND SERVICES ("TERMS")

1. **ACCEPTANCE OF TERMS.** These Terms are applicable to the provision of any and all Products and Services, provided by Global Traffic Technologies, LLC, Global Traffic Technologies Canada, Inc. ("GTT") or its subcontracts to the Customer (hereinafter referred to a "Party" and collectively as the "Parties"). These Terms are applicable to any Master Service Agreement ("MSA"), Schedule, quote, proposal and/or any documents incorporated by reference herein ("Contract Documents"). These Terms and any Contract Documents are the complete and exclusive statement of agreement between Customer purchasing Products and/or Services and GTT, unless otherwise agreed to by the parties in a signed agreement. GTT expressly objects to and rejects any other terms and conditions, including any additional or conflicting terms and conditions the Customer includes at any stage during the Order process, including but not limited to, quotes, purchase orders, invoices and/or any other documents submitted by Customer regarding an Order, unless otherwise set forth in the Contract Documents. Customer's acceptance of Products and/or Services will constitute its acceptance of these Terms. GTT reserves the right to update these Terms and any document referenced herein at any time.
2. **ORDERS.** A Party may request to amend an Order by requesting the change in writing and if such request results in an Order being changed, such change will be documented by GTT issuing a written document, which must be accepted and signed by the Customer and may result in additional fees. All Orders are final and may not be cancelled, returned, or exchanged, except as provided herein.
3. **PRICE, BILLING AND PAYMENT.** GTT reserves the right to change the pricing for any Product and/or Service at any time by providing written notice to Customer at least sixty (60) days prior to the change, unless otherwise stated in the Contract Documents.
 - A. If applicable, the fees for Software Maintenance will be calculated annually at fifteen-percent (15%) of the then current list price of the Software license(s).
 - B. Unless otherwise indicated by GTT, prices are exclusive of and Customer agrees to pay all foreign, federal, state, local excise, sales, use, personal property or any other taxes or duties, except taxes based on GTT's income. If GTT does not collect such amounts from Customer and is later requested or required to pay the same to any taxing authority, Customer will promptly pay GTT or such taxing authority if requested by GTT. Customer must provide any certificates or other evidence of applicable exemptions to any taxes or duties to GTT prior to invoicing or GTT will charge such taxes or duties to Customer.
 - C. GTT does not represent its prices are equal to or lower than prices charged to other customers, or its prices are comparable to prices offered by any third party. For Customers in the United States and Canada, payment is due within (thirty) 30 days of the date of GTT's invoice, unless otherwise agreed to in writing by GTT; provided however, GTT may require payment in advance if in GTT's reasonable opinion, Customer's financial condition calls for pre-payment. Payment is required in advance for all other Customers. GTT may assess a monthly service charge of one and one-half percent (1.5%) on overdue accounts. Customer will pay any collection costs incurred by GTT to collect payment from Customer, including reasonable attorneys' fees.
 - D. If Customer fails to make timely payments, has a receiving order in bankruptcy made against it, makes any arrangement with its creditors, or has a receiver appointed, GTT may, without prejudice to its other rights, demand immediate payment of all unpaid accounts, suspend further deliveries and/or cancel all Orders without liability. Payments are not subject to setoff or recoupment for any claim Customer may have.
4. **DELIVERY.** GTT will make commercially reasonable efforts to ship Products within sixty (60) days of receipt of an Order, however, delivery dates are approximate and GTT is not be liable for any damages or costs resulting from

delays in delivery. If GTT deems necessary, Orders may be partially shipped and partially backordered, unless otherwise agreed upon in writing by the Parties.

- A. Sales within U.S./Canada. GTT will arrange for transportation of all Products and GTT will bear any expenses, including routing, handling, packaging and additional freight charges, unless Customer furnishes special transportation instructions that result in expenses beyond what GTT would normally provide.
 - B. Sales outside of U.S./Canada. Customer will arrange and provide for transportation of all Products from GTT's facility(ies) at Customer's cost. Customer is the importer of record and will furnish all consular and customs declarations and is responsible for any expenses, including but not limited to, additional export packing fees, export duties, licenses, fees and any applicable taxes. Customer may not re-export the Product or items which incorporate the Product if such re-export would violate applicable export laws.
 - C. Inspection of Products. Customer is responsible for inspecting and filing any claims for Product loss or damage directly with GTT's Customer Care Center or the carrier within ten (10) days of delivery, unless otherwise specified by the carrier. All claims must be based on a complete inspection of the shipment and include any documents applicable to the claim. If Customer timely notifies GTT of any Product loss or damage, GTT may, in its sole discretion (i) replace the Product or (ii) issue a credit or refund for the price of the Product. Customer acknowledges and agrees that the remedies set forth in these Terms are Customer's sole and exclusive remedies for the loss or damage of Products.
5. SOFTWARE.
- A. Federal Government End User. This Section applies to all acquisitions of this Software by or for the federal government, or by any prime contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement or other activity with the federal government. The government hereby agrees that the Software qualifies as "commercial" computer software within the meaning of the acquisition regulations applicable to this procurement. The terms and conditions of this Agreement shall apply to the government's use and disclosure of this Software and shall supersede any conflicting contractual terms and conditions. If this Agreement or the license granted hereunder fails to meet the government's needs or is inconsistent in any respect with federal law, the government agrees to return the Software, unused, to GTT.
 - B. Customer Responsibility. Customer is solely responsible for all actions taken by Customer, its employees, agents and others accessing or using the Software. Customer is solely responsible for all necessary software, hardware, Internet connection and network and all other equipment and services necessary to access and use the Software.
 - C. Software Performance and Limited Warranty. GTT represents and warrants that the Software will substantially conform in all material respects to and perform substantially in accordance with its documentation and these Terms and/or any Contract Documents for a period of one (1) year from the date the Order was placed, provided that: (i) Customer gives GTT written notice of any claimed breach of this warranty while this warranty is in effect; (ii) any such breach is not, in GTT's reasonable opinion, a result of any modification of or damage to the Software or its operating environment by any party other than GTT or a party acting under GTT's control or direction; and (iii) Customer is in compliance with these Terms. For any breach of the foregoing warranty, Customer's sole and exclusive remedy shall be as follows: (a) GTT will endeavor to repair or replace the non-conforming Software within thirty (30) days, or such longer period as the parties may mutually agree, such that the Software conforms to the foregoing warranty; or (b) if GTT is unable to repair or replace the non-conforming Software within such period such that the Software conforms to the foregoing warranty, either party may terminate this Agreement (and all licenses granted hereunder), Customer shall return the non-conforming Software and GTT shall refund the license fee paid hereunder less depreciation calculated on a five-year straight-line basis. GTT's warranty (including without limitation any extended warranty) applies

solely to the Software and its documentation as it existed at the time of installation and warranties covering any follow-on versions, all updates, or upgrades are subject to a further written agreement by the Parties.

- D. **Viruses and Disabling Codes.** GTT represents and warrants that to the best of GTT's knowledge, the Software shall not contain viruses, worms, or spyware (collectively, "Malicious Code"); provided, however, that, notwithstanding the foregoing, Customer acknowledges and agrees that GTT reserves the right to remotely prevent access to and/or use of the Software in the event that (i) GTT becomes aware, from Customer or otherwise, of unauthorized access or use of the Software by any third party, or (ii) this Agreement is terminated. Notwithstanding any provision of this Agreement to the contrary, in no event shall GTT be in breach of the warranty set forth above if, at the time any Malicious Code was introduced into the Software, GTT employed commercially-reasonable measures, consistent with the standards of GTT's industry, to detect such Malicious Code in order to prevent its introduction into the Software.
- E. **Audit Rights.** Customer shall, while using GTT's Products and Services and for one year thereafter, keep true and accurate accounts and records in sufficient detail to enable an audit of the manner and extent of the use, sublicensing, transfer, or other disposition of the licensed Software, its derivatives, or any product or service based upon or incorporating or using all or portions of the Software to confirm Customer's compliance with the Terms and/or any Contract Documents. At the reasonable request of GTT, but no more than once per year, unless there is a reasonable suspicion of a breach of these Terms and/or any Contract Documents, Customer shall allow GTT to inspect and audit such information and Customer facilities as is necessary to ensure Customer's compliance with these Terms.
- 6. **HAZARDOUS MATERIALS.** Customer acknowledges that certain materials provided by GTT may be considered hazardous materials under various laws and regulations. Customer agrees to familiarize itself (without reliance on GTT, except as to the accuracy of special safety information furnished by GTT), with any hazards of such materials, their applications and the containers in which such materials are shipped and to inform and train its employees and customers to such hazards. Customer will hold GTT harmless against any claims by its agents, employees or customers relating to any such hazards, except to the extent such claims arise solely and directly from GTT's failure to meet its written specifications or the inaccuracy of safety information furnished by GTT.
- 7. **WARRANTY.** GTT warrants its Products in accordance with its limited warranty, available at www.gtt.com/support/warranty-repair and as otherwise provided herein. GTT warrants all Services will be performed in a professional and workmanlike manner in accordance with applicable industry standards, in the event that any Product fails to conform to the terms of GTT's warranty, the sole and exclusive remedy shall be limited to the return of the non-conforming Product to GTT for repair or replacement of the non-conforming components, as determined by GTT in its sole discretion. The cost of return shipping to GTT is the responsibility of the Customer. All claims for non-conformance are returned to GTT. All claims for non-conformance or breach of warranty shall be deemed waived, unless the non-conforming components are returned to GTT within 30 days of discovery of the alleged non-conformance.

THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY ARISING OUT OF A COURSE OF DEALING OR PERFORMANCE, CUSTOM OR USAGE OF TRADE AND NON-INFRINGEMENT. IN ADDITION TO THE EXCLUSION OF AFOREMENTIONED WARRANTIES, SERVICES, ARE PROVIDED "AS IS" AND GTT DOES NOT WARRANT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, BE UNINTERRUPTED, OR BUG OR ERROR-FREE. NO EMPLOYEE OR AGENT OF GTT, OTHER THAN AN OFFICER OF GTT BY WAY OF A SIGNED WRITING, IS AUTHORIZED TO MAKE ANY WARRANTY IN ADDITION TO THE FOREGOING. EXTENDED WARRANTIES MAY BE AVAILABLE UPON REQUEST.

LIMITATION OF LIABILITY. IN NO EVENT WILL GTT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER ASSERTED IN TORT, CONTRACT, WARRANTY, STATUTORY OR OTHER THEORY OF LIABILITY.

8. **SUSPENSION.** Without waiving any other rights or remedies, GTT may suspend performance hereunder and/or under any Order or other contract if: (i) Customer fails to pay any invoice within sixty (60) days from the invoice date; (ii) GTT reasonably believes Customer's use of the Products or Services may violate any applicable law, rule or regulation, or infringes upon third party rights; or (iii) GTT is entitled to terminate this Agreement for cause.
9. **PROPRIETARY RIGHTS.** GTT and its licensors will retain all intellectual property rights to the Products and Services, including without limitation, all designs, drawings, patterns, plans, specifications, technology, technical data and information, technical processes and business methods, whether patentable or not, arising from the provision of Products and/or Services to Customer, including GTT rendering engineering services to and designing systems and goods for Customer's use. Customer agrees not to enforce against GTT or GTT's customers any patent rights that include any system, process or business method utilizing or otherwise relating to the Products and/or Services.
10. **RESALE.** Customer, by placing and Order and accepting these Terms, hereby expressly agrees, acknowledges, represents and warrants to GTT that Customer is purchasing the Products and Services for its own internal business use and not for resale and in the event Customer breaches the foregoing by selling the Products or Services that are the subject of the Order. Notwithstanding the foregoing, nothing in this Terms is intended to restrict a Customer that is an authorized GTT dealer, contractor, or original equipment manufacturer from reselling, if such Customer is authorized to do so pursuant to GTT's acceptance of an Order.
11. **COMPLIANCE WITH LAWS/ANTI-CORRUPTION.** Customer will fully comply with all applicable laws, rules and regulations, including without limitation, those of the United States and any and all other jurisdictions globally ("Laws") that apply to Customer's activities in connection with an Order. Specifically, Customer must comply with all Laws relating to anti-corruption, bribery, extortion, kickbacks, or other similar matters that are applicable to Customer's business activities in connection hereunder and/or with any Orders or the Contract Documents, including without limitation the U.S. Foreign Corrupt Practices Act and the UK Bribery Act. Customer will take no action that may cause Customer, GTT, or their affiliates to violate any Laws. Products and Services will comply with applicable state and federal legal requirements in the United States and Canada.
12. **CONFIDENTIAL INFORMATION.** As used herein, "Confidential Information" means all information of a party ("Disclosing Party"), obtained by or disclosed to the other party ("Receiving Party") that by its nature would reasonably be considered as confidential or is identified as confidential by the Disclosing Party.
 - A. Confidential Information excludes information that: (a) is or becomes public knowledge through no fault of Receiving Party; (b) was in Receiving Party's possession before receipt from Disclosing Party; (c) is rightfully received by Receiving Party from a third party without any duty of confidentiality; (d) is independently developed by Receiving Party without reference to or use of Confidential Information; or (e) is related to the terms and conditions of this Agreement and is disclosed by GTT to an authorized GTT dealer in the course of normal business operations, provided that said dealer was involved in the sales process pertaining to this Agreement..
 - A. **Receiving Party Obligations.** The Receiving Party agrees (i) not to use Confidential Information of Disclosing Party other than in furtherance of the Order; (ii) to hold Confidential Information of the Disclosing Party in confidence and to protect the Confidential Information using the same degree of care it uses to protect its own Confidential Information but in no event with less than reasonable care and to restrict disclosure of the Confidential Information to its employees and agents who have a "need to know"; and (iii) Confidential Information of Disclosing Party may be disclosed as required under Alabama Public Records law or in

response to a valid court order or other legal process only to the extent required by such order or process and only after the Receiving Party has given the Disclosing Party written notice of such court order or other legal process promptly, if allowed by law and the opportunity for the Disclosing Party to seek a protective order or confidential treatment of such Confidential Information. Upon Disclosing Party's request, Receiving Party will return Confidential Information to Disclosing Party or destroy the same if requested by Disclosing Party. Receiving Party agrees its breach of this section may cause irreparable damage and Disclosing Party may seek equitable remedies, in addition to other remedies hereunder or at law.

13. **GOVERNING LAW; VENUE; ACTIONS; ATTORNEYS FEES.** The Order and these Terms will be governed by and construed in accordance with the laws of the State of Alabama without regard to conflicts of laws provisions. The parties consent to the sole and exclusive venue and jurisdiction of the federal and state courts situated in or having jurisdiction over Mobile County, Alabama. The United Nations Convention on Contracts for the International Sale of Goods will not apply. Customer must commence all actions relating to an Order within one (1) year from the initial date of occurrence of the event giving rise to any claim or such claim will be forever barred. If GTT substantially prevails in any dispute, Customer will pay all reasonable costs incurred by GTT, including but not limited to collection costs, attorneys' fees and costs of legal action.
14. **FORCE MAJEURE.** GTT will not be liable for damages of any kind resulting from any delays in performance, in whole or in part, or any loss, damage, cost or expense, including any loss or damage to the Product that may prevent GTT from performing any obligations hereunder, resulting from causes beyond its reasonable control, such as acts of God, fire, strikes, epidemics, embargos, acts of government, war, riots, vandalism, theft, delays in transportation, difficulties in obtaining necessary labor, materials, or manufacturing facilities or other similar causes ("Force Majeure Event"). In such event, the Party delayed will promptly give notice to the other Party. In the event of a delay, the Parties, through mutual agreement, may: (a) extend the time for performance for the duration of the Force Majeure Event, or (b) cancel all or any part of the unperformed part of the Order if such Force Majeure Event exceeds sixty (60) days. If GTT's costs are increased as a result of such Force Majeure Event, GTT may increase pricing upon written notice to Customer.

GTT reserves the right to charge Customer reasonable, additional fees that occur as a result of: 1) a report of an outage or disruption that is later determined to be unrelated to GTT's Products or Services and/or 2) Services or Product replacements that become necessary as a result of loss or damage due to Customer's (or Customer's other suppliers') removal of Products or negligence.

15. TECHNOLOGY REQUIREMENTS.

- A. If GTT's North American variant has been requested, Customer acknowledges that North American radio equipment is certified to North American standards (e.g., the FCC) and not international standards (e.g., ETSI). Customer has specifically requested the North American variant and accepts all responsibility for obtaining the necessary waivers from the appropriate agencies in the country in which the equipment will be operated, before the equipment is installed and/or made operational; and purchaser accepts all associated liability for not doing so.
- B. Customer is responsible for ensuring that the traffic infrastructure, including the traffic controller, is compatible with the Products.
 1. When integration services are proposed (for transit applications), integration assumes: a) route and run information is available on the vehicle via J-1708 or RS485, whenever driver updates either the route or run; schedule data is available in standard GTFS format via an IP portal accessible to the Opticom Central Management Software (CMS); b) connectivity is available to all transit vehicles. If any of the preceding is not available, pricing for integration services may be affected.

- C. In instances where GTT is providing PCaaS or any ongoing services requiring remote access, GTT assumes the presence of and access to a customer-provided connectivity network for remote access to intersections and vehicles, unless a GTT-provided cellular data plan has been included amongst the listed services.
16. **MISCELLANEOUS.** If any provision of these Terms to any extent is declared invalid or unenforceable, the remainder of these Terms will not be affected thereby and will continue to be valid and enforceable to the fullest extent permitted by law. Any modifications hereto must be in writing and signed by both parties. GTT's failure to strictly enforce any of these terms will not be considered a waiver of any of its rights hereunder. Neither Party will assign this these Terms nor any of its obligations hereunder without the prior written consent of the other Party, except in the case of a reorganization, merger, acquisition, or sale of substantially all its assets. These Terms will be binding on and inure to the benefit of each Party's successors and assigns. The termination or expiration of any Order and/or any the Contract Documents, will not affect the survival or continuing validity of any provision that expressly or by implication is intended to continue in force after such termination or expiration.
17. **SERVICES.** Customer is responsible for Up-Front Services and Ongoing Services, unless such services are included in the Order or a subsequent Order. Prices for Up-Front Services and Ongoing Services are charged at the then-prevailing rates, unless otherwise agreed to in writing in the Contract Documents. Services excludes integration of GTT's Products with third party products, unless otherwise agreed to in writing by GTT. Customer is responsible for any delays due to failure to comply with its portion of any applicable project plan related to Services.
- A. Ongoing Services required due to the following are excluded and subject to an additional fee: (1) modification of Products or Services without GTT's written consent; (2) use of parts and/or supplies not approved by GTT for use with the Products or Services; (3) misconduct, accident, neglect or misuse; (4) failure of installation site to conform to GTT's applicable specifications; (5) failure or inadequacy of electric power, humidity or air control; (6) failure to follow operating procedures provided by GTT; (7) Customer's failure to ensure that the traffic infrastructure, including the traffic controller, is compatible with the Products; and (8) service or maintenance performed by an unauthorized representative of GTT.
- B. GTT's performance of Ongoing Services at its expense, is contingent upon the Customer: (1) exercising reasonable care in the operation of the Products; (2) operating the Product within GTT's published specifications; (3) maintaining the Product in conformance with GTT's maintenance standards; (4) properly maintaining the operating environment; and (5) providing necessary utility services for use of the Product in accordance with accompanying specifications.
- C. Customer acknowledges that it is aware that in order to install Products and perform Services it may be necessary to drill holes and/or connect to a vehicle's electrical system and/or traffic cabinet's electrical system and agrees that GTT shall not be liable for any costs, expenses or damages arising from such work.
18. **REPLACEMENT PARTS.** In performing PCaaS services, GTT reserves the right to use replacement parts that are new, refurbished or equivalent in performance to new parts, at no extra charge to Customer. Parts being replaced will be the property of GTT. Customer acknowledges certain parts may be subject to discontinuance by the manufacturer, in which event GTT's obligation will be limited to making reasonable efforts to replace such discontinued parts with an equivalent part.
19. **DATA.** Customer warrants that it has sufficient rights, title and interests in and to all means of information, data and/or files Customer transmits or uploads to or stores on any environment, in connection with its use of the Products or Services ("Customer Data"). Customer will not transmit or upload any personally identifiable information and will be solely responsible for the security of such information. GTT may view, store, copy, delete or otherwise process any Customer Data to provide the Products and/or Services to Customer and unless

prohibited by law, GTT may also collect, analyze and otherwise use anonymized versions of Customer Data for its own business purposes.

20. **SUPPORT.** GTT will provide helpdesk support during GTT's normal business hours, which are 8:00 am to 5:00 pm central time, Monday through Friday, excluding holidays.
 - A. **Warranty Support.** Contact your authorized Opticom dealer, or contact GTT technical service at 800-258-4610 or download a warranty & services request form at www.gtt.com. Outside of the United States, please contact our headquarters in St. Paul, MN at 651-789-7333 for assistance in locating an authorized repair facility servicing your country.
21. **TERMINATION.** Either party may terminate the Services for cause immediately upon written notice if the other party is in material breach of these Terms, any schedules and/or Contract Documents and fails to cure within thirty (30) days of receipt of a written demand to cure, or if the other party (a) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or receivership, (b) is insolvent, unable to pay its debts as they become due, makes an assignment for the benefit of creditors or takes advantage of any law for the benefit of debtors, (c) ceases to conduct business for any reason on an ongoing basis, leaving no successor in interest or by the City of Mobile, (d) for convenience, in which case Customer will be responsible to pay GTT for all Product and Services delivered
22. **OTHER.** GTT reserves the right to publicly disclose Customer as a customer of GTT, without the need for additional approval by Customer. Notwithstanding, case studies, personnel quotes and other references to Customer will require explicit permission by Customer.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/15/2022

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

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

PRODUCER Marsh USA Inc. 100 North Tryon Street, Suite 3600 Charlotte, NC 28202 Attn: vcnber.centrerequest@marsh.com		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
CN130745150-VONT0-GAWU-22-		INSURER(S) AFFORDING COVERAGE	
INSURED GLOBAL TRAFFIC TECHNOLOGIES, INC. 7800 THIRD STREET NORTH BUILDING 100 OAKDALE, MN 55128		NAIC #	
		INSURER A : ACE American Insurance Company 22687	
		INSURER B : ACE Property and Casualty Insurance Company 20699	
		INSURER C : ACE Fire Underwriters Insurance Company 20702	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** HGU-003939225-01 **REVISION NUMBER:** 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liability ☒ Broad Form PD GEN'L AGGREGATE LIMIT APPLIES PER ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER			HDCG47296350	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 2,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/DP AGG \$ 5,000,000 OTHER \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			ISAH10689636	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (EA accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☒ CLAIMS-MADE ☐ DED ☐ RETENTION \$			XEUG7258529A (Claims Made is for Product Liab, only, with retro date of 10/9/2020)	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 OTHER \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLRC5066885A (ACS) SCFC5066899A (WI)	07/01/2022 07/01/2022	07/01/2023 07/01/2023	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Mobile is additional insured for general liability and auto liability but only as required by written contract with respect to the operations of the named insured.

CERTIFICATE HOLDER

City of Mobile
205 Government St
Mobile, AL 36644

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

Marsh USA Inc.

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**CONTRACT PRICING WORKSHEET**
For Catalog & Price Sheet Type Purchases**Contract No.:**

PE05-21

Date Prepared:

6/23/2021

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Mobile AL	Contractor:	Global Traffic Technologies, LLC
Contact Person:	John Paine	Prepared By:	Dan Dolsky
Phone:	251-208-7434	Phone:	651-789-7340
Fax:	251-208-7430	Fax:	651-789-7334
Email:	Paine@cityofmobile.org	Email:	dan.dolsky@gtt.com

Catalog / Price Sheet Name:	Traffic Control, Enforcement & Signal Preemption Equipment
General Description of Product:	Priority control for City of Mobile Alabama

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
10	Priority Control as a Service Vehicles (per year)(HGAC Buy 1000-1337-0)	1,320.00	13,200.00
19	Priority Control as a Service Intersections (per year)(HGAC Buy 1000-1338-0)	1,932.00	36,708.00
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
Total From Other Sheets, If Any:			
Subtotal A:			49,908.00

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
			0
			0
			0
			0
Total From Other Sheets, If Any:			
Subtotal B:			0
Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).		For this transaction the percentage is:	0%

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Subtotal C:	0

Delivery Date:		D. Total Purchase Price (A+B+C):	49,908.00
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H-GAC

Houston-Galveston Area Council

P.O. Box 22777 • 3555 Timmons • Houston, Texas 77227-2777

Cooperative Agreement - Limited Assignment - Global Traffic Technologies, LLC - Public Services -
ID 7352

LIMITED CONTRACT ASSIGNMENT AND ASSUMPTION AGREEMENT

This Limited Contract Assignment and Assumption Agreement is made by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC, Consolidated Traffic Controls, Inc. (Contractor) at 1016 Enterprise PL, Arlington, TX 76001 and Global Traffic Technologies, LLC, (Assignee) at 7800 3rd Street North, #100, St. Paul, MN 55128.

WHEREAS, Contractor entered into a cooperative purchasing Contract, identified as PE05-21, with H-GAC for the sale of Traffic Control, Enforcement & Signal Preemption Equipment to various End User governmental agencies participating in H-GAC's Cooperative Purchasing Program; and

WHEREAS, Contractor wishes to assign certain of its rights and obligations under the Parent Contract ID 6676 to Assignee and retain the remainder; and

WHEREAS, Assignee wishes to accept the limited assignment of the Contract; and

WHEREAS, H-GAC is willing to consent to the limited assignment provided that the Assignee agrees to comply with all terms of the Contract;

WHEREAS, This Agreement goes into effect on the date signed by H-GAC (the "Effective Date") and ends Apr 30 2023. All products or services under this Agreement must be rendered within this performance period.

NOW THEREFORE, the parties agree as follows:

Section 1 Contractor hereby assigns to Assignee all its rights and obligations under the Contract with respect to the following:

Right to sell products/services: GTT products only (See attached Products List)

Right to sell products/services in the following geographical area: All states excluding Arkansas, Louisiana, Kansas, Missouri, New Mexico, Oklahoma, and Texas

Right to administer Purchase Orders: N/A

Section 2 Assignee accepts the assignment from the Contractor and assumes the obligation to provide the products and services specified in Section 1 and to otherwise perform all applicable obligations of the Contractor under the Contract on and after the Effective Date. Contractor will continue to be responsible for all actions taken by Contractor and Purchase Orders processed under the Contract prior to the Effective Date.

Section 3 Contractor reserves to itself the exclusive right to provide all the products and services described in the Contract, except those specifically assigned to Assignee pursuant to Section 1 hereof.

Section 4 H-GAC hereby consents to such limited assignment and assumption.

Unless otherwise noted, this Agreement goes into effect on the date signed by H-GAC (the "Effective Date"). All other terms and conditions of the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Contract Limited Assignment and Assumption Agreement to be executed by their respective duly authorized representatives.

H-GAC

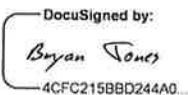
Signature  DocuSigned by:
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 9/29/2021

Consolidated Traffic Controls, Inc. (Contractor)

Signature  DocuSigned by:
4CFC2158BD244A0...

Name Bryan Jones

Title Senior Vice President

Date 9/21/2021

Global Traffic Technologies, LLC (Assignee)

Signature  DocuSigned by:
83490FD32DB1458...

Name Krista Kochivar

Title Chief Financial Officer

Date 9/27/2021

Products List
Contract No. PE05-21

GTT Opticom		
GTT Opticom IR - Traffic		
110283	Model 794H LED Emitter	\$ 1,030.00
110260	Model 792H Strobe Emitter	\$ 1,030.00
110261	793S Emitter Switch (On/Off Box)	\$ 144.00
110619	Model 762 Phase Selector	\$ 1,868.00
110610-MM	Model 764 Multimode Phase Selector	\$ 2,946.00
110274	Model 462 Phase Selector	\$ 1,384.00
110620	Model 464 Phase Selector	\$ 1,999.00
110245	Model 711 Detector	\$ 479.00
110258	Model 721 Detector	\$ 535.00
110247	Model 722 Detector	\$ 741.00
Trade In Trade Up Section		
Only Include the items that are eligible for the discount in this section		
110283	Model 794H LED Emitter	\$ 1,030.00
110260	Model 792H Strobe Emitter	\$ 1,030.00
110261	793S Emitter Switch (On/Off Box)	\$ 144.00
110619	Model 762 Phase Selector	\$ 1,868.00
110610-MM	Model 764 Multimode Phase Selector	\$ 2,946.00
110274	Model 462 Phase Selector	\$ 1,384.00
110620	Model 464 Phase Selector	\$ 1,999.00
110245	Model 711 Detector	\$ 479.00
110258	Model 721 Detector	\$ 535.00
110247	Model 722 Detector	\$ 741.00
GTT Trade In	Trade in Trade Up Discount 20.6248%	20.625%
GTT Opticom GPS - Traffic		
110610-MM	Model 764 Multimode Phase Selector	\$ 2,946.00
110610-MMEW	Extended Warranty 764 MM Phase Selector	\$ 442.00
110610-CELL	Model 7614 Multimode Phase Selector - Cellular	\$ 3,413.00
110610-CELLEW	Extended Warranty 7614 MM Phase Selector	\$ 512.00
110620	Model 464 Phase Selector	\$ 1,999.00
110620-MMEW	Extended Warranty 464 MM Phase Selector	\$ 479.00
110603-MM	Model 768 Auxiliary Panel	\$ 531.00
110603-MMEW	Extended Warranty 768 Aux Panel	\$ 83.00
110611	3100 GPS Radio Unit (Mast Mount)	\$ 2,840.00
110611-EW	Extended Warranty 3100 GPS Radio	\$ 426.00
110611CAB	3100 GPS Radio Unit (Cabinet Mount)	\$ 2,830.00
110611CAB-EW	Extended Warranty 3100 GPS Radio	\$ 424.00
110601	2100 GPS Preemption Vehicle Kit	\$ 3,192.00
110601EW	Extended Warranty 2000 Series Vehicle Kit	\$ 479.00
110617	GPS Intelligreen Fire Station System	\$ 6,012.00
110617EW	GPS Intelligreen 5 Yr Warranty	\$ 902.00
GTT GPS Subscription Prices per month		
1000-1337-0	Subscription Service per Vehicle	\$ 105.00
1000-1338-0	Subscription Service per Intersection	\$ 171.00
GTT Opticom Multimode - Traffic		
110610-MM	Model 764 Multimode Phase Selector	\$ 2,946.00
110610-MMEW	Extended Warranty 764 MM Phase Selector	\$ 442.00
110610-CELL	Model 7614 Multimode Phase Selector - Cellular	\$ 3,413.00
110610-CELLEW	Extended Warranty 7614 MM Phase Selector	\$ 512.00
110603-MM	Model 768 Auxiliary Panel	\$ 531.00
110603-MMEW	Extended Warranty 768 Aux Panel	\$ 83.00
110253	Model 755 Four Channel Adapter Card	\$ 54.00
110611	3100 GPS Radio Unit (Mast Mount)	\$ 2,840.00
110611-EW	Extended Warranty 3100 GPS Radio	\$ 426.00
110611CAB	3100 GPS Radio Unit (Cabinet Mount)	\$ 2,830.00
110611CAB-EW	Extended Warranty 3100 GPS Radio	\$ 424.00
110283-MM	Model 794HM Multimode Emitter	\$ 1,031.00

110283-MMEW	Extended Warranty Model 794HM	\$	155.00
110609	MM Vehicle Kit (2100 GPS VCU/Radio, 794HM, Cable & Hdwre)	\$	3,675.00
110609EW	Extended Warranty MM Vehicle Kit	\$	551.00
GTT Opticom - Transit (Low Priority)			
110269	Model 794T LED Emitter	\$	1,020.00
110269	Model 792T Strobe Emitter	\$	1,020.00
110601	2000 Series GPS Preemption Vehicle Kit	\$	3,192.00
110601EW	Extended Warranty 2000 Series Vehicle Kit	\$	479.00
110283-MM (Low)	Model 794TM Multimode Emitter	\$	1,020.00
110283-MMEW	Extended Warranty Model 794HM	\$	153.00
76-1000-1298-0	4010 Vehicle Computer Kit	\$	1,733.00
76-1000-1282-0	400 2.4 Ghz Radio/GPS Unit	\$	1,050.00
76-1000-1242-0	211 Vehicle Interface Cable W/ Dead Reconing	\$	158.00
GTT Cable, Mounting & Accessories			
108001	External Mounting Cabinet	\$	512.00
110216A	Model 138 Cable 500 Ft Roll (Per Ft.)	\$	0.68
110216B	Model 138 Cable 1,000 Ft Roll (Per Ft.)	\$	0.68
110216C	Model 138 Cable 2,500 Ft Roll (Per Ft.)	\$	0.73
110605A	GPS Cable 500 Ft Roll (Per Ft.)	\$	1.10
110605	GPS Cable 1,000 Ft Roll (Per Ft.)	\$	1.10
110605C	GPS Cable 2,500 Ft Roll (Per Ft.)	\$	1.10
201011	3/4" Narrow Hub (IR)	\$	13.00
101001	Span Wire Clamp	\$	4.00
201011 (hub)	Mast Arm Mount (GPS)	\$	83.00
110280	Opticom Software Kit Includes RS232 cable	\$	1,025.00
100201	Model 380 Card Rack	\$	172.00
110214	GTT Model 760 Card Rack (Incl. Harness)	\$	302.00
0	760 Card Rack Harness Only	\$	71.00
110284	Remote Code Reader (794 Emitters only)	\$	308.00
PNS10-501610P	Handheld Code Reader (794 Only)	\$	561.00
110282	Serial Comm Cable RS232 (Emitter Programming)	\$	21.00
110270	Y Cable (Emitter Programming)	\$	359.00
0	794/494 & 792/492 Hardware Install Kit	\$	338.00
110271	794/494 & 792/492 Emitter Cable Assy.	\$	82.00
110613	Gps Radio Antenna 1050 White	\$	205.00
110613A	Gps Radio Antenna 1050 Black	\$	205.00
110615	GPS Vehicle Interface Cable	\$	167.00
GTT Software			
0	CMS Software for Five Intersections	\$	750.00
0	CMS Annual Maintenance for Five Intersections	\$	113.00
0	Analytics Software Setup Charge	\$	7,380.00
0	Analytics Software Per Vehicle	\$	123.00
GTT Gate Opener Kit			
200201B	721 Gate Opener Kit includes 721 Detector, 462 Phase selector, RTC 380 Card Rack with 100 ft of 138 Cable, Narrow Hub	\$	2,740.00
GTT Installation and Health Check Labor (CTC)			
CTCINSTALL	GPS Opticom Intersection 5 hours \$260 per hour	\$	1,300.00
CTCINSTALL	IR Intersection 4 direction 10 hours \$260 per hour	\$	2,600.00
CTCINSTALL	IR Diamond Intersection 12 hours \$260 per hour	\$	3,120.00
CTCINSTALL	GPS Diamond Intersection* 5 hours \$260 per hour (requires site visit)	\$	1,300.00
CTCINSTALL	IR Emitter Install 4 hours \$130 per hour	\$	520.00
CTCINSTALL	GPS/Multimode Vehicle kit 5 hours \$130 per hour	\$	650.00
CTCINSTALL	Intelligreen System/RTC System FSW 8 hours \$260 per hour	\$	2,080.00
CTCINSTALL	Opticom Initial HealthCheck per Intersection	\$	75.00
CTCINSTALL	Opticom Annual Maintenance per Intersection	\$	230.00
GTT Canoga			
GTT Canoga Note: Measurement and Carriers and install need to be included wit any quote of Canoga Microloops			
110330	9004 Four Channel Card (Two Lanes Speed and Length)	\$	675.00
111501	1000 ft Spool Home run cable per FT	\$	0.70
78-8114-5717-1	Installation Kit 702 Non invasive Microloop	\$	118.00
78-8114-5707-2	Installation Kit 7002 Non-Invasive Microloop	\$	67.00
78-8118-6123-2	Carrier Package@ 25 Units 702 Non Invasive Microloops	\$	182.00

78-8118-6124-0	Carrier Package@ 50 Units 702 Non Invasive Microloops	\$	364.00
75-0301-3114-0	701-1 Single Microloop with 75 ft Cable	\$	202.00
75-0301-3115-7	701-1 Single Microloop with 150 ft Cable	\$	235.00
75-0301-3116-5	701-1 Single Microloop with 250 ft Cable	\$	278.00
75-0301-3117-3	701-1 Single Microloop with 500 ft Cable	\$	388.00
75-0301-3118-1	701-1 Single Microloop with 1000 ft Cable	\$	608.00
75-0301-3119-9	701-2 Double Microloop with 75 ft Cable	\$	373.00
75-0301-3120-7	701-2 Double Microloop with 150 ft Cable	\$	406.00
75-0301-3121-5	701-2 Double Microloop with 250 ft Cable	\$	450.00
75-0301-3122-3	701-2 Double Microloop with 500 ft Cable	\$	560.00
75-0301-3123-1	701-2 Double Microloop with 1000 ft Cable	\$	780.00



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 10, 2026

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

To approve issuance of purchase order to Alamo Group Texas LLC for four Alamo 88in SHD rear flail mowers for Public Services Maintenance

Amount of Contract:

\$50,759.36

Funding Source

General fund.

ATTACHMENTS:

1. 20260129 Alamo Agenda Package POs

REVIEWERS:

Lana Pafenbach

Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 3 February 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 Alamo Group Texas LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Alamo Group Texas LLC for four Alamo 88in SHD rear flail mowers for Public Services Maintenance
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$50,759.36

FUNDING SOURCE:

Budget Item: See Requisitions

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

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

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>7036</u>	2026	(2050) FLEET MANAGEMENT-GARAGE	FOUR ALAMO 88-INCH SHD REAR FLAIL MOWERS FOR PUBLIC SERVICES MAINTENANCE (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$50,759.36	<u>(299935) ALAMO GROUP TEXAS LLC</u>

Adopted:

City Clerk

Bill To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG	Requisition 00007036-00 FY 2026 Acct No: 1000.40.20.2070.2086.2070.0000.0000.47010. Review: Buyer: Status: Approved
---	---

Page 1

Vendor ALAMO GROUP TEXAS LLC 1502 E. WALNUT ST. SEGUIN, TX 78155 Tel#8303729637	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.GOV Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/21/26	299935				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
001	FLAIL MOWER AS SPECIFIED: ALAMO FLAIL MOWER 88" MODEL 88" SHD PRICING AS PER SOURCEWELL CONTRACT 32525-AGI AND YOUR QUOTE DATED 1-6-2026 Additional Description Notes ----- FLAIL MOWER AS SPECIFIED: 88" SHD REAR FLAIL PRICE INCLUDES DELIVERY TO THE CITY OF MOBILE MUNICIPAL GARAGE AS REQUESTED BY 2086-PSM	4.00 EACH	12240.84000	48963.36
1	1000.40.20.2070.2086.2070.0000.0000.47010.			48963.36

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

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

Bill To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG	Requisition 00007036-00 FY 2026 Acct No: 1000.40.20.2070.2086.2070.0000.0000.47010. Review: Buyer: Status: Approved	Page 2
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Vendor ALAMO GROUP TEXAS LLC 1502 E. WALNUT ST. SEGUIN, TX 78155 Tel#8303729637	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.GOV Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/21/26	299935				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
002	FREIGHT	1.00	1796.00000	1796.00
		EACH		

Vendor Item
Inventory Item/Loc 14009

1 1000.40.20.2070.2086.2070.0000.0000.47010. 1796.00

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

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

[Requisition Link](#)

Requisition Total 50759.36

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

Account	Amount	Remaining Budget
1000.40.20.2070.2086.2070.0000.0000.47010.	50759.36	2495465.27
PUBLIC SERVICE MAINTENANCE EXP EQUIPMENT (GREATER \$5000)		

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

Activity	Date	Clerk	Comment
Approved	01/22/26	MATTHEW ANDERSON	

Alamo Group (USA) Inc.

Road right-of-way equipment

#032525-AGI

Maturity Date: 5/15/2029

Website: alamo-industrial.com/government 

Sourcewell 
Awarded Contract

Contact us

Have questions about a contract or cooperative purchasing?

Contact our dedicated team online or call 877-585-9706.

Products & Services

Buy Sourcewell

Documents

Contact Information

Products & Services

Sourcewell contract 032525-AGI gives access to the following types of goods and services:

- Mid-mount and rear-mount boom mowers
- Side and rear-mount flail mowers
- Side and rear mount rotary mowers
- Flail, rotary, and specialty heads
- Tractor and mower turnkeys
- Hydraulic flex-wing rotary mowers
- Truck mounted boom mowers
- Wide-area flail mowers
- Wheel loader boom mowers
- Prime mover
- Remote-controlled slope mowers
- Side-mount sickle bar mowers
- OEM replacement and service parts
- Operator safety training

[Locate your local dealer or representative](#) 

(nongovernment site)

Buy Sourcewell

Login to unlock more contract features.

Username

Password

[Log In](#)

[Forgot username or password?](#) 

[Setup Buy Sourcewell access](#) 

Register for an account

Simply complete the online application, contact our dedicated team, or call 877-585-9706.

Search Suppliers & Contracts

[General Contracts](#)

[IDIQ Contracts](#)

Sourcewell's website may contain links to nongovernment websites being provided as a convenience and for informational purposes only. Sourcewell neither endorses nor guarantees, in any way, the external organization's services, advice, or products included in these website links. Sourcewell bears no responsibility for the accuracy, legality, or timeliness of any content on the external site or for that of subsequent links. All questions related to content on external sites should be addressed directly to the host of that particular website.

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 23, 2025

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2022-135, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2026**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2023-135.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all such purchases must comply with the requirements of *Uniform Guidance*.

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

Attention Counties and Municipalities:

Please be advised, this letter authorizes the purchase of materials or equipment 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 the materials or equipment. See Section 39-2-2(m)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.

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

Sincerely,

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

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 10, 2026

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

To approve issuance of purchase order to Dana Safety Supply Inc for police patrol vehicle upfitting for 60 Chevrolet Tahoe PPV SUVs for MPD.

Amount of Contract:

\$897,721.26

Funding Source

General fund

ATTACHMENTS:

1. 20260129 Dana Agenda Package POs

REVIEWERS:

Lana Pafenbach

Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 3 February 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 Dana Safety Supply Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Dana Safety Supply Inc for police patrol vehicle upfitting for 60 Chevrolet Tahoe PPV SUVs for MPD.
General fund

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$897,721.26

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:

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>6500</u>	2026	(2050) FLEET MANAGEMENT-GARAGE	POLICE PATROL VEHICLE UPFITTING FOR 60 CHEVROLET TAHOE PPV SUVS FOR MPD (AL STATE CONTRACT)	\$897,721.26	(290980) DANA SAFETY SUPPLY INC

Adopted:

City Clerk

Bill To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG	Requisition 00006500-00 FY 2026 Acct No: 1000.30.15.1530.1530.1530.0000.0000.45040. Review: Buyer: 9105paij Status: Approved	Page 1
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Vendor DANA SAFETY SUPPLY INC 4809 KOGER BLVD GREENSBORO, NC 27407 Tel#850-624-7173 Fax 800-375-8347	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 ADAM.LYNN@CITYOFMOBILE.ORG Delivery Reference AGEET@CITYOFMOBILE.ORG Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/09/26	290980				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
001 UPFITTING AS SPECIFIED: POLICE PATROL PACKAGE FOR CHEVROLET TAHOE 4 DOOR SUVS AS PER DANA SAFETY QUOTE 602546-D DATED 1-26-2026 AND AS PER STATE OF ALABAMA CONTRACT MA23000004209 AND THE ABOVE REFERENCED QUOTE Additional Description Notes	60.00 EACH	14962.02100	897721.26

UPFITTING AS SPECIFIED: POLICE PATROL PACKAGE FOR CHEVROLET TAHOE 4 DOOR SUVS

AS PER DANA SAFETY QUOTE 602546-E DATED 11-14-2025

AS REQUESTED BY-1530-PD

1 1000.30.15.1530.1530.1530.0000.0000.45040. 897721.26

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
AGEET@CITYOFMOBILE.ORG

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

Contract Header

Contract

Statewide Emergency Lighting - Dana Safety

Supplier

Dana Safety Supply, Inc

Linked Solicitation

Emergency Lighting, Consoles, Guards & Vaults Bid

Public Comments

NA

Type

Master Agreement

Contract Code

MA230000004209

Sourcing Number

SRC0000016881

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Wayne	Gautney	wayne.gautney@purchasing.alabama.gov	334-242-7173

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
Mark	Sevigny	bids@danasafetysupply.com	813-348-4866

1 Record(s)

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

9/7/2023

End Date

9/6/2026

Documents

- [Master_Agreement_V1.pdf](#)

Items

- [State of Alabama Emergency Lighting Contract Executive Summary.pdf](#)

Item Name	Product Code	UOM
Code 3 Emergency Lighting	1	0.00 USD
Code 3 Emergency Lighting	2	68.75 Hour
Code 3 Emergency Lighting Shop Supplies	3	0.00 USD
Feniex Emergency Lighting	7	0.00 USD
Feniex Emergency Lighting Labor Rate	8	68.75 Hour
Feniex Lighting Shop Supplies	9	0.00 USD
Go-Rhino Emergency Lighting	10	0.00 USD
Go-Rhino Emergency Lighting Labor Rate	11	68.75 Hour
Go-Rhino Lighting Shop Supplies	12	0.00 USD
Havis Emergency Lighting	13	0.00 USD
Havis Emergency Lighting Labor Rate	14	68.75 Hour
Havis Lighting Shop Supplies	15	0.00 USD
Pro-Gard Emergency Lighting	16	0.00 USD
Pro-Gard Emergency Lighting Labor Rate	17	68.75 Hour
Pro-Gard Lighting Shop Supplies	18	0.00 USD
Soundoff Signal Emergency Lighting	19	0.00 USD
Soundoff Signal Lighting Labor Rate	20	68.75 Hour
Soundoff Signal Lighting Shop Supplies	21	0.00 USD
Star Signal Emergency Lighting	22	0.00 USD

Item Name	Product Code	UOM
Star Signal Lighting Labor Rate	23	68.75 Hour
Star Signal Lighting Shop Supplies	24	0.00 USD
Gamber Johnson Products	31	0.00 USD
Gamber Johnson Labor Rate	32	68.75 Hour
Gamber Johnson Shop Supplies	33	0.00 USD
Westin Products	34	0.00 USD
Westin Labor Rate	35	68.75 Hour
Westin Shop Supplies	36	0.00 USD
Jotto Desk Products	37	0.00 USD
Jotto Desk Labor Rate	38	68.75 Hour
Jotto Desk Shop Supplies	39	0.00 USD
Shipping/Freight	43	0.00 USD



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 10, 2026

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

To approve issuance of purchase order to Dana Safety Supply Inc for police admin vehicle upfitting for 37 Chevrolet Tahoe PPV SUVs for MPD.

Amount of Contract:

\$339,032.11

Funding Source

General fund

ATTACHMENTS:

1. 20260129 Dana2 Agenda Package POs

REVIEWERS:

Lana Pafenbach

Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 3 February 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 Dana Safety Supply Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Dana Safety Supply Inc for police admin vehicle upfitting
for 37 Chevrolet Tahoe PPV SUVs for MPD.
General fund

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$339,032.11

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:

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>6501</u>	2026	(2050) FLEET MANAGEMENT-GARAGE	POLICE ADMINSTRATIVE VEHICLE UPFITTING FOR 37 CHEVROLET TAHOE PPV SUVS FOR MPD (AL STATE CONTRACT)	\$339,032.11	(290980) DANA SAFETY SUPPLY INC

Adopted:

City Clerk

Bill To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG	Requisition 00006501-00 FY 2026 Acct No: 1000.30.15.1530.1530.1530.0000.0000.45040. Review: Buyer: 9105paij Status: Approved	Page 1
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Vendor DANA SAFETY SUPPLY INC 4809 KOGER BLVD GREENSBORO, NC 27407 Tel#850-624-7173 Fax 800-375-8347	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/09/26	290980				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
001 UPFITTING FOR ADMIN BUILD 2025 CHEVY TAHOE UPFITTING TO BE AS PER DANA SAFETY QUOTE 603129-C DATED 1-26-2026 AND STATE OF ALABAMA CONTRACT MA23000004209 AND THE ABOVE STATE DANA QUOTE. Additional Description Notes ----- UPFITTING FOR ADMIN BUILD 2025 CHEVY TAHOE UPFITTING TO BE AS PER DANA SAFETY QUOTE 603129-B DATED 11/18/2025 AS REQUESTED BY 1530-POLICE DEPT.	37.00 EACH	9163.03000	339032.11
1 1000.30.15.1530.1530.1530.0000.0000.45040.			339032.11

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

Deliver To
MUNICIPAL GARAGE ATTN: SEAN
770 GAYLE STREET
MOBILE, AL 36604

[Requisition Link](#)

Requisition Total 339032.11

Bill To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG	Requisition 00006501-00 FY 2026 Acct No: 1000.30.15.1530.1530.1530.0000.0000.45040. Review: Buyer: 9105paij Status: Approved
---	--

Page 2

Vendor DANA SAFETY SUPPLY INC 4809 KOGER BLVD GREENSBORO, NC 27407 Tel#850-624-7173 Fax 800-375-8347	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/09/26	290980				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.30.15.1530.1530.1530.0000.0000.45040.	339032.11	2260027.63
POLICE ADMIN SERVICES EXP		FLEET VEHICLES

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

Activity	Date	Clerk	Comment
Approved	01/12/26	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	01/12/26	SHONNDA SMITH	
Approved	01/12/26	CHERI BOUCHER	Auto approved by: 910518244
Approved	01/29/26	DONALD ROSE	Auto approved by: 9105paij
Approved	01/29/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	01/29/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	01/29/26	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	01/29/26	JAMES NEESE	Auto approved by: 9105paij
Approved	01/29/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	01/29/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	01/29/26	ANNE FOLEY	Auto approved by: 9105paij
Approved	01/29/26	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

Contract Header

Contract

Statewide Emergency Lighting - Dana Safety

Supplier

Dana Safety Supply, Inc

Linked Solicitation

Emergency Lighting, Consoles, Guards & Vaults Bid

Public Comments

NA

Type

Master Agreement

Contract Code

MA230000004209

Sourcing Number

SRC0000016881

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Wayne	Gautney	wayne.gautney@purchasing.alabama.gov	334-242-7173

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
Mark	Sevigny	bids@danasafetysupply.com	813-348-4866

1 Record(s)

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

9/7/2023

End Date

9/6/2026

Documents

- [Master_Agreement_V1.pdf](#)

Items

- [State of Alabama Emergency Lighting Contract Executive Summary.pdf](#)

Item Name	Product Code	UOM
Code 3 Emergency Lighting	1	0.00 USD
Code 3 Emergency Lighting	2	68.75 Hour
Code 3 Emergency Lighting Shop Supplies	3	0.00 USD
Feniex Emergency Lighting	7	0.00 USD
Feniex Emergency Lighting Labor Rate	8	68.75 Hour
Feniex Lighting Shop Supplies	9	0.00 USD
Go-Rhino Emergency Lighting	10	0.00 USD
Go-Rhino Emergency Lighting Labor Rate	11	68.75 Hour
Go-Rhino Lighting Shop Supplies	12	0.00 USD
Havis Emergency Lighting	13	0.00 USD
Havis Emergency Lighting Labor Rate	14	68.75 Hour
Havis Lighting Shop Supplies	15	0.00 USD
Pro-Gard Emergency Lighting	16	0.00 USD
Pro-Gard Emergency Lighting Labor Rate	17	68.75 Hour
Pro-Gard Lighting Shop Supplies	18	0.00 USD
Soundoff Signal Emergency Lighting	19	0.00 USD
Soundoff Signal Lighting Labor Rate	20	68.75 Hour
Soundoff Signal Lighting Shop Supplies	21	0.00 USD
Star Signal Emergency Lighting	22	0.00 USD

Item Name	Product Code	UOM
Star Signal Lighting Labor Rate	23	68.75 Hour
Star Signal Lighting Shop Supplies	24	0.00 USD
Gamber Johnson Products	31	0.00 USD
Gamber Johnson Labor Rate	32	68.75 Hour
Gamber Johnson Shop Supplies	33	0.00 USD
Westin Products	34	0.00 USD
Westin Labor Rate	35	68.75 Hour
Westin Shop Supplies	36	0.00 USD
Jotto Desk Products	37	0.00 USD
Jotto Desk Labor Rate	38	68.75 Hour
Jotto Desk Shop Supplies	39	0.00 USD
Shipping/Freight	43	0.00 USD



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 10, 2026

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

To approve issuance of purchase order to Deere & Company for four John Deere 5095M tractors for Public Services Maintenance.

Amount of Contract:

\$302,285.24

Funding Source

General fund.

ATTACHMENTS:

1. 20260129 Deere Agenda Package POs

REVIEWERS:

Lana Pafenbach

Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 3 February 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 Deere & Company

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Deere & Company for four John Deere 5095M tractors for
Public Services Maintenance.
General fund

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$302,285.24

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:

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>7038</u>	2026	(2050) FLEET MANAGEMENT- GARAGE	FOUR JOHN DEERE 5095M TRACTORS FOR PUBLIC SERVICES (AL STATE CONTRACT)	\$302,285.24	<u>(295477) DEERE & COMPANY</u>

Adopted:

City Clerk

Bill To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG	Requisition 00007038-00 FY 2026 Acct No: 1000.40.20.2070.2086.2070.0000.0000.47010. Review: Buyer: Status: Approved
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Page 1

Vendor DEERE & COMPANY 2000 JOHN DEERE RUN CARY, NC 27513 Tel#800-358-5010 OPT 2 Fax 309-749-2313	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.GOV Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/21/26	295477				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
001	2025JOHN DEERE 5095M TRACTOR OUTFITTER AS PER STATE OF ALABAMA CONTRACT MA25000005305 WITH SUNSOUTH QUOTE 1468577 DATED 1-6-2026 Additional Description Notes ----- 2024 JOHN DEERE 5090E CAB TRACTOR AS PER SOURCEWELL CONTRACT AS REQUESTED BY 2086-PSM	4.00 EACH	75571.31000	302285.24
1	1000.40.20.2070.2086.2070.0000.0000.47010.			302285.24

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

Deliver To
MUNICIPAL GARAGE ATTN: SEAN
770 GAYLE STREET
MOBILE, AL 36604

[Requisition Link](#)

Requisition Total 302285.24

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

Amount Remaining Budget

Bill To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG	Requisition 00007038-00 FY 2026 Acct No: 1000.40.20.2070.2086.2070.0000.0000.47010. Review: Buyer: Status: Approved
---	---

Page 2

Vendor
 DEERE & COMPANY
 2000 JOHN DEERE RUN

Ship To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET

CARY, NC 27513

MOBILE, AL 36604
 AGEET@CITYOFMOBILE.GOV

Tel#800-358-5010 OPT 2
 Fax 309-749-2313

Delivery Reference
 TRAVESIA AGEE

Deliver To
 MUNICIPAL GARAGE ATTN: SEAN
 770 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/21/26	295477				FLEET MANAGEMENT-GARAGE

Account 1000.40.20.2070.2086.2070.0000.0000.47010. PUBLIC SERVICE MAINTENANCE EXP EQUIPMENT (GREATER \$5000)	Amount Remaining Budget 302285.24 2495465.27
---	---

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

Activity	Date	Clerk	Comment
Approved	01/22/26	MATTHEW ANDERSON	
Approved	01/22/26	SHONNDA SMITH	Auto approved by: 910516584
Approved	01/22/26	CHERI BOUCHER	Auto approved by: 910516584
Approved	01/29/26	DONALD ROSE	Auto approved by: 9105paij
Approved	01/29/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	01/29/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	01/29/26	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	01/29/26	JAMES NEESE	Auto approved by: 9105paij
Approved	01/29/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	01/29/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	01/29/26	ANNE FOLEY	Auto approved by: 9105paij
Approved	01/29/26	JOHN PAINE	

Authorized By: _____ Date: _____
 Signature

Contract Header

Contract

Statewide Tractor - Deere & Company

Supplier

Ag & Turf SABD & Government Sales

Linked Solicitation

Statewide Tractor Bid

Public Comments

NA

Type

Master Agreement

Contract Code

MA250000005305

Sourcing Number

SRC0000025123

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Wayne	Gautney	wayne.gautney@purchasing.alabama.gov	334-242-7173

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
Andrew	Roman	GovContractSupport@JohnDeere.com	800-358-5010

1 Record(s)

Contract Scope

Organizations

State of Alabama, State of Alabama

Contract Validity

Start Date

12/6/2024

End Date

12/5/2026

Documents

- [MA250000005305_Master_Agreement_V1.pdf](#)
- [Tractor Statewide award information.xlsx](#)

Items

Item Name	Product Code	UOM
Tractor 20hp - 29hp - 18% discount	1	0.00 USD
Options 20hp - 29hp - 18% discount	2	0.00 USD
Tractor 30hp - 39hp - 18% discount	3	0.00 USD
Options 30hp - 39hp - 18% discount	4	0.00 USD
Tractor 40hp - 49hp -18% discount	5	0.00 USD
Options 40hp - 49hp -18% discount	6	0.00 USD
Tractor 50hp - 59hp -15% discount	7	0.00 USD
Options 50hp - 59hp - 15% discount	8	0.00 USD
Tractor 60hp - 69hp - 15% discount	9	0.00 USD
Options 60hp - 69hp 15% discount	10	0.00 USD
Tractor 70hp - 79hp - 15% discount	11	0.00 USD
Options 70hp - 79hp - 15% discount	12	0.00 USD
Tractor 80hp - 89hp - 20% discount	13	0.00 USD
Options 80hp - 89hp - 20% discount	14	0.00 USD

Item Name	Product Code	UOM
Tractor 90hp - 99hp - 20% discount	15	0.00 USD
Options 90hp - 99hp - 20% discount	16	0.00 USD
Tractor 100hp - 109hp - 25% discount	17	0.00 USD
Options 100hp - 109hp - 25% discount	18	0.00 USD
Tractor 110hp - 119hp - 25% discount	19	0.00 USD
Options 110hp - 119hp - 25% discount	20	0.00 USD
Tractor 120hp - 129hp - 25% discount	21	0.00 USD
Options 120hp - 129hp - 25% discount	22	0.00 USD
Tractor 130hp - 139hp - 25% discount	23	0.00 USD
Options 130hp - 139hp - 25% discount	24	0.00 USD
Tractor 140hp - 149hp - 25% discount	25	0.00 USD
Options 140hp - 149hp - 25% discount	26	0.00 USD
Tractor 150hp - < - 25% discount	27	0.00 USD

Item Name	Product Code	UOM
Options 150hp - < - 25% discount	28	0.00 USD
OEM Repair Filters / Repair Parts - 0% discount	29	0.00 USD
Delivery - quotable line	30	0.00 USD
Extended Warranty - quotable line	l1_31	0.00 USD



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 10, 2026

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

To approve issuance of purchase order to E-Builder, Inc for annual renewal of E-Builder project management software.

Amount of Contract:

\$66,103.33

Funding Source

General fund

ATTACHMENTS:

1. 20260127 EBuilder Agenda Package POs

REVIEWERS:

Lana Pafenbach

Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 3 February 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 E-Builder, Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to E-Builder, Inc for annual renewal of E-Builder project management software.
General fund

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$66,103.33

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Bid exempt as software; GSA contract

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>6717</u>	2026	(2045) MAJOR PROJECTS	ANNUAL RENEWAL OF E-BUILDER PROJECT MANAGEMENT SOFTWARE (BID EXEMPT AS SOFTWARE, GSA CONTRACT)	\$66,103.33	<u>(295201) E-BUILDER, INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006717-00 FY 2026 Acct No: 1000.40.20.2045.2045.2000.0000.0000.42200. Review: Buyer: 9105fola Status: Released	Page 1
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Vendor E-BUILDER, INC. 1800 NW 69TH AVE SUITE 201 PLANTATION, FL 33313 Tel#954-513-3105	Ship To PROGRAMS & PROJECT MGMT 205 GOVERNMENT STREET 2ND FLR S TOWER RM 229 MOBILE, AL 36644 CHRIS.POWELL@CITYOFMOBILE.ORG Delivery Reference CHRIS POWELL / 251-208-7495 Deliver To PROGRAMS & PROJECT MGMT 205 GOVERNMENT STREET 2ND FLR S TOWER RM 229 MOBILE, AL 36644
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/14/26	295201	01/30/26			MAJOR PROJECTS

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				
001	SEE ATTACHED QUOTE# 9660; DATED 10/30/2025 e-Builder Enterprise Capital Program New Annual Fee for Unlimited Licenses- City of Mobile, AL 2026 Renewal GSA - G-S-35F-408AA Terms for these subscriptions are for 1/1/2026 - 12/31/2026 Vendor Item	1.00 EACH	55574.36000	55574.36
1	1000.40.20.2045.2045.2000.0000.0000.42200.			55574.36
Ship To PROGRAMS & PROJECT MGMT 205 GOVERNMENT STREET 2ND FLR S TOWER RM 229 MOBILE, AL 36644 Delivery Reference CHRIS POWELL / 251-208-7495 Deliver To PROGRAMS & PROJECT MGMT 205 GOVERNMENT STREET 2ND FLR S TOWER RM 229 MOBILE, AL 36644				
002	AppXchange AppXchange Annual Fee -	1.00	10528.97000	10528.97

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006717-00 FY 2026 Acct No: 1000.40.20.2045.2045.2000.0000.0000.42200. Review: Buyer: 9105fola Status: Released	Page 2
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Vendor E-BUILDER, INC. 1800 NW 69TH AVE SUITE 201 PLANTATION, FL 33313 Tel#954-513-3105	Ship To PROGRAMS & PROJECT MGMT 205 GOVERNMENT STREET 2ND FLR S TOWER RM 229 MOBILE, AL 36644 CHRIS.POWELL@CITYOFMOBILE.ORG Delivery Reference CHRIS POWELL / 251-208-7495 Deliver To PROGRAMS & PROJECT MGMT 205 GOVERNMENT STREET 2ND FLR S TOWER RM 229 MOBILE, AL 36644
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/14/26	295201	01/30/26			MAJOR PROJECTS

LN	Description / Account	Qty	Unit Price	Net Price
	City of Mobile, AL 2026 Renewal Vendor Item	EACH		
1	1000.40.20.2045.2045.2000.0000.0000.42200.			10528.97

Ship To
 PROGRAMS & PROJECT MGMT
 205 GOVERNMENT STREET
 2ND FLR S TOWER RM 229
 MOBILE, AL 36644
 Delivery Reference
 CHRIS POWELL / 251-208-7495

Deliver To
 PROGRAMS & PROJECT MGMT
 205 GOVERNMENT STREET
 2ND FLR S TOWER RM 229
 MOBILE, AL 36644

[Requisition Link](#)

Requisition Total	66103.33
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2045.2045.2000.0000.0000.42200.		
PROGRAM & PROJECT MGMT EXP	66103.33	313174.25
PROFESSIONAL & TECHNICAL		

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

Activity	Date	Clerk	Comment
Approved	01/15/26	JENNIFER GREENE	



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 10, 2026

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

To approve issuance of purchase order to Sansom Equipment Co Inc for one New Way Diamondback 8 cu yd rear load garbage truck on Isuzu NRR chassis for Parks Dept

Amount of Contract:

\$167,970.00

Funding Source

General fund.

ATTACHMENTS:

1. 20260127 Sansom Agenda Package POs

REVIEWERS:

Lana Pafenbach

Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 3 February 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 Sansom Equipment Co Inc.

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Sansom Equipment Co Inc for one New Way
Diamondback 8 cu yd rear load garbage truck on Isuzu NRR chassis for Parks Dept
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$167,970.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

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

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>5896</u>	2026	(2050) FLEET MANAGEMENT-GARAGE	NEW WAY DIAMONDBACK 8 CU YD REAR LOAD GARBAGE TRUCK ON ISUZU NRR CHASSIS FOR PARKS DEPT (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$167,970.00	(190715) <u>SANSOM</u> <u>EQUIPMENT CO</u> <u>INC</u>

Adopted:

City Clerk

Bill To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG	Requisition 00005896-00 FY 2026 Acct No: 1000.40.20.2030.2012.2005.0000.0000.45040. Review: Buyer: 9105paij Status: Approved	Page 1
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Vendor SANSOM EQUIPMENT CO INC 2025 W I-65 SERVICE ROAD NORTH MOBILE, AL 36618 Tel#205-401-4040 Fax 251-631-3768	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/23/25	190715				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
001 NEW WAY DIAMONDBACK REAR LOADER AS FOLLOWS: INCLUDES LED BODY LIGHTS, SAFETY SHUTDOWN CURBSIDE, DRIVER ALERT BUZZER CURBSIDE, INTERLOCK ON FRONT ACCESS DOOR, FIRE EXTINGUISHER 10 LB., TRIANGLE KIT, 5.6" CAMERA, ZINC PLATED HYDRAULIC TUBES, QUICK PRESSURE CONNECT PORT, PLASTIC FENDERS, ONE YEAR BODY AND HYDRAULICS WARRANTY, TWO YEAR HYDRAULIC CYLINDER WARRANTY; ACRYLIC URETHANE ENAMEL WHITE EXTENDED HOPPER LOAD SILL W/TIPPER SUPPORT BRACKET LED WORK LIGHTS- (2) MOUNTED INSIDE UPPER TAILGATE SHINING IN HOPPER STROBE LIGHT PACKAGE-INTEGRATED STROBE SYSTEM-(2) ROUND LIGHTS MOUNTED UPPER TAILGATE AUTO-TRANS (HOT SHIFT W/OVERSPEED) W/PUMP QUICK CONNECT PRESSURE GAUGE 10 LB. FIRE EXTINGUISHER-STREET SIDE, OUTER HOPPER WALL MOUNT NEW ISUZU NRR CHASSIS BAYNE REVOLUTION CART TIPPER MOUNTING OF 0 AS PER SANSOM QUOTE #SECQ9298 AND SOURCEWELL CONTRACT #110223-NWY Additional Description Notes	1.00 EACH	167970.00000	167970.00

NEW WAY DIAMONDBACK REAR LOADER AS FOLLOWS:

Bill To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG	Requisition 00005896-00 FY 2026 Acct No: 1000.40.20.2030.2012.2005.0000.0000.45040. Review: Buyer: 9105paij Status: Approved	Page 2
---	---	--------

Vendor SANSOM EQUIPMENT CO INC 2025 W I-65 SERVICE ROAD NORTH MOBILE, AL 36618 Tel#205-401-4040 Fax 251-631-3768	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/23/25	190715				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	INCLUDES LED BODY LIGHTS, SAFETY SHUTDOWN CURBSIDE, DRIVER ALERT BUZZER CURBSIDE, INTERLOCK ON FRONT ACCESS DOOR, FIRE EXTINGUISHER 10 LB., TRIANGLE KIT, 5.6" CAMERA, ZINC PLATED HYDRAULIC TUBES, QUICK PRESSURE CONNECT PORT, PLASTIC FENDERS, ONE YEAR BODY AND HYDRAULICS WARRANTY, TWO YEAR HYDRAULIC CYLINDER WARRANTY; ACRYLIC URETHANE ENAMEL WHITE EXTENDED HOPPER LOAD SILL W/TIPPER SUPPORT BRACKET LED WORK LIGHTS- (2) MOUNTED INSIDE UPPER TAILGATE SHINING IN HOPPER STROBE LIGHT PACKAGE-INTEGRATED STROBE SYSTEM-(2) ROUND LIGHTS MOUNTED UPPER TAILGATE AUTO-TRANS (HOT SHIFT W/OVERSPEED) W/PUMP QUICK CONNECT PRESSURE GAUGE 10 LB. FIRE EXTINGUISHER-STREET SIDE, OUTER HOPPER WALL MOUNT NEW ISUZU NRR CHASSIS BAYNE REVOLUTION CART TIPPER MOUNTING OF ONE CART TIPPER FREIGHT AS REQUESTED BY 2012-PARKS			
1	1000.40.20.2030.2012.2005.0000.0000.45040.			167970.00

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

Bill To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG	Requisition 00005896-00 FY 2026 Acct No: 1000.40.20.2030.2012.2005.0000.0000.45040. Review: Buyer: 9105paij Status: Approved	Page 3
---	---	--------

Vendor SANSOM EQUIPMENT CO INC 2025 W I-65 SERVICE ROAD NORTH MOBILE, AL 36618 Tel#205-401-4040 Fax 251-631-3768	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/23/25	190715				FLEET MANAGEMENT-GARAGE

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

Requisition Link

Requisition Total 167970.00

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

Account	Amount	Remaining Budget
1000.40.20.2030.2012.2005.0000.0000.45040.	167970.00	542265.84
PARKS MAINTENANCE EXP		FLEET VEHICLES

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

Activity	Date	Clerk	Comment
Approved	12/23/25	KIM CARMODY	Auto approved by: 91055604
Approved	12/23/25	DANIEL OTTO	
Approved	12/29/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	12/29/25	SHONNDA SMITH	
Approved	12/29/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	12/29/25	KIM CARMODY	
Approved	12/29/25	DANIEL OTTO	Auto approved by: 910520521
Approved	01/27/26	DONALD ROSE	Auto approved by: 9105paij
Approved	01/27/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	01/27/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	01/27/26	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	01/27/26	JAMES NEESE	Auto approved by: 9105paij
Approved	01/27/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	01/27/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	01/27/26	ANNE FOLEY	Auto approved by: 9105paij

New Way

Refuse trucks

#110223-NWY

Maturity Date: 12/28/2027

Website: newwaytrucks.com/#sourcewell 

Sourcewell 
Awarded Contract

Contact us

Have questions about a contract or cooperative purchasing?

Contact our dedicated team online or call 877-585-9706.

Buy Sourcewell

Login to unlock more contract features.

Username

Password

[Log In](#)

[Forgot username or password?](#) 

[Setup Buy Sourcewell access](#) 

Products & Services

Sourcewell contract 110223-NWY gives access to the following types of goods and services:

- Sidewinder XTR automated side loader (ASL)
- ROTO PAC auger-driven ASL
- Wolverine under-CDL capable ASL
- King Cobra rear loader (RL)
- Cobra Magnum RL
- Cobra High Compaction RL
- Cobra RL
- Viper RL
- Diamondback under-CDL RL
- Mammoth standard or lightweight front loaders
- Mamba Satellite sider loader
- New Way Trucks OEM parts

[Find Your Distributor – New Way® Trucks](#) 

(nongovernment site)

Register for an account

Simply complete the online application, contact our dedicated team, or call 877-585-9706.

Search Suppliers & Contracts

[General Contracts](#)

[IDIQ Contracts](#)

Sourcewell's website may contain links to nongovernment websites being provided as a convenience and for informational purposes only. Sourcewell neither endorses nor guarantees, in any way, the external organization's services, advice, or products included in these website links. Sourcewell bears no responsibility for the accuracy, legality, or timeliness of any content on the external site or for that of subsequent links. All questions related to content on external sites should be addressed directly to the host of that particular website.

Scranton Manufacturing #110223-NWY

Pricing for contract #110223-NWY offers Sourcewell participating agencies the following discounts:

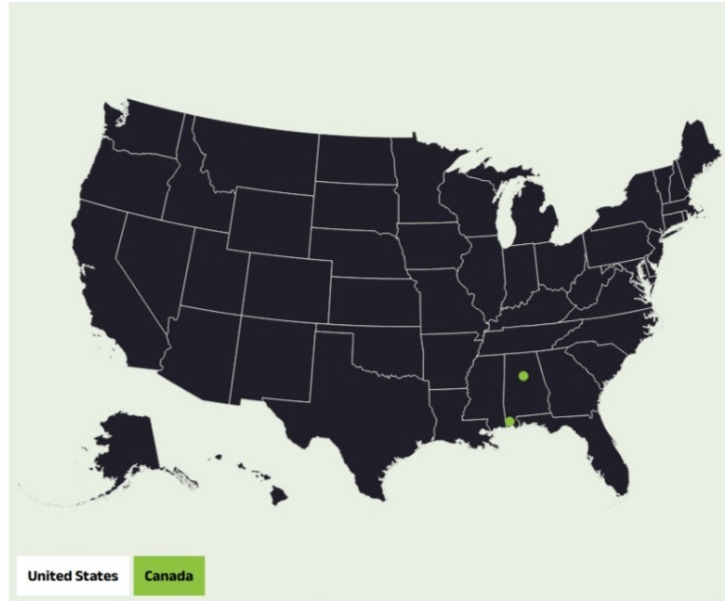
- 4% discount off retail/list price on all mobile refuse collection vehicle models and parts
- In addition, the New Way Distributor Network will offer a 1% - 5% discount on all Sourcewell orders, resulting in a total discount of 5% - 9% off MSRP
- Volume discounts may be considered on a case-by-case basis

FIND YOUR DISTRIBUTOR

LET'S GET TO IT

Whether you're in the U.S., Latin America, Canada or other locations around the world, New Way's industry-leading distributor network gives you the technical support, expert guidance and quality parts you need when you need 'em. Because we understand the sooner your trucks are back on the route, the sooner you're back in business.

Alabama



Results for: **Alabama**

NEW WAY SALES MANAGER

Ken Beugger

DISTRIBUTOR

Sansom Equipment Co.

2800 Powell Avenue South,
Birmingham Alabama 35233

[Website](#)

SERVICE AREA

Entire State / Province

NEW WAY SALES MANAGER

Ken Beugger

DISTRIBUTOR

Sansom Equipment Co.

2025 West I-65 Service Road North,
Mobile Alabama 36618

[Website](#)

SERVICE AREA

Entire State / Province

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 23, 2025

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2022-135, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2026**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2023-135.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all such purchases must comply with the requirements of *Uniform Guidance*.

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

Attention Counties and Municipalities:

Please be advised, this letter authorizes the purchase of materials or equipment 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 the materials or equipment. See Section 39-2-2(m)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.

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

Sincerely,

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

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 10, 2026

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

To approve issuance of purchase order to STONS, Inc for annual renewal of Monday.com project management software for MIT.

Amount of Contract:

\$74,115.00

Funding Source

General fund

ATTACHMENTS:

1. 20260129 Stons Agenda Package POs

REVIEWERS:

Lana Pafenbach

Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 3 February 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 STONS, Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to STONS, Inc for annual renewal of Monday.com project
management software for MIT.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$74,115.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: GSA Contract, Bid exempt as software.

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>6793</u>	2026	(5000) INFORMATION TECHNOLOGY	ANNUAL RENEWAL OF MONDAY.COM PROJECT MANAGEMENT SOFTWARE FOR MIT (GSA CONTRACT, BID EXEMPT AS SOFTWARE)	\$74,115.00	<u>(297526) STONS INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006793-00 FY 2026 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 1
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Vendor STONS INC 2035 LINCOLN HIGHWAY SUITE 1010 EDISON, NJ 08817 Tel#6468755499	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 SAMANTHA.COOLEY@CITYOFMOBILE.GOV Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/15/26	297526				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

PER GSA QUOTE #GS35F153GA
TAX ID: 32-0384453

STATE OF ALABAMA CODE #41-16-51(a)(8) SOFTWARE EXEMPTION
RENEWAL OF EXISITNG SOFTWARE

001	MONDAY.COM WORK OS- ENTERPRISE PLAN, 125 SEATS. 1 YEAR TERM DEC 24, 2025 - DEC 23, 2026.	125.00 EACH	592.92000	74115.00
1	1000.10.23.5000.5000.5000.0000.0000.42115.			74115.00

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
SCOTT KEARNEY

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

[Requisition Link](#)

Requisition Total	74115.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006793-00 FY 2026 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved
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Page 2

Vendor STONS INC 2035 LINCOLN HIGHWAY SUITE 1010 EDISON, NJ 08817 Tel#6468755499	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 SAMANTHA.COOLEY@CITYOFMOBILE.GOV Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/15/26	297526				INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42115.	74115.00	3319122.04
INFORMATION TECHNOLOGY EXP SOFTWARE COSTS		

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

Activity	Date	Clerk	Comment
Approved	01/15/26	GREG HOLLIDAY	Auto approved by: 91057606
Approved	01/15/26	SCOTT KEARNEY	
Approved	01/15/26	UDARA JAYASENA	Auto approved by: 91057606
Approved	01/27/26	DONALD ROSE	Auto approved by: 9105fola
Approved	01/27/26	SANDRA LEWIS	Auto approved by: 9105fola
Approved	01/27/26	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	01/27/26	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	01/27/26	JAMES NEESE	Auto approved by: 9105fola
Approved	01/27/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105fola
Approved	01/27/26	REBECCA CRUMPLER	Auto approved by: 9105fola
Approved	01/27/26	ANNE FOLEY	
Approved	01/27/26	JOHN PAINE	Auto approved by: 9105fola

Authorized By: _____ Date: _____
 Signature

[Back](#)

i We've updated our product page design! You can switch back to the previous version by clicking [classic design](#). We welcome your [feedback](#).



V13 MONDAY CRM ENT YEARLY LICENSE - 1 US
V13 monday.com CRM ENT Yearly licence - 1 user CRM Enterprise (billed annually)cost per month (min 25 - steps of 5)

[About This Item](#)

Manufacturer Part Number	V13CRMENT
Manufacturer	MONDAY.COM
Country of Origin	ISRAEL
Warranty	1 YR
Schedule/SIN	MAS/511210

DISASTER PURCHASE

Disaster Purchasing Items

COOP PURCHASE

Cooperative Purchasing Items

\$49.41 EA

Quantity:

Add to Cart

Compare Sources (1)

Sold and Shipped by
STONS INC
Contract minimum order: \$500.00

Contract Number
GS-35F-153GA (Ends: Dec 27, 2026)

Socio

FOB/Shipping
• Shipping included - CONUS, AK, PR, HI

Delivery
30 days delivered ARO

REPORT AN ISSUE
[Report incorrect product information \(Login Required\)](#)

Contact us
National Customer Service Center
Email: [ncsccustomer.service@gsa.gov](mailto:ncscustomer.service@gsa.gov)
Phone: 1-800-488-3111
Vendor Support Center
Email: vendor.support@gsa.gov
Phone: 1-877-495-4849
Technical support on this site
Email: GSA.Advantage@gsa.gov
Phone: 1-877-472-3777

GSA eTools
[GSA eBuy](#)
[GSA eLibrary](#)
Advantage Job Aid
[View the Advantage Job Aid](#)

Resources
[GSA Schedules](#)
[GSA Smartpay](#)
[Best in Class](#)
[Acquisition Gateway](#)
[Privacy and Security](#)

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[Send us your feedback!](#)



CAPITAL CONTRACT SUMMARY SHEET

NA



AGENDA ITEM SUMMARY SHEET

Agenda of: February 10, 2026

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Authorize the reallocation of \$225,000.00 in the Capital Improvement Fund (2000) from Capital Project #C0116 Capital Improvement Reserve to Capital Project F746-002 MIT Building HVAC Emergency Repairs

Amount of Contract:

\$225,000.00

Funding Source

C0116

ATTACHMENTS:

1. F746-002 MIT BUILDING RESOLUTION

REVIEWERS:

Lana Pafenbach

Lana Pafenbach

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$225,000.00 in the Capital Improvement Fund (2000) be reallocated from Capital Project #C0116 Capital Improvement Reserve to Capital Project F746-002 MIT Building HVAC Emergency Repairs. These funds will be used to acquire a new HVAC for MIT Building.

ADOPTED:

CITY CLERK

BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM ARCHITECTURAL ENGINEERING DEPT. 3030

DATE OF REQUEST: 01/14/2026

BUDGET TRANSFER: ☐ (from one project to another)

DISTRICT#: Select Item.

REQUEST: Please transfer \$ \$ 225,000.00

FROM CAPITAL PROJECT#: C0116

CAPITAL PROJECT NAME: CAPITAL IMPROVEMENT RESERVE

DEPT. PROJECT#: _____

TO CAPITAL PROJECT#: F746-002

PROJECT NAME: MIT BUILDING HVAC EMERGENCY REPAIRS & ASSOCIATED WORK

DEPT. PROJECT#: _____

PURPOSE: TO COVER MIT HVAC REPAIRS.

Marilyn Bullard
Employee signature

Carleen Stout-Clark
Carleen Stout-Clark (Jan 20, 2026 07:59:36 CST)
Approval signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 10, 2026

Submitted by:

John Forrester, City Engineer

Sponsored by:

Josh Woods, Councilmember
Gina Gregory, Councilmember
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Approve change order no 2 with APAC-Alabama, Inc (formerly known as H.O. Weaver & Sons, Inc.) for additional construction services.

Amount of Contract:

increase \$102,200.01; revised contract amount \$3,156,054.10

Funding Source

RSF24 D6&7

ATTACHMENTS:

1. 2024-3005-03 2024 CIP Resurfacing City Council Districts 6 and 7 (HO Weaver and Sons- APAC Alabama Inc) change order no 2

REVIEWERS:

Lana Pafenbach
Lana Pafenbach

CONTRACT CHANGE REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Engineering DEPT. 3005

DATE OF REQUEST: 1/26/26

TYPE: Select One ☒ (when money is available in project's budget; from project to contract)

VENDOR NAME: H.O. Weaver & Sons, Inc. (now known as APAC-Alabama, Inc.)

DISTRICT#: Select Item. #657

DEPT. PROJECT#: 2024-3005-03

REQUEST: Please ^{Add} Select option. \$ 102,200.01 from Capital Project#/Title: RSF24 DW57
2024 CIP Resurfacing City Council Districts 657
to contract# 4984.

Total amount of Amendment: \$ 102,200.01

Current contract amount: \$ 3,053,854.09

Revised contract amount: \$ 3,156,054.10

Comments: Unforeseen conditions and utility
conflicts were encountered during construction.


Employee signature


Approval signature

RESOLUTION

Sponsored by:

Mayor Spiro Cheriogotis, Councilmembers Josh Woods and Gina Gregory

WHEREAS, the CITY entered into a contract dated **June 4, 2024** with **H.O Weaver & Sons, Inc. (now dba as APAC-Alabama Inc.)**, for construction services on the project known as **2024 CIP Resurfacing City Council Districts 6 & 7 (COM Project No. 2024-3005-03)**; and

WHEREAS, the original contract amount was **\$2,789,867.36** for a unit priced based contract for CIP resurfacing in council districts 6 & 7; and

WHEREAS, during construction, unforeseen circumstances with utilities and existing conditions caused additional work to become necessary for payment adjustments estimated to be **\$263,986.73** in previously approved Change Order #1 dated June 12, 2025, and increasing the original agreement to a total of **\$3,053,854.09**; and

WHEREAS, the actual construction cost for the timely repair was **\$366,186.74**, requiring an additional **\$102,200.01** to be added to the previously approved amount of **\$263,986.73**; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Council does hereby authorize the addition of Change Order #2 in the amount of **\$102,200.01**, for a total of **\$3,156,054.10** to be paid to **H.O Weaver & Sons, Inc. (now dba as APAC-Alabama Inc.)** for the construction of **2024 CIP Resurfacing City Council Districts 6 & 7 (COM Project No. 2024-3005-03)**.

Adopted:

City Clerk

JUSTIFICATION FOR CHANGE ORDER

PROJECT NAME: 2024 CIP Resurfacing City Council Districts 6&7

PROJECT NUMBER: 2024-3005-03

The attached change order number 2 to contract with
APAC-Alabama, Inc.

dated June 4, 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.
- X 5. See attached letter.
- 6. Other: _____

REMARKS: _____

ENGINEER OR CONSULTANT



City Engineer



January 15, 2026

John Forrester, P.E.
City Engineer

Subject: **Change Order #2**
Project: **2024-3005-3 CIP Resurfacing City Council Districts 6&7**

Mr. Forrester:

Attached for your consideration is a change order request for the above referenced project.

Payment for the construction contract with APAC-Alabama Inc is expected to be an additional \$102,200.01 above the contracted amount on Change Order #1.

The additional work consists of: additional drainage work (pipe/structures), unforeseen additional excavation, milling/paving on Museum Drive, storm drain crossing repairs, Parkway turnaround and drainage work, and the improvements on Knowles Lane. These additional work items pushed the overall project cost over the limits of the revised contracted amounts.

The prices have been reviewed and found to be reasonable, fair, and equitable in today's market. I recommend approval because it is in the best interest of the City of Mobile and the safety of the traveling public. The change order method is being used, rather than competitive bids, for these reasons: The competitive bid method would be more expensive, more time consuming, and is not practical given the schedule.

Please let me know if further information is required or if you have any questions.

Thank you,

Larry Dorsey, P.E.
Dorsey & Dorsey Engineering, Inc.
President and CEO

**ATTACHMENT C
CHANGE ORDER NO. 2
CHANGE ORDER NO. 2 ADDITIONAL ITEMS**

OWNER: CITY OF MOBILE, ALABAMA

**APAC-Alabama Inc
PO Box 385025
Birmingham, AL 35242**

TITLE: 2024 CIP Resurfacing City Council Districts 6&7
2024-3005-03

<u>ITEM NO</u>	<u>DESCRIPTION</u>	<u>Unit of Measure</u>	<u>ORIGINAL CONTRACT ITEMS</u>			<u>PROJECT FINAL</u>		<u>ADDITIONAL ITEMS</u>	
			<u>QTY</u>	<u>Unit Bid Price</u>	<u>Total</u>	<u>QUANTITY</u>	<u>AMOUNT</u>	<u>QUANTITY</u>	<u>AMOUNT</u>
999X	Knowles Rd (added drainage work) obligated	LS						1	\$17,240.00
999X	Parkway Dr (added turnaround & drainage work) obligated	LS						1	\$20,000.00
999X	Museum Dr (additonal drainage structure, excavation & paving) obligated/to be done	LS						1	\$64,960.01
TOTALS					\$0.00		\$0.00		\$102,200.01

TOTAL ADDITIONAL AMOUNT FOR CHANGE ORDER No. 2 = \$102,200.01

ENGINEER:

Sam C. Dorsey

CONTRACTOR:

Michael C. Skatton



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/20/2025

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 Liberty Mutual Insurance Co. National Insurance East 500 N 3rd St, Suite 300 Wausau, WI 54403 www.LibertyMutual.com	CONTACT NAME: Valerie Reece PHONE (A/C, No. Ext): 513-867-3822 FAX (A/C, No): E-MAIL ADDRESS: Oldcastle.certs@LibertyMutual.com														
INSURED APAC-Alabama, Inc. (200-BIR) 2700 Corporate Drive, Suite 250 Birmingham AL 35242	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Liberty Mutual Fire Insurance Company</td><td>23035</td></tr><tr><td>INSURER B: Liberty Insurance Corporation</td><td>42404</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Liberty Mutual Fire Insurance Company	23035	INSURER B: Liberty Insurance Corporation	42404	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B: Liberty Insurance Corporation	42404														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 86763623**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Primary/Non-Contributory ☒ Separation of Insured GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	☒	☒	TB2-C81-004095-115 XCU Coverage Included	9/1/2025	9/1/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$50,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG \$10,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	☒	☒	AS2-C81-004095-125 AS2-C81-054502-525 Physical Damage only: Comprehensive Ded \$10,000 Collision Ded \$10,000	9/1/2025 9/1/2025	9/1/2026 9/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	☒	☒	TL2-681-054523-925 (General Liability) Various - See Attached	9/1/2025	9/1/2026	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 Products/Completed Ops \$2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☒	☒	WA7-C8D-004095-025 All except OH, ND, WA, WY WC7-C81-004095-015 WI, MN	9/1/2025 9/1/2025	9/1/2026 9/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

RE: Project # 2024-3005-03 Resurfacing City Council District 6 & 7.
See additional attached remarks.

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

Valerie Reece

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ACORD 25 (2016/03)

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**ADDITIONAL REMARKS SCHEDULE**

Page ____ of ____

AGENCY Liberty Mutual Insurance Co. National Insurance East		NAMED INSURED APAC-Alabama, Inc. (200-BIR) 2700 Corporate Drive, Suite 250 Birmingham AL 35242
POLICY NUMBER TB2-C81-004095-115		
CARRIER Liberty Mutual Fire Insurance Company	NAIC CODE 23035	EFFECTIVE DATE: 9/1/2025

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance (03/16)**HOLDER:** City of Mobile**ADDRESS:** P.O. Box 1827 Mobile AL 36633

RE: Project # 2024-3005-03 Resurfacing City Council District 6 & 7.

City of Mobile is listed as additional insured with regards to the general liability, automobile liability, and excess liability policies, on a primary and non-contributory basis, where required by written contract.

Waiver of subrogation is included in favor of the additional insured, where required by written contract, and where applicable by law.

30-day Notice of Cancellation.

CAPITAL CHANGE ORDER APPROVAL FORM

AGENDA NOT REQUIRED

NAME OF CONTRACT: 2024-3005-03 (2024 CIP Resurfacing City Council Districts 6&7)

PROJECT LOCATION: Districts 6 &7

DEPARTMENT PROJECT NUMBER: 3005

CHANGE ORDER #: 1 AMOUNT: \$263,986.73 ☐ DEDUCT ☒ ADD

CAPITAL CONTRACT NUMBER: 4984

CAPITAL ACCOUNT: 2000.2000.48010

VENDOR #: 299640 VENDOR NAME: APAC-Alabama, Inc

Prepared by: LaShey Williams Date: 07/08/2025

REVIEWED AND APPROVED BY:

John Forrester
07/10/2025 11:28 AM
forresterj@cityofmobile.org

Nick Amberger
07/10/2025 11:49 AM
nick.amberger@cityofmobile.org

Brenda Rhodes
07/10/2025 03:37 PM
brenda.rhodes@cityofmobile.org

Victoria Shoots
07/10/2025 04:24 PM
victoria.shoots@cityofmobile.org

Ricardo Woods
07/16/2025 04:31 PM
rwoods@cityofmobile.org

AGENDA NOT REQUIRED

CHANGE ORDER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Engineering DEPT. 3005

DATE OF REQUEST: 6-25-25

CHANGE ORDER: ☒ (when money is available in project's budget; from project to contract)

VENDOR NAME: APAC - Alabama Inc.

DISTRICT#: Select Item. 67

DEPT. PROJECT#: 2024-3005-03

REQUEST: Please add / subtract \$ 263,986.73 from Capital Project#/Title:

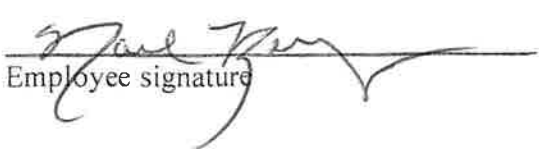
RSF 24 D687 / 2024 CIP Resurfacing City Council Districts 6&7
to contract# 4984.

Total amount of Change Order: \$ 263,986.73

Current contract amount: \$ 2,789,867.36

Revised contract amount: \$ 3,053,854.09

Comments: See attached


Employee signature


Approval signature

JUSTIFICATION FOR CHANGE ORDER

PROJECT NAME: 2024 CIP Resurfacing City Council Districts 6&7

PROJECT NUMBER: 2024-3005-03

The attached change order number 1 to contract with
APAC-Alabama, Inc.

dated June 12, 2025 is required because of the following:

- 1. Unusual and difficult circumstances which arose during the course of the execution of the contract which could not have been reasonably foreseen.
- 2. Where competitive bidding for the new work for new money will work to the serious detriment of the awarding authority.
- 3. Emergencies arising during the course of the work.
- 4. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, etc.
- X 5. See attached letter.
- 6. Other: _____

REMARKS: _____



ENGINEER OR CONSULTANT



City Engineer

CHANGE ORDER NUMBER 1 DATE 6/26/25

PROJECT NAME AND NUMBER 2024 CIP Resurfacing City Council Districts 6&7
Project No. 2024-3005-03

TO APAC-Alabama Inc.
PO Box 385025, Birmingham, AL 35242

TERMS: You are hereby authorized, subject to the provision of your contract for this project, to make the following changes thereto in accordance with your proposal dated June 12, 2025.

DESCRIPTION OF CHANGES OR WORK TO BE DONE: Furnish the necessary labor, materials, and equipment to:

Estimated Over Run (Attachment "A")	\$ <u>71,882.33</u>
Estimated Under Run (Attachment "B")	\$ <u>0.00</u>
Additional Items (Attachment "C")	\$ <u>192,104.40</u>
Original Contract Price	\$ <u>2,789,867.36</u>
First Payment Adjustment (Less than 10%)	\$ <u>263,986.73</u>
Second Payment Adjustment (Less than 10%)	\$ <u>0.00</u>
This Payment Adjustment (Over 10%)	\$ <u>0.00</u>
Net total of Payment Adjustments	\$ <u>263,986.73</u>

THIS CHANGE ORDER NUMBER 1 (ADD) \$ 263,986.73

Revised Contract Price this Date \$ 3,053,854.09

Extension of time resulting from this change order 25 Days

BY: William S. Stimpson
2025.07.17 08:45:46
-05'00'

Mayor

ATTEST:

Lisa Lambert
City Clerk

John Smith
City Engineer

APPROVED BY:

ACCEPTED BY:

Ben Paul
Owner/President VIC PRESIDENT

ATTEST:

Michael C. Hinton
Witness/Secretary

6/27/25
Date



Change Order #1
2024-3005-0
CIP Resurfacing City Council Districts 6&7

Page 1 of 1

June 12, 2025

John Forrester, P.E.
City Engineer

Subject: **Change Order #1**
Project: **2024-3005-0 CIP Resurfacing City Council Districts 6&7**

Mr. Forrester:

Attached for your consideration is a change order request for the above referenced project.

Payment for the construction contract with APAC-Alabama Inc is expected to be exceeded by approximately 9%, \$263,986.73, due to additional work.

The additional work consists of the resurfacing of Ashford Rd., repairing an attenuator on University Blvd. between Overlook Rd. and Zeigler Blvd., and repairing Museum Drive storm drain crossings.

Please let me know if further information is required or if you have any questions.

Thank you,

A handwritten signature in black ink, appearing to read 'Noel Berry', with a long horizontal flourish extending to the right.

Noel Berry, P.E.
City of Mobile
Engineer III

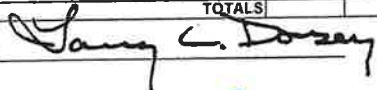
**ATTACHMENT A
CHANGE ORDER NO. 1
CHANGE ORDER NO. 1 ITEM OVER RUN**

OWNER: CITY OF MOBILE, ALABAMA

APAC-Alabama Inc
PO Box 385025
Birmingham, AL 35242

TITLE: 2024 CIP Resurfacing City Council Districts 6&7
2024-3005-03

ITEM NO	DESCRIPTION	Unit of Measure	ORIGINAL CONTRACT ITEMS			ESTIMATED FINAL		OVER RUNS	
			QTY	Unit Bid Price	Total	QUANTITY	AMOUNT	QUANTITY	AMOUNT
999X-000	WORK OF A SIMILAR NATURE UTILIZING BID ITEMS TO BE DETERMINED BY THE ENGINEER (Thru May 31st)	LS (Total Project)	1	\$ 200,000.00	\$ 200,000.00	1.3594	\$ 271,882.33		\$ 71,882.33
TOTALS					\$200,000.00		\$271,882.33		\$71,882.33

ENGINEER: 

CONTRACTOR: 

**ATTACHMENT B
CHANGE ORDER NO. 1
CHANGE ORDER NO. 1 ITEM UNDER RUN**

OWNER: CITY OF MOBILE, ALABAMA

APAC-Alabama Inc
PO Box 385025
Birmingham, AL 35242

TITLE: 2024 CIP Resurfacing City Council Districts 6&7
2024-3005-03

ITEM NO	DESCRIPTION	Unit of Measure	ORIGINAL CONTRACT ITEMS			PROJECT FINAL		UNDER RUNS	
			QTY	Unit Bid Price	Total	QUANTITY	AMOUNT	QUANTITY	AMOUNT
TOTALS					\$0.00		\$0.00		\$0.00

TOTAL UNDER RUNS FOR CHANGE ORDER No. 1 = \$0.00

ENGINEER: Gary C. Dorsey

CONTRACTOR: Michael C. Hester



**ATTACHMENT C
CHANGE ORDER NO. 1
CHANGE ORDER NO. 1 ADDITIONAL ITEMS**

OWNER: CITY OF MOBILE, ALABAMA

APAC-Alabama Inc
PO Box 385025
Birmingham, AL 35242

TITLE: 2024 CIP Resurfacing City Council Districts 6&7
2024-3005-03

ITEM NO	DESCRIPTION	Unit of Measure	ORIGINAL CONTRACT ITEMS			PROJECT FINAL		ADDITIONAL ITEMS	
			QTY	Unit Bid Price	Total	QUANTITY	AMOUNT	QUANTITY	AMOUNT
999X	Ashford Rd (Included in Parkway & Kendrick totals) <u>obligated</u>	LS						1	\$24,104.40
999X	Attenuator (N. Univ Blvd) <u>accepted</u>	LS						1	\$48,000.00
999X	Museum Dr (3 Locations @ \$40K ea) <u>estimated</u>	LS						1	\$120,000.00
	TOTALS				\$0.00		\$0.00		\$192,104.40

TOTAL ADDITIONAL AMOUNT FOR CHANGE ORDER No. 1 = \$192,104.40

ENGINEER:

Gary C. Dorsey

CONTRACTOR:

Michael C. Colanton

RESOLUTION AWARDING BID

Sponsored by: Mayor William S. Stimpson
Councilmembers Josh Woods and Gina Gregory

WHEREAS, bids for street repairs for districts 6 and 7 were received and opened on April 24, 2024.

WHEREAS, the City Engineer has recommended award to the lowest bid meeting specifications from H.O. Weaver & Sons, Inc., in the amount of \$2,789,867.36.

WHEREAS, the City Council finds that the lowest responsible bid was submitted by H.O. Weaver & Sons, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract with the company listed below for work as outlined in the contract attached hereto and made a part hereof as through set forth in full. A copy of said contract is on file in the office of the City Clerk:

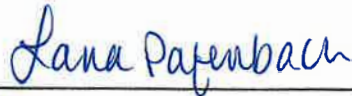
Name of Company: H.O. Weaver & Sons, Inc.

Project Name: 2024 CIP Resurfacing City Council Districts 6 & 7

Project Number: 2024-3005-03

Amount: \$2,789,867.36

Adopted: JUN 04 2024



ASSISTANT City Clerk



**2024 CIP RESURFACING –
CITY COUNCIL DISTRICTS 6 & 7**

PROJECT No. 2024-3005-03

BID DATE – APRIL 24, 2024

Sammy C. Dorsey
3/27/2024



**2024 CIP RESURFACING – CITY COUNCIL DISTRICTS 6 & 7
PROJECT NO. 2024-3005-03**

CONTENTS

Advertisement for Bids	I
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Bid Bond	IV
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Performance Bond	VI
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Special Provisions	VIII
Articles of Agreement	IX
Supplemental Specifications	X
Location	Attachment A
Contractor's Insurance Certification	Attachment B
DBE Compliance Form	Attachment C
Certifications, Affidavits, & Project Closeout	Attachment D
Sign Details	Attachment E
Geotechnical Reports and/or Mix Designs	Attachment F

04-24-2024

Memo

TO
All Bidders

FROM
Dorsey & Dorsey

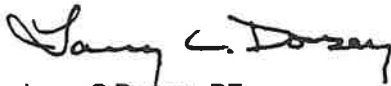
RE:
2024 CIP Resurfacing
Districts 6 & 7 -
Addendum 0003

ADDITIONAL REQUIREMENTS:

Bid Opening Date: 4-25-2024

Bid Opening Time: 2:30 PM

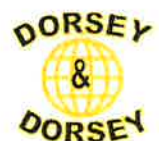
All other requirements are the same



Larry C Dorsey, PE
AL 21807
Dorsey & Dorsey

DORSEY & DORSEY

PH 251-605-2023



**2024 CIP RESURFACING – CITY COUNCIL DISTRICTS 6 & 7
PROJECT NO. 2024-3005-03**

**ITEM I
INVITATION TO BID**

Notice to Contractors:

Sealed proposals will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 2:30 p.m. local time, **April 24, 2024** and then publicly opened and then publicly opened and read in the Atrium, 1st Floor, for constructing:

Project No: **2023-3005-03**
Project: **2024 CIP RESURFACING CITY COUNCIL DISTRICTS 6 & 7**
Project Description: Asphalt milling, overlaying, road repairs, striping & markings

Plans and contract documents may be inspected and obtained from **Isaiah Engineering, Inc., 413-C Azalea Rd., Mobile, Alabama 36609 (Phone: 251-344-2022)** upon payment of \$200 dollars (\$200.00). This deposit shall be refunded in full to each prime Contractor Bidder upon return of the documents in reusable condition within ten (10) days after Bid Opening. The cost of and return of additional sets of specifications shall be in accordance with Act 97-225, Public Works Contracts.

No Bid Packages will be issued to Contractors later than twenty-four (24) hours after the Pre-Bid Conference held on **April 17, 2024**. No questions, whether orally or written, will be addressed after 12:00 P.M. on **April 22, 2024**.

A Mandatory Pre-Bid Conference will be held in the Engineering Conference Room, 3rd Floor, South Tower, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on Wednesday, April 17, 2024 at 10:30 A.M. Significant items related to the proposed construction will be explained. Representative must be a principal or current employee of the contracting company at the time of the Pre-Bid Conference. Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project. A single individual cannot represent more than one contracting company.

No bid will be received and considered unless made out on the blank form or proposal attached, and unless all papers attached hereto are returned with the bid and the proposal sheet attached.

Bidders are advised to review the bid documents carefully and thoroughly for the specific federal provisions that must be met over the course of the Project. The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of the Section 11-2A-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; and applicable requirements of the Alabama Department of Revenue (ADOR).

2024 CIP RESURFACING – CITY COUNCIL DISTRICTS 6 & 7
PROJECT NO. 2024-3005-03

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond \$10,000), made payable to the CITY, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract, and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into of such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the CITY may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract 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 right is reserved 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.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2018 Edition.

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended, and shall indicate State License Number on outside of bid envelope. **Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) or a Highways & Streets (HS) Major Classification per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.**

The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

The City of Mobile reserves the right to reject any and all bids and waive informalities in the bidding.

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, P. O. Box 1827, Mobile, Alabama 36633; "Bid for completion of **2024 CIP RESURFACING CITY COUNCIL DISTRICTS 6 & 7**, City of Mobile Project No. **2024-3005-03**, in the City of Mobile, Alabama".

**2024 CIP RESURFACING – CITY COUNCIL DISTRICTS 6 & 7
PROJECT NO. 2024-3005-03**

PUBLISH IN THE FOLLOWING PUBLICATIONS/DATES:

**PLEASE PUBLISH IN THE ISSUES OF: LAGNIAPPE MARCH 27, 2024, APRIL 3, 2024, &
APRIL 10, 2024.**

**ITEM II
INSTRUCTIONS TO BIDDERS**

1. PREPARATION OF BIDS:

Forms furnished, or copies thereof shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled.

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE, ALABAMA:

The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:

Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:

The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

**2024 CIP RESURFACING – CITY COUNCIL DISTRICTS 6 & 7
PROJECT NO. 2024-3005-03**

6. OWNER:

Where the word “Owner” appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

7. GUARANTY AND INSURANCE:

Security is required to ensure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount \$10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive working days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the CITY by reason of such default.

8. BONDS AND INSURANCE:

The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

9. MARKING AND MAILING BIDS:

Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed and marked on the outside “Bid for completion of **2024 CIP RESURFACING CITY COUNCIL DISTRICTS 6 & 7**, City of Mobile Project No. **2022-3005-03**, in the City of Mobile, Alabama.”

10. TIME FOR RECEIVING BIDS:

Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after time for opening, but before award is made, and it is shown to the Owner's satisfaction that the late arrival was due solely to mail delays, beyond the Bidder's responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

11. 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.

12. BIDDERS PRESENT:

At the time fixed for opening Bids, 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.

13. AWARD OR REJECTION OF BIDS:

The Contract will be awarded to the lowest responsible Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the Owner for acceptance. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, 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 Owner. The Owner 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 Owner, in a position to perform the Contract.

14. PRE-QUALIFICATION OF BIDDERS:

Unless otherwise specified, a bidder must submit evidence that he is pre-qualified to bid State of Alabama Department of Transportation (ALDOT) projects. The bidder must be on ALDOT's "bidder's list" in effect at the time of the Pre-Bid Conference. Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) or a Highways & Streets (HS) major classification per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.

15. ISSUANCE OF PROPOSAL FORMS:

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder, should such bidder be in default for any of the following reasons:

- a. Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to the prospective bidder.
- c. Contractor default under previous contracts with the owner.
- d. Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the Owner.
- e. Uncompleted work or work behind schedule, which, in the opinion of the owner, might hinder or prevent prompt completion of this work.
- f. Lack of competent workmen and equipment to perform at least 50% of the required work with contractor's own forces and equipment.

16. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one Bid is offered by any one party, by, or in the name of his clerk, partner, a corporation in which he has a substantial interest, in which he is an officer, or other person, all such Bids may be rejected. A party who has quoted prices on materials to a Bidder is not disqualified from quoting prices to other Bidders or from submitting a Bid directly for the materials or work. The City of Mobile reserves the right to determine, in its discretion, whether any Bidder has violated the provisions of this clause.

17. 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.

Should any Bidder observe any ambiguity, discrepancy, omission, or error in the Drawings or any Contract Document, or be in doubt as to the intention and meaning thereof, he should at once report such to the Engineer and request clarification, in writing, with a copy of his request to the City.

Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Engineer nor the City Engineer will be responsible, in any manner, for verbal instructions made prior to the award of the Contract.

Should conflict occur in or between Drawings and Specifications, a Bidder will be deemed to have estimated on the more expensive way of doing the work involved; unless, prior to submission of the proposal, the bidder requested and obtained the Engineer's written decision indicating the preferred method, materials, or equipment.

18. CONTRACT AND BOND:

The Bidder to whom award is made, must, when requested, enter into Contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, within ten (10) working days after the required forms are presented to him for signature.

19. COLLUSION:

If there is any reason for believing that collusion exists among the Bidders, any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting Bids on the same or other work with the City.

20. SUBLETTING OR ASSIGNING OF CONTRACT:

(a) **Limitations:** The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, his right, title or interest therein, or his power to execute such Contract, to any person, firm, or corporation without written consent of the City; such consent shall

**2024 CIP RESURFACING – CITY COUNCIL DISTRICTS 6 & 7
PROJECT NO. 2024-3005-03**

not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision, and reported on his payroll, all Contract work of a value not less than fifty percent (50%) of the total Contract amount. Any items designated in the Contract as “Specialty Items,” so performed by Subcontract may be deducted from the total Contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

(b) **Subcontractor’s Status:** A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor. The Contractor will be responsible to the City for the entire Subcontractor’s work, including failures or omissions. The City Engineer may require a Subcontractor’s removal, as in the case of a Contractor’s employee.

21. PROSECUTION OF WORK:

(a) **Notice of Intent:** The Contractor shall give the City Engineer definite notice of his intention to start work at least seventy-two (72) hours in advance of beginning particular features of construction, such as driving piles, placing concrete, etc. Should the Contractor, with the consent of the Engineer, discontinue prosecution of the work, the Contractor shall give the City Engineer at least forty-eight (48) hours’ notice in writing before resuming operations.

(b) **General:** The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the City Engineer. The Contractor shall provide sufficient material, labor, and equipment to ensure that the work will be completed in a satisfactory manner within the time specified in the Contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the City Engineer will direct additional forces and equipment to work on the project to ensure the project continues on schedule and maintain satisfactory progress.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the City Engineer may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained or the Contract may be annulled.

**2024 CIP RESURFACING – CITY COUNCIL DISTRICTS 6 & 7
PROJECT NO. 2024-3005-03**

**ITEM III
PROPOSAL**

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 4/29/24

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications, and the drawings, as prepared by the CITY ENGINEER, as well as the premises

Project Name: 2024 CIP RESURFACING CITY COUNCIL DISTRICTS 6 & 7

Project No: 2024-3005-03

Project Description: Asphalt milling, asphalt overlaying, road repairs, striping & markings

Major work items include: Asphalt milling and overlaying

The Bidder further agrees to construct the improvements in **180** working days.

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 complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted on materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as herein provided.

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, Engineering Department, P.O. Box 1827, Mobile, Alabama 36633. In order to receive consideration, the request must be received before 10:00A.M. on **April 22, 2024**. Any such interpretation, any supplemental instructions will be emailed, mailed or delivered to all prospective bidders.

04-22-2024

Memo

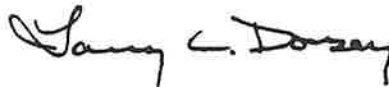
TO
All Bidders

FROM
Dorsey & Dorsey

RE:
2024 CIP Resurfacing
Districts 6 & 7 -
Addendum 0002

ADDITIONAL REQUIREMENTS:

1. The bid items and quantities in the Excel spreadsheet distributed in Addendum No. 0001 supersede all the bid items and quantities listed on the drawings. Page numbers 12-36 in the contract documents should be deleted and replaced with the pages generated from the excel spreadsheet. This spreadsheet will be used to make the selection of the successful bidder.
2. Some of the street edges that do not have curbs or curb and gutters have buildup of debris and overgrowth. The edges should be cleared of the buildup and re-established as much as practical including any asphalt wings. This will be included in the cost of the overlay operations.



Larry C Dorsey, PE
AL 21807
Dorsey & Dorsey

DORSEY & DORSEY

PH 251-605-2023



City of Mobile Project No. 2024-3005-03 (Area 1 - Blue Ridge)
2024 CIP RESURFACING - CITY DISTRICTS 6 & 7

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
206-C2	Removal Concrete Sidewalk (Incl Sawcutting All Depths)	SY	50	\$18.13	Eighteen Dollars and Thirteen Cents	\$906.50
206-D2	Removing Curb & Gutter (Incl Sawcutting)	LF	40	\$13.74	Thirteen Dollars and Seventy Four Cents	\$549.60
206-E2	Removal of Inlet Lid-Partial (All Types)	EA	2	\$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	\$1,087.92
206-E4	Remove Concrete Inlet Throats	EA	2	\$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	\$1,087.92
408-A1	Planing (Milling) of Existing Pavement, 1" - 2" Thick	SY	5219	\$2.44	Two Dollars and Forty Four Cents	\$12,734.36
429-A1	Improved Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters)	TON	431	\$138.11	One Hundred Thirty Eight Dollars and Eleven Cents	\$59,525.41
600-A	Mobilization	LS	1	\$13,636.05	Thirteen Thousand Six Hundred Thirty Six Dollars and Five Cents	\$13,636.05
618-A1	Concrete Sidewalk, 4" Thick (Incl Excavation)	SY	50	\$84.56	Eighty Four Dollars and Fifty Six Cents	\$4,228.00
618-D4	Handicap Ramp, Type 4	EA	2	\$1,977.31	One Thousand Nine Hundred Seventy Seven Dollars and Thirty One Cents	\$3,954.62
618-E	Truncated Dome Insert, New Construction	EA	2	\$302.20	Three Hundred Two Dollars and Twenty Cents	\$604.40
620-A	Minor Structure Concrete	CY	1	\$1,060.44	One Thousand Sixty Dollars and Forty Four Cents	\$1,060.44
621-C2	Inlet, Partial Top Modify to Curb Type	EA	2	\$2,450.55	Two Thousand Four Hundred Fifty Dollars and Fifty Five Cents	\$4,901.10
623-C	Combination Curb & Gutter	LF	40	\$44.23	Forty Four Dollars and Twenty Three Cents	\$1,769.20
690-A	Project Sign (Portable)	EA	1	\$145.87	One Hundred Forty Five Dollars and Eighty Seven Cents	\$145.87
703-A	Traffic Control Markings, Class 2, Type A	SF	100	\$7.69	Seven Dollars and Sixty Nine Cents	\$769.00
740-A	Traffic Control	LS	1	\$6,438.40	Six Thousand Four Hundred Thirty Eight Dollars and Forty Cents	\$6,438.40
698-A	Construction Fuel (Max Bid Limited to \$50,000)	LS	1	\$0.00	No Dollars and No Cents	\$0.00
999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	\$5,000.00	Five Thousand Dollars and No Cents	\$5,000.00

City of Mobile Project No. 2024-3005-03 (Area 2 - Elma)
2024 CIP RESURFACING - CITY DISTRICTS 6 & 7

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
206-C2	Removal Concrete Sidewalk (Incl Sawcutting All Depths)	SY	25	\$18.13	Eighteen Dollars and Thirteen Cents	\$453.25
206-D2	Removing Curb & Gutter (Incl Sawcutting)	LF	200	\$13.74	Thirteen Dollars and Seventy Four Cents	\$2,748.00
206-E2	Removal of Inlet Lid-Partial (All Types)	EA	3	\$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	\$1,631.88
206-E4	Remove Concrete Inlet Throats	EA	3	\$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	\$1,631.88
408-A1	Planing (Milling) of Existing Pavement, 1" - 2" Thick	SY	11487	\$3.16	Three Dollars and Sixteen Cents	\$36,298.92
429-A1	Improved Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters)	TON	948	\$133.51	One Hundred Thirty Three Dollars and Fifty One Cents	\$126,567.48
600-A	Mobilization	LS	1	\$7,096.56	Seven Thousand Ninety Six Dollars and Fifty Six Cents	\$7,096.56
618-A1	Concrete Sidewalk, 4" Thick (Incl Excavation)	SY	80	\$84.56	Eighty Four Dollars and Fifty Six Cents	\$6,764.80
618-D2	Handicap Ramp, Type 3C	EA	2	\$1,903.85	One Thousand Nine Hundred Three Dollars and Eighty Five Cents	\$3,807.70
618-D3	Handicap Ramp, Type 1B	EA	2	\$1,903.85	One Thousand Nine Hundred Three Dollars and Eighty Five Cents	\$3,807.70
618-D4	Handicap Ramp, Type 4	EA	5	\$1,977.31	One Thousand Nine Hundred Seventy Seven Dollars and Thirty One Cents	\$9,886.55
618-E	Truncated Dome Insert, New Construction	EA	9	\$302.20	Three Hundred Two Dollars and Twenty Cents	\$2,719.80
620-A	Minor Structure Concrete	CY	2	\$1,060.44	One Thousand Sixty Dollars and Forty Four Cents	\$2,120.88
621-C2	Inlet, Partial Top Modify to Curb Type	EA	3	\$2,450.55	Two Thousand Four Hundred Fifty Dollars and Fifty Five Cents	\$7,351.65
623-C	Combination Curb & Gutter	LF	200	\$44.23	Forty Four Dollars and Twenty Three Cents	\$8,846.00
690-A	Project Sign (Portable)	EA	2	\$145.88	One Hundred Forty Five Dollars and Eighty Eight Cents	\$291.76
703-A	Traffic Control Markings, Class 2, Type A	SF	200	\$7.69	Seven Dollars and Sixty Nine Cents	\$1,538.00
740-A	Traffic Control	LS	1	\$7,924.90	Seven Thousand Nine Hundred Twenty Four Dollars and Ninety Cents	\$7,924.90

698-A	Construction Fuel (Max Bid Limited to \$50,000)	LS	1	\$0.00	No Dollars and No Cents	\$0.00
999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	\$15,000.00	Fifteen Thousand Dollars and No Cents	\$15,000.00
ELMA Subtotal						\$246,487.71

City of Mobile Project No. 2024-3005-03 (Area 3 - General Bullard)
2024 CIP RESURFACING - CITY DISTRICTS 6 & 7

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
206-E2	Removal of Inlet Lid-Partial (All Types)	EA	16	\$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	\$8,703.36
206-E4	Remove Concrete Inlet Throats	EA	16	\$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	\$8,703.36
206-E5	Remove Concrete Valley Gutter	LF	300	\$13.74	Thirteen Dollars and Seventy Four Cents	\$4,122.00
408-A1	Planing (Milling) of Existing Pavement, 1" - 2" Thick	SY	16549	\$2.05	Two Dollars and Five Cents	\$33,925.45
429-A1	Improved Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters)	TON	1366	\$111.52	One Hundred Eleven Dollars and Fifty Two Cents	\$152,336.32
600-A	Mobilization	LS	1	\$6,245.43	Six Thousand Two Hundred Forty Five Dollars and Forty Three Cents	\$6,245.43
621-C2	Inlet, Partial Top Modify to Curb Type	EA	16	\$2,450.55	Two Thousand Four Hundred Fifty Dollars and Fifty Five Cents	\$39,208.80
623-A	Concrete Valley Gutter (Match Existing)	LF	300	\$44.23	Forty Four Dollars and Twenty Three Cents	\$13,269.00
690-A	Project Sign (Portable)	EA	2	\$145.88	One Hundred Forty Five Dollars and Eighty Eight Cents	\$291.76
703-A	Traffic Control Markings, Class 2, Type A	SF	200	\$7.69	Seven Dollars and Sixty Nine Cents	\$1,538.00
740-A	Traffic Control	LS	1	\$6,658.18	Six Thousand Six Hundred Fifty Eight Dollars and Eighteen Cents	\$6,658.18
698-A	Construction Fuel (Max Bid Limited to \$50,000)	LS	1	\$0.00	No Dollars and No Cents	\$0.00
999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	\$15,000.00	Fifteen Thousand Dollars and No Cents	\$15,000.00

GENERAL BULLARD Subtotal	\$290,001.66
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City of Mobile Project No. 2024-3005-03 (Area 4 - Western Hill)
2024 CIP RESURFACING - CITY DISTRICTS 6 & 7

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
206-C2	Removal Concrete Sidewalk (Incl Sawcutting All Depths)	SY	50	\$18.13	Eighteen Dollars and Thirteen Cents	\$906.50
206-C3	Removal Concrete Driveway (Incl Sawcutting All Depths)	SY	25	\$20.33	Twenty Dollars and Thirty Three Cents	\$508.25
206-D2	Removing Curb & Gutter (Incl Sawcutting)	LF	25	\$13.74	Thirteen Dollars and Seventy Four Cents	\$343.50
206-E2	Removal of Inlet Lid-Partial (All Types)	EA	4	\$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	\$2,175.84
206-E4	Remove Concrete Inlet Throats	EA	4	\$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	\$2,175.84
408-A1	Planing (Milling) of Existing Pavement, 1" - 2" Thick	SY	9682	\$2.33	Two Dollars and Thirty Three Cents	\$22,559.06
429-A1	Improved Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters)	TON	799	\$128.46	One Hundred Twenty Eight Dollars and Forty Six Cents	\$102,639.54
600-A	Mobilization	LS	1	\$6,245.43	Six Thousand Two Hundred Forty Five Dollars and Forty Three Cents	\$6,245.43
618-D3	Handicap Ramp, Type 1B	EA	6	\$1,903.85	One Thousand Nine Hundred Three Dollars and Eighty Five Cents	\$11,423.10
618-A1	Concrete Sidewalk, 4" Thick (Incl Excavation)	SY	50	\$84.56	Eighty Four Dollars and Fifty Six Cents	\$4,228.00
618-B	Concrete Driveway, 6" Thick (Incl Excavation)	SY	25	\$87.64	Eighty Seven Dollars and Sixty Four Cents	\$2,191.00
618-E	Truncated Dome Insert, New Construction	EA	6	\$302.20	Three Hundred Two Dollars and Twenty Cents	\$1,813.20
620-A	Minor Structure Concrete	CY	2	\$1,060.44	One Thousand Sixty Dollars and Forty Four Cents	\$2,120.88
621-C2	Inlet, Partial Top Modify to Curb Type	EA	4	\$2,450.55	Two Thousand Four Hundred Fifty Dollars and Fifty Five Cents	\$9,802.20
623-C	Combination Curb & Gutter	LF	25	\$44.23	Forty Four Dollars and Twenty Three Cents	\$1,105.75
690-A	Project Sign (Portable)	EA	2	\$145.88	One Hundred Forty Five Dollars and Eighty Eight Cents	\$291.76
703-A	Traffic Control Markings, Class 2, Type A	SF	200	\$7.69	Seven Dollars and Sixty Nine Cents	\$1,538.00
740-A	Traffic Control	LS	1	\$3,904.38	Three Thousand Nine Hundred Four Dollars and Thirty Eight Cents	\$3,904.38
698-A	Construction Fuel (Max Bid Limited to \$50,000)	LS	1	\$0.00	No Dollars and No Cents	\$0.00

999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	\$10,000.00	Ten Thousand Dollars and No Cents	\$10,000.00
WESTERN HILL Subtotal						\$185,972.23

City of Mobile Project No. 2024-3005-03 (Area 5 - Woodland)
2024 CIP RESURFACING - CITY DISTRICTS 6 & 7

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
206-C2	Removal Concrete Sidewalk (Incl Sawcutting All Depths)	SY	50	\$18.13	Eighteen Dollars and Thirteen Cents	\$906.50
206-D2	Removing Curb & Gutter (Incl Sawcutting)	LF	75	\$13.74	Thirteen Dollars and Seventy Four Cents	\$1,030.50
206-E2	Removal of Inlet Lid-Partial (All Types)	EA	2	\$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	\$1,087.92
206-E4	Remove Concrete Inlet Throats	EA	2	\$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	\$1,087.92
408-A1	Planing (Milling) of Existing Pavement, 1" - 2" Thick	SY	25658	\$1.76	One Dollar and Seventy Six Cents	\$45,158.08
429-A1	Improved Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters)	TON	2117	\$113.32	One Hundred Thirteen Dollars and Thirty Two Cents	\$239,898.44
600-A	Mobilization	LS	1	\$7,947.70	Seven Thousand Nine Hundred Forty Seven Dollars and Seventy Cents	\$7,947.70
618-D3	Handicap Ramp, Type 1B	EA	6	\$1,903.85	One Thousand Nine Hundred Three Dollars and Eighty Five Cents	\$11,423.10
618-A1	Concrete Sidewalk, 4" Thick (Incl Excavation)	SY	50	\$84.56	Eighty Four Dollars and Fifty Six Cents	\$4,228.00
618-E	Truncated Dome Insert, New Construction	EA	6	\$302.20	Three Hundred Two Dollars and Twenty Cents	\$1,813.20
620-A	Minor Structure Concrete	CY	2	\$1,060.44	One Thousand Sixty Dollars and Forty Four Cents	\$2,120.88
621-C2	Inlet, Partial Top Modify to Curb Type	EA	2	\$2,450.55	Two Thousand Four Hundred Fifty Dollars and Fifty Five Cents	\$4,901.10
623-C	Combination Curb & Gutter	LF	75	\$44.23	Forty Four Dollars and Twenty Three Cents	\$3,317.25
690-A	Project Sign (Portable)	EA	3	\$132.61	One Hundred Thirty Two Dollars and Sixty One Cents	\$397.83
703-A	Traffic Control Markings, Class 2, Type A	SF	300	\$7.69	Seven Dollars and Sixty Nine Cents	\$2,307.00
740-A	Traffic Control	LS	1	\$8,972.42	Eight Thousand Nine Hundred Seventy Two Dollars and Forty Two Cents	\$8,972.42
999-R	Rubber Rings (Raise City of Mobile Storm Sewers)	EA	20	\$28.58	Twenty Eight Dollars and Fifty Eight Cents	\$571.60
698-A	Construction Fuel (Max Bid Limited to \$50,000)	LS	1	\$0.00	No Dollars and No Cents	\$0.00

999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	\$10,000.00	Ten Thousand Dollars and No Cents	\$10,000.00
WOODLAND Subtotal						\$347,169.44

City of Mobile Project No. 2024-3005-03 (Area 6 - Kendrick Drive)
2024 CIP RESURFACING - CITY DISTRICTS 6 & 7

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
201-A	Clearing & Grubbing	AC	0.10	\$1,648.40	One Thousand Six Hundred Forty Eight Dollars and Forty Cents	\$164.84
206-C1	Pavement Removal (Incl Sawcutting)	SF	4,200	\$5.49	Five Dollars and Forty Nine Cents	\$23,058.00
206-D1	Removing Curb (Incl Sawcutting)	LF	40	\$13.74	Thirteen Dollars and Seventy Four Cents	\$549.60
206-D2	Removing Curb & Gutter (Incl Sawcutting)	LF	84	\$13.74	Thirteen Dollars and Seventy Four Cents	\$1,154.16
210-A	Unclassified Excavation (Truck Bed Measure)	CY	20	\$19.23	Nineteen Dollars and Twenty Three Cents	\$384.60
210-D	Borrowed Excavation (Truck Bed Measure)	CY	25	\$24.73	Twenty Four Dollars and Seventy Three Cents	\$618.25
301-A	Crushed Aggregate Base Course, Type B, 6" Thick	SY	860	\$30.77	Thirty Dollars and Seventy Seven Cents	\$26,462.20
408-A3	Planing (Milling) of Existing Pavement, 1/2" Thick	SY	920	\$7.74	Seven Dollars and Seventy Four Cents	\$7,120.80
429-A1	Improved Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters)	TON	150	\$157.46	One Hundred Fifty Seven Dollars and Forty Six Cents	\$23,619.00
429-B2	Improved Bituminous Concrete Binder Surface, Leveling, 1/2" Max Aggregate Size Mix, ESAL Range A/B Up To 165LBS/SY (Incl Tack Coat)	TON	30	\$294.16	Two Hundred Ninety Four Dollars and Sixteen Cents	\$8,824.80
600-A	Mobilization	LS	1	\$4,543.17	Four Thousand Five Hundred Forty Three Dollars and Seventeen Cents	\$4,543.17
620-A	Minor Structure Concrete	CY	3	\$1,060.44	One Thousand Sixty Dollars and Forty Four Cents	\$3,181.32
623-B1	Concrete Curb (Match In Kind)	LF	40	\$44.23	Forty Four Dollars and Twenty Three Cents	\$1,769.20
623-C	Combination Curb & Gutter	LF	84	\$44.23	Forty Four Dollars and Twenty Three Cents	\$3,715.32
650-A	Topsoil, 4" Thick (Truck Bed Measure)	CY	50	\$54.40	Fifty Four Dollars and Forty Cents	\$2,720.00
654-A	Solid Sodding (Match Existing)	SY	600	\$8.24	Eight Dollars and Twenty Four Cents	\$4,944.00
665--J	Silt Fence	LF	500	\$7.14	Seven Dollars and Fourteen Cents	\$3,570.00
665-O	Silt Fence Removal	LF	500	\$3.57	Three Dollars and Fifty Seven Cents	\$1,785.00

665-Q	Wattles	LF	50	\$17.86	Seventeen Dollars and Eighty Six Cents	\$893.00
690-A	Project Sign (Portable)	EA	1	\$145.87	One Hundred Forty Five Dollars and Eighty Seven Cents	\$145.87
703-A	Traffic Control Markings, Class 2, Type A	SF	100	\$7.69	Seven Dollars and Sixty Nine Cents	\$769.00
740-A	Traffic Control	LS	1	\$3,904.38	Three Thousand Nine Hundred Four Dollars and Thirty Eight Cents	\$3,904.38
698-A	Construction Fuel (Max Bid Limited to \$50,000)	LS	1	\$0.00	No Dollars and No Cents	\$0.00
999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	\$25,000.00	Twenty Five Thousand Dollars and No Cents	\$25,000.00

KENDRICK DRIVE Subtotal	\$148,896.51
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City of Mobile Project No. 2024-3005-03 (Area 7 - Jasper Rd)
2024 CIP RESURFACING - CITY DISTRICTS 6 & 7

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
429-A1	Improved Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat)	TON	158	\$153.59	One Hundred Fifty Three Dollars and Fifty Nine Cents	\$24,267.22
600-A	Mobilization	LS	1	\$4,543.17	Four Thousand Five Hundred Forty Three Dollars and Seventeen Cents	\$4,543.17
690-A	Project Sign (Portable)	EA	1	\$145.87	One Hundred Forty Five Dollars and Eighty Seven Cents	\$145.87
703-A	Traffic Control Markings, Class 2, Type A	SF	100	\$7.69	Seven Dollars and Sixty Nine Cents	\$769.00
740-A	Traffic Control	LS	1	\$3,904.38	Three Thousand Nine Hundred Four Dollars and Thirty Eight Cents	\$3,904.38
698-A	Construction Fuel (Max Bid Limited to \$50,000)	LS	1	\$0.00	No Dollars and No Cents	\$0.00
999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	\$5,000.00	Five Thousand Dollars and No Cents	\$5,000.00
JASPER RD Subtotal						\$38,629.64

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City of Mobile Project No. 2024-3005-03 (Area 8 - Knowles St)

2024 CIP RESURFACING - CITY DISTRICTS 6 & 7

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
206-D3	Removing Curb (asphalt)	LF	650	\$13.74	Thirteen Dollars and Seventy Four Cents	\$8,931.00
206-E2	Removal of Inlet Lid-Partial (All Types)	EA	12	\$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	\$6,527.52
206-E4	Remove Concrete Inlet Throats	EA	12	\$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	\$6,527.52
209-A2	Mailbox Reset (Standard)	EA	3	\$384.62	Three Hundred Eighty Four Dollars and Sixty Two Cents	\$1,153.86
408-A3	Planing (Milling) of Existing Pavement, 1/2" Thick	SY	2655	\$4.56	Four Dollars and Fifty Six Cents	\$12,106.80
429-A1	Improved Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters)	TON	219	\$135.47	One Hundred Thirty Five Dollars and Forty Seven Cents	\$29,667.93
600-A	Mobilization	LS	1	\$4,543.17	Four Thousand Five Hundred Forty Three Dollars and Seventeen Cents	\$4,543.17
620-A	Minor Structure Concrete	CY	3	\$1,060.44	One Thousand Sixty Dollars and Forty Four Cents	\$3,181.32
621-C2	Modified S-Inlet (Field Modified and Adjusted)	EA	12	\$4,890.11	Four Thousand Eight Hundred Ninety Dollars and Eleven Cents	\$58,681.32
623-A1	Concrete Curb (Type M9)	LF	2800	\$13.74	Thirteen Dollars and Seventy Four Cents	\$38,472.00
690-A	Project Sign (Portable)	EA	1	\$145.87	One Hundred Forty Five Dollars and Eighty Seven Cents	\$145.87
703-A	Traffic Control Markings, Class 2, Type A	SF	100	\$7.69	Seven Dollars and Sixty Nine Cents	\$769.00
740-A	Traffic Control	LS	1	\$3,904.38	Three Thousand Nine Hundred Four Dollars and Thirty Eight Cents	\$3,904.38
698-A	Construction Fuel (Max Bid Limited to \$50,000)	LS	1	\$0.00	No Dollars and No Cents	\$0.00
999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	\$20,000.00	Twenty Thousand Dollars and No Cents	\$20,000.00

KNOWLES ST Subtotal	\$194,611.69
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City of Mobile Project No. 2024-3005-03 (Area 9 - Powell Dr)
2024 CIP RESURFACING - CITY DISTRICTS 6 & 7

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
429-A1	Improved Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters)	TON	164	\$151.52	One Hundred Fifty One Dollars and Fifty Two Cents	\$24,849.28
600-A	Mobilization	LS	1	\$4,543.17	Four Thousand Five Hundred Forty Three Dollars and Seventeen Cents	\$4,543.17
690-A	Project Sign (Portable)	EA	1	\$145.87	One Hundred Forty Five Dollars and Eighty Seven Cents	\$145.87
703-A	Traffic Control Markings, Class 2, Type A	SF	100	\$7.69	Seven Dollars and Sixty Nine Cents	\$769.00
740-A	Traffic Control	LS	1	\$4,343.94	Four Thousand Three Hundred Forty Three Dollars and Ninety Four Cents	\$4,343.94
698-A	Construction Fuel (Max Bid Limited to \$50,000)	LS	1	\$0.00	No Dollars and No Cents	\$0.00
999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	\$5,000.00	Five Thousand Dollars and No Cents	\$5,000.00
POWELL DR Subtotal						\$39,651.26

City of Mobile Project No. 2024-3005-03 (Area 10 - Foxfire)
2024 CIP RESURFACING - CITY DISTRICTS 6 & 7

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
206-D2	Removing Curb & Gutter (Incl Sawcutting)	LF	50	\$13.74	Thirteen Dollars and Seventy Four Cents	\$687.00
206-D3	Removing Curb (Incl Sawcutting)	LF	50	\$13.74	Thirteen Dollars and Seventy Four Cents	\$687.00
206-E2	Removal of Inlet Lid-Partial (All Types)	EA	2	\$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	\$1,087.92
206-E4	Remove Concrete Inlet Throats	EA	2	\$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	\$1,087.92
408-A1	Planing (Milling) of Existing Pavement, 1" - 2" Thick	SY	5550	\$2.18	Two Dollars and Eighteen Cents	\$12,099.00
429-A1	Improved Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters)	TON	458	\$111.38	One Hundred Eleven Dollars and Thirty Eight Cents	\$51,012.04
600-A	Mobilization	LS	1	\$4,543.17	Four Thousand Five Hundred Forty Three Dollars and Seventeen Cents	\$4,543.17
620-A	Minor Structure Concrete	CY	1	\$1,060.44	One Thousand Sixty Dollars and Forty Four Cents	\$1,060.44
621-C2	Inlet, Partial Top Modify to Curb Type	EA	2	\$2,450.55	Two Thousand Four Hundred Fifty Dollars and Fifty Five Cents	\$4,901.10
623-B1	Concrete Curb (Match In Kind)	LF	50	\$44.23	Forty Four Dollars and Twenty Three Cents	\$2,211.50
623-C	Combination Curb & Gutter	LF	50	\$44.23	Forty Four Dollars and Twenty Three Cents	\$2,211.50
690-A	Project Sign (Portable)	EA	1	\$145.87	One Hundred Forty Five Dollars and Eighty Seven Cents	\$145.87
703-A	Traffic Control Markings, Class 2, Type A	SF	100	\$7.69	Seven Dollars and Sixty Nine Cents	\$769.00
740-A	Traffic Control	LS	1	\$3,904.38	Three Thousand Nine Hundred Four Dollars and Thirty Eight Cents	\$3,904.38
698-A	Construction Fuel (Max Bid Limited to \$50,000)	LS	1	\$0.00	No Dollars and No Cents	\$0.00
999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	\$10,000.00	Ten Thousand Dollars and No Cents	\$10,000.00
FOXFIRE Subtotal						\$96,407.84

City of Mobile Project No. 2024-3005-03 (Area 11 - Vanderbilt)
2024 CIP RESURFACING - CITY DISTRICTS 6 & 7

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
206-C2	Removal Concrete Sidewalk (Incl Sawcutting All Depths)	SY	200	\$18.13	Eighteen Dollars and Thirteen Cents	\$3,626.00
206-C3	Removal Concrete Driveway (Incl Sawcutting All Depths)	SY	100	\$20.33	Twenty Dollars and Thirty Three Cents	\$2,033.00
206-D2	Removing Curb & Gutter (Incl Sawcutting)	LF	300	\$13.74	Thirteen Dollars and Seventy Four Cents	\$4,122.00
206-E2	Removal of Inlet Lid-Partial (All Types)	EA	2	\$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	\$1,087.92
206-E4	Remove Concrete Inlet Throats	EA	2	\$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	\$1,087.92
408-A1	Planing (Milling) of Existing Pavement, 1" - 2" Thick	SY	40388	\$2.10	Two Dollars and Ten Cents	\$84,814.80
429-A1	Improved Bituminous Concrete Wearing Surface, 1 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 1651 BS/SY (Incl Tack Coat & Cleaning Gutters)	TON	3332	\$110.48	One Hundred Ten Dollars and Forty Eight Cents	\$368,119.36
600-A	Mobilization	LS	1	\$9,649.96	Nine Thousand Six Hundred Forty Nine Dollars and Ninety Six Cents	\$9,649.96
618-A1	Concrete Sidewalk, 4" Thick (Incl Excavation)	SY	100	\$84.56	Eighty Four Dollars and Fifty Six Cents	\$8,456.00
618-A2	Concrete Sidewalk, 5" Thick (Incl Excavation)	SY	20	\$87.64	Eighty Seven Dollars and Sixty Four Cents	\$1,752.80
618-B	Concrete Driveway, 6" Thick (Incl Excavation)	SY	100	\$87.64	Eighty Seven Dollars and Sixty Four Cents	\$8,764.00
618-D2	Handicap Ramp, Type 3C	EA	25	\$1,903.84	One Thousand Nine Hundred Three Dollars and Eighty Four Cents	\$47,596.00
618-D3	Handicap Ramp, Type 1B	EA	7	\$1,903.84	One Thousand Nine Hundred Three Dollars and Eighty Four Cents	\$13,326.88
618-D4	Handicap Ramp, Type 4	EA	1	\$1,977.31	One Thousand Nine Hundred Seventy Seven Dollars and Thirty One Cents	\$1,977.31
618-E	Truncated Dome Insert, New Construction	EA	33	\$302.20	Three Hundred Two Dollars and Twenty Cents	\$9,972.60
620-A	Minor Structure Concrete	CY	2	\$1,060.44	One Thousand Sixty Dollars and Forty Four Cents	\$2,120.88
621-C2	Inlet, Partial Top Modify to Curb Type	EA	2	\$2,456.04	Two Thousand Four Hundred Fifty Six Dollars and Four Cents	\$4,912.08
623-C	Combination Curb & Gutter	LF	300	\$44.23	Forty Four Dollars and Twenty Three Cents	\$13,269.00

690-A	Project Sign (Portable)	EA	2	\$145.88	One Hundred Forty Five Dollars and Eighty Eight Cents	\$291.76
703-A	Traffic Control Markings, Class 2, Type A	SF	800	\$7.69	Seven Dollars and Sixty Nine Cents	\$6,152.00
740-A	Traffic Control	LS	1	\$11,506.45	Eleven Thousand Five Hundred Six Dollars and Forty Five Cents	\$11,506.45
698-A	Construction Fuel (Max Bid Limited to \$50,000)	LS	1	\$0.00	No Dollars and No Cents	\$0.00
999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	\$25,000.00	Twenty Five Thousand Dollars and No Cents	\$25,000.00

VANDERBILT Subtotal	\$629,638.72
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City of Mobile Project No. 2024-3005-03 (Area 12 - West Hill Sub)
2024 CIP RESURFACING - CITY DISTRICTS 6 & 7

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
206-D1	Removing Concrete Valley Gutter (Incl Sawcutting All Depths)	LF	250	\$13.74	Thirteen Dollars and Seventy Four Cents	\$3,435.00
206-D2	Removing Curb & Gutter (Incl Sawcutting)	LF	50	\$13.74	Thirteen Dollars and Seventy Four Cents	\$687.00
206-D3	Removing Curb (Incl Sawcutting)	LF	50	\$13.74	Thirteen Dollars and Seventy Four Cents	\$687.00
206-E2	Removal of Inlet Lid-Partial (All Types)	EA	2	\$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	\$1,087.92
206-E4	Remove Concrete Inlet Throats	EA	2	\$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	\$1,087.92
408-A1	Planing (Milling) of Existing Pavement, 1" - 2" Thick	SY	18568	\$2.19	Two Dollars and Nineteen Cents	\$36,283.92
429-A1	Improved Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters)	TON	1367	\$111.50	One Hundred Eleven Dollars and Fifty Cents	\$152,420.50
600-A	Mobilization	LS	1	\$7,893.78	Seven Thousand Eight Hundred Ninety Three Dollars and Seventy Eight Cents	\$7,893.78
620-A	Minor Structure Concrete	CY	2	\$1,060.44	One Thousand Sixty Dollars and Forty Four Cents	\$2,120.88
621-C2	Inlet, Partial Top Modify to Curb Type	EA	2	\$2,450.55	Two Thousand Four Hundred Fifty Dollars and Fifty Five Cents	\$4,901.10
623-A	Concrete Valley Gutter, Match Existing	LF	250	\$44.23	Forty Four Dollars and Twenty Three Cents	\$11,057.50
623-B1	Concrete Curb (Match In Kind)	LF	50	\$44.23	Forty Four Dollars and Twenty Three Cents	\$2,211.50
623-C	Combination Curb & Gutter	LF	50	\$44.23	Forty Four Dollars and Twenty Three Cents	\$2,211.50
690-A	Project Sign (Portable)	EA	3	\$145.87	One Hundred Forty Five Dollars and Eighty Seven Cents	\$437.61
703-A	Traffic Control Markings, Class 2, Type A	SF	300	\$7.69	Seven Dollars and Sixty Nine Cents	\$2,307.00
740-A	Traffic Control	LS	1	\$6,658.18	Six Thousand Six Hundred Fifty Eight Dollars and Eighteen Cents	\$6,658.18
999-R	Rubber Rings (Raise City of Mobile Storm Sewers)	EA	5	\$28.58	Twenty Eight Dollars and Fifty Eight Cents	\$142.90
698-A	Construction Fuel (Max Bid Limited to \$50,000)	LS	1	\$0.00	No Dollars and No Cents	\$0.00

999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	\$10,000.00	Ten Thousand Dollars and No Cents	\$10,000.00
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WEST HILL SUB Subtotal	\$245,631.21
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City of Mobile Project No. 2024-3005-03 (Area 13 - Parkway Dr)
2024 CIP RESURFACING - CITY DISTRICTS 6 & 7

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
201-A	Clearing & Grubbing	AC	0.06	\$1,648.33	One Thousand Six Hundred Forty Eight Dollars and Thirty Three Cents	\$98.90
206-C1	Pavement Removal (Incl Sawcutting)	SF	4,400	\$5.49	Five Dollars and Forty Nine Cents	\$24,156.00
210-A	Unclassified Excavation (Truck Bed Measure)	CY	75	\$19.23	Nineteen Dollars and Twenty Three Cents	\$1,442.25
210-D	Borrowed Excavation (Truck Bed Measure)	CY	30	\$24.73	Twenty Four Dollars and Seventy Three Cents	\$741.90
301-A	Crushed Aggregate Base Course, Type B, 6" Thick	SY	810	\$30.77	Thirty Dollars and Seventy Seven Cents	\$24,923.70
408-A3	Planing (Milling) of Existing Pavement, 1-1/2" Thick	SY	195	\$37.87	Thirty Seven Dollars and Eighty Seven Cents	\$7,384.65
408-A3	Planing (Milling) of Existing Pavement, 1/2" Thick	SY	650	\$11.36	Eleven Dollars and Thirty Six Cents	\$7,384.00
429-A1	Improved Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165L BS/SY (Incl Tack Coat & Cleaning Gutters)	TON	135	\$166.09	One Hundred Sixty Six Dollars and Nine Cents	\$22,422.15
429-B2	Improved Bituminous Concrete Binder Surface, Leveling, 1/2" Max Aggregate Size Mix, ESAL Range A/B Up To 165L BS/SY (Incl Tack Coat)	TON	65	\$254.07	Two Hundred Fifty Four Dollars and Seven Cents	\$16,514.55
600-A	Mobilization	LS	1	\$5,394.30	Five Thousand Three Hundred Ninety Four Dollars and Thirty Cents	\$5,394.30
620-A	Minor Structure Concrete	CY	3	\$1,060.44	One Thousand Sixty Dollars and Forty Four Cents	\$3,181.32
650-A	Topsoil, 4" Thick (Truck Bed Measure)	CY	50	\$54.40	Fifty Four Dollars and Forty Cents	\$2,720.00
654-A	Solid Sodding (Match Existing)	SY	1300	\$8.24	Eight Dollars and Twenty Four Cents	\$10,712.00
665-J	Silt Fence	LF	500	\$7.69	Seven Dollars and Sixty Nine Cents	\$3,845.00
665-O	Silt Fence Removal	LF	500	\$2.20	Two Dollars and Twenty Cents	\$1,100.00
665-Q	Wattles	LF	50	\$12.09	Twelve Dollars and Nine Cents	\$604.50
690-A	Project Sign (Portable)	EA	1	\$145.87	One Hundred Forty Five Dollars and Eighty Seven Cents	\$145.87
703-A	Traffic Control Markings, Class 2, Type A	SF	100	\$7.69	Seven Dollars and Sixty Nine Cents	\$769.00

740-A	Traffic Control	LS	1	\$3,904.38	Three Thousand Nine Hundred Four Dollars and Thirty Eight Cents	\$3,904.38
698-A	Construction Fuel (Max Bid Limited to \$50,000)	LS	1	\$0.00	No Dollars and No Cents	\$0.00
999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	\$25,000.00	Twenty Five Thousand Dollars and No Cents	\$25,000.00
PARKWAY DR Subtotal						\$162,444.47

City of Mobile Project No. 2024-3005-03 (Guardrails)
2024 CIP RESURFACING - CITY DISTRICTS 6 & 7

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
630-A	<u>Hillcrest @ Halls Mills Creek</u> Steel Beam Guardrail Class A, Type 2	LF	40	\$22.91	Twenty Two Dollars and Ninety One Cents	\$916.40
630-C2	<u>Hillcrest @ Halls Mills Creek</u> Guardrail End Anchor Type 20 (MASH)	EA	1	\$3,516.48	Three Thousand Five Hundred Sixteen Dollars and Forty Eight Cents	\$3,516.48
630-C3	<u>Hillcrest @ Halls Mills Creek</u> Guardrail End Anchor Box End	EA	1	\$274.73	Two Hundred Seventy Four Dollars and Seventy Three Cents	\$274.73
631-B1	<u>Hillcrest @ Halls Mills Creek</u> New Post and Spacer Blocks	EA	5	\$104.40	One Hundred Four Dollars and Forty Cents	\$522.00
631-G1	<u>Hillcrest @ Halls Mills Creek</u> Steel Beam Guardrail Class A, Type 2	EA	1	\$27.47	Twenty Seven Dollars and Forty Seven Cents	\$27.47
630-A	<u>3476 Springhill WB</u> Steel Beam Guardrail Class A, Type 2	LF	20	\$22.91	Twenty Two Dollars and Ninety One Cents	\$458.20
630-C2	<u>3476 Springhill WB</u> Guardrail End Anchor Type 20 (MASH)	EA	1	\$3,516.48	Three Thousand Five Hundred Sixteen Dollars and Forty Eight Cents	\$3,516.48
630-C3	<u>3476 Springhill WB</u> Guardrail End Anchor Box End	EA	1	\$274.73	Two Hundred Seventy Four Dollars and Seventy Three Cents	\$274.73
631-B1	<u>3476 Springhill WB</u> New Post and Spacer Blocks	EA	3	\$104.40	One Hundred Four Dollars and Forty Cents	\$313.20
631-G1	<u>3476 Springhill WB</u> Steel Beam Guardrail Class A, Type 2	EA	1	\$27.47	Twenty Seven Dollars and Forty Seven Cents	\$27.47
630-A	<u>Springhill and Dalewood</u> Steel Beam Guardrail Class A, Type 2	LF	20	\$33.90	Thirty Three Dollars and Ninety Cents	\$678.00
630-C2	<u>Springhill and Dalewood</u> Guardrail End Anchor Type 20 (MASH)	EA	1	\$3,516.48	Three Thousand Five Hundred Sixteen Dollars and Forty Eight Cents	\$3,516.48
630-C3	<u>Springhill and Dalewood</u> Guardrail End Anchor Box End	EA	1	\$274.73	Two Hundred Seventy Four Dollars and Seventy Three Cents	\$274.73
631-B1	<u>Springhill and Dalewood</u> New Post and Spacer Blocks	EA	3	\$126.37	One Hundred Twenty Six Dollars and Thirty Seven Cents	\$379.11
631-G1	<u>Springhill and Dalewood</u> Steel Beam Guardrail Class A, Type 2	EA	1	\$27.47	Twenty Seven Dollars and Forty Seven Cents	\$27.47
631-B1	<u>Gaillard Drive</u> Replace Existing Wood Posts w/New Wood Posts and Spacer Blocks (Complete)	EA	28	\$170.33	One Hundred Seventy Dollars and Thirty Three Cents	\$4,769.24
600-A	Mobilization (All Guardrail Sites)	LS	1	\$555.55	Five Hundred Fifty Five Dollars and Fifty Five Cents	\$555.55
652-A	Seeding	ACRE	0.25	\$2,197.80	Two Thousand One Hundred Ninety Seven Dollars and Eighty Cents	\$549.45

654-A	Solid Sodding (Match Existing)	SY	50	\$8.79	Eight Dollars and Seventy Nine Cents	\$439.50
665-J	Silt Fence	LF	100	\$7.69	Seven Dollars and Sixty Nine Cents	\$769.00
665-O	Silt Fence Removal	LF	100	\$2.20	Two Dollars and Twenty Cents	\$220.00
665-Q	Wattles	LF	50	\$12.09	Twelve Dollars and Nine Cents	\$604.50
674-A	Construction Safety Fence	LF	100	\$5.49	Five Dollars and Forty Nine Cents	\$549.00
665-T	Floating Basin Booms	LF	100	\$27.47	Twenty Seven Dollars and Forty Seven Cents	\$2,747.00
999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	\$20,000.00	Twenty Thousand Dollars and No Cents	\$20,000.00
GUARDRAILS Subtotal						\$45,926.19

BID TOTALS	
AREA 1 - BLUE RIDGE Subtotal	\$118,398.79
AREA 2 - ELMA Subtotal	\$246,487.71
AREA 3 - GENERAL BULLARD Subtotal	\$290,001.66
AREA 4 - WESTERN HILL Subtotal	\$185,972.23
AREA 5 - WOODLAND Subtotal	\$347,169.44
AREA 6 - KENDRICK DR Subtotal	\$148,896.51
AREA 7 - JASPER RD Subtotal	\$38,629.64
AREA 8 - KNOWLES ST Subtotal	\$194,611.69
AREA 9 - POWELL DR Subtotal	\$39,651.26
AREA 10 - FOXFIRE RD Subtotal	\$96,407.84
AREA 11 - VANDERBILT Subtotal	\$629,638.72
AREA 12 - WEST HILL SUB Subtotal	\$245,631.21
AREA 13 - PARKWAY DR Subtotal	\$162,444.47
GUARDRAILS Subtotal	\$45,926.19
*TOTAL PROJECT BID	\$2,789,867.36

(Total of Subtotals)

*** Project will be awarded on the "Total Project Bid" value**

2024 CIP RESURFACING – CITY COUNCIL DISTRICTS 6 & 7
PROJECT NO. 2024-3005-03

Total Project Bid

Total (All items listed in Proposal) 2,789,867.36

Written in words TWO MILLION SEVEN HUNDRED EIGHTY NINE THOUSAND EIGHT HUNDRED SIXTY SEVEN DOLLARS & THIRTY SIX CENTS :

Number of working days to complete 180

Signature of Bidder _____
(If a firm or individual)

Address of Bidder _____

By _____

Signature of Bidder H.O. Weaver & Sons, Inc.
(If a corporation)

By [Signature]
President

Business 7450 HOWELL FERRY RD.
Address MOBILE, AL 36618

[Signature]
Secretary

Business " "
Address _____

[Signature]
Treasurer

Business " "
Address _____

(Corporate Seal)

Name of State under the Laws of which
the Corporation was chartered: ALABAMA

ATTEST: [Signature]
Asst. Secretary

2637
State License Number

Corporate Seal

STATE OF ALABAMA



BID LIMIT: U AMOUNT: UNLIMITED
LICENSE NO.: 2637
TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

H O WEAVER & SONS INC

MOBILE, AL 36618

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

BC: BUILDING CONSTRUCTION, H/RR: HEAVY AND RAILROAD, HS: HIGHWAYS AND STREETS, MU: MUNICIPAL AND UTILITY

until July 31, 2024 when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

18th day of July, 2023

SECRETARY-TREASURER

Michael B. Ten

CHAIRMAN

Charles A. Carole, Jr.

196602

**2024 CIP RESURFACING – CITY COUNCIL DISTRICTS 6 & 7
PROJECT NO. 2024-3005-03**

**ITEM IV
BID BOND**

KNOW ALL MEN BY THESE PRESENT:

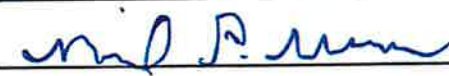
That H.O. Weaver & Sons, Inc.
(Name of Contractor)
P.O. Box 8039, Mobile, Alabama 36689
(Address)
as Principal, and Western Surety Company
(Name of Surety)
151 N. Franklin Street, Chicago, IL 60606
(Address)

as Surety, are held firmly bound unto the City of Mobile, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of five percent (5%) of amount bid (maximum amount of Bond is \$10,000) lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal is herewith submitting its proposal for **2024 CIP RESURFACING CITY COUNCIL DISTRICTS 6 & 7, City of Mobile Project No. 2024-3005-03**. The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation is to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed \$10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered April 24, 2024 (Date)

H.O. Weaver & Sons, Inc. (Contracting Firm)

Witness as to Principal By:  (SEAL)

Western Surety Company (Name of Surety)

COUNTERSIGNED:

Alabama Resident Agent By  Joshua Price - Attorney-in-Fact

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Renee Ellis, Paul B Scott Jr, David J Durden, Joshua Price, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature - In Unlimited Amounts - for any and all surety bonds and any and all consents required by the State Department of Transportation of the State of Florida, incident to the release of retained percentages and/or estimates on engineering and/or construction contracts - and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 6th day of January, 2022.



WESTERN SURETY COMPANY

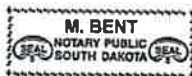
Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 6th day of January, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent
M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 24th day of April, 2024.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we H. O. Weaver & Sons, Inc.
_____ as Principal and Western Surety Company

_____ as Surety, are held and firmly bound unto said City of Mobile, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of * _____ Dollars (\$ 2,789,867.36) lawful money of the United States, for the payment of which sum 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 _____, 20____ (hereinafter called the Contract) for 2024 CIP Resurfacing - City Council Districts 6 & 7 which Contract the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, all subcontractors to whom any portion of the work in said Contract is sublet, 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 addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the successful claimant or plaintiffs in suits or claims against the CONTRACTOR arising out of or in connection with the said Contract, then the above obligation 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 projection 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 CITY, in which the work provided for in said Contract is to be performed or in any CITY in which said Principal or 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 the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint the Mayor of the City of Mobile, Mobile County, State of Alabama, or his successor or representative, as the agent of each of them to receive and accept services 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.

(c) The Surety shall not be liable hereunder for any damage or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

* Two million seven hundred Eighty nine Thousand Eight hundred Sixty seven and $\frac{36}{100}$

2024 CIP RESURFACING – CITY COUNCIL DISTRICTS 6 & 7
PROJECT NO. 2024-3005-03

(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 one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this _____ day of _____
20____.

Individual Principals sign here

_____(SEAL)

_____(SEAL)

_____(SEAL)

In the presence of:

H. O. Weaver & Sons, Inc.

(Corporate Name)

BY: [Signature]
(Signature)

ITS: President
(Title)



ATTEST:
[Signature]
(Signature)
ITS: witness

Western Surety Company

(Surety sign here)(Corporate name)

BY: [Signature]
(Signature) **Joshua Price**

ITS: Attorney-in-Fact
(Title)



ATTEST:
[Signature]
(Signature)
ITS: witness

Corporate Seal

(Title)

2024 CIP RESURFACING – CITY COUNCIL DISTRICTS 6 & 7
PROJECT NO. 2024-3005-03

ITEM VI
PERFORMANCE BOND

H. O. Weaver & Sons, Inc.

KNOW ALL MEN: That we _____
(Name of Contractor)

a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

Western Surety Company, 151 N. Franklin St., Chicago, IL 60606

(Name and Address or legal title of one or more sureties)

hereinafter called the "Surety" or "Sureties", are held and firmly bound unto the Council of the City of Mobile, Alabama hereinafter called the "Owner", in the sum of Two million Seven hundred Eighty Nine Thousand Eight Hundred Sixty Seven and ³⁶/₁₀₀ dollars (\$ _____), for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated _____, 20____, entered into a Contract with the Owner for 2024 CIP Resurfacing - City Council Districts 6 & 7 which agreement is by reference made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, thence this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit action or proceedings by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further that the said Surety, or Sureties, for the value received hereby stipulate and agree that no charge, extension of time or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

2024 CIP RESURFACING – CITY COUNCIL DISTRICTS 6 & 7
PROJECT NO. 2024-3005-03

SIGNED, SEALED AND DELIVERED this _____ day of _____
20____.

Individual Principals sign here

_____(SEAL)

_____(SEAL)

_____(SEAL)

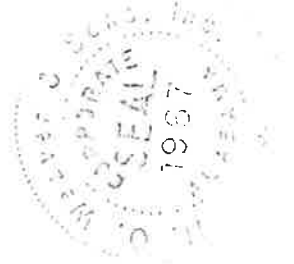
In the presence of:

H. O. Weaver & Sons, Inc.

(Corporate Name)

BY: *Paul P. Weaver*
(Signature)

ITS: President
(Title)



ATTEST:

Lynn Stimpfle
(Signature)
ITS: Witness

Western Surety Company

(Surety sign here)(Corporate name)

BY: *Joshua Price*
(Signature)

ITS: Attorney-in-Fact
(Title)



ATTEST:

Witness
(Signature)
ITS: Witness

Corporate Seal

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Renee Ellis, Paul B Scott Jr, David J Durden, Joshua Price, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature – In Unlimited Amounts - for any and all surety bonds and any and all consents required by the State Department of Transportation of the State of Florida, incident to the release of retained percentages and/or estimates on engineering and/or construction contracts - and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 6th day of January, 2022.



WESTERN SURETY COMPANY

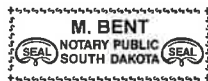
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 6th day of January, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this day of , .



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

**2024 CIP RESURFACING – CITY COUNCIL DISTRICTS 6 & 7
PROJECT NO. 2024-3005-03**

During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.
2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.
3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.
4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.
5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

**ITEM VII
INSURANCE**

Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

Contractor shall name the City of Mobile as an additional insured.

1. 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.

2. Comprehensive General Liability Insurance:

a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.

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.

3. 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.

4. 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.

5. 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. A sample Certificate of Liability Insurance form, including the policy endorsement requirements is attached for Contractor's reference.

ITEM VIII
SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:
 - (a) **Limitations:** The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor, with his own organization.
 - (b) **Subcontractor's Status:** A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all subcontractors' work, including failures or omissions; and his removal may be required by the City Engineer, as in the case of an employee.
2. The contractor shall not sublet the contract on any portion thereof without written permission from the City Engineer. If consent is given, the contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than fifty (50%) percent of the total contract price. The performance of the contract may not be assigned.
3. The City Engineering Department reserves the right to disqualify or refuse to award the contract to a prospective bidder for the following reasons:
 - (a) Uncompleted work which, in the judgment of the City Engineering Department, might hinder or prevent the prompt completion of additional work if awarded.
 - (b) Failure to pay or satisfactorily settle all bills due to labor and material on former contracts in force at the time of issuance of proposals.
 - (c) Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered as outlined in Sub article 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. Disqualification

Addendum No. 0001 (Issued 4-19-2024)
2024 CIP RESURFACING – CITY COUNCIL DISTRICTS 6 & 7
PROJECT NO. 2024-3005-03

applies to bidding as a prime contractor or doing any subcontract work for a prime contractor.

- (d) The Owner, reserves the right to reject any Bidder who has previously failed to perform properly or complete on time contracts of similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.
- 4. The successful bidder shall make every reasonable effort to have at least **five (5%)** percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile DBE Compliance Form (See Attachment C) must be submitted with the bid documents.
- 5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the Engineering Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.
- 6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.
- 7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.
- 8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.
- 9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.
- 10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.
- 11. **The contractor shall provide maintenance for a period of one year from final acceptance of the work. This maintenance work shall include furnishing all materials, labor, and incidentals necessary to maintain the project in acceptable condition as determined by the City Engineering Department. This maintenance for a one year period shall be provided with no additional compensation.**
- 12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the Alabama Department of Transportation Standard Specifications for Highway

**2024 CIP RESURFACING – CITY COUNCIL DISTRICTS 6 & 7
PROJECT NO. 2024-3005-03**

applies to bidding as a prime contractor or doing any subcontract work for a prime contractor.

- (d) The Owner, reserves the right to reject any Bidder who has previously failed to perform properly or complete on time contracts of similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.
- 4. The successful bidder shall make every reasonable effort to have at least fifteen (15%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile DBE Compliance Form (See Attachment C) must be submitted with the bid documents.
- 5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the Engineering Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.
- 6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.
- 7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.
- 8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.
- 9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.
- 10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.
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- 12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the Alabama Department of Transportation Standard Specifications for Highway

2024 CIP RESURFACING – CITY COUNCIL DISTRICTS 6 & 7
PROJECT NO. 2024-3005-03

Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Engineer.

13. The Contractor shall have on the job site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the City Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Engineer without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.
14. The contractor shall take all necessary precautions for the protection of the work and safety and comfort of the general work. Such work shall comply with applicable spec sections of Items 104 and 107. There will be no compensation for this work.
15. **The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.**
16. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the City Engineer unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project (no said pay item).

17. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).
18. **The contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction.** Such plan shall include required signs, detour routes, barricades, lights, drums, cones, etc., to comply with Article 104.04 of the

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Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. There will be no direct compensation for said traffic control plan preparation and all required materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until the project is complete and any other incidentals necessary to complete the job, shall be subsidiary of Item No. 600A, Mobilization. The contractor shall restore all existing traffic mechanisms to original condition.

19. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.
20. The Contractor at no direct payment will support any utilities encountered during construction, requiring support. Contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of clearing & grubbing (no direct payment).
21. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contract's expense, and shall be absorbed in other bid items. All construction entrances to the site of work shall have aggregate surfacing placed over filter fabric for a minimum of fifty (50) linear feet from the adjacent connecting roadway, by an appropriate width, in an effort to minimize the transportation of sediment onto existing roadways. All areas shall be restored to their preconstruction condition after project completion. Any damage to the asphalt wearing surface beyond the limits of construction, as determined by the Engineer or Owner, shall be repaired at no cost to the Owner. Any traffic control required to complete such repairs shall be in accordance with **FHWA 2009 MUTCD with Revisions 1, 2, and 3, July 2022** and at no cost to the Owner.
22. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.
23. It shall be the responsibility of the contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the Engineer shall be replaced at no additional cost to the project.
24. Contactor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Sub articles 206.4(c) and 201.03(d) of the Standard Specifications.**

The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City Engineering staff will monitor the disposal of construction materials for compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.

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25. All salvageable material from the project shall be stored on the project at locations designated by the City Engineer. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.
26. Existing excavated material suitable for use as backfill, embankments, etc. shall be used on the project at no direct payment. Additional material required and compaction of the additional fill material shall be paid for under Item 210-D and Section 306.03 of the Standard Specifications.
27. Existing topsoil material suitable for use on the project shall be stockpiled and utilized at no direct payment. Additional topsoil required shall be paid for under Item 650-A, as designated in the Standard Specifications and will be measured by Truck Bed Measurement.
28. All water and sanitary sewer work shall comply with the **Mobile Area Water and Sewer System (MAWSS)** Standard Specifications, latest edition. All MAWSS work, whether by prime or subcontractor, shall be accomplished by an experienced contractor, familiar with MAWSS construction and specifications. The Engineer may require the Contractor to provide necessary documentation explaining such experience before permission to accomplish work is granted.
29. The project site shall be kept clean at all times. Loose dirt, materials, excavation, etc. shall be kept cleared from streets, walks, ditches, etc. The Owner reserves the right to demand that the Contractor's forces be diverted to clean up whenever conditions warrant such diversion. Diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.
30. The contractor shall take whatever steps are necessary to insure that dust is controlled during operations.
31. If provided in the Bid Schedule, accepted Concrete Combination Curb and Gutter, as designated in the Standard Specifications, will be measured in linear feet, complete, in place, along the base of the curb face. Measurement for payment will not extend across driveways or inlets.
32. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.
33. Project Documentation: Prior to the start of construction, the Contractor shall document any features or items of interest or importance by the use of photography and/or videotapes. **At least two (2) copies of video and/or photos shall be made.** City Engineer shall retain one set. Prints and/or tapes shall be delivered to the City Engineer within one week after they are made.
34. It is the sole responsibility of the Contractor to protect his/her equipment. The owner or the engineer shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.

Addendum No. 0001 (Issued 4-19-2024)
2024 CIP RESURFACING – CITY COUNCIL DISTRICTS 6 & 7
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35. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the Engineer that this has been accomplished. Notifying property owners is considered incidental to the project.
- ~~36. The relocation of signs and mailboxes shall be considered a subsidiary obligation of the project.~~
37. Any damage to private property beyond the limits required to install the storm drain system, sidewalk, curbing, etc., as determined by the Engineer, shall be repaired at the Contractor's expense.
38. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing landscaping items located within the project area. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.
39. There shall be no adjustment to fuel or asphalt index for this project. See Item No. 698-A for limits.
40. The contractor shall be responsible for implementing and maintaining any and all necessary environmental control measures in accordance with all Local, State, and Federal laws and requirements. This includes protection from concrete surface preparations, erosion and sediment controls, as well as a result from any other construction related activities. There will be no direct payment for the materials, equipment, labor or other incidentals required to fulfill this requirement, shall be subsidiary of Item No. 600A, Mobilization.
41. The Contractor shall provide, install and maintain all temporary erosion control measures shown on the drawings. Wattles, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained throughout the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The Engineer shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Additionally, the Contractor shall implement any and all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution.
42. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.
43. All projects and construction sites 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 Stormwater Management on Construction Sites and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

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43. All projects and construction sites 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 Stormwater Management on Construction Sites and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

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Any fines, penalties, or judgments assessed to City of Mobile, its agents or representatives due to inadequately installed or maintained erosion control shall be the responsibility of the Contractor. The Contractor shall indemnify and hold harmless the Engineer, City of Mobile, its agents or representatives from all claims resulting, all or in part, from inadequately installed or maintained erosion control.

44. Working hours on certain streets will be limited. See Map Book construction plans. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.
45. Workmen shall wear reflectorized jackets.
46. At intersections, the City Project Inspectors shall determine the limits to mill and resurface.
47. All traffic control configurations shall be restored to their original patterns, unless otherwise directed by the Traffic Engineering Director.
48. Reflective Hot tape or 3M-brand reflective roll tape may be allowed to be substituted for thermoplastic paint on Item 703-A. Traffic Engineering must approve any substitutions before use.
49. The Engineer will prepare an estimate once each month for work completed.
50. **For planning purposes, an anticipated paving schedule for each of the thirteen work areas shall be submitted to the Engineer one week prior to beginning of work.**

ITEM IX
ARTICLES OF AGREEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)

(Executed in Quintuplicate)

(1) THIS AGREEMENT made and concluded this 17th day of May, 20 24, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and H. O. Weaver & Sons, Inc., party of the second part.

WITNESSETH: That the said party of the second part has agreed and by these present does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at their/his own proper cost and expense, all the necessary materials, equipment and labor, of every description and to carry out and complete in a good, firm and substantial manner the following:

Project Name: 2024 CIP RESURFACING CITY COUNCIL DISTRICTS 6 & 7

Project No: 2024-3005-03

Project Description: Asphalt milling, asphalt overlaying, road repairs, striping and markings

Major work items include: Asphalt milling and overlaying

City of Mobile Project Number **2024-3005-03**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (**estimated to total \$2,789,867.36**) in strict accordance with this contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

CITY:

(2) Wherever the word "CITY" is used, it shall refer to the City of Mobile, Alabama.

COUNCIL:

(3) Whenever the word "COUNCIL" is used in the Specifications, it shall refer to the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT:

(4) Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Contractor setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Contract includes the invitation for bids, proposal, contract forms and contract bonds, specifications, supplemental specifications, special provisions, general and detailed plans, these Articles of Agreement, notice to proceed, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

CONTRACTOR:

(5) Whenever the word "CONTRACTOR" is used it shall be held to mean any individual, corporation, partnership, or other entity selected to perform any or all construction services. The contractor shall be eligible to bid Alabama Department of Transportation projects at the time of the prebid conference to be considered a valid bidder for this project.

CITY ENGINEER:

(6) Whenever the word "CITY ENGINEER" is used, it shall refer to the CITY ENGINEER for the City of Mobile or his appointed assistants.

ENGINEER:

(7) The engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company so assigned to this project is **DORSEY & DORSEY ENGINEERING, INC., 251-605-2023.**

AUTHORITY OF THE CITY ENGINEER:

(8) The CITY ENGINEER will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the CONTRACTOR.

The CITY ENGINEER shall have the authority to withhold further payment or to suspend the work wholly or in part due to failure of the CONTRACTOR to correct conditions unsafe for the workmen or the general public; failure to carry out provisions of the contract; failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions unsuitable for prosecution of the work; or for any other conditions or reason deemed to be in the public interest.

DUTIES OF THE CONTRACTOR:

(9) The work performed under this contract and agreement shall be in strict compliance with the "State of Alabama Highway Department Standard Specifications for Highway Construction", 2018 Edition, with all latest additions and modifications by the Engineering Department of the City of Mobile and with the plans on file in the office of the CITY ENGINEER or as noted herein.

ARBITRATOR:

(10) Both parties to this contract hereby agree that the CITY ENGINEER shall act as referee in all questions and disputes arising under the terms of this Contract between the parties thereto and that the decision of the CITY ENGINEER in all such cases shall be final.

STANDARD SPECIFICATIONS:

(11) Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to State of Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, a copy of which is on file in the office of the CITY ENGINEER.

WAGE SCALE:

(12) The CONTRACTOR will be required to pay the prevailing wage rates for this district that are applicable to the trades engaged in the several different lines of work.

APPOINTMENT AND AUTHORITY OF INSPECTORS:

(13) The CITY ENGINEER may appoint such inspectors, assistants, or representatives as he deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials until any questions at issue can be referred to and decided by the CITY ENGINEER.

The CITY ENGINEER reserves the right to require replacement of any inspector considered to be unqualified for the work.

INSPECTION:

(14) Inspection and acceptance of materials and construction during the progress of the work shall not relieve the CONTRACTOR from any of the obligations assumed under this contract to furnish materials and to perform work strictly in accordance with its terms, and any work in accordance therewith (although overlooked and passed), shall be made good and inferior materials shall be removed and replaced with proper materials upon the demand of the CITY ENGINEER at any time prior to the completion of the work and its acceptance by the CITY ENGINEER.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

(15) If the work of any person employed by the CONTRACTOR should appear to the CITY ENGINEER to be incompetent or disorderly, he shall be immediately discharged upon the request of the CITY ENGINEER.

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

(16) Should the COUNCIL deem it proper or necessary in the execution of the work to make any alterations, which shall increase or diminish the quantities or the expense, such alterations or reductions shall not validate or annul the contract or agreement hereby entered into. The said COUNCIL shall determine the value of the work to be added or omitted; such value to be added to or to be deducted from the contract price as the case may be.

No claim whatever shall be made by the CONTRACTOR for extra materials or work, or for a greater amount of money than is herein stipulated to be paid, unless some changes in or additions to said work requiring additional outlay by the CONTRACTOR shall first have been ordered, in writing, by the said COUNCIL on application of the CITY ENGINEER. Said writing will be attached to the contract for the making of said improvements, stating that such work is not included in the contract, what the extras are and that such are necessary for the proper completion of the work, or for the security of the work previously done and the reason therefor.

RESPONSIBILITY FOR ACCIDENTS:

(17) The CONTRACTOR covenants to and shall defend, hold harmless, indemnify and exonerate the CITY and any of its officers, directors and employees of and from any and all claims, demands, liability, losses, damages, suits and/or judgments, whether frivolous or otherwise of any character, arising out of, or connected with, the work covered by this contract, regardless of how it may be caused. The CONTRACTOR shall be responsible for providing the City of Mobile and any of its officers, directors, and employees a defense and paying all costs of defending it and investigating said claims, including attorney's fees and expenses.

WORK TO BE PROSECUTED AS DIRECTED:

(18) All work shall be done according to the direction of the CITY ENGINEER or his authorized assistant.

GENERAL COMPLIANCE WITH LAWS:

(19) The Contractor shall comply with the provisions of the labor laws, state laws and federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement, and procure all necessary licenses and permits.

SUSPENSION OF WORK:

(20) If, in the opinion of the CITY ENGINEER, during the progress of the work the conditions of the weather make it inexpedient or hazardous to proceed with the same, or if the public need seems to demand a temporary suspension, prosecution of the project shall cease for such a period as the CITY ENGINEER may direct in writing. No allowance will be made to the CONTRACTOR for damages alleged to have been sustained on account of such suspension of the work. The period of such cessation shall be determined and recorded by the CITY ENGINEER and shall be added to the time herein specified for the completion of the work. It is further agreed that in case of any legal obstruction or injunction affecting the prosecution of the work, such delay shall extend the time of completion of such part or parts of the work as obstructed and delayed for the length of time the obstruction continued and no longer. No damages shall be claimed or allowed the CONTRACTOR by reason of such unavoidable delay.

DELAYS:

(21) Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this contract, or to prevent the abrogation of this contract on account of the violations of its terms or the enforcement and collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to prosecute the work or to furnish materials to the extent that, in the opinion of the CITY ENGINEER, it becomes necessary to insure the completion within the limit of time specified to this contract, the CITY ENGINEER shall serve a warning to the CONTRACTOR requiring him to provide the means or material to insure the completion of work. Should such warning be disregarded to the extent that unnecessary and unreasonable delay is likely, in the opinion of the CITY ENGINEER, to ensue, the CITY ENGINEER shall notify the COUNCIL of such fact. Should said COUNCIL so elect, the CITY may complete the contract using for such purpose all materials and tools found upon the work site and belonging to the CONTRACTOR. The COUNCIL shall assess the cost of such work against the sum, which would have been due under this contract.

COMMENCEMENT AND COMPLETION:

(22) The work shall commence within ten (10) days from the date specified in a Notice to Proceed Order to be issued to the Contractor by the Council, or its authorized representative, and shall be completed within the number of working days indicated in this Proposal, following the commencement date stipulated in said Notice to Proceed Order. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the Council, as liquidated damages, the amount specified in Section 108 of the Standard Specifications for each working day beyond the required date of completion.

ESTIMATE:

(23) In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site (if applicable). Following fifty percent (50%) completion, no further retainage shall be withheld. Each payment request must be accompanied by the DBE Utilization Report.

FINAL ESTIMATE:

(24) Upon the final completion of the work according to the terms of these Articles of Agreement, the Engineer shall inspect all work and materials not previously accepted and returned, and shall render to the City Engineer and the Contractor a semi-final estimate of all work performed and materials furnished. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the ENGINEER and rendered to the CITY and CONTRACTOR. Upon receipt of the Engineer's certification of project completion, the City Engineer shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date that final payment is received.
- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final payment.
- The Contractor must provide a City of Mobile DBE Utilization Report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount

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paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

E-VERIFY:

(25) 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.

The CONTRACTOR shall insure that all subcontractors under his employment for this project shall participate in the e-verify program. The CONTRACTOR shall be responsible for having each subcontractor sign the enclosed e-verify form. Any subcontractor found to be in violation of this provision shall cause the CONTRACTOR to be in breach of the agreement and the CONTRACTOR shall be responsible for all damages resulting therefrom.

SOURCE OF FUNDS FOR PAYMENT:

(26) The source of funds for payment by City under this contract is CIP. Said funds are on hand at the time of the execution of this contract.

PROHIBITION OF BOYCOTTING:

(27) By signing this contract, the Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ANTI-DISCRIMINATION CLAUSE:

(28) 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.

GOVERNING LAW AND VENUE:

(29) 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.

E-BUILDER:

(30) The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: <https://app.e-builder.net>. Firms, including CONTRACTORS, shall use e-Builder as an essential component to project management with the City of Mobile.

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SIGNATURE:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the CONTRACTOR by such duly authorized officers or individuals as may be required by law.

CITY OF MOBILE

BY: William S. Stimpson

ITS MAYOR

ATTEST:

BY: Lana Pafenbach

ASSISTANT CITY CLERK

Lana Pafenbach (Print)



CONTRACTOR:

WITNESSES:

AN INDIVIDUAL

(Print)

(Print)

CONTRACTOR: (IF CORPORATION)

H.O. Weaver & Sons, Inc. (Print)

BY: Michael P. Weaver

ITS PRESIDENT

Michael P. Weaver (Print)

ATTEST:

Brad Alidor

ITS SECRETARY

Brad Alidor (Print)

5/17/2024

DATE

Corporate Seal



2024 CIP RESURFACING – CITY COUNCIL DISTRICTS 6 & 7
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STATE OF ALABAMA }

COUNTY OF MOBILE }

I, the undersigned, Notary Public in and for said County in said State, hereby certify that
Michael P. Weaver, whose name is signed to the foregoing instrument in the capacity
of President of H. O. Weaver & Sons, Inc. and who is known to me,
acknowledged before me on this day that, being informed of the contents of the instrument, he
executed the same voluntarily on the day and date the same bears date.

Given under my hand and official seal of office this the 17th day of May, 2024.

Lynn Stringfellow

NOTARY PUBLIC My Commission Expires: 3/23/2025



ITEM X
SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, shall be amended as follows:

1. **PARAGRAPH 105.06(b) *CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION* SHALL BE AMENDED TO INCLUDE THE FOLLOWING:**

- a. If requested by the ENGINEER, Contractor shall provide resume or other information necessary to insure that project superintendent is experienced in drainage work and associated work items. At the request of the ENGINEER in writing with concurrence of the City of Mobile, Contractor shall immediately remove any superintendent or other employee whose lack of experience, conduct or inability to effectively communicate in the English language is detrimental to the project. Said removal shall not be cause for claim against ENGINEER, City of Mobile or their agents.
- b. In the event that additional engineering or construction administration effort is required due to personnel changes required in accordance with paragraph A or solely initiated by the Contractor, the ENGINEER shall be reimbursed by the contractor for such additional effort at the ENGINEER'S prevailing hourly rates.

Engineer shall provide Contractor a minimum of 48 hours' notice prior to initiating additional effort charges, clearly stating the reasons for such charges and notifying the Contractor of necessary steps or corrective actions to avoid additional effort charges.

Proper corrective action taken within 48 hours by the Contractor shall void additional engineering fee charges.

No corrective action by the Contractor shall initiate additional engineering fees retro-active to date of contractor notification.

2. **ITEM 108.01 *SUBLETTING AND ASSIGNMENT (a): PARAGRAPH 1 LIMITATIONS* SHALL BE AMENDED TO INCLUDE THE FOLLOWING:**

The ENGINEER reserves the right, with approval from the CITY ENGINEER, to disapprove or disqualify a Subcontractor that has exhibited or participated in fraudulent activities either as a prime Contractor or a Subcontractor under a previous contract administered by the ENGINEER. Furthermore; the ENGINEER may require a list of references from local Contractors, Project Engineers or Government Agents in order to verify past performances, capabilities and competency before acceptance of the Subcontractor is granted.

3. **SECTION 109, SUB-SECTION 109.07 *PARTIAL PAYMENT* SHALL BE REPLACED WITH THE FOLLOWING:**

Addendum No. 0001 (Issued 4-19-2024)
2024 CIP RESURFACING – CITY COUNCIL DISTRICTS 6 & 7
PROJECT NO. 2024-3005-03

Once each month the ENGINEER will make an appropriate estimate on the regulation form of the work or portion of the work completed and the value thereof based on the contract Unit Prices, or proportional part thereof for Lump Sum items, less retainage or any assessed liquidated damages or other designated deductions.

The payment of any monthly estimate for any portion of the work as provided in the Specifications shall in no way affect the obligation of the Contractor to complete the work in accordance with the contract. Payment of any monthly invoice will not be made until such time as all records and forms are completed and submitted.

No Payment for stored material will be included on the monthly estimates.

4. SECTION 210, PAY ITEM 210-A UNCLASSIFIED EXCAVATION; PAY ITEM 210-D BORROW EXCAVATION. STRUCTURE FILL (A-2-4 OR BETTER); PAY ITEM 210-E BORROW EXCAVATION STRUCTURE, SUB-SECTION 210.09 METHOD OF MEASUREMENT SHALL BE **REPLACED** WITH THE FOLLOWING:

Unit of Measurement for all accepted Excavation shall be by the cubic yard truck bed measure. The accepted volume of Excavation shall be based on **certified delivery tickets** as determined by truck bed measure

5. ITEM 618-D HANDICAP RAMPS (TYPE(S) A, B, C, D, E & 4):

618.D.01

Description

This section shall include the work of furnishing, installing, and finishing as required, handicap ramps at locations as required in the plans or as directed by the ENGINEER

618.D.02

Materials

Materials shall conform to Section 618 of the 2018 ALDOT Standard Specifications for Highway Construction.

618.D.03

Basis of Payment

Payment will be based on the respective unit bid price for handicap ramps, complete-in-place according to plan details which shall be payment in full for hauling, preparation, placing, and maintenance as required and for all labor, equipment, tools, and incidentals necessary to complete this item. Truncated Domes required for handicap ramps shall be paid for separately under Pay Item No. 618-E and are not included in Pay Item 618-D.

6. ITEM 618-E REGULAR AND MODIFIED TRUNCATED DOME INSERT FOR NEW OR EXISTING HANDICAP RAMPS:

**2024 CIP RESURFACING – CITY COUNCIL DISTRICTS 6 & 7
PROJECT NO. 2024-3005-03**

Once each month the ENGINEER will make an appropriate estimate on the regulation form of the work or portion of the work completed and the value thereof based on the contract Unit Prices, or proportional part thereof for Lump Sum items, less retainage or any assessed liquidated damages or other designated deductions.

The payment of any monthly estimate for any portion of the work as provided in the Specifications shall in no way affect the obligation of the Contractor to complete the work in accordance with the contract. Payment of any monthly invoice will not be made until such time as all records and forms are completed and submitted.

No Payment for stored material will be included on the monthly estimates.

4. SECTION 210, PAY ITEM 210-A UNCLASSIFIED EXCAVATION; PAY ITEM 210-D BORROW EXCAVATION, STRUCTURE FILL (A-2-4 OR BETTER); PAY ITEM 210-E BORROW EXCAVATION STRUCTURE, SUB-SECTION 210.09 METHOD OF MEASUREMENT SHALL BE REPLACED WITH THE FOLLOWING:

Unit of Measurement for all accepted Excavation shall be by the cubic yard truck bed measure. The accepted volume of Excavation shall be based on **certified delivery tickets** as determined by truck bed measure

5. ITEM 618-D HANDICAP RAMPS (TYPE(S) A, B, C, D, E):

618.D.01

Description

This section shall include the work of furnishing, installing, and finishing as required, handicap ramps at locations as required in the plans or as directed by the ENGINEER

618.D.02

Materials

Materials shall conform to Section 618 of the 2018 ALDOT Standard Specifications for Highway Construction.

618.D.03

Basis of Payment

Payment will be based on the respective unit bid price for handicap ramps, complete-in-place according to plan details which shall be payment in full for hauling, preparation, placing, and maintenance as required and for all labor, equipment, tools, and incidentals necessary to complete this item. Truncated Domes required for handicap ramps shall be paid for separately under Pay Item No. 618-E and are not included in Pay Item 618-D.

6. ITEM 618-E REGULAR AND MODIFIED TRUNCATED DOME INSERT FOR NEW OR EXISTING HANDICAP RAMPS:

618.E.1

Description

This section shall include the work of furnishing, installing, cutting and anchoring Truncated Dome Inserts in new and existing handicap ramps.

618.E.2

Materials

Truncated Dome Inserts shall be Armor Tile ATR 2448 for New Construction or Armor-Tile ADA-S 2448 for existing construction. Color Colonial Red, Federal Color Number 20109, or approved equal, Truncated Domes shall be 24" wide x 48" in length and shall have a mechanism for anchoring insert into concrete that allows easy removal and replacement.

618.E.3

Basis of Payment

Payment will be based on the respective unit bid price and shall be payment in full for furnishing, installing, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

Where installation of multiple Truncated Domes require cutting, payment will be made for each complete Truncated Dome Insert used in the installation.

7. SECTION 650, PAY ITEM 650-A TOPSOIL: SUB-SECTION 650.04 METHOD OF MEASUREMENT SHALL BE REPLACED WITH THE FOLLOWING:

Unit of Measurement for all accepted TOPSOIL shall be by the cubic yard truck bed measure. The accepted volume of TOPSOIL shall be based on certified delivery tickets as determined by truck bed measure.

8. ITEM 654-A SOLID SODDING:

654.A.1

Description

This pay item shall include all labor, tools, equipment and materials necessary to provide, on the project site, solid sodding. It is the responsibility of the Contractor to determine the type of sod present and replace in kind.

654.A.2

Basis of Payment

**2024 CIP RESURFACING – CITY COUNCIL DISTRICTS 6 & 7
PROJECT NO. 2024-3005-03**

Payment will be based on the respective unit bid price for solid sodding, complete-in-place, which shall be payment in full for furnishing the individual solid sodding, for hauling, preparation, placing, and maintenance (incl. watering) of the solid sodding and for all labor, equipment, tools and incidentals necessary to complete this item.

9. PROJECT SIGN - PORTABLE:

Description

This pay item shall include all labor and maintenance necessary to provide, on the project site, a project sign(s) for the duration of the project. Project signs shall be portable and moved from location to location as work progresses. Only one sign will be required per construction site. The project sign shall display the district number(s) and be in accordance with the detail shown in Attachment E.

Basis of Payment

Payment will be included in the Lump Sum price for Mobilization.

10. PORTABLE TOILETS:

Description

This pay item shall include all labor and maintenance necessary to provide, on the project site, portable toilets for the duration of the project. The Contractor, or his Subcontractors, shall provide for regularly scheduled maintenance and each unit shall be in good working order when work crews are present.

Basis of Payment

Payment will be included in the Lump Sum price for Mobilization.

ATTACHMENT “A”

LOCATION

(See Map Book Plans)

REPAIR NOTES - KNOWLES

Instructions:

1. The locations and sizes of the repairs are generally shown for orientation and planning purposes. Additional curb & gutter, ADA ramps, sidewalks, inlet tops, inlet throats and inlet boxes may need to be repaired. The exact locations will be determined in the field as coordinated and directed by the Engineer prior to work being started.
2. Ensure that there is daily clean-up and that no excess millings will be swept into any ditches or left in any gutters.
3. This is a narrow road that has overgrown on the sides. Remove this material to re-establish the edges. Mill 1/2" depth.
4. Remove existing asphalt curbing and replace with Type III concrete curbing on both edges of the road.
5. Repave & modify the inlet tops and throats (Modified Type S-inlets) as directed by the Engineer. All of the inlets will be field modified as required.



MILLING-PAVING-REPAIR PLAN

KNOWLES (1 OF 1)

PROJECT AREA 8

Addendum No. 0002

NOTE: NO TOPOGRAPHIC SURVEYS ARE USED OR HAVE BEEN REQUESTED FOR DEVELOPMENT OF THESE DRAWINGS. THE CITY OF MOBILE'S GIS BACKGROUND MAPPING AND GOOGLE EARTH WERE USED.

	GRAPHIC SCALE (INFEET) 1 inch = 100 ft	MOBILE-2024-02 02/10/2024 C101-Knowles 02/27/2024	L. DORSEY, PE DORSEY & DORSEY S. DORSEY 03/27/2024	DORSEY & DORSEY	Integrity Quality Excellence	2024 CIP RESURFACING - CITY DISTRICTS 6 & 7 (KNOWLES) CITY PROJECT NUMBER: 2024-3005-03	MILLING & PAVING PLAN C101
--	---	---	--	-----------------------------------	---	---	--

**ATTACHMENT “B”
CONTRACTORS INSURANCE CERTIFICATIONS**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/17/2024

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

INSURED
H.O. Weaver & Sons, Inc.
P. O. Box 8039
Mobile, AL 36689-0039

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Zurich American Insurance Co.

16535

INSURER B: Arch Speciality Insurance

21199

INSURER C: Transguard Insurance Company of America

28886

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab ☒ XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	GLO3757532-18	2/1/2024	2/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 EMPLOYEE BENEFIT \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	BAP 3757531-18	2/1/2024	2/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	X	X	UXP1041663-03	2/1/2024	2/1/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC3757530-19	2/1/2024	2/1/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	☒ Leased/Rented Equipm			IMP4000515-01	2/1/2024	2/1/2025	Ded 2,500 / Limit 750,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project # 2024-3005-03
Resurfacing City Council District 6 & 7

City of Mobile is named additional insured with respects to General Liability, Automobile Liability, and Umbrella Liability where required by written contract. Waiver of Subrogation applies in favor of the City of Mobile as respect General Liability, Automobile Liability, Umbrella Liability, and Worker's Compensation where required by written contract. Coverage is considered primary and non-contributory. 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

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

**ATTACHMENT “C”
DBE COMPLIANCE FORM**



City of Mobile
Office of Supplier Diversity

**REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS
ENTERPRISE (DBE) GOAL**

Bid/RFP/P.O./Solicitation/Other# 2024-3005-03 Current Date 3 / 26 / 24

Project Description 2024 CIP Resurfacing City Council Districts 6 & 7

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.

Reduction of the 15% goal to a 5% goal is requested due to small quantity of subcontractor supplied pay items, time sensitivity, and nature of work.

Nick Amberger

Requested By (Department Director)

(Signature)

City Engineer
(Title)

3/26/2024
(Date)

251-208-7426

Telephone Number

nick.amberger@cityofmobile.org
Email Address

Reviewed By (Office of Supplier Diversity)

(Signature)

(Title)

4/3/2024
(Date)

Approved By (CAO)



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

FORM 1: Background and Plan

Section I. Information about your company

Company	H.O. Weaver & Sons, Inc.
Address	7450 Highway Ferry Road, Mobile, AL 36618
Telephone	251.342.3025
E-Mail	KDOWNS@H.O.WEAVER.COM

RFPI/RFQ Solicitation Number	2024-3005-03
Project Description	2024 CIP Resurfacing - City Council Districts 6 & 7
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male ☒ Female ☐ Minority ☒ Non-minority ☐ SDVO ☒
Total # of Employees	205

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Karl Downs Date: 4/20/24
Signature: [Signature]
Title: Asst. Secretary

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: Lyndi Strunk-Falcon Title: Contract & Operations Manager
Email: Lyndi@H.O.WEAVER.COM Phone: 251.342.3025
Page 2 of 5
Subcontractor/Supplier Plan rev. 7/29/2021

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archnique.kidd@dolyomobiles.org
251.208.7987
205 Government Street, 5th Floor

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

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

[illegible]



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

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____

Phone _____

Email _____

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach **5%** of the value of your bid.

YES ()	NO ()	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

CONTRACT RECORDS:

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

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

Section 2(b)

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

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

DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs.

**ATTACHMENT “D”
CERTIFICATIONS, AFFIDAVITS
& PROJECT CLOSEOUT**

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Michael P. Weaver (affiant) who, being duly sworn says as follows:

President/CEO of H.O. Weaver & Sons, Inc.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as President for H.O. Weaver & Sons, 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.

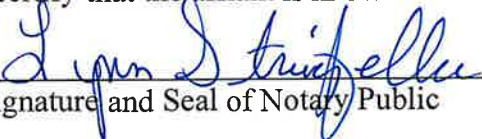
I further attest that said H.O. Weaver & Sons, Inc. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 370599.



President
~~CEO~~ of H.O. Weaver & Sons, Inc.

Sworn to and subscribed before me this the 17th day of May, 2024.

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



Company ID Number: 370599

Approved by:

Employer H. O. WEAVER & SONS, INC.	
Name (Please Type or Print) RAMONA G WEAVER	Title
Signature Electronically Signed	Date 11/08/2010
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 11/08/2010

Company ID Number: 370599

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	H. O. WEAVER & SONS, INC.
Company Facility Address	7450 HOWELLS FERRY ROAD MOBILE, AL 36618
Company Alternate Address	P O BOX 8039 MOBILE, AL 36689
County or Parish	MOBILE
Employer Identification Number	630567634
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

STATE OF: ALABAMA COUNTY OF: MOBILE

CITY OF MOBILE
CITY PROJECT NO. 2024-3005-03
2024 CIP RESURFACING CITY COUNCIL DISTRICTS 6 & 7

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____ SURETY: _____

In accordance with the provisions of the Contract between the Owner and the Contractor listed above,

the Surety Company, _____

on bond of Contractor, _____

hereby approved the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Owner, THE CITY OF MOBILE, ALABAMA.

IN WITNESS WHEREOF, the Surety Company has hereinto set its hand and seal this

_____ day of _____, 20_____.

Surety Company

Witness

Signature of Authorized Agent

Title

CONTRACTOR’S AFFIDAVIT OF
PAYMENT OF CLAIMS & DEBTS

PROJECT: CITY OF MOBILE
CITY PROJECT NO. 2024-3005-03
2024 CIP RESURFACING CITY COUNCIL DISTRICTS 6 & 7
OWNER: CITY OF MOBILE, ALABAMA
CONTRACTOR: _____

State of: _____
County of: _____

The undersigned hereby certifies that, except as listed below, he has paid in full or otherwise satisfied all obligations 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 his property might in any way be held responsible.

EXCETION: (If none, write none) _____

Contractor: _____

Subscribed and sworn to before me this
_____ day of _____, 20____.

By: _____

Title: _____

Notary Public: _____

My Commission Expires: _____

CITY OF MOBILE

CONTRACTOR'S CLOSEOUT REQUIREMENTS

The Contractor shall execute the following requirements as follows:

1. The Contractor must publicly advertise the NOTICE OF COMPLETION furnished by Engineer a minimum of once a week for four (4) consecutive weeks.
2. The Contractor must execute copies of CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished by the Engineer.
3. The contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished by the Engineer.
4. The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
5. The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.
6. Contractor must provide a Maintenance Agreement for the grassing for up to (1) year.
7. The Contractor must provide a report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.

All the above requirements must be satisfied by the Contractor before final payment can be made.

**ATTACHMENT “E”
SIGN DETAILS**

(City Standard)

ATTACHMENT “F”

**GEOTECHNICAL REPORTS
AND/OR MIX DESIGNS**

**None Required (only signed tickets by the certified testing
company assigned to this contract by the City of Mobile
for the asphalt and the concrete)**

ATTACHMENT “G”

TAX EXEMPTION

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS:

A. DESCRIPTION OF REQUIREMENTS

1. This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings for Base Bid and Alternates on the revised proposal attached hereto, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.
2. Base bid and all Alternate Bids shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.
3. Forms required to be completed and submitted shall be those included in the Bid and Contract Documents; those required by the ADOR; and any others as required by the Owner.
4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract and Bid Documents including, in part, "Instructions to Bidders," "General Conditions of the Contract" and "Supplementary Conditions"; unaltered provisions of those documents shall remain in effect.
2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.
3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Base Bid Proposal and each Alternate for the Work. No additional amount shall be added to the Contract because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.
5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.
6. When necessary or required Purchase Orders shall be used for materials for Work on this project only.
7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.
8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its base bid and additive alternate bid.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile

Date: 4/24/24

Name of Project: 2024 CIP RESURFACING – CITY COUNCIL DISTRICTS 6 & 7
Project Number: 2024-3005-03

SALES TAX ACCOUNTING

Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

ESTIMATED SALES TAX AMOUNT

BASE BID ITEMS:

\$2,789,867.36

\$ 57,000 mfw

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Bidder H.O. Weaver & Sons, Inc. Name _____ of _____

Mailing Address 7450 Howell Ferry Rd., Mobile, AL 36618

*By (Legal Signature) [Signature]

*Name (type or print) MICHAEL P. WEAVER (Seal)

*Title PRESIDENT

Telephone _____ Number 251.342.3025



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 10, 2026

Submitted by:

John Forrester, City Engineer

Sponsored by:

Cory Penn, Councilmember
Samantha Ingram, Councilmember, District 2
CJ Small, Councilmember
Benjamin Reynolds, Councilmember
Beau Fleming, Councilmember, District 5
Josh Woods, Councilmember
Gina Gregory, Councilmember
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Approve change order no 2 with Chris Brewer Contracting, Inc. for additional construction services.

Amount of Contract:

Increase \$1,175,000.00; revised contract amount \$2,630,650.00

Funding Source

C0864

ATTACHMENTS:

1. 2024-3005-06 City Wide Small Asphalt Repairs (Chris Brewer Contracting, Inc.)change order no 2

REVIEWERS:

Lana Pafenbach
Lana Pafenbach

CONTRACT CHANGE REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Engineering DEPT. 3005

DATE OF REQUEST: 1/22/2024

TYPE: Select One ☒ (when money is available in project's budget; from project to contract)

VENDOR NAME: Chris Brewer Contracting, Inc.

DISTRICT#: Select Item. #1-7

DEPT. PROJECT#: 2024-3005-00

REQUEST: Please Select option. Add \$ 1,175,000.00 from Capital Project#/Title: C0864
2024 City of Mobile Annual Street Maintenance
to contract# 4851.

Total amount of Amendment: \$ 1,175,000.00

Current contract amount: \$ 1,455,650.00

Revised contract amount: \$ 2,630,650.00

Comments: CONTRACT RENEWAL - ANNUAL RENEWAL


Employee signature


Approval signature

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis

Council members Cory Penn, Samantha Ingram, C.J. Small, Ben Reynolds, Beau Fleming, Josh Woods, and Gina Gregory

WHEREAS, the CITY entered into a contract dated February 14, 2024, with Chris Brewer Contracting, Inc., for street repairs on the project known as 2024 City of Mobile Annual Street Maintenance (COM Project No. 2024-3005-06); and

WHEREAS, the original contract amount was \$705,650.00 for a task order and unit priced based contract for annual street maintenance for a term of one year with a renewable clause of one or two additional one-year periods; and

WHEREAS, the original contract was awarded by competitive bid and the term option is being extended without any change in scope or in unit prices, and additional funding was approved for \$750,000.00, increasing the original agreement to a total of \$1,455,650.00; and

WHEREAS, the term option is being extended for a second one-year period without any change in scope or in unit prices, and additional funding has been approved for \$1,175,000.00, increasing the total for the contract to \$2,630,350.00; now therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk by, and they hereby are, authorized and directed to execute and attest for and on behalf of the City of Mobile, the Amendment to Extend Term of Agreement with Chris Brewer Contracting, Inc., attached hereto. A copy of said Amendment is on file in the Office of the City Clerk.

Adopted:

City Clerk

JUSTIFICATION FOR CHANGE ORDER

PROJECT NAME: 2024 City of Mobile Annual Street Maintenance

PROJECT NUMBER: 2024-3005-06

The attached change order number 2 to contract with
Chris Brewer Contracting, Inc.

dated January 18, 2026 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: The contract contains a renewal clause which states the contract may be renewed under the existing terms, conditions and unit prices contingent upon the obligation of available funds.

REMARKS: _____

ENGINEER OR CONSULTANT



City Engineer

CHANGE ORDER NUMBER 2 DATE January, 2026

PROJECT NAME AND NUMBER 2024 City of Mobile Annual Street Maintenance

TO Chris Brewer Contracting, Inc.
PO Box 70211
Mobile, AL 36607

TERMS: You are hereby authorized, subject to the provision of your contract for this project, to make the following changes thereto in accordance with your proposal dated February 14, 2024.

DESCRIPTION OF CHANGES OR WORK TO BE DONE: Furnish the necessary labor, materials, and equipment to:

Estimated Over Run (Attachment "A")	\$	N/A
Estimated Under Run (Attachment "B")	\$	N/A
Additional Items (Attachment "C")	\$	N/A

Original Contract Price	\$	<u>705,650.00</u>
Net total of Previous Change Orders	\$	<u>750,000.00</u>
Previous Revised Contract	\$	<u>1,455,650.00</u>
THIS CHANGE ORDER NUMBER <u>2</u> (ADD)	\$	<u>1,175,000.00</u>
Revised Contract Price this Date	\$	<u>2,630,650.00</u>

Extension of time resulting from this change order 1 year

BY:

Mayor

ACCEPTED BY:

C.S. [Signature]
Owner/President

ATTEST:

City Clerk

ATTEST:

Randall Hurd Carter
Witness/Secretary

[Signature]
City Engineer

January 13, 2026
Date

APPROVED BY:

RANDALL HURD CARTER
NOTARY PUBLIC
ALABAMA STATE AT LARGE
COMM. EXP. 10/10/29



City of Mobile
John Forrester, P.E.
PO Box 1827
Mobile, AL 36633

RE: 2024 City of Mobile Annual Street Maintenance
City of Mobile Project No. 2024-3005-06

Dear Mr. Forrester,

Enclosed are the supporting documents for Contract Amendment No. 2 for the above-mentioned contract. This project is a task order driven maintenance contract based on unit prices. It was competitively bid. The contractor has successfully executed numerous task orders and is nearing the end of existing funding and the contract term limit of February 14, 2026. The contract contains a renewal clause which states the contract may be renewed under the existing terms, conditions and unit prices contingent upon the obligation of available funds. Said funds are now available.

Adding funding to this type of unit price contract without rebidding is acceptable under public works bid law because the scope is not changing and the unit prices are not changing. Moreover, the prices are reasonable, the work is necessary, and rebidding would cause a time delay, additional administrative costs and very likely higher per unit prices from new bidders.

We are requesting the renewal of this contract for the continued maintenance improvements of the City's roadways. This renewal change order will increase the funding by \$1,175,000.00 and will extend the contract term by one year.

If you have any questions or need additional information, please do not hesitate to contact our office at 251-208-1104.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jason Donovan', is written over a light blue horizontal line.

Jason Donovan
Project Manager
Public Services

CC: File



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/13/2026

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 Palomar Insurance Corporation PO Box 240849 Montgomery AL 36124-0849		CONTACT NAME: Luke Skipper PHONE (A/C, No, Ext): (205) 263-5111 FAX (A/C, No): E-MAIL ADDRESS: Lukes@palomarins.com	
License# 79316 CHRIBRE-01		INSURER(S) AFFORDING COVERAGE	
INSURED Chris Brewer Contracting Inc. PO Box 70211 Mobile AL 36607		NAIC #	
		INSURER A: AjaCOMP	
		INSURER B: Pennsylvania National Mutual Casualty Insurance Co	
		INSURER C: Penn National Security Insurance Company	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1625136305 **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
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	GY92014239	2/15/2025	2/15/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	AX92014239	2/15/2025	2/15/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	UL92014239	2/15/2025	2/15/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC-100-15491000-2026A	1/1/2026	1/1/2027	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
2026 City of Mobile Annual Street Maintenance: COM Project No. 2024-3005-06

City of Mobile is included as an Additional Insured in respect to all policies except Workers Compensation and Professional Liability when applicable. Which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment)

CERTIFICATE HOLDER

City of Mobile 205 Government Street Mobile AL 36644	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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ACORD 25 (2016/03)

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RESOLUTION

Sponsored by: Mayor William S. Stimpson
Council members Cory Penn, William Carroll, C.J. Small, Ben Reynolds,
Joel Daves, Josh Woods, and Gina Gregory

WHEREAS, the CITY entered into a contract dated February 14, 2024, with Chris Brewer Contracting, Inc. for street repairs on the project known as 2024 City of Mobile Annual Street Maintenance (COM Project No. 2024-3005-06); and

WHEREAS, the original contract amount was \$705,650.00 for a task order and unit priced based contract for annual on-call storm drain maintenance for a term of one year with a renewable clause of one or two additional one-year periods; and

WHEREAS, the original contract was awarded by competitive bid and the term option is being extended without any change in scope or in unit prices, but only additional funding approved for \$750,000.00, increasing the original agreement to a total of \$1,455,650.00; now therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest for and on behalf of the City of Mobile, the Amendment to Extend Term of Agreement with Chris Brewer Contracting, Inc., attached hereto. A copy of said Amendment is on file in the office of the City Clerk.

Adopted:

MAR 5 2025

City Clerk

AMENDMENT TO EXTEND TERM OF AGREEMENT

THIS AMENDMENT TO AGREEMENT ("Amendment ") is made as of the 5th day of March 2025, between the City of Mobile, Alabama, a municipal corporation of the State of Alabama (hereinafter "City") and Chris Brewer Contracting Inc., a corporation qualified to do business in Alabama (hereinafter "Contractor").

RECITALS

WHEREAS City and Contractor are parties to that certain Contract dated February 14, 2024 (the "Agreement"), which Agreement provides for unit priced street maintenance at various locations within the City limits, in the contract not to exceed amount of \$705,650.00; and

WHEREAS the Agreement provides in Item IX, Articles of Agreement, that the Agreement shall remain in effect one year from the effective date of execution of the Agreement, but may be extended by mutual agreement of the parties, contingent on the allocation of additional funding for further work; and

WHEREAS the City and the Contractor desire to extend the term of the Agreement for an additional one year, and to increase the not to exceed compensation of the contract by the additional amount of \$750,000.00, and to ratify and adopt all other terms of the Agreement as originally agreed upon, specifically including the scope and unit prices included therein; now therefore

AMENDMENT

1. In consideration of the foregoing, the mutual covenants and agreements contained herein, the work performed by Contractor and funds paid by City in exchange therefore, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Contractor hereby agree as follows:
2. Item IX (24) of the Agreement is amended such that the first sentence is removed and replaced as follows: "The Term of the contract shall extend until January 3rd, 2026."
3. Item IX (1) is amended such that the estimated total dollar amount shall be increased by the amount of \$750,000, for a total Agreement amount of \$1,455,650.00.
4. The Agreement and all of its provisions shall remain in effect and unchanged in all other respects not otherwise stated specifically herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals as of the day and year first above written.

CITY OF MOBILE

Chris Brewer Contracting INC.

William S. Stimpson
William S. Stimpson, Mayor

Chris Brewer
An authorized signatory

Chris Brewer President
Name and Title (Printed or Typed)

3/7/25
Date

2/19/25
Date

ATTEST:

Lisa O. Gambert
City Clerk



STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that Chris Brewer, as an authorized signatory for Chris Brewer Contracting INC 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 above and foregoing agreement, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the 19th day of February, 2025.

RANDALL HURD CARTER
NOTARY PUBLIC
ALABAMA STATE AT LARGE
COMM. EXP. 10/19/25

Randall Hurd Carter
Notary Public
My Commission Expires: 10/19/25

RESOLUTION AWARDING BID

Sponsored by: Mayor William S. Stimpson

Councilmembers Cory Penn, William Carroll, C. J. Small, Ben Reynolds, Joel Daves,
Josh Woods, and Gina Gregory

WHEREAS, bids for street repairs for districts 1,2,3,4,5,6 and 7 were received and opened on December 20, 2023.

WHEREAS, the City Engineer has recommended award to the lowest bid meeting specifications from Chris Brewer Contracting, Inc., in the amount of \$705,650.00.

WHEREAS, the City Council finds that the lowest responsible bid was submitted by Chris Brewer Contracting, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract with the company listed below for work as outlined in the contract attached hereto and made a part hereof as through set forth in full. A copy of said contract is on file in the office of the City Clerk:

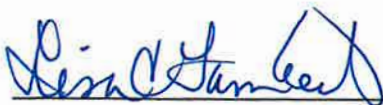
Name of Company: Chris Brewer Contracting, Inc.

Project Name: City Wide Small Asphalt Repairs (2024 City of Mobile Annual Street Maintenance (D#1-7)

Project Number: 2024-3005-06

Amount: \$705,650.00

Adopted: FEB 14 2024



City Clerk



**2024 CITY OF MOBILE ANNUAL
STREET MAINTENANCE**

**(A.K.A. CITY WIDE SMALL ASPHALT
REPAIRS)**

PROJECT No. 2024-3005-06

BID DATE – DECEMBER 20, 2023

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ITEM I
INVITATION TO BID

Notice to Contractors:

Sealed proposals will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 2:30 p.m. local time, December 20, 2023 and then publicly opened and read in the City Engineering Department, 3rd Floor, South Tower, Room 357 for constructing:

Project No: 2024-3005-06
Project: 2024 City of Mobile Annual Street Maintenance
Project Description: Street Repairs

Contract documents may be inspected and obtained from the City of Mobile Engineering Department upon payment of ten dollars (\$10.00). This deposit shall be refunded in full to each prime Contractor Bidder upon return of the documents in reusable condition within ten (10) days after Bid Opening. The cost of and return of additional sets of specifications shall be in accordance with Act 97-225, Public Works Contracts.

No Bid Packages will be issued to Contractors later than twenty-four (24) hours after the Pre-Bid Conference. No questions, whether orally or written, will be addressed after 12:00 p.m. on December 15, 2023.

A Mandatory Pre-Bid Conference will be held at the City Engineering Department, 3rd Floor, South Tower, Room 357, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on December 13, 2023 at 10:00 A.M. Significant items related to the proposed construction will be explained. Representative must be a principal or current employee of the contracting company at the time of the Pre-Bid Conference. *Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project. A single individual cannot represent more than one contracting company.*

No bid will be received and considered unless made out on the blank form or Proposal attached, and unless all papers attached hereto are returned with the bid and the Proposal sheet attached.

This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of Section 11-2A-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; and applicable requirements of the Alabama Department of Revenue (ADOR).

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond \$10,000), made payable to the CITY, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract, and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into of such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the CITY may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract 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 right is reserved 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.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2018 Edition.

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended, and shall indicate **State License Number on outside of bid envelope**. **Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) Major Classification or a Highways & Streets (HS) Major Classification per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code**. The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference.

The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

The City of Mobile reserves the right to reject any and all bids and waive informalities in the bidding.

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, P. O. Box 1827, Mobile, Alabama 36633; "Bid for completion of **2024 City of Mobile Annual Street Maintenance**, City of Mobile Project No. **2024-3005-06**, in the City of Mobile, Alabama".

PLEASE PUBLISH IN THE ISSUES NOVEMBER 26TH, DECEMBER 3RD AND 10TH 2023.

ITEM II
INSTRUCTIONS TO BIDDERS

1. TYPE OF PROPOSAL:

The services to be performed by CONTRACTOR under this Agreement shall be set forth in individual task orders using the general format set forth in Attachment A ("Task Order"), attached hereto and incorporated herein by reference.

The OWNER reserves the right to issue an unlimited number of Task Orders each year pursuant to the Contract. Additionally, the Owner reserves the right to issue no Task Orders in any given year pursuant to the Contract.

UNIT PRICE BID – The Proposal for the work is to be submitted on a unit price basis. Unit price amounts shall be submitted on all items of work set forth in the Proposal. Estimates of quantities of each class of work to be performed are specified in the Proposal, and although stated with as much accuracy as possible, are approximate only, and are assumed solely for the basis of calculation upon which the award of contract shall be made. The BIDDER should not assume that he shall receive such quantity of work if awarded this contract. Payment to the CONTRACTOR will be made on the measurement of the work actually performed by the CONTRACTOR as specified in the Contract Documents.

2. PREPARATION OF BIDS:

Forms furnished, or copies thereof shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. A City of Mobile Subcontracting Plan must be submitted with the bid documents.

3. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE, ALABAMA:

The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

4. SIGNATURE OF BIDDERS:

Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the

Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

5. SPECIFICATIONS AND SCHEDULES:

The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

6. CORRECTIONS:

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

7. OWNER:

Where the word "Owner" appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

8. GUARANTY AND INSURANCE:

Security is required to insure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount \$10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive working days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the CITY by reason of such default.

9. BONDS AND INSURANCE:

The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

10. MARKING AND MAILING BIDS:

Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed and marked on the outside "Bid for completion of **2024 CITY OF MOBILE ANNUAL STREET MAINTENANCE**, City of Mobile Project No. **2024-3005-06**, in the City of Mobile, Alabama".

11. TIME FOR RECEIVING BIDS:

Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after time for opening, but before award is made, and it is shown to the Owner's satisfaction that the late arrival was due solely to mail delays, beyond the Bidder's

responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

12. 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.

13. BIDDERS PRESENT:

At the time fixed for opening Bids, 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.

14. AWARD OR REJECTION OF BIDS:

The Contract will be awarded to the lowest responsible Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the Owner for acceptance. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, 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 Owner. The Owner 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 Owner, in a position to perform the Contract.

15. PRE-QUALIFICATION OF BIDDERS:

The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference. Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) **Major Classification** or a Highways & Streets (HS) **Major Classification** per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.

16. ISSUANCE OF PROPOSAL FORMS:

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder, should such bidder be in default for any of the following reasons:

- a. Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to the prospective bidder.
- c. Contractor default under previous contracts with the owner.
- d. Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the Owner.
- e. Uncompleted work or work behind schedule, which, in the opinion of the owner, might hinder or prevent prompt completion of this work.
- f. Lack of competent workmen and equipment to perform at least 50% of the required work with contractor's own forces and equipment.

17. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one Bid is offered by any one party, by, or in the name of his clerk, partner, a corporation in which he has a substantial interest, in which he is an officer, or other person, all such Bids may be rejected. A party who has quoted prices on materials to a Bidder is not disqualified from quoting prices to other Bidders or from submitting a Bid directly for the materials or work. The City of Mobile reserves the right to determine, in its discretion, whether any Bidder has violated the provisions of this clause.

18. 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.

Should any Bidder observe any ambiguity, discrepancy, omission, or error in the Drawings or any Contract Document, or be in doubt as to the intention and meaning thereof, he should at once report such to the Engineer and request clarification, in writing, with a copy of his request to the City.

Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Engineer nor the City Engineer will be responsible, in any manner, for verbal instructions made prior to the award of the Contract.

Should conflict occur in or between Drawings and Specifications, a Bidder will be deemed to have estimated on the more expensive way of doing the work involved; unless, prior to submission of the proposal, the bidder requested and obtained the Engineer's written decision indicating the preferred method, materials, or equipment.

19. CONTRACT AND BOND:

The Bidder to whom award is made, must, when requested, enter into Contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, within ten (10) working days after the required forms are presented to him for signature.

20. COLLUSION:

If there is any reason for believing that collusion exists among the Bidders, any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting Bids on the same or other work with the City.

21. SUBLETTING OR ASSIGNING OF CONTRACT:

(a) **Limitations:** The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, his right, title or interest therein, or his power to execute such Contract, to any person, firm, or corporation without written consent of the City; such consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of

workmen under his immediate supervision, and reported on his payroll, all Contract work of a value not less than fifty percent (50%) of the total Contract amount. Any items designated in the Contract as "Specialty Items", so performed by Subcontract may be deducted from the total Contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

(b) **Subcontractor's Status:** A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor. The Contractor will be responsible to the City for the entire Subcontractor's work, including failures or omissions. The City Engineer may require a Subcontractor's removal, as in the case of a Contractor's employee.

22. PROSECUTION OF WORK:

(a) **Notice of Intent:** The Contractor shall give the City Engineer definite notice of his intention to start work at least seventy-two (72) hours in advance of beginning particular features of construction, such as driving piles, placing concrete, etc. Should the Contractor, with the consent of the Engineer, discontinue prosecution of the work, the Contractor shall give the City Engineer at least forty-eight (48) hours notice in writing before resuming operations.

(b) **General:** The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the City Engineer. The Contractor shall provide sufficient material, labor, and equipment to ensure that the work will be completed in a satisfactory manner within the time specified in the Contract.

(c) Should the Contractor fail to maintain a satisfactory rate of progress, the City Engineer will direct additional forces and equipment to work on the project to ensure the project continues on schedule and maintain satisfactory progress.

(d) Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the City Engineer may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained or the Contract may be annulled.

23. SCHEDULE OF CONSTRUCTION

(a) Once a Task Order has been approved, the CONTRACTOR will be given a Notice to Proceed by the CITY. Work will begin on each and every Task Order within ten (10) days of Notice to Proceed.

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 12.20.23

The undersigned, as BIDDER, declares that he has carefully examined the Contract Documents for the construction of the Project, that he has satisfied himself as to the quantities involved, including materials and equipment, and types of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Proposal is made according to the provisions and under the terms of the Contract Documents, which are incorporated herein and made a part of this Proposal.

Project Name: 2024 CITY OF MOBILE ANNUAL STREET MAINTENANCE

Project No: 2024-3005-06

Project Description: On-Call Street maintenance

Major work items include: Street repair

The Bidder further agrees to construct the improvements in accordance with the Task Order issued for the specified work.

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 complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted on materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as herein provided.

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, Engineering Department, P.O. Box 1827, Mobile, Alabama 36633. In order to receive consideration, the request must be received before 12:00 p.m. on December 15, 2023. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.



2024-3005-06
2024 City of Mobile Annual Street Maintenance

Bid Sheet 1 of 3

BASE BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
206C010	50	SY	REMOVING CONCRETE DRIVEWAY (INCLUDING SAW CUTTING)	Twenty Dollars and No Cents	\$20.00	\$1,000.00
206C020	20	SY	REMOVING ASPHALT PAVEMENT (INCLUDING SAW CUTTING)	Twenty Dollars and No Cents	\$20.00	\$400.00
206D003	50	LF	REMOVING CONCRETE GUTTER/CURB (ALL TYPES)(INCLUDING SAW CUTTING)	Twenty Dollars and No Cents	\$20.00	\$1,000.00
210A000	50	CY	UNCLASSIFIED EXCAVATION (INCLUDING SAW CUTTING)	Twenty Five Dollars and No Cents	\$25.00	\$1,250.00
210D000	50	CY	BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT) (A-2 OR BETTER)	Thirty Five Dollars and No Cents	\$35.00	\$1,750.00
301A000	150	SY	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 6" COMPACTED THICKNESS	Fifty Dollars and No Cents	\$50.00	\$7,500.00
408A00	3000	SY	PLANING EXISTING PAVEMENT (APPROXIMATELY 1.10" THRU 2.0" THICK)	Twenty Seven Dollars and No Cents	\$27.00	\$81,000.00
429A002	1300	TON	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, PATCHING OR LEVELING, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	Three Hundred Dollars and No Cents	\$300.00	\$390,000.00
450A000	30	SY	CONCRETE PAVEMENT, 6" THICK	Eighty Five Dollars and No Cents	\$85.00	\$2,550.00
618A000	100	SY	CONCRETE SIDEWALK AND ADA RAMPS 4" THICK (MATCH EXISTING)-INCLUDING EXCAVATION & SAW CUTTING	Seventy Five Dollars and No Cents	\$75.00	\$7,500.00
618B000	100	SY	CONCRETE DRIVEWAY (MATCH EXISTING)-INCLUDING REINFORCEMENT& SAW CUTTING	Ninety Five Dollars and No Cents	\$95.00	\$9,500.00
623A000	100	LF	CONCRETE GUTTER (INCLUDING SAW CUTTING)	Thirty Five Dollars and No Cents	\$35.00	\$3,500.00
623C000	100	LF	COMBINATION CURB AND GUTTER (INCLUDING SAW CUTTING)	Thirty Eight Dollars and No Cents	\$38.00	\$3,800.00
650A000	100	CY	TOPSOIL	Forty Dollars and No Cents	\$40.00	\$4,000.00
654A000	300	SY	SOLID SODDING (MATCH EXISTING)	Fifteen Dollars and No Cents	\$15.00	\$4,500.00
701A227	50	LF	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	Twenty Dollars and No Cents	\$20.00	\$1,000.00
701A228	50	LF	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (4" WIDE)	Twenty Dollars and No Cents	\$20.00	\$1,000.00
701A230	50	LF	SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	Twenty Dollars and No Cents	\$20.00	\$1,000.00
701A239	50	LF	BROKEN WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	Twenty Dollars and No Cents	\$20.00	\$1,000.00
701C000	500	LF	SOLID/BROKEN TEMPORARY TRAFFIC STRIPE	Twenty Dollars and No Cents	\$20.00	\$10,000.00
703A002	100	SF	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	Twenty Five Dollars and No Cents	\$25.00	\$2,500.00
703D001	100	SF	TEMPORARY TRAFFIC CONTROL MARKINGS	Twenty Five Dollars and No Cents	\$25.00	\$2,500.00
730H000	500	LF	LOOP WIRE	Thirty Dollars and No Cents	\$30.00	\$15,000.00
740A1	8	DAY	FURNISHING, INSTALLING, AND IMPLEMENTING TRAFFIC CONTROL 2-LANES 25-35 MPH	Two Thousand Five Hundred Dollars and No Cents	\$2,500.00	\$20,000.00
740A2	8	DAY	FURNISHING, INSTALLING, AND IMPLEMENTING TRAFFIC CONTROL OVER 35 MPH	Three Thousand Three Hundred Dollars and No Cents	\$3,300.00	\$26,400.00



2024 City of Mobile Annual Street Maintenance

740A3	8	DAY	FURNISHING, INSTALLING, AND IMPLEMENTING TRAFFIC CONTROL OVER 3 LANES	Five Thousand Dollars and No Cents	\$5,000.00	\$40,000.00
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2024-3005-06
2024 City of Mobile Annual Street Maintenance

Bid Sheet 3 of 3

BASE BID (CONTINUED)

741C000	5	DAY	PORTABLE SEQUENTIAL ARROW CHEVRON SIGN UNIT	Five Hundred Dollars and No Cents	\$500.00	\$2,500.00
745A000	100	HOUR	UNIFORMED POLICE OFFICER	Thirty Five Dollars and No Cents	\$35.00	\$3,500.00
999X-000	1	LS	WORK OF A SIMILAR NATURE UTILIZING BID ITEMS TO BE DETERMINED BY THE ENGINEER	Ten Thousand Dollars and Zero Cents per LUMP SUM	\$10,000.00	\$10,000.00
TOTAL BASE BID				Six Hundred Fifty Five Thousand Six Hundred Fifty Dollars and No Cents	\$655,650.00	

ADDITIVE BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
429A100	200	TON	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D (165 LBS/SY)	Two Hundred Fifty Dollars and No Cents	\$250.00	\$50,000.00
TOTAL ADDITIVE BID				Fifty Thousand Dollars and No Cents	\$50,000.00	

BID SUMMARY

	WRITTEN IN WORDS	NUMERICAL BID AMOUNT
TOTAL BASE BID	Six Hundred Fifty Five Thousand Six Hundred Fifty Dollars and No Cents	\$655,650.00
TOTAL ADDITIVE BID	Fifty Thousand Dollars and No Cents	\$50,000.00
TOTAL BASE BID + ADDITIVE BID	Seven Hundred Five Thousand Six Hundred Fifty Dollars and No Cents	\$705,650.00

ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE MOBILIZATION, ALL LABOR, EQUIPMENT, MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK

Base Bid

BASE BID + BID ALT

Total (All items listed in Proposal) \$655,650.⁰⁰

\$705,650.⁰⁰

BASE BID Written in words Six HUNDRED FIFTY FIVE THOUSAND Six HUNDRED FIFTY ⁰⁰/₁₀₀
BASE BID " " SEVEN HUNDRED FIVE THOUSAND Six HUNDRED FIFTY ⁰⁰/₁₀₀
BID ACT Number of working days to complete will be specified in each individual task order.

Signature of Bidder C.S. Brewer
(If a firm or individual)

Address of Bidder P.O. Box 70211
Mobile, AL. 36607

By C.S. BREWER

Signature of Bidder C.S. Brewer
(If a Corporation)

By C.S. Brewer
President
C.S. BREWER
Print

Secretary

Print

Treasurer

Print

Business P.O. Box 70211
Address Mobile, AL. 36607

Business
Address _____

Business
Address _____

Name of State under the Laws of which
the Corporation was chartered:

40677

State License Number

Corporate Seal



ATTEST: _____
Secretary

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That Chris Brewer Contracting, Inc.
(Name of Contractor)
PO Box 70211 Mobile, AL 36607
(Address)
as Principal, and Granite Re, Inc.
(Name of Surety)
14001 Quailbrook Drive Oklahoma City, OK 73134
(Address)

as Surety, are held firmly bound unto the City of Mobile, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of five percent (5%) of amount bid (maximum amount of Bond is \$10,000) lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal is herewith submitting its proposal for **2024 CITY OF MOBILE ANNUAL STREET MAINTENANCE, City of Mobile Project No. 2024-3005-06.**

The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation is to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed \$10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered December 20, 2023 (Date)

Chris Brewer Contracting, Inc. (Contracting Firm)

Witness as to Principal By:

C.S. Brewer (SEAL)
Granite Re, Inc. (Name of Surety)

COUNTERSIGNED:

Francis Ware Al#0453430

Alabama Resident Agent

By Francis Ware
Attorney-in-Fact & AL Resident Agent

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

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

SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE; CHRISTY HICKS for the following purposes, to wit:

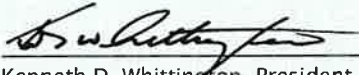
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this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

SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE; CHRISTY HICKS may lawfully do in the premises by virtue of these presents.

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

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President


Kyle P. McDonald, Assistant Secretary

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

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





Notary Public

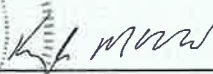
GRANITE RE, INC.
Certificate

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

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

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



Kyle P. McDonald, Assistant Secretary

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we Chris Brewer Contracting, Inc
P.O. Box 70211 Mobile, Al. 36607 as Principal and Granite Re, Inc

14001 Quailbrook Drive Oklahoma City, OK 73134 as Surety, are held and firmly bound unto said City of Mobile, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of Seven Hundred Five Thousand Six Hundred Fifty Dollars and No Cents Dollars (\$ 705,650.00) lawful money of the United States, for the payment of which sum 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 January 4, 2024 (hereinafter called the Contract) for City of Mobile Annual Street Maintenance
Project No.: 2024-3005-06 which Contract the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, all subcontractors to whom any portion of the work in said Contract is sublet, 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 addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the successful claimant or plaintiffs in suits or claims against the CONTRACTOR arising out of or in connection with the said Contract, then the above obligation 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 projection 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 CITY, in which the work provided for in said Contract is to be performed or in any CITY in which said Principal or 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 the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint the Mayor of the City of Mobile, Mobile County, State of Alabama, or his successor or representative, as the agent of each of them to receive and accept services 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.

(c) The Surety shall not be liable hereunder for any damage or compensation recoverable under 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 one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this 4th day of January
2024.

Individual Principals sign here

In the presence of:

_____(SEAL)
_____(Print)
_____(SEAL)
_____(Print)
_____(SEAL)
_____(Print)

(Corporate Name) Chris Brewer Contracting, Inc.

BY: C.S. Brewer
(Signature)

C.S. Brewer
(Print)

ATTEST:

Heather Darby
(Signature)

Heather Darby (Print)

ITS: Bookkeeper

ITS: President
(Title)

Granite Re, Inc.

(Surety sign here) (Corporate name)

BY: Francis Ware
(Signature)

Francis Ware
(Print)

ATTEST:

Susanna Bader
(Signature)

Susanna Bader (Print)

ITS: Account Manager

ITS: Attorney-in-Fact
(Title)

Corporate Seal

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

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

SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE; CHRISTY HICKS for the following purposes, to wit:

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

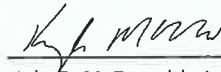
SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE; CHRISTY HICKS may lawfully do in the premises by virtue of these presents.

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

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)



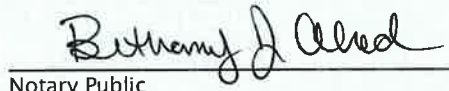

Kenneth D. Whittington, President


Kyle P. McDonald, Assistant Secretary

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

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




Notary Public

GRANITE RE, INC.
Certificate

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

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

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
4th day of January, 2024.




Kyle P. McDonald, Assistant Secretary

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we Chris Brewer Contracting, Inc

(Name of Contractor)

a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

Granite Re, Inc 14001 Quailbrook Drive Oklahoma City, OK 73134

(Name and Address or legal title of one or more sureties)

hereinafter called the "Surety" or "Sureties", are held and firmly bound unto the Council of the City of Mobile, Alabama hereinafter called the "Owner", in the sum of Seven Hundred Five Thousand Six Hundred Fifty Dollars dollars (\$705,650.00), for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated January 4, 2024 entered into a Contract with the Owner for City of Mobile Annual Maintenance Project No:2024-3005-06 which agreement is by reference made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, thence this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit action or proceedings by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further that the said Surety, or Sureties, for the value received hereby stipulate and agree that no charge, extension of time or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

SIGNED, SEALED AND DELIVERED this 4th day of January
20 24

In the presence of:

Individual Principals sign here

(SEAL)

(Print)

(SEAL)

(Print)

(SEAL)

(Print)

(Corporate Name) Chris Brewer Contracting, Inc.

BY: C.S. Brewer
(Signature)

C.S. Brewer

(Print)

ITS: President
(Title)

ATTEST:

Heather Darby
(Signature)

Heather Darby (Print)

ITS: BOOKkeeper
(Title)

(Surety sign here) (Corporate name)
Granite Re, Inc.

BY: Francis Ware
(Signature)

Francis Ware

(Print)

ITS: Attorney-in-Fact
(Title)

ATTEST:

Susanna Bader
(Signature)

Susanna Bader (Print)

ITS: Account Manager
(Title)

Corporate Seal

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

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

SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE; CHRISTY HICKS for the following purposes, to wit:

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

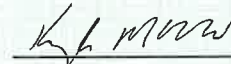
SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE; CHRISTY HICKS may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)



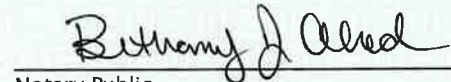

Kenneth D. Whittington, President


Kyle P. McDonald, Assistant Secretary

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

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




Notary Public

GRANITE RE, INC.
Certificate

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

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

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
4th day of January, 2024.




Kyle P. McDonald, Assistant Secretary

During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.
3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.
4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.
5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

ITEM VII
INSURANCE

- A. INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.
- B. Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

Contractor shall name the City of Mobile as an additional insured.

1. 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.

2. Comprehensive General Liability Insurance:

- a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.
- 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.

3. 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.

4. 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.

5. 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).

- a. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
- b. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured
- c. 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.
- d. 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.
- e. 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.

ITEM VIII
SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:

(a) **Limitations:** The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor, with his own organization.

(b) **Subcontractor's Status:** A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all subcontractors' work, including failures or omissions; and his removal may be required by the City Engineer, as in the case of an employee.

2. The contractor shall not sublet the contract on any portion thereof without written permission from the City Engineer. If consent is given, the contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than fifty (50%) percent of the total contract price. The performance of the contract may not be assigned.

3. The City Engineering Department reserves the right to disqualify or refuse to award the contract to a prospective bidder for the following reasons:

- (a) Uncompleted work which, in the judgment of the City Engineering Department, might hinder or prevent the prompt completion of additional work if awarded.
- (b) Failure to pay or satisfactorily settle all bills due to labor and material on former contracts in force at the time of issuance of proposals.
- (c) Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered as outlined in Subarticle 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. Disqualification applies to

bidding as a prime contractor or doing any subcontract work for a prime contractor.

- (d) The Owner, reserves the right to reject any Bidder who has previously failed to perform properly or complete on time contracts of similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.
- 4. The successful bidder shall make every reasonable effort to have at least fifteen (15%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile DBE Compliance Form must be submitted with the bid documents. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.
- 5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the Engineering Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.
- 6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.
- 7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.
- 8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.
- 9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.
- 10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.
- 11. **The contractor shall provide maintenance for a period of one year from final payment receipt by Contractor. This maintenance work shall include furnishing all materials, labor, and incidentals necessary to maintain the project in acceptable condition as determined by the City Engineering Department. This maintenance for a one year period shall be provided with no additional compensation.**

12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Engineer.
13. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the State of Alabama Highway Department Standard Specifications for Highway Construction, 2006 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.
14. Any asphalt used on the project shall have an approved mix design and shall not contain shingles (RAS).
15. The Contractor shall have on the job site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the City Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Engineer without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.
16. The contractor shall take all necessary precautions for the protection of the work and safety and comfort of the general work. Such work shall comply with applicable sections of Items 104 and 107. There will be no compensation for this work.
17. The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.
18. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the City Engineer unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project (no said pay item).

19. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).
20. If needed, the contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. Such plan shall include required signs, detour routes, barricades, lights, drums, cones, etc., to comply with Article 104.04 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. There will be no direct compensation for said traffic control plan preparation and all required materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until the project is complete and any other incidentals necessary to complete the job, shall be subsidiary of Item No. 600A, Mobilization. The contractor shall restore all existing traffic mechanisms to original condition.
21. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.
22. The Contractor at no direct payment will support any utilities encountered during construction, requiring support. Contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of clearing & grubbing (no direct payment).
23. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contract's expense, and shall be absorbed in other bid items. All construction entrances to the site of work shall have aggregate surfacing placed over filter fabric for a minimum of fifty (50) linear feet from the adjacent connecting roadway, by an appropriate width, in an effort to minimize the transportation of sediment onto existing roadways. All areas shall be restored to their preconstruction condition after project completion. Any damage to the asphalt wearing surface beyond or within the limits of construction, as determined by the Engineer or Owner, shall be repaired at no cost to the Owner. Any traffic control required to complete such repairs shall be in accordance with Federal MUTCD manual, Latest Edition and at no cost to the Owner.
24. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.
25. It shall be the responsibility of the contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the Engineer shall be replaced at no additional cost to the project.

26. Contractor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Subarticles 206.4(c) and 201.03(d) of the Standard Specifications.**

The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City Engineering staff will monitor the disposal of construction materials for compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.

27. All salvageable material from the project shall be stored on the project at locations designated by the City Engineer. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.
28. Existing excavated material suitable for use as backfill, embankments, etc. shall be used on the project at no direct payment. Additional material required and compaction of the additional fill material shall be paid for under Item 210-D and Section 306.03 of the Standard Specifications.
29. Existing topsoil material suitable for use on the project shall be stockpiled and utilized at no direct payment. Additional topsoil required shall be paid for under Item 650-A, as designated in the Standard Specifications and will be measured by Truck Bed Measurement.
30. **All water and sanitary sewer work shall comply with the Mobile Area Water and Sewer System (MAWSS) Standard Specifications, latest edition. All MAWSS work, whether by prime or subcontractor, shall be accomplished by an experienced contractor, familiar with MAWSS construction and specifications. The Engineer may require the Contractor to provide necessary documentation explaining such experience before permission to accomplish work is granted.**
31. The project site shall be kept clean at all times. Loose dirt, materials, excavation, etc. shall be kept cleared from streets, walks, ditches, etc. The Owner reserves the right to demand that the Contractor's forces be diverted to clean up whenever conditions warrant such diversion. Diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.
32. The contractor shall take whatever steps are necessary to ensure that dust is controlled during operations.
33. If provided in the Bid Schedule, accepted Concrete Combination Curb and Gutter, as designated in the Standard Specifications, will be measured in linear feet, complete, in

place, along the base of the curb face. Measurement for payment will not extend across driveways or inlets.

34. If provided in the Bid Schedule, mix design for Bituminous Concrete Wearing Surface, Item 429-A, shall be based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 edition. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.
35. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.
36. Project Documentation: Prior to the start of construction, the **Contractor** shall document any features or items of interest or importance by the use of photography and/or videotapes. At least two (2) copies of video and/or photos shall be made. City Engineer shall retain one set. Prints and/or tapes shall be delivered to the City Engineer within one week after they are made.
37. Pipe is to be videoed before acceptance by the City of Mobile. No pay item provided. Cost is considered incidental to the Project.
38. It is the sole responsibility of the Contractor to protect his/her equipment. The owner or the engineer shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.
39. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the Engineer that this has been accomplished. Notifying property owners is considered incidental to the project.
40. The relocation of signs and mailboxes shall be considered a subsidiary obligation of the project.
41. Any damage to private property beyond the limits required to install the storm drain system, sidewalk, curbing, etc., as determined by the Engineer, shall be repaired at the Contractor's expense.
42. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing landscaping items located within the project area and shall coordinate with property owners regarding landscaping items to be removed. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.
43. All pipe joints shall be wrapped to City of Mobile specifications. Pipes shall not have lifting holes.

44. There shall be **NO** adjustment to fuel or asphalt index for this project.
45. The contractor shall be responsible for implementing and maintaining any and all necessary environmental control measures in accordance with all Local, State, and Federal laws and requirements. This includes protection from concrete surface preparations, erosion and sediment controls, as well as a result from any other construction related activities. There will be no direct payment for the materials, equipment, labor or other incidentals required to fulfill this requirement, shall be subsidiary of Item No. 600A, Mobilization.
46. The Contractor shall provide, install and maintain all temporary erosion control measures shown on the drawings. Wattles, hay bales, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained throughout the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The Engineer shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy the City and himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Additionally, the Contractor shall implement any and all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution.
47. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.
48. All projects and construction sites 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 Stormwater Management on Construction Sites and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

Any fines, penalties, or judgments assessed to City of Mobile, its agents or representatives due to inadequately installed or maintained erosion control shall be the responsibility of the Contractor. The Contractor shall indemnify and hold harmless the Engineer, City of Mobile, its agents or representatives from all claims resulting, all or in part, from inadequately installed or maintained erosion control.

49. The Contractor shall be required to have an 8 – 10 Ton Steel Wheel Roller that has all the mechanical parts working properly. In addition, a backup 8 – 10 Ton Steel Wheel roller in case of breakdown so as not to interrupt the continuous placing of asphalt. The tack truck shall, at all times during working hours, have the tack heated to a temperature suitable for placing. The spreader will be required to have all mechanical parts working properly. Mechanical parts are defined as hydraulics, tamper bars, burners, etc. A backup spreader shall be readily available so as not to interrupt the continuous placing of asphalt in case of breakdown.

50. Working hours on certain streets will be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.
51. Workmen shall wear reflectorized vests, shirts or jackets.
52. The Contractor shall not commence with milling, tacking, resurfacing, or striping until all vehicles are removed from the street.
53. At intersections, driveways, and all turnouts, the City Project Inspectors and/or its Engineer shall determine the limits to mill and resurface. The Contractor shall ensure that the asphalt surface meets the elevation at the gutter so as to facilitate drainage, sidewalk ramp construction, and ADA compliance.
54. Tack coat shall be emulsified asphalt grade CRS-2, CRS-2h, CSS-1, CSS-1h, CQS-1h, or CQS-1hp, or one of the Performance Graded Asphalt Binders shown in Article 804.07 in accordance with requirements of Section 405 of the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.
55. Contractor shall use a mechanical broom with blower in operating condition for cleaning streets prior to tacking and resurfacing operations.
56. On some streets, a "ski pole" will be required to insure the correct grade on the street. This will be done at the discretion of the Project Inspector.
57. All temporary stop work joints shall be made using paper. At the beginning of the next work day the contractor shall make every effort to make a joint that will conform to the existing road surface.
58. Prior to resurfacing, the water and sewer manholes and valve covers will be raised by Mobile Area Water & Sewer System. The contractor will make every reasonable effort to make sure the manholes and water valves are exposed after resurfacing is completed.
59. All traffic control configurations shall be restored to their original patterns, unless otherwise directed by the Traffic Engineering Director.
60. All resurfaced streets shall require blue fire hydrant raised markers to be installed to help identify fire hydrant locations. Blue pavement markers are installed in the middle of the travel lane adjacent to a fire hydrant location. In cases where the fire hydrant is located at the corner of an intersecting street, a blue pavement marker is installed on both streets.
61. Reflective Hot tape or 3M-brand reflective roll tape may be allowed to be substituted for thermoplastic paint on Item 703-A. Traffic Engineering must approve any substitutions before use.
62. The Engineer will prepare an estimate once each month for work completed. The contractor will send the Engineer a copy of his estimate figures for the month. Contractors will be required to submit a City of Mobile DBE Utilization Report with each

invoice and with final closeout documents.

63. Tack coat shall be applied prior to placement of asphalt per ALDOT Section 405. There will be no direct payment for this work. It shall be absorbed in other items of work. Only trackless tack shall be allowed on this project.
64. Gutter cleaning will be a subsidiary obligation of 429-A1 Improved Bituminous Concrete Wearing Surface.
65. All permanent striping on the final surface that is required to be removed shall be removed by hydraulic means only or as directed by the Engineer.

ITEM IX
ARTICLES OF AGREEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)

(Executed in Quintuplicate)

(1) THIS AGREEMENT made and concluded this 4th day of January, 20 24, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and GIRIS BREWER CONTRACTING, INC. party of the second part.

WITNESSETH: That the said party of the second part has agreed and by these present does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at their/his own proper cost and expense, all the necessary materials, equipment and labor, of every description and to carry out and complete in a good, firm and substantial manner the following:

Project Name: 2024 CITY OF MOBILE ANNUAL STREET MAINTENANCE

Project No: 2024-3005-06

Project Description: Street Resurfacing and related work

Major work items include: Resurfacing

City of Mobile Project Number **2024-3005-06**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total \$ 705,650.00) in strict accordance with this contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

CITY:

(2) Wherever the word "CITY" is used, it shall refer to the City of Mobile, Alabama.

COUNCIL:

(3) Whenever the word "COUNCIL" is used in the Specifications, it shall refer to the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT:

(4) Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Contractor setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Contract includes the invitation for bids, proposal, contract forms and contract bonds, standard specifications, supplemental specifications, special provisions, general and detailed plans, these Articles of Agreement, notice to proceed, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions

thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

CONTRACTOR:

(5) Whenever the word "CONTRACTOR" is used it shall be held to mean any individual, corporation, partnership, or other entity selected to perform any or all construction services. The contractor shall be eligible to bid Alabama Department of Transportation projects at the time of the prebid conference to be considered a valid bidder for this project.

CITY ENGINEER:

(6) Whenever the word "CITY ENGINEER" is used, it shall refer to the CITY ENGINEER for the City of Mobile or his appointed assistants.

ENGINEER:

(7) The engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company so assigned to this project is **CITY ENGINEER.**

AUTHORITY OF THE CITY ENGINEER:

(8) The CITY ENGINEER will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the CONTRACTOR.

The CITY ENGINEER shall have the authority to withhold further payment or to suspend the work wholly or in part due to failure of the CONTRACTOR to correct conditions unsafe for the workmen or the general public; failure to carry out provisions of the contract; failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions unsuitable for prosecution of the work; or for any other conditions or reason deemed to be in the public interest.

DUTIES OF THE CONTRACTOR:

(9) The work performed under this contract and agreement shall be in strict compliance with the "State of Alabama Highway Department Standard Specifications for Highway Construction", 2018 Edition, with all latest additions and modifications by the Engineering Department of the City of Mobile and with the plans on file in the office of the CITY ENGINEER or as noted herein.

ARBITRATOR:

(10) Both parties to this contract hereby agree that the CITY ENGINEER shall act as referee in all questions and disputes arising under the terms of this Contract between the parties thereto and that the decision of the CITY ENGINEER in all such cases shall be final.

STANDARD SPECIFICATIONS:

(11) Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to State of Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering

Department of the City of Mobile, a copy of which is on file in the office of the CITY ENGINEER.

WAGE SCALE:

(12) The CONTRACTOR will be required to pay the prevailing wage rates for this district that are applicable to the trades engaged in the several different lines of work.

APPOINTMENT AND AUTHORITY OF INSPECTORS:

(13) The CITY ENGINEER may appoint such inspectors, assistants, or representatives as he deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials until any questions at issue can be referred to and decided by the CITY ENGINEER.

The CITY ENGINEER reserves the right to require replacement of any inspector considered to be unqualified for the work.

INSPECTION:

(14) Inspection and acceptance of materials and construction during the progress of the work shall not relieve the CONTRACTOR from any of the obligations assumed under this contract to furnish materials and to perform work strictly in accordance with its terms, and any work in accordance therewith (although overlooked and passed), shall be made good and inferior materials shall be removed and replaced with proper materials upon the demand of the CITY ENGINEER at any time prior to the completion of the work and its acceptance by the CITY ENGINEER.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

(15) If the work of any person employed by the CONTRACTOR should appear to the CITY ENGINEER to be incompetent or disorderly, he shall be immediately discharged upon the request of the CITY ENGINEER.

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

(16) Should the COUNCIL deem it proper or necessary in the execution of the work to make any alterations, which shall increase or diminish the quantities or the expense, such alterations or reductions shall not validate or annul the contract or agreement hereby entered into. The said COUNCIL shall determine the value of the work to be added or omitted; such value to be added to or to be deducted from the contract price as the case may be.

No claim whatever shall be made by the CONTRACTOR for extra materials or work, or for a greater amount of money than is herein stipulated to be paid, unless some changes in or additions to said work requiring additional outlay by the CONTRACTOR shall first have been ordered, in writing, by the said COUNCIL on application of the CITY ENGINEER. Said

writing will be attached to the contract for the making of said improvements, stating that such work is not included in the contract, what the extras are and that such are necessary for the proper completion of the work, or for the security of the work previously done and the reason therefor.

RESPONSIBILITY FOR ACCIDENTS:

(17) The CONTRACTOR covenants to and shall defend, hold harmless, indemnify and exonerate the CITY and any of its officers, directors and employees of and from any and all claims, demands, liability, losses, damages, suits and/or judgments, whether frivolous or otherwise of any character, arising out of, or connected with, the work covered by this contract, regardless of how it may be caused. The CONTRACTOR shall be responsible for providing the City of Mobile and any of its officers, directors, and employees a defense and paying all costs of defending it and investigating said claims, including attorney's fees and expenses.

WORK TO BE PROSECUTED AS DIRECTED:

(18) All work shall be done according to the direction of the CITY ENGINEER or his authorized assistant.

GENERAL COMPLIANCE WITH LAWS:

(19) The Contractor shall comply with the provisions of the labor laws, state laws and federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement, and procure all necessary licenses and permits.

SUSPENSION OF WORK:

(20) If, in the opinion of the CITY ENGINEER, during the progress of the work the conditions of the weather make it inexpedient or hazardous to proceed with the same, or if the public need seems to demand a temporary suspension, prosecution of the project shall cease for such a period as the CITY ENGINEER may direct in writing. No allowance will be made to the CONTRACTOR for damages alleged to have been sustained on account of such suspension of the work. The period of such cessation shall be determined and recorded by the CITY ENGINEER and shall be added to the time herein specified for the completion of the work. It is further agreed that in case of any legal obstruction or injunction affecting the prosecution of the work, such delay shall extend the time of completion of such part or parts of the work as obstructed and delayed for the length of time the obstruction continued and no longer. No damages shall be claimed or allowed the CONTRACTOR by reason of such unavoidable delay.

DELAYS:

(21) Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this contract, or to prevent the abrogation of this contract on account of the violations of its terms or the enforcement and collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to prosecute the work or to furnish materials to the extent that, in the opinion of the CITY ENGINEER, it becomes necessary to ensure the completion within the limit of time specified to this contract, the CITY ENGINEER shall serve a warning to the CONTRACTOR requiring him to provide the means or material to insure the completion of work. Should such warning be disregarded to the extent that unnecessary and unreasonable delay is likely, in the opinion of the CITY ENGINEER, to ensue, the CITY ENGINEER shall notify the COUNCIL of such fact.

Should said COUNCIL so elect, the CITY may complete the contract using for such purpose all materials and tools found upon the work site and belonging to the CONTRACTOR. The COUNCIL shall assess the cost of such work against the sum, which would have been due under this contract.

TASKORDERS:

(22) The amount of work to be performed pursuant to the Contract will be more specifically identified in Task Orders to be issued by the City. Each Task Order will include various line items of work as described herein. Each Task Order may include additional instructions regarding the work requested thereunder. Each Task Order shall be considered part of the Contract Documents and shall be incorporated herein upon issuance of the Task Order by the City. The Contractor will be given a Notice to Proceed for each Task Order issued. No amount of work is guaranteed to be issued through Task Orders.

Each Task Order shall contain an identification of the project ("Project"), description of the work to be completed, compensation to be paid to CONTRACTOR for the performance of the Services ("Compensation"), and a proposed schedule for the performance ("Project Schedule") for the Services.

Upon mutual agreement of the parties, the Task Order shall be finalized and executed by the parties. The effective date of the task order will be as set forth in the individual Task Order.

Changes to the Task Order shall be made in writing and signed by both parties, in accordance with Article 7 herein.

Once a Task Order has been approved, the CONTRACTOR will be given a Notice to Proceed.

COMMENCEMENT AND COMPLETION:

(23) The work shall commence within ten (10) days from the date specified in a Notice to Proceed Order to be issued to the Contractor by the Council, or its authorized representative, and shall be completed within the number of working days indicated in the Task Order, following the commencement date stipulated in said Notice to Proceed Order. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the Council, as liquidated damages, the amount specified in Section 108 of the Standard Specifications for each working day beyond the required date of completion.

TERM:

(24) The term of the Contract shall be one year from the effective date of execution of the Contract. This agreement may be terminated pursuant to this Agreement. Nothing in this agreement grants exclusive rights to the CONTRACTOR to perform the type of work described in the Contract Documents for the City. This contract may be renewed, under the existing terms, conditions, and unit prices, at the discretion of the CITY ENGINEER, and by written agreement with the CONTRACTOR, contingent upon the obligation of additional funds for similar work, for one or two additional one year periods.

In the event of the expiration or partial termination of this Agreement, CONTRACTOR shall, unless otherwise directed by City, complete its performance of any outstanding Task Orders then pending in accordance with the terms and conditions of such Task Order(s) as may be further

amended and this Agreement. In such case, the specifications, terms and conditions of the Task Order(s) and this Agreement shall be deemed to have survived the expiration of this Agreement with respect to such Task Order(s) until such time as the Task Order(s) are completed.

If the City deems necessary to complete the project, an extension of time may be granted by a change order as shown in Attachment B.

ESTIMATE:

(25) In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site (if applicable). Following fifty percent (50%) completion, no further retainage shall be withheld. Each payment request must be accompanied by the DBE Utilization Report.

FINAL ESTIMATE:

(26) Upon the final completion of the work according to the terms of these Articles of Agreement, the Engineer shall inspect all work and materials not previously accepted and returned, and shall render to the City Engineer and the Contractor a semi-final estimate of all work performed and materials furnished. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the ENGINEER and rendered to the CITY and CONTRACTOR. Upon receipt of the Engineer's certification of project completion, the City Engineer shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.
- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final acceptance.
- The Contractor must provide a City of Mobile DBE Utilization Report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

CHANGE ORDERS:

(27) City may, from time to time, request modifications or changes in the Services or Deliverables described in the Task Order. To the extent that the Services or Deliverables to be performed by CONTRACTOR have been affected by such change properly approved, Contractor's Compensation and Project Schedule shall be equitably adjusted. All changes shall be set forth in a written Change Order in the form of Attachment B, incorporated herein by reference, and executed by both parties.

E-VERIFY:

(28) 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.

The CONTRACTOR shall insure that all subcontractors under his employment for this project shall participate in the e-verify program. The CONTRACTOR shall be responsible for having each subcontractor sign the enclosed e-verify form. Any subcontractor found to be in violation of this provision shall cause the CONTRACTOR to be in breach of the agreement and the CONTRACTOR shall be responsible for all damages resulting therefrom.

SOURCE OF FUNDS FOR PAYMENT:

(29) The source of funds for payment by City under this contract is C0864. Said funds are / are not on hand at the time of the execution of this contract.

PROHIBITION OF BOYCOTTING:

(30) By signing this contract, the Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ANTI-DISCRIMINATION CLAUSE:

(31) 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.

GOVERNING LAW AND VENUE:

(32) 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.

E-BUILDER:

(33) The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: <https://app.e-builder.net>. Firms, including CONTRACTORS, shall use e-Builder as an essential component to project management with the City of Mobile.

TERMINATION:

(34) City may terminate all or part of this Agreement for City's convenience by providing thirty (30) days written notice to CONTRACTOR. In such event, CONTRACTOR will be entitled to Compensation for the Services completely and satisfactorily performed up to the effective date of termination.

NOTICE:

(35) Any notice or communication required or permitted by this Agreement shall be deemed sufficiently given if in writing and when delivered personally or 48 hours after deposit with a receipted commercial courier service or the U.S. Postal Service as registered or certified mail, postage prepaid, and addressed as follows:

CITY
City Engineering
City of Mobile
205 Government Street
P. O. Box 1827
Mobile, Alabama 36633-1827

Attn: John Forrester, P.E.,

or to such other address as the party to whom notice is to be given has furnished to the other party(ies) in the manner provided above.

SURVIVAL OF CONTRACT TERMINATION:

(36) The Articles relating to Indemnification, Data Rights, Governing Law and Venue shall survive completion of the Services, payment in full of the Compensation and termination of this Agreement.

MISCELLANEOUS:

Governing Law: The validity, construction and performance of this Agreement and all disputes between the parties arising out of this Agreement or as to any matters related to but not covered by this Agreement shall be governed by the laws, without regard to the laws as to choice or conflict of laws, of the State of Alabama.

Assignment: Neither this Agreement nor any rights under this Agreement may be assigned by any party, without the prior written consent of the other party.

Binding Effect: The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

Parties in Interest: Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the parties any right or remedy under or by reason of this Agreement.

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.

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.

Venue, Jurisdiction and Process: The parties agree that any suit, claim, or other action or proceeding relating to or arising out of this Agreement or any Task Order, including without limitation for the interpretation, performance, enforcement or breach of this Agreement or any Task Order, shall be instituted only in the Circuit Court for Mobile County, Alabama, and each party irrevocably submits to the jurisdiction of such proceeding and waives any and all objections to jurisdiction or venue that it may have under the laws of any state or otherwise in such proceeding.

Severability: The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

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.

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.

SIGNATURE: 

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the CONTRACTOR by such duly authorized officers or individuals as may be required by law.

CITY OF MOBILE

BY: WJ Stinson

ITS MAYOR

William S. Stinson (Print)

ATTEST:

BY: Lisa C. Lambert

CITY CLERK

Lisa C. Lambert



CONTRACTOR:

WITNESSES:

AN INDIVIDUAL

(Print)

(Print)

CHRIS BREWER CONTRACTING, INC.

CONTRACTOR: (IF CORPORATION)

(Print)

BY: C.S. Brewer

ITS PRESIDENT

C.S. BREWER (Print)

ATTEST:

Heather Darby
ITS SECRETARY

Heather Darby (Print)

1/4/2024

DATE

Corporate Seal



STATE OF ALABAMA }

COUNTY OF MOBILE }

I, the undersigned, Notary Public in and for said County in said State, hereby certify that C.S. Brewer, whose name is signed to the foregoing instrument in the capacity of President of Chris Brewer Contracting, Inc. and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day and date the same bears date.

Given under my hand and official seal of office this the 16 day of January, 2024.


NOTARY PUBLIC My Commission Expires:



ITEM X
SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, shall be amended as follows:

1. PARAGRAPH 105.06(b) *CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION* SHALL BE **AMENDED TO INCLUDE THE FOLLOWING:**

- a. If requested by the ENGINEER, Contractor shall provide resume or other information necessary to ensure that project superintendent is experienced in drainage work and associated work items. At the request of the ENGINEER in writing with concurrence of the City of Mobile, Contractor shall immediately remove any superintendent or other employee whose lack of experience, conduct or inability to effectively communicate in the English language is detrimental to the project. Said removal shall not be cause for claim against ENGINEER, City of Mobile or their agents.
- b. In the event that additional engineering or construction administration effort is required due to personnel changes required in accordance with paragraph A or solely initiated by the Contractor, the ENGINEER shall be reimbursed by the contractor for such additional effort at the ENGINEER'S prevailing hourly rates.

Engineer shall provide Contractor a minimum of 48 hours' notice prior to initiating additional effort charges, clearly stating the reasons for such charges and notifying the Contractor of necessary steps or corrective actions to avoid additional effort charges.

Proper corrective action taken within 48 hours by the Contractor shall void additional engineering fee charges.

No corrective action by the Contractor shall initiate additional engineering fees retro-active to date of contractor notification.

2. ITEM 108.01 *SUBLETTING AND ASSIGNMENT (a)*; PARAGRAPH 1 *LIMITATIONS* SHALL BE **AMENDED TO INCLUDE THE FOLLOWING:**

The ENGINEER reserves the right, with approval from the CITY ENGINEER, to disapprove or disqualify a Subcontractor that has exhibited or participated in fraudulent activities either as a prime Contractor or a Subcontractor under a previous contract administered by the ENGINEER. Furthermore; the ENGINEER may require a list of references from local Contractors, Project Engineers or Government Agents in order to verify past performances, capabilities and competency before acceptance of the Subcontractor is granted.

3. SECTION 109, SUB-SECTION 109.07 PARTIAL PAYMENT SHALL BE REPLACED WITH THE FOLLOWING:

Once each month the ENGINEER will make an appropriate estimate on the regulation form of the work or portion of the work completed and the value thereof based on the contract Unit Prices, or proportional part thereof for Lump Sum items, less retainage or any assessed liquidated damages or other designated deductions.

The payment of any monthly estimate for any portion of the work as provided in the Specifications shall in no way affect the obligation of the Contractor to complete the work in accordance with the contract. Payment of any monthly invoice will not be made until such time as all records and forms are completed and submitted.

No Payment for stored material will be included on the monthly estimates.

4. SECTION 210, PAY ITEM 210-A UNCLASSIFIED EXCAVATION; PAY ITEM 210-D BORROW EXCAVATION. STRUCTURE FILL (A-2-4 OR BETTER); PAY ITEM 210-E BORROW EXCAVATION STRUCTURE, SUB-SECTION 210.09 METHOD OF MEASUREMENT SHALL BE REPLACED WITH THE FOLLOWING:

Unit of Measurement for all accepted Excavation shall be by the cubic yard truck bed measure. The accepted volume of Excavation shall be based on certified delivery tickets as determined by truck bed measure

6. ITEM 429-A277 IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER PATCHING, 3/8" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE E (INCL. TACK COAT) (ALDOT Standard Specifications for Highway Construction, 2018 Edition):

429.A277.01

Description

This section shall consist of a hot bituminous plant mixed pavement layer placed on a prepared surface in accordance with the Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction 2006 edition. General requirements for all bituminous concrete pavements in section 410 are applicable to this section. QC/QA from section 106 applies to this section as well. This section shall include the surface preparation and use of tack coat as found in section 405 of the 2018 ALDOT Standard Specifications for Highway Construction.

429.A277.02

Materials

Materials shall conform to Section 410 and section 429.02 Materials of the 2006 ALDOT Standard Specifications for Highway Construction. Tack Coat Material shall conform to section 405 of the 2018 ALDOT Standard Specifications for Highway Construction.

429.A277.03

Basis of Payment

Improved Bituminous Concrete Wearing Surface Layer, will be paid for at the contract unit price, including the placement of tack coat, bid in accordance with Article 410.09 Payments shall be made per ton of completed in place Bituminous Concrete Wearing Surface Layer, Patching as prescribed in the 2006 ALDOT Standard Specifications for Highway Construction.

7. ITEM 618-D HANDICAP RAMPS (TYPE(S) A, B, C, D, E):

618.D.01

Description

This section shall include the work of furnishing, installing, and finishing as required, handicap ramps at locations as required in the plans or as directed by the ENGINEER

618.D.02

Materials

Materials shall conform to Section 618 of the 2018 ALDOT Standard Specifications for Highway Construction.

618.D.03

Basis of Payment

Payment will be based on the respective unit bid price for handicap ramps, complete-in-place according to plan details which shall be payment in full for hauling, preparation, placing, and maintenance as required and for all labor, equipment, tools, and incidentals necessary to complete this item. Truncated Domes required for handicap ramps shall be paid for separately under Pay Item No. 618-E and are not included in Pay Item 618-D.

8. ITEM 618-E REGULAR AND MODIFIED TRUNCATED DOME INSERT FOR NEW OR EXISTING HANDICAP RAMPS:

618.E.1

Description

This section shall include the work of furnishing, installing, cutting and anchoring Truncated Dome Inserts in new and existing handicap ramps.

618.E.2

Materials

Truncated Dome Inserts shall be Armor Tile ATR 2448 for New Construction or Armor-Tile ADA-S 2448 for existing construction. Color Colonial Red, Federal Color Number 20109, or approved equal, Truncated Domes shall be 24" wide x 48" in length and shall have a mechanism for anchoring insert into concrete that allows easy removal and replacement.

618.E.3

Basis of Payment

Payment will be based on the respective unit bid price and shall be payment in full for furnishing, installing, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

Where installation of multiple Truncated Domes require cutting, payment will be made for each complete Truncated Dome Insert used in the installation.

9. ITEM 623-B125 HAULING FROM CITY STOCK PILE AND INSTALLATION OF GRANITE CURB (INCLUDING CUTTING AND FITTING):

623.B125.1

Description

This section shall include the work of hauling, cutting and installing of granite curb from City stock pile.

623.B125.2

Basis of Payment

Payment will be based on the respective unit bid price and shall be payment in full for hauling, installing, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

10. ITEM 623-B126 REMOVAL AND REINSTALLATION OF GRANITE CURB (INCLUDING CUTTING AND FITTING):

623.B126.1

Description

This section shall include the work of removing, stockpiling, reinstalling, cutting and fitting of granite curb.

623.B126.2

Basis of Payment

Payment will be based on the respective unit bid price and shall be payment in full for removing, stockpiling, reinstalling, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

11. ITEM 623-B127 REMOVAL AND REINSTALLATION OF SLATE TILES:

623.B127.1

Description

This section shall include the work of removing, stockpiling, reinstalling of slate tiles.

623.B127.2

Basis of Payment

Payment will be based on the respective unit bid price and shall be payment in full for removing, stockpiling, reinstalling, grouting, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

12. SECTION 650, PAY ITEM 650-A TOPSOIL: SUB-SECTION 650.04 METHOD OF MEASUREMENT SHALL BE REPLACED WITH THE FOLLOWING:

Unit of Measurement for all accepted TOPSOIL shall be by the cubic yard truck bed measure. The accepted volume of TOPSOIL shall be based on certified delivery tickets as determined by truck bed measure.

13. ITEM 654-A SOLID SODDING:

654.A.1

Description

This pay item shall include all labor, tools, equipment and materials necessary to provide, on the project site, solid sodding. It is the responsibility of the Contractor to determine the type of sod present and replace in kind.

654.A.2

Basis of Payment

Payment will be based on the respective unit bid price for solid sodding, complete-in-place, which shall be payment in full for furnishing the individual solid sodding, for hauling, preparation, placing, and maintenance (incl. watering) of the solid sodding and for all labor, equipment, tools and incidentals necessary to complete this item.

14. ITEM 659-A EROSION CONTROL NETTING

Description

This pay item shall include the furnishing, laying, and maintaining an approved protective netting material over seeded, sprigged or sodded areas as directed by the Engineer. The Contractor may select North American Green S150 Erosion Control Blanket or an equivalent.

15. ITEM 740-A. TRAFFIC CONTROL:

740 A.1

Description

This section shall include the work of furnishing, installing, relocating, re-installing and maintaining Construction Signs, Drums, Cones and Weights as required to maintain traffic and to provide a safe work zone, including sign post and portable supports as necessary.

740 A.2

Materials

All materials shall conform to the appropriate Section of the 2018 ALDOT Standard Specifications for Highway Construction.

740 A.3

Basis of Payment

Payment will be based on the respective unit bid price and shall be paid in full for all labor, materials, equipment, tools, transporting, installing, removal, re-installing and all incidentals necessary to complete this item.

ATTACHMENT “A”

TASK ORDER

TASK ORDER NUMBER: _____

Contract No. _____

Project No. _____

This Task Order is made this the ____ day of _____, 20__, by and between The City of Mobile ("City") and _____ ("Contractor") pursuant to the terms and conditions set forth in the Contract executed between the parties on the ____ day of _____, 20__, ("Agreement"), which incorporated this Task Order by reference.

1. The Engineer Project Number for this Task Order is _____. The Engineering Project Number shall be referenced in each invoice/estimate submitted by Contractor to City under this Task Order.
2. The work to be performed by Contractor, the Project Schedule, Deliverables, and the Compensation to be paid to Contractor for the performance of the work described under this Task Order is set forth in the executed Contract/Agreement that has been accepted by the City and incorporated herein by reference. A Scope of Services checklist and/or project plans may be included with this task if required.
3. The number of working days to complete this task order will be _____.

CITY

CONTRACTOR

Signature

Signature (SEAL)

Name (Printed or Typed)

Name (Printed or Typed)

Date

Date

ATTACHMENT “B”

CHANGE ORDER

CHANGE ORDER

Contract No. _____
Project No. _____
Change Order No. _____
Effective Date _____

In accordance with Article 7 of the Contract dated _____, 20__ ("Agreement") between the City of Mobile ("City") and _____ ("Contractor"), this Change Order modifies the Agreement as follows:

1. Change in Services: _____

_____.
2. Change in time of Performance (attach schedule if appropriate): _____
_____.
3. Change in Engineer's Compensation: _____
_____.

All other terms and conditions remain unchanged.

CITY

Signature

Name (Printed or Typed)

Date

CONTRACTOR

Signature (SEAL)

Name (Printed or Typed)

Date

ATTACHMENT “C”

CONTRACTORS INSURANCE CERTIFICATES



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/8/2024

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

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

PRODUCER Palomar Insurance Corp. Palomar Insurance Corporation P.O. Box 240849 Montgomery AL 36124	CONTACT NAME: Allison Strouse PHONE (A/C, No, Ext): 334-409-3146 E-MAIL ADDRESS: allisons@palomarins.com FAX (A/C, No): 334-271-0499												
INSURED Chris Brewer Contracting Inc. PO Box 70211 Mobile AL 36607	INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A: AlaComp</td><td>NAIC #</td></tr><tr><td>INSURER B: Midwest Employers Casualty Co.</td><td>23612</td></tr><tr><td>INSURER C: Pennsylvania National Mutual Casualty</td><td>14990</td></tr><tr><td>INSURER D: Penn National Security Insurance Co</td><td>32441</td></tr><tr><td>INSURER E: Colony Specialty Insurance Company</td><td>36927</td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER A: AlaComp	NAIC #	INSURER B: Midwest Employers Casualty Co.	23612	INSURER C: Pennsylvania National Mutual Casualty	14990	INSURER D: Penn National Security Insurance Co	32441	INSURER E: Colony Specialty Insurance Company	36927	INSURER F:	
INSURER A: AlaComp	NAIC #												
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INSURER C: Pennsylvania National Mutual Casualty	14990												
INSURER D: Penn National Security Insurance Co	32441												
INSURER E: Colony Specialty Insurance Company	36927												
INSURER F:													

COVERAGES**CERTIFICATE NUMBER:** 1811710930**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR 500 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:		GY92014239	2/15/2023	2/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$
D	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☒ Hired Physic ☒ Damage		AX92014239	2/15/2023	2/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ HPD Deductible \$ 500
C	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		UL92014239	2/15/2023	2/15/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐ N / A	15491000 PEAL155000	1/1/2024 1/1/2024	1/1/2025 1/1/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Leased/Rented Equip Cargo		IM2579530	2/15/2023	2/15/2024	Limit 250,000 Limit 50,000 Ded 2,500 Ded 1,000

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

2024 City of Mobile Annual Street Maintenance: COM Project No. 2024-3005-06

City of Mobile is included as an Additional Insured in respect to all policies except Workers Compensation and Professional Liability when applicable. Which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment)

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile
205 Government Street
Mobile AL 36644

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

ATTACHMENT “D”

SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT, AND DBE UTILIZATION REPORT

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.

Approved by:

E-Verify Employer	
Name (Please Type or Print) Chris Brewer	Title President
Signature 	Date January 12, 2024
Department of Homeland Security - Verification Division	
Name (Please Type or Print)	Title
Signature	Date

Information Required for E-Verify	
Information relating to your Company:	
Company Name:	Chris Brewer Contracting Inc
Company Facility Address:	3025 Dial Street Whistler AL 36612-1751
Company Alternate Address:	
County or Parish:	Mobile

Employer Identification Number:	20-2329945	e-verify company id 498926
North American Industry Classification Systems Code:	237	
Parent Company:		
Number of Employees:	25	
Number of Sites Verified or:	1	
Are you verifying for more than one site? No If yes, please provide the number of sites verified for in each State:		
State	Number of sites	Site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:	
Name:	Chris Brewer
Telephone Number:	251-456-7200
Fax Number:	251-456-7271
E-mail Address:	accounting@chrisbrewercontracting.com

Name:	
Telephone Number:	
Fax Number:	
E-mail Address:	



City of Mobile
Office of Supplier Diversity

**REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS
ENTERPRISE (DBE) GOAL**

Bid/RFP/P.O./Solicitation/Other# 2024-3005-06 Current Date 1/5/24

Project Description City of Mobile Annual Street Maintenance

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be
waived on the above-referenced project for the following reason(s):

Please attached any supporting documentation.

Waiver requested due to the nature of the work. This is an annual maintenance contract for

repair services that will be executed by task order only. The tasks are

specialized and small enough to not warrant the use of sub-contractors.

Nick Amberger

Requested By (Department Director)

Nick Amberger (Signature) *IF*

251-208-7426

Telephone Number

City Engineer
(Title)

1/5/2024
(Date)

nick.amberger@cityofmobile.org

Email Address

Reviewed By (Office of Supplier Diversity)

Sharon Stoddard (Signature) *Supplier Diversity Mgr.* (Title)

1/11/2024
(Date)

Approved By (CAO)



City of Mobile, Alabama

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Acctmqs@cityofmobile.org
251.209.7567
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.



CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Acidreque.Ax22@cityofmobile.org
251.208.7857
205 Government Street, 5th Floor

Section I. Information about your company

FORM 1: Background and Plan

Company	
Address	
Telephone	
E-Mail	

RFI/RFP Solicitation Number	
Project Description	
Is your company a DBE company?	Yes ☐ No ☐
Work force demographics	Male ☐ Female ☐ Minority ☐ Non-minority ☐ SDVO ☐
Total # of Employees	

Subcontractor/Major Supplier Plan submitted by:

Printed Name: _____ Date: _____

Signature: _____

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: _____



CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: _____ Phone: _____ Email: _____
 Contact Person: _____

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

YES ()	NO ()	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified 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 invitations 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 of 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.



Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archaque.kidd@tycandible.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 \$ _____ Date: _____

	Description
/ /	

Name of Bidder/Proposer: _____

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

[illegible]



CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

CONTRACT RECORDS:

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

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

Section 2(B)

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

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

DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs.

Return to Office of Supplier Diversity
Via email: archetype.kidd@cityofmobile.org

or
P.O. Box 1948
Mobile, AL 36633

CITY OF MOBILE

DBE Compliance DBE UTILIZATION REPORT

CONTRACTOR:

Chris Brewer Contracting, Inc.

DESCRIPTION:

Certified DBE:

YES

NO

Contract Start Date:

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:

C.S. Brewer

SIGNATURE:

C.S. Brewer

President

12/20/23

(Date)

(Title)

DBE Utilization Report

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Chris Brewer (affiant) who, being duly sworn says as follows:

President/CEO of Chris Brewer Contracting Inc.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as President for Chris Brewer Contracting Inc. I 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 Chris Brewer Contracting Inc. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 498926

C.S. Brewer

CEO of Chris Brewer Contracting, Inc.

Sworn to and subscribed before me this the 4th day of January, 2024

I certify that the affiant is known to me to be the identical party he or she claims to be.

Randall Hurd Carter

Signature and Seal of Notary Public

**RANDALL HURD CARTER
NOTARY PUBLIC
ALABAMA STATE AT LARGE
COMM. EXP. 10/19/25**

ATTACHMENT “E”

**CERTIFICATIONS, AFFIDAVITS
& PROJECT CLOSEOUT**

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

STATE OF: ALABAMA COUNTY OF: MOBILE

CITY OF MOBILE
CITY PROJECT NO. 2024-3005-06
2024 CITY OF MOBILE ANNUAL STREET MAINTENANCE

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____ SURETY: _____

In accordance with the provisions of the Contract between the Owner and the Contractor listed above,

the Surety Company, _____

on bond of Contractor, _____

hereby approved the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Owner, _____

THE CITY OF MOBILE, ALABAMA

IN WITNESS WHEREOF, the Surety Company has hereinto set its hand and seal this

_____ day of _____, 20_____.

Surety Company

Witness

Signature of Authorized Agent

Title

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS & DEBTS

PROJECT: CITY OF MOBILE
CITY PROJECT NO. 2024-3005-06
2024 CITY OF MOBILE ANNUAL STREET MAINTENANCE

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____

State of: _____
County of: _____

The undersigned hereby certifies that, except as listed below, he has paid in full or otherwise satisfied all obligations 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 his property might in any way be held responsible.

EXCETION: (If none, write none) _____

Contractor: _____

Subscribed and sworn to before me this _____

_____ day of _____, 20____.

By: _____

Title: _____

Notary Public: _____

My Commission Expires: _____

CITY OF MOBILE

CONTRACTOR'S CLOSEOUT REQUIREMENTS

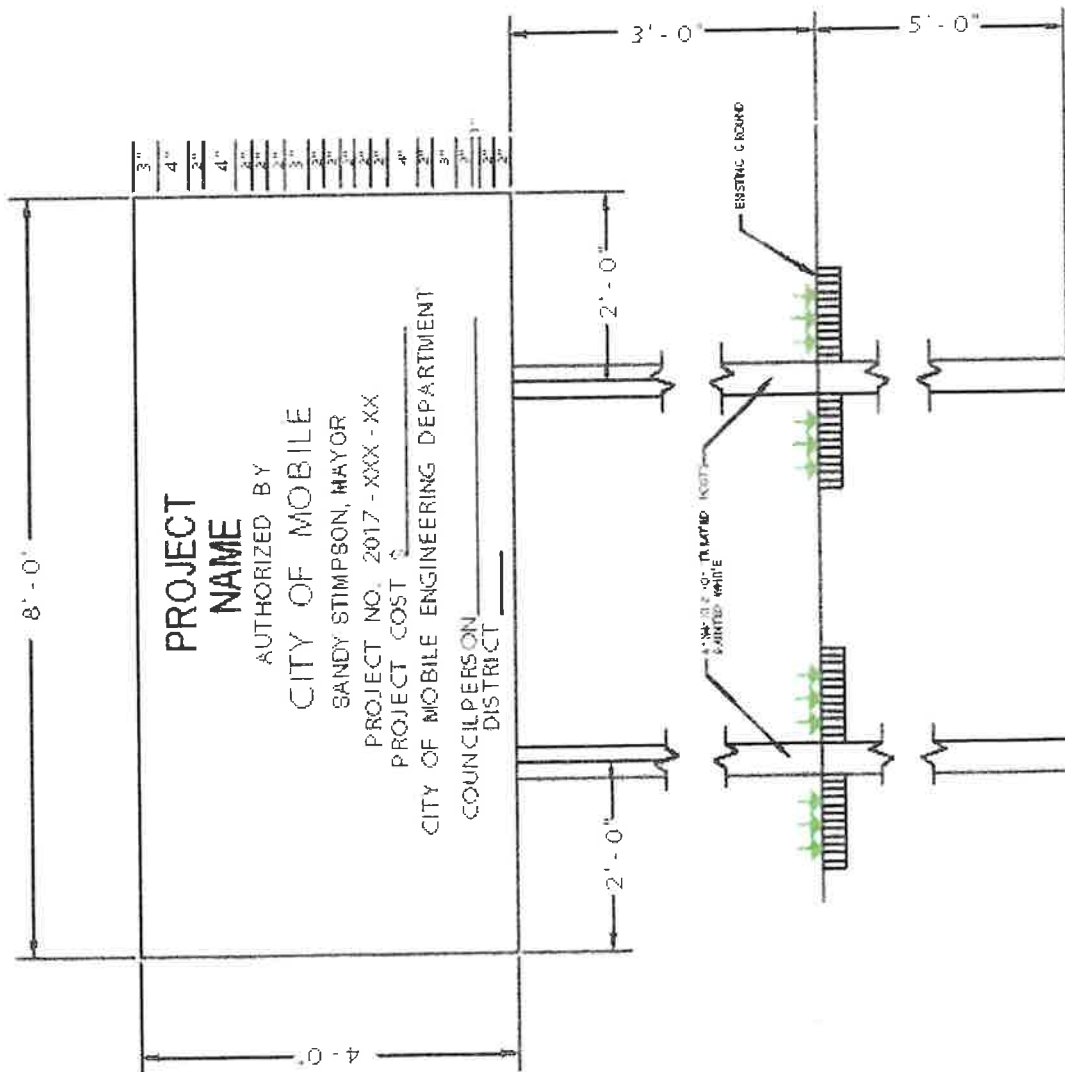
The Contractor shall execute the following requirements as follows:

1. The Contractor must publicly advertise the NOTICE OF COMPLETION furnished by Engineer a minimum of once a week for four (4) consecutive weeks.
2. The Contractor must execute copies of CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished by the Engineer.
3. The contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished by the Engineer.
4. The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
5. The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year from final payment receipt by Contractor.
6. Contractor must provide a Maintenance Agreement for the grassing for a period of one (1) year from final payment receipt by Contractor.
7. The Contractor must provide a DBE Utilization Report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.

All the above requirements must be satisfied by the Contractor before final payment can be made.

ATTACHMENT “F”

SIGN DETAILS



PROJECT SIGN DETAIL

- 1) Sign shall be constructed of 3/4" exterior grade plywood painted with 2 coats exterior semi gloss white enamel and lettered with exterior black enamel.
- 2) Sign to be placed at location directed by the Engineer.
- 3) Sign to be freshly painted and maintained in good condition until completion of project and then removed from the site
- 4) Project cost shall be neatly painted on original sign and not on a board nailed to the sign.

ATTACHMENT “G”
TAX EXEMPTION

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS:

A. DESCRIPTION OF REQUIREMENTS

1. This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings for Base Bid and Alternates on the revised proposal attached hereto, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.
2. Base bid and all Alternate Bids shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.
3. Forms required to be completed and submitted shall be those included in the Bid and Contract Documents; those required by the ADOR; and any others as required by the Owner.
4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract and Bid Documents including, in part, "Instructions to Bidders," "General Conditions of the Contract" and "Supplementary Conditions"; unaltered provisions of those documents shall remain in effect.
2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.
3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Base Bid Proposal and each Alternate for the Work. No additional amount shall be added to the Contract because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.
5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.
6. When necessary or required Purchase Orders shall be used for materials for Work on this project only.
7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.
8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its base bid and additive alternate bid.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile

Date: 12/20/23

Name of Project: 2024 CITY OF MOBILE ANNUAL STREET MAINTENANCE
Project Number: 2024-3005-06

SALES TAX ACCOUNTING

Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

ESTIMATED SALES TAX AMOUNT

BASE BID ITEMS:

\$ 29,147.88

ADDITIVE ALTERNATE #1:

\$ 4,500.⁰⁰

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of Bidder CHRIS BREWER CONTRACTING, INC.

Mailing Address P.O. Box 70211 Mobile, AL. 36607

*By (Legal Signature) C.S. Brewer

*Name (type or print) C.S. BREWER (Seal)

*Title PRESIDENT

Telephone Number (251) 456-7270



STATE OF ALABAMA



BID LIMIT: U

AMOUNT: UNLIMITED

LICENSE NO.: 40677

TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

CHRIS BREWER CONTRACTING INC

MOBILE, AL 36607

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

D: DEMOLITION, HS: HIGHWAYS AND STREETS, MU: MUNICIPAL AND UTILITY

until November 30, 2024 when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

27th day of November, 2023

Michael B. Ture

SECRETARY-TREASURER

Charles A. Tate Jr.

CHAIRMAN

201580



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 10, 2026

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Authorize Contract with the Mobile Chamber of Commerce Foundation, Inc. in support of the MoGo Rideshare Program, a partnership between the Mobile Chamber of Commerce and Via, in the amount of \$200,000.00

Amount of Contract:

200,000.00

Funding Source

General Fund

ATTACHMENTS:

1. Resolution - MACCF - MoGo Rideshare Program
2. Mobile Chamber of Commerce Foundation Performance Contract

REVIEWERS:

Lana Pafenbach

Lana Pafenbach

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 hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Performance Contract with the Mobile Area Chamber of Commerce Foundation Inc. in the amount of \$200,000.00 for support of the MoGo Rideshare program, a partnership between the Mobile Chamber of Commerce and Via operating in the City of Mobile, Alabama 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

STATE OF ALABAMA)

COUNTY OF MOBILE)

PERFORMANCE CONTRACT

THIS PERFORMANCE CONTRACT (sometimes hereinafter "Agreement") made and entered into by and between the City of Mobile, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City"), and the **MOBILE AREA CHAMBER OF COMMERCE FOUNDATION INC.**, a not-for-profit corporation organized and existing under the laws of the State of Alabama (sometimes hereinafter "Contractor"), agree as follows:

WHEREAS, the mission of the Contractor's transportation pilot program, known as MoGo Rideshare, is to address workforce transportation needs in the Mobile area by expanding access to convenient, affordable, on-demand transit, with a specific focus on increasing access to jobs and training opportunities in historically underserved communities; and,

WHEREAS, the City desires to allocate funding to Contractor to provide said services.

NOW, THEREFORE,

WITNESSETH:

That the City, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the Contractor, and other good and valuable consideration, the receipt sufficiency of all of which is hereby acknowledged, does hereby covenant and agree as follows:

City hereby agrees to pay the Contractor the sum of **TWO HUNDRED THOUSAND DOLLARS AND NO/100 (\$200,000.00)**, payable for the period from the execution of this Agreement to **June 30, 2026**. Said funds will be disbursed in a single payment in the sum of **TWO HUNDRED THOUSAND DOLLARS AND 00/100 (\$200,000.00)** each, which shall result from a written request to be delivered to the City's Finance Department. **Additionally, Contractor agrees to submit quarterly activity reports and financial statements to the City.**

Contractor agrees that it shall be totally responsible for, and shall have exclusive control over the management and disbursement of all such monies received from the City, and that all monies received under this Agreement shall be used to benefit City of Mobile and its community for the following purposes:

Funds will be utilized to support the MoGo Rideshare program which is a partnership between the Mobile Chamber of Commerce and Via. This program aims to remove employment barriers by providing reliable, technology-enabled transportation solutions for unemployed and underemployed residents.

Upon the completion of its services performed under this Agreement, the Contractor shall provide to City's Finance Department an activity report and financial report.

Additionally, Contractor agrees to permit at all reasonable times and places an audit of its books and records by City's duly authorized representatives.

Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest in the business of the Contractor, and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of the Contractor, or sums earned or derived by the Contractor, nor shall Contractor at any time or times use the name or credit of the City in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.

Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be the 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 the 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 manner in which services by the Contractor are performed, but on the contrary, the Contractor shall be wholly responsible therefore.

Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this 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.

The Contractor hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.

The Contractor agrees that upon violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of the Contractor, the City may, at its option, terminate and cancel this Agreement.

The Contractor agrees that it will comply with Title 6 of the Civil Rights Act of 1964 assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin or disability, in connection with federally funded programs.

In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of an attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, 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.

The Contractor agrees and understands that the funding of this Agreement is solely provided from the **City's General Fund**. If, at any time during the City's fiscal year, City's actual revenues decrease below that amount which has been projected by the City to sustain the operating budget of the City, this Agreement may be declared null and void, and no liability shall accrue to any party hereto. Notwithstanding any of the other provisions contained in this Agreement, City shall maintain the right to terminate this Agreement upon proper notice, which shall be in writing and shall be provided to the Contractor at least thirty (30) days prior to the intended date of cancellation.

For the term of this Agreement, the Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured***, and shall attach to this contract, as proof thereof, a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

- a. General Liability Insurance - public liability including premises, products and complete operations.
 - (1) Bodily injury liability:
\$250,000 each person
\$500,000 each occurrence
 - (2) Property damage liability - \$100,000 each occurrence

Or, (in lieu of (1) and (2) above)
 - (3) Bodily injury and property damage combined -
\$500,000 per occurrence
- b. Comprehensive - Automobile Liability Insurance including owned, non-owned, and hired vehicles.
 - (1) Bodily injury liability:
\$250,000 each person
\$500,000 each occurrence
 - (2) Property damage liability \$100,000 each occurrence

Or, (in lieu of (1) and (2) above)
 - (3) Bodily injury and property damage combined -
\$500,000 per occurrence

c. Workers' Compensation/Employer's Liability: (when required by statute)

- (1) Workers' Compensation insurance in the amounts required by all applicable laws, rules, regulations of the state of Alabama.

Said insurance coverage shall be Primary and Non-contributory; waiver of subrogation shall apply in favor of City with respect to all policies and no policy will be altered or terminated unless City shall be given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

If the certificate of insurance referenced in this agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it will not purchase or obtain any vehicles during the term of this Agreement.

CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

City of Mobile is included as an Additional Insured with respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not as to third parties or to anyone, a waiver of any defense of immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising from this Agreement.

All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City:

**City Clerk
City of Mobile
Post Office Box 1827
Mobile, AL 36633-1827**

**Copy to: City of Mobile Finance Department
Post Office Box 1827
Mobile, AL 36633-1827**

**And to Contractor: Mobile Area Chamber of Commerce Foundation, Inc.
P.O. Box 2187
Mobile, AL 36652
ATTN: Michi Lunceford**

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.

Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.

The Parties agree that the jurisdiction and laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the circuit court of Mobile County, Alabama

Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorizations and assurances necessary in order to abide by the terms of this Agreement.

The contractor agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491, Ala. Code § 31-13.1, et seq., including all penalties for violation thereof. Compliance shall be evidenced by the Contractor's documentation of enrollment in the E-Verify Program. 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 with 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.

By signing this contract, the Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the state of Alabama can enjoy open trade.

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.

Contractor's signatory below represents that she or he has all requisite power and authority to execute and deliver this Agreement on behalf of Contractor and to sufficiently legally bind Contractor to perform its obligations hereunder.

I declare under penalty of perjury that all facts, figures, reports, budgets, request and supporting documentation submitted to procure public funds are true and correct. I further declare that I do so with a continued obligation to supplemental said information.

Contractor and the City enter this Agreement for their mutual benefit and not for the benefit of any third parties.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day and year first written.

[Signature Page to Follow]

MOBILE AREA CHAMBER OF COMMERCE
FOUNDATION, INC.

BY Michi Lunceford

PRINT NAME: Michi Lunceford

ITS: Treasurer

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that Michi Lunceford whose name as Treasurer of **MOBILE AREA CHAMBER OF COMMERCE FOUNDATION, INC.**, a non-profit corporation, is signed to the foregoing Performance Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Performance Contract, he, as such officer and with full authority executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the 26th day of January, 2026

(SEAL)



Odetta Woods Stutts

Notary Public

State of Alabama At-large

My Commission Expires: March 2, 2026

CITY OF MOBILE, A Municipal Corporation

BY _____
Spiro N. Cheriogotis, Mayor

ATTEST:

BY _____
Its City Clerk



MOBIARE-03

JHENDREN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/28/2026

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 Thames Batre' Insurance PO Box 6989 Mobile, AL 36660	CONTACT NAME: Lucy Kirby, AAI		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
	E-MAIL ADDRESS: lucy@thamesbatre.com		
INSURED Mobile Area Chamber of Commerce, Inc. Post Office Box 2187 Mobile, AL 36652-2187	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Tri-State Insurance Co. of		31003
	INSURER B : Midwest Employers Casualty Co		23612
	INSURER C : Alabama Self-Insured W/C Fund		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:	X	X	ADL4289686-52	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EMPLOYEE BENEFIT \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	ADL4289686-52	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	X	X	ADL4289686-52	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	PWAL129001	1/1/2026	1/1/2027	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Worker's Compensation	X		P101533AL2026	1/1/2026	1/1/2027	Per Statute

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

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

Workers Compensation:

The Alabama Self-Insured Worker's Compensation Fund waives the right to bring action against Certificate Holder to enforce any right of subrogation, which may arise from Alabama Self-Insured Worker's Compensation Fund's payment of workers' compensation benefits. This waiver does not affect (1) the right of SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE



AGENCY CUSTOMER ID: MOBIARE-03

JHENDREN

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Thames Batre' Insurance		NAMED INSURED Mobile Area Chamber of Commerce, Inc. Post Office Box 2187 Mobile, AL 36652-2187	
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:

an employee of Member to bring an action for damages, or (2) Alabama Self-Insured Workers Compensation Fund's right to intervene in such action to protect any interest in any proceeds of any such action. This waiver shall apply only if and to the extent required by Certificate Holder.

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 1800 Dauphin Island Parkway

Pursuant to Resolution of the Mobile, Alabama City Council adopted **January 6, 2026**, a public hearing will be held on the **10th** day of **February**, 2026, at 10:30 a.m., to consider adoption of an ordinance for the proposed modification of a previously approved Planned Unit Development to located at 1800 Dauphin Island Parkway.

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 further modifications other than the ones sought by the applicant, and may take other actions allowed by the 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 September 2, 2004, allowing multiple buildings on a single building site located at 1800 Dauphin Island Parkway and described as follows:

LOT 1, FULTON ROAD BAPTIST CHURCH SUBDIVISION, AS RECORDED IN MAP BOOK 106, PAGE 39, IN THE OFFICE OF THE JUDGE OF PROBATE COURT, MOBILE COUNTY, ALABAMA.

WHEREAS, on October 29, 2025, the owner of said property applied for a Termination of the Planned Unit Development allowing multiple buildings on a single building site.

WHEREAS, the Planning Commission held a public hearing on the requested Termination on December 18, 2025, and recommended approval of the Planned Unit Development Termination to the City Council, subject to the following conditions:

1. Administrative approval of a Minor Modification to the Fulton Road Baptist Church Planning Approval;
2. Full compliance with all municipal codes and ordinances.

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

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

1. Administrative approval of a Minor Modification to the Fulton Road Baptist Church Planning Approval;
2. 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 10th 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 14th 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 **1800 Dauphin Island Parkway**.

The proposed amendment will terminate a Planned Unit Development (PUD) that was approved for said location on **September 2, 2004**. The owner of said property has applied for the termination of a previously approved Planned Unit Development allowing multiple buildings on a single building site. If approved, the **previously approved Planned Unit Development allowing multiple buildings on a single building site will be terminated**, subject to the following proposed conditions: 1. Administrative approval of a Minor Modification to the Fulton Road Baptist Church Planning Approval; 2. 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 September 2, 2004, allowing multiple buildings on a single building site located at 1800 Dauphin Island Parkway and described as follows:

LOT 1, FULTON ROAD BAPTIST CHURCH SUBDIVISION, AS RECORDED IN MAP BOOK 106, PAGE 39, IN THE OFFICE OF THE JUDGE OF PROBATE COURT, MOBILE COUNTY, ALABAMA.

WHEREAS, on October 29, 2025, the owner of said property applied for a Termination of the Planned Unit Development allowing multiple buildings on a single building site.

WHEREAS, the Planning Commission held a public hearing on the requested Termination on December 18, 2025, and recommended approval of the Planned Unit Development Termination to the City Council, subject to the following conditions:

1. Administrative approval of a Minor Modification to the Fulton Road Baptist Church Planning Approval;
2. Full compliance with all municipal codes and ordinances.

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

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

1. Administrative approval of a Minor Modification to the Fulton Road Baptist Church Planning Approval;
2. 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

**Fulton Road Baptist Church Subdivision, Resubdivision of Lot 1
Fulton Road Baptist Church (Byrd Surveying, Inc., Agent)
1800 Dauphin Island Parkway
Council District 3
C.J. Small**



THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

December 23, 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 **Fulton Road Baptist Church Subdivision (Byrd Surveying, Inc., Agent)**, for **terminating a previously approved Planned Unit Development allowing multiple buildings on a single building site**, for the property located at **1800 Dauphin Island Parkway**.

After discussion the Planning Commission voted to recommend approval of the Planned Unit Development Termination to the City Council, subject to the following conditions:

1. Administrative approval of a Minor Modification to the Fulton Road Baptist Church Planning Approval;
2. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

December 22, 2025

Byrd Surveying
ATTN: Keri Givens
2609 Halls Mill Road
Mobile, Alabama 36606

Re: 1800 Dauphin Island Parkway
MOD-003533-2025
Fulton Road Baptist Church Subdivision, Resubdivision of Lot 1
Fulton Road Baptist Church (Byrd Surveying, Inc., Agent)
District 3
Request to terminate a previously approved Planned Unit Development allowing multiple buildings on a single building site.

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 voted to recommend approval of the Planned Unit Development Termination to the City Council, subject to the following conditions:

1. Administrative approval of a Minor Modification to the Fulton Road Baptist Church Planning Approval;
2. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **\$211.28**. 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, all required conditions must be satisfied within two (2) years of approval, or the approval shall expire, unless an extension request is filed and approved by the Planning Commission and City Council.

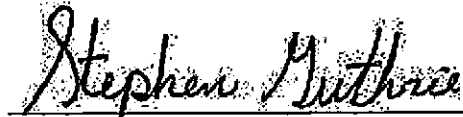
If you have any questions regarding this action, please call this office at 251-208-5895.

MOD-003533-2025 1800 Dauphin Island Parkway
December 22, 2025

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By:

A handwritten signature in dark ink, appearing to read "Stephen Guthrie", is written over a horizontal line.

Stephen Guthrie
Deputy Director of Planning and Zoning



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:	2609 HALLS MILL ROAD	
Email:	byrd@byrdsurveying.biz	
Phone:	251-476-5010	
Email:		
Name:	BYRD SURVEYING	

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

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

	Owner	Design Professional
Name:	FULTON ROAD BAPTIST CHURCH	
Firm:		
Phone:	251-471-2525	
Email:	fulrdbc@yahoo.com	
Address:	1800 DAUPHIN ISLAND PARKWAY	

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.
 1800 DAUPHIN ISLAND PARKWAY

Property Address: 121,968 SF
 KEY #01004950 Property Area (acres or square feet)

Parcel Number(s) or Key Number(s): R-1 SUBURBAN
 Present Zoning or Transect District: R-1 SUBURBAN
 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.

Chris Mearns
 Owner Signature

10-29-2025
 Date

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

10/28/2025
 Date

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

Kari P. Gu
 Applicant or Agent Signature

10/28/2025
 Date

CHECKLIST E

Terminating a Previously Approved Planned Unit Development

The following information is required to evaluate an application for the termination of a previously approved Planned Unit Development (PUD). Please provide a complete response to each item.

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
- ☒ Lighting Plan - Required if parking lot lighting is provided. The plan must demonstrate compliance with the illumination standards of the Unified Development Code.
- ☒ Site Plan - Must show all existing improvements and demonstrate compliance with all applicable requirements of the Unified Development Code.
- ☒ Landscape Plan - Required if the original PUD was approved to allow flexibility from tree planting or landscape area requirements. The plan must be revised, if necessary, to demonstrate compliance with all applicable Unified Development Code Standards.
- ☒ Shared Parking Plan - Required if the original PUD permitted shared parking across multiple building sites. Approval of a Shared Parking Plan must be obtained prior to final approval of the PUD termination.

1. Identify all reasons a PUD was required at the time of approval (e.g., multiple buildings on a single site, reduced setbacks, increased site coverage, etc.)

THERE WERE MULTIPLE BUILDINGS ON THE PROPERTY AND ADDITIONAL PROPOSED AT THAT TIME.

2. Explain how the site will comply with all applicable Unified Development Code requirements (e.g., setbacks, site coverage, landscaping) following termination of the PUD.

THIS SITE IS IN COMPLIANCE AT PRESENT AND TERMINATING THE PUD WILL NOT CHANGE ANYTHING.

3. Identify all conditions or restrictions imposed upon the PUD by the Planning Commission or City Council.

1. completion of the subdivision process.
2. Provision of 8' wooden privacy fence.
3. Full compliance with municipal codes and ordinances.

4. Explain how termination of the PUD aligns with neighborhood character and supports the orderly development of surrounding properties.

Termination of the PUD will allow approval of a three lot subdivision and residential development.

5. Identify whether termination will create any **nonconforming structures or uses** under the Unified Development Code. If so, explain how these will be addressed.

N/A

6. Describe how **vehicular and pedestrian access** will be maintained in compliance with current Unified Development Code standards after PUD termination, including any shared or cross-access arrangements.

There will be no change in vehicle and pedestrian access.

7. Confirm the following:

☒ All **utility easements** remain compliant with City requirements and are unaffected by the termination.

☒ All **drainage easements** remain compliant with City requirements and are unaffected by the termination.

☒ All **infrastructure easements** remain compliant with City requirements and are unaffected by termination.

8. If the PUD is only **partially developed**, explain how any undeveloped portions of the site will comply with applicable zoning requirements following termination.

N/A

9. Identify any **private covenants, maintenance agreements, or easements** associated with the PUD and explain whether they will remain in effect, be modified, or no longer be necessary.

N/A

10. Describe how **open space, stormwater facilities, or public amenities** established under the PUD will be maintained or otherwise addressed following termination.

N/A

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

Revised October 2025



City of Mobile • Planning & Zoning
Owner's Letter of Authorization

I, Arthur Maurin, 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 1800 DAUPHIN ISLAND PARKWAY.

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

BYRD SURVEYING

Designee (1)

byrd@byrdsurveying.biz

Email

251-476-5010

Phone Number

Art Maurin
Signature of Property Owner

Designee (2)

Email

Phone Number

Date

10-29-2025

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

Revised February 2022

FULTON ROAD BAPTIST CHURCH PUD TERMINATION

IN AUGUST OF 2024, WE SUBMITTED A THREE LOT SUBDIVISION OF LOT 1, FULTON ROAD BAPTIST CHURCH SUBDIVISION AND THE PLANNING STAFF DISCOVERED THIS PROPERTY WAS INCLUDED IN A PLANNED UNIT DEVELOPMENT IN 2004. AT THAT TIME THERE WERE THREE EXISTING BUILDINGS ON THE PROPERTY AND THEY WERE PROPOSING TO CONSTRUCT ANOTHER BUILDING IN THE SOUTHWEST CORNER OF THE PROPERTY.

IN 2012 ONE OF THE SMALL BUILDINGS FACING MAGNOLIA LANE WAS REMOVED AND IN 2025 THE OTHER SMALL BUILDING WAS REMOVED. THE PROPERTY CURRENTLY HAS THE CHURCH SANCTUARY AND THE LARGE BUILDING CONSTRUCTED IN 2004-2005.

THIS APPLICATION IS TO TERMINATE THE PUD TO MORE EASILY CREATE THE THREE LOT SUBDIVISION THAT WAS PROPOSED 14 MONTHS AGO AND ANY FUTURE DEVELOPMENT OF THE PROPERTY.

Byrd Surveying
2609 Halls Mill Road
Mobile, AL 36606

Fulton Road Baptist Church
1800 Dauphin Island Parkway
Mobile, AL 36605

S E Cemeteries of Alabama, Inc.
P. O. Box 130548
Houston, TX 77219

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

WH Capital, LLC
P. O. Box 6450
Norcross, GA 30091

Jerry McCreary & Robert Mullen
1135 Heron Lakes Circle
Mobile, AL 36693

Timothy & Gloria Jenkins
2004 Magnolia Lane
Mobile, AL 36605

Jonathan Boone
1629 Bens Lane
Mobile, AL 36605

Milton & Belinda Wilson
2015 Faye Street
Mobile, AL 36605

Jennifer Maggard
579 W. Brundage Way
Hayden, ID 83835

Rose Stephens
2061 Faye Street
Mobile, AL 36605

John & Shelby Dye, Jr.
2012 Magnolia Lane
Mobile, AL 36605

William Cannon & Rhonda Nodd
1715 Main Street
Mobile, AL 36617

Robert & Rosemary Flowers
2054 Magnolia Lane
Mobile, AL 36605

Steve Sloan
372 Pecan Avenue
Fairhope, AL 36532

Debra Balams
1616 Union Street
Mobile, AL 36617

Brenda C. Coker
4112 Perch Point Drive
Mobile, AL 36605

Deborah Banks
2053 Magnolia Lane
Mobile, AL 36605

B & K Rentals, LLC
171 Conway Drive W.
Mobile, AL 36608

Wuilson & Juan Ixtacuy
2603 Cheshire Drive S.
Mobile, AL 36605

Sandra Donaldson
2020 Nicholas Lane
Mobile, AL 36605

Delores Milligan & Ovril Banks
2022 Nicholas Lane
Mobile, AL 36605

Tommy & Kristin Duncan
8786 Tupelo Court
Daphne, AL 36524

Brenda D. Mickles
2028 Nicholas Lane
Mobile, AL 36605

Thomas Conway
P. O. Box 3132
Mobile, AL 36652

Joseph C. Walls
8 Buerger Road
Mobile, AL 36608

Wayne's Fast Foods, Inc.
5718 Kings Mill Drive N.
Mobile, AL 36693

Global Signal Acquisitions IV, LLC
2000 Corporate Drive
Canonsburg, PA 15317

Ellis & Shantee Harper
1312 Dunnaway Drive
Mobile, AL 36605

Linda Hayes c/o Norman Lewellen
2017 Nicholas Lane
Mobile, AL 36605

William A. Frazier
2019 Nicholas Lane
Mobile, AL 36605

Arthur & Michael Rattler, Jr.
2023 Nicholas Lane
Mobile, AL 36605

Jonathan & Donna Higgs
2025 Nicholas Lane
Mobile, AL 36605

Plan C, LLC
2607 Dauphin Street, Suite C
Mobile, AL 36606

Michael M. Singleton
3866 Dyer Road
Big Pine Key, FL 33043

Russell & Viva Jefferson
2008 Bakers Lane
Mobile, AL 36605

Jose Roman
3920 Berwyn Dr. S., Apt. 169
Mobile, AL 36608

Fumiko Netsu
2012 Bakers Lane
Mobile, AL 36605

Marilyn Fowlkes
2014 Bakers Lane
Mobile, AL 36605

Martin Brinkman
2036 Nicholas Lane
Mobile, AL 36605



Agenda Item # 13

SUB-003536-2025 & MOD-003533-2025

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

[Applicant Materials for Consideration – Subdivision](#)

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

DETAILS

Location:

1800 Dauphin Island Parkway

Subdivision Name:

Fulton Road Baptist Church Subdivision, Resubdivision
of Lot 1

Applicant / Agent:

Fulton Road Baptist Church / Byrd Surveying, Inc.

Property Owner:

Fulton Road Baptist Church

Current Zoning:

R-1, Single Family Residential Suburban District

Future Land Use:

Low Density Residential

Applicable Codes, Policies, and Plans:

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

Proposal:

- Subdivision approval to create three (3) legal lots of record from one (1) legal lot of record.
- Termination of a previously approved Planned Unit Development

Considerations:

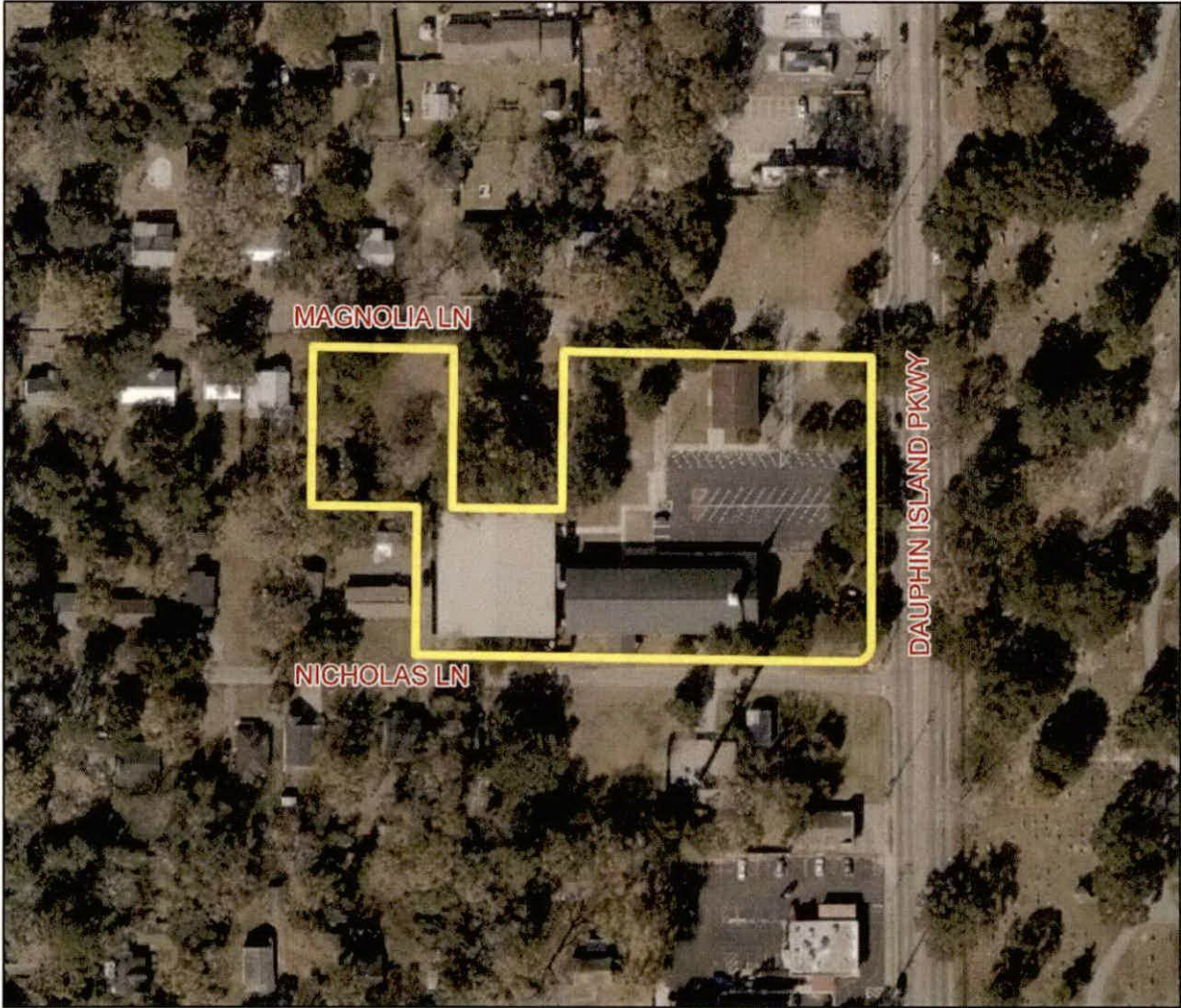
1. Subdivision proposal with eleven (11) conditions.
2. Termination of a previously approved Planned Unit Development with two (2) conditions.

Report Contents:

Page

Context Map	2
Site History	3
Staff Comments	3
Commission Considerations	7
Exhibits	9

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units. A restaurant lies to the south.

APPLICATION NUMBER <u>13</u> DATE <u>December 18, 2025</u>	 NTS
APPLICANT <u>Fulton Road Baptist Church Subdivision, Resubdivision</u>	
REQUEST <u>Subdivision, PUD Termination</u>	

SITE HISTORY

The site was originally part of the 54-lot *Nicholas's Subdivision, Brick-Yard Tract*, recorded in the Mobile County Probate Court in February 1907, and the 47-lot *Re-Survey of Hakanson Subdivision*, recorded in January 1943.

In July 1983, the Board of Zoning Adjustment approved a Side Yard Variance for the eastern portion of the property to allow construction of a portico within the required side yard setback.

At its September 2, 2004, meeting, the Planning Commission approved a Subdivision, Planning Approval, and Planned Unit Development (PUD) for the site to allow a two-lot subdivision and construction of a multi-purpose building for an existing church with multiple buildings on a single site. The associated plat was subsequently recorded in the Mobile County Probate Court, identifying the subject property as Lot 1 of the *Fulton Road Baptist Church Subdivision*.

In August 2006, the Planning Commission approved a request to waive sidewalk construction along Dauphin Island Parkway, Magnolia Lane, and Nicholas Lane.

In November 2006, the Board of Zoning Adjustment approved a Side Street Side Yard Variance to allow construction of an eight-foot-tall wooden privacy fence within the required side street setback along Nicholas Lane.

It should be noted that, on January 4, 2018, the Planning Commission approved the subdivision of Lot 2 of the *Fulton Road Baptist Church Subdivision* into three lots. Because Lot 2 was never developed, it was later determined that the 2018 subdivision effectively removed Lot 2 from the previously approved Planning Approval, PUD, and Variances.

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 and label the monument set or found at each subdivision corner.
- C. Add a graphic scale.
- D. Provide the bearing and distance labels for the proposed subdivision.
- E. Provide the recording information for the three (3) previously dedicated ROWs.
- F. Provide the recording information for the adjacent RESURVEY OF HAKANSON SUBDIVISION.
- G. Provide information for the existing flood zone.
- H. Dedicate the corner radius (25' minimum or as approved by the City Engineer and Traffic Engineer) at the northeast corner of LOT A to the City of Mobile and list the amount of dedicated acreage in SF and Acres.
- I. Add a signature block for the Owner, Notary Public, Planning Commission, Traffic Engineer, and City Engineer.
- J. Provide the Surveyor's Certificate.
- K. As shown on the 1984 aerial photo LOTS A, B, & C will share the 61,000 sf of 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 A – 61,000 sf, LOT B - NONE, and LOT C - NONE. Stormwater detention will be required for any additional impervious area that exceeds the allowable credit for that LOT.
- L. 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.
 - M. 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.
 - N. 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.
 - O. 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.
 - P. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
 - Q. 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 Termination

NO COMMENTS for terminating the existing PUD.

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 subdivision request is to create three (3) legal lots of record from one (1) existing lot of record. The site is served by public water and sanitary sewer.

The proposed lots have frontage on Magnolia Lane, Dauphin Island Parkway, and Nicholas Lane. Magnolia Lane and Nicholas Lane are Minor Streets without curb and gutter improvements, each requiring a 60-foot-wide right-of-way. Dauphin Island Parkway is identified on the Major Street Plan as a Principal Arterial Street, with a planned 100-foot right-of-way at this location. The preliminary plat depicts 50-foot-wide rights-of-way along Magnolia Lane and Nicholas Lane, as dedicated with the 2004 subdivision approval; however, it depicts a 90-foot-wide right-of-way along Dauphin Island Parkway. Therefore, if approved, the Final Plat should be revised to illustrate dedication sufficient to provide 50 feet from the centerline of Dauphin Island Parkway, unless the Planning Commission grants a waiver of Section 6.B.2. of the Subdivision Regulations.

Since the Planning Commission approved dedication of 50-foot-wide rights-of-way along Magnolia Lane and Nicholas Lane, no additional dedication should be required along these streets.

A compliant corner radius is shown at the intersection of Nicholas Lane and Dauphin Island Parkway, consistent with Sections 6.B.12. and 6.C.6. of the Subdivision Regulations, however, a radius is not shown at the intersection of Magnolia Lane and Dauphin Island Parkway. Corner radii at both intersections were required and recorded as part of the 2004 subdivision. Therefore, if approved, the Final Plat should include a sufficient radius at the intersection of Magnolia Lane and Dauphin Island Parkway.

While Section 6.C.7. of the Subdivision Regulations discourages lots with multiple street frontages, it allows such lots if access is limited to one street per block face. Given that the site has historically maintained access from all three (3) street frontages without any apparent adverse impacts on the surrounding neighborhood, a waiver of Section 6.C.7. may be appropriate.

The proposed lots meet the minimum width requirements of Section 6.C.2.(b)(2) of the Subdivision Regulations for lots within Residential Suburban Districts.

The lots also exceed the minimum size requirements for lots served by public water and sanitary sewer in the R-1, Single-Family Residential Suburban District. Lot sizes are labeled in both square feet and acres on the preliminary plat, and this information should be retained on the Final Plat, if approved, adjusted for any required dedication.

The required 25-foot front yard setback is shown along Magnolia Lane, Dauphin Island Parkway, and Nicholas Lane on the preliminary plat, consistent with Section 6.C.8. of the Subdivision Regulations and Article 2, Section 64-2-5.E. of the Unified Development Code (UDC) for R-1 Suburban District lots. These setbacks should likewise be retained on the Final Plat, if approved, and adjusted for any required dedication.

Approval of this subdivision would modify the boundaries of the Fulton Road Baptist Church Planned Unit Development (PUD). Because the concurrent application seeks to terminate the overall PUD, subdivision approval should be conditioned upon approval of the PUD termination. Without the termination, the subdivision would create lots that straddle existing PUD boundaries, which would instead require a Major Modification to the PUD.

Because the property is also subject to a previously approved Planning Approval authorizing the religious facility use, the proposed subdivision cannot be finalized until the Planning Approval boundaries are updated to reflect the newly created lots. Recent applications of a similar nature have required a Major Modification to existing approvals unless the modification solely removed undeveloped land from the approval area. In this case, the subdivision would reduce, but not eliminate, the area governed by the existing Planning Approval and does not alter the approved use. Therefore, approval of the subdivision should be contingent upon completion, or at least approval, of the Minor Modification process to revise the Planning Approval boundaries accordingly. If the Minor Modification is not completed, the subdivision would instead require a Major Modification to the Planning Approval prior to final approval.

The site is located within the Peninsula Overlay District. Accordingly, if the subdivision is approved, the development of each lot will be subject to the provisions of Article 12 of the UDC.

Planned Unit Development Termination

The applicant seeks to terminate a previously approved Planned Unit Development (PUD) associated with the Fulton Road Baptist Church property. Under the former Zoning Ordinance, PUDs expired one (1) year after approval if no associated development permits were obtained. Article 5, Section 64-5-8.A.2. of the Unified Development Code (UDC) later extended the expiration of all unexpired PUDs approved prior to March 1, 2023, to two (2) years if no associated development permits had been obtained. For PUDs where development had commenced or was completed prior to March 1, 2023, any subsequent modifications must be reviewed by the Planning and Zoning Department, with Major Modifications requiring Planning Commission and City Council approval.

The applicant's narrative, provided on Page 1 of this report, suggests that because the UDC no longer requires PUD approval for the type of development constructed on the site, the PUD should be terminated and no longer subject to modification review.

The original PUD was established solely to permit multiple buildings on a single building site. Under the UDC, multiple buildings may now be located on a single site without special approval if they comply with the dimensional requirements of Article 2 for the underlying zoning district, including minimum lot area, maximum lot coverage, maximum building height, and minimum front, side, and rear setbacks. Multiple buildings are likewise permitted without special approval if all applicable Article 3 development standards are met, including building design standards, tree and landscape requirements, buffer requirements where applicable, off-street parking and loading requirements, parking lot lighting standards (including photometric plans), and bicycle parking requirements.

The submitted site plan depicts the development of Lot 1 within the Fulton Road Baptist Church Subdivision. The concurrent subdivision request proposes to divide the original Lot 1 into three (3) lots—Lots A, B, and C. Approval of the subdivision would modify the boundaries of the existing PUD. Because the subdivision would otherwise create lots that straddle the current PUD boundaries, subdivision approval must be conditioned upon approval of the PUD termination. Without termination of the PUD, the subdivision would require a Major Modification to adjust the PUD boundaries.

The original PUD approval included four (4) conditions:

1. Completion of the subdivision process;
2. Installation of an eight-foot wooden privacy fence along the north and west property lines where the site abuts residential development;
3. Compliance with all municipal codes, including landscaping and tree plantings per Section IV.E.3.a. of the former Zoning Ordinance; and
4. General compliance with all municipal codes and ordinances.

If the PUD is terminated, Lot A would continue to contain the existing religious facility, consisting of two (2) buildings, with vehicular circulation and pedestrian access remaining unchanged. The eight-foot privacy fence along Nicholas Lane would also remain. Lots B and C would be created for single-family residential use, with no additional site modifications proposed.

It remains unclear whether the site fully complies with all current UDC standards, as the submitted plan appears to reflect the 2004 proposed development rather than the development as constructed. However, because the original PUD did not waive any development requirements of the former Zoning Ordinance and only allowed multiple buildings, any dimensional or design deficiencies may be considered non-conforming. The applicant should be aware that termination of the PUD will remove any previously granted flexibility, and all future development or redevelopment will be required to comply fully with the UDC.

The conditions attached to the original PUD are now standard requirements under the UDC, which may render them obsolete in the context of the termination request. However, the PUD termination does not address the existing Planning Approval authorizing the religious facility use. For similar recent requests, staff has required the Major Modification process to reflect the revised development area unless the request merely removed undeveloped land from an approval. In this case, the subdivision and PUD termination would reduce, but not eliminate, the area subject to the existing Planning Approval. Therefore, approval of both applications should be conditioned upon completion, or at least approval, of the Minor Modification process to correctly depict the updated boundaries.

If the termination is approved, the ordinance adopted by the City Council must be recorded in the Office of the Judge of Probate within 90 days, in accordance with Section 64-5-8.1.J.1.(a) of the UDC, or the approval shall be rendered null and void.

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:

Based on the preceding, if the Subdivision request is considered for approval, and with a waiver of Section 6.C.7. of the Subdivision Regulations (for excess street frontage), the following conditions could apply:

1. Retention of the right-of-way widths along Magnolia Lane and Nicholas Lane, as depicted on the preliminary plat;
2. Revision of the Final Plat to depict dedication sufficient to provide 50 feet from the centerline of Dauphin Island Parkway, unless a waiver of Section 6.B.2. of the Subdivision Regulations is granted by the Planning Commission;
3. Retention of the lot size labels in both square feet and acres, or the provision of a table on the Final Plat providing the same information, adjusted for any required dedication;
4. Retention of the 25-foot front yard setback along all street frontages, adjusted for any required dedication;
5. Administrative approval of a Minor Modification to the Fulton Road Baptist Church Planning Approval;
6. City Council approval of the associated PUD termination request prior to the Planning and Zoning Department signing the Final Plat;
7. Placement of a note on the Final Plat stating that the future development of each lot must comply with the Peninsula Overlay regulations of Article 12 of the UDC;
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 TERMINATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in Section 64-5-8-B.1-F states the following concerning Planned Unit Development Terminations:

Approval Criteria. The Planning Commission shall not recommend a termination of a Previously approved Planned Unit Development for approval, and the City Council shall not approve the termination, unless the proposed termination:

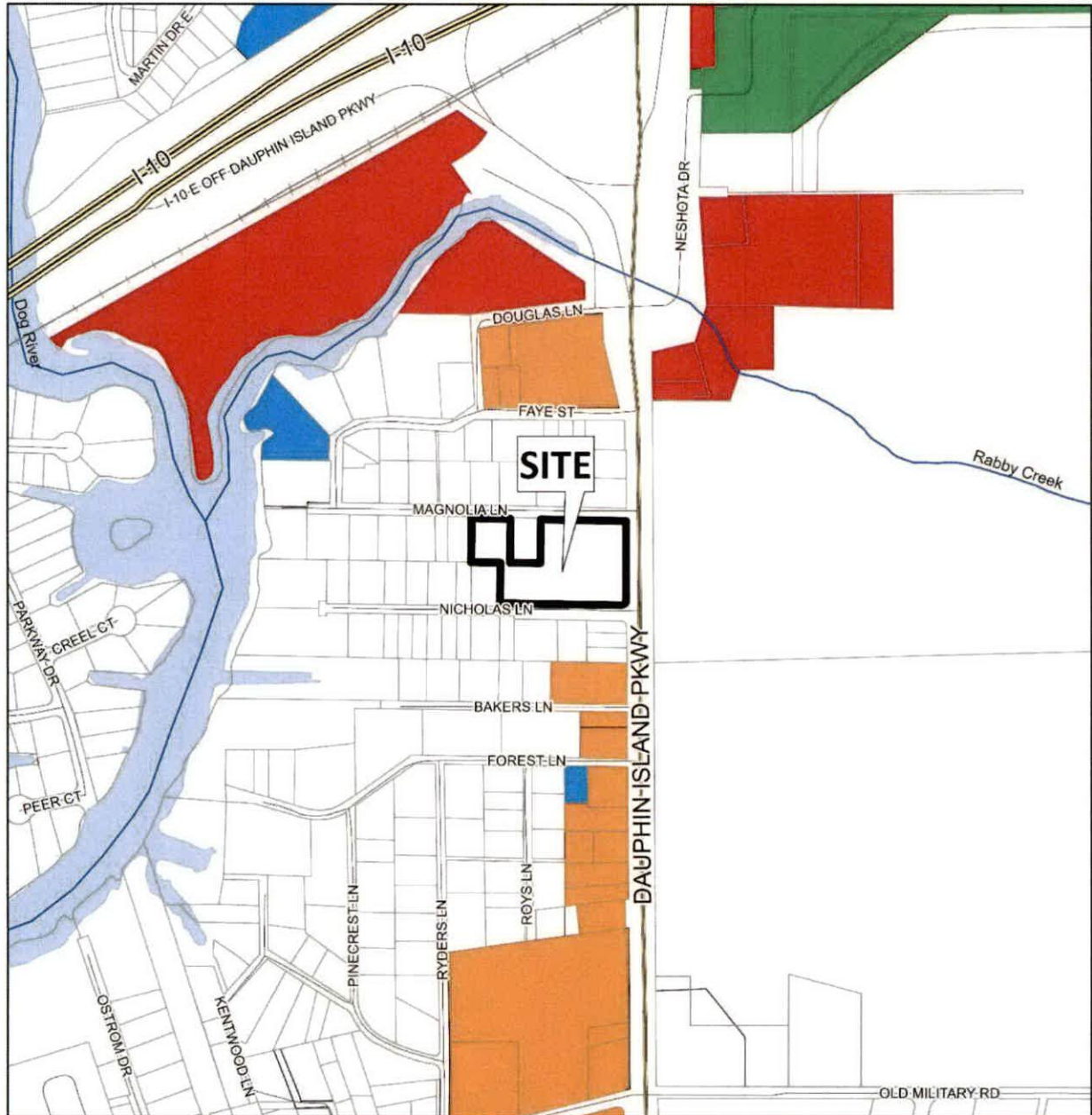
1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working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

Considerations:

If the Planning Commission considers approval of the request, the following conditions could apply.

1. Administrative approval of a Minor Modification to the Fulton Road Baptist Church Planning Approval;
2. Full compliance with all municipal codes and ordinances.

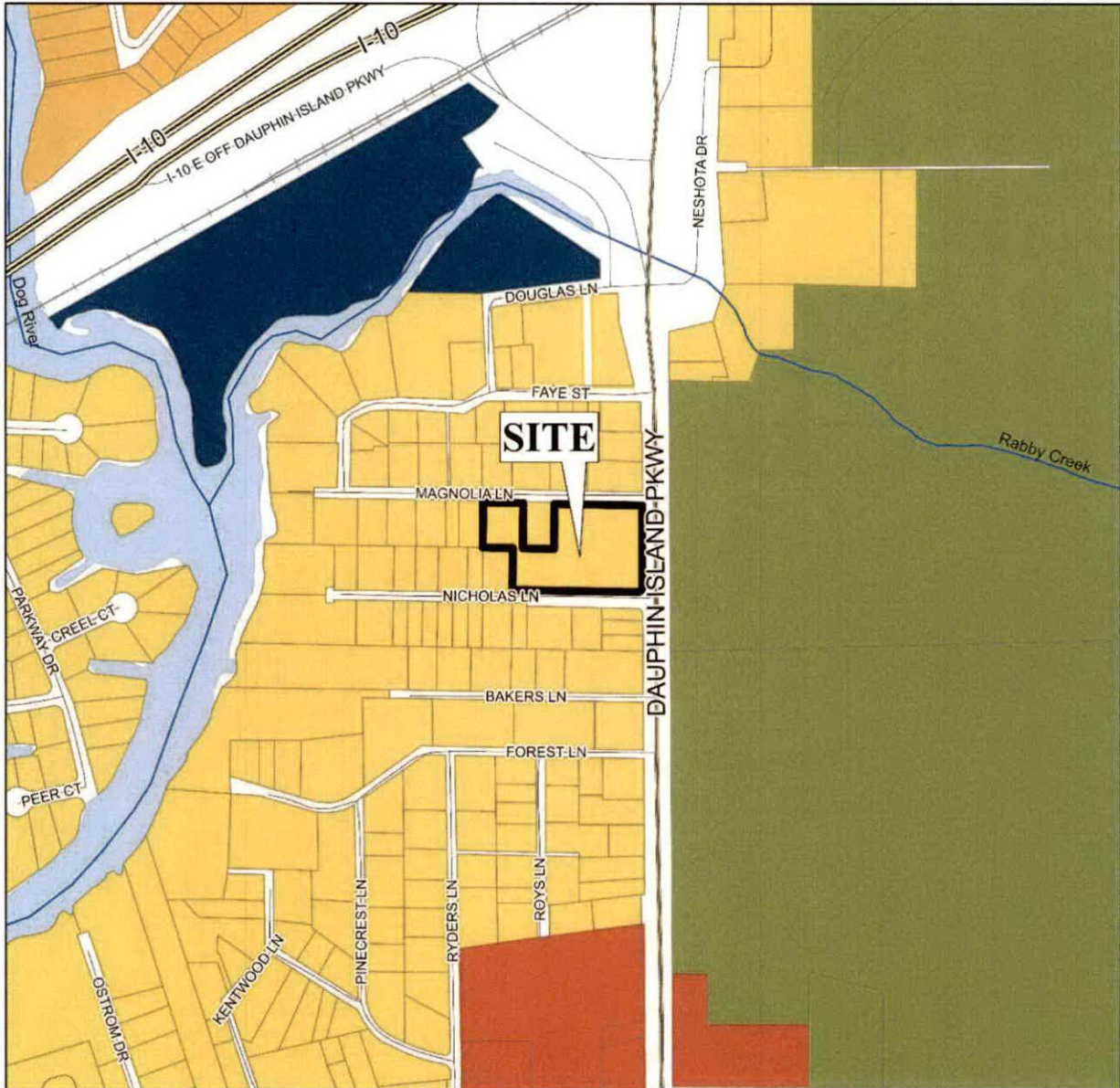
LOCATOR ZONING MAP



APPLICATION NUMBER <u>13</u> DATE <u>December 18, 2025</u>
APPLICANT <u>Fulton Road Baptist Church Subdivision, Resubdivision</u>
REQUEST <u>Subdivision, PUD Termination</u>



FLUM LOCATOR MAP



APPLICATION NUMBER 13 DATE December 18, 2025

APPLICANT Fulton Road Baptist Church Subdivision, Resubdivision

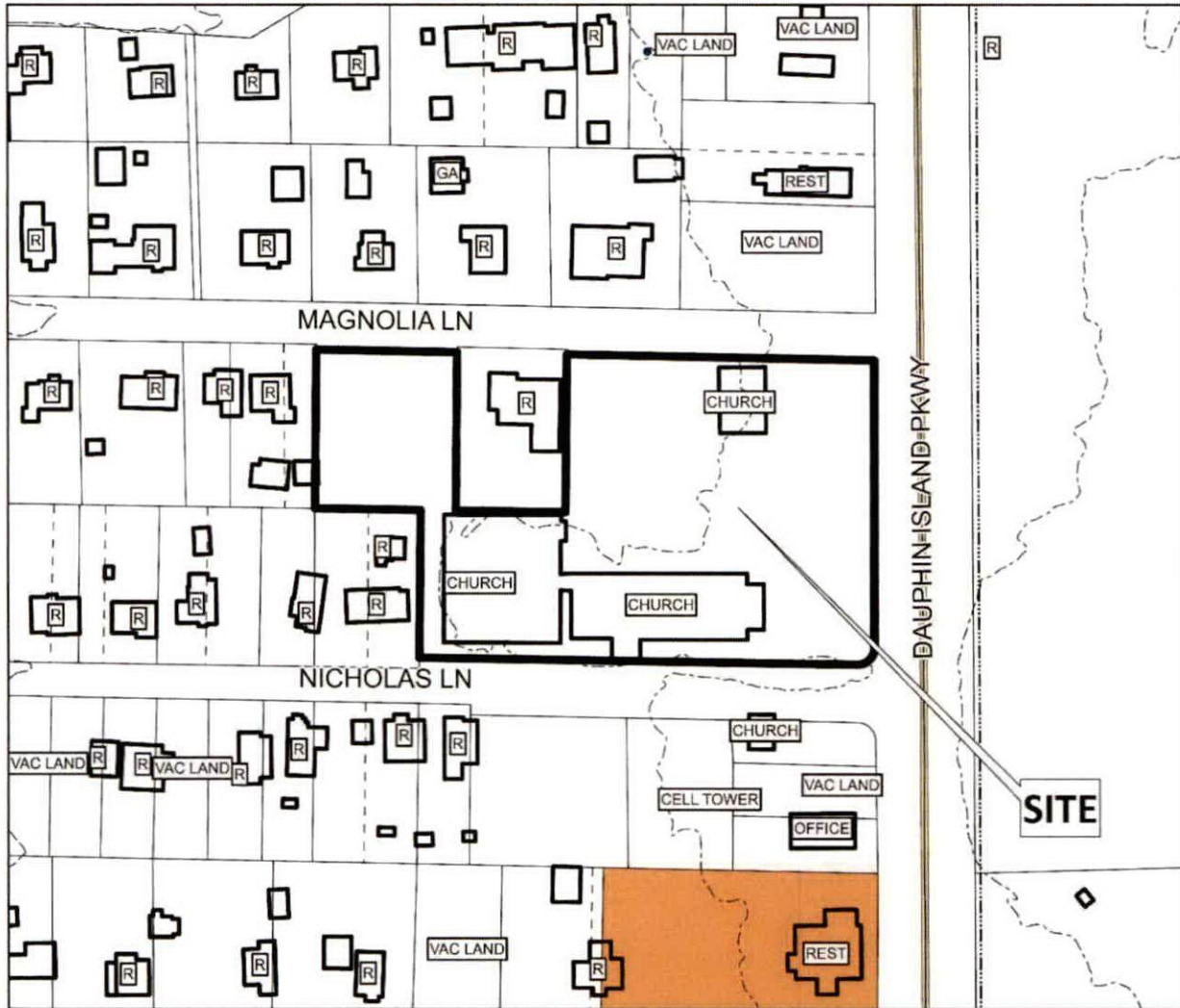
REQUEST Subdivision, PUD Termination

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



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PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



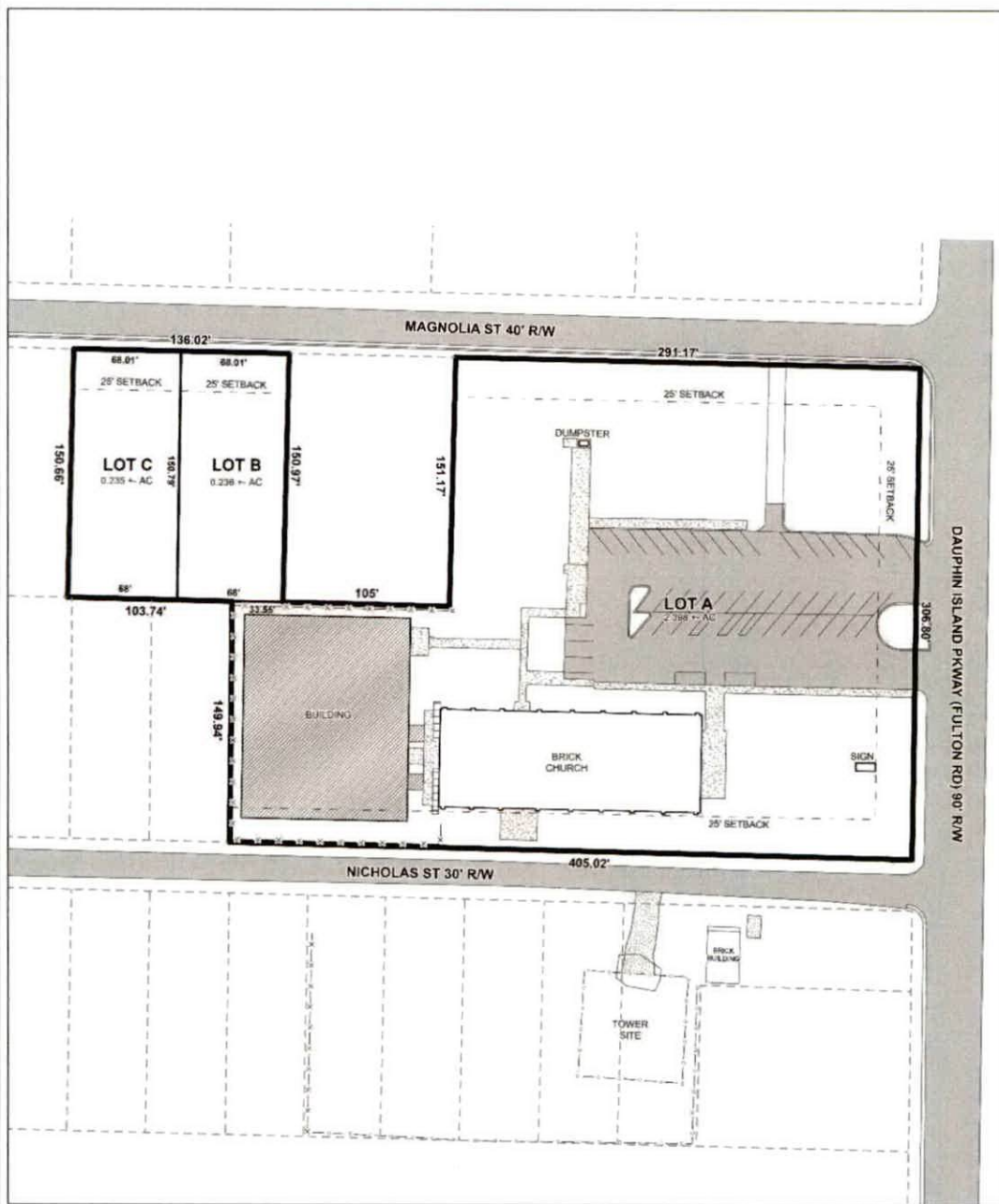
The site is surrounded by residential units. A restaurant lies to the south.

APPLICATION NUMBER 13 DATE December 18, 2025
 APPLICANT Fulton Road Baptist Church Subdivision, Resubdivision
 REQUEST Subdivision, PUD Termination

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



SITE PLAN

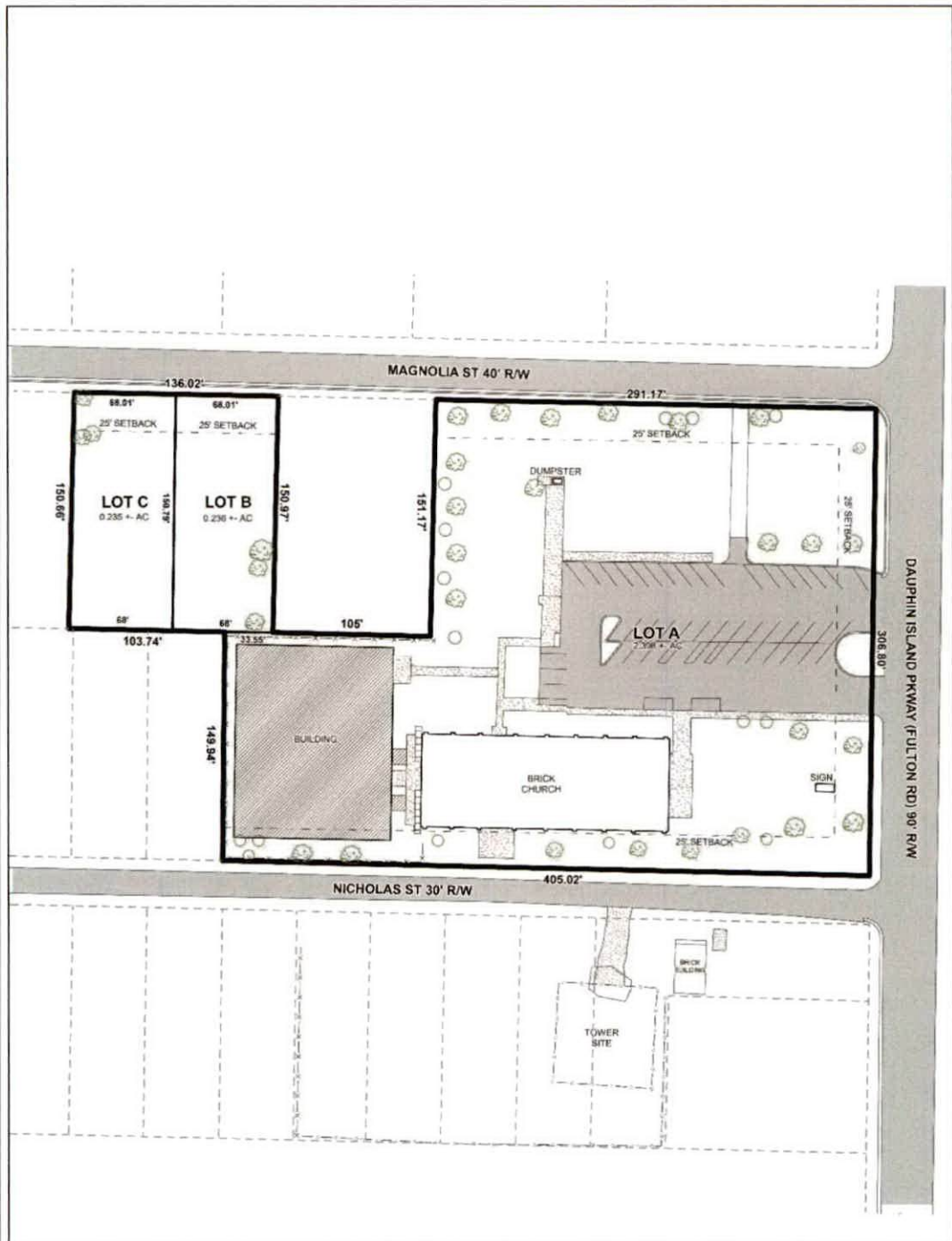


The site plan illustrates proposed lots, parking, buildings, and setbacks.

APPLICATION NUMBER	13	DATE	December 18, 2025
APPLICANT	Fulton Road Baptist Church Subdivision, Resubdivision of Lot 1		
REQUEST	Subdivision, PUD Termination		

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LANDSCAPING PLAN



APPLICATION NUMBER 13 DATE December 18, 2025
 APPLICANT Fulton Road Baptist Church Subdivision, Resubdivision of Lot 1
 REQUEST Subdivision, PUD Termination



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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

[illegible]

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



RESOLUTION

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

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Modification of a
Previously Approved Planning Approval for
Property Located at 4568 Halls Mill Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **December 30, 2025**, a public hearing will be held on the **10th** day of **February, 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 4568 Halls Mill Road to allow expansion of a church school and day care in an R-1, Single-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

WHEREAS, a Planning Approval was approved on March 1, 2018, allowing a church school and day care in an R-1, Single-Family Residential Suburban District, on property located at 4568 Halls Mill Road and described as follows:

LOT 1, LMS. SUBDIVISION AS RECORDED IN MAP BOOK 113, PAGE 48, OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA;

WHEREAS, on October 20, 2025, the owner of said property applied for a Major Modification of a previously approved Planning Approval allowing a church school and day care in an R-1, Single-Family Residential Suburban District, to allow expansion of a church school and day care in an R-1, Single-Family Residential Suburban District

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. Provision of the size labels in both square feet and acres;
2. Provision of the building sizes in square feet on the site plan;
3. Retention of the right-of-way widths along all streets on the site plan;
4. Placement of a note on the site plan stating that the site will comply with tree planting and landscape area requirements;
5. Revision of the site plan to depict a compliant residential buffer where the site abuts residentially zoned or utilized property;
6. Retention of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
7. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (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. Provision of the size labels in both square feet and acres;
- 2. Provision of the building sizes in square feet on the site plan;
- 3. Retention of the right-of-way widths along all streets on the site plan;
- 4. Placement of a note on the site plan stating that the site will comply with tree planting and landscape area requirements;
- 5. Revision of the site plan to depict a compliant residential buffer where the site abuts residentially zoned or utilized property;
- 6. Retention of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
- 7. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (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 synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 10th 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 14th 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 **4568 Halls Mill Road**.

The proposed amendment will modify a Planning Approval that was approved for said location on **March 1, 2018**. The owner of said property has applied for a Major Modification of a previously approved **Planning Approval allowing a church school and day care in an R-1, Single-Family Residential Suburban District**, to allow expansion of a church school and day care in an **R-1, Single-Family Residential Suburban District**. If approved, the major modification will allow expansion of a church school and day care in an **R-1, Single-Family Residential Suburban District**, subject to the following proposed conditions: 1. Provision of the size labels in both square feet and acres; 2. Provision of the building sizes in square feet on the site plan; 3. Retention of the right-of-way widths along all streets on the site plan; 4. Placement of a note on the site plan stating that the site will comply with tree planting and landscape area requirements; 5. Revision of the site plan to depict a compliant residential buffer where the site abuts residentially zoned or utilized property; 6. Retention of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council; 7. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (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 March 1, 2018, **allowing a church school and day care in an R-1, Single-Family Residential Suburban District**, on property located at 4568 Halls Mill Road and described as follows:

LOT 1, I.M.S. SUBDIVISION AS RECORDED IN MAP BOOK 113, PAGE 48, OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

WHEREAS, on **October 20, 2025**, the owner of said property applied for a Major Modification of a previously approved Planning Approval **allowing a church school and day care in an R-1, Single-Family Residential Suburban District**, to **allow expansion of a church school and day care in an R-1, Single-Family Residential Suburban District**

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. Provision of the size labels in both square feet and acres;
2. Provision of the building sizes in square feet on the site plan;
3. Retention of the right-of-way widths along all streets on the site plan;
4. Placement of a note on the site plan stating that the site will comply with tree planting and landscape area requirements;
5. Revision of the site plan to depict a compliant residential buffer where the site abuts residentially zoned or utilized property;
6. Retention of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
7. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (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. Provision of the size labels in both square feet and acres;
- 2. Provision of the building sizes in square feet on the site plan;
- 3. Retention of the right-of-way widths along all streets on the site plan;
- 4. Placement of a note on the site plan stating that the site will comply with tree planting and landscape area requirements;
- 5. Revision of the site plan to depict a compliant residential buffer where the site abuts residentially zoned or utilized property;
- 6. Retention of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
- 7. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (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

**Melissa A. Hadley, Goodwyn Mills Cawood
Covenant Academy of Mobile Subdivision
4568 Halls Mill Road
Council District 4
Ben Reynolds**



THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

December 24, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

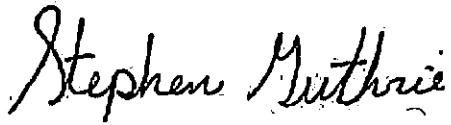
The Mobile City Planning Commission at its meeting on **November 20, 2025**, considered the request of **Melissa A. Hadley, Goodwyn Mills Cawood**, for a Major Modification of a previously approved Planning Approval **allowing a church school and day care in an R-1, Single-Family Residential Suburban District, to allow expansion of a church school and day care in an R-1, Single-Family Residential Suburban District** for the property located at **4568 Halls Mill Road**.

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

1. Provision of the size labels in both square feet and acres;
2. Provision of the building sizes in square feet on the site plan;
3. Retention of the right-of-way widths along all streets on the site plan;
4. Placement of a note on the site plan stating that the site will comply with tree planting and landscape area requirements;
5. Revision of the site plan to depict a compliant residential buffer where the site abuts residentially zoned or utilized property;
6. Retention of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
7. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (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,

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

Stephen Guthrie
Deputy Director, Planning & Zoning Department.

maf
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

November 24, 2025

Melissa Hadley
Goodwyn Mills Cawood, LLC
2039 Main Street
Daphne, Alabama 36526

Re: 4568 Halls Mill Road
MOD-003521-2025
Covenant Academy of Mobile Subdivision
Melissa A. Hadley, Goodwyn Mills Cawood
District 4

Major Modification of a previously approved Planning Approval allowing a church school and day care in an R-1, Single-Family Residential Suburban District, to allow expansion of a church school and day care in an R-1, Single-Family Residential Suburban District

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.

MOD-003521-2025 4568 Halls Mill Road
November 24, 2025

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. Provision of the size labels in both square feet and acres;
2. Provision of the building sizes in square feet on the site plan;
3. Retention of the right-of-way widths along all streets on the site plan;
4. Placement of a note on the site plan stating that the site will comply with tree planting and landscape area requirements;
5. Revision of the site plan to depict a compliant residential buffer where the site abuts residentially zoned or utilized property;
6. Retention of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
7. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (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 **\$448.78**. 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.

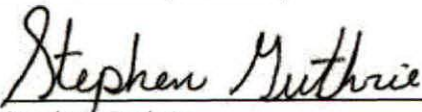
Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org) 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
Deputy Director of Planning and Zoning



Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits**

Checklist A

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

Checklist B

☐ **Planned Development**

Checklist C

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

Checklist D

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

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

	Applicant	Agent (If Applicable)
Name:	Melissa A. Hadley	Melissa A. Hadley
Firm:	Goodwyn Mills Cawood	Goodwyn Mills Cawood
Phone:	251-626-2626	251-626-2626
Email:	melissa.hadley@gmcnetwork.com	melissa.hadley@gmcnetwork.com
Address:	2039 Main St., Daphne, AL 36526	2039 Main St., Daphne, AL 36526

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

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

	Owner	Design Professional
Name:	Spencer Ruggs, Jr.	Melissa A. Hadley, PhD, RLA, AICP
Firm:	Dunnaway Corporation	Goodwyn Mills Cawood
Phone:	251-554-7780	251-626-2626
Email:	spencerruggs@hotmail.com	melissa.hadley@gmcnetwork.com
Address:	4710 Belle Isle Ln., Mobile, AL 36619	2039 Main St., Daphne, AL 36526

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.
 4568 Halls Mill Rd, Mobile, AL 36693 18.21 ac

Property Address
 1130653 & 3607476

Property Area (acres or square feet)

Parcel Number(s) or Key Number(s)
 R-1

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

Melissa A. Hadley
 Applicant or Agent Signature (if applicable)

Date

10/13/2025
 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.

Melissa A. Hadley
 Applicant or Agent Signature

10/13/2025
 Date

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

Planning Commission Application

Revised March 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

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

The site is compatible with its Institutional FLUM designation, which includes land and buildings that serve the public and provide civic use or amenity. Semi-public uses such as schools are included in this designation. The site currently operates as a charter school and the purpose of the amendment request to the PUD is to construct an additional academic building.

Institutional

Future Land Use Map (FLUM) Designation

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

The site is located on the north side of Halls Mill Road, a major commercial corridor in West Mobile. Adjoining uses include various commercial and light industrial, churches, apartments, and a Mobile County Schools bus site all oriented to Halls Mill Road. Single family residential uses are located north and west of the site. Covenant Academy of Mobile has been successfully operating as a public charter school within this mixed context and does not conflict with the surrounding neighborhoods.

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

The proposed building is located on the westerly portion of the overall site and will face the existing campus buildings. The school's existing driveway provides access from Halls Mill Road and will be utilized for the proposed building. Thus, no new driveways are proposed. The proposed use will not result in any conflicts with or prevent any improvements on adjoining properties.

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

5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
☒ Yes ☐ No

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Revised March 2025

6. Please provide the following information:

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

There are four existing buildings on the site with stucco and metal facades. The buildings are clustered in the northeastern portion of the site. Three are single story and one, containing the gymnasium, is a two story structure. The western part of the site contains football and baseball fields.

- ☐ 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 mature landscape planting around the front facing building with mature trees around the perimeter of the site. The area of the site between the buildings and Halls Mill Road is primarily open and mowed.

- ☐ Lighting:

Lighting on the site includes pole lighting in the parking lot and around the football field and buildings.

- ☐ Hours of operation:

School hours are 7:00am to 3:30 pm, Monday - Friday, with various after school activities occurring Monday - Friday and occasional Saturdays.

- ☐ 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.

There are no known noxious or offensive elements associated with the school that are detrimental to the public health, safety, or general welfare.

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

Covenant Academy of Mobile has been successfully operating as Alabama's first and only K-12 tuition free, public charter school since 2023. It provides valuable service to the community by expanding opportunities for enhanced educational experiences. The proposed additional building on the campus will give the school the ability to serve more Mobile students and families.

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

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

Revised March 2025

NEIGHBORHOOD MEETING DOCUMENTATION

The following are required for neighborhood meeting documentation. Please provide a statement for all items. Refer to [Section 64-5-4 of the UDC](#) for full requirements.

This section applies to any of the following applications:

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

Please verify the following documentation is provided:

- ☒ Dated Photograph(s) of the posted sign(s)
- ☒ The verified address list of surrounding property owners who were notified
- ☒ A sign-in sheet documenting meeting attendance
- ☒ Written summary or minutes of the meeting
- ☒ Copies of any site plans, building elevations or other documents provided or referenced at the meeting

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?

Meeting was held on 10/8/2025 from 5:30 to 6:30 pm at the Covenant Academy of Mobile's gymnasium.

2. What information was presented at the meeting?

The purpose of the PUD Amendment request

Drawings depicting the proposed building, floor plan and elevations, and the proposed site layout

3. What concerns were raised during the meeting?

No concerns were expressed by the residents, just seeking information on the proposed use

4. Were any modifications made or considered in response to the concerns raised at the meeting?

no



Plan Submission Contact Information

Name of Project Covenant Academy of Mobile

Address 4568 Halls Mills Road, Mobile, AL 36693

Owner Dunnaway Corporation

Address 4710 Belle Isle Lane, Mobile, AL Zip Code 36619

Phone (251) 307-1863 Fax _____ Email spencerruggs@hotmail.com

Authorized Agent Goodwyn Mills Cawood, LLC

Address 2039 Main Street, Daphne, AL Zip Code 36526

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

Contractor _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer Goodwyn Mills Cawood, LLC

Address 2039 Main Street, Daphne, AL Zip Code 36526

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

Architect Goodwyn Mills Cawood, LLC

Address 11 North Water Street, Suite 19290, Mobile, AL Zip Code 36602

Phone 251-460-4006 Fax _____ Email chris.lunsford@gmcnetwork.com

Submitted by:

Goodwyn Mills Cawood, LLC

Melissa Hadley

Signature

Print

8/21/25

Agent

Date

Affiliation to project/Organization



Corporate Letter of Authorization

I, Spencer Ruggs, 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 Covenant Academy of Mobile, a corporation for the property located within the city limits of Mobile, Alabama at 4568 Halls Mills Road.

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

Goodwyn Mills Cawood, LLC/Melissa Hadley

Designee (1)

Melissa.hadley@gmcnetwork.com

Email

251-626-2626

Phone Number

Designee (2)

Email

Phone Number

Signature of Company Owner

09-28-2025

Date



PUD AMENDMENT JUSTIFICATION

COVENANT ACADEMY OF MOBILE

4568 HALLS MILL ROAD, MOBILE, AL 36693

The purpose of the PUD Amendment is to create two lots and add a new building to the site. The proposed building is located on the westerly portion of the overall site and will face the existing campus buildings. The school's existing driveway provides access from Halls Mill Road and will be utilized for the proposed building. Thus, no new driveways are proposed. The proposed use will not result in any conflicts with or prevent any improvements on adjoining properties.

The site is compatible with its Institutional FLUM designation, which includes land and buildings that serve the public and provide civic use or amenity. Semi-public uses such as schools are included in this designation. The site currently operates as a charter school serving Kindergarten through 7th Grade students. Covenant Academy of Mobile has been successfully operating as a public charter school since 2023 within its mixed-use context and does not conflict with the surrounding neighborhoods or various commercial uses.

Covenant Academy of Mobile provides a valuable service to the community by expanding enhanced educational opportunities. The proposed additional building on the campus will give the school the ability to add additional grades, thus serving more Mobile students and families.



LEGAL DESCRIPTION

COVENANT ACADEMY OF MOBILE

4568 HALLS MILL ROAD, MOBILE, AL 36693

LOT 1, I.M.S. SUBDIVISION AS SHOWN ON PLAT THEREOF RECORDED IN MAP BOOK 113,
PAGE 48 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY.



Goodwyn Mills Cawood

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

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

www.gmcnetwork.com

September 17, 2025

RE: Covenant Academy of Mobile
Modification of an existing Planned Development

Dear Resident:

The City of Mobile zoning regulation requires that all property owners within 300-feet of a property being considered for a modification to a previously approved Planned Unit Development (PUD) be notified by mail. You have been identified as a property owner within this required notification area as shown on the City of Mobile Planning and Zoning Office GIS maps. The proposed request is described below.

The subject property is located on the north side of Halls Mill Road lying west of Laughlin Drive. Dunnaway Corporation is requesting the above referenced PUD modification to construct an additional building on the existing campus. Please find a copy of the proposed site plan attached.

Goodwyn Mills Cawood, LLC (GMC) will hold a Neighborhood Meeting on behalf of the applicant to provide information about the requested modification. The meeting details are as follows:

Date: October 8, 2025
Time: 5:30 to 6:30 p.m.
Location: Covenant Academy of Mobile, Gymnasium bldg
4568 Halls Mill Road
Mobile, AL

Should you have any questions or concerns, please contact me at (251) 380-8746. Thank you.

Sincerely,

GOODWYN MILLS CAWOOD, LLC


Melissa A. Hadley, PhD, RLA AICP
Project Manager

/blg
attachments

Building Communities



COMMUNITY MEETING SIGN IN SHEET

COVENANT ACADEMY OF MOBILE
4568 HALLS MILL ROAD, MOBILE, AL 36693

GMC PROJECT NO. CMOB240057

OCTOBER 8, 2025 @ 5:30PM

PLEASE PRINT

NAME	ADDRESS	EMAIL/PHONE NUMBER
Ashley Kendrick		251-454-9811 / ashleykendrick@cityofmobile.org
Barbara Garner		GMC
Brenda Hartzog		(251) 510-3671 bhartzog@camobile.us
Kristi Jolly		(251) 307-1823 / kjolly@camobile.us
Chris Lunsford		251-281-6392 / chris.lunsford@gmccreators.com
Marlene Wiley		251-455-9022
Melissa Hadley	GMC	



COMMUNITY MEETING MINUTES

COVENANT ACADEMY OF MOBILE

GYMNASIUM BUILDING

4568 HALLS MILL ROAD, MOBILE, AL 36693

GMC PROJECT NO. CMOB240057

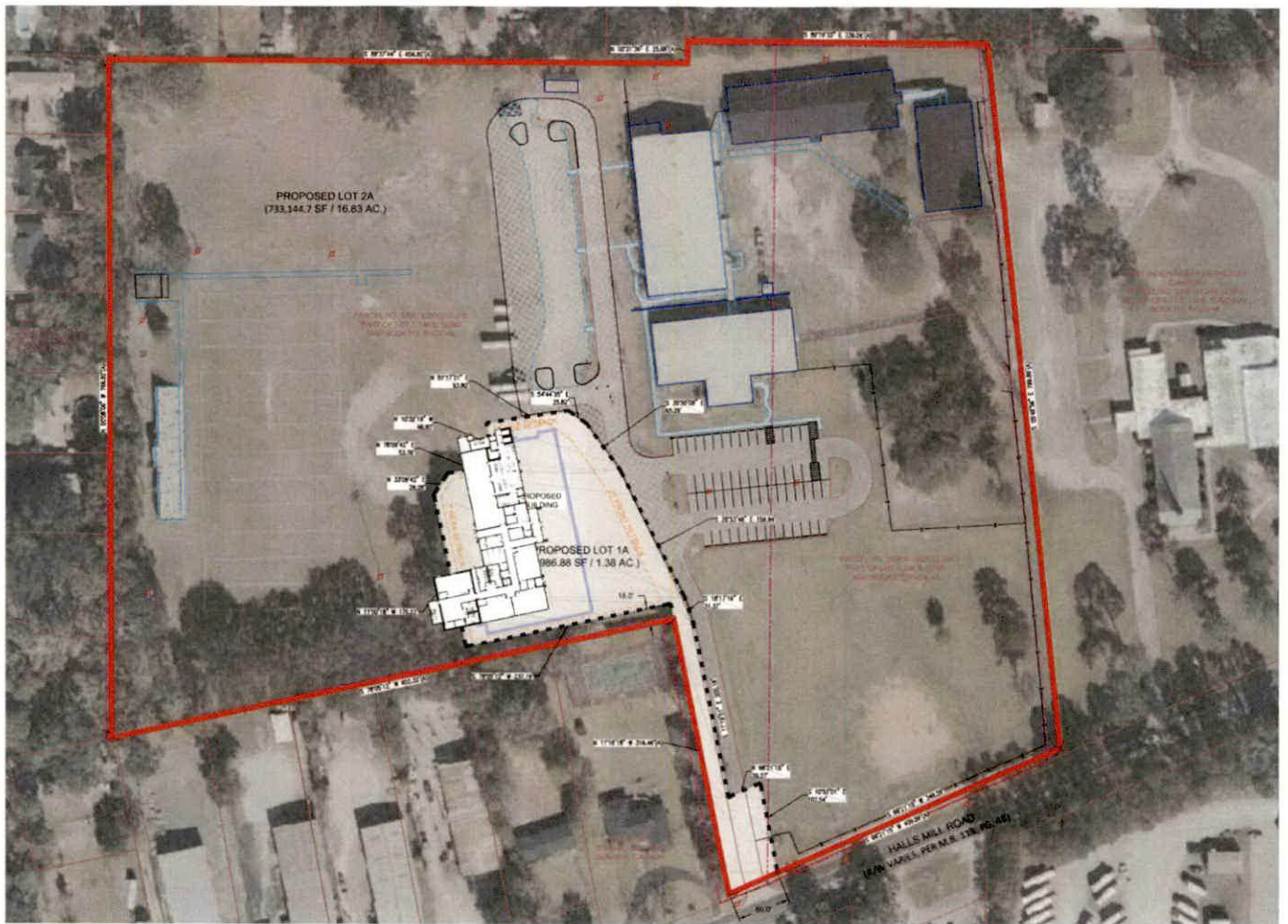
OCTOBER 8, 2025 @ 5:30PM

Melissa Hadley, GMC Engineering, explained the PUD Amendment process and the purpose of the meeting.

Resident neighbor, Marlene Wiley, asked when is completion of building. Chris Lunsford, GMC Architecture, answers "In Phases over the next year or so". She also asked about uses inside the building which was explained as primarily classrooms. Ms. Wiley was appreciative of the information and is supportive of the project.

No further questions or comments were received.

Meeting adjourned at 6:30PM

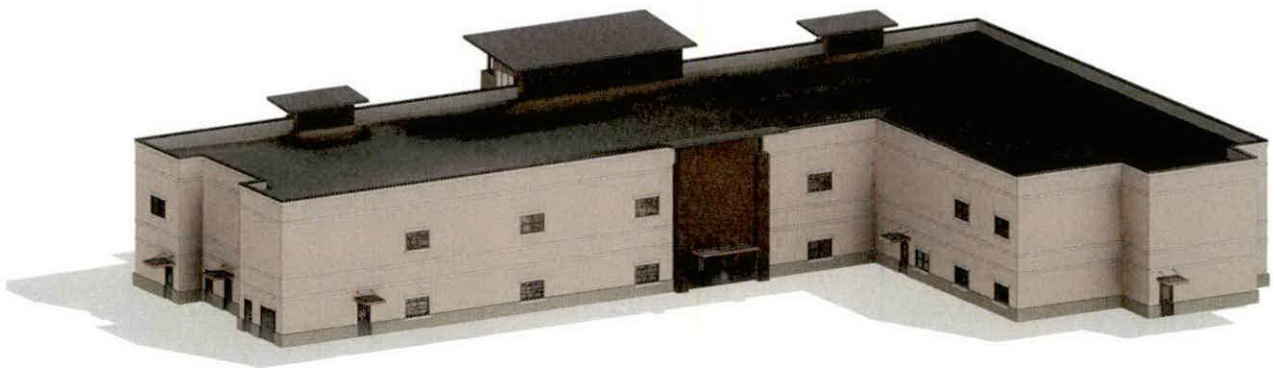


1 ARCHITECTURAL SITE PLAN
SCALE 1"=40'-0"

GMC

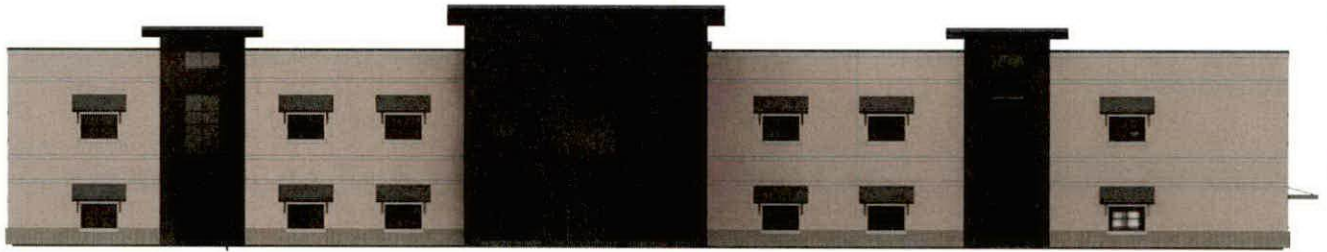


3D ISOMETRIC - FRONT



3D ISOMETRIC - BACK





1 EXTERIOR ELEVATION
SCALE: 1/8"=1'-0"



2 EXTERIOR ELEVATION
SCALE: 1/8"=1'-0"



3 EXTERIOR ELEVATION
SCALE: 1/8"=1'-0"



4 EXTERIOR ELEVATION
SCALE: 1/8"=1'-0"



4663 Halls Mill Rd LLC
4663 Halls Mill Rd
Mobile, AL 36693

Carr Foday
1574 Regency Dr
Mobile, AL 36693

Fowler, Gregory & Janel
50 Kingswood Dr W
Mobile, AL 36608

Abastoflor, Jaime & Sheila
4433 Radian Dr
Mobile, AL 36693

Caruso, Robert & Sandra
PO Box 9992
Mobile, AL 36691

Fowler, Sarah
5905 Cottage Hill Rd
Mobile, AL 36609

Alvey, John & Jennifer
1567 Regency Dr
Mobile, AL 36693

Champagne, Melia
4409 Radian Dr
Mobile, AL 36693

Funero, Stephanie & Freddie
4437 Radian Dr
Mobile, AL 36693

Arrington, Kenneth & Rhonda
4420 Radian Dr
Mobile, AL 36693

Clark Stephanie & Jason
4413 Radian Dr
Mobile, AL 36693

Goodall, Ethelyon & Charles
4405 Birchwood Dr E
Mobile, AL 36693

Board of School Comm
Facilities Dept.
PO Box 180069
Mobile, AL 36618

Cobb, Byron
4407 Birchwood Dr E
Mobile, AL 36693

Hall DEM LLC
PO Box 16066
Mobile, AL 36616

Boatman, Kenneth & Joyce
4425 Radian Dr
Mobile, AL 36693

Construction Fabrication Svcs
4700 Halls Mill Rd
Mobile, AL 36693

Halls Mill LLC
4670 Halls Mill Rd
Mobile, AL 36693

Britt Kenneth, Elsie & Kerry
1579 Regency Dr
Mobile, AL 36693

Cothran, Mark
1587 Regency Dr
Mobile, AL 36693

Harrell, Craig
4424 Radian Dr
Mobile, AL 36693

Brooks, Jerry & Wanda
1578 Regency Dr
Mobile, AL 36693

Davison, Winston
1590 Regency Dr
Mobile, AL 36693

Helms, Christopher
504 Hayfield Pl
Mobile, AL 36608

Campbell, Daniel
1613 Regency Dr
Mobile, AL 36693

Dunnaway Corp
4710 Belle Isle La
Mobile, AL 36619

Herrera, Lorenza & Susan
1610 Regency Dr
Mobile, AL 36693

Cannon, Susan
4658 Halls Mill Rd
Mobile, AL 36693

First Independent Southern
4410 Birchwood Dr
Mobile, AL 36609

Hill, Jack & Bonnie
1604 Regency Dr
Mobile, AL 36693

Hill, Jack & Tammy
1611 Regency Dr
Mobile, AL 36693

Houseman, Judy
4405 Radman Dr
Mobile, AL 36693

Jones, Alton & Sue Ellen
1570 Regency Dr
Mobile, AL 36693

JWO Investments, LLC
3755 Professional Pkwy
Ste B
Mobile, AL 36693

Kelley, Alecia & Ronald
1607 Regency Dr
Mobile, AL 36693

Lee, Herng & Shu-Shun
6706 Heirloom Ct
Frederick, MD 21702

LMR Properties, LLC
1485 Brockton La
Mobile, AL 36695

Lowe, Kenneth & Wesley
4429 Radian Dr
Mobile, AL 36693

Lowe, Randall
1609 Randall Dr
Mobile, AL 36693

Lowe, Wesley & Terra
4421 Radian Dr
Mobile, AL 36693

McGee, Mia & Corrie
1605 Regency Dr
Mobile, AL 36693

Mixon, Amerisha
4410 Birchwood Dr E
Mobile, AL 36693

Moreman, Kenneth
1559 Radian Ct
Mobile, AL 36693

Nationstar Mortgage
8950 Cypress Waters Blvd
Coppell, TX 75019

Owens, Jacob
1614 Regency Dr
Mobile, AL 36693

Persons Devel & Const Svc
4474 Halls Mill Rd
Mobile, AL 36693

Poole, Steven & Gina
1564 Regency Dr
Mobile, AL 36693

Pritchard, Paul & Angela
1601 Regency Dr
Mobile, AL 36693

RBVP, LLC
796 Arbor Ct
Mobile, AL 36609

RJG Devel, LLC
5966 Shenandoah Rd S
Mobile, AL 36608

Robinson, Ladarius
2564 Magnolia Grande Dr
Mobile, AL 36618

Shaw, Robert & Nancy
1558 Apex Dr
Mobile, AL 36693

Smith, Deborah
1558 Radian Ct
Mobile, AL 36693

Solberger, Carol
1591 Regency Dr
Mobile, AL 36693

Stabile, Darryl & Roberta
4417 Radian Dr
Mobile, AL 36693

Sullivan, Ruthetta
PO Box 40053
Mobile, AL 36640

Watts, Demetrius & Henrietta
4428 Radian Dr
Mobile, AL 36693

Wiggins, Betty
1575 Regency Dr
Mobile, AL 36693

Wiley, Kenneth & Marlene
1600 Regency Dr
Mobile, AL 36693

Wright, Robert
1603 Regency Dr
Mobile, AL 36693



Planning Commission Application

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

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

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* 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:	Melissa A. Hadley	Melissa A. Hadley
Firm:	Goodwyn Mills Cawood	Goodwyn Mills Cawood
Phone:		
Email:		
Address:		

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

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

	Owner	Design Professional
Name:	Spencer Ruggs, Jr.	Melissa A. Hadley, PhD, RLA, AICP
Firm:	Dunnaway Corporation	Goodwyn Mills Cawood
Phone:		
Email:		
Address:		

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.
 4568 Halls Mill Rd, Mobile, AL 36693

Property Address
 1130653 & 3607476

18.21 ac

Property Area (acres or square feet)

Parcel Number(s) or Key Number(s)
 R-1

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

Melissa A. Hadley
 Applicant or Agent Signature (if applicable)

Date

10/13/2025
 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.

Melissa A. Hadley
 Applicant or Agent Signature

10/13/2025
 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 site is compatible with its Institutional FLUM designation, which includes land and buildings that serve the public and provide civic use or amenity. Semi-public uses such as schools are included in this designation. The site currently operates as a charter school and the purpose of the amendment request to the PUD is to construct an additional academic building.

Institutional

Future Land Use Map (FLUM) Designation

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

The site is located on the north side of Halls Mill Road, a major commercial corridor in West Mobile. Adjoining uses include various commercial and light industrial, churches, apartments, and a Mobile County Schools bus site all oriented to Halls Mill Road. Single family residential uses are located north and west of the site. Covenant Academy of Mobile has been successfully operating as a public charter school within this mixed context and does not conflict with the surrounding neighborhoods.

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

The proposed building is located on the westerly portion of the overall site and will face the existing campus buildings. The school's existing driveway provides access from Halls Mill Road and will be utilized for the proposed building. Thus, no new driveways are proposed. The proposed use will not result in any conflicts with or prevent any improvements on adjoining properties.

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

5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
☒ Yes ☐ No

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Revised March 2025

6. Please provide the following information:

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

There are four existing buildings on the site with stucco and metal facades. The buildings are clustered in the northeastern portion of the site. Three are single story and one, containing the gymnasium, is a two story structure. The western part of the site contains football and baseball fields.

- ☐ 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 mature landscape planting around the front facing building with mature trees around the perimeter of the site. The area of the site between the buildings and Halls Mill Road is primarily open and mowed.

- ☐ Lighting:

Lighting on the site includes pole lighting in the parking lot and around the football field and buildings.

- ☐ Hours of operation:

School hours are 7:00am to 3:30 pm, Monday - Friday, with various after school activities occurring Monday - Friday and occasional Saturdays.

- ☐ 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.

There are no known noxious or offensive elements associated with the school that are detrimental to the public health, safety, or general welfare.

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

Covenant Academy of Mobile has been successfully operating as Alabama's first and only K-12 tuition free, public charter school since 2023. It provides valuable service to the community by expanding opportunities for enhanced educational experiences. The proposed additional building on the campus will give the school the ability to serve more Mobile students and families.

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NEIGHBORHOOD MEETING DOCUMENTATION

The following are required for neighborhood meeting documentation. Please provide a statement for all items. Refer to [Section 64-5-4 of the UDC](#) for full requirements.

This section applies to any of the following applications:

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

Please verify the following documentation is provided:

- ☒ Dated Photograph(s) of the posted sign(s)
- ☒ The verified address list of surrounding property owners who were notified
- ☒ A sign-in sheet documenting meeting attendance
- ☒ Written summary or minutes of the meeting
- ☒ Copies of any site plans, building elevations or other documents provided or referenced at the meeting

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?

Meeting was held on 10/8/2025 from 5:30 to 6:30 pm at the Covenant Academy of Mobile's gymnasium.

2. What information was presented at the meeting?

The purpose of the PUD Amendment request

Drawings depicting the proposed building, floor plan and elevations, and the proposed site layout

3. What concerns were raised during the meeting?

No concerns were expressed by the residents, just seeking information on the proposed use

4. Were any modifications made or considered in response to the concerns raised at the meeting?

no

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Revised March 2025



Agenda Item # 13

SUB-003522-2025, MOD-003521-2025 & MOD-03523-2024

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

[Applicant Materials for Consideration – Subdivision](#)

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

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

DETAILS

Location:

4568 Halls Mill Road

Applicant / Agent:

Melissa A. Hadley, Goodwyn Mills Cawood

Property Owner:

Dunnaway Corporation

Current Zoning:

R-1, Single-Family Residential Suburban District

Future Land Use:

Institutional

Applicable Codes, Policies, and Plans:

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

Schedule for Development:

- Not provided

Proposal:

- Subdivision approval to create two (2) legal lots of record from a single legal lot of record.
- Modification of a previously approved Planning Approval
- Modification of a previously approved Planned Unit Development

Considerations:

1. Subdivision proposal with eight (8) conditions;
2. Modification of a previously approved Planned Unit Development with eight (8) conditions; and
3. Modification of a previously approved Planning Approval with eight (8) conditions.

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PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units. Industrial units lie to the south.

APPLICATION NUMBER 13 DATE November 20, 2025
 APPLICANT Covenant Academy of Mobile Subdivision
 REQUEST Subdivision, PUD Modification, PA Modification



SITE HISTORY

The site was the subject of a two (2) lot subdivision, I.M.S. Subdivision, which was approved by the Planning Commission in 2006, and subsequently recorded in Probate Court.

The site had Planned Unit Development (PUD) and Planning Approval (PA) in 2016 to allow a church school and daycare to operate in an R-1 district, with multiple buildings on multiple lots, with shared access. Amendments were made to the PUD and PA site plan in both 2017 and 2018.

The site was before the Board of Zoning Adjustment at its March 5, 2018 meeting, to request Parking and Access/Maneuvering Surface Variances to allow the retention of aggregate parking and access/maneuvering surfaces at a school in an R-1, Single-Family Residential District. The variance application was denied.

In September 2025, the site was granted a Sign Variance by the Board of Zoning Adjustment to allow a digital sign within 300-feet of residentially zoned property.

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. Add legible street names to the vicinity map.
- C. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo LOTS 1-A and 1-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-A – NONE and LOT 1-B – 125,400 SF.
- 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.

Planning Approval Modification (MOD-003521-2025)

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

Planned Unit Development Modification (MOD-003523-2025)

No comments

Traffic Engineering Comments:

A traffic impact study will be required for this site. 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.

Fire hydrants will be required within 500 feet of all structures.

Planning Comments:

Subdivision

The purpose of the subdivision request is to create two (2) legal lots of record from one (1) legal lot of record. The site is served by public water and sanitary sewer.

Both lots have frontage onto Halls Mill Road, with the proposed Lot 1-B having frontage onto Knob Hill Drive as well. Halls Mill Road, a minor arterial street, is depicted as having a right-of-way that varies, but the site was required to make dedication to provide 35-feet from the centerline with the 2006 Subdivision, making no additional dedication necessary. Knob Hill Drive, a minor street with curb and gutter, is depicted as having a compliant 50-foot right-of-way, making no dedication necessary.

The previously approved Subdivision for the site limited the subject site to two (2) curb cuts to Halls Mill Road, and one (1) curb cut to Knob Hill Drive. As such, if approved, proposed Lot 1-A should be limited to one (1) curb cut to Halls Mill Road, and proposed Lot 1-B should be limited to one (1) curb cut to Halls Mill Road, and one (1) curb cut to Knob Hill Drive.

Both lots, as proposed, exceed the minimum size requirements for lots served by public water and sanitary sewer in an B R-1, Single-Family Residential Suburban District. However, the plat only provides the lot sizes in acres. If approved, the Final Plat should have the lot sizes labeled in both square feet and acres; or the provision of a table on the Final Plat with the same information will suffice.

There is a note on the preliminary plat stating that a 25-foot building setback line is required, but is not depicted. If approved, the setback line should be illustrated for both street frontages.

It should be noted that the proposed Lot 1-A is unusually shaped, and is considered a flag lot, with a “pole” that is 60-feet wide at the street frontage, as Section 6.C.2(b)(2) of the Subdivision Regulations requires, but reduces to approximately 21-feet wide, before increasing to 237-feet wide. Therefore, if approved, a waiver of Section 6.C.2(b)(2) of the Subdivision Regulations.

Planning Approval and Planned Unit Development Modifications

The original PUD allowed for multiple buildings on a single building site, and shared access and parking between multiple building sites. The Planning Approval allowed for the operation of a school in a residential district. The applicant is proposing to create a second lot within the existing campus, which will then be developed with a new building for the school. Detailed descriptions of both requests are available via the links on page 1 of this report.

Both lots, as proposed, exceed the minimum size requirements for lots served by public water and sanitary sewer in an B R-1, Single-Family Residential Suburban District. However, the site plan only provides the lot sizes in acres. If approved, the site plan should have the lot sizes labeled in both square feet and acres; or the provision of a table on the site plan with the same information will suffice.

The site plan submitted indicates that there are 49 existing classrooms, with an additional 14 being proposed with the new structure, for a total of 63 classrooms. The UDC requires two (2) parking spaces per classroom, for a total of 126 parking spaces required for the development. The site plan indicates that a total of 144 parking spaces are to be provided. Because additional parking spaces are to be provided, it should be noted that a minimum of 18 parking spaces will be required to have an alternative paving surface.

In order to help staff calculations of site coverage, the site plan should be revised to indicate the square footage of all structures on the site, if approved.

No mention is made of tree planting or landscape area on the proposed site plan. Because the applicant is proposing to create a new lot for a new development, the new lot will be required to fully comply with the tree planting and landscape area requirements of the UDC.

The site is abutted by properties to the North, East, and West that are zoned R-1, Single-Family Residential Suburban District, with properties zoned B-3, Community Business Suburban District; I-1, Light Industry District; and R-1, Single-Family Residential Suburban District to the South. If approved, the site plan should be revised to clearly depict a compliant residential buffer where the site abuts residentially zoned or utilized property.

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

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, with a waiver of Section 6.C.2(b)(2) of the Subdivision Regulations, the following conditions could apply:

1. Retention of the right-of-way widths for Halls Mill Road and Knob Hill Drive on the Final Plat;
2. Provision of the lot size labels in both square feet and acres, or provision of a table on the Final Plat with the same information, adjusted for any required dedication;
3. Depiction of the 25-foot minimum building setback line along Halls Mill Road and Knob Hill Drive, as required by Section 5.C.2.(i) of the Subdivision Regulations and Article 2, Section 64-2-10.E. of the Unified Development Code;
4. Placement of a note on the Final Plat stating that the proposed Lot 1-A should be limited to one (1) curb cut to Halls Mill Road, and proposed Lot 1-B should be limited to one (1) curb cut to Halls Mill Road, and one (1) curb cut to Knob Hill Drive;
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.

PLANNING APPROVAL / PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

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

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

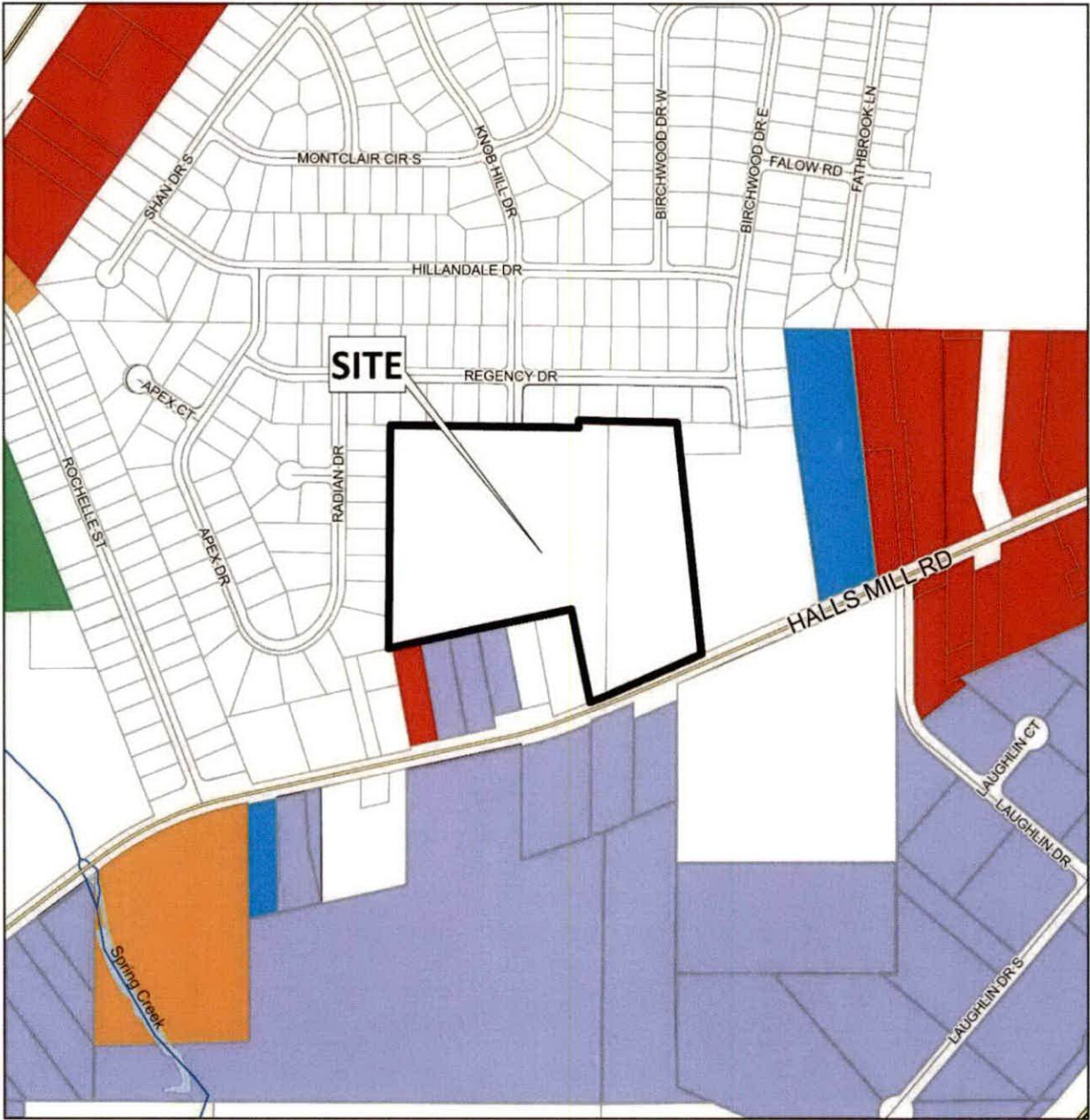
1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working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

Considerations:

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

1. Provision of the size labels in both square feet and acres;
2. Provision of the building sizes in square feet on the site plan;
3. Retention of the right-of-way widths along all streets on the site plan;
4. Placement of a note on the site plan stating that the site will comply with tree planting and landscape area requirements;
5. Revision of the site plan to depict a compliant residential buffer where the site abuts residentially zoned or utilized property;
6. Retention of a note on the Final Planning Approval and PUD site plans stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
7. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development and Planning Approval site plans prior to their recording in Probate Court, and the provision of copies of the recorded site plans (hard copy and pdf) to Planning and Zoning; and,
8. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



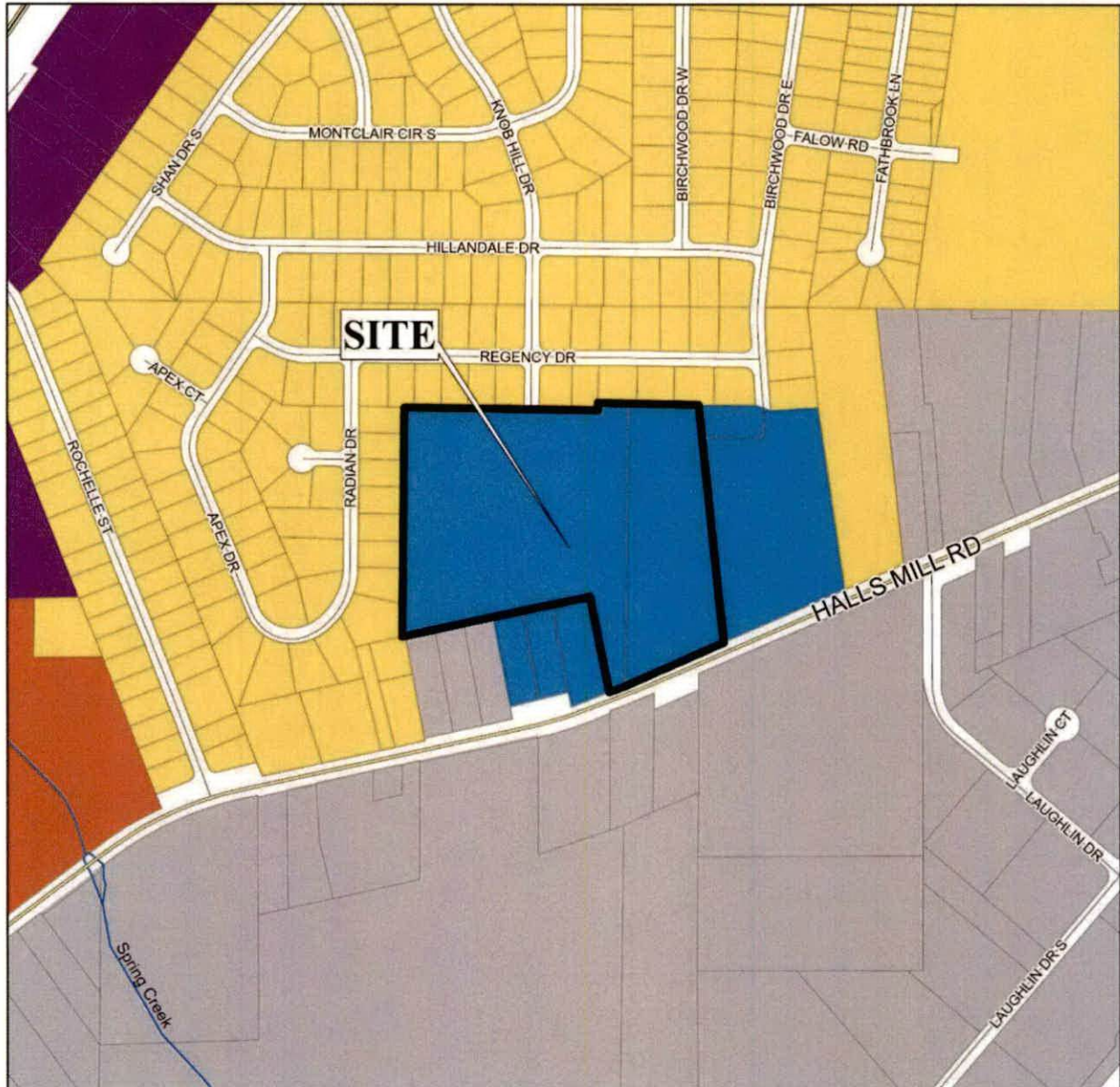
APPLICATION NUMBER 13 DATE November 20, 2025

APPLICANT Covenant Academy of Mobile Subdivision

REQUEST Subdivision, PUD Modification, PA Modification



FLUM LOCATOR MAP



APPLICATION NUMBER 13 DATE November 20, 2025

APPLICANT Covenant Academy of Mobile Subdivision

REQUEST Subdivision, PUD Modification, PA Modification

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



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units. Industrial units lie to the south.

APPLICATION NUMBER 13 DATE November 20, 2025

APPLICANT Covenant Academy of Mobile Subdivision

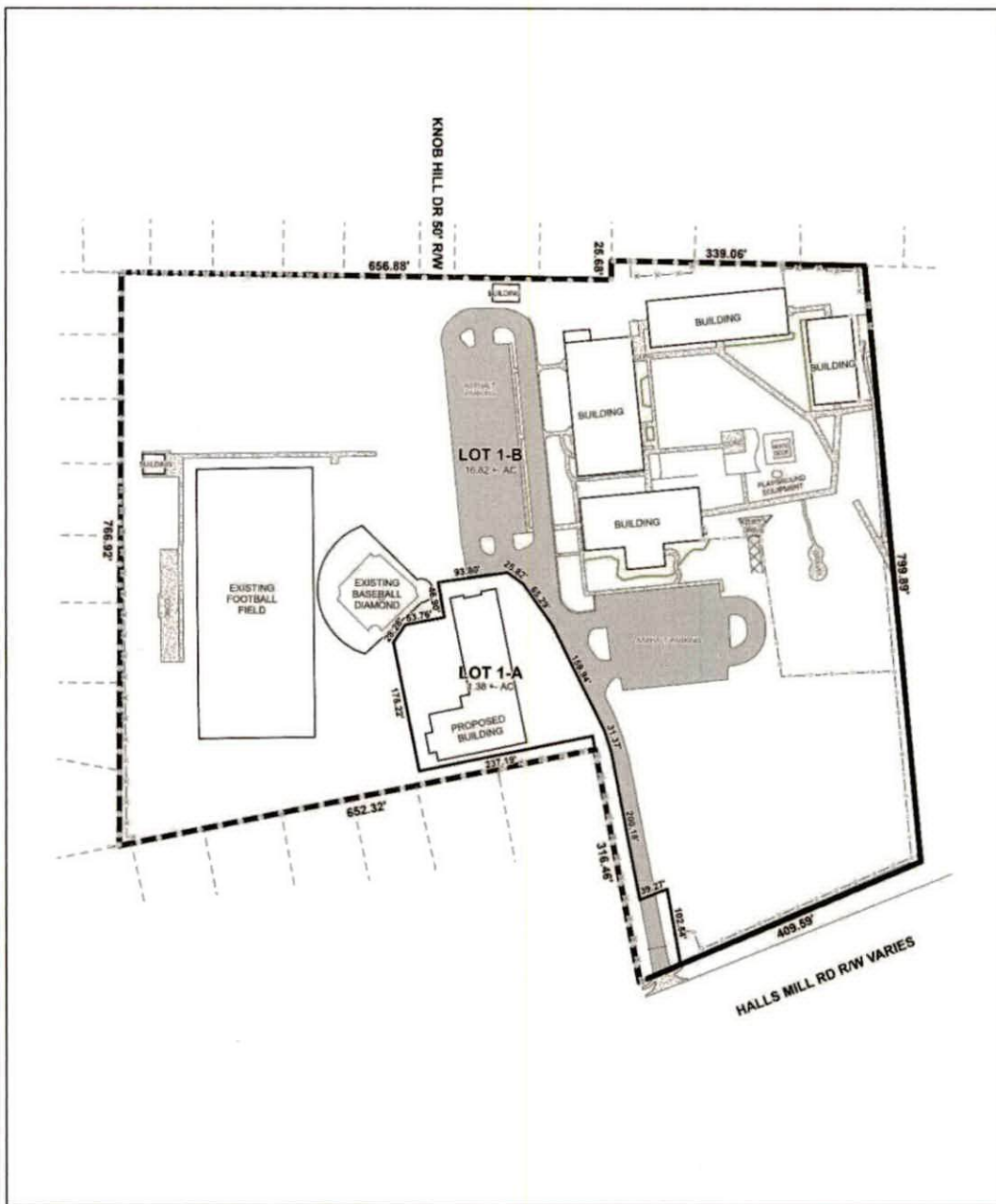
REQUEST Subdivision, PUD Modification, PA Modification

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	



NTS

SITE PLAN



The site plan illustrates existing buildings, proposed buildings, drives, and landscaping.

APPLICATION NUMBER	13	DATE	November 20, 2025	 NTS
APPLICANT	Covenant Academy of Mobile Subdivision			
REQUEST	Subdivision, PUD Modification, PA Modification			

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.

US

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 - 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)

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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 Modification of a
Previously Approved Planned Unit Development for
Property Located at 4568 Halls Mill Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **December 30, 2025**, a public hearing will be held on the **10th** day of **February, 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 4568 Halls Mill Road to allow multiple buildings on a single building site with shared access and parking between two building sites, to allow construction of an additional building on a multi-building site with shared access and parking between multiple building sites.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planned Unit Development was approved on March 1, 2018, to allow multiple buildings on a single building site with shared access and parking between two building sites located at 4568 Halls Mill Road and described as follows:

LOT 1, I.M.S. SUBDIVISION AS RECORDED IN MAP BOOK 113, PAGE 48, OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

WHEREAS, on October 20, 2025, the owner of said property applied for a Major Modification of the Planned Unit Development allowing multiple buildings on a single building site with shared access and parking between two building sites, to allow construction of an additional building on a multi-building site with shared access and parking between multiple building sites.

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. Provision of the size labels in both square feet and acres;
2. Provision of the building sizes in square feet on the site plan;
3. Retention of the right-of-way widths along all streets on the site plan;
4. Placement of a note on the site plan stating that the site will comply with tree planting and landscape area requirements;
5. Revision of the site plan to depict a compliant residential buffer where the site abuts residentially zoned or utilized property;
6. Retention of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
7. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (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 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. Provision of the size labels in both square feet and acres;
- 2. Provision of the building sizes in square feet on the site plan;
- 3. Retention of the right-of-way widths along all streets on the site plan;
- 4. Placement of a note on the site plan stating that the site will comply with tree planting and landscape area requirements;
- 5. Revision of the site plan to depict a compliant residential buffer where the site abuts residentially zoned or utilized property;
- 6. Retention of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
- 7. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (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 synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 10th 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 14th 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 **4568 Halls Mill Road**.

The proposed amendment will modify a Planned Unit Development that was approved for said location on **March 1, 2018**. The owner of said property has applied for a **Major Modification of a previously approved Planned United Development allowing multiple buildings on a single building site with shared access and parking between two building sites, to allow construction of an additional building on a multi-building site with shared access and parking between multiple building sites**. If approved, the Major Modification will allow construction of an additional building on a multi-building site with shared access and parking between multiple building sites, subject to the following proposed conditions: 1. Provision of the size labels in both square feet and acres; 2. Provision of the building sizes in square feet on the site plan; 3. Retention of the right-of-way widths along all streets on the site plan; 4. Placement of a note on the site plan stating that the site will comply with tree planting and landscape area requirements; 5. Revision of the site plan to depict a compliant residential buffer where the site abuts residentially zoned or utilized property; 6. Retention of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council; 7. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (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 Planned Unit Development was approved on **March 1, 2018**, to **allow multiple buildings on a single building site with shared access and parking between two building sites** located at **4568 Halls Mill Road** and described as follows:

LOT 1, LMS. SUBDIVISION AS RECORDED IN MAP BOOK 113, PAGE 48, OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

WHEREAS, on **October 20, 2025**, the owner of said property applied for a Major Modification of the Planned Unit Development **allowing multiple buildings on a single building site with shared access and parking between two building sites, to allow construction of an additional building on a multi-building site with shared access and parking between multiple building sites.**

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. Provision of the size labels in both square feet and acres;
2. Provision of the building sizes in square feet on the site plan;
3. Retention of the right-of-way widths along all streets on the site plan;
4. Placement of a note on the site plan stating that the site will comply with tree planting and landscape area requirements;
5. Revision of the site plan to depict a compliant residential buffer where the site abuts residentially zoned or utilized property;
6. Retention of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
7. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (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 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. Provision of the size labels in both square feet and acres;
- 2. Provision of the building sizes in square feet on the site plan;
- 3. Retention of the right-of-way widths along all streets on the site plan;
- 4. Placement of a note on the site plan stating that the site will comply with tree planting and landscape area requirements;
- 5. Revision of the site plan to depict a compliant residential buffer where the site abuts residentially zoned or utilized property;
- 6. Retention of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
- 7. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (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

**Melissa A. Hadley, Goodwyn Mills Cawood
Covenant Academy of Mobile Subdivision
4568 Halls Mill Road
Council District 4
Ben Reynolds**



THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

December 24, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

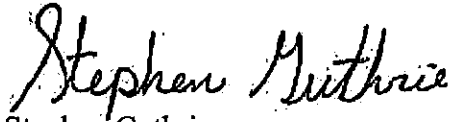
The Mobile City Planning Commission at its meeting on **November 20, 2025**, considered the request of **Melissa A. Hadley, Goodwyn Mills Cawood**, for a Major Modification of a previously approved Planned Unit Development **allowing multiple buildings on a single building site with shared access and parking between two building sites, to allow construction of an additional building on a multi-building site with shared access and parking between multiple building sites**, for the property located at **4568 Halls Mill Road**.

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

1. Provision of the size labels in both square feet and acres;
2. Provision of the building sizes in square feet on the site plan;
3. Retention of the right-of-way widths along all streets on the site plan;
4. Placement of a note on the site plan stating that the site will comply with tree planting and landscape area requirements;
5. Revision of the site plan to depict a compliant residential buffer where the site abuts residentially zoned or utilized property;
6. Retention of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
7. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (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,

A handwritten signature in black ink that reads "Stephen Guthrie". The signature is written in a cursive, flowing style.

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

November 24, 2025

Melissa Hadley
Goodwyn Mills Cawood, LLC
2039 Main Street
Daphne, Alabama 36526

Re: 4568 Halls Mill Road
MOD-003523-2025
Covenant Academy of Mobile Subdivision
Melissa A. Hadley, Goodwyn Mills Cawood
District 4

Major Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site with shared access and parking between two building sites, to allow construction of an additional building on a multi-building site with shared access and parking between multiple building sites.

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. Provision of the size labels in both square feet and acres;
2. Provision of the building sizes in square feet on the site plan;
3. Retention of the right-of-way widths along all streets on the site plan;
4. Placement of a note on the site plan stating that the site will comply with tree planting and landscape area requirements;
5. Revision of the site plan to depict a compliant residential buffer where the site abuts residentially zoned or utilized property;
6. Retention of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
7. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (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 **\$457.14**. 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.

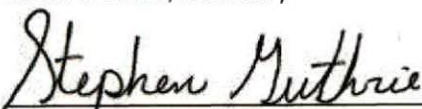
Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org) 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

Deputy Director of Planning and Zoning



Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits**

Checklist A

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

Checklist B

☐ **Planned Development**

Checklist C

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

Checklist D

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

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

	Applicant	Agent (If Applicable)
Name:	Melissa A. Hadley	Melissa A. Hadley
Firm:	Goodwyn Mills Cawood	Goodwyn Mills Cawood
Phone:	251-626-2626	251-626-2626
Email:	melissa.hadley@gmcnetwork.com	melissa.hadley@gmcnetwork.com
Address:	2039 Main St., Daphne, AL 36526	2039 Main St., Daphne, AL 36526

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

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

	Owner	Design Professional
Name:	Spencer Ruggs, Jr.	Melissa A. Hadley, PhD, RLA, AICP
Firm:	Dunnaway Corporation	Goodwyn Mills Cawood
Phone:	251-554-7780	251-626-2626
Email:	spencerruggs@hotmail.com	melissa.hadley@gmcnetwork.com
Address:	4710 Belle Isle Ln., Mobile, AL 36619	2039 Main St., Daphne, AL 36526

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.
 4568 Halls Mill Rd, Mobile, AL 36693

Property Address
 1130653 & 3607476

18.21 ac

Property Area (acres or square feet)

Parcel Number(s) or Key Number(s)
 R-1

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 **not applicable**

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

Melissa A. Hadley
 Applicant or Agent Signature (if applicable)

10/13/2025
 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.

Melissa A. Hadley
 Applicant or Agent Signature

10/13/2025
 Date

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CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

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

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

The site is compatible with its Institutional FLUM designation, which includes land and buildings that serve the public and provide civic use or amenity. Semi-public uses such as schools are included in this designation. The site currently operates as a charter school and the purpose of the amendment request to the PUD is to construct an additional academic building.

Institutional

Future Land Use Map (FLUM) Designation

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

The site is located on the north side of Halls Mill Road, a major commercial corridor in West Mobile. Adjoining uses include various commercial and light industrial, churches, apartments, and a Mobile County Schools bus site all oriented to Halls Mill Road. Single family residential uses are located north and west of the site. Covenant Academy of Mobile has been successfully operating as a public charter school within this mixed context and does not conflict with the surrounding neighborhoods.

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The proposed building is located on the westerly portion of the overall site and will face the existing campus buildings. The school's existing driveway provides access from Halls Mill Road and will be utilized for the proposed building. Thus, no new driveways are proposed. The proposed use will not result in any conflicts with or prevent any improvements on adjoining properties.

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

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

☒ Yes ☐ No

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Revised March 2025

6. Please provide the following information:

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

There are four existing buildings on the site with stucco and metal facades. The buildings are clustered in the northeastern portion of the site. Three are single story and one, containing the gymnasium, is a two story structure. The western part of the site contains football and baseball fields.

- ☐ 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 mature landscape planting around the front facing building with mature trees around the perimeter of the site. The area of the site between the buildings and Halls Mill Road is primarily open and mowed.

- ☐ Lighting:

Lighting on the site includes pole lighting in the parking lot and around the football field and buildings.

- ☐ Hours of operation:

School hours are 7:00am to 3:30 pm, Monday - Friday, with various after school activities occurring Monday - Friday and occasional Saturdays.

- ☐ 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.

There are no known noxious or offensive elements associated with the school that are detrimental to the public health, safety, or general welfare.

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

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Revised March 2025



Plan Submission Contact Information

Name of Project Covenant Academy of Mobile

Address 4568 Halls Mills Road, Mobile, AL 36693

Owner Dunnaway Corporation

Address 4710 Belle Isle Lane, Mobile, AL Zip Code 36619

Phone (251) 307-1863 Fax _____ Email spencerruggs@hotmail.com

Authorized Agent Goodwyn Mills Cawood, LLC

Address 2039 Main Street, Daphne, AL Zip Code 36526

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

Contractor _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer Goodwyn Mills Cawood, LLC

Address 2039 Main Street, Daphne, AL Zip Code 36526

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

Architect Goodwyn Mills Cawood, LLC

Address 11 North Water Street, Suite 19290, Mobile, AL Zip Code 36602

Phone 251-460-4006 Fax _____ Email chris.lunsford@gmcnetwork.com

Submitted by:

Goodwyn Mills Cawood, LLC

Melissa Hadley

Signature

Print

8/21/25

Agent

Date

Affiliation to project/Organization



PUD AMENDMENT JUSTIFICATION

COVENANT ACADEMY OF MOBILE

4568 HALLS MILL ROAD, MOBILE, AL 36693

The purpose of the PUD Amendment is to create two lots and add a new building to the site. The proposed building is located on the westerly portion of the overall site and will face the existing campus buildings. The school's existing driveway provides access from Halls Mill Road and will be utilized for the proposed building. Thus, no new driveways are proposed. The proposed use will not result in any conflicts with or prevent any improvements on adjoining properties.

The site is compatible with its Institutional FLUM designation, which includes land and buildings that serve the public and provide civic use or amenity. Semi-public uses such as schools are included in this designation. The site currently operates as a charter school serving Kindergarten through 7th Grade students. Covenant Academy of Mobile has been successfully operating as a public charter school since 2023 within its mixed-use context and does not conflict with the surrounding neighborhoods or various commercial uses.

Covenant Academy of Mobile provides a valuable service to the community by expanding enhanced educational opportunities. The proposed additional building on the campus will give the school the ability to add additional grades, thus serving more Mobile students and families.



LEGAL DESCRIPTION

COVENANT ACADEMY OF MOBILE

4568 HALLS MILL ROAD, MOBILE, AL 36693

LOT 1, I.M.S. SUBDIVISION AS SHOWN ON PLAT THEREOF RECORDED IN MAP BOOK 113,
PAGE 48 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY.



Corporate Letter of Authorization

I, Spencer Ruggs, 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 Covenant Academy of Mobile, a corporation for the property located within the city limits of Mobile, Alabama at 4568 Halls Mills Road.

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

Goodwyn Mills Cawood, LLC/Melissa Hadley

Designee (1)

Melissa.hadley@gmcnetwork.com

Email

251-626-2626

Phone Number

Designee (2)

Email

Phone Number

Signature of Company Owner

09-28-2025

Date



Goodwyn Mills Cawood

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

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

www.gmcnetwork.com

September 17, 2025

RE: Covenant Academy of Mobile
Modification of an existing Planned Development

Dear Resident:

The City of Mobile zoning regulation requires that all property owners within 300-feet of a property being considered for a modification to a previously approved Planned Unit Development (PUD) be notified by mail. You have been identified as a property owner within this required notification area as shown on the City of Mobile Planning and Zoning Office GIS maps. The proposed request is described below.

The subject property is located on the north side of Halls Mill Road lying west of Laughlin Drive. Dunnaway Corporation is requesting the above referenced PUD modification to construct an additional building on the existing campus. Please find a copy of the proposed site plan attached.

Goodwyn Mills Cawood, LLC (GMC) will hold a Neighborhood Meeting on behalf of the applicant to provide information about the requested modification. The meeting details are as follows:

Date:	October 8, 2025
Time:	5:30 to 6:30 p.m.
Location:	Covenant Academy of Mobile, Gymnasium bldg 4568 Halls Mill Road Mobile, AL

Should you have any questions or concerns, please contact me at (251) 380-8746. Thank you.

Sincerely,

GOODWYN MILLS CAWOOD, LLC


Melissa A. Hadley, PhD, RLA AICP
Project Manager

/blg
attachments



COMMUNITY MEETING SIGN IN SHEET

COVENANT ACADEMY OF MOBILE
4568 HALLS MILL ROAD, MOBILE, AL 36693

GMC PROJECT NO. CMOB240057
OCTOBER 8, 2025 @ 5:30PM

PLEASE PRINT

NAME	ADDRESS	EMAIL/PHONE NUMBER
Ashley Kendrick		251-454-7811 / ashleykendrick@cityofmobile.org
Barbara Garner		GMC
Breanda Hartzog		(251) 510-3671 bhartzog@camobile.us
Kristi July		(251) 307-1803 / k.july@camobile.us
Chris Lunsford		251-281-6392 / chris.lunsford@gmcnetwork.com
Marlene Wiley		251-455-9022
Melissa Hadley	GMC	



COMMUNITY MEETING MINUTES

COVENANT ACADEMY OF MOBILE

GYMNASIUM BUILDING

4568 HALLS MILL ROAD, MOBILE, AL 36693

GMC PROJECT NO. CMOB240057

OCTOBER 8, 2025 @ 5:30PM

Melissa Hadley, GMC Engineering, explained the PUD Amendment process and the purpose of the meeting.

Resident neighbor, Marlene Wiley, asked when is completion of building. Chris Lunsford, GMC Architecture, answers "In Phases over the next year or so". She also asked about uses inside the building which was explained as primarily classrooms. Ms. Wiley was appreciative of the information and is supportive of the project.

No further questions or comments were received.

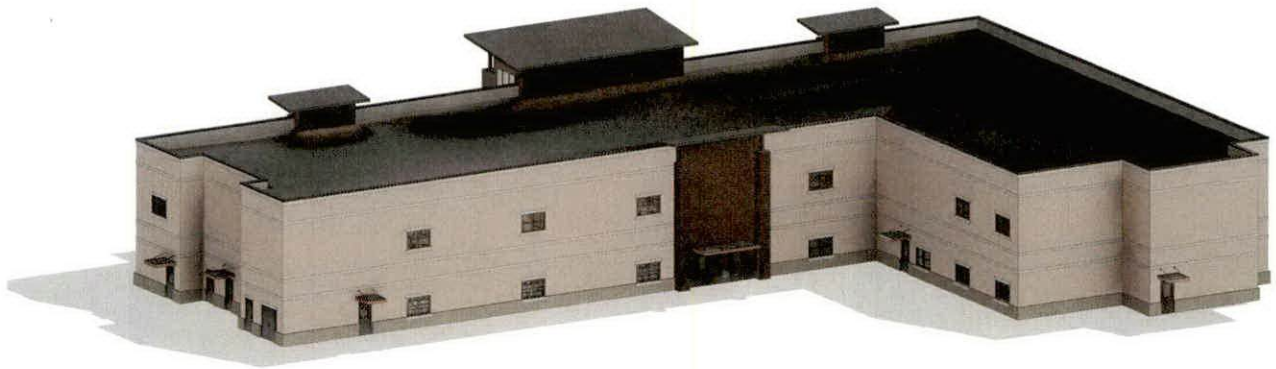
Meeting adjourned at 6:30PM



GMC

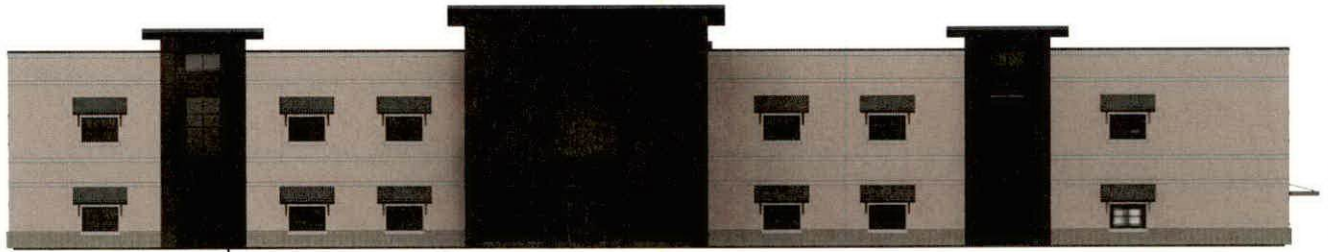


3D ISOMETRIC - FRONT

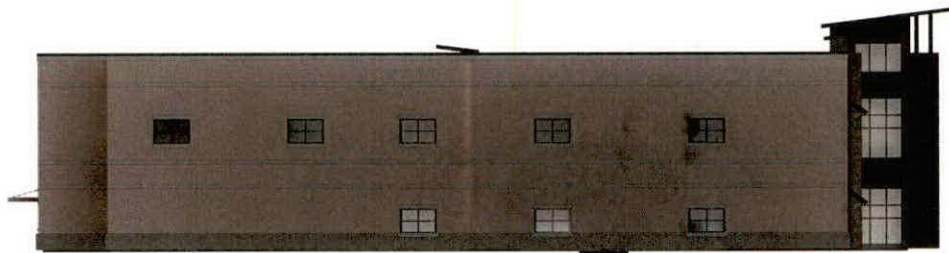


3D ISOMETRIC - BACK

GMC



1 EXTERIOR ELEVATION
SCALE: 1/8"=1'-0"



2 EXTERIOR ELEVATION
SCALE: 1/8"=1'-0"



3 EXTERIOR ELEVATION
SCALE: 1/8"=1'-0"



4 EXTERIOR ELEVATION
SCALE: 1/8"=1'-0"



4663 Halls Mill Rd LLC
4663 Halls Mill Rd
Mobile, AL 36693

Carr Foday
1574 Regency Dr
Mobile, AL 36693

Fowler, Gregory & Janel
50 Kingswood Dr W
Mobile, AL 36608

Abastoflor, Jaime & Sheila
4433 Radian Dr
Mobile, AL 36693

Caruso, Robert & Sandra
PO Box 9992
Mobile, AL 36691

Fowler, Sarah
5905 Cottage Hill Rd
Mobile, AL 36609

Alvey, John & Jennifer
1567 Regency Dr
Mobile, AL 36693

Champagne, Melia
4409 Radian Dr
Mobile, AL 36693

Funero, Stephanie & Freddie
4437 Radian Dr
Mobile, AL 36693

Arrington, Kenneth & Rhonda
4420 Radian Dr
Mobile, AL 36693

Clark Stephanie & Jason
4413 Radian Dr
Mobile, AL 36693

Goodall, Ethelyon & Charles
4405 Birchwood Dr E
Mobile, AL 36693

Board of School Comm
Facilities Dept.
PO Box 180069
Mobile, AL 36618

Cobb, Byron
4407 Birchwood Dr E
Mobile, AL 36693

Hall DEM LLC
PO Box 16066
Mobile, AL 36616

Boatman, Kenneth & Joyce
4425 Radian Dr
Mobile, AL 36693

Construction Fabrication Svcs
4700 Halls Mill Rd
Mobile, AL 36693

Halls Mill LLC
4670 Halls Mill Rd
Mobile, AL 36693

Britt Kenneth, Elsie & Kerry
1579 Regency Dr
Mobile, AL 36693

Cothran, Mark
1587 Regency Dr
Mobile, AL 36693

Harrell, Craig
4424 Radian Dr
Mobile, AL 36693

Brooks, Jerry & Wanda
1578 Regency Dr
Mobile, AL 36693

Davison, Winston
1590 Regency Dr
Mobile, AL 36693

Helms, Christopher
504 Hayfield Pl
Mobile, AL 36608

Campbell, Daniel
1613 Regency Dr
Mobile, AL 36693

Dunnaway Corp
4710 Belle Isle La
Mobile, AL 36619

Herrera, Lorenza & Susan
1610 Regency Dr
Mobile, AL 36693

Cannon, Susan
4658 Halls Mill Rd
Mobile, AL 36693

First Independent Southern
4410 Birchwood Dr
Mobile, AL 36609

Hill, Jack & Bonnie
1604 Regency Dr
Mobile, AL 36693

Hill, Jack & Tammy
1611 Regency Dr
Mobile, AL 36693

JWO Investments, LLC
3755 Professional Pkwy
Ste B
Mobile, AL 36693

LMR Properties, LLC
1485 Brockton La
Mobile, AL 36695

Lowe, Wesley & Terra
4421 Radian Dr
Mobile, AL 36693

Moreman, Kenneth
1559 Radian Ct
Mobile, AL 36693

Persons Devel & Const Svc
4474 Halls Mill Rd
Mobile, AL 36693

RBVP, LLC
796 Arbor Ct
Mobile, AL 36609

Shaw, Robert & Nancy
1558 Apex Dr
Mobile, AL 36693

Stabile, Darryl & Roberta
4417 Radian Dr
Mobile, AL 36693

Wiggins, Betty
1575 Regency Dr
Mobile, AL 36693

Houseman, Judy
4405 Radman Dr
Mobile, AL 36693

Kelley, Alecia & Ronald
1607 Regency Dr
Mobile, AL 36693

Lowe, Kenneth & Wesley
4429 Radian Dr
Mobile, AL 36693

McGee, Mia & Corrie
1605 Regency Dr
Mobile, AL 36693

Nationstar Mortgage
8950 Cypress Waters Blvd
Coppell, TX 75019

Poole, Steven & Gina
1564 Regency Dr
Mobile, AL 36693

RJG Devel, LLC
5966 Shenandoah Rd S
Mobile, AL 36608

Smith, Deborah
1558 Radian Ct
Mobile, AL 36693

Sullivan, Ruthetta
PO Box 40053
Mobile, AL 36640

Wiley, Kenneth & Marlene
1600 Regency Dr
Mobile, AL 36693

Jones, Alton & Sue Ellen
1570 Regency Dr
Mobile, AL 36693

Lee, Heng & Shu-Shun
6706 Heirloom Ct
Frederick, MD 21702

Lowe, Randall
1609 Randall Dr
Mobile, AL 36693

Mixon, Amerisha
4410 Birchwood Dr E
Mobile, AL 36693

Owens, Jacob
1614 Regency Dr
Mobile, AL 36693

Pritchard, Paul & Angela
1601 Regency Dr
Mobile, AL 36693

Robinson, Ladarius
2564 Magnolia Grande Dr
Mobile, AL 36618

Solberger, Carol
1591 Regency Dr
Mobile, AL 36693

Watts, Demetrius & Henrietta
4428 Radian Dr
Mobile, AL 36693

Wright, Robert
1603 Regency Dr
Mobile, AL 36693



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:	Melissa A. Hadley	Melissa A. Hadley
Firm:	Goodwyn Mills Cawood	Goodwyn Mills Cawood
Phone:		
Email:		
Address:		

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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Firm:	Dunnaway Corporation	Goodwyn Mills Cawood
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 Date: 10/13/2025
 Applicant or Agent Signature (if applicable): Melissa A. Hadley
 Date: 10/13/2025

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Applicant or Agent Signature: Melissa A. Hadley
 Date: 10/13/2025

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☒ Yes ☐ No

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Revised March 2025

6. Please provide the following information:

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- ☐ 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 mature landscape planting around the front facing building with mature trees around the perimeter of the site. The area of the site between the buildings and Halls Mill Road is primarily open and mowed.

- ☐ Lighting:

Lighting on the site includes pole lighting in the parking lot and around the football field and buildings.

- ☐ Hours of operation:

School hours are 7:00am to 3:30 pm, Monday - Friday, with various after school activities occurring Monday - Friday and occasional Saturdays.

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Revised March 2025



Agenda Item # 13

SUB-003522-2025, MOD-003521-2025 & MOD-03523-2024

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

[Applicant Materials for Consideration – Subdivision](#)

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

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

DETAILS

Location:

4568 Halls Mill Road

Applicant / Agent:

Melissa A. Hadley, Goodwyn Mills Cawood

Property Owner:

Dunnaway Corporation

Current Zoning:

R-1, Single-Family Residential Suburban District

Future Land Use:

Institutional

Applicable Codes, Policies, and Plans:

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

Schedule for Development:

- Not provided

Proposal:

- Subdivision approval to create two (2) legal lots of record from a single legal lot of record.
- Modification of a previously approved Planning Approval
- Modification of a previously approved Planned Unit Development

Considerations:

1. Subdivision proposal with eight (8) conditions;
2. Modification of a previously approved Planned Unit Development with eight (8) conditions; and
3. Modification of a previously approved Planning Approval with eight (8) conditions.

Report Contents:

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PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units. Industrial units lie to the south.

APPLICATION NUMBER 13 DATE November 20, 2025
 APPLICANT Covenant Academy of Mobile Subdivision
 REQUEST Subdivision, PUD Modification, PA Modification



SITE HISTORY

The site was the subject of a two (2) lot subdivision, I.M.S. Subdivision, which was approved by the Planning Commission in 2006, and subsequently recorded in Probate Court.

The site had Planned Unit Development (PUD) and Planning Approval (PA) in 2016 to allow a church school and daycare to operate in an R-1 district, with multiple buildings on multiple lots, with shared access. Amendments were made to the PUD and PA site plan in both 2017 and 2018.

The site was before the Board of Zoning Adjustment at its March 5, 2018 meeting, to request Parking and Access/Maneuvering Surface Variances to allow the retention of aggregate parking and access/maneuvering surfaces at a school in an R-1, Single-Family Residential District. The variance application was denied.

In September 2025, the site was granted a Sign Variance by the Board of Zoning Adjustment to allow a digital sign within 300-feet of residentially zoned property.

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. Add legible street names to the vicinity map.
- C. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo LOTS 1-A and 1-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-A – NONE and LOT 1-B – 125,400 SF.
- 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.

Planning Approval Modification (MOD-003521-2025)

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

Planned Unit Development Modification (MOD-003523-2025)

No comments

Traffic Engineering Comments:

A traffic impact study will be required for this site. 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.

Fire hydrants will be required within 500 feet of all structures.

Planning Comments:

Subdivision

The purpose of the subdivision request is to create two (2) legal lots of record from one (1) legal lot of record. The site is served by public water and sanitary sewer.

Both lots have frontage onto Halls Mill Road, with the proposed Lot 1-B having frontage onto Knob Hill Drive as well. Halls Mill Road, a minor arterial street, is depicted as having a right-of-way that varies, but the site was required to make dedication to provide 35-feet from the centerline with the 2006 Subdivision, making no additional dedication necessary. Knob Hill Drive, a minor street with curb and gutter, is depicted as having a compliant 50-foot right-of-way, making no dedication necessary.

The previously approved Subdivision for the site limited the subject site to two (2) curb cuts to Halls Mill Road, and one (1) curb cut to Knob Hill Drive. As such, if approved, proposed Lot 1-A should be limited to one (1) curb cut to Halls Mill Road, and proposed Lot 1-B should be limited to one (1) curb cut to Halls Mill Road, and one (1) curb cut to Knob Hill Drive.

Both lots, as proposed, exceed the minimum size requirements for lots served by public water and sanitary sewer in an B R-1, Single-Family Residential Suburban District. However, the plat only provides the lot sizes in acres. If approved, the Final Plat should have the lot sizes labeled in both square feet and acres; or the provision of a table on the Final Plat with the same information will suffice.

There is a note on the preliminary plat stating that a 25-foot building setback line is required, but is not depicted. If approved, the setback line should be illustrated for both street frontages.

It should be noted that the proposed Lot 1-A is unusually shaped, and is considered a flag lot, with a “pole” that is 60-feet wide at the street frontage, as Section 6.C.2(b)(2) of the Subdivision Regulations requires, but reduces to approximately 21-feet wide, before increasing to 237-feet wide. Therefore, if approved, a waiver of Section 6.C.2(b)(2) of the Subdivision Regulations.

Planning Approval and Planned Unit Development Modifications

The original PUD allowed for multiple buildings on a single building site, and shared access and parking between multiple building sites. The Planning Approval allowed for the operation of a school in a residential district. The applicant is proposing to create a second lot within the existing campus, which will then be developed with a new building for the school. Detailed descriptions of both requests are available via the links on page 1 of this report.

Both lots, as proposed, exceed the minimum size requirements for lots served by public water and sanitary sewer in an B R-1, Single-Family Residential Suburban District. However, the site plan only provides the lot sizes in acres. If approved, the site plan should have the lot sizes labeled in both square feet and acres; or the provision of a table on the site plan with the same information will suffice.

The site plan submitted indicates that there are 49 existing classrooms, with an additional 14 being proposed with the new structure, for a total of 63 classrooms. The UDC requires two (2) parking spaces per classroom, for a total of 126 parking spaces required for the development. The site plan indicates that a total of 144 parking spaces are to be provided. Because additional parking spaces are to be provided, it should be noted that a minimum of 18 parking spaces will be required to have an alternative paving surface.

In order to help staff calculations of site coverage, the site plan should be revised to indicate the square footage of all structures on the site, if approved.

No mention is made of tree planting or landscape area on the proposed site plan. Because the applicant is proposing to create a new lot for a new development, the new lot will be required to fully comply with the tree planting and landscape area requirements of the UDC.

The site is abutted by properties to the North, East, and West that are zoned R-1, Single-Family Residential Suburban District, with properties zoned B-3, Community Business Suburban District; I-1, Light Industry District; and R-1, Single-Family Residential Suburban District to the South. If approved, the site plan should be revised to clearly depict a compliant residential buffer where the site abuts residentially zoned or utilized property.

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

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, with a waiver of Section 6.C.2(b)(2) of the Subdivision Regulations, the following conditions could apply:

1. Retention of the right-of-way widths for Halls Mill Road and Knob Hill Drive on the Final Plat;
2. Provision of the lot size labels in both square feet and acres, or provision of a table on the Final Plat with the same information, adjusted for any required dedication;
3. Depiction of the 25-foot minimum building setback line along Halls Mill Road and Knob Hill Drive, as required by Section 5.C.2.(i) of the Subdivision Regulations and Article 2, Section 64-2-10.E. of the Unified Development Code;
4. Placement of a note on the Final Plat stating that the proposed Lot 1-A should be limited to one (1) curb cut to Halls Mill Road, and proposed Lot 1-B should be limited to one (1) curb cut to Halls Mill Road, and one (1) curb cut to Knob Hill Drive;
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.

PLANNING APPROVAL / PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

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

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

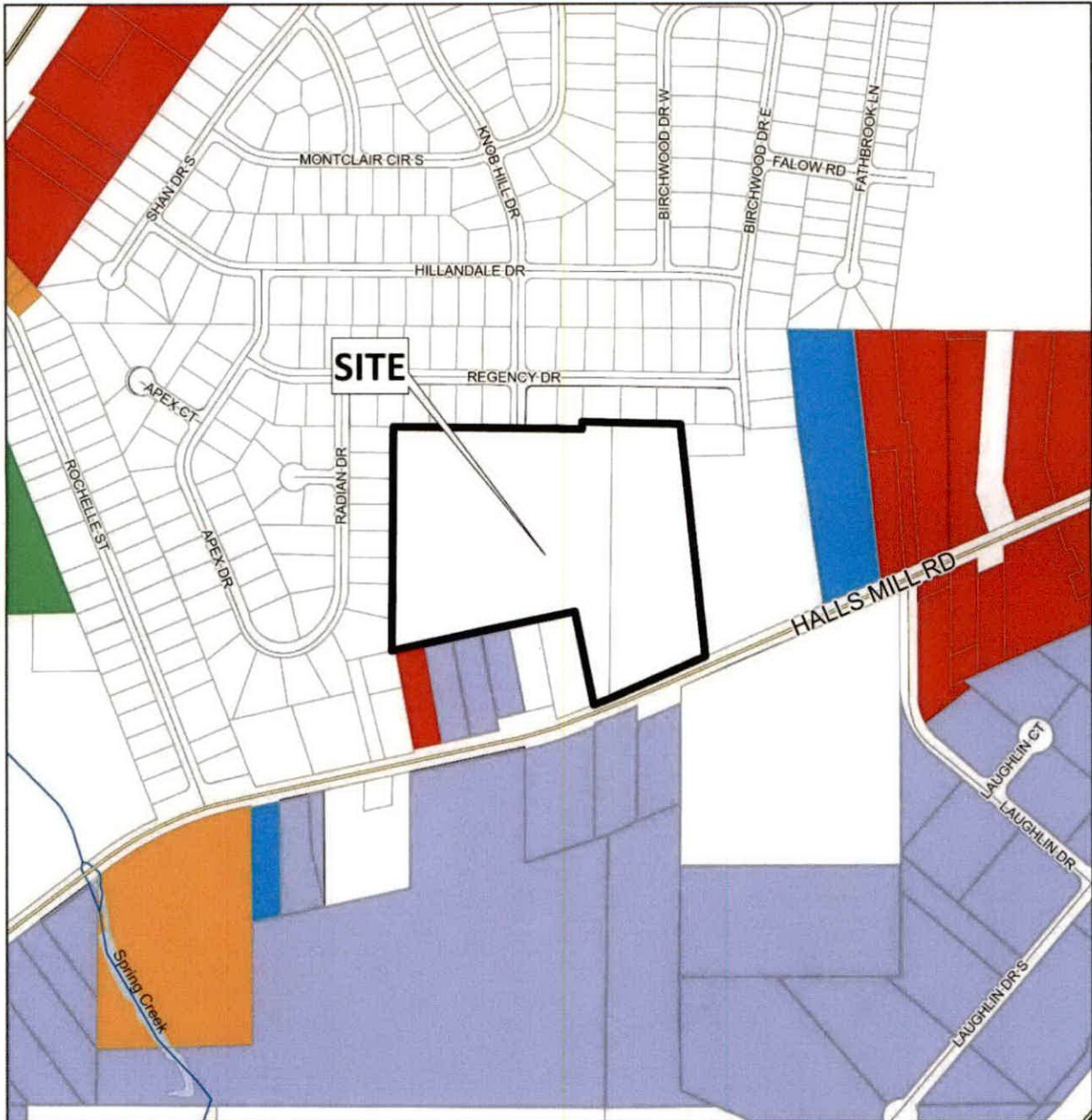
1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working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

Considerations:

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

1. Provision of the size labels in both square feet and acres;
2. Provision of the building sizes in square feet on the site plan;
3. Retention of the right-of-way widths along all streets on the site plan;
4. Placement of a note on the site plan stating that the site will comply with tree planting and landscape area requirements;
5. Revision of the site plan to depict a compliant residential buffer where the site abuts residentially zoned or utilized property;
6. Retention of a note on the Final Planning Approval and PUD site plans stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
7. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development and Planning Approval site plans prior to their recording in Probate Court, and the provision of copies of the recorded site plans (hard copy and pdf) to Planning and Zoning; and,
8. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



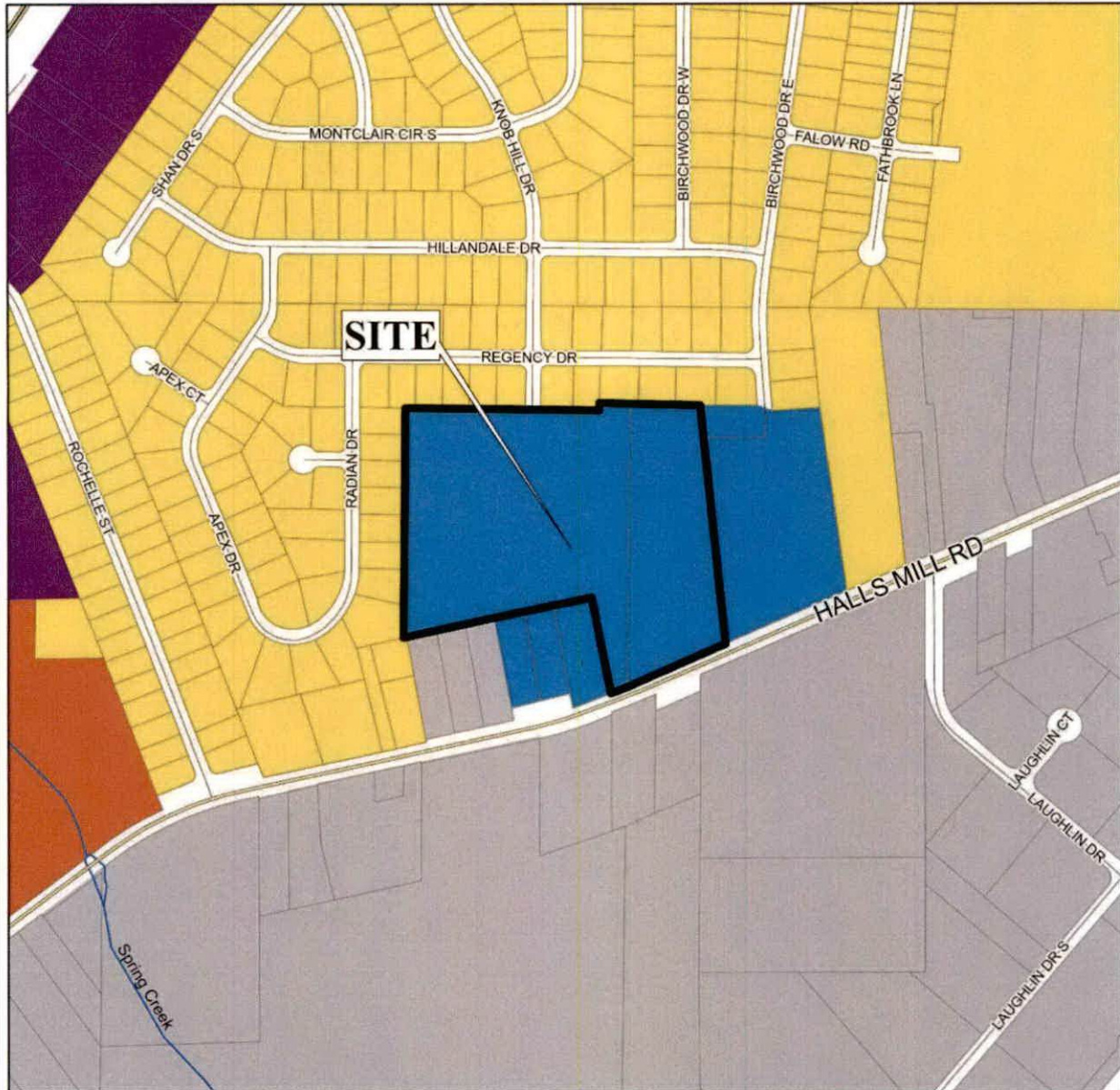
APPLICATION NUMBER 13 DATE November 20, 2025

APPLICANT Covenant Academy of Mobile Subdivision

REQUEST Subdivision, PUD Modification, PA Modification



FLUM LOCATOR MAP



APPLICATION NUMBER 13 DATE November 20, 2025

APPLICANT Covenant Academy of Mobile Subdivision

REQUEST Subdivision, PUD Modification, PA Modification

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



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units. Industrial units lie to the south.

APPLICATION NUMBER 13 DATE November 20, 2025

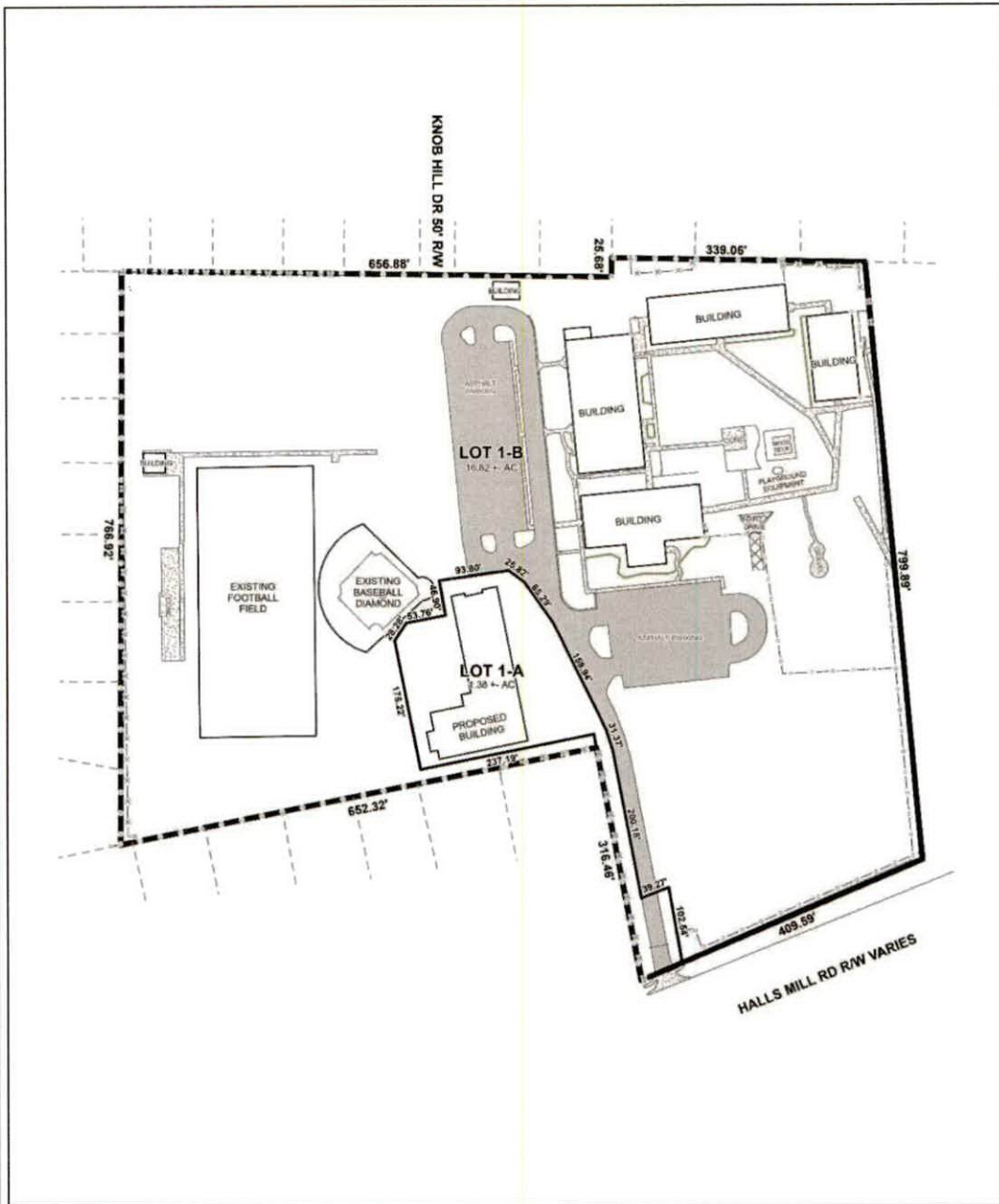
APPLICANT Covenant Academy of Mobile Subdivision

REQUEST Subdivision, PUD Modification, PA Modification

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



SITE PLAN



The site plan illustrates existing buildings, proposed buildings, drives, and landscaping.

APPLICATION NUMBER 13 DATE November 20, 2025

APPLICANT Covenant Academy of Mobile Subdivision

REQUEST Subdivision, PUD Modification, PA Modification

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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.

US

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)																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																												
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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

Sponsored by: *Councilmember Gina Gregory, District 7*

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of **\$400.00** be transferred from the District 7 General Fund, Discretionary Account DSC-07, from General Fund Account 10041020-42080 to **Mobile Tennis Center** and will be used **to assist with the Child Advocacy Tennis Tournament.**

Adopted:

City Clerk

R E S O L U T I O N

Sponsored by: Councilmember Cory Penn, District 1

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

Type of application: Restaurant Retail Liquor License
Submitted by: Logans Roadhouse Enterprises, LLC
Location: Logans Roadhouse 405
3250 Airport Boulevard
Mobile, AL 36606

Adopted:

City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL

PRESIDENT - DISTRICT 3

GINA GREGORY

VICE PRESIDENT - DISTRICT 7

CORY PENN

DISTRICT 1

SAMANTHA INGRAM

DISTRICT 2

BEN REYNOLDS

DISTRICT 4

BEAU FLEMING

DISTRICT 5

JOSH WOODS

DISTRICT 6

CITY CLERK

LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
01/01/2026	TRANSFER - LOCATION	20256- 5771	133176	1	February 10, 2026

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

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

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

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

LOGANS ROADHOUSE ENTERPRISES LLC

Trade Name (DBA)

LOGANS ROADHOUSE 405

Location Address

3250 AIRPORT BLVD

City, State, Zip Code

MOBILE AL 36606

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL

PRESIDENT - DISTRICT 3

GINA GREGORY

VICE PRESIDENT - DISTRICT 7

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Trade Name (DBA)

LOGANS ROADHOUSE 405

Location Address

3250 AIRPORT BLVD

City, State, Zip Code

MOBILE AL 36606

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

City of Mobile Alcoholic Beverage License Application

Application Date 01/01/2026	Application Type TRANSFER - LOCATION	Application Number 20256- 5771	License Account # 133176	Council District 1	Council Agenda Date February 10, 2026
License Type Applied for with Alabama ABC Board 020 - RESTAURANT RETAIL LIQUOR			2nd License Type Applied for with Alabama ABC Board		
Business Information					
Legal Business Name LOGANS ROADHOUSE ENTERPRISES LLC			Trade Name (DBA) LOGANS ROADHOUSE 405		
Business Structure Type LLC - LIMITED LIABILITY COMPANY		Incorporation Date 09/09/2025	SOS Entity ID 10326099	State DE	County
Federal Tax ID (FEIN) 39-4285287	Alabama State Sales Tax ID R012703085		Business Phone Number		
Physical Address (Street Address, Suite #) 3250 AIRPORT BLVD		City MOBILE	State AL	Zip Code 36606	
Mailing Address (Street Address, Suite #, PO Box) 3250 AIRPORT BLVD		City MOBILE	State AL	Zip Code 36606	
Primary Business Activity at the Location Explain (other) RESTAURANT		If Location Transfer, Previous Street Address and Zip Code N/A			
Contact Person Information					
Name NELDA HERNANDEZ	Title LICENSING MAN	POA	Phone	Email	
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name LOGANS ROADHOUSE 11 LLC			Trade Name (DBA) LOGANS ROADHOUSE #405		
ABC License Type 020 - RESTAURANT RETAIL LIQUOR		License Number 020-011623449	Any ABC Pending Actions NO		
Land/Building Information					
Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED					
Property Owner Name and/or Contact Person Name AR SPRINGDALE MALL LLC		Property Owner Phone Number		Property Owner Email	
Property Owner Mailing Address (Street Address, Suite #, PO Box) 11155 RED RUN BLVD STE 320		City OWINGS MILLS	State MD	Zip Code 21117	
Bldg Square Footage 8,060	Bldg Seating Capacity 281	Restroom Facilities YES	Patio Area NO	Structure Type SINGLE STRUCTURE	License Covers ENTIRE STRUCTURE
Do the premises have a fully equipped/operational kitchen? YES Is the business used to habitually and principally provide food to the public? YES Is the business equipped with services and facilities for on premises consumption? YES Will the business be operated primarily as a package store? NO					

[Signature]
POA

City of Mobile Alcoholic Beverage License Application

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

AB POA

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

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

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

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

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

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

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

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

Owner/Applicant/POA Printed Name

Ashley Brooks poa

Owner/Applicant/POA Signature

[Signature] poa

Date of Application Signature

2-5-26

Title of Person Signing this Application

General Manager

Sworn to and subscribed before me this **5th** day of **January** 20 **26**

Notary Person Printed Name

Notary Person Signature

My Notary Commission Expires

--	--	--

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
01/01/2026	TRANSFER - LOCATION	20256- 5771	133176	1	February 10, 2026

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

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

LOGANS ROADHOUSE ENTERPRISES LLC

Trade Name (DBA)

LOGANS ROADHOUSE 405

Location Address

3250 AIRPORT BLVD

City, State, Zip Code

MOBILE AL 36606

Contact Person Information				
Name	Title	POA	Phone	Email
NELDA HERNANDEZ	LICENSING MANA			

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

What is/was the start date of this business? 01/01/2026

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

Tara Harris

Revenue Department Representative

Letter to City Council

City of Mobile Alcoholic Beverage License Application Notice of Public Hearing

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

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

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

LOGANS ROADHOUSE ENTERPRISES LLC

dba

LOGANS ROADHOUSE 405

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

020 - RESTAURANT RETAIL LIQUOR and

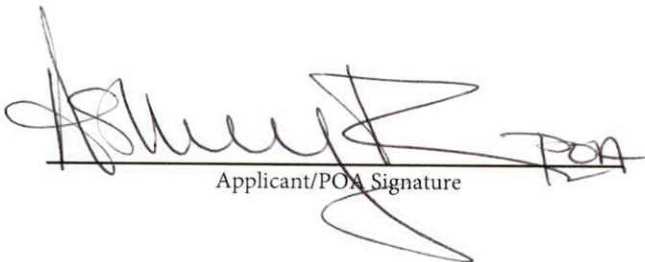
for the premises located at

3250 AIRPORT BLVD

, Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on **February 10, 2026** for application number **20256- 5771**

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



Applicant/POA Signature

Tara Harris

Revenue Department Representative



NOTICE!

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

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

LOGANS ROADHOUSE ENTERPRISES L⁺

Trade Name (DBA)

LOGANS ROADHOUSE 405

Location Address

3250 AIRPORT BLVD

Zip Code

36606

Application Number

20256- 5771

Notice Post Date @ Location

01/01/2026

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

February 10, 2026

Date

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

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

Applicant/POA Signature

Tara Harris

Revenue Department Representative

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



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20251121145032455

Type License: 020 - RESTAURANT RETAIL LIQUOR

State:

County:

Type License:

State:

County:

Trade Name: LOGANS ROADHOUSE 405

Filing Fee:

Applicant: LOGANS ROADHOUSE ENTERPRISES LLC

Transfer Fee: \$50.00

Location Address: 3250 AIRPORT BLVD MOBILE, AL 36606

Mailing Address: 3250 AIRPORT BLVD MOBILE, AL 36606

County: MOBILE **Tobacco sales:** NO

Tobacco Vending Machines:

Product Type:

Type Ownership: LLC

Book, Page, or Document info: 10326099

Do you sell Draft Beer?:

Date Incorporated: 09/09/2025 **State incorporated:** DE

County Incorporated: NEW CASTLE

Date of Authority: 09/30/2025

Federal Tax ID: 39-4285287

Alabama State Sales Tax ID: R012703085

Name:

Title:

Date and Place of Birth:

Residence Address:

SUNIL DEVJI DHAROD	MEMBER		

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

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

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

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

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

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

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

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

Contact Person: NELDA HERNANDEZ

Business Phone

Fax:

Home Phon

Cell Phone:

E-mail: N.H.

PREVIOUS LICENSE INFORMATION:

Trade Name: LOGANS ROADHOUSE 405

Applicant: LOGANS ROADHOUSE II LLC

Previous License Number(s)

License 1: 020-011623449

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20251121145032455



NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:
LOGANS ROADHOUSE II LLC
Address: 3250 AIRPORT BLVD
MOBILE AL 36606
Telephone

NEW APPLICANT:
LOGANS ROADHOUSE ENTERPRISES LLC
Address: 3250 AIRPORT BLVD
MOBILE AL 36606
Telephone

Current License No: 020-011623449

LICENSED PREMISES ADDRESS: 3250 AIRPORT BLVD MOBILE, AL 36606

THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 2nd day of December, 2025.

CURRENT LICENSEE (NAMED ON LICENSE)

✓ [Signature]
Print Name: Morgan J. McClure
Title: President

NEW LICENSEE (APPLICANT)

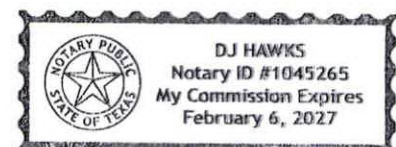
[Signature]
Print Name: Sunil D. Dharod
Title: President

WITNESS: (By ABC Enforcement)
Revised 9/08

[Signature]
WITNESS BY NOTARY PUBLIC



[Signature]
WITNESS BY NOTARY PUBLIC





STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20251121145032455

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

Name of Property owner/lessor and phone number: **BRIXMOR GA SPRINGDALE MOBILE LIMITED PARTNERSHIP BRIXMOR PROPERTY GROUP INC 407-903-2901**

What is lessors primary business? **PROPERTY OWNER LANDLORD**

Is lessor involved in any way with the alcoholic beverage business? **NO**

Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

Will the business require an age restriction for all patrons/customers to be 21 years of age or older? **NO**

Does the premise have a fully equipped kitchen? **YES**

Is the business used to habitually and principally provide food to the public? **YES**

Does the establishment have restroom facilities? **YES**

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **YES**

Will the business be operated primarily as a package store? **NO**

Building Dimensions Square Footage: **8060** Display Square Footage:

Building seating capacity: **281** Does Licensed premises include a patio area? **NO**

License Structure: **SINGLE STRUCTURE** License covers: **ENTIRE STRUCTURE**

Number of licenses in the vicinity: **1** Nearest: **1**

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

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

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

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA

ALCOHOLIC BEVERAGE CONTROL BOARD

ALCOHOL LICENSE APPLICATION



Confirmation Number: 20251121145032455

Initial each

(Logan's - Mobile)

Signature page

☐ AS

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

☐ AS

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

☐ AS

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

☒ X

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

☒ X

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

☐ AS

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

☐ AS

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

☐ AS

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

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

☐ AS

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

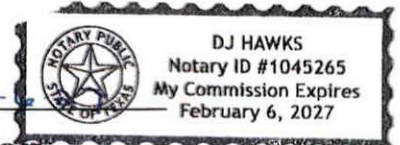
Applicant Name (print): Sunil D. Dharod

Signature of Applicant: [Signature]

Notary Name (print): DJ Hawks

Notary Signature: [Signature]

Commission expires: 2-6-27



Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20251121145032455



Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

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

Has Agent verified membership applications for each member listed?

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

Agent's Initials:

For what purpose is the club organized?

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

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

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

Does anyone involved with this license application have any monetary interest in any other ABC licensed/permitted establishment?: OTHER LOGANS ROAD HOUSE RESTAURANTS

Receipt Confirmation Page

Receipt Confirmation Number: **20251121145032455**
Application Payment Confirmation Number: **114235020**

Payment Summary	
Payment Item	Fee
Transfer Fee for License 020	\$50.00
Total Amount to be Charged	\$50.00

Application Type

Application Type: TRANSFER

Applicant Information

License Type 1: 020 - RESTAURANT RETAIL LIQUOR
License Type 2:
License County: MOBILE
Business Type: LLC
Trade Name: LOGANS ROADHOUSE 405
Applicant Name: LOGANS ROADHOUSE ENTERPRISES LLC
Location Address: 3250 AIRPORT BLVD
MOBILE, AL 36606
Mailing Address: 3250 AIRPORT BLVD
MOBILE, AL 36606
Contact Person: MELBA HERNANDEZ
Contact Home Phone:
Contact Business Phone:
Contact Fax:
Contact Cell Phone:
Contact Email Address:
Contact Web Address:

LIMITED POWER OF ATTORNEY
Known All Men By These Presents:

That **Sunil D. Dharod, President** of **LOGANS ROADHOUSE ENTERPRISES LLC** has made constituted and appointed, and by these presents does make, constitute and appoint **DAN PATEL AND/OR NELDA HERNANDEZ** true and lawful attorneys for him and in his name, place, and stead;

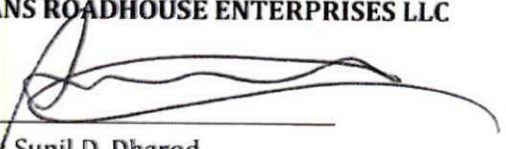
This instrument authorizes **DAN PATEL AND/OR NELDA HERNANDEZ** to: Receive or obtain any and all confidential information, submit any changes to any part of any application and to substitute for said taxpayer, applicant, permit holder, or licensee, sole, specifically, and exclusively in conjunction with any zoning application, health application, food service application, sanitation application, business or operating application, and/or any alcoholic beverage license application, before the **State of Alabama** Department of Revenue; Department of Public Health; State of Alabama Alcoholic Beverage Control Board and all municipal and county Building, Planning and Zoning Departments.

Giving and granting unto **DAN PATEL AND/OR NELDA HERNANDEZ** said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully, to all intents and purposes, as he might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that **DAN PATEL AND/OR NELDA HERNANDEZ** said attorney of their substitute shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the 3 day of Nov 2025.

Sealed and delivered in the presence of:

LOGANS ROADHOUSE ENTERPRISES LLC

By: 
Name: Sunil D. Dharod
President

STATE OF TEXAS

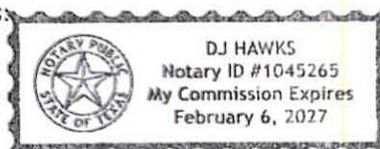
COUNTY OF DALLAS

The foregoing instrument was acknowledged before me this 3 day of Nov, 2025, by **Sunil D. Dharod**, who personally appeared before me at the time of notarization, and who is personally known to me or who has produced DL as identification.


NOTARY PUBLIC, State of Texas

My Commission Expires

2-6-27





U.S. Department of Justice
Federal Bureau of Investigation
Criminal Justice Information Services Division
Clarksburg, WV 26306

SUNIL DEVJI DHAROD
ATTN: CHRIS BLOVITZ
C/O: SSCP MANAGEMENT INC
13355 NOEL RD STE 1645
DALLAS, TX 75240

Date: 12-03-2025

The Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation (FBI) has completed the following fingerprint submission:

Subject Name

SUNIL DEVJI DHAROD

Search Completed Result

12-03-2025 E2025338000000001412

A SEARCH OF THE FINGERPRINTS PROVIDED BY THIS INDIVIDUAL HAS REVEALED NO PRIOR ARREST DATA AT THE FBI. THIS DOES NOT PRECLUDE FURTHER CRIMINAL HISTORY AT THE STATE OR LOCAL LEVEL.

Social Security number: XXX-XX-XXXX

The result of the above response is only effective for the date the submission was originally completed. For more updated information, please submit new fingerprints of the Subject.

In order to protect Personally Identifiable Information, as of August 17, 2009, FBI policy has changed to no longer return the fingerprint cards. This form will serve as the FBI's official response.

This Identity History Summary (IdHS) is provided pursuant to 28 CFR 16.30-16.34 solely for you to conduct a personal review and/or obtain a change, correction, or updating of your record. This IdHS is not provided for the purpose of licensing or employment or any other purpose enumerated in 28 CFR 20.33.

Any questions may be addressed to the Customer Service Group at 304-625-5590. You may also visit the website at www.fbi.gov/checks for further instructions.

A handwritten signature in black ink, reading "Chris Ormerod", is positioned above the typed name and title.

Chris Ormerod
Section Chief
Biometric Services Section
Criminal Justice Information
Services Division

SUNIL DEVJI DHAROD
ATTN: CHRIS BLOVITZ
C/O: SSCP MANAGEMENT INC
13355 NOEL RD STE 1645
DALLAS, TX 75240

144791090-00224



U.S. Department of Justice
Federal Bureau of Investigation
Criminal Justice Information Services Division
Clarksburg, WV 26306

SUNIL DEVJI DHAROD
ATTN: CHRIS BLOVITZ
C/O: SSCP MANAGEMENT INC
13355 NOEL RD STE 1645
DALLAS, TX 75240

Date: 12-03-2025

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Any questions may be addressed to the Customer Service Group at 304-625-5590. You may also visit the website at www.fbi.gov/checks for further instructions.

Chris Ormerod
Section Chief
Biometric Services Section
Criminal Justice Information
Services Division

STATE OF ALABAMA

FOREIGN LIMITED LIABILITY COMPANY (LLC)
APPLICATION FOR REGISTRATION

PURPOSE: In order to register a foreign entity (any entity formed outside of Alabama) to transact business in Alabama, the entity must deliver to the Secretary of State for filing an Application for Registration pursuant to Section 10A-1-7.04, Code of Alabama 1975.

1. The legal name of the foreign entity as recorded in the jurisdiction in which it was formed/organized:

LOGANS ROADHOUSE ENTERPRISES, LLC

2. The name of the foreign entity for use in Alabama (only if different from the legal name*):

*A fictitious name may be used **only if the legal entity name is not available** for use in Alabama or the name does not contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC" (10A-1-5.06).

3. If a fictitious name is used the undersigned certifies the resolution of the LLC's governing authority to adopt the fictitious name for use in Alabama and affirms the authority to make such a certification under 10A-1-7.07.

4. A copy of the name reservation received from the Office of the Alabama Secretary of State must be attached.

5. Street (No PO Boxes) address of principal office: _____

13355 Noel Rd., Suite 1645 Dallas, TX 75240

Mailing address (if different from street address) _____

(For SOS Use Only)

Alabama	
Sec. Of State	
001-213-245	FLL
Date	09/30/2025
Time	14:43:00
File	\$150.00
County	\$0.00

Total	\$150.00



2026
SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

LOGANS ROADHOUSE ENTERPRISES LLC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R012703085	01/1/2026	12/31/2026

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

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

NAICS CODE: 722513

STATE OF ALABAMA

Deputy Commissioner

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

1511 SKYLAND BOULEVARD EAST TUSCALOOSA AL 35403-0000
16132 ATHENS LIMESTONE BLVD ATHENS AL 35611-5156
1999 VILLAGE DR LEEDS AL 35094-1133
2315 BELTLINE RD SW DECATUR AL 35601-3619
2775 LEGENDS PKWY PRATTVILLE AL 36066-7754
2890 FLORENCE BOULEVARD FLORENCE AL 35630-0000
30275 EASTERN SHORE CT SPANISH FORT AL 36527-5800
3250 AIRPORT BLVD MOBILE AL 36606-3802
3387 LOWERY PKWY FULTONDALE AL 35068-1684
4249 BALMORAL DRIVE HUNTSVILLE AL 35801-0000
5000 BOND BLVD BESSEMER AL 35022-7300
5083 PINNACLE SQ BIRMINGHAM AL 35235-3216
6092 ALABAMA HIGHWAY 157 NORTH CULLMAN AL 35058-0000
6226 UNIVERSITY DR NW HUNTSVILLE AL 35806-1705

FOREIGN LIMITED LIABILITY COMPANY (LLC) APPLICATION FOR REGISTRATION

6. Entity's jurisdiction of formation: Delaware

(State or Country of formation)

7. Date of the entity's formation in state/country of jurisdiction: 9 / 9 / 2025 (MM/DD/YYYY)

8. The undersigned certifies that the foreign entity exists as a valid Limited Liability Company under the laws of the entity's jurisdiction of formation.

9. Name of registered agent for service of process (MUST be physically located in Alabama): _____

Corporate Creations Network Inc.

10. Street (No PO Boxes) address of registered office of registered agent (MUST be physically located in Alabama): _____

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

11. If the entity registering is a Non Profit LLC, Series LLC or Non-Profit Series LLC. Please check type below:

☐ Non-Profit LLC

☐ Series LLC

☐ Non-Profit Series LLC

12. The foreign entity began or will begin transacting business in Alabama (a date must be provided):

Began or will begin doing business: 9 / 30 / 2025 (MM/DD/YYYY)

9 / 30 / 2025
Date (MM/DD/YYYY)

Megan Blizzard Authorized Person

(Signature of person authorized to sign per 10A-1-4.01)

STATE OF ALABAMA

FOREIGN LIMITED LIABILITY COMPANY (LLC)
APPLICATION FOR REGISTRATION

PURPOSE: In order to register a foreign entity (any entity formed outside of Alabama) to transact business in Alabama, the entity must deliver to the Secretary of State for filing an Application for Registration pursuant to Section 10A-1-7.04, Code of Alabama 1975.

1. The legal name of the foreign entity as recorded in the jurisdiction in which it was formed/organized:

LOGANS ROADHOUSE ENTERPRISES, LLC

2. The name of the foreign entity for use in Alabama (only if different from the legal name*):

*A fictitious name may be used **only if the legal entity name is not available** for use in Alabama or the name does not contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC" (10A-1-5.06).

3. If a fictitious name is used the undersigned certifies the resolution of the LLC's governing authority to adopt the fictitious name for use in Alabama and affirms the authority to make such a certification under 10A-1-7.07.

4. A copy of the name reservation received from the Office of the Alabama Secretary of State must be attached.

5. Street (No PO Boxes) address of principal office:

13355 Noel Rd., Suite 1645 Dallas, TX 75240

Mailing address (if different from street address)

(For SOS Use Only)

Alabama
Sec. Of State
001-213-245 FLL
Date 09/30/2025
Time 14:43:00
File \$150.00
County \$0.00

Total \$150.00

FOREIGN LIMITED LIABILITY COMPANY (LLC) APPLICATION FOR REGISTRATION

6. Entity's jurisdiction of formation: Delaware
(State or Country of formation)
7. Date of the entity's formation in state/country of jurisdiction: 9 / 9 / 2025 (MM/DD/YYYY)
8. The undersigned certifies that the foreign entity exists as a valid Limited Liability Company under the laws of the entity's jurisdiction of formation.
9. Name of registered agent for service of process (**MUST** be physically located in Alabama):
Corporate Creations Network Inc.
10. Street (**No PO Boxes**) address of registered office of registered agent (**MUST** be physically located in Alabama):
.2
Mailing address in Alabama of registered agent/office (if different from street address) _____
11. If the entity registering is a Non Profit LLC, Series LLC or Non-Profit Series LLC. Please check type below:
☐ Non-Profit LLC ☐ Series LLC ☐ Non-Profit Series LLC
12. The foreign entity began or will begin transacting business in Alabama (**a date must be provided**):
Began or will begin doing business: 9 / 30 / 2025 (MM/DD/YYYY)
- 9 / 30 / 2025
Date (MM/DD/YYYY)
- Megan Blizzard Authorized Person
Signature of person authorized to sign per 10A-1-4.01

Wes Allen
Secretary of State

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

STATE OF ALABAMA

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

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

LOGANS ROADHOUSE ENTERPRISES, LLC

This name reservation is for the exclusive use of Computershare Entity Solutions
Inc., 801 US Highway 1, North Palm Beach, FL 33408 for a period of one year
beginning September 30, 2025 and expiring September 30, 2026



RES245159

**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.**

September 30, 2025

Date

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

Wes Allen

Secretary of State



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

Date of this notice: 09-11-2025

Employer Identification Number:
39-4285287

Form: SS-4

Number of this notice: CP 575 G

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

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

Logans Roadhouse Enterprises LLC
Sunil Dharod SOLE MBR
% Sunil Dharod SOLE MBR
13355 Noel Rd Ste 1645
Dallas, TX 75240

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 39-4285287. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

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

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

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

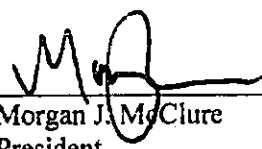
Your name control associated with this EIN is LOGA. You will need to provide this information along with your EIN, if you file your returns electronically.

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

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the first date written above.

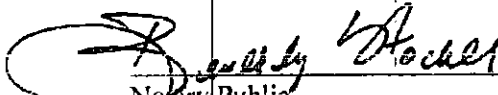
ASSIGNOR:

LOGAN'S ROADHOUSE II LLC,
a Delaware limited liability company

By: 
Name: Morgan J. McClure
Title: President

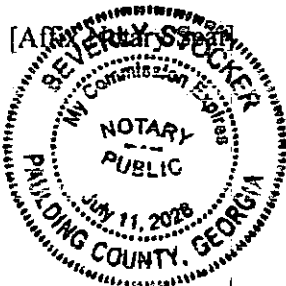
STATE OF GA
CITY/COUNTY OF ATLANTA/Fulton

2nd The foregoing instrument was acknowledged before me in the aforesaid jurisdiction this day of October, 2025, by Morgan J. McClure, as President of Logan's Roadhouse II LLC, a Delaware limited liability company, on behalf of the Assignor.


Notary Public

My commission expires:
Notary Registration No.:

4.11.2028



Assignor Signature Page to Assignment

ASSIGNEE:

LOGANS ROADHOUSE ENTERPRISES, LLC,
a Delaware Limited Liability Company

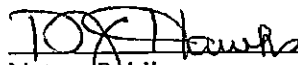
By: 

Name: Dan Patel

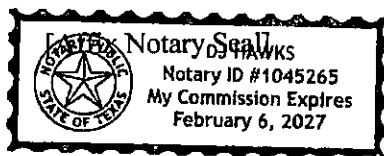
Title: Vice President and CFO

STATE OF Texas :
CITY/COUNTY OF DALLAS :

2nd The foregoing instrument was acknowledged before me in the aforesaid jurisdiction this day of October, 2025, by Dan Patel, as Vice President and CFO of Logans Roadhouse Enterprises, LLC, a Delaware Limited Liability Company, on behalf of the Assignee.


Notary Public

My commission expires: 2-6-27
Notary Registration No.: #1045265



ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Assignment”) is made as of October 3, 2025, by and between **LOGAN’S ROADHOUSE II LLC**, a Delaware limited liability company (“Assignor”), and **LOGANS ROADHOUSE ENTERPRISES, LLC**, a Delaware limited liability company (“Assignee”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement (defined below).

WITNESSETH:

WHEREAS, Assignor is the tenant under the Assigned Leases set forth on Exhibit A attached hereto and incorporated herein by reference;

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of October 1, 2025 (the “Purchase Agreement”), pursuant to which *inter alia* Assignee shall purchase from Assignor, and Assignor shall sell to Assignee, substantially all of Assignor’s assets (the “Transaction”);

WHEREAS, in connection with the Transaction, Assignor desires to assign to Assignee, and Assignee desires to assume from Assignor, all of Assignor’s right, title and interest in, to and under the Assigned Leases set forth on Exhibit A attached hereto as of the closing of the Transaction (the “Closing”).

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, each intending to be legally bound hereby, agree as follows:

1. **Recitals.** The recitals set forth above are hereby incorporated herein by reference.
2. **Effective Time.** This Assignment is contingent upon, and shall take effect simultaneously with, the Closing (the “Effective Time”). If the Purchase Agreement is terminated in accordance with its terms, this Assignment shall be of no further force or effect.
3. **Assignment and Assumption.** As of the Effective Time, Assignor does hereby transfer, sell, assign and deliver to Assignee, its successors and assigns, on the terms and subject to the conditions set forth in the Purchase Agreement, all of its right, title and interest in, to and under the Assigned Leases set forth on Exhibit A attached hereto. As of the Effective Time, Assignee does hereby accept the foregoing assignment of the Assigned Leases set forth on Exhibit A attached hereto, on the terms and subject to the conditions set forth in the Purchase Agreement, and assumes and agrees to faithfully perform and observe all of Assignor’s obligations arising out of all such Assigned Leases on and after the Effective Time.
4. **Interpretation; Governing Law.** This Assignment is being delivered pursuant to the Purchase Agreement, the terms of which are incorporated herein by reference, and shall be construed consistently therewith. Nothing contained in this Assignment shall be construed to limit, expand or terminate the representations, warranties, covenants and agreements set forth in the Purchase Agreement. To the extent of any inconsistency between this Assignment and the Purchase Agreement, the Purchase Agreement shall control and prevail. Without limiting the

foregoing, this Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to conflicts of laws principles.

5. **Further Assurances.** Each party hereto shall execute, deliver, acknowledge and file such other documents and take such further actions as may be reasonably requested from time to time by any other party hereto to give effect to and carry out the transactions contemplated herein.

6. **Successors and Assigns.** This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. **Severability.** If any term or provision of this Assignment is held by a court of competent jurisdiction or other governmental entity to be invalid, void or unenforceable, the remainder of the terms or provisions of this Assignment shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

8. **No Modifications Except in Writing.** This Assignment constitutes the entire agreement between the parties hereto and may not be changed, modified, discharged or terminated orally or in any other manner than by agreement in writing signed by the parties hereto or their respective successors and assigns.

9. **Counterparts.** This Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall be considered one and the same Assignment. A portable document format (PDF) or facsimile copy of an executed original of this Assignment shall have the same force and effect as an executed original.

10. **Descriptive Headings.** The headings used in this Assignment are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Assignment.

[Signature pages follow.]

LIMITED POWER OF ATTORNEY
Known All Men By These Presents:

That **Sunil D. Dharod**, President of **LOGANS ROADHOUSE ENTERPRISES LLC** (the "Company") has made constituted and appointed, and by these presents does make, constitute and appoint for the limited purposes stated herein **ASHLEY KIRSCHENMAN BROOKS AND/OR NELDA HERNANDEZ** (the "Representatives") true and lawful attorneys authorized to represent the Company-owned store located at 3250 Airport Road, Mobile AL 36606 (the "Mobile Store") and authorizes such representatives to represent himself and the Mobile Store in his name, place, and stead.

This instrument authorizes the Representatives to: Receive or obtain any and all confidential information, submit any changes to any part of any application and to substitute for the presence of said taxpayer, applicant, permit holder, or licensee for any necessary meetings or hearings, solely, specifically, and exclusively in conjunction with any Alabama-specific: zoning application, health application, food service application, sanitation application, business or operating application, and/or any alcoholic beverage license application, before the **State of Alabama** Department of Revenue; Department of Public Health; State of Alabama Alcoholic Beverage Control Board and all municipal and county Building, Planning and Zoning Departments. The Representatives are hereby specifically authorized to represent and speak on behalf of the Mobile Store at any interview required to obtain a liquor license from the Alabama ABC Board.

Giving and granting unto the Representatives full power and authority to do and perform any and every act and thing whatsoever requisite and necessary to be done on behalf of the Mobile Store as fully, to all intents and purposes, as he might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that the Representatives shall lawfully do or cause to be done on behalf of the Mobile Store within the limited power of this instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the 5th day of January, 2026.

Sealed and delivered in the presence of:

LOGANS ROADHOUSE ENTERPRISES LLC

By: _____

Name: **Sunil D. Dharod**
President

STATE OF TEXAS

COUNTY OF DALLAS

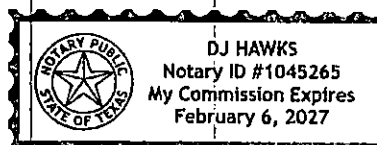
The foregoing instrument was acknowledged before me this 5th day of January, 2026, by **Sunil D. Dharod**, who personally appeared before me at the time of notarization, and who is personally known to me or who has produced sufficient identification.

DJ Hawks

NOTARY PUBLIC, State of Texas

My Commission Expires:

2-6-27





CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

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

LEGAL DESCRIPTION OF PROPERTY

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

See attached

Ownership Type

Company Name

The above described property is ☐ Owned ☒ Leased to/by **Logans Roadhouse Enterprises LLC**

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

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

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

Sworn to and subscribed before me this 7th day of January 2026

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Lynn Geppi	Lynn Geppi	February 28, 2028

Notary Stamp

Owner of Property (Print Name)

Applicant Name (Print Name)

AR Springdale Mall LLC

Logans Roadhouse Enterprises, LLC

Owner of Property (Signature)

Applicant Name (Signature)

Street Address

Street Address

11155 Red Run Blvd. Ste 320

3250 Airport Blvd.

City, State, Zip

City, State, Zip

Owings Mills MD 21117

Mobile AL 36606

Date Agreement Signed

Date Agreement Signed

1/6/2026

24th Jan 2026





CITY of MOBILE ALCOHOLIC BEVERAGE
LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

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

Business Structure ☐ Sole Proprietorship ☒ Limited Liability Company (LLC) ☐ Corporation		Application Type ☐ New Business ☒ New Owner ☐ Location Change		Transfer License ☐ No ☒ Yes Relocation Date		Description/Type ☐ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☒ Restaurant ☐ Other	
License Type Applied for with ABC Board (MUST mark with ABC Board - check ALL that apply) ☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) ☐ Package Store ☒ 020 - Restaurant Retail Liquor ☐ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises) ☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine ☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub							
Legal Business Name Logans Roadhouse Enterprises LLC				Trade Name (DBA) Logan Roadhouse 405			
Common Physical Address (Street Address Suite #) 3250 Airport Blvd mobile				City mobile	State AL	Zip Code 36686	
Business Contact Person Information Name: Nelda Hernandez Title: Sr Licensing Manager Phone: Email:							
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
Building Sq. Footage 8060	Parking Provided 135	Parking Required 27	Compliance yes	Zoning B3	Approved yes ✓		
Comments							
Print Name Samara Walley		Signature Samara Walley			Date 2/5/2026		

Revision Date 10.23.2023

| Planning and Zoning



Planning & Zoning Department

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

PERMIT NUMBER

ZC-165220-2025

Issue Date: 12/16/2025

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022908193003081.	3250 Airport Blvd	

Business Name	Issued To	Zoning Districts
LOGAN'S ROADHOUSE #405	Name: SUNIL DHAROD Company: Address: 3250 Airport Blvd MOBILE, AL 36606 Phone: _____ Name: SUNIL DHAROD Company: Address: 3250 Airport Blvd MOBILE, AL 36606 Phone: _____	B-3

This Zoning Classification Allows the property to be used for:

FULL SERVICE RESTAURANT

Conditions of Use

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

Issued By: Samara Walley

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

Telephone: 251.208.5895

Fax: 251.208.5896

GRAPHIC SCALE



APPROVED
 [Signature]
 Director of Construction

INTERSTATE 65 SERVICE ROAD



A PRELIMINARY SITE PLAN FOR:

Springdale Mall / I-65
 Mobile, Alabama

APPROVED BY: _____ DATE: _____
 REAL ESTATE DM: _____
 DIR. OF CONSTRUCTION: _____

VERSION: **B**
 SITE AREA: N/A
 Scale: 1" = 50'
 DATE: 11/28/03

MORRISON'S
 11,700 SF

130 PARKING SPACES FOR CARS
 05 HANDICAP PARKING SPACES
 135 TOTAL PARKING SPACES

DESIGN and
 ENGINEERING, P.C.
 [Signature]
 [Title]

CITY OF MOBILE
REVENUE DEPARTMENT

February 5, 2026



LOGANS ROADHOUSE #405

3250 AIRPORT BOULEVARD

MOBILE, AL 36606 USA

ACCOUNT NUMBER: 133176 TERRITORY 1

INVOICE

<u>BILL #</u>	<u>MTH/YR</u>	<u>DESCRIPTION</u>	<u>AMOUNT BILLED</u>	<u>PENALTY DUE</u>	<u>INTEREST DUE</u>	<u>AMOUNT PAID</u>
2246303	12/2026	ALCOHOL APPLICATION FEE APPLICATION FEE	\$50.00	\$0.0	\$0.00	\$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

\$50.00*

*Additional penalties may apply when payment is rendered

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

<http://mobileselfservice.tylertech.com>

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 10, 2026

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Jackson Taylor's Letter
2. EOTM Taylor

REVIEWERS:

Brittany Johnson
Lana Pafenbach

February 10th, 2026



Mr. Jackson Taylor:

Congratulations. You have been selected as the Public Works/Build Mobile Employee of the Month. You were selected by your leadership and peers for your dedication to serving the public as well as your colleagues. You have demonstrated your leadership by consistently going the extra mile to ensure your tasks are completed with excellence, always lending a helping hand, and taking on all tasks with a positive attitude.

As part of your recognition, you will receive the following:

- An invitation to be honored by the City Council and the Administration at the City Council meeting on February 10th, 2026, at 10:30 a.m., Government Plaza Auditorium
- A \$500 stipend
- An Employee of the Month plaque
- 5 EDP points

Thank you for your service and your outstanding representation of Public Works.

Sincerely,

Marion McElroy
Executive Director
Build Mobile

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:

- **February 2026 – Jackson Taylor (Employee # 20410) Build Mobile: Planning & Zoning**

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

RESOLUTION

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:

January 2026: Officer Paul Callegari

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, November 18, 2025
Date

Item No. _____

Submitted by: Mobile Police Department
Department

William Jackson
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
Mayor's Office Date

A brief synopsis and explanation of the following:

PROJECT NAME: Officer of the Month

PURPOSE & SCOPE OF PROJECT:

To recognize those employees as a part of the Mayor's incentive program who have gone above and beyond their duties with the City of Mobile. Each honoree qualifies for a \$500 award.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$500.00

FUNDING SOURCE:

Budget Item: _____

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: NA

Renewal date of contract (if applicable): NA

If not bid, state reason: NA

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

How many bidders submitted bids (if applicable): NA

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

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

Sponsored by: Councilmember Cory Penn

WHEREAS, *Councilmember Penn wishes to appropriate \$1,000.00 to Toulminville Rattlers, from the District 1 Discretionary Fund (10041020 42080); and*

WHEREAS, *to Toulminville Rattlers*, 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 *Toulminville Rattlers*, will be used to *assist with youth football team awards banquet at TopGolf*.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of *\$1,000.00 to Toulminville Rattlers*, 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 Cory Penn

WHEREAS, *Councilmember Penn wishes to appropriate **\$500.00** to **NSPIREU**, from the District 1 Discretionary Fund (10041020 42080); and*

WHEREAS, *to **NSPIREU**, 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 **NSPIREU**, will be used *to assist with the 4th Annual Sisters for Life Health & Wellness Expo on August 22, 2206.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **\$500.00** to **NSPIREU**, 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 C. J. Small

WHEREAS, *Councilmember Small wishes to appropriate \$2,500.00 to **NSPIREU**, from the District 3 Discretionary Fund (10041020 42080); and*

WHEREAS, *to **NSPIREU**, 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 **NSPIREU**, will be used *to assist with the 4th Annual Sisters for Life Health & Wellness Expo on August 22, 2206.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **\$2,500.00 to NSPIREU**, 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: Mayor Spiro N. Cheriogotis

WHEREAS, *Mayor Cheriogotis wishes to appropriate **\$2000.00** to Africatown Community Development Center (ACDC), from District 8 Discretionary Fund (10041020 42080); and*

WHEREAS, *Africatown Community Development Center*, 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 *Africatown Community Development Center*, *will be used to assist underserved families during the Christmas holidays within the Africatown and Camp Ground communities.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **\$2000.00** to Africatown Community Development Center, 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: Mayor Spiro N. Cheriogotis

WHEREAS, *Mayor Cheriogotis wishes to appropriate **\$5000.00** to People United to Advance the Dream, from District 8 Discretionary Fund (10041020 42080); and*

WHEREAS, *People United to Advance the Dream*, 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 People United to Advance the Dream, *will be used to support the 36th Annual MLK Jr. Celebration aimed toward educating youth.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **\$5000.00** to People United to Advance the Dream, 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

NA



AGENDA ITEM SUMMARY SHEET

Agenda of: February 10, 2026

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt
Joseph Snowden

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Approve the Parking Management Agreement with OVG Parking, LLC to operate and manage the Claiborne Street Garage for a base management fee and incentive management fee.

Amount of Contract:

NA

Funding Source

NA

ATTACHMENTS:

1. Resolution OVG Parking
2. PARKING MANAGEMENT AGREEMENT 01 30 26 v2

REVIEWERS:

Stacey Howard
Carleen Stout
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, the Parking Management Agreement, with OVG Parking, LLC, to operate and manage the Claiborne Street Garage, for a base management fee and incentive management fee, attached hereto or one with wording substantially similar, and made a part hereof.

Said document is by reference made a part of this necessary to effectuate the Agreement. A copy of said Agreement is on file in the office of the City Clerk and in the Office of the Real Estate Asset Management Department of the City of Mobile.

ADOPTED:

City Clerk

PARKING MANAGEMENT AGREEMENT

This PARKING MANAGEMENT AGREEMENT (“**Agreement**”) is made and entered into as of the ____ day of _____, 202__, by and between the City of Mobile, Alabama, a municipal corporation (“**City**”), and OVG Parking, LLC, a Delaware limited liability company (“**Operator**”). City and Operator are sometimes referred to herein as the “**Parties**.”

RECITALS

WHEREAS, City owns or controls a parking facility with approximately 1,000 parking spaces located at 200 South Claiborne Street, Mobile AL 36602 and commonly referred to as Claiborne Street Garage (“**Parking Facility**”) and has the authority to contract with a third party for the management and operation of such Parking Facility.

WHEREAS, Operator is an experienced operator and manager of parking facilities.

WHEREAS, City desires to engage Operator to manage and operate all parking of motor vehicles at the Parking Facility, and Operator desires to accept such engagement, upon the terms, covenants and conditions herein set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **Engagement.** City hereby grants to Operator, and Operator hereby accepts, the exclusive right and obligation of administering, managing and operating the parking operations at the Parking Facility.

2. **Term; Termination.**

(a) The initial term of this Agreement shall commence on April 15, 2025 (the “**Commencement Date**”) and shall end on April 14, 2028 (the “**Initial Term**”), with two (2) one-year options at the sole discretion of City, to be exercised one option at a time unless terminated earlier as provided in this Agreement. The Initial Term plus any such renewal period is referred to herein as the “**Term**.” This Agreement may be extended by the mutual written agreement of the parties.

(b) This Agreement may be terminated (a) by either party upon thirty (30) days written notice, if the other party fails to perform or comply with any of the material terms, covenants, agreements or conditions hereof, and such failure is not cured during such thirty (30) day notification period, provided, however, if such failure cannot reasonably be cured within such thirty (30) day period, then a longer period of time shall be afforded to cure such breach, up to a total of ninety (90) days, provided that the party in default is diligently seeking a cure and the non-defaulting party is not irreparably harmed by the extension of the cure period, and (b) by either party immediately by written notice upon the other party being judged bankrupt or insolvent, or if any receiver or trustee of all or any part of the business property of the other party shall be appointed and shall not be discharged within one hundred twenty (120) days after appointment, or if either party shall make an assignment of its property for the benefit of creditors or shall file a voluntary petition in bankruptcy or insolvency, or shall apply for bankruptcy under the bankruptcy or insolvency laws now in force or hereinafter

enacted, Federal, State or otherwise, or if such petition shall be filed against either party and shall not be dismissed within one hundred twenty (120) days after such filing.

3. Operator's Obligations. During the Term, Operator will perform the services and duties described on Exhibit A hereto.

4. Operating Expenses.

(a) City shall be responsible for all expenses incurred by Operator in the performance of its duties, obligations and services pursuant to this Agreement (collectively, "**Operating Expenses**"). Operating Expenses shall include, without limitation, all costs, charges and administrative expenses for: salaries, wages, payroll taxes, benefits and other employee or staffing-related costs; licenses and permits; compliance with governmental laws, regulations and payment card industry standards; uniforms, supplies (including parking passes), tools and cleaning; maintenance and repair performed by Operator; any applicable sales, parking, use, excise, gross receipts or other tax or charge due the taxing authorities (collectively, "**Sales Tax**"); telephone; utilities (except to the extent paid directly by City); bookkeeping and administrative services; automobile allowances; employee recruitment, training and ongoing employee relations; computerized accounts receivable service; banking and credit card system services; postage and freight; tickets, paper and reporting forms; accounts payable and insurance claims processing; the insurance required to be maintained by Operator hereunder (including without limitation workers' compensation insurance, automobile insurance (if applicable), garage keeper's legal liability insurance (if applicable), general liability insurance and comprehensive crime insurance coverage), at rates established by Operator (but in no event to exceed the rates contained in the approved Budget); and deductibles or self-insured retentions for insured losses attributable to the Parking Facility. Operating Expenses shall also include any expenses not listed above that are approved by City prior to expenditure. Operating Expenses shall be paid from Gross Receipts or shall otherwise be funded by City.

(b) Operating Expenses shall not include (i) the costs of maintenance and repair required of City hereunder, (ii) the cost of equipment and improvements as described in Section 10 below, or (iii) City's various costs associated with its ownership and/or occupancy of the Parking Facility, including without limitation depreciation, building insurance, real estate taxes and assessments, taxes on City's personal property, debt retirement (including without limitation mortgage interest), rent and such costs and expenses as may be necessitated to comply with the Americans With Disabilities Act of 1990. Payment of the expenses and costs described in this paragraph are the sole obligation of City and, if incurred by Operator, shall promptly be reimbursed to Operator by City.

(c) If City disputes any Operating Expense, City shall give Operator written notice specifying the item disputed and the reason therefor. Payment for any Operating Expense which is not disputed shall not be withheld. The parties shall, in good faith, diligently pursue resolution of any disputed item within thirty (30) days of said notice.

5. Gross Receipts; Taxes; Net Profit.

(a) All Gross Receipts (defined below) shall be deposited in a federally insured bank account maintained by Operator. "**Gross Receipts**" shall mean all cash earned and collected by Operator for the parking and storage of motor vehicles at the Parking Facility, whether on an hourly,

daily, weekly, or monthly basis, less all refunds, discounts and allowances made by Operator to its customers. All discounts and allowances (but not refunds) made by Operator to its customers require pre-approval by the City.

(b) Operator shall be responsible for payment directly to the tax collector of any Sales Tax based on Gross Receipts collected by Operator. City shall be responsible for payment directly to the tax collector of the Sales Tax on any cash collected by City or its agents. In addition, each party hereto agrees to reimburse the other party hereto, with respect to any and all loss, costs, penalties, and all other liability whatsoever arising out of any breach of the respective Sales Tax payment obligations set forth herein.

(c) **“Net Profit”** is the balance remaining after deducting all Operating Expenses from Gross Receipts. All Net Profit (less deductions for Operator's Base Management Fee or for other amounts permitted herein to be deducted) shall be paid to City concurrently with the delivery of the monthly statement required in Section 9 below.

6. Fees Paid to Operator.

(a) As compensation for Operator's services hereunder, City shall pay Operator a management fee of \$1,750.00 per month (**“Base Management Fee”**) increased annually by CPI.

(b) In addition, Operator shall be paid an incentive fee (**“Incentive Management Fee”**) of two percent (2%) of Parking Facility Net Profit, paid on a monthly basis.

(c) Operator may deduct the Base Management Fee and Incentive Management Fee from Net Profit on a monthly basis to the extent of sufficient Net Profits. To the extent Net Profits are not sufficient to pay such Base Management Fee, then any additional amounts shall be paid by City to Manager within thirty (30) days of invoice by Operator.

(d) If there are net losses from the operation of the Parking Facility (i.e., a negative Parking Facility Net Profit), then those losses shall be funded by the City; Operator shall not have any responsibility for such losses.

(e) The Operator shall ensure that the Parking Facility shall be made available for parking for Events at the arena, as well as daily, weekly, and monthly regular parking, subject to the rights of the U.S. Army Corps of Engineers to utilize parking spaces in the Parking Facility as described in the Ground Lease and Project Agreement between FDS Mobile AL, LLC and the City.

(f) Reference is hereby made to the Management Agreement-New Arena dated February 4, 2025 between the City and Global Spectrum, L.P., d/b/a OVG360, an affiliate of Operator (the “Management Agreement”). As provided in the Management Agreement, the fees earned by Operator from its management of the Parking Facility are solely for Operator’s account and shall not constitute part of Revenue or Event Revenue (as such terms are defined in the Management Agreement). However, pursuant to the Management Agreement, the net parking profits from the Parking Facility related to events at the arena shall be part of Revenue and Event Revenue under the Management Agreement, and the net

parking profits or losses from the Parking Facility not related to events at the arena (i.e., related to non-event daily, weekly, or monthly regular parking) shall belong solely to the City and shall not be part of Revenue or Event Revenues under the Management Agreement. For the sake of clarity, nothing in this paragraph (f) or elsewhere in this Agreement is intended to, or shall, amend the Management Agreement.

(g) All costs outside of this Agreement related to the City's operation, management, maintenance and security of the Parking Facility shall be incurred by the City (i.e., such costs shall not be deemed to be Operating Expenses).

7. **Reimbursement of Deficit.** In the event Operating Expenses plus the Base Management Fee for any month exceed Gross Receipts for such month, resulting in a deficit ("Monthly Deficit"), City shall pay Operator the Monthly Deficit within thirty (30) days after receipt of Operator's monthly statement required in Section 8 below. If payment is not made by City to Operator within said thirty (30)-day period, Operator shall have the right to: (i) charge interest at the highest legal rate permitted by law on the unpaid balance from the date such payment became due and payable; (ii) offset the amount of the Monthly Deficit (plus accrued interest) by deduction thereof from any Net Profit due or to become due to City; and (iii) at its option, terminate this Agreement pursuant to Section 2(b) and upon written notice, without waiving or limiting any of its legal remedies which Operator may pursue to collect the amount owed.

8. **Monthly Reporting.**

(a) Within twenty (20) days after the end of each month, Operator shall provide to City a statement showing all Gross Receipts, Operating Expenses, the Management Fee and Net Profit for the preceding month. Within ninety (90) days following the last month of the term of this Agreement, Operator shall prepare and deliver to City a final statement.

(b) Operator shall keep complete and accurate reports and records (collectively, the "Records") of Gross Receipts, Operating Expenses and Net Profit relating to the Parking Facility. Such Records, receipts, and reports shall categorize totals for Event parking and regular daily, weekly, or monthly parking. Such Records shall be kept in accordance with good accounting practices. Operator shall permit City to inspect Operator's Records at Operator's offices during reasonable business hours and at City's expense. Expressly excluded from the Records available for inspection are any Records or portion thereof containing sensitive credit card data, employee information or proprietary or confidential information.

9. **Condition and Use of the Parking Facility and Equipment.**

(a) City warrants and represents that, as of the Commencement Date and throughout the term hereof, the Parking Facility (including but not limited to equipment located therein and the roof, structural portions, and interior and exterior of any building which is part of the Parking Facility) are and shall, at City's expense and responsibility, and subject to approved funding, be kept in good condition and repair for use as a parking facility and be constructed and fixtured to comply with all laws, regulations, ordinances, codes and industry standards now in effect or which

become effective during the term hereof including, without limitation, the Americans With Disabilities Act of 1990 and similar laws.

(b) Subject to Section 15, City warrants and covenants that it has obtained or will obtain all licenses and permits which are required by applicable law, rule or regulation with respect to the Parking Facility, including any such licenses or permits required as a prerequisite to Operator's performance of its duties hereunder. As set forth in Section 15, Operator shall obtain all licenses and permits required by applicable law, rule or regulation to provide its operational services as described hereunder at the Parking Facility.

(c) Operator represents and warrants that all revenue control equipment and systems provided by Operator that store, process or transmit credit card data, whether in place as of the Commencement Date hereof or subsequently installed on the Parking Facility during the term, are and shall be compliant with (i) the Payment Card Industry's Data Security Standard, as currently in effect and as may be amended from time to time ("PCI DSS") and (ii) the Fair and Accurate Credit Transaction Act of 2003, as may be amended from time to time ("FACTA"). Any equipment upgrades or replacements undertaken by Operator or its contractors must be compliant with PCI DSS and FACTA.

10. Equipment and Improvements. Operator may, with City's written approval, purchase and install equipment or improvements which the parties agree should be installed as part of the Parking Facility's signage, revenue control, traffic control and/or operational systems. Without limiting the foregoing, Operator may purchase scanning devices and point of sale devices. Title to equipment and improvements so purchased and installed by Operator shall vest in City upon installation, subject to reimbursement to Operator. The total cost thereof (including delivery and installation costs and taxes) shall be reimbursed to Operator by City within thirty (30) days after receipt of Operator's statement or invoice showing the description and cost of each item, or, at the option of Operator, may be deducted by Operator from the Net Profit otherwise due and payable to City (although the cost of such items shall not be considered an Operating Expense for the purpose of computing Net Profits). Operator agrees that it will not make or construct any improvements, additions or alterations to the Parking Facility without the prior written consent of City.

11. City's Obligations. City shall, at its expense, be responsible for performance of the following:

(a) Except for custodial duties expressly delegated to Operator pursuant to Exhibit A hereto (if any), and subject to approved funding, all repair and maintenance of the Parking Facility, systems and improvements to maintain them in good condition and repair, including (as applicable): heating, air conditioning, ventilating, exhaust, fire protection, alarm, utility, plumbing (including lavatory facility), sewage, drainage, security and lighting systems; paving; painting; striping; directional signs, fencing; parking booths; landscaping; windows and doors; plate glass; driveways, sidewalks and curbs (including curb cuts); elevators, manlifts and escalators; sealing and waterproofing; electrical or mechanical equipment, including traffic control devices used at or in the Parking Facility; and all structural repairs. Without limiting the foregoing, City shall promptly make or provide for all repairs to the Parking Facility reasonably necessary to the proper, lawful and safe

operation of said Parking Facility except as specifically assumed by Operator under this Agreement.

(b) Alterations, improvements and additions that City deems necessary and/or as may be required to comply with any law or governmental regulation or requirement, including requirements under the Americans With Disabilities Act of 1990, and payment of architectural, engineering or consulting fees with respect thereto.

(c) All installation, removal, replacement or modification of signage at the Parking Facility as may be required by law or desired by City in order to adhere to the Manual on Uniform Traffic Control Devices (the “MUTCD”) or similar standards.

(d) Safety and/or security personnel and equipment. City expressly acknowledges that Operator does not have knowledge or expertise as a guard or security service, and does not employ personnel for that purpose, nor do Operator’s employees undertake the obligation to guard or protect customers against the intentional acts of third parties. City shall determine, at City’s discretion, whether and to what extent any precautionary warnings, security devices, or security services may be required to protect patrons in and about the Parking Facility.

(e) City agrees that any contract between City and a third party contractor for work on behalf of City at the Parking Facility shall require (i) the third party contractor to indemnify, save and hold City and Operator harmless from and against and free and clear of all claims, suits, actions, and damages which may arise, occur or result from work performed by said third party contractor, and (ii) require the third party contractor to maintain liability insurance customary for the type of work being performed, and name City and Operator as additional insureds on the third party contractor’s policy of insurance and furnish City and Operator with a certificate of insurance evidencing such coverages.

12. Insurance Coverages.

- (a) Operator shall carry and maintain, as an Operating Expense, the following insurance coverages:
 - (i) Worker’s Compensation insurance in compliance with the Worker’s Compensation Act of the state in which the premises is located.
 - (ii) Employer’s liability insurance on all employees for the Parking Facility not covered by the Worker’s Compensation Act, for occupational accidents or disease, for limits of not less than \$1,000,000 for any one occurrence.
 - (iii) Commercial general liability insurance on an occurrence form basis with limits of not less than \$1,000,000 per occurrence with an annual aggregate limit of \$2,000,000 per location.

- (iv) Garage keeper's legal liability insurance insuring any and all automobiles that are parked at the Parking Facility by Operator's attendants or for which a bailment otherwise is created, with limits of liability not less than \$1,000,000 per occurrence.
- (v) Automobile liability insurance covering losses for non-owned or hired vehicles with a limit of not less than \$1,000,000 per occurrence.
- (vi) Comprehensive crime insurance including employee theft, premise, transit and depositor's forgery coverage with limits as to any given occurrence of not less than \$1,000,000.
- (vii) Umbrella liability insurance with an annual aggregate limit of not less than \$5,000,000.

(b) The liability policies affording the coverages described in Subsections (a)(iii), (a)(iv) and (a)(v) above shall be endorsed to cover City and its employees, agents, directors and officers as additional insureds, and endorsed that such insurance shall apply on a primary and non-contributory basis and waive the right of subrogation against and in favor of the City as an additional insured.

(c) Operator shall deliver certificates of insurance, and endorsements, to City and renewal policies shall be obtained, and certificates delivered to City prior to expiration. The insurer and/or Operator shall mail thirty (30) days' prior written notice to certificate holder should any of the policies be cancelled prior to the expiration date, and ten (10) day's prior written notice for non-payment. Notwithstanding anything to the contrary in this Agreement, Operator's right to collect its insurance charges for any given period is subject only to verification that the required insurance coverage was in effect for that period as evidenced by a duly issued certificate of insurance.

13. Indemnification. Operator shall defend, indemnify and hold harmless City from and against any and all costs, expenses, losses, liability, claims, judgments and demands (collectively, "**Losses**") caused by the Operator's material breach of this Agreement or directly caused by the negligence of Operator, but Operator shall not be liable for any such Losses occasioned by failure of City to comply with its obligations hereunder or by reason of the negligence of City, its agents, employees or third parties.

14. Intellectual Property. Each of the Parties hereby grants to the other, during the term of this Agreement only, a non-assignable, non-exclusive right and license to use the other's intellectual property, including but not limited to its trade names, trademarks, logo, or seal and any and all on-site parking amenities programs (the "**Intellectual Property**"), to the extent related to Operator's administration, management and operation (including its promotion of parking services at) the Parking Facility, and subject to the prior written approval of Operator and City. Upon termination of this Agreement for any reason, each party shall refrain from all further use of the other's Intellectual Property. Notwithstanding the foregoing, Operator may, after termination or

expiration of this Agreement, identify the city by name only, as a former client solely for factual, non-promotional purposes in Operator's sales or business development materials, provided that such use does not imply endorsement by the City and is subject to City's prior written approval.

15. Licenses and Permits. Operator shall obtain and maintain all licenses and permits required by an operator of parking facility by any governmental body or agency having jurisdiction over Operator's operations at the Parking Facility and will abide by the terms of such licenses and permits. Any license or permit fees incurred by Operator shall be deemed an Operating Expense.

16. Supervisory Personnel; Prohibition on Hiring Supervisory Personnel.

(a) Operator shall identify and provide experienced and qualified supervisory personnel to supervise its operations. Consequently, City covenants and agrees that it shall not hire such supervisory personnel during the term of this Agreement and for a period of twelve (12) months after the date of termination of this Agreement, unless agreed in writing by the Parties

(b) Operator shall provide adequate numbers of staff for the management of the Parking Facility. All of Operator's staff shall be trained by Operator consistent with any applicable laws of the City or the State of Alabama. The City, at its discretion, shall have the right to require Operator to increase or decrease the number of its hourly staff at the Parking Facility.

(c) All Parking Facility staff and other personnel shall be engaged or hired by Operator, and shall be employees, agents or independent contractors of Operator, and not of City. Manager shall select, in its sole discretion but subject to the approved Operating Budget, the number, function, qualifications, and compensation, including salary and benefits, of its employees and shall control the terms and conditions of employment (including without limitation termination thereof) relating to such employees. Manager agrees to use reasonable and prudent judgment in the selection and supervision of such personnel.

17. Limitation on Damages. In no event shall either party be liable or responsible for any consequential, indirect, incidental, punitive, or special damages (including, without limitation, lost profits) whether based upon breach of contract or warranty, negligence, strict tort liability or otherwise, and each party's liability for damages or losses hereunder shall be strictly limited to direct damages that are actually incurred by the other party, provided that the foregoing shall not limit or restrict any claim by Operator for the Management Fee described herein, the parties expressly agree that, upon a breach or default hereunder by City, any claim by the Operator for the remaining management fees through the expiration date of this Agreement shall be deemed to be a claim for direct damages.

18. Representations and Warranties. Each of City and Operator hereby represent and warrant that (a) it has the full legal right, power and authority to enter into this Agreement and to grant the rights and perform the obligations of such party, and that no other third party consent or approval is required to grant such rights or perform such obligations hereunder, and (b) this Agreement has been duly executed and delivered by such party and constitutes a valid and binding obligation of such party, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles. The individual signing this Agreement on behalf of City hereby represents that he or she has been empowered with full authority to act on behalf of City

in connection with this Agreement, and that execution of this Agreement has been duly authorized by City. If this Agreement is signed by an agent of City, then the individual signing below on behalf of City's agent hereby represents that he or she has been empowered with full authority to act on behalf of said agent in connection with this Agreement, and that execution of this Agreement has been duly authorized by said agent and by City. The individual signing this Agreement on behalf of Operator hereby represents that he or she has been empowered with full authority to act on behalf of Operator in connection with this Agreement, and that execution of this Agreement has been duly authorized by Operator.

19. Right of First Refusal. So long as Operator is not in default of this Agreement, Operator shall have the right of first refusal to meet any bona fide offer by a third party to operate the Parking Facility as a pay public parking facility after the term hereof which is received by City during the Initial Term or any extension term of this Agreement provided the City desires for Operator to continue to manage the Parking Facility, and provided such offer was acceptable to City. Provided City desires for Operator to continue to manage the Parking Facility, City, upon its receipt of any such offer and before accepting and executing an acceptance thereof and/or an agreement incorporating the terms thereof with the offeror, shall provide Operator with a true and complete copy thereof. Upon receipt of such copy from City, Operator shall have fifteen (15) days to notify City in writing that Operator is willing to meet said offer. If City does not receive such notice within such fifteen-day period, City shall be free to proceed to accept such offer and enter into an agreement incorporating the terms of such offer, provided City notifies Operator, in writing, as to the effective date of such new agreement, which effective date shall not be any earlier than the expiration date of this Agreement. If Operator is willing to meet said offer, City will contract with Operator on such terms.

20. Assignment and Sale of the Parking Facility. Operator shall not assign or transfer this Agreement or its right, title or interest herein without the prior written consent of City, which consent shall not be unreasonably withheld, provided that Operator may assign this Agreement (a) to an affiliate or related party of Operator, (b) in connection with a sale or all of substantially all of the business or assets of Operator, or (c) to a financial institution as security for any present or future loans to Operator or any affiliate or related party thereof. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assignees of City and Operator.

21. Miscellaneous.

(a) Each party shall comply with all applicable laws relating to their performance with respect to the Parking Facility. Without limiting the foregoing, Operator shall not use all or any part of the Parking Facility for any use or purpose which is forbidden by or in violation of any law of the United States or any applicable Alabama state law or City of Mobile municipal code or ordinance.

(b) The relationship created by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be deemed or construed as creating any partnership, joint venture, employment relationship, agency or other relationship between the parties or to make either party liable for the debts or obligations of the other party.

(c) Neither party shall be in violation of this Agreement for failure to perform any of its obligations (except to pay any monies due hereunder) by reason of strikes, boycotts, labor disputes,

embargoes, shortages of materials, acts of God, epidemics or pandemics, acts of the public enemy, acts of public authority, weather conditions, riots, rebellion, accidents, sabotage or any other circumstances outside the reasonable control of the party claiming the force majeure.

(d) The Parties agree that the jurisdiction and laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the circuit court of Mobile County, Alabama.

(e) No waiver of default by either party of any term, covenant or condition hereof to be performed or observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of the same or any other term, covenant or condition hereof.

(f) If any provision hereof is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision hereof, provided such invalidity does not materially prejudice either party in its rights and obligations contained in the valid provisions of this Agreement.

(g) Any notice or communication required to be given to or served upon either party hereto shall be given or served by personal service or by express delivery or by mailing the same, postage prepaid, by United States registered or certified mail, return receipt requested, to the following addresses:

To City:	City of Mobile Attn: Carleen Stout-Clark Title: Director, Real Estate Asset Management P.O. Box 1827 Mobile, AL 36633-1827
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To Operator:	OVG Parking, LLC 5050 South Syracuse St. Suite 800 Denver, CO 80237 Attn: SVP, Parking
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with copy to:	OVG360 5050 South Syracuse St. Suite 800 Denver, CO 80237 Attn: OVG360 Legal Department
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Either party may designate a substitute address at any time hereafter by written notice thereof to the other party.

(h) This Agreement, together with all exhibits hereto, constitutes the entire agreement between the parties, and supersedes all representations, statements or prior agreements and understandings both written and oral with respect to the matters contained in this Agreement and

exhibits hereto. No person has been authorized to give any information or make any representation not contained in this Agreement. This Agreement may be amended only by written agreement of the parties.

(i) In the event that either party hereto should (i) retain legal counsel and/or institute any suit against the other for violation of this Agreement or to enforce any of the covenants or conditions herein, or (ii) intervene in any suit in which the other is a party to enforce or protect its interest or rights hereunder, the prevailing party in any such suit shall be entitled to all of its costs, expenses and reasonable fees of its attorney(s) in connection therewith. The rights and obligations of this Section shall survive the termination or expiration of this Agreement.

(j) Immigration Law. By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Ala. Code § 31-13-9, if Operator employs one or more employees within the State of Alabama, Operator shall provide documentation establishing that Operator 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.

(k) Anti-boycott. Operator 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.

(l) Nondiscrimination. During the performance of this contract the Operator agrees as follows:

- (i) The Operator will not discriminate against any employee or applicant for employment because of race, creed, color, national origin or disability. The Operator will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin or disability. Such action shall include but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Operator agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.
- (ii) The Operator will, in all solicitations or advertisements for employees placed by or on behalf of the Operator, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, national origin or disability.
- (iii) The Operator will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or worker's representative of the Operator's

commitments under this section, and shall post copies of such notice in conspicuous places available to employees and applicants for employment.

- (iv) In the event of the Operator's noncompliance with the nondiscrimination clauses of this contract, this contract may be canceled, terminated or suspended in whole or in part and the Operator may be declared ineligible for further municipal contracts.
- (v) Operator agrees and commits to follow the Americans with Disabilities Act of 1990.

(m) Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties.

(n) 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.

(o) This Agreement may be executed in any number of separate counterparts, each of which shall together be deemed an original, but the several counterparts shall together constitute but one and the same Agreement. A portable document format (PDF) file or other reproduction of this Agreement (or the signature page of this Agreement) may be executed by one or more parties hereto, and an executed copy of this Agreement (or the signature page of this Agreement) may be delivered by one or both parties by electronic mail in a PDF file or by similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

OPERATOR:

O'VG PARKING, LLC

By: 

Name: Brian Rothenberg

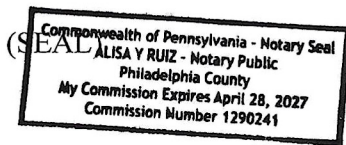
Title: President

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said City in said State, hereby certify that Brian Rothenberg, whose name as Operator of OVG PARKING, LLC has signed 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 limited liability company on the day the same bears date.

Given under my hand this the 30th day of January, 2026.



Alisa Y. Ruiz
Notary Public
My Commission Expires: April 28, 2027

CITY:

CITY OF MOBILE, a municipal corporation

By: _____
Spiro N. Cheriogotis
Its: Mayor

ATTEST:

Lisa Lambert, City Clerk

EXHIBIT A

- (a) Supervise and direct the operation of the Parking Facility as a parking facility.
- (b) Routinely maintain the parking equipment provided by Operator (if any) in good operating condition and repair (subject to City's obligations in the Agreement) and keep the Parking Facility in a neat and orderly condition.
- (c) Staff the Parking Facility to perform Operator's duties hereunder with experienced and qualified personnel who will be trained to be courteous to the public and render the services required by this Agreement.
- (d) Promote, advertise and endeavor to increase the volume, efficiency and quality of Operator's services rendered hereunder.
- (e) Annually during the term, prepare and deliver to City a budget, for City's approval, reflecting the Gross Receipts and Operating Expenses which Operator expects to receive and incur, respectively, during the forthcoming calendar year (the "**Budget**"). If at any time during the period covered by an approved Budget it appears to Operator that the actual total of all Operating Expenses likely to be incurred during said period will exceed the Budget's projected total by more than ten percent (10%), Operator shall so advise City, and City and Operator shall jointly discuss what actions, if any, could be taken to minimize the Operating Expenses without substantially impairing the operation of the Parking Facility.



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 10, 2026

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Authorize Funding and Participation Agreement for Access Road Construction at Mobile Airport Authority North Campus

Amount of Contract:

\$3,631,500.00

Funding Source

Grant Funding - Alabama Industrial Access Road and Bridge Program / ALDOT Allocated Funds

ATTACHMENTS:

1. Resolution Funding Participation with MAA and Industrial Dev Board
2. Execution version - Tri-Party Agreement(202838765.2)

REVIEWERS:

Patricia Primm
Donna Bryars
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by: Mayor Spiro 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, the Funding and Participation Agreement for Access Road Construction Accessing Mobile Airport Authority North Campus between the City of Mobile, the Mobile Airport Authority, and The Industrial Development Board of the City of Mobile, attached hereto or one with wording substantially similar, and made apart hereof, as though set forth in full, and to take such further action necessary to effectuate the Agreement. A copy of said Agreement is on file in the office of the City Clerk.

ADOPTED: _____

City Clerk

**FUNDING AND PARTICIPATION AGREEMENT
REGARDING THE ACCESS ROAD CONSTRUCTION ACCESSING THE MOBILE
AIRPORT AUTHORITY NORTH CAMPUS**

THIS FUNDING AND PARTICIPATION AGREEMENT (the “**Agreement**”) is made and entered into as of the date fully executed by all parties below (the “**Effective Date**”), by and among the Mobile Airport Authority, a public corporation (“**MAA**”), The Industrial Development Board of the City of Mobile, Alabama (the “**IDB**”), and the City of Mobile, a municipal corporation (the “**City**”), individually referred to as a “**Party**” and collectively referred to as the “**Parties**.”

WITNESSETH:

* * * * *

WHEREAS, MAA has acquired property northwest of the Michigan Avenue exit off Interstate 10 for the purpose of expanding the Mobile Aeroplex at Brookley (the “**MAA Property**”); and

WHEREAS, in order to utilize and develop a portion of the MAA Property, MAA requires construction of a new primary access road to the MAA Property which includes a portion that is leased to Airbus Americas, Inc. (as more particularly described in this Agreement and depicted on *Exhibit A* attached hereto, the “**Project**”); and

WHEREAS, as depicted on *Exhibit A*, a portion of the Project is to be located in an existing right-of-way owned and maintained by the City (the “**Existing ROW Property**”) and a portion of the Project is to be located on a portion of the MAA Property described on *Exhibit B* attached hereto (the “**Acquisition Property**” and together with the Existing ROW Property, the “**Property**”); and

WHEREAS, MAA and the City entered into an Option Agreement for Purchase of Real Property effective July 22, 2025 (the “**Option Agreement**”) pursuant to which MAA granted the City an option to acquire the Acquisition Property; and

WHEREAS, MAA has secured \$2,500,000 in Growing Alabama grant funds (the “**MAA Grant Funds**”) to support the Project, and the City has secured Alabama Industrial Access Road and Bridge Program funding of \$3,631,500 (the “**ALDOT Allocated Funds**”) from the State of Alabama (the “**State**”) to support the Project (collectively, the “**State Grants**”); and

WHEREAS, MAA and the City have determined that the most efficient method of completing the Project in a timely manner is to contract with the IDB to manage the development and construction of the Project; and

WHEREAS, subject to the terms and conditions of this Agreement, the IDB is willing to manage the development and construction of the Project on behalf of MAA and the City; and

WHEREAS, MAA and the City have agreed to pay the costs of development and construction of the Project (the “**Project Costs**”), including reimbursing the IDB for certain predevelopment costs in accordance with and to the extent provided in Section 6 hereof; and

WHEREAS, the Parties are desirous of defining their respective rights, duties, and responsibilities to each other relating to the Project by entering into this Agreement.

NOW, THEREFORE, upon and in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Preambles and Conditions. The representations and recitations set forth in the foregoing paragraphs are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this paragraph. The Parties mutually agree that each is a separate and distinct entity and, unless expressly provided for herein, none of the Parties shall be considered to be the agent of the other, and the Parties shall not have any general authority to enter into any contract, assume or impose any obligation or make any warranties on behalf of the others. The Parties recognize time is of the essence and agree to use their best efforts to satisfy all of the contingencies and obligations under this Agreement. Notwithstanding anything herein to the contrary, the IDB shall not enter into any contract or agreement with respect to the Project without the prior written approval of the MAA and City as provided in Section 3.c.

2. Transfer of Acquisition Property. Within ten (10) days after the Effective Date, and subject to all conditions to closing set forth in the Option Agreement, the City shall exercise its option to acquire the Acquisition Property, MAA shall transfer the Acquisition Property to the City, and the City shall accept the Acquisition Property from MAA, all in accordance with the terms of the Option Agreement (the date on which the transfer occurs, the “**Property Closing Date**”).

3. Project Improvements.

a. The IDB shall cause the development and construction of the Project in accordance with the plans and specifications index described on *Exhibit C* attached hereto. The Parties acknowledge that certain predevelopment work, including Project engineering, has commenced. The IDB, in consultation with the City and MAA, and pursuant to and consistent with the terms stated herein, shall cause construction of the Project to commence upon the last to occur of: (i) the Property Closing Date; (ii) the date MAA has the right to begin expending the MAA Grant Funds; (iii) the date the City has received all necessary authorizations from the State of Alabama and has the right to begin expending the ALDOT Allocated Funds; (iv) the date all entitlements, permits, and approvals have been obtained for the Project; and (v) the date MAA and City have approved the execution and delivery by the IDB of the Construction Contract, as hereinafter defined (the “**Commencement Date**”). If the Commencement Date has not occurred by March 31, 2026, then either MAA or the City may terminate this Agreement by written notice to the other Parties, in which event the rights and obligations of the Parties under this Agreement will terminate, except for any provision of this Agreement that, by its terms, survives expiration or termination of this Agreement. Provided that the Commencement Date occurs, the Parties shall use their commercially reasonable efforts to cause the Project to be completed and shall dedicate the Project improvements to the City no later than March 31, 2027.

b. The Project shall be owned by the City. The City hereby waives any requirement for permits or permitting fees that would otherwise be applicable to the Project.

c. The IDB has contracted with Volkert, Inc. (“Volkert”) to provide design and engineering with respect to the Project. The IDB shall contract with Volkert to provide bid

supervision and project management for the Project. The IDB has provided the initial Volkert contract to the City and MAA, and will provide the form of supplemental contract with Volkert to the City and MAA for review and approval; provided, however, that unless the City or MAA notifies the IDB of an objection to such contract within thirty (30) days after its receipt thereof, their review shall be deemed granted. After completion of the bid process the IDB, after receipt of written approval from the City and MAA, shall select the contractor for the Project (the “**Project Contractor**”), shall cause the form of contract contained in the bid materials (the “**Construction Contract**”) to be executed, and shall issue a notice to proceed to the Project Contractor. To the extent required, the IDB shall also contract with all other contractors, suppliers, professionals and other vendors as needed in addition to the Project Contractor to cause development and construction of the Project (collectively, “**Project Vendors**”) on a timely basis. In contracting with the Project Contractor and any other Project Vendors, the IDB shall comply with the requirements of the State Grants and all laws, regulations and other legal requirements applicable to bidding and contracting by the City, as instructed by the City. The City and MAA must approve in writing all Project Vendor contracts prior to final bid acceptance, award and execution of such contracts by the IDB (all approved and finally accepted and executed vendor contracts, the “**Project Contracts**”). Any change orders with respect to any Project Contracts shall require the prior written approval of the City and the MAA before execution or approval by the IDB. All roadway work will adhere to ALDOT specifications and will be approved by ALDOT prior to advertisement for bids and again prior to acceptance for final completion and maintenance by the City. The IDB shall cause all Project Contracts to include payment application and draw request procedures that satisfy the requirements set forth in Section 5 below, the other terms and conditions of this Agreement, and any additional terms and conditions to award and/or expenditure of the MAA Grant Funds and the ALDOT Allocated Funds. The Project Contracts will include a “Commencement Date” concept requiring a notice to proceed to be issued by the IDB prior to commencement of any work thereunder and as a condition precedent to any obligation for payment of Project Costs thereunder. The IDB will not issue a notice to proceed under the Project Contract with an effective commencement date earlier than the Commencement Date or, without express written consent, otherwise obligate the City or MAA for payment of any Project Costs prior to the Commencement Date. The IDB agrees to cause Volkert to approve and submit to the MAA or the City, as applicable and on a timely basis, all invoices for Project Costs and MAA and the City agree to pay directly, or approve and direct payment of, such invoices directly to the Project Vendors within the timeframes and upon the terms required by the applicable Project Contracts in accordance with their respective obligations for Project Costs set forth in Section 5 below. Each Project Contract shall contemplate payment by the City and MAA as the sole source of payment. Volkert has prepared a Project budget (the “**Project Budget**”) which is attached hereto as *Exhibit D*. Payments of the costs of the Project shall be allocated and paid in accordance with the itemizations included in *Exhibit D*. The IDB shall cause the contract with Volkert to require Volkert to provide the Parties a then current illustration of (i) the budget to cost for each item on the Project Budget and (ii) the volume of materials used verses the budgeted volume for such material, with each payment request for the Project.

4. Budget; Financial Commitments. The development and construction budget for the Project, including design fees, engineering fees, consulting fees and contingency, is \$6,733,827.93. The maximum contribution required of MAA towards the Project is \$2,500,00.00 (the “**MAA Committed Obligation**”), and the maximum contribution required of the City towards the Project is \$3,631,500.00, or such lesser amount of the ALDOT Allocated Funds as are available for payment of Project Costs (the “**Maximum City Obligation**” and together with the MAA Committed Obligation,

the “**Financial Commitments**”). The City has no obligation to advance or pay any Project Costs unless and only to the extent ALDOT Allocated Funds are available for payment thereof. The IDB has no obligation to advance or pay any Project Costs beyond the Predevelopment Costs; provided, however, if after the Commencement Date the IDB chooses to advance or pay any additional valid Project Costs on behalf of and as an accommodation to MAA and/or the City, MAA and/or the City, as the case may be, shall promptly reimburse the IDB for such amounts in accordance with their respective obligations for Project Costs set forth in Section 6, below, provided that no such reimbursement request shall require either MAA or the City to pay any amounts in excess of its respective Financial Commitments. To the extent total Project Costs exceed the Financial Commitments, after deducting the amount of the Predevelopment Costs advanced by the IDB, the Parties shall cooperate in determining additional sources of funds to complete the Project and make payment of the amount in excess of the Financial Commitment to close out the Project

5. Payment of the Financial Commitment.

a. Project Costs eligible for payment from the ALDOT Allocated Funds are described on *Exhibit E* attached hereto (the “**City Project Costs**”). Following the payment application and draw process described below, (i) the City shall pay all City Project Costs up to the Maximum City Obligation, including reimbursement to the IDB of any Predevelopment Costs that are qualified, now or hereafter, City Project Costs, and (ii) MAA shall pay all other Project Costs, including, subject to the limitations set forth in 6 hereof, reimbursement to the IDB of all Predevelopment Costs that are not qualified City Project Costs and including any City Project Costs in excess of the Maximum City Obligation (the “**MAA Project Costs**”) up to the MAA Committed Obligation. Notwithstanding anything herein to the contrary, if an expense is eligible for payment from the ALDOT Allocated Funds, the ALDOT Allocated Funds for such item or expense shall be exhausted before any MAA Grant Funds are used for such expense.

b. In order to obtain reimbursement of any Predevelopment Costs or payment of any amounts owed directly to the IDB or under any Project Contracts, the IDB shall prepare and submit, or cause its Project Vendors to prepare and submit, to the State, the City, and MAA a draw request and payment application in the form attached hereto as *Exhibit F* and including all supplemental materials as described thereon and such additional supplemental materials or information as may be required by the State, the City, or MAA from time to time (each, and including the required supplemental materials, a “**Draw Request**”). Without limiting the foregoing, each payment application must clearly enumerate which Project Costs for which payment is sought are City Project Costs and which are MAA Project Costs. The IDB shall cause Volkert to confirm which portion of each Draw Request is payable as part of the City Project Costs and MAA Project Costs, respectively.

c. Upon receipt of a complete Draw Request that includes a request for payment of City Project Costs, the City shall pay such City Project Costs to the applicable Project Contractor or Project Vendor in a timely manner, subject to any holdback, contingency, retainage, or other requirements or conditions to payment thereof.

d. Upon receipt of a complete Draw Request that includes a request for payment of MAA Project Costs, MAA shall pay such MAA Project Costs to the applicable Project Contractor or

Project Vendor in a timely manner, subject to any holdback, contingency, retainage, or other requirements or conditions to payment thereof.

6. Reimbursement of Predevelopment Costs to IDB; Additional Amounts Payable to IDB.

(a) The IDB has incurred certain costs in connection with site preparation, feasibility studies, engineering and other development activities and expects to continue to incur such costs prior to the Commencement Date (the “**Predevelopment Costs**”). The parties agree that the cost of such Predevelopment Costs is \$399,156.08, as listed on the schedule attached hereto as *Exhibit G*. On or after the date upon which the Project is accepted by the City, the IDB may submit a Draw Request for reimbursement of the Predevelopment Costs, which will be processed, approved and paid in accordance with Section 5 above, but only to the extent of any remaining funds available under the State Grants.

(b) Other than the Predevelopment Costs described above, the IDB shall also be reimbursed for any amounts paid (unless paid directly by the City or MAA as Project Costs) pursuant to the contract with Volkert and for any direct, out of pocket expenses incurred by it in performing its obligations hereunder from and after the date hereof in the same manner, and at the same time, as set forth above in Section 6(a).

7. Limitations. Nothing contained herein shall be construed to waive the necessity of complying with the terms and conditions of applicable ordinances or regulations or as conflicting with the responsibilities of any Party under any applicable local, State or Federal law, or as limiting the rights of any Party to take appropriate action pursuant to such laws or regulations.

8. Term of Agreement and Termination. This Agreement shall become effective immediately upon execution by the last of the Parties to sign, and shall be effective for one (1) year from the Effective Date, and it shall renew automatically thereafter for another one (1) year, with said renewals continuing indefinitely until final completion of the Project and acceptance of the Project improvements for public dedication and maintenance by the City.

9. Resolution of Differences. Should any of the Parties have an issue, dispute or disagreement (i) with the implementation of this Agreement or (ii) otherwise arising out of or relating to this Agreement and the Parties are unable to resolve the issue, dispute or disagreement, an impartial party, agreed upon by the Parties, will be selected to provide objective guidance to the Parties. This impartial party will determine the issue(s) under consideration, identify points of agreement, and offer solutions for resolution of the disagreement(s). The Parties will take such suggestions under consideration and will work to reach consensus.

10. Amendment/Modification. This Agreement may be amended or modified only by a written amendment approved and executed by the Parties.

11. Assignment. The Parties shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the other Parties hereto.

12. No Third Party Beneficiaries. The Parties agree that nothing contained in this Agreement, and no act of any Party, shall be deemed or construed to create any relationship of third party beneficiary hereof.

13. Severability. If any part, term or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term, or provision and the rights of the Parties will be construed as if the part, term, or provision was never part of the agreement.

14. Notice. Any notice required or permitted by this Agreement shall be personally delivered in writing or deposited with the U.S. Postal Service, postage prepaid, certified and returned receipt requested, and addressed as follows:

CITY OF MOBILE

Office of the Mayor
10th Floor Government Plaza
Post Office Box 1827
Mobile, Alabama 36633
Attention: Mayor
Telephone: (251) 208-5893
Facsimile: (251) 208-7548

With a copy to:

L. Robert Shreve, Esq.
Burr & Forman
11 N. Water Street, Suite 22200
Mobile, Alabama 36602

MOBILE AIRPORT AUTHORITY

Mobile Airport Authority
1891 Ninth Street
Mobile, Alabama 36615
Attention: Executive Director
Telephone: (251) 438-7334
Facsimile: (251) 694-7667

With a copy to:

James F. Watkins, Esq.
Maynard Nexen, PC
11 N. Water Street, Suite 24290
Mobile, AL 36602

THE INDUSTRIAL DEVELOPMENT
BOARD OF THE CITY OF MOBILE,
ALABAMA

The Industrial Development Board
of City of Mobile, Alabama
c/o Mobile Chamber of Commerce

Post Office Box 2187
Mobile, Alabama 36652
Attention: David Rogers
Telephone: 251-431-8657

With a Copy to:
R. Preston Bolt, Jr., Esq.
Hand Arendall Harrison Sale LLC
104 St. Francis St. #300
Mobile, Alabama 36602

15. No Waiver. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement. The failure of a Party to exercise any right under this Agreement shall not constitute the approval of any wrongful act by any of the other Parties.

16. Entire Agreement. This written Agreement, written amendments, and any referenced attachments thereto, shall constitute the entire Agreement between the Parties.

17. Interpretation and Construction. No provision of this Agreement shall be interpreted or construed as constituting a debt in violation of the Alabama Constitution.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above indicated.

[Remainder of Page Blank – Signature Page to Follow]

Signature Page for Funding and Participation Agreement for Access Road Construction by and between Mobile Airport Authority, the City of Mobile and The Industrial Development Board of the City of Mobile, Alabama

MOBILE AIRPORT AUTHORITY

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____ }

COUNTY OF _____ }

I, the undersigned, a Notary Public in and for said State and County, hereby certify that _____, as _____ of the Mobile Airport Authority, and 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 and with full authority for and as the act of said entity on the day the same bears date.

Given under my hand and official seal this ____ day of _____, 2026.

Notary Public
My Commission Expires: _____

Signature Page for Funding and Participation Agreement for Access Road Construction by and between Mobile Airport Authority, the City of Mobile and The Industrial Development Board of the City of Mobile, Alabama

**THE INDUSTRIAL DEVELOPMENT BOARD OF
THE CITY OF MOBILE, ALABAMA**

By: _____

Name: _____

Title: _____

Date: _____

STATE OF ALABAMA }
 }
COUNTY OF MOBILE }

I, the undersigned, a Notary Public in and for said State and County, hereby certify that _____, as _____ of The Industrial Development Board of the City of Mobile, Alabama, and 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 and with full authority for and as the act of said entity on the day the same bears date.

Given under my hand and official seal this ____ day of _____, 2026.

Notary Public
My Commission Expires: _____

Signature Page for Funding and Participation Agreement for Access Road Construction by and between Mobile Airport Authority, the City of Mobile and The Industrial Development Board of the City of Mobile, Alabama

ATTEST:

CITY OF MOBILE, ALABAMA

Lisa C. Lambert
City Clerk

Spiro Cheriogatis, Mayor

Date: _____

EXHIBIT A
PROJECT SITE PLAN

EXHIBIT B
DESCRIPTION OF ACQUISITION PROPERTY

EXHIBIT C
PROJECT PLANS AND SPECIFICATIONS

EXHIBIT D
PROJECT BUDGET

EXHIBIT E
CITY PROJECT COSTS

**EXHIBIT F
FORM OF DRAW REQUEST
AND PAYMENT APPLICATION**

EXHIBIT G
IDB PREDEVELOPMENT EXPENSES



AGENDA ITEM SUMMARY SHEET

Agenda of: February 10, 2026

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

Spiro Cheriogotis, Mayor

Purpose and Scope of Project:

Authorize Intergovernmental Agreement with Mobile County Commission for agreement of terms for audiovisual maintenance in the Municipal, District, and Circuit Courtrooms located in Government Plaza

Amount of Contract:

Funding Source

ATTACHMENTS:

1. CityCounty S3 Technologies Intergovernmental-VS.02052026
2. Resolution MCC Intergovernmental 2026 S3 Tech

REVIEWERS:

Patricia Primm
Cherlina Monteiro
James Barber

STATE OF ALABAMA:

COUNTY OF MOBILE:

INTERGOVERNMENTAL AGREEMENT

WHEREAS, counties and municipalities in the State of Alabama are authorized to expend public funds when a public purpose will be thereby served, and may enter into mutual agreements providing for improvement, construction, management, and maintenance of buildings and facilities which benefit the public ; and

WHEREAS, the City of Mobile, Alabama (the City), situated in Mobile County, Alabama, and Mobile County, Alabama (the County), each find that a public purpose will be served by the expenditure of City funds for the maintenance of the audiovisual system in the Municipal, District, and Circuit Courts, located in Government Plaza as well as the Mobile County Metro Jail Zoom system; and

WHEREAS, the City intends to secure the services of a professional skilled in audiovisual technology repair to provided standard maintenance and repair services to the audiovisual system installed into Government Plaza's twenty (20) Courtrooms and the Mobile County Metro Jail's Zoom system (the "Services"); and

WHEREAS, the City and the County deem it necessary and desirable to set out the terms of their agreement with regard to the Services;

NOW, THEREFORE, in consideration of the premises and the public purposes to be served hereby, the City and the County agree as follows:

1. The City shall enter into an agreement with S3 Technologies, LLC ("Contractor"), an Alabama limited liability company, for maintenance and repair services, for

which the City shall pay the Contractor an annual amount of Thirty-Five Thousand Dollars (\$35,000.00) (the “Funds”).

2. The initial term of this Agreement shall be for three (3) years. The City, in its sole discretion, may elect to renew this Agreement for one (1) additional one-year term.

3. The City shall designate Deborah McGowin, the Director of Courts to be the point of contact with the Contractor to request services be provided.

4. The County shall designate a representative as a point of contact to the City if any Services are needed by the Contractor.

5. The City shall only remit payment for the services included in the agreement with S3 Technologies.

6. Additional Services; Cost Responsibility

A. Warranty-Related Labor

Any remaining manufacturer or vendor warranty shall apply solely to the equipment. Labor required to decommission or commission the audiovisual system in the District or Circuit courtrooms, or the Mobile County Metro Jail, in connection with any warranty claim shall be considered an additional service. All costs associated with such labor shall be the sole responsibility of the County, provided that any such services and related costs must receive the City’s prior written approval.

B. Access to Restricted Areas

If access to restricted areas is required to perform necessitated Services as determined by the Contractor in the District or Circuit courtrooms, or the Mobile County Metro Jail, and such access necessitates additional labor resources resulting in additional compensation, all fees and

costs associated with such additional labor shall be borne solely by the County, subject to the City's prior written approval before the services are performed.

C. Equipment Failure Services

In the event additional services are required in the District or Circuit courtrooms, or the Mobile County Metro Jail, due to equipment failure that renders the audiovisual system non-functional as determined by the Contractor and such services result in additional compensation, all associated costs shall be the responsibility of the County, provided that the City has approved such services and costs in writing in advance.

Compliance with applicable state and federal laws, rules, and regulations shall be ensured through the City's contract with the Contractor. The Contractor shall strictly comply with all such laws, rules, and regulations in the performance of this Agreement and shall ensure that no person is subjected to discrimination on the basis of race, color, national or ethnic origin, age, religion, disability, sex, sexual orientation, gender identity or expression, veteran status, characteristics of personal identity, or any other characteristic protected under applicable federal or state law.

Nothing in this Agreement shall be construed to make the County a party to, or otherwise liable for, the City's contract with S3 Technologies. The County shall have no responsibility or liability for any obligations, claims, costs, damages, or disputes arising out of or related to the City's contract with S3 Technologies, including but not limited to performance, payment, or termination of that contract

IN WITNESS WHEREOF, the parties have each caused this instrument to be executed on the date or dates set out below the signature of their duly authorized representative.

ATTEST:

CITY OF MOBILE, ALABAMA

City Clerk

Spiro N. Cheriogotis, Mayor
Date: _____

ATTEST:

MOBILE COUNTY, ALABAMA

County Administrator

Merceria L. Ludgood, President
Mobile County Commission
Date: _____

County Reference: 10-25-21(34) CCP-2021-001G

City Reference: Citylawsrv\cycom\WPDocs\D017\P005\00102941.doc

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis

WHEREAS, counties and municipalities in the State of Alabama are authorized to expend public funds for a public purpose and enter into mutual agreements for improvements, and maintenance of buildings and facilities; and

WHEREAS, the City of Mobile, Alabama, and Mobile County, Alabama, each find a public purpose by the expenditure of City funds for the maintenance and audiovisual system in the Municipal, District and Circuit Courts, located in Government Plaza, as well as the Mobile County Metro Jail Zoom systems; and

WHEREAS, the City and County deem it necessary and desirable to set out the terms of their agreement with regard to the services being provided by S3 Technologies, LLC;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk are hereby authorized to execute and attest, respectively, for and on behalf of the City of Mobile, the Intergovernmental Agreement between the Mobile County Commission and the City of Mobile, for the purpose of maintenance of audiovisual systems in the Municipal, District and Circuit Courtrooms located in Government Plaza, as well as Mobile County Metro Jail Zoom, which is attached hereto and made a part hereof as though set forth in full. A copy of said Intergovernmental Agreement is on file in the office of the City Clerk.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 10, 2026

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

To approve issuance of purchase order to Cellebrite, Inc. for annual subscription renewal of mobile device data forensic software for Gulf Coast Technology Center .

Amount of Contract:

\$247,676.00

Funding Source

General fund.

ATTACHMENTS:

1. 20260205 Cellebrite Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 10 February 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 Cellebrite, Inc.

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Cellebrite, Inc. for annual subscription renewal of mobile device data forensic software for Gulf Coast Technology Center .
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$247,676.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Bid exempt as software, services to aid in detection of criminal activity.

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>7670</u>	2026	(1502) GULF COAST TECHNOLOGY CENTER	ANNUAL RENEWAL OF MOBILE DEVICE DATA FORENSIC SOFTWARE FOR GULF COAST TECHNOLOGY CENTER (BID EXEMPT AS SOFTWARE, SERVICES TO AID IN DETECTION OF CRIMINAL ACTIVITY)	\$247,676.00	(<u>293683</u>) <u>CELLEBRITE INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00007670-00 FY 2026 Acct No: 1000.30.15.1502.1502.1502.0000.0000.42115. Review: Buyer: 9105fo1a Status: Rejected	Page 1
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Vendor CELLEBRITE INC 7 CAMPUS DRIVE SUITE 210 PARSIPPANY, NJ 07660 Tel#201-848-8552	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 REBECCA.TURK@CITYOFMOBILE.ORG
---	---

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

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/04/26	293683	03/01/26			GULF COAST TECHNOLOGY CENTE

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

LAW ENFORCEMENT SENSITIVE
 MIT APPROVAL ATTACHED

PER YOUR QUOTE #Q-495554-1

001	RENEWAL OF EXISTING SOFTWARE. STATE OF ALABAMA CODE #41-16-51(a)(8) SOFTWARE EXEMPTION. LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes	13.00 EACH	9350.00000	121550.00
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B-CNR-05-001 INSEYETS ONLINE PRO
 START DATE: 3/31/2026
 END DATE: 3/30/2027

S-UFD-20-003 INSEYETS PRO UFED SUBSCRIPTION
 START DATE: 3/31/2026
 END DATE: 3/30/2027

S-UFD-20-006 INSEYETS PRO PA SUBSCRIPTION
 START DATE: 3/31/2026
 END DATE: 3/30/2027
 Vendor Item
 Inventory Item/Loc 1723

1	1000.30.15.1502.1502.1502.0000.0000.42115.			121550.00
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Bill To	Requisition 00007670-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1502.1502.1502.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Rejected
	Page 2
=====	=====

Vendor
 CELLEBRITE INC
 7 CAMPUS DRIVE
 SUITE 210
 PARSIPPANY, NJ 07660
 Tel#201-848-8552

Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602
 REBECCA.TURK@CITYOFMOBILE.ORG

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

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Date Ordered	Vendor Number
02/04/26	293683
Date Required	Ship Via
03/01/26	
Terms	Department
	GULF COAST TECHNOLOGY CENTE
-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
002	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes ----- S-AIS-20-002 INSEYETS ONLINE UNLIMITED UNLOCKS START DATE: 3/31/2026 END DATE: 3/30/2027 Vendor Item Inventory Item/Loc 1723	1.00 EACH	126126.00000	126126.00
1	1000.30.15.1502.1502.1502.0000.0000.42115.			126126.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00007670-00 FY 2026 Acct No: 1000.30.15.1502.1502.1502.0000.0000.42115. Review: Buyer: 9105fola Status: Rejected	Page 3
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Vendor CELLEBRITE INC 7 CAMPUS DRIVE SUITE 210 PARSIPPANY, NJ 07660 Tel#201-848-8552	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 REBECCA.TURK@CITYOFMOBILE.ORG
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Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/04/26	293683	03/01/26			GULF COAST TECHNOLOGY CENTE

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

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

Requisition Link

Requisition Total 247676.00

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

Account	Amount	Remaining Budget
1000.30.15.1502.1502.1502.0000.0000.42115.	247676.00	1881437.23
GULF COAST TECHNOLOGY CENTER SOFTWARE COSTS		

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

Activity	Date	Clerk	Comment
Approved	02/04/26	JASON SMITH	Reviewed and Approved
Approved	02/04/26	CURTIS GRAVES	Auto approved by: 910520680
Rejected	02/05/26	CURTIS GRAVES	Per your email. Seems to be a

Authorized By: _____ Date: _____
 Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 10, 2026

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

To approve issuance of purchase order to Gaines Utility Construction Company LLC for storm drainage vegetation and debris removal - Moot Ave to Halls Mills Road.

Amount of Contract:

\$29,983.64

Funding Source

General fund.

ATTACHMENTS:

1. 20260203 Gaines Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 3 February 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 Gaines Utility Construction Company LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Gaines Utility Construction Company LLC for storm
drainage vegetation and debris removal - Moot Ave to Halls Mills Road.
General fund

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$29,983.64

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. Advertised vendor rotation pool.

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>7484</u>	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – MOOT AVENUE TO HALLS MILL ROAD (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	\$29,983.64	<u>(295242) GAINES UTILITY CONSTRUCTION COMPANY LLC</u>

Adopted:

City Clerk

Bill To	Requisition 00007484-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2096.2070.0000.0000.42155.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved
	Page 1

Vendor	Ship To
GAINES UTILITY CONSTRUCTION COMPANY LLC	PUBLIC WORKS ADMIN.
PO BOX 219	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
CALVERT, AL 36513	ASHLEY.ADAMS@CITYOFMOBILE.ORG
Tel#2513072407	

Deliver To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/02/26	295242				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT #VEG2-2026-2070-26 MOOT AVE TO HALLS MILL RD Additional Description Notes DISTRICT 3	1.00 EACH	29983.64000	29983.64

1	1000.40.20.2070.2096.2070.0000.0000.42155.	29983.64
---	--	----------

Ship To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

Deliver To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

[Requisition Link](#)

Requisition Total	29983.64
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155.	29983.64	4922820.41
STORMWATER EXP	DITCH MAINTENANCE	

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00007484-00 FY 2026 Acct No: 1000.40.20.2070.2096.2070.0000.0000.42155. Review: Buyer: Status: Approved
---	---

Page 2

Vendor GAINES UTILITY CONSTRUCTION COMPANY LLC PO BOX 219 CALVERT, AL 36513 Tel#2513072407	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 ASHLEY.ADAMS@CITYOFMOBILE.ORG
---	--

Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/02/26	295242				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
***** Approval/Conversion Info *****				
	Activity Date Clerk			Comment
	Approved 02/02/26 MATTHEW ANDERSON			
	Approved 02/02/26 SHONNDA SMITH			Auto approved by: 910516584
	Approved 02/02/26 CHERI BOUCHER			Auto approved by: 910516584
	Approved 02/02/26 DONALD ROSE			Auto approved by: 9105paij
	Approved 02/02/26 SANDRA LEWIS			Auto approved by: 9105paij
	Approved 02/02/26 STEVEN KRONINGER			Auto approved by: 9105paij
	Approved 02/02/26 SAMANTHA COOLEY			Auto approved by: 9105paij
	Approved 02/02/26 JAMES NEESE			Auto approved by: 9105paij
	Approved 02/02/26 PATRICIA KENNEDY-JONES			Auto approved by: 9105paij
	Approved 02/02/26 REBECCA CRUMPLER			Auto approved by: 9105paij
	Approved 02/02/26 ANNE FOLEY			Auto approved by: 9105paij
	Approved 02/02/26 JOHN PAINE			

Authorized By: _____ Date: _____
 Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 10, 2026

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

To approve issuance of purchase order to Magnet Forensics USA, Inc., for annual renewal of law enforcement forensic software and services for Gulf Coast Technology Center.

Amount of Contract:

\$92,452.71

Funding Source

General fund

ATTACHMENTS:

1. 20260203 Magnet Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 10 February 2026 Item No. _____
Date

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

Sponsored by: Spiro N. Cheriogotis Mayor
Name Title

Reviewed by: _____
Executive Director

Routing Authorized: James Barber _____
Mayor's Office Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Magnet Forensics USA, Inc.

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Magnet Forensics USA, Inc., for annual renewal of law enforcement forensic software and services for Gulf Coast Technology Center.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$92,452.71

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Bid exempt as professional & security services & software.

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>7372</u>	2026	(1502) GULF COAST TECHNOLOGY CENTER	ANNUAL RENEWAL OF LAW ENFORCEMENT FORENSIC SOFTWARE AND SERVICES FOR GULF COAST TECHNOLOGY CENTER (BID EXEMPT AS PROFESSIONAL SERVICES, SECURITY, AND SOFTWARE)	\$92,452.71	<u>(295509)</u> <u>MAGNET</u> <u>FORENSICS USA,</u> <u>INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00007372-00 FY 2026 Acct No: 1000.30.15.1502.1502.1502.0000.0000.42115. Review: Buyer: 9105fola Status: Approved
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Page 1

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

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

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

MOBILE, AL 36602
 REBECCA.TURK@CITYOFMOBILE.ORG

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

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/29/26	295509				GULF COAST TECHNOLOGY CENTE

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

LAW ENFORCEMENT SENSITIVE

PER QUOTE #Q-423334-1.

RENEWAL OF EXISTING SOFTWARE.

001	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes	1.00 EACH	7225.00000	7225.00
-----	---	--------------	------------	---------

6AX210 MAGNET AXIOM ADVANCED
 START DATE: 4/1/2026
 END DATE: 3/31/2027
 Vendor Item
 Inventory Item/Loc 1723

1 1000.30.15.1502.1502.1502.0000.0000.42115.	7225.00
--	---------

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

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00007372-00 FY 2026 Acct No: 1000.30.15.1502.1502.1502.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 2
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Vendor
 MAGNET FORENSICS USA, INC.
 2250 CORPORATE PARK DRIVE
 SUITE 230

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

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

 MOBILE, AL 36602
 REBECCA.TURK@CITYOFMOBILE.ORG

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

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/29/26	295509				GULF COAST TECHNOLOGY CENTE

LN Description / Account	Qty	Unit Price	Net Price
002 LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes	1.00 EACH	5250.00000	5250.00

WTS60
 WINESS TERM LICENSE
 START DATE: 4/1/2026
 END DATE: 3/31/2027
 Vendor Item
 Inventory Item/Loc 1723

1 1000.30.15.1502.1502.1502.0000.0000.42115. 5250.00

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

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

003 LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes	1.00 EACH	8247.61000	8247.61
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6AX310
 MAGNET AXIOM PREMIER

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00007372-00 FY 2026 Acct No: 1000.30.15.1502.1502.1502.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 3
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Vendor MAGNET FORENSICS USA, INC. 2250 CORPORATE PARK DRIVE SUITE 230 HERNDON, VA 20171 UNITED STATES Tel#519-342-0195 X 3443	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 REBECCA.TURK@CITYOFMOBILE.ORG
---	---

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

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/29/26	295509				GULF COAST TECHNOLOGY CENTE

LN	Description / Account	Qty	Unit Price	Net Price
	START DATE: 06/20/2026 END DATE: 3/31/2027 Vendor Item Inventory Item/Loc 1723			
1	1000.30.15.1502.1502.1502.0000.0000.42115.			8247.61
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
004	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes ----- 60R002-S MAGNET OUTRIDER COMPUTER (SOFTWARE ONLY)-LE START DATE: 06/20/2026 END DATE: 03/31/2027 Vendor Item Inventory Item/Loc 1723	1.00 EACH	790.71000	790.71
1	1000.30.15.1502.1502.1502.0000.0000.42115.			790.71

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00007372-00 FY 2026 Acct No: 1000.30.15.1502.1502.1502.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 4
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Vendor
 MAGNET FORENSICS USA, INC.
 2250 CORPORATE PARK DRIVE
 SUITE 230

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

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

 MOBILE, AL 36602
 REBECCA.TURK@CITYOFMOBILE.ORG

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

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/29/26	295509				GULF COAST TECHNOLOGY CENTE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
005	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes ----- 6AX310 MAGNET AXIOM PREMIER START DATE: 6/4/2026 END DATE: 3/31/2027 Vendor Item Inventory Item/Loc 1723	1.00 EACH	8709.41000	8709.41
1	1000.30.15.1502.1502.1502.0000.0000.42115.			8709.41

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00007372-00 FY 2026 Acct No: 1000.30.15.1502.1502.1502.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 5
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Vendor
 MAGNET FORENSICS USA, INC.
 2250 CORPORATE PARK DRIVE
 SUITE 230

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

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

 MOBILE, AL 36602
 REBECCA.TURK@CITYOFMOBILE.ORG

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

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/29/26	295509				GULF COAST TECHNOLOGY CENTE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
006	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes ----- 6OR002-S MAGNET OUTRIDER COMPUTER (SOFTWARE ONLY)-LE START DATE: 6/4/2026 END DATE: 03/31/2027 Vendor Item Inventory Item/Loc 1723	1.00 EACH	834.98000	834.98
1	1000.30.15.1502.1502.1502.0000.0000.42115.			834.98

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00007372-00 FY 2026 Acct No: 1000.30.15.1502.1502.1502.0000.0000.42115. Review: Buyer: 9105fo1a Status: Approved	Page 6
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Vendor
 MAGNET FORENSICS USA, INC.
 2250 CORPORATE PARK DRIVE
 SUITE 230

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

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

 MOBILE, AL 36602
 REBECCA.TURK@CITYOFMOBILE.ORG

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

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/29/26	295509				GULF COAST TECHNOLOGY CENTE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
007	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes ----- GKL-GKP GRAYKEY LICENSE-PRESERVE RENEWAL FOR SERIAL NUMBER: b93f61d9d4990c1c START DATE: 4/1/2026 END DATE: 03/31/2027 GKL-ONF-PR-B GRAYKEY LICENSE-PREMIERE BUNDLE START DATE: 4/1/2026 END DATE: 3/31/2027 Vendor Item Inventory Item/Loc 1723	1.00 EACH	61395.00000	61395.00
1	1000.30.15.1502.1502.1502.0000.0000.42115.			61395.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00007372-00 FY 2026 Acct No: 1000.30.15.1502.1502.1502.0000.0000.42115. Review: Buyer: 9105fola Status: Approved
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Page 7

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

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

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

MOBILE, AL 36602
 REBECCA.TURK@CITYOFMOBILE.ORG

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

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/29/26	295509				GULF COAST TECHNOLOGY CENTE

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

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

Requisition Link

Requisition Total 92452.71

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

Account	Amount	Remaining Budget
1000.30.15.1502.1502.1502.0000.0000.42115.	92452.71	1881437.23
GULF COAST TECHNOLOGY CENTER SOFTWARE COSTS		

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

Activity	Date	Clerk	Comment
Approved	01/29/26	JASON SMITH	Reviewed and Approved
Approved	01/29/26	CURTIS GRAVES	Auto approved by: 910520680
Approved	01/30/26	ROBERT LASKY	Auto approved by: 91055580
Approved	01/30/26	CURTIS GRAVES	NA
Approved	01/30/26	DONALD ROSE	Auto approved by: 9105fola
Approved	01/30/26	SANDRA LEWIS	Auto approved by: 9105fola
Approved	01/30/26	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	01/30/26	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	01/30/26	JAMES NEESE	Auto approved by: 9105fola



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 10, 2026

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

To approve issuance of purchase order to Qwally, Inc. for annual renewal of WorkWith small business engagement software for Community Housing and Development Dept .

Amount of Contract:

\$81,000.00

Funding Source

General fund.

ATTACHMENTS:

1. 20260205 Qwally Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 10 February 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 Qwally, Inc.

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Qwally, Inc. for annual renewal of WorkWith small
business engagement software for Community Housing and Development Dept .
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$81,000.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Bid exempt as custom software..

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>7329</u>	2026	(3500) NEIGHBORHOOD DEVELOPMENT	ANNUAL RENEWAL OF WORKWITH SMALL BUSINESS ENGAGEMENT SOFTWARE FOR COMMUNITY HOUSING AND DEVELOPMENT DEPT (BID EXEMPT AS CUSTOM SOFTWARE)	\$81,000.00	(295844) <u>QWALLY INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00007329-00 FY 2026 Acct No: 1000.45.05.3500.3500.3500.0000.0000.42200. Review: Buyer: 9105fola Status: Approved	Page 1
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Vendor QWALLY 419 GRAND COUT GOLDEN, CO 80401 Tel#2032162835	Ship To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 517 MOBILE, AL 36644 COURTNEY.PHELION@CITYOFMOBILE.ORG Delivery Reference COURTNEY PHELION
--	---

Deliver To
 CHD COMMUNITY HOUSING & DEVELO
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 517
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/28/26	295844				NEIGHBORHOOD DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

RENEWAL OF EXISTING SOFTWARE LICENSE PER INV. #1070. THIS WAS PREVIOUSLY ON A 3 YEAR CONTRACT THAT HAS BEEN COMPLETED.
 RENEWAL OF EXISTING SOFTWARE PER STATE OF ALABAMA CODE #41-16-51(a)(8) SOFTWARE EXEMPTION.
 001 Qwally Disadvantaged Business Enterprise Certification, tracking & Reporting System: Software and Support: 12/19/2025- 12/18/2026

1.00	81000.00000	81000.00
EACH		

1	1000.45.05.3500.3500.3500.0000.0000.42200.	81000.00
---	--	----------

Ship To
 CHD COMMUNITY HOUSING & DEVELO
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 517
 MOBILE, AL 36644
 Delivery Reference
 COURTNEY PHELION

Deliver To
 CHD COMMUNITY HOUSING & DEVELO
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 517
 MOBILE, AL 36644

[Requisition Link](#)

Requisition Total	81000.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00007329-00 FY 2026 Acct No: 1000.45.05.3500.3500.3500.0000.0000.42200. Review: Buyer: 9105fola Status: Approved
--	---

Page 2

Vendor
 QWALLY
 419 GRAND COUT

 GOLDEN, CO 80401
 Tel#2032162835

Ship To
 CHD COMMUNITY HOUSING & DEVELO
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 517
 MOBILE, AL 36644
 COURTNEY.PHELION@CITYOFMOBILE.ORG

Delivery Reference
 COURTNEY PHELION

Deliver To
 CHD COMMUNITY HOUSING & DEVELO
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 517
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/28/26	295844				NEIGHBORHOOD DEVELOPMENT

LN Description / Account	Qty	Unit Price	Net Price
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.45.05.3500.3500.3500.0000.0000.42200.		
	81000.00	88954.18
NEIGHBORHOOD DEVELOPMENT EXP	PROFESSIONAL & TECHNICAL	

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

Activity	Date	Clerk	Comment
Approved	02/04/26	DONALD ROSE	Auto approved by: 9105fola
Approved	02/04/26	SANDRA LEWIS	Auto approved by: 9105fola
Approved	02/04/26	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	02/04/26	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	02/04/26	JAMES NEESE	Auto approved by: 9105fola
Approved	02/04/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105fola
Approved	02/04/26	REBECCA CRUMPLER	Auto approved by: 9105fola
Approved	02/04/26	ANNE FOLEY	
Approved	02/04/26	JOHN PAINE	Auto approved by: 9105fola

Authorized By: _____ Date: _____
 Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 10, 2026

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

To approve issuance of purchase order to Safe Haven Co LLC for storm drainage vegetation and debris removal - Dauphin St to 90 Springdale Blvd.

Amount of Contract:

\$19,500.00

Funding Source

General fund.

ATTACHMENTS:

1. 20260203 Safe Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 3 February 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 Safe Haven Co LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Safe Haven Co LLC for storm drainage vegetation and debris removal - Dauphin St to 90 Springdale Blvd.
General fund

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$19,500.00

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. Advertised vendor rotation pool.

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>7587</u>	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – DAUPHIN STREET TO 90 SPRINGDALE BLVD (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	\$19,500.00	<u>(300101) SAFE HAVEN CO LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00007587-00 FY 2026 Acct No: 1000.40.20.2070.2096.2070.0000.0000.42155. Review: Buyer: Status: Released	Page 1
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Vendor SAFE HAVEN CO. LLC 2009 WOLFRIDGE ROAD MOBILE, AL 36618 Tel#251.447.7802	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 ASHLEY.ADAMS@CITYOFMOBILE.ORG
---	---

Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/03/26	300101				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT #VEG-2026-2070-19 DAUPHIN ST TO 90 SPRINGDALE BLVD Additional Description Notes DISTRICT 5	1.00 EACH	19500.00000	19500.00

1 1000.40.20.2070.2096.2070.0000.0000.42155. 19500.00

Ship To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

Requisition Link

Requisition Total 19500.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155.	19500.00	4922820.41
STORMWATER EXP	DITCH MAINTENANCE	



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 10, 2026

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

To approve issuance of purchase order to VDA Labs for computer network penetration testing and reporting services for MIT.

Amount of Contract:

\$47,075.00

Funding Source

General fund

ATTACHMENTS:

1. 20260205 VDA Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 10 February 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 VDA Labs

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to VDA Labs for computer network penetration testing
services and reporting for MIT.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$47,075.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Bid exempt as professional services and services related to infrastructure security..

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>6840</u>	2026	(5000) INFORMATION TECHNOLOGY	COMPUTER NETWORK PENETRATION TESTING AND REPORTING SERVICES FOR MIT (BID EXEMPT AS PROFESSIONAL SERVICES, SERVICES RELATED TO INFRASTRUCTURE SECURITY)	\$47,075.00	<u>(300027) VDA LABS</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006840-00 FY 2026 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42200. Review: Buyer: 9105fola Status: Approved	Page 1
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Vendor
 VDA LABS
 5020 E BELTLINE AVE NE SUITE 2

GRAND RAPIDS, MI 49525

Tel#(616) 251-1658

Ship To
 MIT
 651 CHURCH STREET

MOBILE, AL 36602
 SAMANTHA.COOLEY@CITYOFMOBILE.GOV

Delivery Reference
 SCOTT KEARNEY/GREG HOLLIDAY

Deliver To
 MIT
 651 CHURCH STREET

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/15/26	300027				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

STATE OF ALABAMA CODE #41-16-51(a)(8) SOFTWARE EXEMPTION.

001	THIS IS SECURITY TESTING OF THE CITY OF MOBILE SOFTWARE VUNERABILITY. EXTERNAL PENETRATION TESTING, INTERNAL EXPOSURE PENETRATION TESTING, WIRELESS NETWORK ASSESSMENT, PHYSICAL PENETRATION TESTING, RETEST & VERIFICATION, 0365 ASSESSMENT, SOCIAL ENGINEERING, CIS TOP 18 ASSESSMENT.	1.00	47075.00000	47075.00
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Additional Description Notes

ASSESS THE STRENGTH AND INTEGRITY OF THE NETOWRK SECURITY THROUGH COMPREHENSIVE SIMULATED ATTACK. EACH PHASE IS DESIGNED TO ENSURE A COMPREHENSIVE ASSESSMENT OF THE SECURITY. OBJECTIVES INCLUDE: IDENTIFY VULNERABILITIES, ASSESS SECURITY POSTURE, SIMULATE CYBER ATTACK SCENARIOS, EVALUATE INCIDENT RESPONSE, RISK ASSESSMENT, RECOMMEND IMPROVEMENTS, AND COMPLIANCE VERIFICATION.

INCLUDE THE FOLLOWING AREAS OF FOCUS:

- DISCOVERY, SETUP AND ANALYSIS
- EXTERNAL PENETRATION TEST - AREA OF FOCUS: IP'S LESS THAN 5.
- INTERNAL EXPOSURE AND PENETRATION TESTING: AREAS OF FOCUS: 75 SERVERS, 1300 WORKSTATIONS, 200 VLANS.

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006840-00 FY 2026 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42200. Review: Buyer: 9105fola Status: Approved	Page 2
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Vendor
 VDA LABS
 5020 E BELTLINE AVE NE SUITE 2

GRAND RAPIDS, MI 49525

Tel#(616) 251-1658

Ship To
 MIT
 651 CHURCH STREET

MOBILE, AL 36602
 SAMANTHA.COOLEY@CITYOFMOBILE.GOV

Delivery Reference
 SCOTT KEARNEY/GREG HOLLIDAY

Deliver To
 MIT
 651 CHURCH STREET

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/15/26	300027				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
-	WIRELESS SECURITY ASSESSMENT - AREAS OF FOCUS: 10 SSIDS, 2 LOCATIONS.			
-	PHYSICAL PENETRATION TESTING - AREA OF FOCUS: 1 LOCATION			
-	RETEST & VERIFICATION			
-	0365 ASSESSMENT - AREAS OF FOCUS: 0365 USER ACCOUNT MANAGEMENT, GROUP POLICY AND SECURITY SETTINGS, AND DATA STORAGE AND SHARING PRACTICES IN 0365			
-	SOCIAL ENGINEERING - AREA OF FOCUS: EMPLOYEE AWARENEES AND TRAINING			
-	CIS TOP 18 ASSESSMENT - AREAS OF FOCUS: BASIC CIS CONTROLS (CONTROLS 1-6), FOUNDATIONAL CIS CONTROLS (CONTROLS 7-16), ORGANIZATIONAL CIS CONTROLS (CONTROLS 17-18).			
-	PRESENTATION OF FINDINGS AND PROJECT CLOSEOUT			

SERVICES PROVIDED DURING TESTING: DISCOVERY AND ENUMERATION, VULNERABILITY ASSESSMENT, PENETRATION TESTING, POST-EXPLOITATION ANALYSIS, AND THREAT MODELLING.

1	1000.10.23.5000.5000.5000.0000.0000.42200.	47075.00
---	--	----------

Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 SCOTT KEARNEY

Deliver To
 MIT



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 10, 2026

Submitted by:

John Forrester, City Engineer

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Approve reallocation of funds from CBG08 CBG Census Tracts to C1046 Mobile Riverfront Capital Improvements

Amount of Contract:

\$2,000,000.00 transfer

Funding Source

CBG08 to C1046

ATTACHMENTS:

1. Transfer Request C1046

REVIEWERS:

Jessica White

James Barber

2026

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$2,000,000.00 be reallocated from Unassigned Fund Balance to (C1046) Mobile Riverfront Capital Improvements project to protect and maintain bulkhead that supports city owned infrastructure and facilities.

ADOPTED:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

F533-001



AGENDA ITEM SUMMARY SHEET

Agenda of: February 10, 2026

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt
Kim Carmody, Director of Parks & Recreation

Sponsored by:

Spiro Cheriogotis, INACTIVE
Cory Penn, Councilmember

Purpose and Scope of Project:

Authorize a Budget Transfer from Capital Project F533-001 Herndon Sage-Turf Replacement to Capital Project F526-002 CIP Figures Park-Pool Repair & IMP in the amount of \$295,875.00

Amount of Contract:

\$295,875.00

Funding Source

ATTACHMENTS:

1. Resolution Figures Park
2. Budget transfer Figures Park

REVIEWERS:

Stacey Howard
Carleen Stout
Brenda Rhodes
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by Mayor Spiro N. Cheriogotis and Council Member Corey Penn

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$295,875.00 be reallocated from Capital Project F533-001 Herndon Sage-Turf Replacement to Capital Project F526-002 CIP Figures Park for Pool Repair & IMP.

Adopted:

City Clerk

BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM PARKS AND RECREATION DEPT. 2025

DATE OF REQUEST: 01/28/2026

BUDGET TRANSFER: ☐ (from one project to another)

DISTRICT#: 1

REQUEST: Please transfer \$ 295875

FROM CAPITAL PROJECT#: F533-001

CAPITAL PROJECT NAME: HERNDON SAGE-TURF REPLACEMENT

DEPT. PROJECT#: _____

TO CAPITAL PROJECT#: F526-002

PROJECT NAME: CIP FIGURES PARK -POOL REPAIR & IMP

DEPT. PROJECT#: _____

PURPOSE: REPAIR OF POOL AT FIGURES PARK

Signature: 
Kim Carmody (Jan 28, 2026 17:03:34 CST)

Email: kim.carmody@cityofmobile.gov

Employee signature

Signature: 
Nick Amberger (Jan 29, 2026 07:26:20 CST)

Email: nick.amberger@cityofmobile.gov

Approval signature

Created by B. Rhodes 3/15/2022

Re: Request to Reallocate Remaining Sage Herndon Turf Field Funds to Figures Pool Improvements

From Bullard, Marilyn <marilyn.bullard@cityofmobile.gov>

Date Fri 1/30/2026 3:06 PM

To Otto, Dan <dan.otto@cityofmobile.gov>; Washington, Jasmine <jasmine.washington@cityofmobile.gov>

Cc Carmody, Kim <kim.carmody@cityofmobile.gov>; Musser, Lisa <lisa.musser@cityofmobile.gov>

Thank you.



Marilyn Bullard
Fiscal Officer
Real Estate Asset Management

City of Mobile
205 Government Street
Mobile, Alabama 36602
Main (251) 208-7640
marilyn.bullard@cityofmobile.org

From: Otto, Dan <dan.otto@cityofmobile.gov>

Sent: Friday, January 30, 2026 3:06 PM

To: Bullard, Marilyn <marilyn.bullard@cityofmobile.gov>; Washington, Jasmine <jasmine.washington@cityofmobile.gov>

Cc: Carmody, Kim <kim.carmody@cityofmobile.gov>; Musser, Lisa <lisa.musser@cityofmobile.gov>

Subject: Fw: Request to Reallocate Remaining Sage Herndon Turf Field Funds to Figures Pool Improvements

Marilyn, below is the email from Council Member Penn authorizing the reallocation of funds from the Herndon Soccer project to the Figures Pool project. Copying Jasmine on this for her approval. Thanks for your help with this! Dan



Daniel Otto

Parks Superintendent
Parks and Recreation
48 N. Sage Avenue
Mobile AL 36607
Phone: (251) 208-1604
Cell: (251) 458-7747

From: Penn, Cory <council1@cityofmobile.gov>

Sent: Thursday, January 29, 2026 7:51:02 AM

To: Amberger, Nicholas <nick.amberger@cityofmobile.gov>; Carmody, Kim <kim.carmody@cityofmobile.gov>; Brown, Keysha <keysha.brown@cityofmobile.gov>

Cc: Washington, Jasmine <jasmine.washington@cityofmobile.gov>; Stout, Carleen <carleen.stout@cityofmobile.gov>

Subject: Re: Request to Reallocate Remaining Sage Herndon Turf Field Funds to Figures Pool Improvements

Good morning,

Thank you for reaching out and for the detailed overview regarding the Sage Herndon Turf Field project and Figures Pool.

I appreciate your thoughtful approach to stewarding district resources and identifying opportunities to reinvest savings where they can have meaningful community impact. Figures Pool is indeed an important asset for our residents, and maintaining a safe and high-quality aquatics facility aligns with our goals for youth programming, water safety, and family recreation.

I am supportive of this proposal.

Thank you for your continued work to enhance our community facilities.

Sincerely,
Councilman Cory Penn

Get [Outlook for iOS](#)

From: Amberger, Nicholas <nick.amberger@cityofmobile.gov>
Sent: Thursday, January 29, 2026 7:19 AM
To: Carmody, Kim <kim.carmody@cityofmobile.gov>; Penn, Cory <council1@cityofmobile.gov>; Brown, Keysha <keysha.brown@cityofmobile.gov>
Cc: Washington, Jasmine <jasmine.washington@cityofmobile.gov>; Stout, Carleen <carleen.stout@cityofmobile.gov>
Subject: RE: Request to Reallocate Remaining Sage Herndon Turf Field Funds to Figures Pool Improvements

Looping in Keysha

From: Carmody, Kim <kim.carmody@cityofmobile.gov>
Sent: Wednesday, January 28, 2026 5:00 PM
To: Penn, Cory <council1@cityofmobile.gov>
Cc: Washington, Jasmine <jasmine.washington@cityofmobile.gov>; Amberger, Nicholas <nick.amberger@cityofmobile.gov>; Stout, Carleen <carleen.stout@cityofmobile.gov>
Subject: Request to Reallocate Remaining Sage Herndon Turf Field Funds to Figures Pool Improvements

Good Evening Councilman Penn,

I hope you are doing well.

I am writing to request your support to utilize a portion of the remaining available balance within the Sage Herndon Turf Field project budget for needed improvements at Figures Pool.

The Sage Herndon fields project was budgeted at \$1,500,000 but the cost came back at \$1,100,000. Based on current cost tracking and project projections, approximately \$400,000 of the allocated funds will not be required to complete the project as designed. We are respectfully requesting that \$295,875 of this remaining balance be transferred to the Figures Pool project to address priority facility needs. Leaving the remaining \$104,125 in the Sage Herdon Project.

Figures Pool is one of our most heavily utilized aquatics facilities, supporting swim lessons, water safety programming, youth and family recreation, and summer operations for residents across the district. Several components of the facility require attention to ensure we continue providing a safe, welcoming, and operationally sound environment for the public.

This request allows us to maximize the value of existing district investment without seeking additional appropriations, while keeping the funds serving the same community the original project was intended to benefit.

I would greatly appreciate your consideration and support. I am happy to meet on site at Figures Pool to review the needs and answer any questions.



Kim Carmody

Senior Parks and Recreation Director
Parks and Recreation
48 N. Sage Avenue
Mobile Al 36607
Phone: (251) 208-1559
Cell: (251) 529-1652



AGENDA ITEM SUMMARY SHEET

Agenda of: February 10, 2026

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

Spiro Cheriogotis, Mayor

Purpose and Scope of Project:

Authorize Professional Services Contract with S3 Technologies, LLC for the maintenance of courtroom audiovisual equipment

Amount of Contract:

not to exceed \$35,000.00 annually; initial 3 year term

Funding Source

10049000 / 42140 City Hall Overhead - Miscellaneous Services

ATTACHMENTS:

1. Resolution S3 Technologies, LLC
2. S3 Technologies Professional Services Contract.2026

REVIEWERS:

Patricia Primm
Donna Bryars
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by: Mayor Spiro 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, the Agreement for Professional Services Contract between the City of Mobile and S3 Technologies, LLC, for maintenance and repair services of courtroom audiovisual technology systems not to exceed \$35,000.00 annually, attached hereto or one with wording substantially similar, and made apart hereof, as though set forth in full. A copy of said Agreement is on file in the office of the City Clerk.

ATTEST

City Clerk



**Professional Services Contract
City of Mobile**

AGREEMENT

This Professional Services Contract (sometimes hereinafter "Agreement") made and entered into as of the date of execution, by and between **THE CITY OF MOBILE**, a Municipal Corporation of the State of Alabama (hereinafter referred to as the "City") and S3 Technologies, LLC, and Alabama limited liability company (hereinafter "Contractor"), as follows:

WHEREAS, the City entered into an agreement with Atlantic Video Corporation for the installation and maintenance of audiovisual technologies in the municipal, district, and Circuit courtrooms, and the Mobile County Metro Jail on March 18, 2022.

WHEREAS, the City is currently in need of ongoing repair and maintenance services for its courtroom audiovisual technology systems; and

WHEREAS, the specialized nature of the services required does not fall within any current classification of the Mobile County Personnel Board, making it appropriate to secure such services by independent contract; and

WHEREAS, the Contractor is uniquely qualified and has expertise in the maintenance and repair of audiovisual systems; and

WHEREAS, City desires to engage this Contractor, due to the Contractor's high degree of professional skill, competence, and personality especially suited to provide said services upon the following terms and conditions.

NOW THEREFORE, City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

- A. The professional services to be performed by the Service Provider under this Agreement ("Services") for City of Mobile are described in Exhibit A, which are attached hereto and incorporated herein.

- B. Contractor's services shall not include replacement of defective equipment or installation of system upgrades or new systems.
- C. The Contractor shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent professional practicing under the same or similar circumstances and as expeditiously as is prudent considering the ordinary professional skill and care of such profession
- D. The Contractor shall direct all questions and communications related to this Contract to Deborah McGowin, Director of Courts, who shall serve as the Contractor's primary point of contact on behalf of the City.

II. TERM OF AGREEMENT

This Contract shall commence upon execution by both the City and the Contractor and shall continue for a period of three (3) years (the "Initial Term"), unless earlier terminated in accordance with this Contract.

The Contract may be renewed for one (1) additional one-year term only, at the sole discretion of the City, subject to (i) the availability of funding, (ii) the Contractor's satisfactory performance, and (iii) the mutual written agreement of the parties.

III. COMPENSATION

The City agrees to pay the Contractor an annual fee of Thirty-Five Thousand Dollars and 00/100 (\$35,000.00), payable in one lump-sum payment invoiced after execution for the first year, then invoiced on the anniversary date of execution for the remainder of the Term. The City shall remit payment to the Contractor within thirty (30) business days of receipt of an invoice.

IV. METHOD OF PAYMENT

- A. Payments shall be made via direct deposit to a banking institution designated by the Contractor.

V. ADDITIONAL SERVICES

- A. Any remaining manufacturer or vendor warranty shall apply to the equipment only. Labor required to decommission or commission the system in connection with any warranty claim shall constitute additional services and require the City's prior written authorization for any additional compensation of services requested to the Contractor.
- B. If the Contractor requires access to restricted areas and such access necessitates additional labor resources resulting in additional compensation, any such services and fees must be authorized in writing by the City prior to performance.

- C. In the event the Contractor provides services necessitated by equipment failure that renders the audiovisual system non-functional, and such services require additional compensation, any associated fees shall be subject to the City's prior written approval.
- D. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.
- E. 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 an amended fee schedule to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon in writing by the City before the 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.

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 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.
- B. The Contractor expressly acknowledges and agrees that it is not providing, and shall not provide, any design, architectural, engineering, or other professional design services under

this Contract. The Contractor further represents that it is not a design professional within the meaning of § 41-9A-3, Ala. Code 1975, and that no design-professional standard of care shall apply to the services performed pursuant to this Contract.

All services performed by the Contractor shall be limited to non-design services and shall be performed in accordance with the express requirements of this Contract, and not pursuant to any heightened professional standard of care applicable to licensed design professionals.

- C. Contractor shall not be held liable for previously installed equipment defects, failures, or malfunctions. Responsibility for replacement parts, upgrades, or manufacturer warranty claims rests solely with City.
- D. This section of the Agreement will survive the expiration or termination of the Agreement.

VII. CONTRACTOR'S INSURANCE.

A. **INSURANCE-** For the duration of this Agreement, Contractor shall maintain the following minimum amounts for each Project:

1. Professional Liability Insurance:

Professional Liability Insurance 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 Contractor.

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.

B. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule) .

1. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
2. Additional Insured - All policies of insurance, except Workers Compensation and Professional Liability Insurance, shall be endorsed to name City of Mobile as an Additional Insured.
3. Primary Insurance - All policies of insurance, except Workers Compensation and Professional Liability Insurance, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.
4. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.
5. Certificates of Insurance - General - Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

- A. The Contractor agrees to respond to communication from the City within three (3) working days unless a shorter response time is specified by the City.
- B. 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.
- C. The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor.

IX. FORCE MAJEURE

- A. 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.

X. OBLIGATIONS OF CITY

- A. City shall designate a Department Head(s) or other person to act as City's representative with respect to this Agreement, as set out herein above. Such person(s) will have the authority to transmit instructions, receive information, and interpret and define the 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.
- D. The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.
- E. The City may issue temporary credentials or access badges to the Contractor solely for the purpose of performing the services under this Contract.

XI. 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. In the event of such termination, the City shall pay, and the Contractor shall accept as full and final compensation, payment only for services actually performed and satisfactorily completed prior to the effective date of termination. No early-termination fees, penalties, or minimum payment guarantees shall apply.
- B. 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.

- C. In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience.
- D. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the 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. If the Contractor abandons performance under this Contract, the City may terminate this Contract upon three (3) calendar days' written notice to the Contractor. Payment, if any, shall be limited to services actually performed and satisfactorily completed prior to abandonment, subject to the City's right to withhold amounts necessary to address deficiencies, damages, or incomplete work.

XII. DISPUTE RESOLUTION

- A. 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.
- B. Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement.
- C. 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.

XIII. NOTICES

- A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project, is The Director of Courts, or the Director's designated representative.
- B. Any notices of default or termination shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:
City of Mobile
Municipal Courts
c/o Deborah McGowin
As: Director of Courts
Mailing Address
PO Box 2446
Mobile, AL 36652

CONTRACTOR:
S3 Technologies
ATTN:
2866-C Dauphin Street
Mobile, AL 36606

Copy to:
City Attorney
City of Mobile Legal Department
P.O. Box 1827
Mobile, AL 36633-1827

- C. Any change in the City's Representative or the Contractor's Representative will be promptly communicated by the party making the change.

XIV. 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 communicate adequately with the City regarding progress or issues, 6) unauthorized assignment or transfer of the contract without prior written consent from the City, 7) failure to correct deficiencies after receiving written notice from the City, 8) misrepresentation or falsification of information provided during performance, 9) failure to maintain required insurance coverage , 10) unauthorized use of City property, equipment, or resources, 11) violation of confidentiality or data protection requirements outlined in the contract, 12) failure to provide required reports, documentation, or certifications, 13) failing to comply with written directives from the City to correct specific issues or deficiencies, 14) failure to maintain adequate security measures for sensitive information or physical assets.

XV. EFFECT OF DEFAULT

- A. Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Contractor for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by 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 material,

and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

XVI. 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.

XVII. 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.

XVIII. 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 Alabama Code 41-16-5.

XIX. 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.

XX. COMPLIANCE WITH IMMIGRATION LAW

- A. By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Alabama Code (1975) Section 31-13-9, if 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.

XXI. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.
- C. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.
- D. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.
- E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.
- F. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- G. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.
- I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- J. Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L. **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.

- M. **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.
- N. **Binding Effect.** The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.
- O. **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.
- P. **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.
- Q. **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.
- R. **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.
- S. **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.
- T. **Non-Assignment.** The City and Contractor each bind itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this agreement. The contractor shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the City, which such consent shall be granted or denied solely at the City's sole discretion.

- U. This Agreement is the final expression of the agreement between the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements. No representations, warranties, or stipulations, either oral or written, are not contained herein.

[Signature page to follow]

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year first written.

CONTRACTOR,
S3 Technologies, LLC

By: _____ Date: _____

Print Name: _____

ACKNOWLEDGEMENT

The State of _____}
_____ County}

I, _____, a Notary Public, in and for said County in said State, hereby certify that _____, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, with full authority, executed the same voluntarily.

Given under my hand this the _____ day of _____, 20__

(Seal)

Notary Public

CITY OF MOBILE, A Municipal Corporation

BY: _____
Spiro N. Cheriogotis, Mayor

Date: _____

ATTEST:

City Clerk

Date: _____

EXHIBIT A

S3 TECHNOLOGIES SCOPE OF WORK

The Contractor shall provide routine maintenance, operational support, and setup services for audiovisual (“AV”) systems previously installed and integrated in designated court facilities. All services under this Scope of Work shall be limited to the AV systems installed by Atlantic Video Corp. and shall not include new installations, system expansions, or upgrades unless expressly authorized in writing by the City.

1. Covered Locations

Services shall be provided solely for the following locations:

- a. Circuit Courtrooms:
8100, 8200, 8600, 6100, 6200, 6300, 6400, 6500, 6600
- b. District Courtrooms:
4100, 4200, 4300, 4400, 4500, 4600
- c. Domestic Relations Courtrooms:
2500, 2600
- d. Municipal Courtrooms:
Courtrooms A, B, and C
- e. Mobile County Metro Jail Zoom System

2. Services Included

The Contractor shall provide the following services within the scope of existing AV systems:

- Routine system inspections and operational checks
- Troubleshooting and diagnostic support for AV system issues
- Setup and operational support related to courtroom proceedings and hearings
- Labor necessary to address performance issues within the scope of previously integrated AV systems

3. Service Hours

All labor under this Scope of Work shall be performed during standard business hours, defined as Monday through Friday, 8:00 a.m. to 4:00 p.m., excluding City-recognized holidays, unless

otherwise approved in writing by the City.



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 10, 2026

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Authorize Agreement with Distinguished Young Women Foundation for operational expenses; \$65,000.00 (sponsored by Mayor Cheriogotis) (submitted by Donna Bryars, Finance Dept.)

Amount of Contract:

\$65,000.00

Funding Source

General Fund

ATTACHMENTS:

1. Resolution - DYWF
2. Performance Contract - DYWF

REVIEWERS:

Tiffany Levy
Donna Bryars
Donna Bryars
Cherlina Monteiro
James Barber

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Performance Contract with the Distinguished Young Women Foundation, in the amount of \$65,000.00 in support of operational expenses 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

STATE OF ALABAMA)

COUNTY OF MOBILE)

PERFORMANCE CONTRACT

THIS PERFORMANCE CONTRACT (sometimes hereinafter "Agreement") made and entered into by and between the City of Mobile, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City"), and **DISTINGUISHED YOUNG WOMEN FOUNDATION**, a not-for-profit corporation organized and existing under the laws of the State of Alabama (sometimes hereinafter "Contractor"), agree as follows:

WHEREAS the Contractor's mission is to positively impact the lives of young women by providing a transformative experience that promotes and rewards scholarship, leadership and talent; and,

WHEREAS the City desires to engage Contractor to provide said services.

NOW, THEREFORE,

WITNESSETH:

That the City, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the Contractor, and other good and valuable consideration, the receipt sufficiency of all of which is hereby acknowledged, does hereby covenant and agree as follows:

City hereby agrees to pay the Contractor the sum of **SIXTY-FIVE THOUSAND DOLLARS (\$65,000.00)**, payable for the period from the execution of this Agreement to **September 30, 2026**. Said funds will be disbursed in a single payment in the amount of **SIXTY-FIVE THOUSAND DOLLARS AND 00/100 (\$65,000.00)**.

Contractor agrees that it shall be totally responsible for and shall have exclusive control over the management and disbursement of all such monies received from the City, and that all monies received under this Agreement shall be used only for the purpose of operating expenses.

The Contractor shall provide to City's Accounting Department an activity report and financial statements upon the completion of its services performed under this Agreement. Additionally, Contractor agrees to permit at all reasonable times and places an audit of its books and records by City's duly authorized representatives.

Notwithstanding any of the provisions of this City bet, it is agreed that the City has no financial interest in the business of the Contractor, and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint ventures or otherwise interested in the assets of the Contractor, or sums earned or derived by the Contractor, nor shall Contractor at any time or times use the name or credit of the City in

purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.

Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be the 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 the 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 manner in which services by the Contractor, provided for herein, are performed, but on the contrary, the Contractor shall be wholly responsible therefor.

Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this 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.

The Contractor hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.

The Contractor agrees that upon violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of the Contractor, the City may, at its option, terminate and cancel this Agreement.

The Contractor agrees that it will comply with Title 6 of the Civil Rights Act of 1964 assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin or disability, in connection with federally funded programs.

In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of an attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, 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.

The Contractor agrees and understands that the funding of this Agreement is solely provided from the **City's General Fund**. If, at any time during the City's fiscal year, City's actual revenues decrease below that amount which has been projected by the City to sustain the operating budget of the City, this Agreement may be declared null and void and no liability shall accrue to any party hereto. Notwithstanding any of the other provisions contained in this Agreement, City shall maintain the right to terminate this Agreement upon proper notice, which shall be in writing and shall be provided to the Contractor at least thirty (30) days prior to the intended date of cancellation.

For the term of this Agreement, the Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured***, and shall attach to this contract, as proof thereof, a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

- a. General Liability Insurance - public liability including premises, products and complete operations.
 - (1) Bodily injury liability:
\$250,000 each person
\$500,000 each occurrence
 - (2) Property damage liability - \$100,000 each occurrence

Or, (in lieu of (1) and (2) above)
 - (3) Bodily injury and property damage combined -
\$500,000 per occurrence
- b. Comprehensive - Automobile Liability Insurance including owned, non-owned, and hired vehicles.
 - (1) Bodily injury liability:
\$250,000 each person
\$500,000 each occurrence
 - (2) Property damage liability \$100,000 each occurrence

Or, (in lieu of (1) and (2) above)
 - (3) Bodily injury and property damage combined -
\$500,000 per occurrence
- c. Workers' Compensation/Employer's Liability: (when required by statute)
 - (1) Workers' Compensation insurance in the amounts required by all application laws, rules, regulations of the state of Alabama.

Said insurance coverage shall be Primary and Non-contributory, waiver of subrogation shall apply in favor of City with respect to all policies and no policy will be altered or terminated unless City shall be given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.

Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorizations and assurances necessary in order to abide by the terms of this Agreement.

The contractor agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. Compliance shall be evidenced by the Contractor's documentation of enrollment in the E-Verify Program. 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 with 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.

By signing this contract, the Contractor, represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the state of Alabama can enjoy open trade.

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.

Contractor's signatory below represents that she or he has all requisite power and authority to execute and deliver this Agreement on behalf of Contractor and to sufficiently legally bind Contractor to perform its obligations hereunder.

I declare under penalty of perjury that all facts, figures, reports, budgets, request and supporting documentation submitted to procure public funds are true and correct. I further declare that I do so with a continued obligation to supplement said information.

If the certificate of insurance referenced in this agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it will not purchase or obtain any vehicles during the term of this Agreement.

CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

City of Mobile is included as an Additional Insured with respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not as to third parties or to anyone, a waiver of any defense of immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising from this Agreement.

All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City:

**City Clerk
City of Mobile
Post Office Box 1827
Mobile, AL 36633-1827**

**Copy to: City of Mobile Finance Department
Post Office Box 1827
Mobile, AL 36633-1827**

**And to Contractor: Distinguished Young Women Foundation
751 Government Street
Mobile AL 36602
ATTN: Carole Hegwood**

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.

Contractor and the City enter this Agreement for their mutual benefit and not for the benefit of any third parties.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day and year first written.

**DISTINGUISHED YOUNG WOMEN
FOUNDATION**

BY Carole Hegwood

PRINT NAME: Carole Hegwood

ITS: Executive Director

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that Carole Hegwood whose name as Executive Director of **DISTINGUISHED YOUNG WOMEN FOUNDATION**, a non-profit corporation, is signed to the foregoing Performance Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Performance Contract, (s)he, as such officer and with full authority executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the 26th day of January, 2026

Odetta Woods Stutts
Notary Public

State of Alabama At-Large

My Commission Expires: March 2, 2026

(SEAL)



CITY OF MOBILE, A Municipal Corporation

BY _____
Spiro Cheriogotis, Mayor

ATTEST:

BY _____
Its City Clerk



DISTYOU-01

JHENDREN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/8/2025

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 Thames Batre' Insurance PO Box 6989 Mobile, AL 36660	CONTACT NAME: Lucy Kirby, AAI	
	PHONE (A/C, No, Ext): FAX (A/C, No):	
	E-MAIL ADDRESS: lucy@thamesbatre.com	
INSURED Distinguished Young Women Foundation 751 Government St Mobile, AL 36602	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: AmGUARD Insurance Company	42390
	INSURER B: Safety National Casualty Corp.	15105
	INSURER C: AI Retail Comp	
	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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	X	X	C1GP608410	10/13/2025	10/13/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 ABUSE \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	X	X	C2GP605716	10/13/2025	10/13/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ OCCUR ☒ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	X	X	C3GP603386	10/13/2025	10/13/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		X	PRE4004287	1/1/2025	1/1/2026	☒ PER STATUTE ☐ OTH-ER E L EACH ACCIDENT \$ 2,000,000 E L DISEASE - EA EMPLOYEE \$ 2,000,000 E L DISEASE - POLICY LIMIT \$ 2,000,000
C	Workers Compensation			3607801	1/1/2025	1/1/2026	Per Statute

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers' Compensation coverage is limited to the provisions of the Workers' Compensation Act of Alabama

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER

CANCELLATION

City of Mobile PO Box 1827 Mobile, AL 36633	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

ACORD 25 (2016/03)

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AGENDA ITEM SUMMARY SHEET

Agenda of: February 10, 2026

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Authorize Right of Way Deed between Mobile Airport Authority and City of Mobile for Michigan Avenue to Raven Drive

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Right-of-Way Deed MAA 02052026
2. RESOLUTION.Right of Way.MAA

REVIEWERS:

Patricia Primm
Cherlina Monteiro
James Barber

RIGHT-OF-WAY DEED

STATE OF ALABAMA)

COUNTY OF MOBILE)

KNOW ALL MEN BY THESE PRESENTS that the undersigned, **MOBILE AIRPORT AUTHORITY**, a domestic nonprofit corporation, the Grantor, in and for the consideration of Ten Dollars (\$ 10.00), and other good and valuable consideration, in hand paid by the **City of Mobile, A Municipal Corporation**, the receipt whereof being hereby acknowledged, and for the benefit which will accrue to the neighborhood, to the public generally and to Grantor's property, the undersigned Grantor, does hereby Give, Grant, Bargain, Sell and Convey unto the said City of Mobile, the Grantee, its successors and assigns, a right of way hereinafter described, being of variable width as shown on Exhibit "B" over and across the lands of the undersigned for a public road, and full and free right, liberty, and authority to enter upon and to construct, operate, and maintain such public road, as follows, to-wit:

**SEE "EXHIBIT A" ATTACHED HEREIN
AS SHOWN ON "EXHIBIT B"**

The property is conveyed subject to all existing utility, drainage easements, rights-of-way, zoning restrictions and to all prior reservations and conveyances of oil, gas and other minerals and mineral rights in, on and under the property and to any and all matters of record affecting title to or use of the property, or which would be shown by an accurate survey or are visible on the surface of the property.

TOGETHER WITH ALL AND SINGULAR the rights, members, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining;

TO HAVE AND TO HOLD the same unto the said City of Mobile, a municipal corporation, its successors and assigns, forever in fee simple, for public road purposes. And for and in consideration of the above, the Grantor hereby releases said City of Mobile from all consequential damages, present or prospective to the property of the Grantor, arising out of construction, maintenance, or repair of said road.

AND except as to the above, the Grantor, for themselves, their successors and assigns, hereby covenant with the Grantee, its successors and assigns, that they are seized of an indefeasible estate in and to said property, that said property is free and clear from any and all encumbrances not hereinabove mentioned, and that they do hereby **WARRANT** and **WILL FOREVER DEFEND** the title of said property against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the undersigned have set our hand and seal, this the 20th day of November, 2025.

OWNERS: Mobile Airport Authority, a domestic nonprofit corporation

By: 
George Anderson Wilson

As its: Executive Director

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that George Anderson Wilson whose name as Executive Director of the Mobile Airport Authority, a domestic nonprofit corporation, signed the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as Executive Director and with full authority, executed the same voluntarily for and as the act of said company, on the day the same bears date.

Given under my hand and official seal this the 20th day of November, 2025.

Elizabeth Andrews Cumlander
Notary Public, State of Alabama

My Commission Expires: _____



This Instrument prepared by:
City of Mobile
Real Estate Department
P.O. Box 1827
Mobile, AL 36633

GRANTEE
City of Mobile
Real Estate Dept
P.O. Box 1827
Mobile, AL 36633

GRANTOR
Mobile Airport Authority
1891 Ninth Street
Mobile, AL 36615

PROPERTY ADDRESS
Vacant Land

"EXHIBIT A"

REQUIRED RIGHT OF WAY LEGAL DESCRIPTION:

COMMENCING AT A 4 INCH ROUND CONCRETE MONUMENT LOCATED AT THE SOUTHWEST CORNER OF LOT B TRAVEL QUARTERS SUBDIVISION AS RECORDED IN MAP BOOK 91 AT PAGE 47, THENCE S 56°25'31" W A DISTANCE OF 77.72 FEET TO A PK NAIL FOUND "WATTIER 20364 PLS" AND THE **POINT OF BEGINNING**;

THENCE N 78°06'47" W A DISTANCE OF 107.37 FEET TO A 5/8" CAPPED REBAR SET (CA-1106-LS);

THENCE N 11°55'36" E A DISTANCE OF 100.00 FEET TO A 5/8" CAPPED REBAR SET (CA-1106-LS);

THENCE S 78°04'24" E A DISTANCE OF 11.93 FEET TO A 5/8" CAPPED REBAR SET (CA-1106-LS);

THENCE ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 78.54 FEET, RADIUS OF 50.00 FEET, CHORD BEARING OF N 56°55'36" E FOR A DISTANCE OF 70.71 FEET TO A 5/8" CAPPED REBAR SET (CA-1106-LS);

THENCE N 11°55'36" E A DISTANCE OF 342.44 FEET TO A 5/8" CAPPED REBAR SET (CA-1106-LS);

THENCE ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 413.71 FEET, RADIUS OF 1030.00 FEET, CHORD BEARING OF N 00°25'12" E FOR A DISTANCE OF 410.94 FEET TO A 5/8" CAPPED REBAR SET (CA-1106-LS);

THENCE ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 201.51 FEET, RADIUS OF 815.00 FEET, CHORD BEARING OF N 18°10'12" W FOR A DISTANCE OF 201.00 FEET TO A 5/8" CAPPED REBAR SET (CA-1106-LS);

THENCE N 64°44'48" E A DISTANCE OF 100.00 FEET TO A 5/8" CAPPED REBAR SET (CA-1106-LS);

THENCE ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 87.02 FEET, RADIUS OF 60.00 FEET, CHORD BEARING OF S 67°15'18" E FOR A DISTANCE OF 79.59 FEET TO A 5/8" CAPPED REBAR SET (CA-1106-LS);

THENCE N 71°11'48" E A DISTANCE OF 192.46 FEET TO A 5/8" CAPPED REBAR SET (CA-1106-LS);

THENCE ALONG A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 238.38 FEET, RADIUS OF 567.00 FEET, CHORD BEARING OF N 83°14'27" E FOR A DISTANCE OF 236.63 FEET TO A 5/8" CAPPED REBAR SET (CA-1106-LS);

THENCE ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 87.39 FEET, RADIUS OF 60.00 FEET, CHORD BEARING OF N 53°33'30" E FOR A DISTANCE OF 79.87 FEET TO A 5/8" CAPPED REBAR SET (CA-1106-LS) ON THE WEST RIGHT OF WAY(R/W) LINE OF MICHIGAN AVENUE (RIGHT OF WAY VARIES);

THENCE S 11°49'53" W ALONG SAID WEST R/W LINE FOR A DISTANCE OF 236.70 FEET TO A 5/8" CAPPED REBAR SET (CA-1106-LS) ON THE WEST R/W LINE OF MICHIGAN AVENUE;

THENCE LEAVING SAID R/W LINE AND ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 87.50 FEET, RADIUS OF 60.00 FEET, CHORD BEARING OF N 29°56'40" W FOR A DISTANCE OF 79.95 FEET TO A 5/8" CAPPED REBAR SET (CA-1106-LS);

THENCE ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 129.09 FEET, RADIUS OF 242.00 FEET, CHORD BEARING OF N 87°00'05" W FOR A DISTANCE OF 127.56 FEET TO A 5/8" CAPPED REBAR SET (CA-1106-LS);

THENCE ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 53.15 FEET, RADIUS OF 467.00 FEET, CHORD BEARING OF S 74°27'26" W FOR A DISTANCE OF 53.12 FEET TO A 5/8" CAPPED REBAR SET (CA-1106-LS);

THENCE S 71°11'48" W A DISTANCE OF 192.46 FEET TO A 5/8" CAPPED REBAR SET (CA-1106-LS);

THENCE ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 87.46 FEET, RADIUS OF 60.00 FEET, CHORD BEARING OF S 29°26'08" W FOR A DISTANCE OF 79.92 FEET TO A 5/8" CAPPED REBAR SET (CA-1106-LS);

THENCE ALONG A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 19.78 FEET, RADIUS OF 915.00 FEET, CHORD BEARING OF S 11°42'22" E FOR A DISTANCE OF 19.78 FEET TO A 5/8" CAPPED REBAR SET (CA-1106-LS);

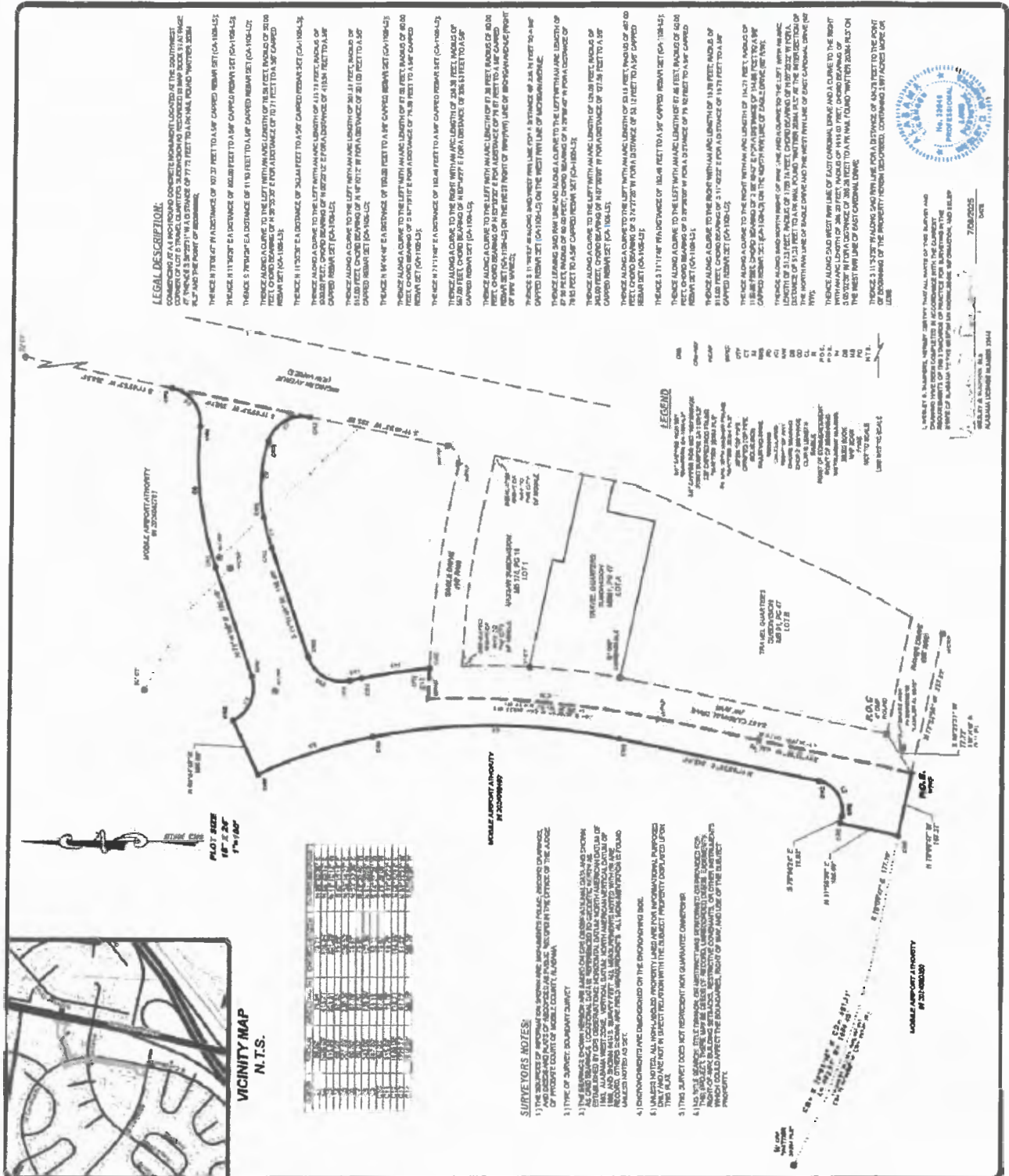
THENCE ALONG A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 114.71 FEET, RADIUS OF 1130.00 FEET, CHORD BEARING OF S 08°10'43" E FOR A DISTANCE OF 114.66 FEET TO A 5/8" CAPPED REBAR SET (CA-1106-LS) ON THE NORTH R/W LINE OF EAGLE DRIVE (60' R/W);

THENCE ALONG SAID NORTH RIGHT OF WAY LINE AND A CURVE TO THE LEFT WITH AN ARC LENGTH OF 51.23 FEET, RADIUS OF 1789.74 FEET, CHORD BEARING OF N 88°25'32" W FOR A DISTANCE OF 51.23 FEET TO A PK NAIL FOUND "WATTIER 20364 PLS" AT THE INTERSECTION OF THE NORTH R/W LINE OF EAGLE DRIVE AND THE WEST R/W LINE OF EAST CARDINAL DRIVE (60' R/W);

THENCE ALONG SAID WEST R/W LINE OF EAST CARDINAL DRIVE AND A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 386.20 FEET, RADIUS OF 1615.03 FEET, CHORD BEARING OF S 05°02'58" W FOR A DISTANCE OF 385.28 FEET TO A PK NAIL FOUND "WATTIER 20364 PLS" ON THE WEST R/W LINE OF EAST CARDINAL DRIVE;

THENCE S 11°53'50" W ALONG SAID R/W LINE FOR A DISTANCE OF 434.75 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED, CONTAINING 2.997 ACRES MORE OR LESS.

“EXHIBIT B”

[illegible]

RESOLUTION

Sponsored by Mayor Spiro Cheriogotis and Council Member C.J. Small

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the City hereby accepts the following Right-of-Way Deed, as needed from the Mobile Airport Authority to the City of Mobile, Michigan Avenue to Raven Drive.

1. Right-of-Way Deed for Public Road from Mobile Airport Authority to City of Mobile, Michigan Avenue to Raven Drive.

SAID DOCUMENT is by reference made a part of this resolution as fully as set forth herein and copies will be on file in the office of the City Clerk and in the office of the Real Estate Department, and in the office of City Engineering of the City of Mobile.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of: February 10, 2026

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Authorize Resolution Establishing Temporary Compliance Period for Consumable Hemp Retail Locations

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Hemp resolution

REVIEWERS:

Patricia Primm

Cherlina Monteiro

James Barber

**A RESOLUTION ESTABLISHING A TRANSITIONAL COMPLIANCE PERIOD AND
LOCAL COUNCIL APPROVAL PROCESS FOR CONSUMABLE HEMP RETAIL
LOCATIONS**

Sponsored by: Spiro N. Cheriogotis

WHEREAS, Code of Ala. §28-12-45 requires that consumable hemp products may be sold only by retailers licensed by the Alabama Alcoholic Beverage Control Board (“ABC Board”);

WHEREAS, the ABC Board’s regulations require applicants for a consumable hemp retailer license to obtain approval from the local governing body of the municipality in which the proposed licensed premises are located;

WHEREAS, certain businesses within the City of Mobile were operating prior to the effective date of the state licensing framework and are now required to transition into compliance; and

WHEREAS, the City Council desires to allow an orderly transition into compliance while exercising its local approval authority consistent with public health, safety, and welfare, and without authorizing any sale of consumable hemp products except as permitted under Alabama law and ABC licensure requirements.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
MOBILE, ALABAMA, THAT:**

Section 1. No Authorization of Unlicensed Sales

Nothing in this Resolution shall be construed as authorizing the sale of consumable hemp products without a valid license issued by the Alabama Alcoholic Beverage Control Board.

Section 2. Transitional Enforcement Discretion

For a period of ninety (90) days from the effective date of this Resolution, the City may exercise enforcement discretion, on a case-by-case basis, with respect to businesses that sold consumable hemp products prior to January 1, 2026.

Such enforcement discretion may be considered only where the business:

1. Submits a complete application for an ABC consumable hemp retailer license within the transitional period;
2. Maintains written proof of such application on the premises; and

3. Remains in compliance with all other applicable City requirements.

This transitional period creates no vested right or entitlement and may be revoked upon denial of licensure, failure to pursue licensure, or concerns related to public safety or compliance as determined by the City.

Section 3. Council Approval of Local Consent

As required by state law, local approval of the proposed licensed premises for purposes of ABC consumable hemp licensure shall be subject to approval by the City Council.

In determining whether to grant local consent, the City Council may consider whether the proposed location is appropriate and consistent with the public health, safety, and welfare of the City. The following factors are intended to guide the Council's discretionary review and do not create a checklist, entitlement to approval, or limitation on the Council's authority under state law.

- zoning and land-use compliance;
- the character of the surrounding area and compatibility with nearby uses;
- code enforcement and compliance history at the location;
- public safety, traffic, or operational impacts; and
- any other site-specific factors relevant to municipal oversight.

Upon Council approval, the appropriate City official is authorized to issue the local approval letter required for ABC licensure.

Section 4. No Municipal License Created

This Resolution does not create a City license or permit for the sale of consumable hemp products and does not alter the licensing authority of the Alabama Alcoholic Beverage Control Board.

Section 5. Effective Date

This Resolution shall become effective upon adoption.

ADOPTED:

City Clerk

R E S O L U T I O N

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

Adopted:

City Clerk

**NOTICE OF HEARING ON PROPOSED CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY TO OPERATE
A SHUTTLE SERVICE**

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Favor Residential Care to operate a Shuttle service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on February 24, 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

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 Favor Residential Care for a Certificate of Public Convenience and Necessity to operate a Shuttle service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

City Clerk



APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Abraham Brown 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:

Abraham Brown - Favor Residential Care

Business Address: Favor Residential Care / 3310 Lacoste Rd Mobile, AL, 36618

Telephone: _____ Trade Name: _____

Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: _____ SSN: _____

Residence Address: _____

Address _____ City _____ State _____ Zip code _____

Telephone Numb _____ Driver's License #: _____

Residing in Mobile County: Years: 61 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 # _____)

CITY CLERK DEPARTMENT
2026 JAN 16 PM 3:51

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) _____



APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Sharon Brown individually or on behalf of Favor Residential Care, 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.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Sharon Brown / Favor Residential Care, LLC

Business Address:

Telephone: 61

Business Inform

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: _____ N: _____

Residence Address: _____

Address _____ City _____ State _____ Zip code _____

Telephone Number _____ Driver's License #: _____

Residing in Mobile County: Years: 25 Months: _____

U.S. Citizenship: Yes X No _____

I attest, under penalty of perjury that I am:

X 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 _____ Other: (please specify) _____

Business Address: _____

(If different from address above, please specify)

CITY CLERK DEPARTMENT
2026 JAN 16 PM 3:50



C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.

Name	Title	Address	Amount of Stock Held (if any)
Abraham Brown	CEO	3310 Lacoste Rd	
Abraham Brown - Sharon Brown	CEO		

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
N/A				

Part III. Vehicle/Carriage Information:
Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☒ Shuttle ☒ Horse Drawn Carriage ☐ Other ☐

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? 7 days 8-5

How many vehicles (carriages) do you intend to operate? 3
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:
Make: Toyota Year: 2026 Model: Grand Highlander
Make: _____ Year: _____ Model: _____
Make: _____ Year: _____ Model: _____

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:



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.

Abraham Brewer
Applicant's Signature

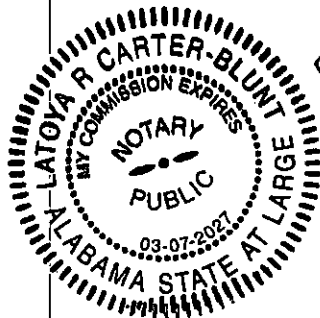
NAME OF ENTITY:

Favor Residential Care LLC

By: _____
Its _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS

15th DAY OF January, 2026



Latoya R. Carter-Blunt
Notary Public



I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;
2. All of the foregoing statements are true and correct to the best of my knowledge;
3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;
4. I have read and understand Chapter 59 of the Mobile City Code;
5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.



Applicant's Signature

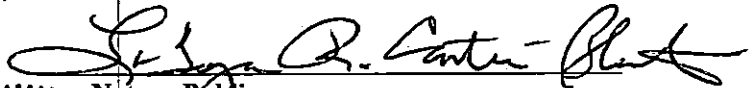
NAME OF ENTITY:

FAVOR RESIDENTIAL CARE LLC

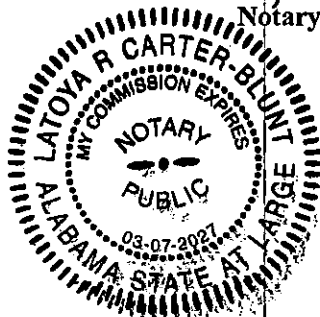
By: _____
Its _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS

15th DAY OF JANUARY, 2026



Notary Public



Personal Data Report

NOT VALID WITHOUT
EMBOSSSED SEAL
OF THE MOBILE
POLICE DEPARTMENT

General Descriptors

Name: BROWN, ABRAHAM U

Address:

Nick Name:

Phone:

Race: B - BLACK/AFRICAN
AMERICAN

DOB:

Sex: M

Age: 61

Weight: 190

Eyes: BROWN

Height: 5'11"

Facial:

Hair: BLACK

Ethnic: NON HISPANIC/NON LATINO

Email1:

Email2:

Alt.
Address:

Danger
Desc:

Identifying Numbers

DL State: AL

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: Spence Asch

DATE: 1/15/26

Personal Data Report

NOT VALID WITHOUT
EMBOSSSED SEAL
OF THE MOBILE
POLICE DEPARTMENT

General Descriptors

Name: BROWN, SHARON CAMPBELL

Address:

Nick Name:

Phone:

Race: B - BLACK/AFRICAN
AMERICAN

DOB:

Sex: F

Age: 60

Weight: 160

Eyes: BROWN

Height: 5'02"

Facial:

Hair: BROWN

Ethnic: NON HISPANIC/NON LATINO

Email1:

Email2:

Alt.
Address:

Danger
Desc:

Identifying Numbers

DL State: AL

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: Savere Adams

DATE: 1/15/26