



AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, March 10, 2026, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Rev. Keith Myrick, Public Safety Chaplain

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. APPROVAL OF MINUTES

March 3, 2026

7. COMMUNICATIONS FROM THE MAYOR

8. ADOPTION OF THE AGENDA

9. APPEALS

Request of Ashley Muller for a waiver of the Noise Ordinance at 2401 Spring Hill Avenue on March 28, 2026, from 4:00 p.m. - 9:00 p.m. (District 1).

Request of Blacklawn Street Association for a waiver of the Noise Ordinance at Blacklawn Street on May 9, 2026, from 6:00 p.m. - 10:00 p.m. (District 2).

Request of HOPE for All Gulf Coast for a waiver of the Noise Ordinance at 109 Government Street on May 16, 2026, from 8:00 a.m. - 12:00 p.m. (District 2).

Request of Lucile Ladd for a waiver of the Noise Ordinance at 2071 Venetia Road on April 25, 2026, from 5:00 p.m. - 11:00 p.m. (District 3).

Request of Michael McMenamin for a waiver of the Noise Ordinance at 2302 Airport Boulevard on April 11, 2026, from 5:00 p.m. - 7:00 p.m. (District 5).

Request of Corey Harvard for a waiver of the Noise Ordinance at Medal of Honor Park on March 22, 2026, from 1:00 p.m. - 4:00 p.m. (District 6).

Request of Lorena Camilleri for a waiver of the Noise Ordinance at Medal of Honor Park on April 25, 2026, from 2:30 p.m. - 4:30 p.m. (District 6).

10. PUBLIC HEARINGS

Public hearing to consider the rezoning of property located at 1724 Michigan Avenue from B-2 to B-5 (District 3).

Public hearing to declare the structure at 1861 LaSalle Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 3150 Riverside Drive a public nuisance and order it demolished (District 3).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Sydney Cramer, Mobile Arts Council - present Alex Lofton, Mobile's new Poet Laureate.

Estella Trotter - failure of the City to provide mandated oversight to Mobile Housing Authority.

Apostle Valenia Green - mental health awareness.

Aven Warner - concerns about removal of Heritage Oak in Taylor Park.

Rodney Toomer - present a program to curb youth violence.

12. ORDINANCES HELD OVER

64-009 Consider rezoning property located at 7211 and 7221 Cottage Hill Road from R-1 to R-3 (sponsored by Councilmember Woods).

14-012 Amend Section 14-3 of the Mobile Municipal Code to authorize settlements in an amount under \$15,000.00 (sponsored by Mayor Cheriogotis) (submitted by Ricardo Woods, City Attorney).

13. RESOLUTIONS HELD OVER

09-230 Transfer funds from Capital Reserves to HVAC Maintenance & Repairs for various City facilities Contract amendment with Goram Air Conditioning Company; \$300,000.00 (sponsored by Mayor Cheriogotis) (submitted by Donna Bryars, Finance Dept. & Carleen Stout-Clark, REAM Dept.).

13-231 Authorize change order #1 with Thompson Engineering, Inc. for City Wide Bridge Inspection (2026 Cycle); \$130,000.00 increase (sponsored by Mayor Cheriogotis) (submitted by John Forrester, Engineering Dept.).

21-232 Authorize Contract with Anderson Dulaney to teach tennis lessons at Mobile Tennis Center; NTE \$80,000.00 per year (sponsored by Mayor Cheriogotis) (submitted by Shonnda Smith, Parks & Rec. Dept.).

21-233 Authorize Contract with Stephen Eaker to teach tennis lessons at Mobile Tennis Center; NTE \$80,000.00 per year (sponsored by Mayor Cheriogotis) (submitted by Shonnda Smith, Parks & Rec. Dept.).

21-234 Authorize Contract with Claudia Simmons to teach tennis lessons at Mobile Tennis Center; NTE \$80,000.00 per year (sponsored by Mayor Cheriogotis) (submitted by Shonnda Smith, Parks & Rec. Dept.).

21-235 Authorize Contract with Henderson Building Solutions, LLC for independent commissioning services for Mobile Arena project; \$294,460.00 (sponsored by Mayor Cheriogotis) (submitted by Carleen Stout-Clark, REAM Dept.).

21-236 Authorize Contract with Mobile Sports Hall of Fame, Inc. for technology integration and facility build-out services for interactive visitor experience; \$500,000.00 (sponsored by City Council and Mayor Cheriogotis) (submitted by Donna Bryars, Finance Dept.).

21-237 Authorize Contract with Thompson Engineering, Inc. for Mobile River Fender

System Replacement; \$250,000.00 (sponsored by Councilmember Ingram and Mayor Cheriogotis) (submitted by John Forrester, Engineering Dept.).

25-238 Accept Permanent Drainage Easements, Permanent Utility Easements, and/or a Permanent Drainage Easements with Temporary Construction Easement Agreement for tracts of land for the CIP Woodcock Creek, West Branch Drainage Improvements project (sponsored by Councilmember Penn and Mayor Cheriogotis) (submitted by Carleen Stout-Clark, REAM Dept. and John Forrester, Engineering Dept.).

31-239 Adopt the CDBG, ESG, and HOME PY 2026-27 Action Plan (sponsored by Councilmember Penn and Mayor Cheriogotis) (submitted by James Roberts CHD Dept.).

60-240 Authorize Release of Claims and Settlement Agreement; Christian (sponsored by Mayor Cheriogotis) (submitted by Ricardo Woods, City Attorney).

60-241 Authorize Release of Claims and Settlement Agreement; Reed (sponsored by Mayor Cheriogotis) (submitted by Ricardo Woods, City Attorney).

14. ORDINANCES BEING INTRODUCED

64-013 Consider the rezoning of property located at 1724 Michigan Avenue from B-2 to B-5 (sponsored by Councilmember Small).

15. CONSENT RESOLUTIONS BEING INTRODUCED

37-242 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) License to Fastway Gas and Convenience Store; 4074 Moffett Road (sponsored by Councilmember Penn).

37-243 Recommend approval to the ABC Board for issuance of a Special Events Retail Liquor License to Callaghan's Irish Social Club; 250 Marine Street (sponsored by Councilmember Ingram).

37-244 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (On or Off Premises) License to Jerusalem Cafe; 5817 Old Shell Road (sponsored by Councilmember Fleming).

60-245 Approve award of special bonus to the Parks & Recreation Employee of the Month; Smith (sponsored by Mayor Cheriogotis) (submitted by Shonnda Smith, Public Works Dept.).

60-246 Determine an appropriation to Barton Academy PTO serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Finance Dept.).

60-247 Determine an appropriation to Spencer-Westlawn Elementary School serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Finance Dept.).

60-248 Determine an appropriation to Trinity Gardens Falcons Athletics serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Finance Dept.).

60-249 Determine an appropriation to The Learning Tree, Inc. serves a public purpose and approve payment (sponsored by Councilmember Reynolds) (submitted by Donna Bryars, Finance Dept.).

60-250 Determine an appropriation to Bright Academy serves a public purpose and approve payment (sponsored by Councilmember Fleming) (submitted by Donna Bryars, Finance Dept.).

60-251 Determine an appropriation to Mobile Law Enforcement Foundation, Inc. serves a public purpose and approve payment (sponsored by Councilmember Fleming) (submitted by Donna Bryars, Finance Dept.).

60-252 Determine an appropriation to Young Life of Mobile serves a public purpose and approve payment (sponsored by Councilmember Fleming) (submitted by Donna Bryars, Finance Dept.).

60-253 Determine an appropriation to Westside Athletic Association serves a public purpose and approve payment (sponsored by Councilmember Woods) (submitted by Donna Bryars, Finance Dept.).

40-269 Declare the structure at 1861 LaSalle Street a public nuisance and order it demolished (sponsored by Councilmember Ingram).

40-270 Declare the structure at 3150 Riverside Drive a public nuisance and order it demolished (sponsored by Councilmember Small).

58-271 Declare weeds noxious, Weed Lien group 1676 (submitted by Gary Jackson, ME Dept.).

16. RESOLUTIONS BEING INTRODUCED

01-254 Authorize amendment to Agreement with Pyrotecnico Fireworks, Inc. for Independence Day fireworks display services; increase NTE \$60,000.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

01-255 Authorize Agreement with Mobile Museum Board for management of History Museum, Fort Conde, and Phoenix Fire Museum (sponsored by Mayor Cheriogotis) (submitted by Ricardo Woods, City Attorney).

08-256 Approve purchase order to Invasive Management Services, Inc. for storm drainage vegetation and debris removal, Carmel Drive, N. to Langan Park Lake; \$28,621.70 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-257 Approve purchase order to Prime Professional Concrete Pumping & Finishing, LLC for storm drainage vegetation and debris removal, 1712 Princeton Woods Dr., E. to 1800 Princeton Woods Dr., E.; \$24,000.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-258 Approve purchase order to Safe Haven Co., LLC for storm drainage vegetation and debris removal, Waringwood Drive, S. to Aaron Drive; \$21,100.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-259 Approve purchase order to Southern Realty Management Group, LLC for storm drainage vegetation and debris removal, Gill Road to Clubhouse Drive; \$28,850.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-260 Approve purchase order to Thomas A. Galloway for storm drainage and vegetation removal, Carlisle Drive, E. to Overlook Road; \$24,790.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-261 Approve purchase order to Emergency Equipment Professional, Inc. to provide and install Samsara vehicle sensor cables for MFRD; \$16,505.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-262 Approve purchase order to Group1 Ford of Pensacola for Ford Expedition SUV for MPD; \$84,302.41 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-263 Approve purchase order to Hardy Chevrolet Buick GMC for 2 Chevrolet Tahoes for MPD; \$126,900.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-264 Approve purchase order to Intelligent Video Solutions, LLC for police interview, recording, and documentation system; \$20,920.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-265 Approve purchase order to Magnet Forensics USA, Inc. for 1-year subscription to Enhanced Mobile Device software for Gulf Coast Technology Center; \$69,870.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-266 Approve purchase order to Syn-Tech Systems, Inc. for annual renewal of fuel management software for Municipal Garage; \$16,988.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-267 Approve purchase order to Tablet Command, Inc. for annual renewal of incident management software for MFRD; \$38,500.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-268 Approve purchase order to Vulcan, Inc. for street name sign brackets for Traffic Engineering; \$28,050.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

01-272 Authorize Agreement with Alabama Department of Transportation for cooperative maintenance of U. S. Highway 90 and State Route 193 (Rangeline Road) for Gateway Initiative project (sponsored by Councilmember Reynolds and Mayor Cheriogotis) (submitted by Jonathan Maples, Council Attorney).

17. ANNOUNCEMENTS



APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

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

Name of Applicant: Ashley Muller
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251.895.8581

Organization (if applicable) _____

Mailing Address of Applicant 2401 Springhill Ave Mobile, AL 36607

Telephone No. 251-895-8581 E-mail address n1w0kerngm2006@yahoo

Location or address of event where amplification will be used:

2401 Springhill Ave Mobile, AL 36607

Date of Event: 03/28/26 Starting Time: 4:00p Ending Time 9:00p

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

Type of Event: Live Jazz Music

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: Blacklawn Street Association

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 334-303-2083

Organization (if applicable) Blacklawn Street Association

Mailing Address of Applicant 31 Blacklawn Street

Telephone No. 334-303-2083 E-mail address catb99@yahoo.com

Location or address of event where amplification will be used:

Blacklawn Street, Mobile, AL 36604

Date of Event: May 9th, 2026 Starting Time: 6pm Ending Time 10pm

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

Type of Event: Block Party

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

Music containing obscene language or profanity is prohibited

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

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Name of Applicant: Asha Staples

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-288-0188

Organization (if applicable) HOPE for All Gulf Coast

Mailing Address of Applicant 107 St. Francis Street Suite 1970, Mobile, AL 36602

Telephone No. _____ E-mail address a.staples@hfal.org

Location or address of event where amplification will be used:

109 Governmnet Street Mobile, AL 36602

Date of Event: May 16 Starting Time: 8 AM Ending Time 12 PM

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

Type of Event: 5K

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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Name of Applicant: Lucile Ladd
PLEASE PRINT ALL INFORMATION

Home Phone Number: n/a Cell Number: 251-604-0192

Organization (if applicable) n/a

Mailing Address of Applicant 2071 Venetia Rd, Mobile, AL 36605

Telephone No. 251-604-0192 E-mail address lucimcladd@gmail.com

Location or address of event where amplification will be used:

2071 Venetia Rd, Mobile, AL 36605

Date of Event: 4/25/26 Starting Time: 5:00 PM Ending Time 11:00 PM
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Wedding Reception

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

Music containing obscene language or profanity is prohibited

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Name of Applicant: Michael Mcmenamin

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 2285962040

Organization (if applicable) Gulf Coast Skateparks Association

Mailing Address of Applicant 12358 white oak drive gulfport, ms 39503

Telephone No. 2285962040 E-mail address M.mcmnamin.gcsa@gmail.com

Location or address of event where amplification will be used:

2302 airport blvd

Date of Event: April 11th Starting Time: 5:00pm Ending Time 7:00pm

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

Type of Event: Skate contest

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

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Name of Applicant: Corey Harvard

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-599-6747

Organization (if applicable) Prism United

Mailing Address of Applicant 5404 Dogwood Ct, Mobile, AL 36693

Telephone No. 251-599-6747 E-mail address coreyharvard@prismunited.org

Location or address of event where amplification will be used:

Pavilion at Medal of Honor Park (1711 Hillcrest Road, Mobile, AL, USA)

Date of Event: March 22nd Starting Time: 1:00pm Ending Time 4:00pm

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

Type of Event: Amusement & Entertainment (field day/community picnic)

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: Lorena M. Camilleri
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-295-7068 Cell Number: 251-295-7068

Organization (if applicable) Isaiah 61:3

Mailing Address of Applicant 10650 Beverly Rd Irvington

Telephone No. _____ E-mail address Daks.of.righteousness6@gmail.com

Location or address of event where amplification will be used:

MOH Pavillion 3

Date of Event: April 25 Starting Time: 2:30 Ending Time: 4:30
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Ministry for young widows w/ children

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

Music containing obscene language or profanity is prohibited

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RESOLUTION

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

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Rezoning
of Property Located at 1724 Michigan Avenue

Pursuant to Resolution of the Mobile, Alabama City Council adopted **February 3, 2026**, a public hearing will be held on the **10th** day of **March**, 2026 at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 1724 Michigan Avenue from B-2, Neighborhood Business Suburban District, to B-5, Office Distribution District.

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

Lisa C. Lambert
City Clerk

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

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

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

LOT A, OF TRAVEL QUARTERS SUBDIVISION, AS RECORDED IN MAP BOOK 91, PAGE 47, OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA.

ALSO,

LOT B, OF TRAVEL QUARTERS SUBDIVISION, AS RECORDED IN MAP BOOK 91, PAGE 47, OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from Neighborhood Business Suburban District (B-2) to Office Distribution District (B-5), and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a B-5, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a B-5, until the condition set forth below has been complied with: 1. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 10th day of March, 2026, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 11th day of February, 2026 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **1724 Michigan Avenue**.

The proposed amendment to the Unified Development Code changes the classification of the subject property from **Neighborhood Business Suburban District (B-2)** to **Office Distribution District (B-5)**. Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-5** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in **B-5** districts until the following condition has been complied with: **1. Full compliance with all municipal codes and ordinances.**

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

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

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

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

LOT A, OF TRAVEL QUARTERS SUBDIVISION, AS RECORDED IN MAP BOOK 91, PAGE 47, OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA.

ALSO,

LOT B, OF TRAVEL QUARTERS SUBDIVISION, AS RECORDED IN MAP BOOK 91, PAGE 47, OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from **Neighborhood Business Suburban District (B-2)** to **Office Distribution District (B-5)**, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a **B-5**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-5**, until the condition set forth below has been complied with: **1. Full compliance with all municipal codes and ordinances.**

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

Adopted:

Lisa Lambert, City Clerk

**J. Paul McClendon, Larry E. Speaks & Associates, Inc.
1724 Michigan Avenue
Council District 3
C.J. Small**



THE CITY OF MOBILE, ALABAMA .
PLANNING & ZONING DEPARTMENT
MOBILE CITY PLANNING COMMISSION

January 29, 2026
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission, at its meeting on January 15, 2026, considered the request of **J. Paul McClendon**, for a change in zoning **from Neighborhood Business Suburban District (B-2) to Office Distribution District (B-5)**, for the property located at **1724 Michigan Avenue**.

After discussion it was decided to recommend approval of the rezoning request to the City Council.

Copies of the application and report are attached.

Sincerely,

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

PLANNING AND ZONING
29 JAN 2026 AM 11:06

LETTER OF DECISION

January 16, 2026

J. Paul McClendon
Larry E. Speaks & Associates, Inc.
535 Herron Street
Montgomery, Alabama 36104

Re: 1724 Michigan Avenue
ZON-UDC-003585-2025
J. Paul McClendon, Larry E. Speaks & Associates, Inc.
District 3
Rezoning from Neighborhood Business Suburban District (B-2) to Office Distribution District (B-5)

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

At its meeting on January 15, 2026, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following criteria prevail to support Rezoning of the property to **B-5, Office Distribution District**:

- A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
- B) Compatibility. The proposed amendment is compatible with:
 - (1) The current development trends, if any, in the vicinity of the subject property;
 - (2) Surrounding land uses;
 - (3) Would not adversely impact neighboring properties; or
 - (4) Cause a loss in property values.
- C) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
- D) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,
- E) Change. Changed or changing conditions in a particular area make an amendment necessary and desirable.
- F) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval of Rezoning the property to **B-5, Office Distribution District**, to the City Council, subject to the following condition:

1. Full compliance with all municipal codes and ordinances.

P.O. BOX 1827 ■ MOBILE, ALABAMA 36633-1827

ZON-UDC-003585-2025 1724 Michigan Avenue
January 16, 2026

The advertising fee for this application based on the current legal description is **\$280.44**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

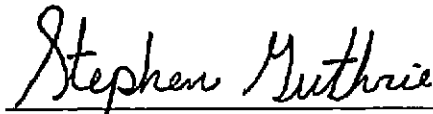
If you have any questions regarding this action, please call this office at 251-208-5895.

PLANNING AND ZONING
23 JAN 2026 11:06
Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By:



Stephen Guthrie

Deputy Director of Planning and Zoning

J. Paul McClendon, Larry E. Speaks & Associates, Inc. (ZON-UDC-003585-2025)

From <dlogananderson@cityofmobile.org>

Date Mon 12/15/2025 11:34 AM

To pmcclendon@lespeaks.com <pmcclendon@lespeaks.com>

Cc Aamoth, Victoria <victoria.aamoth@cityofmobile.org>; Green, Tiffany <greent@cityofmobile.org>; Walley, Samara <samara.walley@cityofmobile.org>

Good morning,

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

An invoice for the application fees has been issued. Once payment is received, the application will be placed on the appropriate Planning Commission agenda. However, **the following items must be addressed before the application can be considered complete for Planning Commission review:**

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

If the application fees are paid **by 3:30 p.m. today (December 15, 2025)**, the case will be scheduled for the **January 15, 2025, Planning Commission** agenda.

IMPORTANT

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

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

Regards,

Logan Anderson

Principal Planner

Build Mobile

dlogananderson@cityofmobile.org

(251) 208-5895 office

(251) 208-7904 direct





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:	J. Paul McClendon	
Firm:	Larry E. Speaks & Associates, Inc.	
Phone:	(334) 262-1091	
Email:	pmcclendon@lespeaks.com	
Address:	535 Herron Street, Montgomery, AL 36104	

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

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

Revised February 2023

	Owner	Design Professional
Name:	Omer Aljalal	J. Paul McClendon
Firm:	Kanan Group LLC	Larry E. Speaks & Associates, Inc.
Phone:	(313) 712-1464	(334) 262-1091
Email:	omer.aljalal@yahoo.com	pmcclendon@lespeaks.com
Address:	65 Cody Road N., Ste. E, Mobile, AL 36608	535 Herron Street, Montgomery, AL 36104

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

1724 Michigan Avenue, Mobile, AL 36605

3.77 Ac. Total

Property Address

Property Area (acres or square feet)

2911360007004.002, 2911360007004.000

Parcel Number(s) or Key Number(s)

B-2

B-5

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

12-12-25

Date



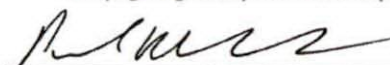
Applicant or Agent Signature (if applicable)

12/12/25

Date

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

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



Applicant or Agent Signature

12/12/25

Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

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

Revised February 2023

CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

The following information is required to evaluate applications for Rezoning, Text Amendments, or Specific Area Plan Amendments. Please provide a statement for all items.

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

- | | |
|--|--|
| ☒ Planning Commission Application | ☒ A Concept Plan or Site Plan due to complexity of project or if required by Planning Commission |
| ☒ Neighborhood Meeting documentation | ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer |
| ☒ Boundary Plan | N/A |

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the [Comprehensive Plan, Map for Mobile](#).
The Comprehensive Plan notes the Michigan Avenue Corridor as an economic development priority area, and identifies the subject property as Institutional Development. The proposed rezoning and subsequent development will provide economic benefits to the Michigan Avenue Corridor, and serve the I-10 corridor and increased traffic due to additional ongoing developments in the area.

Institutional Development

Future Land Use Map (FLUM) Designation

B-5

Requested Zoning

2. Was there a mistake or error in the original zoning map? ☐ Yes ☒ No
If yes, describe the error

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

The rezoning will allow for redevelopment to serve the proposed institutional nature of the area. The redevelopment will create jobs, eliminate abandoned infrastructure and urban blight, and provide a needed service for the increased institutional and industrial use of the area.

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

The area is moving to a more institutional and industrial use. The proposed B-5 zoning will allow for overnight truck parking to serve nearby developments that are currently under construction, as well as the important I-10 corridor.

B. SITE AND NEIGHBORHOOD COMPATIBILITY The following will be considered when evaluating application for compatibility with surrounding uses.

1. Describe the current development trends in the area of the property.

The area is currently trending away from residential and more to an institutional and industrial use.

2. Describe the surrounding land uses.

The surrounding land use is former residential housing that is being converted to industrial use.

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.

Additional traffic created by the proposed development, although minimal, will be mitigated by improvements to the Michigan Avenue corridor and Cardinal Drive, as proposed by others and coordinated with the City of Mobile. All truck traffic will access the site from Cardinal Drive, minimizing impacts along Michigan Avenue. Stormwater runoff will be reduced by reducing the amount of impervious area located on the site when compared with the predeveloped conditions.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.

All necessary infrastructure (water, sewer, access points, etc.) needed to serve the project is currently in place.

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

The proposal will allow for a small travel center that will serve the Michigan Avenue and I-10 corridors, while simultaneously eliminating urban blight and creating local jobs.

C. SPECIFIC AREA PLANS For Specific Area Plans (regulating plans, Neighborhood Plans, and overlay districts), describe proposed changes to area plan.

N/A

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?

December 11, 2025 at Bishop State Community College SW Campus, located at 925 Dauphin Island Parkway, Mobile, AL 36605

2. What information was presented at the meeting?

A Rezoning Exhibit showing the limits of the subject property, as well as a concept drawing of the proposed Travel Center.

3. What concerns were raised during the meeting?

Access was a concern until it was communicated that all truck traffic would access the site from Cardinal Drive East. There were concerns regarding overflow truck parking, site lighting and security, and aesthetics/screening. All concerns were seemingly alleviated through discussion of site lighting and landscaping as required by The City of Mobile's Unified Development Code. There were concerns discussed regarding other ongoing developments in the area that are not associated with this project.

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

Landscaping will be utilized to strategically prevent overflow parking outside of paved areas, as well as to provide screening for the truck parking area from Michigan Avenue. Site lighting will meet the City's requirements.

CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

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

- | | |
|--|--|
| ☒ Planning Commission Application | ☒ A Concept Plan or Site Plan due to complexity of project or if required by Planning Commission |
| ☒ Neighborhood Meeting documentation | ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer |
| ☒ Boundary Plan | N/A |

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Institutional Development

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4. Describe if there is adequate infrastructure in place to accommodate the proposed request.

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The proposal will allow for a small travel center that will serve the Michigan Avenue and I-10 corridors, while simultaneously eliminating urban blight and creating local jobs.

C. SPECIFIC AREA PLANS For Specific Area Plans (regulating plans, Neighborhood Plans, and overlay districts), describe proposed changes to area plan.

N/A

This instrument prepared by:

Paula D. Kennon, Esq
Law and Land Title, LLC
P.O. Box 3150
Orange Beach, Alabama 36561
251-981-0940
24-0102

SPACE ABOVE THIS LINE FOR RECORDING DATA

STATE OF ALABAMA)
COUNTY OF MOBILE)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that **Sunshine Hotels of Alabama LLC, an Alabama Limited Liability Company**, hereinafter called the "Grantor", for and in consideration of the sum of ONE MILLION FIVE HUNDRED THOUSAND DOLLARS AND 00/100 (\$1,500,000.00) cash and other good valuable considerations to the said Grantor in hand paid by **Kanan Group LLC**, an Alabama limited liability company, hereinafter called the "Grantee" receipt of which is hereby acknowledged, does hereby GRANT, SELL, BARGAIN AND CONVEY unto the said Grantee, in fee simple, together with every contingent remainder and right of reversion, all that real property situated in the County of Mobile, State of Alabama, described as follows, to-wit:

Lot A, of Travel Quarters Subdivision, as recorded in Map Book 91, Page 47, of the records in the Office of the Judge of Probate of Mobile County, Alabama.

LESS AND EXCEPT such oil, gas, and other mineral interests and all rights and privileges in connection therewith as may have been reserved or conveyed by prior owners, if any.

Parcel ID Number: 29 -11- 36-0-007-004.002

Address: 1724 Michigan Avenue (Lot A), Lot "A", Mobile, AL 36605

And

Lot B, of Travel Quarters Subdivision, as recorded in Map Book 91, Page 47, of the records in the Office of the Judge of Probate of Mobile County, Alabama.

LESS AND EXCEPT such oil, gas, and other mineral interests and all rights and privileges in connection therewith as may have been reserved or conveyed by prior owners, if any.

Parcel ID Number: 29 11 36 0 007 004.XXX

Address: 1724 Michigan Avenue (Lot B), Lot "B", Mobile, AL 36605

This conveyance is made by Grantor pursuant to an exchange agreement and assignment of purchase contract as part of an indirect tax-deferred exchange of real estate under I.R.C. Section 1031.

Conveyance of the above described property and all covenants and warranties of the GRANTOR hereunder (whether express, implied or statutory) is made and subject to the following:

1. All covenants, easements, reservations of record, zoning ordinances, taxes and assessments for the year 2024, and thereafter.
2. Prior reservations to all oil, gas and mineral rights, and all rights in connection therewith.
3. Zoning, if any, planning, subdivision regulations, and other ordinances, laws, restrictions or regulations upon the use or division of the land comprising the Subdivision as may be legally imposed by the County of Mobile, Alabama, any municipality in which the property may lie, the State of Alabama, or any other governmental authorities having jurisdiction over the land in the subdivision/property, which includes but is not limited to, any municipality which has placed subdivision rules and regulations of record, including any amendments and all documents located in the county or municipal offices or the owners' association, if applicable, in which the land is subject to which may not be recorded in the public records.
4. Subject to any and all covenants, conditions and restrictions appearing of record and any amendments thereto.

THE RECORDING references refer to the records in the Office of the Judge of Probate of Mobile County, Alabama, unless otherwise indicated.

TOGETHER WITH ALL AND SINGULAR, the rights, members, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said Grantee, in fee simple, forever, and to the heirs and assigns of the Grantee, together with every contingent remainder and right of reversion.

Grantor, subject to any aforesaid exceptions and reservations, for itself or for its assigns and administrators, covenants, with Grantee, its administrators and assigns, that it is lawfully seized in fee simple of said premises; that it is free from all encumbrances; that it has a good right to sell and convey the same as aforesaid; and it will, and its assigns and administrators shall,

warrant and defend the same to Grantee, its, administrators and assigns forever against the lawful claims of all persons.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal this the 24th day of September, 2024.

Sunshine Hotels of Alabama, LLC, an Alabama limited liability company

Maya Devi Mallick Saujet
By: Maya Devi Mallick Saujet,
As its Member Representative

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Maya Devi Mallick Saujet, as member of Sunshine Hotels of Alabama LLC, an Alabama limited liability company, whose name is signed to the foregoing conveyance, and who is known to me and has acknowledged before me on this day that, being informed of the contents of the conveyance, she, as such representative member and with full authority, executed the same voluntarily on the same bears date.

Given under my hand and seal this the 24th day of September, 2024.



A. Sheikh
Notary Public:
My Commission Expires: Feb 9, 2025

The following information is provided pursuant to Alabama Code §40-22-1:

Grantor's Name: Sunshine Hotels of Alabama LLC
Mailing Address: 9400 Culver Boulevard, Culver City, CA 90232
Grantee's Name: Kanan Group LLC
Mailing Address: 65 Cody Road North, Mobile, AL 36608
Property Address: 1724 Michigan Avenue (Lot A), Lot "A", Mobile, AL 36605

Date of Sale: September 25, 2024
Total Purchase Price: \$ 1,500,000.00
or
Actual Value \$
or
Assessor's Market Value: \$

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required).

☐	Bill of Sale	☐	Appraisal
☐	Sales Contract	☐	Other _____
☒	Closing Statement		



City of Mobile · Planning & Zoning
Neighborhood Meeting Cover Sheet

Please complete this cover sheet to submit with all required meeting documentation

Date of Submittal: December 15, 2025

The following documentation has been collected, signed, and submitted with this cover sheet to the City of Mobile Planning and Zoning Department for the proposed application(s) (i.e. Rezoning, Planned Development, Conditional Use Permit):

Neighborhood Meeting Date: December 11, 2025

Neighborhood Meeting Time: 5:00 PM CST

Neighborhood Meeting Location: Bishop State Community College, SW Campus
925 Dauphin Island Parkway, Mobile, AL 36605, Classroom SW111

The following documents are enclosed (place a checkmark where applicable):

- ☒ Dated photograph(s) of the posted sign(s)
- ☒ The verified address list of surrounding property owners to whom notification was provided
- ☒ A copy of the notice advertising the Neighborhood Meeting
- ☒ A sign-in sheet documenting meeting attendance
- ☒ A written summary or minutes of the meeting
- ☒ Copies of any site plans, building elevations or other documents provided or referenced at the meeting
- ☐ Additional documents (Describe: _____)

Applicant's Name: Paul McClendon
(First Name & Last Name)

Applicant's signature attesting to the accuracy of the documentation provided:

X  Date: 12/12/25

All required meeting documentation must be submitted to the Planning and Zoning Department not less than 15 days before the applicable Planning Commission meeting date. Failure to do so will require the associated application(s) to be heldover to a later meeting date.

NEIGHBORHOOD MEETING NOTICE

For Planning Commission Application

Request: Rezoning

Applicant: Larry E. Speaks & Associates, Inc.

Phone#: (334) 262-1091

Meeting Date: December 11, 2025

Meeting Time: 5:00 p.m.

Meeting Location: Bishop State Community College Southwest Campus
925 Dauphin Island Parkway, Mobile, AL 36605 Classroom SW 111

2025/11/25
09:23

NEIGHBORHOOD MEETING NOTICE

For Planning Commission Application

Request: Rezoning

Applicant: Larry E. Speaks & Associates, Inc.

Phone#: (334) 262-1091

Meeting Date: December 11, 2025

Meeting Time: 5:00 p.m.

Meeting Location: Bishop State Community College Southwest Campus
925 Dauphin Island Parkway, Mobile, AL 36605 Classroom SW 111

2025/11/25
09:26

65 Cody Road N., Ste. E
Mobile, AL 36608

December 11, 2025.

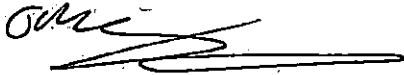
City of Mobile
Planning and Zoning
205 Government Street
3rd Floor, South Tower
Mobile, AL 36602

Dear Ms. Beaco:

We, Kanan Group LLC, being owner of the property which is the subject of this rezoning application located at 1724 Michigan Avenue (Parcels 2911360007004.002 and 2911360007004.000, hereby authorize Mr. J. Paul McClendon of Larry E. Speaks & Associates, Inc. to act as the applicant in regards to this rezoning request.

Respectfully,

Omer Aljalal





Plan Submission Contact Information

Name of Project 1724 Michigan Avenue Travel Center
Address 1724 Michigan Avenue, Mobile, AL 36605

Owner Kanan Group LLC
Address 65 Cody Road, Mobile, AL Zip Code 36608
Phone (313) 721-1464 Fax _____ Email omer.aljalal@yahoo.com

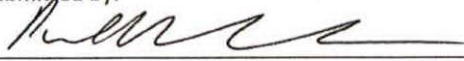
Authorized Agent J. Paul McClendon
Address 535 Herron Street, Montgomery, AL Zip Code 36104
Phone (334) 262-1091 Fax (334) 262-2211 Email pmcclendon@lespeaks.com

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

Civil Engineer Larry E. Speaks & Associates, Inc. (J. Paul McClendon)
Address 535 Herron Street, Montgomery, AL Zip Code 36104
Phone (334) 262-1091 Fax (334) 262-2211 Email pmcclendon@lespeaks.com

Architect _____
Address _____ Zip Code _____
Phone _____ Fax _____ Email _____

Submitted by:


Signature

December 15, 2025

Date

J. Paul McClendon

Print

Larry E. Speaks & Associates, Inc.

Affiliation to project/Organization

NEIGHBORHOOD MEETING NOTICE

For Planning Commission Application

Request: Rezoning

Applicant: Larry E. Speaks & Associates, Inc.

Phone#: (334) 262-1091

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Meeting Time: 5:00 p.m.

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925 Dauphin Island Parkway, Mobile, AL 36605 Classroom SW 111

2025/11/25
09:28



Mobile Airport Authority
1891 9th Street
Mobile, AL 36615

Nassar Petroleum, Inc.
3210 Bromley Place
Mobile, AL 36606

Mobile Housing Board
P. O. Box 1345
Mobile, AL 36622

**ADJACENT PROPERTY OWNERS
FOR
1724 MICHIGAN AVENUE
MOBILE, ALABAMA
KANAN GROUP, LLC
DECEMBER 11, 2025**

Mobile Airport Authority
1891 9th Street
Mobile, AL 36615

Nassar Petroleum, Inc.
3210 Bromley Place
Mobile, AL 36606

Mobile Housing Board
P. O. Box 1345
Mobile, AL 36622

LARRY E. SPEAKS & ASSOCIATES, INC.
CONSULTING ENGINEERS & LAND SURVEYORS

AIRPORTS
BRIDGE DESIGN
CONSTRUCTION MANAGEMENT
ENVIRONMENTAL PERMITS
HIGHWAY DESIGN
LAND DEVELOPMENT PLANNING & DESIGN
LAND USE STUDIES
MUNICIPAL WORKS
PARKS & RECREATION FACILITIES

535 Herron Street
Montgomery, Alabama 36104
Telephone: 334.262.1091
Facsimile: 334.262.2211



SEWAGE COLLECTION, TREATMENT & DISPOSAL
SOLID WASTE LANDFILLS
STORM DRAINAGE STUDIES & DESIGN
SUBDIVISIONS
SURVEYING: LAND SURVEYS
CONSTRUCTION SURVEYS
TOPOGRAPHIC MAPS
WATER SUPPLY, TREATMENT & DISTRIBUTION

NOTICE OF NEIGHBORHOOD MEETING
November 21, 2025

Dear Property Owner(s):

This letter is to inform you that a Neighborhood Meeting has been scheduled to discuss the following application(s) that Larry E. Speaks & Associates will be submitting to the Mobile City Planning Commission:

1. Rezoning- Zoning change to rezone the property at 1724 Michigan Avenue from Neighborhood Business District (B-2) to Office Distribution (B-5).

The Neighborhood Meeting will be held at the following time, date and location:

5:00 pm on Thursday, December 11, 2025 at Bishop State Community College,
Southwest Campus, Classroom 111

You are receiving this notice because your property is located within 300 feet of 1724 Michigan Avenue, Mobile, in compliance with the notification requirements of Article 5 of the City's Unified Development Code (UDC). You or your agent are invited to attend the Neighborhood Meeting to learn more about the above referenced application(s), ask questions, and present your views.

Sincerely,

J. Paul McClendon
Larry E. Speaks & Associates, Inc.
535 Herron Street, Montgomery, AL 36104
pmcclendon@lespeaks.com

Neighborhood Meeting

Date: December 11, 2025

Time: 5:00 PM CST

Location of Neighborhood Meeting: BISHOP STATE

925 Dauphin Island Pkwy, Classroom 111

Project Location: 1724 MICHIGAN AVE

Project/Application (e.g. Rezoning from R-1 to B-1): _____

B-2 / B-5

Applicant's Signature Attesting to the Accuracy of This Sheet:

X [Signature] Date: 12/11/25

Please Sign In:

Name: KARY LUCAS Email: Kary leroy lucas@yahoo.com
Address: 1660 HUETEL ST. Phone: (251) 222-0992

Name: Stewart Thames IV Email: stthames@magnardnorsen.com
Address: 1891 Ninth Street Phone: 251-438-7334

Name: Coach Marlon Email: Marlon777@gmail.com
Address: 1562 Robert E. Lee St Phone: 251 228 7055

Name: Bontarious Williams Email: ronwilliams112501@gmail.com
Address: 1707 Buck St, Phone: 863-20-8747

Neighborhood Meeting Sign-In Sheet

Date: 12/11/25
Applicant: Paul McClellan

Meeting Location: Bishop State CC.
Application(s): Rezoning

Name: Kanan group 4 inc Email: Omar, Ajjal@yahoo.com
Address: 1700 Michigan Ave mobile A1 Phone: 313-721146
36605

Name: Paul McClellan Email: pmcclellan@lespeaks.com
Address: 535 Hannon Street, Montgomery, AL 36104 Phone: (334) 262-1091

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Neighborhood Meeting Sign-In Sheet

Date: _____

Meeting Location: _____

Applicant: _____

Application(s): _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

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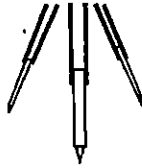
Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

LARRY E. SPEAKS & ASSOCIATES, INC.
CONSULTING ENGINEERS & LAND SURVEYORS

535 Herron Street
Montgomery, Alabama 36104
Telephone: 334.262.1091
Facsimile: 334.262.2211



AIRPORTS
BRIDGE DESIGN
CONSTRUCTION MANAGEMENT
ENVIRONMENTAL PERMITS
HIGHWAY DESIGN
LAND DEVELOPMENT PLANNING & DESIGN
LAND USE STUDIES
MUNICIPAL WORKS
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SEWAGE COLLECTION, TREATMENT & DISPOSAL
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SUBDIVISIONS
SURVEYING: LAND SURVEYS
CONSTRUCTION SURVEYS
TOPOGRAPHIC MAPS
WATER SUPPLY, TREATMENT & DISTRIBUTION

NEIGHBORHOOD MEETING

DATED: December 12, 2025

Project: Rezoning Request from B2 to B5 Zoning
1724 Michigan Avenue, Mobile, AL 36605
Owner: Kanan Group LLC
Meeting Time and Place: 5:00 PM, December 11, 2025
Bishop State Community College, SW Campus, Classroom 111
925 Dauphin Island Parkway, Mobile, AL36605

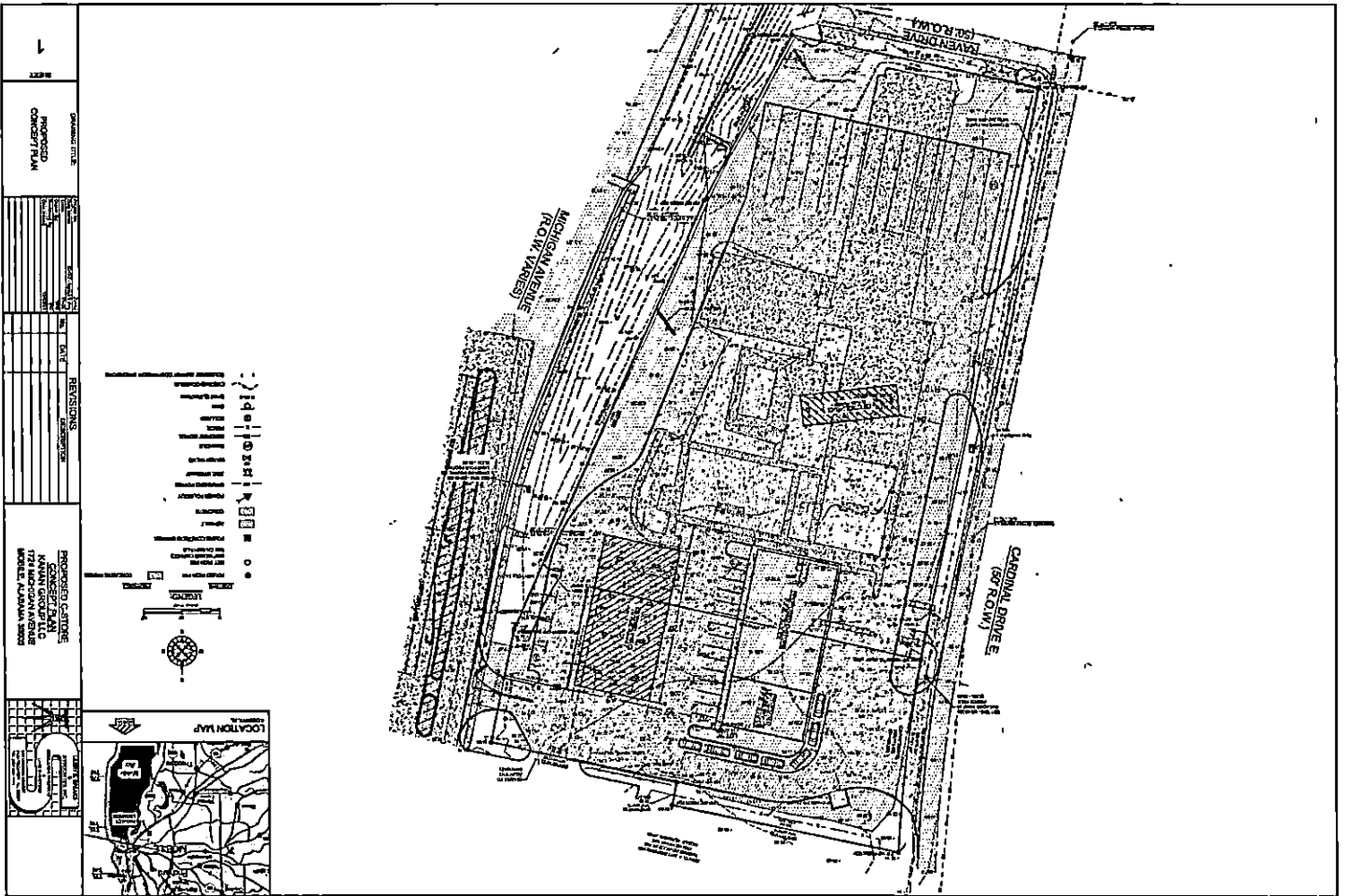
Items Discussed:

- An overview of the subject property to be rezoned from B2 to B5.
- The Concept Plan for the proposed Travel Center was discussed, along with the reason for the rezoning request (overnight truck parking).
- Discussions involving the eventual demolition of the C-Store located at the corner of Eagle Drive and Michigan Avenue was discussed. This demolition is not part of this project, but is planned by the Owner upon completion of this project..

Concerns Raised:

- There was significant discussion of the surrounding ongoing developments on Mobile Airport Authority property, as well as impacts to traffic routing due to these developments which are not a part of this project.
- Access to the site was questioned, but concerns were alleviated once it was communicated that all truck traffic would enter the site from Cardinal Drive only.
- Sight lighting and security– The project will meet the City of Mobile's requirements for security lighting.
- Overflow truck parking – The proposed digital sign for the project will indicate whether any truck parking spaces are available. Landscaping will be utilized to prevent trucks from parking outside of paved areas onsite.
- Aesthetics – Landscaping will meet the City of Mobile's requirements, and will be used to screen the fourteen (14) truck parking spaces from the view of Michigan Avenue.

END OF MEETING MINUTES



Mobile Airport Authority
1891 9th Street
Mobile, AL 36615

Nassar Petroleum, Inc.
3210 Bromley Place
Mobile, AL 36606

Mobile Housing Board
P. O. Box 1345
Mobile, AL 36622



Agenda Item # 08 ZON-UDC-003585-2025

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

[Applicant Materials for Consideration](#)

DETAILS

Location:

1724 Michigan Avenue

Applicant / Agent:

J. Paul McClendon, Larry E. Speaks & Associates, Inc.

Property Owner:

Omer Aljalal, Kanan Group, LLC

Current Zoning:

B-2, Neighborhood Business Suburban District

Proposed Zoning:

B-5, Office Distribution District

Future Land Use:

Institutional

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Proposal:

- Rezoning from B-2 Suburban to B-5

• **Note:**

Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:

1. Rezoning with one (1) condition.

Report Contents:

	Page
Context Map	2
Site History	3
Staff Comments	3
Commission Considerations	5
Exhibits	7

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units.

APPLICATION NUMBER	8	DATE	January 15, 2026
APPLICANT	J. Paul McClendon, Larry E. Speaks & Associates, Inc.		
REQUEST	Rezoning from B-2 to B-5		
 NTS			

SITE HISTORY

The site was annexed into the City of Mobile in 1915 and was identified as a residential district on the 1934 zoning map. With adoption of the 1955 Zoning Ordinance, the property was assigned a C-1, Neighborhood Business District zoning classification. Upon adoption of the 1967 Zoning Ordinance, the site was rezoned to B-2, Neighborhood Business District, a designation it has retained through adoption of the Unified Development Code in 2023.

Subdivision of the property into two (2) lots was approved by the Planning Commission in May 2000, the plat for which was recorded in the Mobile County Probate Court in April 2001.

In May 2015, the Planning Commission approved a resubdivision to modify an interior lot line between the two lots created by the 2000 subdivision, along with a Planned Unit Development (PUD) to allow shared access between the lots. Both approvals expired after one (1) year, as the plat was not signed or recorded and no permits were issued for the associated PUD development.

The site is currently undeveloped, and there are no other Planning Commission or Board of Zoning Adjustment cases associated with the property.

STAFF COMMENTS

Engineering Comments:

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

Traffic Engineering Comments:

Driveway access along Michigan Avenue will be limited to single driveway with left/right ingress and right-only egress. Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.

Urban Forestry Comments:

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

Fire Department Comments:

All projects located within the City Limits of Mobile shall comply with the provisions of the City of Mobile Fire Code Ordinance, which adopts the 2021 edition of the *International Fire Code (IFC)*.

Fire apparatus access roads shall be provided to within 150 feet of all non-sprinklered commercial buildings and within 300 feet of all sprinklered commercial buildings, as measured along an approved route around the exterior of the facility.

An approved fire water supply capable of meeting the requirements set forth in *Appendices B and C* of the 2021 IFC shall be provided for all commercial buildings.

Fire hydrant placement shall comply with the following minimum standards:

- Within 400 feet of non-sprinklered commercial buildings
- Within 600 feet of sprinklered commercial buildings
- Within 100 feet of fire department connections (FDCs) serving standpipe or sprinkler systems

Although the *International Residential Code (IRC)* functions as a stand-alone document for the construction of one- and two-family dwellings and townhouses, it does not govern the design or layout of emergency access or community-level fire protection infrastructure. Therefore, residential developments must also comply with the applicable requirements of the *International Fire Code*, including, but not limited to, those listed above concerning the design, construction, regulation, and maintenance of fire apparatus access roads and fire protection water supplies.

Planning Comments:

The applicant requests rezoning of the subject property from B-2, Neighborhood Business Suburban District, to B-5, Office Distribution District, to allow redevelopment of the site as a truck stop serving the Michigan Avenue and Interstate-10 corridors. A detailed description and justification of the request are provided in the applicant's narrative, accessible via the link on Page 1 of this report.

The subject site is adjacent to properties zoned B-2, Neighborhood Business Suburban District, to the north and R-3, Multi-Family Residential Suburban District, to the east, south, and west. The Mobile Airport Authority, which is exempt from municipal zoning regulations, intends to redevelop the R-3-zoned properties to the west for light industrial uses related to warehousing and distribution in support of expanding aviation-related activity. While

zoning does not apply to Airport Authority property, staff notes that, if zoning *were* applicable, a B-5 designation would be appropriate to support the anticipated industrial and logistics-oriented use of that site. Given this redevelopment context, the requested B-5 zoning for the subject property is compatible with surrounding land use trends. The area is transitioning from residential development toward institutional and industrial uses, including airport-related operations and logistics activity. The site's location near the Michigan Avenue and Interstate-10 interchange further supports a truck-oriented use intended to serve regional and interstate travel.

The Map for Mobile Comprehensive Plan identifies the Michigan Avenue Corridor as an economic development priority area and designates the subject property's future land use as Institutional. Although B-5 is a commercial zoning classification, the proposed rezoning would generally be consistent with the Plan's goals and policies, as the proposed use would support the corridor's institutional and industrial function by accommodating interstate-oriented traffic and associated activity.

The conceptual site plan depicts a truck stop consisting of a convenience store, two (2) fuel canopies, standard off-street customer parking, and parking for large vehicles, including tractor trailers. The Unified Development Code (UDC) defines a truck stop as a facility primarily intended for the sale of fuel for trucks, including incidental service or repair, and which may include associated eating, sleeping, or truck parking facilities for vehicles exceeding fourteen thousand (14,000) pounds gross weight.

The truck stop is proposed to be developed across two (2) lots. Cross access between the subject site and the adjacent property to the North is also proposed. As such, if the rezoning is approved, easements must be established to facilitate cross access, in compliance with Article 3, Section 64-3-4.B.1.(a) of the UDC. The associated legal instruments, once finalized and recorded, must be referenced on all site plans where cross access is depicted.

The site has frontage along Michigan Avenue, Raven Drive, and Cardinal Drive East. The conceptual plan shows a right-in/right-out driveway on Michigan Avenue and two (2) two-way driveways on Cardinal Drive East, with no access proposed from Raven Drive. Any future development of the site will be required to comply with the applicable provisions of Article 3 of the UDC. Such compliance must be illustrated on all applicable site plans submitted for review of the associated development permit(s).

Any signage proposed for the site is required to comply with the UDC and must be permitted separately through the Planning and Zoning Department.

Overall, the requested rezoning to B-5 appears to support the area's evolving land use pattern, advances economic development objectives along the Michigan Avenue and Interstate-10 corridors, and facilitates redevelopment of a vacant and underutilized property. The proposal accommodates transportation-related services in proximity to major roadway facilities and aligns with the long-term transition of the area toward institutional and industrial land uses.

REZONING CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-5.E. states that Rezoning is intended to carry out the objective of a sound, stable and desirable development and that casual change or amendment would be detrimental to the achievement of that objective.

The UDC goes on to say that zoning changes should be consistent with the Comprehensive Plan. However, the Comprehensive Plan and Future Land Use Plan (FLUP) and Map (FLUM) are meant to serve as a general guide, not a detailed lot and district plan; they are not a legal mandate for development. The FLUP and FLUM allow the Planning Commission and City Council to consider individual cases based on several factors including: surrounding development, classification requested, timing of the request, and the appropriateness and compatibility of the proposed use with the zoning classification.

The UDC states that an application for rezoning shall include a statement of the justification for the proposed amendment that addresses all of the following:

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

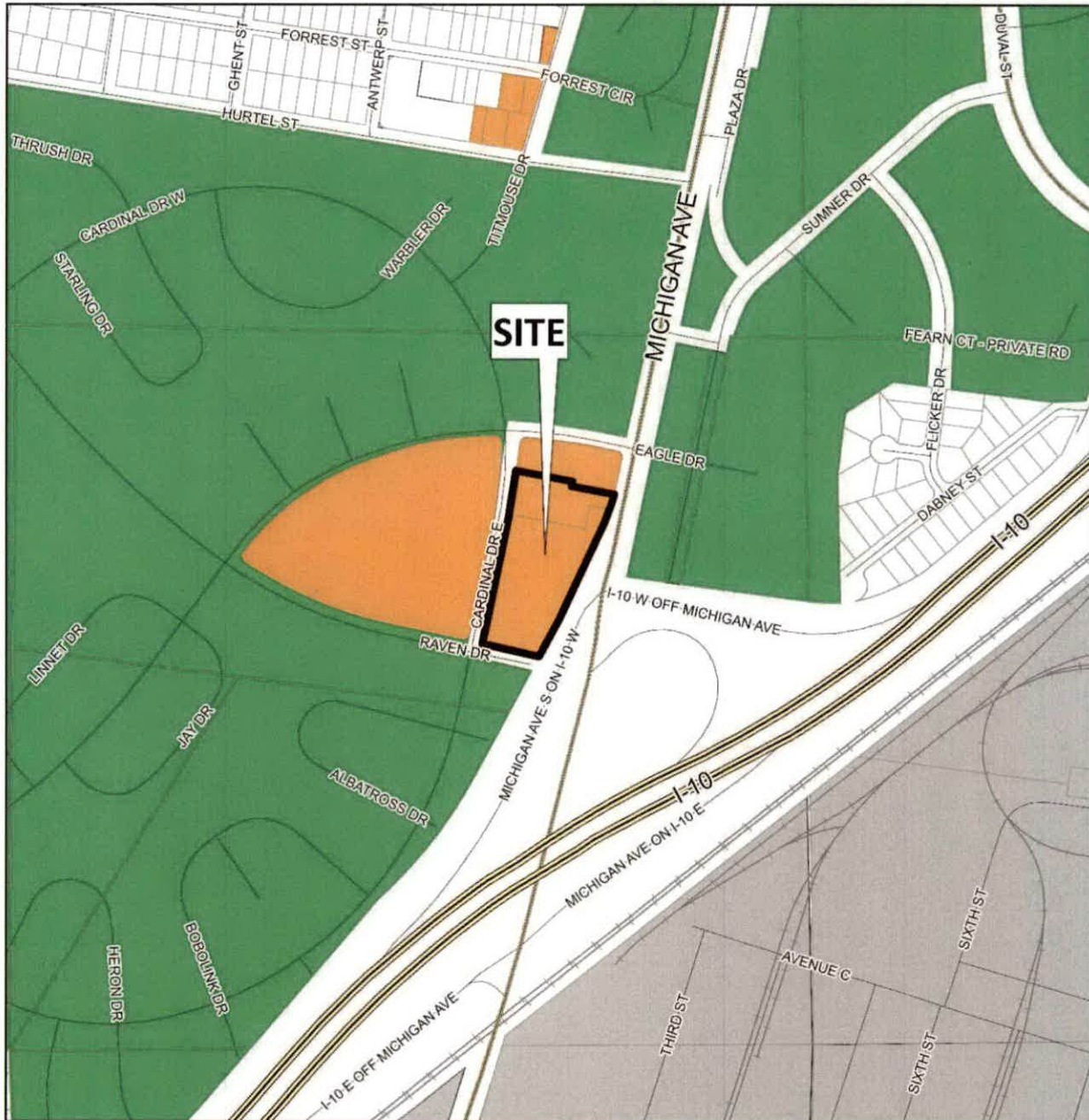
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the request to the City Council to Rezone the site to B-5, the following condition could apply:

1. Full compliance with all municipal codes and ordinances.

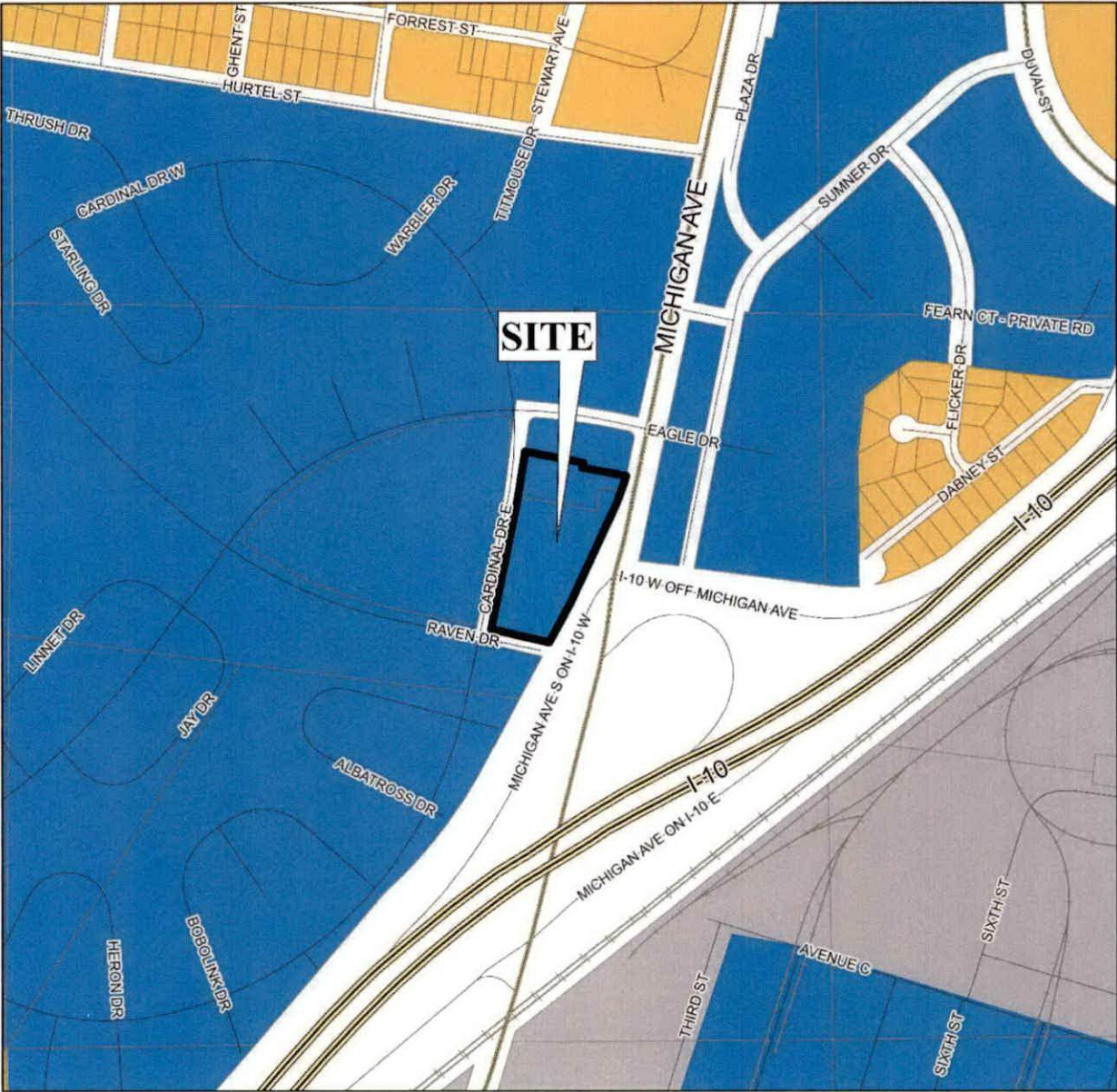
LOCATOR ZONING MAP



APPLICATION NUMBER 8 DATE January 15, 2026
 APPLICANT J. Paul McClendon, Larry E. Speaks & Associates, Inc.
 REQUEST Rezoning from B-2 to B-5



FLUM LOCATOR MAP

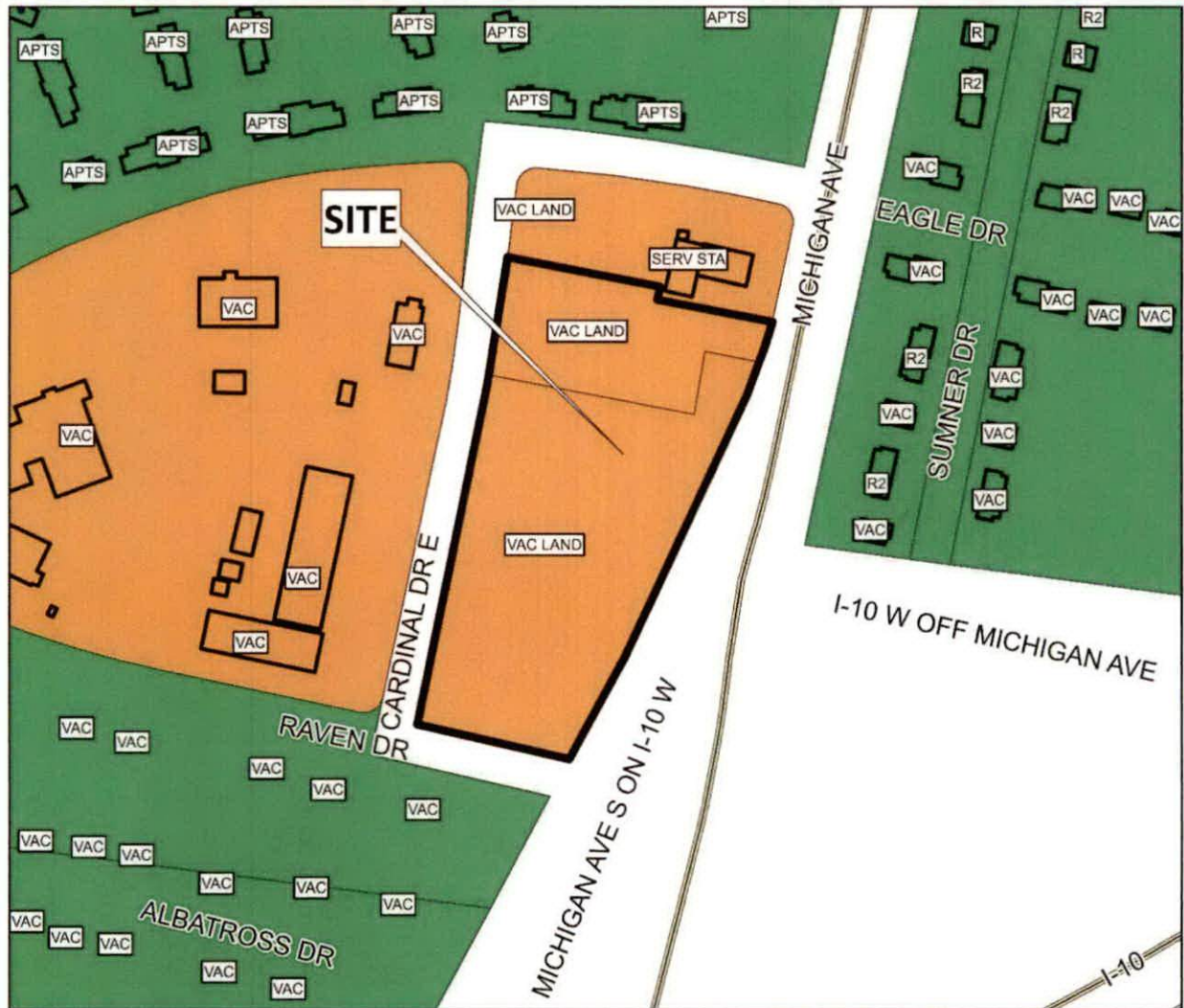


APPLICATION NUMBER <u>8</u> DATE <u>January 15, 2026</u>	
APPLICANT <u>J. Paul McClendon, Larry E. Speaks & Associates, Inc.</u>	
REQUEST <u>Rezoning from B-2 to B-5</u>	
Low Density Residential Mixed Density Residential Downtown District Center	Neighborhood Center - Traditional Neighborhood Center - Suburban Traditional Corridor Mixed Commercial Corridor
Light Industry Heavy Industry Institutional Parks, Open Space	Water Dependent

N

NTS

PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units.

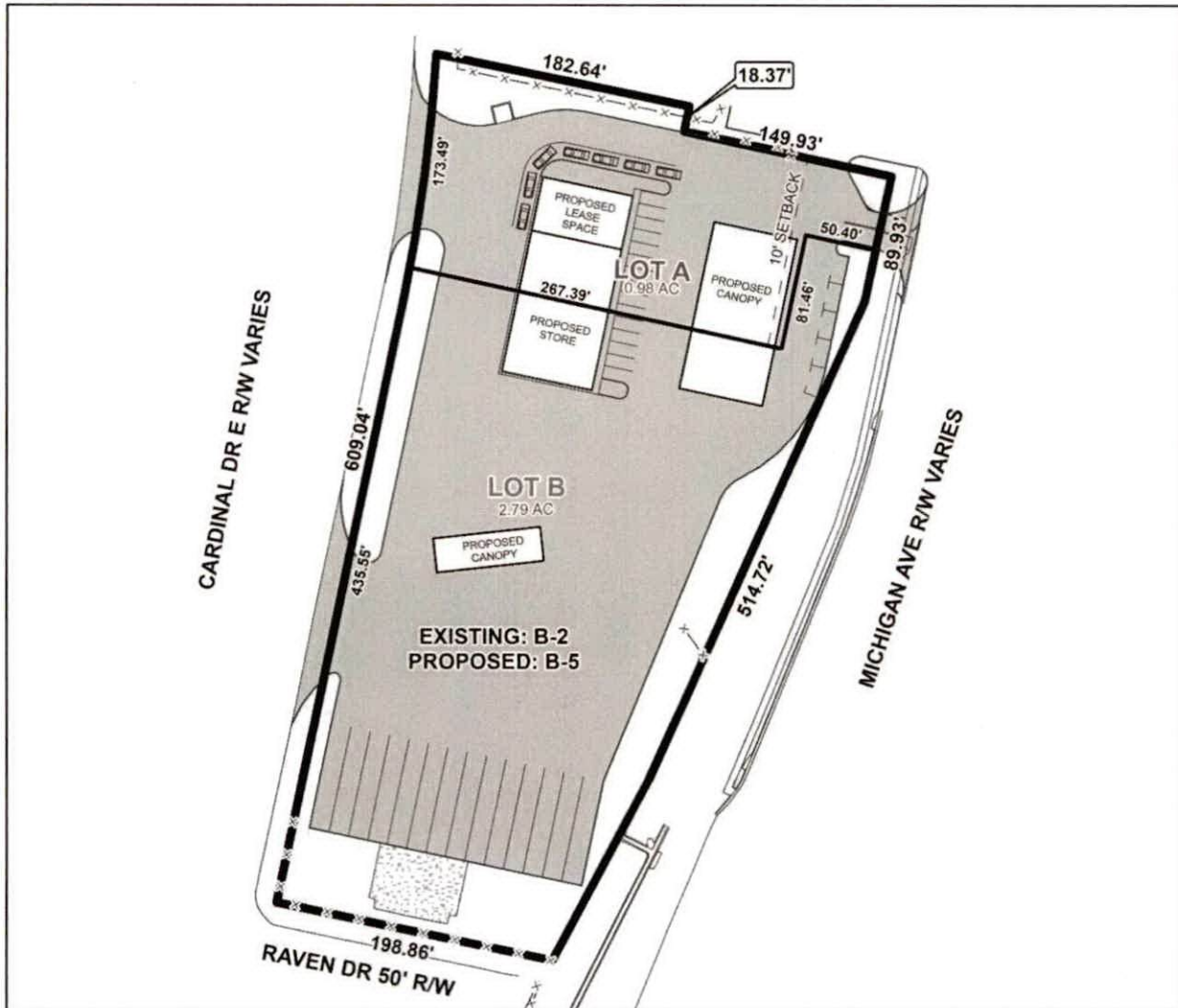
APPLICATION NUMBER 8 DATE January 15, 2026
 APPLICANT J. Paul McClendon, Larry E. Speaks & Associates, Inc.
 REQUEST Rezoning from B-2 to B-5

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 and proposed buildings, parking, and proposed zoning.

APPLICATION NUMBER 8 DATE January 15, 2026
 APPLICANT J. Paul McClendon, Larry E. Speaks & Associates, Inc.
 REQUEST Rezoning from B-2 to B-5



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]

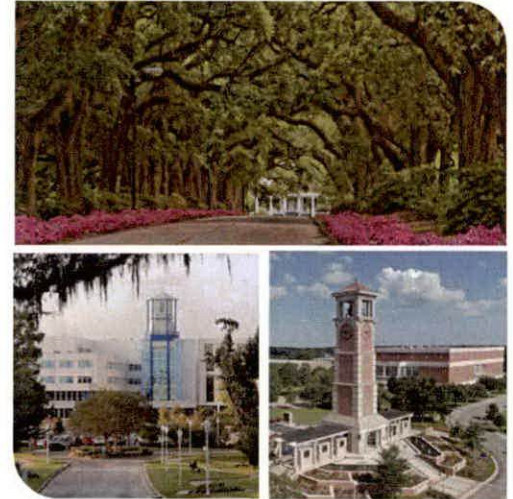
INSTITUTIONAL LAND USE (INS)

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





Outlook

Fw: CityofMobile.org: Addressing City Council Submission

From City Clerk <cityclerk@cityofmobile.org>**Date** Fri 1/23/2026 7:55 AM**To** Pafenbach, Lana <lane.pafenbach@cityofmobile.gov>; Leverette, Tiereney <tiereney.leverette@cityofmobile.gov>

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>**Sent:** Thursday, January 22, 2026 2:09 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: Sydney Cramer**Date To Address Council:** 2026-03-10**Address:** 70 N Joachim St. Ste A**Email:** scramer@mobilearts.org**Phone:** 2514329796**Subject And Specific Questions:** Mobile Arts Council would like to present the City's new Poet Laureate, Alex Lofton. We have had a proclamation done before, but cannot remember the exact process.**Pertain To City Business:** Mr. Lofton will serve as the City of Mobile Poet Laureate for the 2026-2027 term.**Signature:** Sydney Cramer**Signature Verify:** X**Agree:** X**Date Submitted:** 2026-01-22 14:09:29

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

From: [City Clerk](#)
To: [Pafenbach, Lana](#)
Subject: Fw: CityofMobile.org: Addressing City Council Submission
Date: Wednesday, March 4, 2026 2:22:06 PM

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Wednesday, March 4, 2026 2:10 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: 2026-03-10
Address: Homeless
Email: f.trotter20@gmail.com
Phone: 251 455-2040
Subject And Specific Questions: City of Mobile violates Fair Housing laws and Human rights laws by awarding terminated Executive directors of the MHA compensation and MHA public housing residents violated by MHA and the failure of the city of Mobile to provide mandated oversight, are not compensated at all or fairly for years of being harmed under the umbrella of the city of Mobile.
Pertain To City Business: The city must follow, enforce, and practice the federal, state, and local, mandated laws.
Signature: Estella Trotter
Signature Verify: X
Agree: X
Date Submitted: 2026-03-04 14:10:33

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



ADDRESSING THE CITY COUNCIL

This form must be received in the City Clerk's Office by 2:00 p.m., on the Thursday **before** the City Council meeting you would like to speak at. Requests must be submitted in writing to the City Clerk identifying the subject matter to be discussed and describing in detail the specific question or issue to be addressed. Single word descriptions or topics are insufficient. Persons who do not provide the required information in their request **will not be called on to address the Council**. This form must be filled out to speak about a non-agenda item and your topic must concern City of Mobile business.

Please return this form to:
City Clerk's Office
205 Government Street
9th Floor, South Tower
Fax: (251) 208-7576
Email: cityclerk@cityofmobile.org

Your comments will be limited to three (3) minutes

Name: Apostle Valenia Green Date: 1/10/24
Address: 603 Delaware St.
Phone: (251) 322-8540 Email: valeniagreen@gmail.com
Date to Address City Council: Tuesday, March 10, 2024
Subject and/or specific questions (must complete):

Mental Health Awareness

How does this pertain to city business (must complete):

It concerns the citizens

Signature: [Signature]

From: [City Clerk](#)
To: [Pafenbach, Lana](#)
Subject: Fw: CityofMobile.org: Addressing City Council Submission
Date: Thursday, March 5, 2026 9:27:05 AM

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Thursday, March 5, 2026 9:23 AM
To: City Clerk <cityclerk@cityofmobile.org>
Subject: CityofMobile.org: Addressing City Council Submission

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

Name: Aven Warner
Date To Address Council: 2026-03-10
Address: 2212 Riverside Dr., Mobile, Al.
Email: avenwarner@gmail.com
Phone: 251-599-3835
Subject And Specific Questions: Heritage live oak on Taylor Park Improvement Project property
Pertain To City Business: This live oak has been approved for removal by the city council under the Mobile City Code Chapter 65- Tree Protection and Management clause. The area where the tree is located is supposed to be removed is in a drainage improvement area. The drainage can be addressed without removing the tree.
Signature: Aven Warner
Signature Verify: X
Agree: X
Date Submitted: 2026-03-05 09:23:29

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

From: [City Clerk](#)
To: [Pafenbach, Lana](#)
Subject: Fw: CityofMobile.org: Addressing City Council Submission
Date: Thursday, March 5, 2026 12:02:27 PM

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Thursday, March 5, 2026 11:51 AM
To: City Clerk <cityclerk@cityofmobile.org>
Subject: CityofMobile.org: Addressing City Council Submission

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

Name: Rodney Toomer
Date To Address Council: 2026-03-10
Address: 1202 Navco Rd
Email: Djrodski@gmail.com
Phone: (251)509-4107
Subject And Specific Questions: Present my program to curve youth Violence
Pertain To City Business: Safety
Signature: Rodney Toomer
Signature Verify: X
Agree: X
Date Submitted: 2026-03-05 11:51:31

This submission was recieved from your website <https://www.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 Rezoning of
Property Located at 7211 and 7221 Cottage Hill Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **January 13, 2026**, a public hearing will be held on the **18th** day of **February, 2026**, at 10:30 a.m., to consider adoption of an ordinance for the proposed rezoning for property located 7211 and 7221 Cottage Hill Road from R-1, Single-Family Residential Suburban District, to R-3, Multi-Family Residential Suburban District..

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

Lisa C. Lambert
City Clerk

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

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

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

COMMENCING AT A POINT ON THE SOUTH SIDE OF COTTAGE HILL ROAD WHERE THE EAST LINE OF LYNNDELL SUBDIVISION INTERSECTS THE SOUTH LINE OF COTTAGE HILL ROAD, SAID POINT BEING THE NORTHEAST CORNER OF LOT 1 OF SAID LYNNDELL SUBDIVISION; THENCE RUN N 51°31'00" E, A DISTANCE OF 192.21 FEET TO THE POINT OF BEGINNING; THENCE RUN S 0°09'06" W, A DISTANCE OF 558.99 FEET TO A POINT; THENCE RUN S89°48'56" E, A DISTANCE OF 209.86 FEET TO A POINT; THENCE RUN N 7°34'21" E, A DISTANCE OF 485.25 FEET TO A POINT; THENCE RUN N 20°16'10" E, A DISTANCE OF 137.01 FEET TO A POINT; THENCE RUN N 32°19'02" W, A DISTANCE OF 155.10 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD; THENCE RUN S52°37'24" W, A DISTANCE OF 298.09 FEET TO THE POINT OF BEGINNING, CONTAINING 3.88 ACRES, MORE OR LESS.

The classification of said property is hereby changed from R-1, Single-Family Residential Suburban District, to R-3, Multi-Family Residential Suburban District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a R-3, Multi-Family Residential Suburban District provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a R-3, Multi-Family Residential Suburban District, until all of the conditions set forth below have been complied with: 1. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 18th day of February, 2026, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 21st day of January, 2026 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 7211 & 7221 Cottage Hill Road.

The proposed amendment to the Unified Development Code changes the classification of the subject property from **R-1, Single-Family Residential Suburban District**, to **R-3, Multi-Family Residential Suburban District**. Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **R-3** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in **R-3** districts until the following condition has been complied with: 1. Full compliance with all municipal codes and ordinances.

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

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

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

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

COMMENCING AT A POINT ON THE SOUTH SIDE OF COTTAGE HILL ROAD WHERE THE EAST LINE OF LYNDELL SUBDIVISION INTERSECTS THE SOUTH LINE OF COTTAGE HILL ROAD, SAID POINT BEING THE NORTHEAST CORNER OF LOT 1 OF SAID LYNDELL SUBDIVISION; THENCE RUN N 51°31'00" E, A DISTANCE OF 192.21 FEET TO THE POINT OF BEGINNING; THENCE RUN S 0°09'06" W, A DISTANCE OF 558.99 FEET TO A POINT; THENCE RUN S89°48'56" E, A DISTANCE OF 209.86 FEET TO A POINT; THENCE RUN N 7°34'21" E, A DISTANCE OF 485.25 FEET TO A POINT; THENCE RUN N 20°16'10" E, A DISTANCE OF 137.01 FEET TO A POINT; THENCE RUN N 32°19'02" W, A DISTANCE OF 155.10 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD; THENCE RUN S52°37'24" W, A DISTANCE OF 298.09 FEET TO THE POINT OF BEGINNING, CONTAINING 3.88 ACRES, MORE OR LESS.

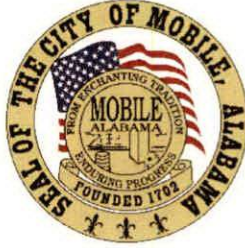
The classification of said property is hereby changed from **R-1, Single-Family Residential Suburban District**, to **R-3, Multi-Family Residential Suburban District**, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a **R-3, Multi-Family Residential Suburban District** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **R-3, Multi-Family Residential Suburban District**, until all of the conditions set forth below have been complied with: 1. Full compliance with all municipal codes and ordinances.

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

Adopted:

City Clerk

Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)
Star Light at Cottage Hill Subdivision
7211 & 7221 Cottage Hill Road
Council District 6
Josh Woods



THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

January 8, 2026
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on September 18, 2025, considered the request of **Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)** for a change in zoning from **Single-Family Residential Suburban District (R-1) to Multi-Family Residential Suburban District (R-3)**, for the property located at **7211 & 7221 Cottage Hill Road**.

After discussion it was decided to recommend approval of the rezoning request to the City Council.

Copies of the application and report are attached.

Sincerely,

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

September 23, 2025

Shabbir Hossain
Star Signature Homes, LLC
1442 West I-65 Service Road South
Mobile, Alabama 36693

Re: 7211 & 7221 Cottage Hill Road
ZON-UDC-003426-2025
Star Light at Cottage Hill Subdivision
Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)
District 6
Rezoning from Single-Family Residential Suburban District (R-1) to Multi-Family Residential Suburban District (R-3).

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

At its meeting on September 18, 2025, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following criteria prevail to support Rezoning of the property to **R-3, Multi-Family Residential Suburban District**:

- A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
- B) Mistake. There was a mistake or error in the original zoning map; and
- C) Compatibility. The proposed amendment is compatible with:
 - (1) The current development trends, if any, in the vicinity of the subject property;
 - (2) Surrounding land uses;
 - (3) Would not adversely impact neighboring properties; or
 - (4) Cause a loss in property values.
- D) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
- E) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,
- F) Change. Changed or changing conditions in a particular area make an amendment necessary and desirable.
- G) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval of Rezoning the property to **R-3, Multi-Family Residential Suburban District**, to the City Council, subject to the following condition:

1. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **\$324.14**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

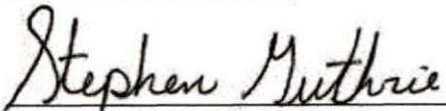
Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org)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

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By: 

Stephen Guthrie

Deputy Director of Planning and Zoning



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

August 25, 2025

Shabbir Hossain
Star Signature Homes, LLC
1442 West I-65 Service Road South
Mobile, Alabama 36693

Re: 7211 & 7221 Cottage Hill Road
ZON-UDC-003426-2025
Star Light at Cottage Hill Subdivision
Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)
District 6
Rezoning from Single-Family Residential Suburban District (R-1) to Multi-Family Residential Suburban District (R-3).

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

At its meeting on August 21, 2025, the Planning Commission considered the above referenced application.

After discussion the Planning Commission heldover the rezoning request until the September 18, 2025, meeting to allow concurrent consideration with the accompanying subdivision application.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By: Stephen Guthrie
Stephen Guthrie
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION
July 22, 2025
PUBLIC HEARING NOTICE



Re: 7211 & 7221 Cottage Hill Road
ZON-UDC-003426-2025
Star Light at Cottage Hill Subdivision
Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)
District 6
Rezoning from Single-Family Residential Suburban District (R-1) to Multi-Family Residential Suburban District (R-3).

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, August 21, 2025, at 2:00 p.m. to consider your above referenced application.

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

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, August 20, 2025, to allow adequate time for the Commission members to review the information.

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

MOBILE CITY PLANNING COMMISSION

July 22, 2025

PUBLIC HEARING NOTICE



Re: 7211 & 7221 Cottage Hill Road
 ZON-UDC-003426-2025
 Star Light at Cottage Hill Subdivision
 Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)
 District 6
 Rezoning from Single-Family Residential Suburban District (R-1) to Multi-Family Residential Suburban District (R-3).

Dear Property Owner(s):

This letter is to advise adjacent property owners, as required by State Law, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, August 21, 2025, at 2:00 p.m., to consider the above referenced application.

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

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

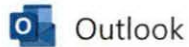
If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at <https://www.buildmobile.org/planning-commission/>. You may also submit comments by letter:

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, August 20, 2025, to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules and Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes.

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



URGENT: Neighborhood Meeting Documentation Due Today for Rezoning Case #ZON-UDC-003426-2025

From Anderson, Logan <dlogananderson@cityofmobile.org>
Date Wed 8/6/2025 1:47 PM
To Civil Engineering <civil@bethel-eng.com>
Cc SHABBIR HOSSAIN <sh@starsignaturehomes.com>

Good afternoon,

This is a courtesy reminder that [complete and compliant Neighborhood Meeting documentation](#) must be submitted to the Planning and Zoning Department by **4:30 P.M. today, August 6th**, for **Rezoning Case #ZON-UDC-003426-2025**.

As of this time, **only postal notification of the Neighborhood Meeting has been received**. In accordance with **Article 5, Section 64-5-4.E.4. of the Unified Development Code (UDC)**, failure to submit all required documentation by the deadline will result in an **automatic holdover of the application**.

Please note that **holdovers due to missing documentation are subject to a reprocessing fee equal to the initial application fee, including postage**.

If you have any questions or need further assistance, please contact the Planning and Zoning Department prior to the deadline.

Thank you for your prompt attention to this matter.

Best regards,

Logan Anderson
Principal Planner
Planning & Zoning


dlogananderson@cityofmobile.org
(251) 208-5895 main

Shabbir Hossain, Star Signature Homes, LLC (ZON-UDC-003426-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>
Date Mon 7/21/2025 10:44 AM
To civil@bethel-eng.com <civil@bethel-eng.com>
Cc Karapetyan, Marine <marine.karapetyan@cityofmobile.org>; Aamoth, Victoria <victoria.aamoth@cityofmobile.org>

Good morning,

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

An invoice for the application fees has been issued. Once payment is received, the application will be placed on the appropriate Planning Commission agenda. However, **the following items must be addressed before the application can be considered complete for Planning Commission review:**

1. Neighborhood Meeting Documentation:

Complete and compliant Neighborhood Meeting documentation must be submitted to the Planning and Zoning Department **by 4:30 PM on Wednesday, August 6, 2025**.

Note: To date, only postal notification of the Neighborhood Meetings has been received.

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

3. Legal Description: Please note that a **complete legal description** of the subject property (not the abbreviated version currently provided) is required in order to calculate the City Council advertising fees. Following the Planning Commission's recommendation, this full legal description must be submitted to the Planning and Zoning Department **before** the application can proceed to the City Council for final consideration.

If the application fees are paid **by noon on Monday, July 21, 2025**, the case will be scheduled for the **August 21, 2025 Planning Commission** agenda. However, please note that if the Neighborhood Meeting documentation is not received by the stated deadline, the application will be held until all outstanding requirements are satisfied.

IMPORTANT

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

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

Logan Anderson
Principal Planner
Planning & Zoning

dlogananderson@cityofmobile.org
(251) 208-5895 main

STATE OF ALABAMA

**DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION**

PURPOSE: In order to form a limited liability company (LLC) under Section 10A-5A-2.01 of the Code of Alabama 1975, this Certificate Of Formation and the appropriate filing fees must be filed with the Office of the Judge of Probate in the county where the entity's initial registered office is located. The information required in this form is required by Title 10A.

INSTRUCTIONS: Mail one (1) signed original and two (2) copies of this completed form and the appropriate filing fees to the Office of the Judge of Probate in the county where the limited liability company's (LLC) registered office is/will be located. Contact the Judge of Probate's Office to determine the county filing fees. **Make a separate check or money order payable to the Secretary of State for the state filing fee of \$100.00** for standard filing and the Judge of Probate's Office will transmit the fee along with a certified copy of the Certificate to the Office of the Secretary of State within 10 days after the Certificate is filed. Your notification of filing was provided by the Probate Judge's Office via a stamped copy which is evidence of existence (if it is certified by the Probate Office) according to 10A-1-4.04(c) and the Secretary of State's Office does not send out a copy. You may pay the Secretary of State fees by credit card if the county you are filing in will accept that method of payment. Your entity will not be indexed if the credit card does not authorize and will be removed from the index if the check is dishonored (\$30.00 fee).

(For County Probate Office Use Only)

The information completing this form must be typed (for your convenience the information is fill-able on this computer form on the website above).

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with Code of Alabama, Title 10A-1-5.06. You may use Professional or Series before Limited Liability Company if they apply or you may use those abbreviations):
STAR SIGNATURE HOMES LLC
2. A copy of the Name Reservation certificate from the Office of the Secretary of State must be attached and the name reserved must agree with item 1 above [proves name reservation under 10A-1-4.02(f)].

This form was prepared by: (type name and full address)
Shabbir Hossain
1442 W I-65 SERVICE RD S
MOBILE, AL 36693

(For SOS Office Use Only)

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

3. The name of the Registered Agent located at the Registered Office (only one agent):

Shabbir Hossain

Street **(No PO Boxes)** address of Registered Office (must be located in Alabama):

1442 W I-65 SERVICE RD S, MOBILE, AL 36693

Mailing address in Alabama of Registered Office (if different from street address):

4. The undersigned certify that there is at least one member of the limited liability company.

5. Check **only** if the type applies to the Limited Liability Company being formed:

☐ Series LLC complying with Title 10A, Chapter 5A, Article 11

☒ Professional LLC complying with Title 10A, Chapter 5A, Article 8

☐ Non-Profit LLC complying with 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date filed by the Judge of Probate or at the delayed filing date (cannot be prior to the filing date) specified in this filing. 10A-1-4.12

The undersigned specify ____/____/____ as the effective date (must be on or after the date filed in the office of the county Judge of Probate, but no later than the 90th day after the date this instrument was signed) and the time of filing to be ____:____ ☐ AM or ☐ PM. (cannot be noon or midnight – 12:00)

☐ Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

11 / 01 / 2020

Date (MM/DD/YYYY)

Signature as required by 10A-5A-2.04

Shabbir Hossain

Typed Name of Above Signature

OWNER/PRESIDENT

Typed Title (Organizer or Attorney-in-fact)

Additional Organizers/Attorney-in-facts may sign (add additional sheets if necessary).

John H. Merrill
Secretary of State

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

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

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

STAR SIGNATURE HOMES LLC

This name reservation is for the exclusive use of SHABBIR HOSSAIN, 1442 W I-65 SERVICE RD S, MOBILE, AL 36693 for a period of one year beginning October 20, 2020 and expiring October 20, 2021



RES911291

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

October 20, 2020

Date

A handwritten signature in cursive script, reading "J. H. Merrill".

John H. Merrill

Secretary of State



bethel
ENGINEERING

July 21, 2024

Planning & Zoning Department
City of Mobile
P.O. Box 1827
Mobile, AL 36699

Legal Description of Site

RE: 7211 Cottage Hill Road

Property Owner: Star Signature Homes LLC

Property Address: 7211 Cottage Hill Road #A & #B

Parcel Number: R023303064000066.000

Key Number: 01104227

Flood Zone: N/A

Zoning District: R-1

Legal Description:

COMMENCING AT A POINT ON THE SOUTH SIDE OF COTTAGE HILL ROAD WHERE THE EAST LINE OF LYNNDELL SUBDIVISION INTERSECTS THE SOUTH LINE OF COTTAGE HILL ROAD, SAID POINT BEING THE NORTH EAST CORNER OF LOT 1 OF SAID LYNNDELL SUBDIVISION: THENCE RUN N 51°31'00" E, A DISTANCE OF 192.21 FEET TO THE POINT OF BEGINNING; THENCE RUN S 0°09'06" W, A DISTANCE OF 558.99 FEET TO A POINT OF BEGINNING; THENCE RUN S A DISTANCE OF 485.25 FEET TO A POINT; THENCE RUN N 20°16'10" E A DISTANCE OF 137.01 FEET TO A POINT; THENCE RUN N 32°19'02" W, A DISTANCE OF 155.10 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, THENCE RUN S 52°37'24" W, A DISTANCE OF 298.09 FEET TO THE POINT OF BEGINNING, CONTAINING 3.88 ACRES, MORE OR LESS.



bethel
ENGINEERING

December 3, 2024

Planning & Zoning Department
City of Mobile
P.O. Box 1827
Mobile, AL 36699

Legal Description of Site

RE: 7211 Cottage Hill Road

Property Owner: Star Signature Homes LLC

Property Address: 7211 Cottage Hill Road #A & #B

Parcel Number: R023303064000066.000

Key Number: 01104227

Flood Zone: N/A

Zoning District: R-1

Legal Description: COMG AT PT ON S/S OF COTTAGE HILL RD WHERE E/L LYNDELL S/D INTERSECTS S/L OF COTTAGE HILL RD SD PT BEING NE COR LOT 1 OF SD LYNDELL S/D MBK 9 P 31 TH RUN NELY ALG S/L COTTAGE HILL RD 192.21 FT TH RUN SLY 300 FT TO PT WHICH IS POB THIS PAR OF LAND TH NELY 110 FT TO PT WHICH PT IS 350 FT S OF S/L OF COTTAGE HILL RD TH N 51 DEG 31 MIN E ALG S/L OF COTTAGE HILL RD 140 FT (S) TH S 31 DEG 48 MIN E 173.15 FT TH S 19 DEG 55 MIN W 138 FT -S- TH S 07 DEG 26 MIN W 485.19 FT TH W 210 FT TH N 274.25 FT TO PO

C2408-001 – 7211 Cottage Hill Road – ZON-UDC-3163-2024

Vince,

Staff has completed its review of the above Rezoning application. The following must be addressed before the application can be considered complete and placed on an agenda:

1. If you have not done so already, please provide the DWG AutoCAD file for the site plan to our GIS staff (Marine has been copied here for your convenience); **DONE**
2. Please provide the date, time, and location proposed for the upcoming Neighborhood Meeting for the Rezoning request. **CLIENT SENT TO PLANNING AND ZONING**
3. All required compliant Neighborhood Meeting documents must be submitted to Planning staff by no later than January 1, 2025; and
4. Please submit a complete Subdivision Application.
 - a. The site proposed for rezoning appears to be comprised of two (2) metes-and-bounds parcels. Additionally, it seems like you are proposing to exclude the existing cell tower lease parcel from the rezoning request (which would create a split zoned parcel). As such, you will need to submit a two (2) lot Subdivision request to combine the two (2) existing metes-and-bounds parcels into one (1) and to delineate the cell tower lease parcel into its own separate lot. This will convert all parcels into legal lots of record and avoid split zoning any parcel. **DONE**

Once all items have been addressed, and a complete Subdivision application has been submitted, an invoice will be issued for both sets of application fees to be processed. It is important to note that the application will not be considered complete until all of the above have been addressed and fees have been processed. If items 1, 2, and 4 are completed by **no later than noon on 12/16/2024** the applications may proceed concurrently and will be placed on the agenda for the 1/16/2024 Planning Commission meeting. If you are not able to meet the above deadline or if all Neighborhood Meeting Documentation is not received by 1/1/2025, BOTH cases will be heldover until such time as they are made complete.

Should you have any questions or concerns please don't hesitate to reach out.

Best Regards,
Payton W. Rogers, CAPZO
Planner II
Planning & Zoning

****SHABBIR HAS HIS NEXT NEIGHBORHOOD MEETING SCHEDULED FOR 7/30/2025 AND POLYSURVEYING WILL ALSO BE SUBMITTING THEIR REVISION TODAY AS WELL.**

NEIGHBORHOOD MEETING

REZONING 7221 & 7211 Cottage Hill Road, Mobile AL 36695.

Location: 7125 Hill Rd, Mobile AL 36695 (Episcopal Church of the Redeemer - Parish Building)

Date: July 30, 2025

Time: 4:00 PM - 5:30 PM

AGENDA DETAILS

I. INTRODUCTIONS

- a. Brief introduction of meeting organizer(s).
- b. Overview of meeting purpose.

II. OVERVIEW OF REZONING REQUEST

- a. Explanation of the proposed rezoning changes.

III. OPEN DISCUSSION / RESIDENT FEEDBACK

- a. Opportunity for attendees to voice opinions and concerns.
- b. Collection of comments or written statements.

IV. CONCLUSION / CLOSING REMARKS

- a. Thank you to the attendees for their participation.

Dear

This letter is to inform you that a Neighborhood meeting has been scheduled to discuss the following application that Star Signature Homes will be submitting to the Mobile City Planning Commission:

1. Application for Zoning Change to rezone the property at 7211 Cottage Hill Rd, Mobile, AL 36695 from Single Family-Residential District (R-1) to Multi-Family Residential District (R-3)

The Neighborhood Meeting will be held at the following time, date, and location:

Date: July 30, 2025

Time: 4:00pm-5:30pm

Location: Episcopal Church of the Redeemer
7125 Hitt Rd., Mobile AL 36695 (Parrish Building)

You are receiving this notice because your property is located within 300 feet of 7211 Cottage Hill Rd, Mobile AL 36695, in compliance with the notification requirements of Article 5 of the city's Unified Development Code (UDC). You or your agent are invited to attend the Neighborhood Meeting to learn more about the above-referenced application, ask questions, and present your views.

Sincerely,

Shabbir Hossain
Star Signature Homes LLC
1442 W. I-65 Service Rd S
Mobile, AL 36693
sh@starsignaturehomes.com

KEYX	PARCEL	NAME
1104156	R023303064000058.000	COLLIER AUGUST FRANK & MARIE ANNE COLLIER
1103692	R023303064000005.000	SOUTHERN STATE LIFE INSURANCE COMPANY
1103781	R023303064000013.000	BLACKMON MAYO & MONTECALVO CYNTHIA
1103790	R023303064000014.000	RP&G LLC
1103807	R023303064000015.000	BOONE KEITH L
1103816	R023303064000016.000	CPAP SOLUTIONS INC
1818894	R023303064000017.001	DELTA DEVELOPMENT L L C
2246117	R023303064000046.003	LUKE 4:18 FELLOWSHIP INC
1512802	R023303064000054.000	LIBERTY REALTY LLC 1
1104147	R023303064000055.000	ROBISON FRANCES W ATTN THOMAS DANIEL WILLIS III
2046100	R023303064000060.001	COTTAGE AIR OFFICE BUILDING LLC C/O CLIMATE CONTROL
1104192	R023303064000062.000	CARPENTER HOMES INC
1104218	R023303064000065.000	STAR SIGNATURE HOME LLC
1104227	R023303064000066.000	STAR SIGNATURE HOME LLC
4007509	R023303064000067.002	LUKE 4:18 FELLOWSHIP INC,
1.3E+07	R023303064000020.001	SOUTH ALABAMA ENTERPRISES INC
1104236	R023303064000067.000	LUKE 4:18 FELLOWSHIP INC

MAIL_ADDR1	MAIL_CITY	MAIL_STATE	MAIL_ZIP
2661 LYNNDALL DR	MOBILE	AL	36695 ✓
PO BOX 804	DECHERD	TN	37324 ✓
10185 HUNTERS TRCE N	MOBILE	AL	36608
7200 COTTAGE HILL RD	MOBILE	AL	36695
205 E GREENWICH AVE	ROOSEVELT	NY	11575
PO BOX 850753	MOBILE	AL	36685
8050 COTTAGE HILL RD	MOBILE	AL	36695
2664 SOLLIE RD	MOBILE	AL	36695
2735 BENNINGTON DR	MOBILE	AL	36695
6750 LOTT RD	SEMMES	AL	36575
3230 RIVERVIEW POINT DR	THEODORE	AL	36582
7267 COTTAGE HILL RD	MOBILE	AL	36695
1442 W I65 SERVICE RD S	MOBILE	AL	36693
1442 W I65 SERVICE RD S	MOBILE	AL	36693
2664 SOLLIE RD	MOBILE	AL	36695
8050 COTTAGE HILL RD	MOBILE	AL	36695
2664 SOLLIE RD	MOBILE	AL	36695



COTTAGE HILL
705 OAK CIRCLE DR. W
MOBILE, AL 36609-9998
www.usps.com

07/11/2025

02:52 PM

Product	Qty	Unit Price	Price
U.S. Army 250th	19	\$0.73	\$13.87

Grand Total: \$13.87

Debit Card Remit \$13.87

Card Name: VISA

Account #: XXXXXXXXXXXX2312

Approval #: 117106

Transaction #: 488

Receipt #: 060444

Debit Card Purchase: \$13.87

AID: A0000000980840 Contactless

AL: US DEBIT



Add a Caption

Tuesday • Jul 15, 2025 •
3:55PM

Adjust

🔗 IMG_2270

Apple iPhone 14

HEIC

Ultra Wide Camera — 13 mm, f2.4

12 MP • 4032 × 3024 • 3 MB

VIBRANT

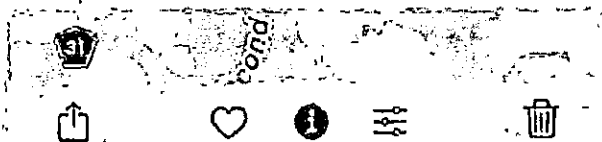
ISO32

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1/1277s



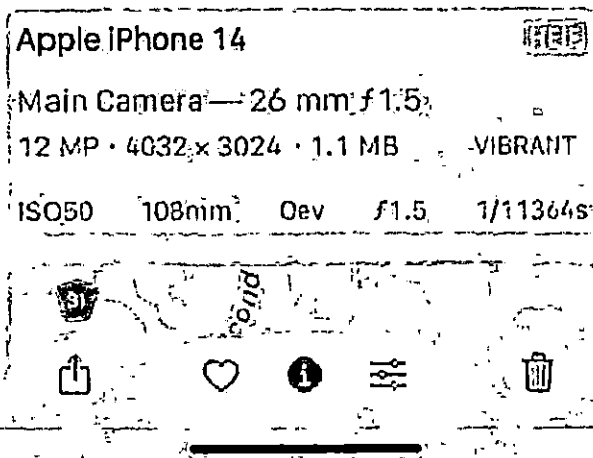
NEIGHBORHOOD MEETING N For Planning Commission Appli

Request: Rezoning
Applicant: Star Signature Homes LLC
Phone #: 251.776.3393
Meeting Date: 07.30.2025
Meeting Time: 4:00 pm - 5:30 pm
Meeting Location: Episcopal Church of The Redeemer
7125 Hitt Rd, Mobile, AL 36695 (Parri

Add a Caption

Tuesday • Jul 15, 2025 • Adjust
3:54 PM

IMG_2269





City of Mobile • Planning & Zoning
Neighborhood Meeting Cover Sheet

Please complete this cover sheet to submit with all required meeting documentation

Date of Submittal: 8/6/2025

The following documentation has been collected, signed, and submitted with this cover sheet to the City of Mobile Planning and Zoning Department for the proposed application(s) (i.e. Rezoning, Planned Development, Conditional Use Permit):

Rezoning application for R1 - R3 on College Hill Rd

Neighborhood Meeting Date: July 30, 2025

Neighborhood Meeting Time: 4:00 - 5:20

Neighborhood Meeting Location: Episcopal Church
7125 Hill Rd, Mobile, AL 36695

The following documents are enclosed (place a checkmark where applicable):

- ☒ Dated photograph(s) of the posted sign(s)
- ☒ The verified address list of surrounding property owners to whom notification was provided
- ☒ A copy of the notice advertising the Neighborhood Meeting
- ☒ A sign-in sheet documenting meeting attendance
- ☒ A written summary or minutes of the meeting
- ☒ Copies of any site plans, building elevations or other documents provided or referenced at the meeting
- ☐ Additional documents (Describe: _____)

Applicant's Name: Shalbi Hossain
(First Name & Last Name)

Applicant's signature attesting to the accuracy of the documentation provided:

X [Signature] Date: 8/6/2025

All required meeting documentation must be submitted to the Planning and Zoning Department not less than 15 days before the applicable Planning Commission meeting date. Failure to do so will require the associated application(s) to be heldover to a later meeting date.



Neighborhood Meetings (Article 5, Section 64-5-4)

Applicability. Neighborhood Meetings are required for the following requests:

1. Any Rezoning to a higher zoning classification (e.g. R-1 to R-3).
2. Any application to create or modify a Planned Development (*not to include modifications to Planned Unit Developments and Planning Approvals approved prior to March 1, 2023*).
3. Any Conditional Use Permit.

Timing. Neighborhood Meetings must be held as follows:

1. No more than 60 days prior to the Planning Commission meeting for which an application is to be, or is filed.
2. A meeting must be held no less than 21 days prior to the Planning Commission meeting for which an application is filed.

***Applicants are encouraged to hold the required Neighborhood Meeting before filing their Planning Commission application.

Notice

1. Signs.
 - a. One (1) weatherproof sign needs to be placed on the property, per street frontage, or per 400 linear feet of street frontage (if the site has more than 400 feet of street frontage).
 - b. Please see the enclosed example sign to determine what information is required to be placed on the sign(s).
 - c. Signs are to be placed no more than 30 days before, and no less than 10 calendar days before the Neighborhood Meeting. Signs must be removed within three (3) working days after the meeting.
2. Postal Notification.
 - a. All property owners within 300 feet of the subject site, the Planning and Zoning Department, and the applicable City Council representative are required to be notified of the Neighborhood Meeting no less than 15 days before the meeting (see attached "how-to" guide to obtain this neighboring property owners' information).
 - b. Postal notices must contain the following information:
 - i. Type of application being submitted (Rezoning, Conditional Use, Planned Development, etc.);
 - ii. A synopsis of the proposal; and
 - iii. Time, date and location of the Neighborhood Meeting.
 - iv. Applicant or agent's valid phone number and email address.

Proceedings of Neighborhood Meeting

1. Neighborhood Meetings must be held in a public or institutional building near the proposed project site (e.g. school, library, community center, etc.). ***If the Neighborhood Meeting is proposed to be held more than one (1) mile from the subject site, you must first contact the Planning and Zoning Department to discuss.
2. Neighborhood Meetings shall be held on weekdays, between the hours of 4:00 p.m. and 8:00 p.m.
3. A Neighborhood Meeting must be scheduled to last at least 1.5 hours.
4. At the Neighborhood Meeting, the applicant or their agent shall provide a complete overview of the proposed application, including a description of the project, and a complete explanation and details of the project sufficient enough for neighbors to gain an understanding of the application.
 - a. For Conditional Use Permits and Planned Developments, a site plan and building elevations shall also be provided.

Required documentation for a Neighborhood Meeting that was held PRIOR to submitting a Planning Commission application:

1. After the Neighborhood Meeting the applicant shall prepare the following materials to submit with their application:
 - a. Dated photograph(s) of the posted sign(s);
 - b. The address list of neighboring property owners to whom notice of the meeting was sent;
 - c. A copy of the notice sent to neighboring property owners;
 - d. The date and location of the meeting;
 - e. A sign-in sheet documenting meeting attendance;
 - f. Written summary or minutes of the meeting;
 - g. Copies of any site plans, building elevations or other documents provided or referenced in the meeting.
2. The applicant must sign the Neighborhood Meeting documentation before submitting it to the Planning and Zoning Department.
3. All Neighborhood Meeting documentation must be submitted no less than 15 days before the Planning Commission meeting date.
 - a. Failure to provide documentation within the prescribed time period will result in an automatic holdover of the application(s).
 - b. Any material changes to the application(s) and associated plans and documents will result in an automatic holdover.
 - c. Holdovers will be charged another application fee, including postage for the Planning and Zoning Department to resend public hearing notices.

Required documentation for a Neighborhood Meeting that has not yet been held prior to submitting a Planning Commission application:

1. A statement of the date, time and location where the Neighborhood Meeting will occur; and
2. A list of all property owners receiving notice of the meeting.

Neighborhood Meeting Checklist:

- ☒ Neighborhood meeting scheduled not more than 60 days, and not less than 21 days, before the Planning Commission meeting date.
- ☒ Sign(s) posted on the subject property not more than 30 days, and not less than 10 days, before the Neighborhood Meeting.
- ☒ Notices advertising the Neighborhood Meeting prepared and mailed to all property owners within 300 feet of the subject property, the Planning and Zoning Department, and the applicable City Council representative no less than 15 days before the meeting.
- ☒ Neighborhood Meeting held.
- ☒ All required Neighborhood Meeting documentation gathered and signed by the applicant/agent:
 - ☒ Dated photograph(s) of the posted sign(s)
 - ☒ The verified address list of surrounding property owners to whom notification was provided
 - ☒ A copy of the notice advertising the Neighborhood Meeting
 - ☒ A sign-in sheet documenting meeting attendance
 - ☒ A written summary or minutes of the meeting
 - ☒ Copies of any site plans, building elevations or other documents provided or referenced at the meeting
- ☒ Sign(s) removed from the subject property within three (3) working days after the Neighborhood Meeting.
- ☒ All required meeting documentation submitted to the Planning and Zoning Department not less than 15 days before the Planning Commission meeting date.



MOBILE CITY PLANNING COMMISSION

NEIGHBORHOOD MEETING DEADLINES SCHEDULE

July 2024 – September 2025

JULY 18, 2024 MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the July 18th Planning Commission agenda:

Earliest Neighborhood Meeting:	Latest Neighborhood Meeting:
May 19 th (Monday)	June 27 th (Thursday)
Last Day Meeting Notices Can Be Mailed:	Last Day Meeting Notices Can Be Mailed:
May 4 th (Saturday)	June 12 th (Wednesday)
Earliest Posting of Signs:	Earliest Posting of Signs:
April 19 th (Friday)	May 28 th (Tuesday)
Latest Posting of Signs:	Latest Posting of Signs:
May 9 th (Thursday)	June 17 th (Monday)

AUGUST 15, 2024 MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the August 15th Planning Commission agenda.

Earliest Neighborhood Meeting:	Latest Neighborhood Meeting:
June 17 th (Monday)	July 25 th (Thursday)
Last Day Meeting Notices Can Be Mailed:	Last Day Meeting Notices Can Be Mailed:
June 2 nd (Sunday)	July 10 th (Wednesday)
Earliest Posting of Signs:	Earliest Posting of Signs:
May 18 th (Saturday)	June 25 th (Tuesday)
Latest Posting of Signs:	Latest Posting of Signs:
June 7 th (Friday)	July 15 th (Monday)

SEPTEMBER 19, 2024 MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the September 19th Planning Commission agenda.

Earliest Neighborhood Meeting:	Latest Neighborhood Meeting:
July 22 nd (Monday)	August 29 th (Thursday)
Last Day Meeting Notices Can Be Mailed:	Last Day Meeting Notices Can Be Mailed:
July 7 th (Sunday)	August 14 th (Wednesday)
Earliest Posting of Signs:	Earliest Posting of Signs:
June 22 nd (Saturday)	July 30 th (Tuesday)
Latest Posting of Signs:	Latest Posting of Signs:
July 12 th (Friday)	August 19 th (Monday)



MOBILE CITY PLANNING COMMISSION

NEIGHBORHOOD MEETING DEADLINES SCHEDULE

July 2024 – September 2025

OCTOBER 17, 2024 MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the October 17 th Planning Commission agenda:	
Earliest Neighborhood Meeting:	Latest Neighborhood Meeting:
August 19 th (Monday)	September 26 th (Thursday)
Last Day Meeting Notices Can Be Mailed:	Last Day Meeting Notices Can Be Mailed:
August 4 th (Sunday)	September 11 th (Wednesday)
Earliest Posting of Signs:	Earliest Posting of Signs:
July 20 th (Saturday)	August 27 th (Tuesday)
Latest Posting of Signs:	Latest Posting of Signs:
August 9 th (Friday)	September 16 th (Monday)

NOVEMBER 21, 2024 MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the November 21 st Planning Commission agenda:	
Earliest Neighborhood Meeting:	Latest Neighborhood Meeting:
September 23 rd (Monday)	October 31 st (Thursday)
Last Day Meeting Notices Can Be Mailed:	Last Day Meeting Notices Can Be Mailed:
September 8 th (Sunday)	October 16 th (Wednesday)
Earliest Posting of Signs:	Earliest Posting of Signs:
August 24 th (Saturday)	October 1 st (Tuesday)
Latest Posting of Signs:	Latest Posting of Signs:
September 13 th (Friday)	October 21 st (Monday)

DECEMBER 19, 2024 MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the December 19 th Planning Commission agenda:	
Earliest Neighborhood Meeting:	Latest Neighborhood Meeting:
October 21 st (Monday)	November 28 th (Thursday)
Last Day Meeting Notices Can Be Mailed:	Last Day Meeting Notices Can Be Mailed:
October 6 th (Sunday)	November 13 th (Wednesday)
Earliest Posting of Signs:	Earliest Posting of Signs:
September 21 st (Saturday)	October 29 th (Tuesday)
Latest Posting of Signs:	Latest Posting of Signs:
October 11 th (Friday)	November 18 th (Monday)



MOBILE CITY PLANNING COMMISSION

NEIGHBORHOOD MEETING DEADLINES SCHEDULE

July 2024 – September 2025

JANUARY 16, 2025 MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the January 16 th Planning Commission agenda.	
Earliest Neighborhood Meeting:	Latest Neighborhood Meeting:
November 18, 2024 (Monday)	December 26, 2024 (Thursday)
Last Day Meeting Notices Can Be Mailed:	Last Day Meeting Notices Can Be Mailed:
November 3, 2024 (Sunday)	December 11, 2024 (Wednesday)
Earliest Posting of Signs:	Earliest Posting of Signs:
October 19, 2024 (Saturday)	November 26, 2024 (Tuesday)
Latest Posting of Signs:	Latest Posting of Signs:
November 8, 2024 (Friday)	December 16, 2024 (Monday)

FEBRUARY 20, 2025 MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the February 20 th Planning Commission agenda.	
Earliest Neighborhood Meeting:	Latest Neighborhood Meeting:
December 23, 2024 (Monday)	January 30, 2025 (Thursday)
Last Day Meeting Notices Can Be Mailed:	Last Day Meeting Notices Can Be Mailed:
December 8, 2024 (Sunday)	January 15, 2025 (Wednesday)
Earliest Posting of Signs:	Earliest Posting of Signs:
November 23, 2024 (Saturday)	December 31, 2024 (Tuesday)
Latest Posting of Signs:	Latest Posting of Signs:
December 13, 2024 (Friday)	January 20, 2025 (Monday)

MARCH 20, 2025 MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the March 20 th Planning Commission agenda.	
Earliest Neighborhood Meeting:	Latest Neighborhood Meeting:
January 20, 2025 (Monday)	February 27, 2025 (Thursday)
Last Day Meeting Notices Can Be Mailed:	Last Day Meeting Notices Can Be Mailed:
January 5, 2025 (Sunday)	February 12, 2025 (Wednesday)
Earliest Posting of Signs:	Earliest Posting of Signs:
December 21, 2025 (Saturday)	January 28, 2025 (Tuesday)
Latest Posting of Signs:	Latest Posting of Signs:
January 10, 2025 (Friday)	February 17, 2025 (Monday)



MOBILE CITY PLANNING COMMISSION

NEIGHBORHOOD MEETING DEADLINES SCHEDULE

July 2024 – September 2025

APRIL 17, 2025 MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the April 17 th Planning Commission agenda.	
Earliest Neighborhood Meeting:	Latest Neighborhood Meeting:
February 17, 2025 (Monday)	March 27, 2025 (Thursday)
Last Day Meeting Notices Can Be Mailed:	Last Day Meeting Notices Can Be Mailed:
February 2, 2025 (Sunday)	March 12, 2025 (Wednesday)
Earliest Posting of Signs:	Earliest Posting of Signs:
January 18, 2025 (Saturday)	February 25, 2025 (Tuesday)
Latest Posting of Signs:	Latest Posting of Signs:
February 7, 2025 (Friday)	March 17, 2025 (Monday)

MAY 15, 2025 MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the May 15 th Planning Commission agenda.	
Earliest Neighborhood Meeting:	Latest Neighborhood Meeting:
March 17, 2025 (Monday)	April 24, 2025 (Thursday)
Last Day Meeting Notices Can Be Mailed:	Last Day Meeting Notices Can Be Mailed:
March 2, 2025 (Sunday)	April 9, 2025 (Wednesday)
Earliest Posting of Signs:	Earliest Posting of Signs:
February 15, 2025 (Saturday)	March 25, 2025 (Tuesday)
Latest Posting of Signs:	Latest Posting of Signs:
March 7, 2025 (Friday)	April 14, 2025 (Monday)

JUNE 12, 2025 MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the June 12 th Planning Commission agenda.	
Earliest Neighborhood Meeting:	Latest Neighborhood Meeting:
April 14, 2025 (Monday)	May 22, 2025 (Thursday)
Last Day Meeting Notices Can Be Mailed:	Last Day Meeting Notices Can Be Mailed:
March 30, 2025 (Sunday)	May 7, 2025 (Wednesday)
Earliest Posting of Signs:	Earliest Posting of Signs:
March 15, 2025 (Saturday)	April 22, 2025 (Tuesday)
Latest Posting of Signs:	Latest Posting of Signs:
April 4, 2025 (Friday)	May 12, 2025 (Monday)



MOBILE CITY PLANNING COMMISSION

NEIGHBORHOOD MEETING DEADLINES SCHEDULE

July 2024 – September 2025

JULY 17, 2025 MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the July 17 th Planning Commission agenda.	
Earliest Neighborhood Meeting:	Latest Neighborhood Meeting:
May 19, 2025 (Monday)	June 26, 2025 (Thursday)
Last Day Meeting Notices Can Be Mailed:	Last Day Meeting Notices Can Be Mailed:
May 4, 2025 (Sunday)	June 11, 2025 (Wednesday)
Earliest Posting of Signs:	Earliest Posting of Signs:
April 19, 2025 (Saturday)	May 27, 2025 (Tuesday)
Latest Posting of Signs:	Latest Posting of Signs:
May 9, 2025 (Friday)	June 16, 2025 (Monday)

AUGUST 21, 2025 MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the August 21 st Planning Commission agenda.	
Earliest Neighborhood Meeting:	Latest Neighborhood Meeting:
June 23, 2025 (Monday)	July 31, 2025 (Thursday)
Last Day Meeting Notices Can Be Mailed:	Last Day Meeting Notices Can Be Mailed:
June 8, 2025 (Sunday)	July 16, 2025 (Wednesday)
Earliest Posting of Signs:	Earliest Posting of Signs:
May 24, 2025 (Saturday)	July 1, 2025 (Tuesday)
Latest Posting of Signs:	Latest Posting of Signs:
June 13, 2025 (Friday)	July 21, 2025 (Monday)

SEPTEMBER 18, 2025 MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the September 18 th Planning Commission agenda.	
Earliest Neighborhood Meeting:	Latest Neighborhood Meeting:
July 21, 2025 (Monday)	August 28, 2025 (Thursday)
Last Day Meeting Notices Can Be Mailed:	Last Day Meeting Notices Can Be Mailed:
July 6, 2025 (Sunday)	August 13, 2025 (Wednesday)
Earliest Posting of Signs:	Earliest Posting of Signs:
June 21, 2025 (Saturday)	July 29, 2025 (Tuesday)
Latest Posting of Signs:	Latest Posting of Signs:
July 11, 2025 (Friday)	August 18, 2025 (Monday)

Neighborhood Meeting

Date: July 30, 2025

Time: 4:00 PM - 5:30 PM

Location of Neighborhood Meeting: Parish Building
Episcopal Church of the Redeemer
7125 Hitt Rd, Mobile AL 36695

Project Location: 7211 & 7221 Cottage Hill Rd, Mobile AL 36609

Project/Application (e.g. Rezoning from R-1 to B-1):

Rezoning from R-1 to R-3

Applicant's Signature Attesting to the Accuracy of This Sheet:

x [Signature]

Date: 7/30/2025

Please Sign In:

Name: BENNY SNOW

Email: BSNOWL@AOL.COM

Address: 7421 Cottage Hill

Phone: 251-232 2444

Name: MARTIN DORSETT

Email: MDORSETT59@GMAIL.COM

Address: 2664 SOLIE RD
(LUKE 4:18 FELLOWSHIP)

Phone: 251-281-1481 OFFICE
251-401-0774 CELL

Name:

Email:

Address:

Phone:

Name:

Email:

Address:

Phone:

Neighborhood Meeting Sign-In Sheet

Date: July 30, 2025

Meeting Location: 7125 Hitt Rd, Mobile AL 36695

Applicant: Star Signature Homes LLC

Application(s): Rezoning R-1 to R-3

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Neighborhood Meeting Sign-In Sheet

Date: July 30, 2025

Meeting Location: 7125 Hitt Rd, Mobile AL 36695

Applicant: Star Signature Homes, LLC

Application(s): Rezoning R-1 to R-3

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Neighborhood Meeting Summary

Meeting Date: July 30, 2025

Meeting Time: 4:00PM - 5:30PM

Meeting Location: Episcopal Church
of the Redeemer
7125 Hitt Rd, Mobile AL 36695

Below is a summary of the proposed project presented at the Neighborhood Meeting:

During the neighborhood meeting, we presented the proposed site plan, which includes 12 cottage-style multi-family buildings resulting in a total of 24 units. The current plan is to develop luxury multi-family rental units designed to enhance the neighborhood's character while high quality housing options.

The following information was distributed (e.g. site plan, building elevation drawings, traffic study, etc.):

Site Plan

Please attach copies of the distributed information to this summary.

Below is a summary of what occurred at the meeting (please provide the names of anyone who spoke, summarize any questions and responses, summarize any pertinent information discussed or any important activities that occurred):

At the neighborhood meeting, the proposed zoning changes and site plan were presented for community input. The following individuals spoke and provided feedback:

• Mr. Remmy Snow expressed that he is not opposed to the proposed zoning changes. He suggested that developing an age-targeted / senior-friendly community.

Neighborhood Meeting Summary

Date: July 30, 2025

Applicant: Star Signature Homes, LLC

Meeting Location: 7125 Hitt Rd, Mobile, AL 36695

Application: Rezoning R-1 to R-3

(Meeting summary, continued)

could be beneficial option for the area.
- Mr. Martin Dalscott, who owns the lot adjacent to the subject property, noted that his fence was accidentally damaged during the clearing of the lot. He requested that it be repaired. Mr. Dalscott also voiced his support for the project and did not raise any objection to the proposed development.

If meeting minutes were recorded, please provide a copy of the written minutes with this summary.

The Neighborhood Meeting ended at the following time: July 20, 5:30 pm.

Applicant's signature attesting to the accuracy of this summary:

X [Signature]

Date: July 31, 2025



Planning Commission Application

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

Fees

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

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

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

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

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

☐ Conditional Use Permits

Checklist A

☐ Planned Development

Checklist C

☒ Rezoning, Text Amendment, or Specific Area Plan Amendments

Checklist B

☐ Previously approved Planning Approvals or Planned Unit Development

Checklist D

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

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

	Applicant	Agent (If Applicable)
Name:	Shabbir Hossain	Vincent D. LaCoste II
Firm:	Star Signature Homes LLC	Bethel Engineering
Phone:	251-214-4727	251-661-4747
Email:	sh@starsignaturehomes.com	civil@bethel-eng.com
Address:	1442 W I-65 Service Road S Mobile AL 36693	3633 Executive Park Drive Mobile AL 36606

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

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

Revised February 2023

Doc ID: 1da8b4029e52e058cc33e1496a8ee6552fd7ab8e

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	Owner	Design Professional
Name:	Shabbir Hossain	Vincent D. LaCoste II
Firm:	Star Signature Homes LLC	Bethel Engineering
Phone:	251-214-4727	251-661-4747
Email:	sh@starsignaturehomes.com	civil@bethel-eng.com
Address:	1442 W I-65 Service Road S Mobile AL 36693	3633 Executive Park Drive Mobile AL 36606

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

7211 Cottage Hill Road	3.88
Property Address	Property Area (acres or square feet)
R023303064000066.000	
Parcel Number(s) or Key Number(s)	
R-1	R-3
Present Zoning or Transect District	Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

SHABIR HOSSAIN	12 / 03 / 2024
Owner Signature	Date
	12/3/2024
Applicant or Agent Signature (if applicable)	Date

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

	12/3/2024
Applicant or Agent Signature	Date

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

Revised February 2023

CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

The following information is required to evaluate applications for Rezoning, Text Amendments, or Specific Area Plan Amendments. Please provide a statement for all items.

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

- | | |
|---|--|
| ☒ Planning Commission Application

☐ Neighborhood Meeting documentation
☒ Boundary Plan | ☒ A Concept Plan or Site Plan due to complexity of project or if required by Planning Commission

☐ Traffic Impact Studies, as prescribed by the Traffic Engineer |
|---|--|

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
 This proposal will allow for residential duplex houses to be built, which will promote a mix of housing types in this area to meet the residents diverse needs. This project will improve a large, mostly vacant property.

mixed commercial corridor
 Future Land Use Map (FLUM) Designation

R-3
 Requested Zoning

2. Was there a mistake or error in the original zoning map? ☐ Yes ☒ No
 If yes, describe the error

3. Describe how this proposal promotes the community's health, safety, and welfare.
 This proposal will allow for planned new duplexes to provide affordable housing.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.
 The property is zoned R-1. To allow for more affordable housing, R-3 is requested to allow duplex houses.

B. SITE AND NEIGHBORHOOD COMPATIBILITY The following will be considered when evaluating application for compatibility with surrounding uses.

1. Describe the current development trends in the area of the property.

There have been very little developments in this area for many years.

2. Describe the surrounding land uses.

There are adjacent properties zoned R-1 and B3.

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.

I am not aware of any adverse impacts this project presents.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.

No traffic impacts are anticipated

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

The project will allow for vacant property in an area of the city in need of development to develop duplexes to provide for affordable housing.

C. SPECIFIC AREA PLANS For Specific Area Plans (regulating plans, Neighborhood Plans, and overlay districts), describe proposed changes to area plan.

N/A

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

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

Revised February 2023

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NEIGHBORHOOD MEETING DOCUMENTATION

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

This section applies to any of the following applications:

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

Please verify the following documentation is provided:

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

Neighborhood Meeting Proceedings:

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

2. What information was presented at the meeting?

3. What concerns were raised during the meeting?

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

Title	Cottage Hill Application
File name	APPLICATION.pdf
Document ID	1da8b4029e52e058cc33e1496a8ee6552fd7ab8e
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



SENT

12 / 03 / 2024

16:32:49 UTC

Sent for signature to Shabbir Hossain
(sh@starsignaturehomes.com) from denise@bethel-eng.com
IP: 170.249.168.106



VIEWED

12 / 03 / 2024

16:34:06 UTC

Viewed by Shabbir Hossain (sh@starsignaturehomes.com)
IP: 107.116.180.67



SIGNED

12 / 03 / 2024

16:35:15 UTC

Signed by Shabbir Hossain (sh@starsignaturehomes.com)
IP: 107.116.180.67



COMPLETED

12 / 03 / 2024

16:35:15 UTC

The document has been completed.



Plan Submission Contact Information

Name of Project 7721 & 7211 Cottage Hill Road - Shabbir Hossain

Address same as above

Owner Star Signature Homes LLC

Address 1442 W I-65 Service Road S Mobile AL Zip Code 36693

Phone 251-214-4727 Fax _____ Email sh@starsignaturehomes.com

Authorized Agent Bethel Engineering

Address 3233 Executive Park Circle Mobile AL Zip Code 36606

Phone 251-661-4747 Fax _____ Email civil@bethel-eng.com

Contractor _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer Bethel Engineering

Address 3233 Executive Park Circle Mobile AL Zip Code 36606

Phone 251-661-4747 Fax _____ Email civil@bethel-eng.com

Architect _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Submitted by:

Signature

7/21/2025

Date

Vincent D. LaCoste

Print

Civil Engineer

Affiliation to project/Organization



bethel
ENGINEERING

December 3, 2024

Planning & Zoning Department
City of Mobile
P.O. Box 1827
Mobile, AL 36699

JSUTIFICATION

This proposal will allow for residential duplex houses to be built which will promote a mix of housing types in this area to meet the residents' diverse needs.

Thank You,

Vincent D. LaCoste II

R023303064000005.000
SOUTHERN STATE LIFE INSURANCE
COMPANY
PO BOX 804
DECHERD TN 37324

R023303064000015.000
BOONE KEITH L
205 E GREENWICH AVE
ROOSEVELT NY 11575

R023303064000046.003
LUKE 4:18 FELLOWSHIP INC
2664 SOLLIE RD
MOBILE AL 36695

R023303064000058.000
COLLIER AUGUST FRANK & MARIE ANNE
COLLIER
2661 LYNNDALL DR
MOBILE AL 36695

R023303064000065.000
STAR SIGNATURE HOME LLC
1442 W I65 SERVICE RD S
MOBILE AL 36693

R023303064000020.001
SOUTH ALABAMA ENTERPRISES INC
8050 COTTAGE HILL RD
MOBILE AL 36695

R023303064000013.000
BLACKMON MAYO & MONTECALVO
CYNTHIA
10185 HUNTERS TRCE N
MOBILE AL 36608

R023303064000016.000
CPAP SOLUTIONS INC
P O BOX 850753
MOBILE AL 36685

R023303064000054.000
LIBERTY REALTY LLC 1
2735 BENNINGTON DR
MOBILE AL 36695

R023303064000060.001
COTTAGE AIR OFFICE BUILDING LLC C/O
CLIMATE CONTROL
7291 COTTAGE HILL RD
MOBILE AL 36695

R023303064000066.000
STAR SIGNATURE HOME LLC
1442 W I65 SERVICE RD S
MOBILE AL 36693

R023303064000067.000
LUKE 4:18 FELLOWSHIP INC
2664 SOLLIE RD
MOBILE AL 36695

R023303064000014.000
RP&G LLC
7200 COTTAGE HILL RD
MOBILE AL 36695

R023303064000017.001
DELTA DEVELOPMENT L L C
8050 COTTAGE HILL RD
MOBILE AL 36695

R023303064000055.000
ROBISON FRANCES W
2687 LYNNDALL DR
MOBILE AL 36695

R023303064000062.000
CARPENTER HOMES INC
7267 COTTAGE HILL RD
MOBILE AL 36695

R023303064000067.002
LUKE 4:18 FELLOWSHIP INC,
2664 SOLLIE RD
MOBILE AL 36695



Agenda Item # 2 - HOLDOVER

SUB-003240-2025 & ZON-UDC-003426-2025

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

[Applicant Materials for Consideration – Subdivision](#)

[Applicant Materials for Consideration – Rezoning](#)

DETAILS

Location:

7211 & 7221 Cottage Hill Road

Subdivision Name:

Star Light at Cottage Hill Subdivision

Applicant / Agent:

Shabbir Hossain / Vincent D. LaCoste, II, Bethel Engineering

Property Owner(s):

Star Signature Homes, LLC

Current Zoning:

R-1, Single-Family Residential Suburban District

Proposed Zoning:

R-3, Multi-Family Residential Suburban District

Future Land Use:

Mixed Commercial Corridor

Applicable Codes, Policies, and Plans:

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

Proposal:

- Subdivision approval to create two (2) legal lots of record.
- Rezoning from R-1 to R-3
 - Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:

- Subdivision of two (2) lots; and
- Rezoning from R-1 to R-3.

Report Contents:

	Page
Context Map	2
Holdover Comments.....	3
Holdover Considerations	3
Site History	4
Staff Comments	5
Commission Considerations	9
Exhibits.....	11

PLANNING COMMISSION **VICINITY MAP - EXISTING AERIAL**



The site is surrounded by residential and commercial units.

APPLICATION NUMBER <u>2</u>	DATE <u>September 18, 2025</u>	
APPLICANT <u>Star Light at Cottage Hill Subdivision</u>		
REQUEST <u>Subdivision, Rezoning from R-1 to R-3</u>		

HOLDOVER COMMENTS

The applications were held over from the August 21st meeting, with revisions required to be submitted no later than Tuesday, September 2nd, in order to address the following:

1. Revise the plat to clearly depict the configuration of both proposed lots;
2. Revise the plat to clearly depict either the minimum existing right-of-way width or a dedicated 100-foot-wide right-of-way, which is greater, along Cottage Hill Road;
3. Revise the plat to include the area of the second lot in both square feet and acres;
4. If the applicant instead intends to create three (3) legal lots to correspond with the boundaries of the lease parcels, the applicant must submit a revised plat, new mailing labels, and additional fees for the third lot.

No additional information was provided by the applicant for staff's review. As a result, staff is unable to determine whether the proposed subdivision meets the minimum requirements of the Subdivision Regulations for lots served by public water and sanitary sewer in either an R-1 Suburban District or an R-3 Suburban District, as proposed via the rezoning application.

Sections 10.C.3. and 10.C.3.(a) of the Subdivision Regulations allow a subdivision application to be held over one (1) time, with any additional holdover requiring a new application and fees. Because the proposed subdivision would not create a split-zoning condition or other regulatory conflict, its approval is not dependent on the outcome of the rezoning request. The Planning Commission may take action on the subdivision independently, based on whether it meets the minimum requirements of the Subdivision Regulations.

Similarly, Article 5, Section 64-5-5.D.2.(b) of the Unified Development Code limits a rezoning application to one (1) holdover. Approval of the rezoning is not contingent upon subdivision approval, provided the legal description accurately identifies the property boundaries. The Planning Commission may act on each request independently, taking action on the rezoning and subdivision separately, as appropriate.

SUBDIVISION HOLDOVER CONSIDERATIONS

Standards of Review:

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

Considerations:

The Subdivision request is under review for the following considerations:

1. Compliance with Section 5.A.2(e) of the Subdivision Regulations regarding the required lot information necessary to meet minimum subdivision plat standards.
2. Compliance with Section 6.B.9 of the Subdivision Regulations regarding the minimum existing right-of-way along Cottage Hill Road or dedication to provide a 100-foot-wide right-of-way, whichever is greater.

REZONING HOLDOVER CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-5.E. states that Rezoning is intended to carry out the objective of a sound, stable and desirable development and that casual change or amendment would be detrimental to the achievement of that objective.

The UDC goes on to say that zoning changes should be consistent with the Comprehensive Plan. However, the Comprehensive Plan and Future Land Use Plan (FLUP) and Map (FLUM) are meant to serve as a general guide, not a detailed lot and district plan; they are not a legal mandate for development. The FLUP and FLUM allow the Planning Commission and City Council to consider individual cases based on several factors including: surrounding development, classification requested, timing of the request, and the appropriateness and compatibility of the proposed use with the zoning classification.

The UDC states that an application for rezoning shall include a statement of the justification for the proposed amendment that addresses all of the following:

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

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

Considerations:

If the Planning Commission considers approving the Rezoning request it should be subject to the following condition(s):

1. Full compliance with all municipal codes and ordinances.

SITE HISTORY

The site was officially annexed into the City of Mobile as part of the *Cottage Hill Corridor Annexation*, adopted by the City Council on May 9, 2023.

Historically, the property has been used for residential purposes, except for a telecommunications tower located on a leased parcel near the south and west property lines. The telecommunications tower was constructed prior

to annexation and may be considered non-conforming, subject to the applicable provisions of Article 6 of the Unified Development Code (UDC).

There are no Planning Commission or Board of Zoning Adjustment cases associated with the site.

STAFF COMMENTS

Engineering Comments:

Subdivision:

FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review):

- A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
- B. Show and label LOT 2.
- C. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo LOTS 1 and 2 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – 6,000 SF AND LOT 2 – NONE.
- D. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
- E. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit.
- F. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
- G. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.
- H. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
- I. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

No comments.

Traffic Engineering Comments:

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

Urban Forestry Comments:

Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p.

1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

Fire Department Comments:

All projects located within the City Limits of Mobile shall comply with the provisions of the City of Mobile Fire Code Ordinance, which adopts the 2021 edition of the *International Fire Code (IFC)*.

Fire apparatus access roads shall be provided to within 150 feet of all non-sprinklered commercial buildings and within 300 feet of all sprinklered commercial buildings, as measured along an approved route around the exterior of the facility.

An approved fire water supply capable of meeting the requirements set forth in *Appendices B and C* of the 2021 IFC shall be provided for all commercial buildings.

Fire hydrant placement shall comply with the following minimum standards:

- Within 400 feet of non-sprinklered commercial buildings
- Within 600 feet of sprinklered commercial buildings
- Within 100 feet of fire department connections (FDCs) serving standpipe or sprinkler systems

Although the *International Residential Code (IRC)* functions as a stand-alone document for the construction of one- and two-family dwellings and townhouses, it does not govern the design or layout of emergency access or community-level fire protection infrastructure. Therefore, residential developments must also comply with the applicable requirements of the *International Fire Code*, including, but not limited to, those listed above concerning the design, construction, regulation, and maintenance of fire apparatus access roads and fire protection water supplies.

Planning Comments:

Subdivision

The purpose of this application is to create two (2) legal lots of record from two (2) existing metes-and-bounds parcels. The site is served by public water and sanitary sewer.

The preliminary plat illustrates a single proposed lot, labeled Lot 1, and two (2) lease parcels, each of which exceeds 3,000 square feet in area and are developed with a telecommunications tower and associated equipment. Under current regulations, any parcel 3,000 square feet or more must be established as a legal lot of record. Although the lease parcels existed in their current configuration prior to annexation, the concurrent Rezoning application reflects an intent to redevelop the property, thereby triggering the requirement for full compliance with current regulations, including the Subdivision Regulations.

As the Subdivision request is for two (2) legal lots, the plat must be revised to clearly depict the configuration of both proposed lots, as staff cannot infer the intent of their design from the application materials provided.

If the applicant instead intends to create three (3) legal lots—to correspond with the boundaries of the lease parcels—then the application will need to be held over. In that case, the applicant must submit a revised plat, new mailing labels, and additional fees for the third lot before the application may proceed.

The site fronts Cottage Hill Road, classified as a Minor Arterial Street, which requires a 100-foot-wide right-of-way at this location. Although the preliminary plat reflects a varying right-of-way width, internal mapping data and parcel records suggest that sufficient right-of-way exists. Therefore, if approved, the plat must be revised to clearly depict either the minimum existing right-of-way width or a dedicated 100-foot-wide right-of-way, whichever is greater.

The two (2) lease areas, regardless of their final configuration, do not have frontage on a public street. Per Section 6.C.4. of the Subdivision Regulations, all lots outside of a private street subdivision must abut a dedicated and maintained public street. However, Article 3, Section 64-3-2.A. of the Unified Development Code (UDC) allows for access via a recorded, dedicated easement or other legal instrument.

A 23-foot-wide access and utilities easement is illustrated on the preliminary plat, providing access to both lease areas via a driveway through the proposed development. Given that traffic generated by telecommunications towers is generally limited to periodic maintenance, this configuration may be sufficient. Nonetheless, a waiver of Section 6.C.4. will be required for approval of the subdivision as proposed.

Proposed Lot 1 exceeds the minimum area requirements for lots served by public water and sewer in both the R-1 Suburban (7,200 sq. ft.) and R-3 Suburban (10,000 sq. ft.) zoning classifications. The plat appropriately labels this lot's area in both square feet and acres, as required by Section 5.A.2(e)(4) of the Subdivision Regulations. This information must be retained on the Final Plat, adjusted as needed for any required dedication.

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construction of residential duplex houses, which is intended to promote a diverse mix of housing types to better accommodate the varied needs of prospective residents.

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The subject site is bordered by properties zoned R-1 to the east, south, and west, which are generally developed with single-family residential housing. To the north, properties are zoned B-3, Community Business Suburban District, supporting a mix of commercial uses.

The land use along this segment of Cottage Hill Road includes a mix of single-family residences, religious institutions, warehousing, general retail, and office uses. However, the predominant land use in the immediate vicinity remains single-family residential.

The Unified Development Code (UDC) and its associated zoning map are based on long-range comprehensive planning studies and serve to guide orderly and desirable development. Casual or unsupported amendments to the UDC can undermine this goal. Therefore, rezoning requests are evaluated based on the following criteria:

- Consistency with the Comprehensive Plan
- Existence of a mistake or error in the original zoning map
- Compatibility with the surrounding neighborhood
- Promotion of public health, safety, and welfare
- Capacity of infrastructure to support the proposed zoning
- Presence of changed or changing conditions justifying the amendment

In this case, no justification was submitted by the applicant addressing these criteria.

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- The character of surrounding development
- The compatibility of multi-family housing along this specific segment of Cottage Hill Road
- The lack of formal justification based on UDC criteria
- The potential impacts—positive or negative—on the existing neighborhood

While the site's location along a designated corridor and adjacent to B-3 zoning could support a transition in land use intensity, approval should be based on a clear determination that the request aligns with both the intent of the Comprehensive Plan and the UDC's rezoning criteria.

SUBDIVISION CONSIDERATIONS

Standards of Review:

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

Considerations:

The Planning Commission should consider a holdover of the request until the September 18, 2025, meeting, with revisions submitted no later than Tuesday, September 2nd, to allow the applicant to address the following:

1. Revise the plat to clearly depict the configuration of both proposed lots;
2. Revise the plat to clearly depict either the minimum existing right-of-way width or a dedicated 100-foot-wide right-of-way, which is greater, along Cottage Hill Road;
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The UDC goes on to say that zoning changes should be consistent with the Comprehensive Plan. However, the Comprehensive Plan and Future Land Use Plan (FLUP) and Map (FLUM) are meant to serve as a general guide, not a detailed lot and district plan; they are not a legal mandate for development. The FLUP and FLUM allow the Planning Commission and City Council to consider individual cases based on several factors including: surrounding development, classification requested, timing of the request, and the appropriateness and compatibility of the proposed use with the zoning classification.

The UDC states that an application for rezoning shall include a statement of the justification for the proposed amendment that addresses all of the following:

- A) Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
- B) Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
- C) Compatibility. Whether the proposed amendment is compatible with:
 - (1) The current development trends, if any, in the vicinity of the subject property;
 - (2) Surrounding land uses;
 - (3) Would adversely impact neighboring properties; or
 - (4) Cause a loss in property values.
- D) Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare;

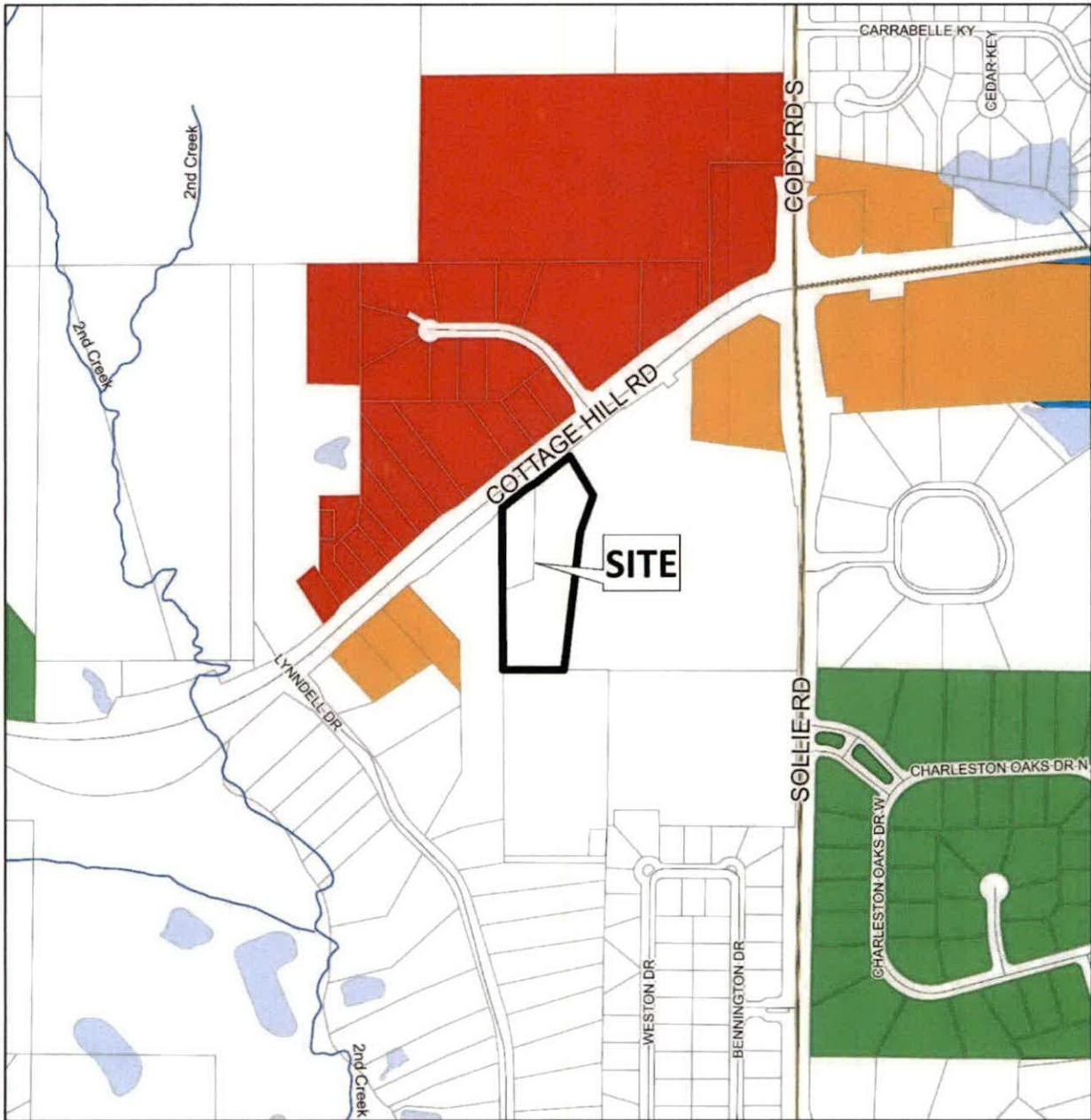
- E) Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and
- F) Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.
- G) Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Considerations:

The Planning Commission should consider a holdover of the request until the September 18, 2025, meeting to allow concurrent consideration with the accompanying subdivision application.

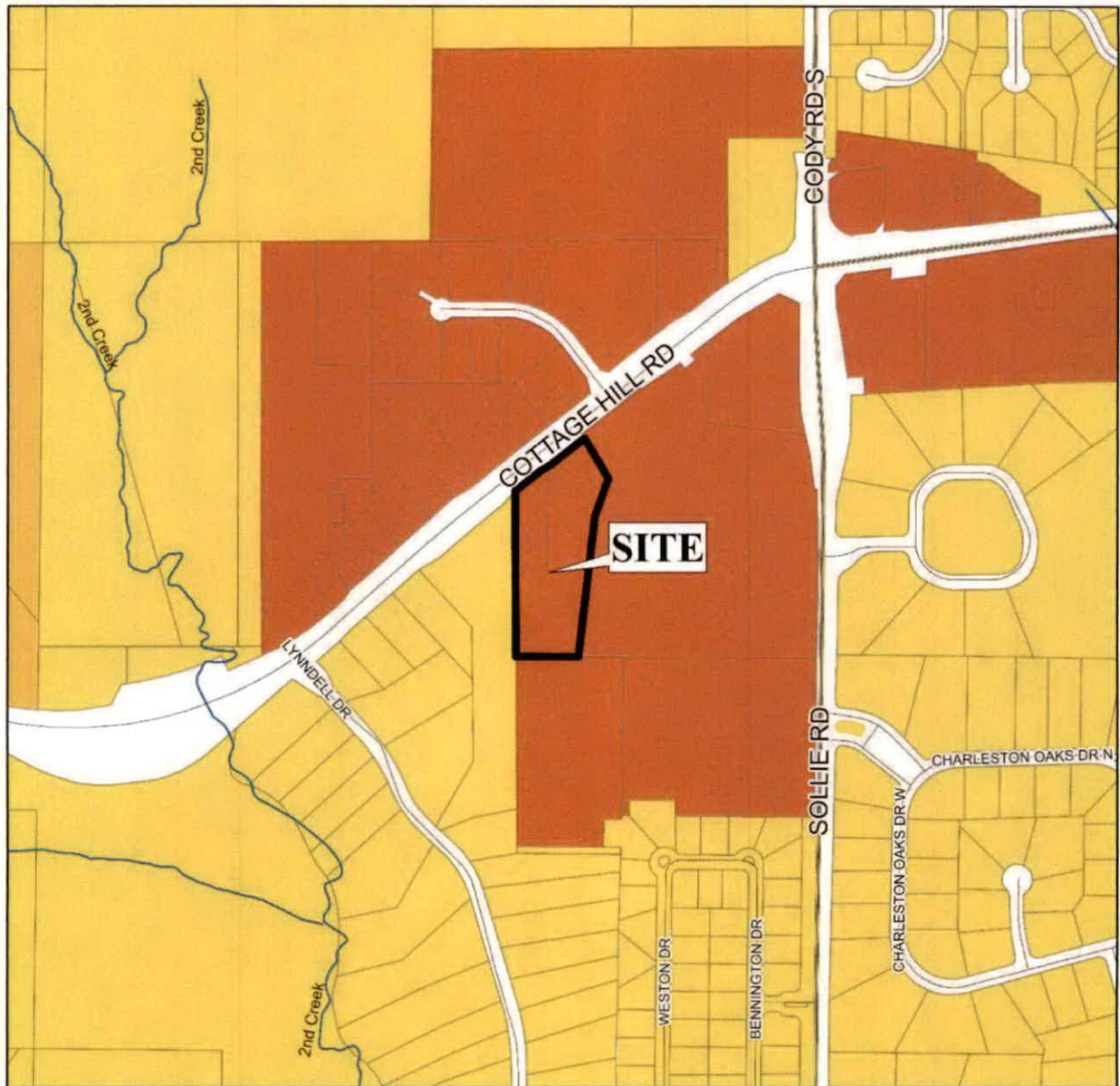
LOCATOR ZONING MAP



APPLICATION NUMBER 2 DATE September 18, 2025
APPLICANT Star Light at Cottage Hill Subdivision
REQUEST Subdivision, Rezoning from R-1 to R-3



FLUM LOCATOR MAP



APPLICATION NUMBER 2 DATE September 18, 2025

APPLICANT Star Light at Cottage Hill Subdivision

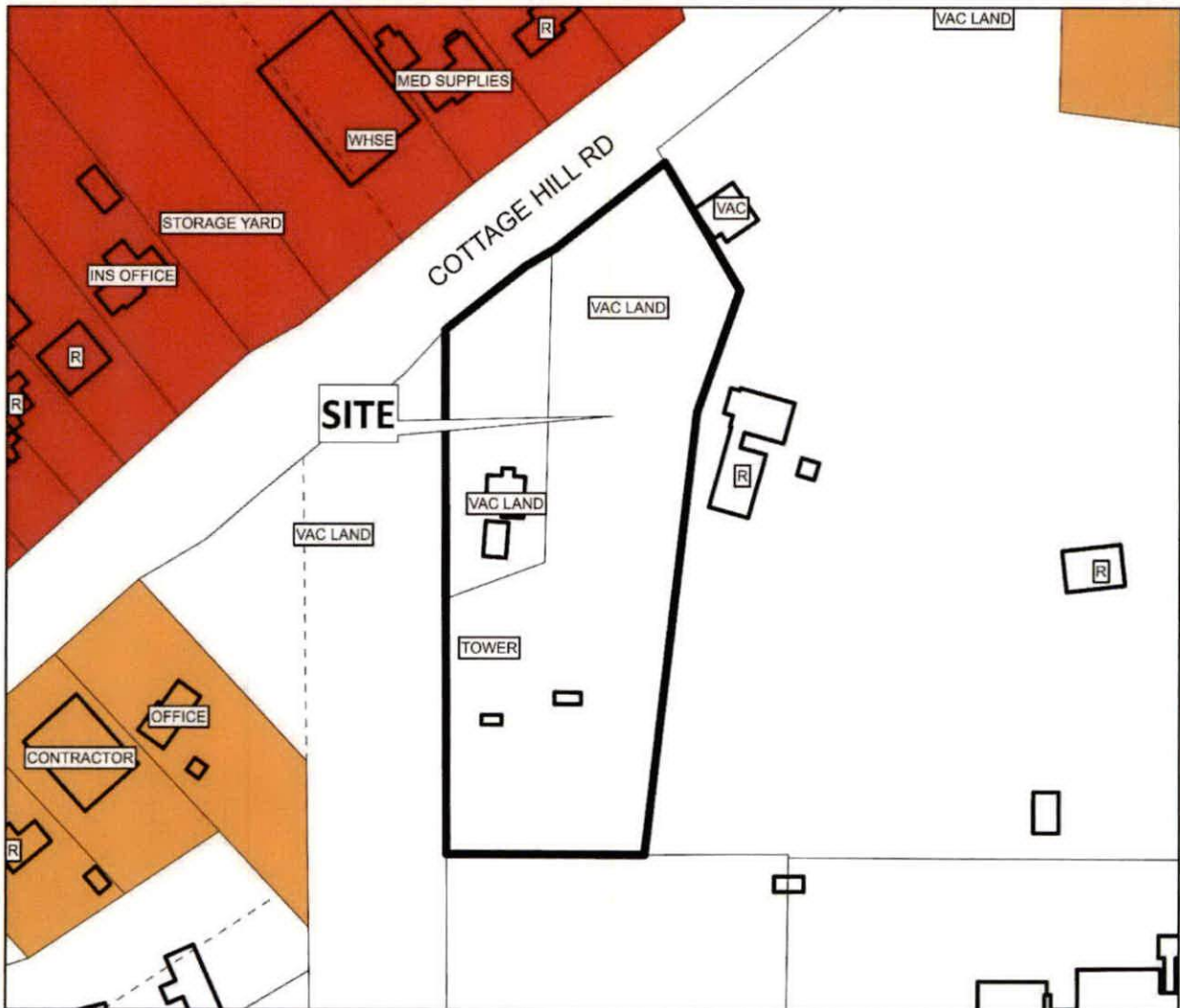
REQUEST Subdivision, Rezoning from R-1 to R-3

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



NTS

PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by residential and commercial units.

APPLICATION NUMBER 2 DATE September 18, 2025

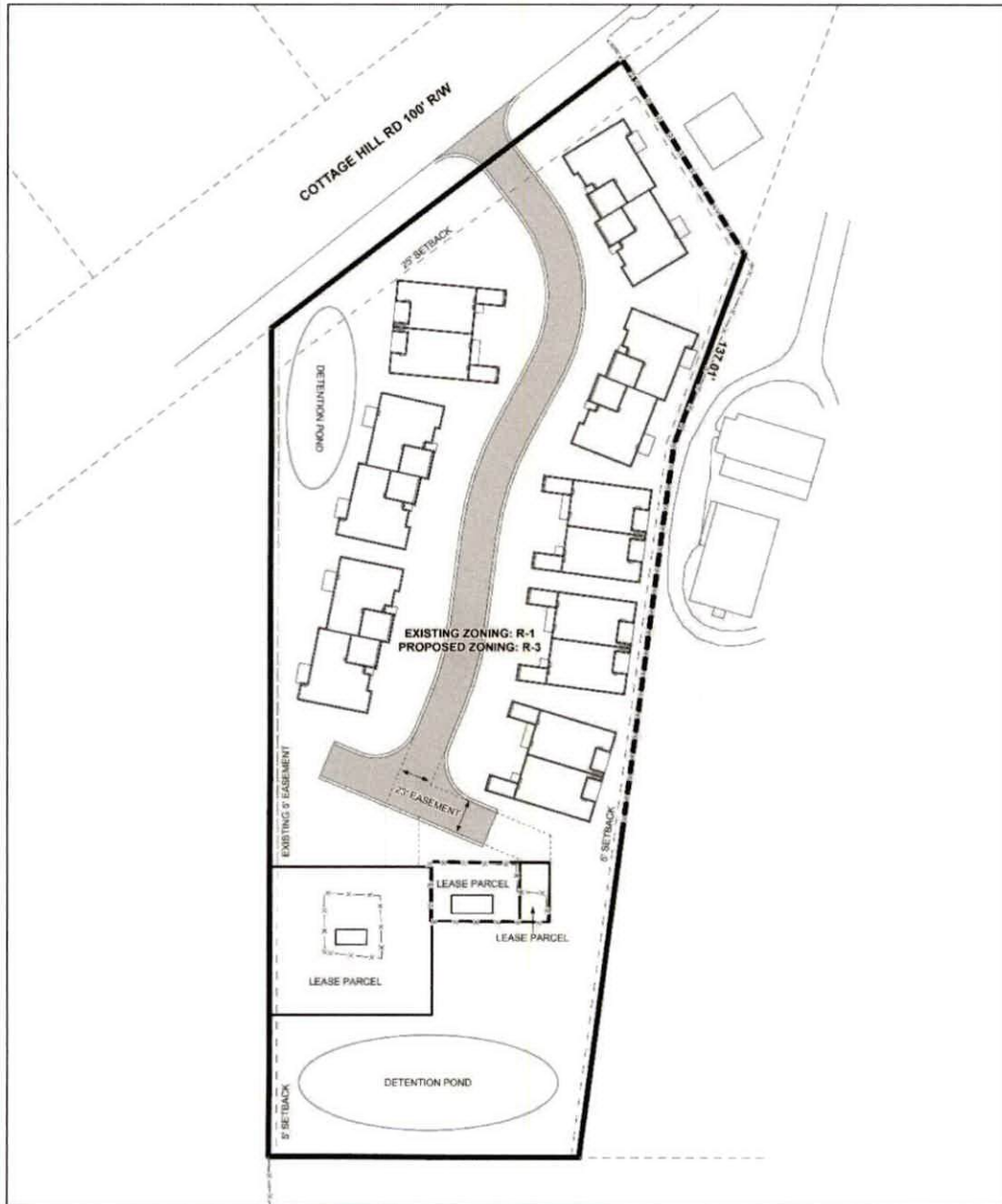
APPLICANT Star Light at Cottage Hill Subdivision

REQUEST Subdivision, Rezoning from R-1 to R-3

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



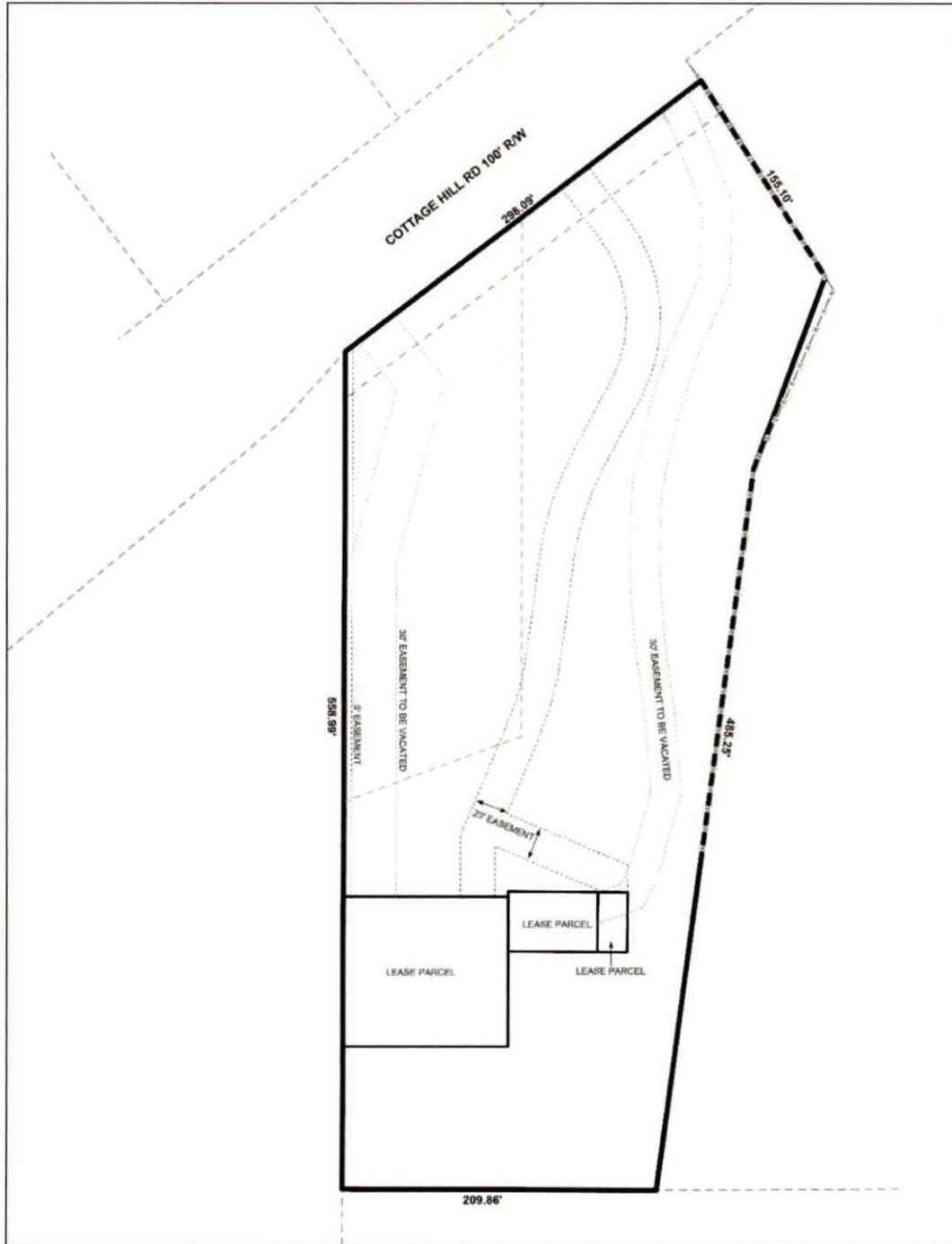
SITE PLAN



The site plan illustrates proposed buildings, setbacks, easements, and drives.

APPLICATION NUMBER	2	DATE	September 18, 2025	 NTS
APPLICANT	Star Light at Cottage Hill Subdivision			
REQUEST	Subdivision, Rezoning from R-1 to R-3			

DETAIL SITE PLAN



APPLICATION NUMBER	2	DATE	September 18, 2025
APPLICANT	Star Light at Cottage Hill Subdivision		
REQUEST	Subdivision, Rezoning from R-1 to R-3		

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↑
NTS

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

Zoning District Correspondence Matrix

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

MIXED COMMERCIAL CORRIDOR (MCC)

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

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

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



Agenda Item # 12

SUB-003240-2025 & ZON-UDC-003426-2025

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

[Applicant Materials for Consideration – Subdivision](#)

[Applicant Materials for Consideration – Rezoning](#)

DETAILS

Location:

7211 & 7221 Cottage Hill Road

Subdivision Name:

Star Light at Cottage Hill Subdivision

Applicant / Agent:

Shabbir Hossain / Vincent D. LaCoste, II, Bethel Engineering

Property Owner(s):

Star Signature Homes, LLC

Current Zoning:

R-1, Single-Family Residential Suburban District

Proposed Zoning:

R-3, Multi-Family Residential Suburban District

Future Land Use:

Mixed Commercial Corridor

Applicable Codes, Policies, and Plans:

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

Proposal:

- Subdivision approval to create two (2) legal lots of record.
- Rezoning from R-1 to R-3
 - Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:

1. Holdover; and
2. Holdover.

Report Contents:

	Page
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 and commercial units.

APPLICATION NUMBER	12	DATE	August 21, 2025
APPLICANT	Star Light at Cottage Hill Subdivision		
REQUEST	Subdivision, Rezoning from R-1 to R-3		



SITE HISTORY

The site was officially annexed into the City of Mobile as part of the *Cottage Hill Corridor Annexation*, adopted by the City Council on May 9, 2023.

Historically, the property has been used for residential purposes, except for a telecommunications tower located on a leased parcel near the south and west property lines. The telecommunications tower was constructed prior to annexation and may be considered non-conforming, subject to the applicable provisions of Article 6 of the Unified Development Code (UDC).

There are no Planning Commission or Board of Zoning Adjustment cases associated with the site.

STAFF COMMENTS

Engineering Comments:

Subdivision:

FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review):

- A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
- B. Show and label LOT 2.
- C. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo LOTS 1 and 2 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – 6,000 SF AND LOT 2 – NONE.
- D. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
- E. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit.
- F. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
- G. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.
- H. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
- I. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

No comments.

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

All projects located within the City Limits of Mobile shall comply with the provisions of the City of Mobile Fire Code Ordinance, which adopts the 2021 edition of the *International Fire Code (IFC)*.

Fire apparatus access roads shall be provided to within 150 feet of all non-sprinklered commercial buildings and within 300 feet of all sprinklered commercial buildings, as measured along an approved route around the exterior of the facility.

An approved fire water supply capable of meeting the requirements set forth in *Appendices B and C* of the 2021 IFC shall be provided for all commercial buildings.

Fire hydrant placement shall comply with the following minimum standards:

- Within 400 feet of non-sprinklered commercial buildings
- Within 600 feet of sprinklered commercial buildings
- Within 100 feet of fire department connections (FDCs) serving standpipe or sprinkler systems

Although the *International Residential Code (IRC)* functions as a stand-alone document for the construction of one- and two-family dwellings and townhouses, it does not govern the design or layout of emergency access or community-level fire protection infrastructure. Therefore, residential developments must also comply with the applicable requirements of the *International Fire Code*, including, but not limited to, those listed above concerning the design, construction, regulation, and maintenance of fire apparatus access roads and fire protection water supplies.

Planning Comments:

Subdivision

The purpose of this application is to create two (2) legal lots of record from two (2) existing metes-and-bounds parcels. The site is served by public water and sanitary sewer.

The preliminary plat illustrates a single proposed lot, labeled Lot 1, and two (2) lease parcels, each of which exceeds 3,000 square feet in area and are developed with a telecommunications tower and associated equipment. Under current regulations, any parcel 3,000 square feet or more must be established as a legal lot of record. Although the lease parcels existed in their current configuration prior to annexation, the concurrent

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The Unified Development Code (UDC) in 64-5-5.E. states that Rezonings are intended to carry out the objective of a sound, stable and desirable development and that casual change or amendment would be detrimental to the achievement of that objective.

The UDC goes on to say that zoning changes should be consistent with the Comprehensive Plan. However, the Comprehensive Plan and Future Land Use Plan (FLUP) and Map (FLUM) are meant to serve as a general guide, not a detailed lot and district plan; they are not a legal mandate for development. The FLUP and FLUM allow the Planning Commission and City Council to consider individual cases based on several factors including: surrounding development, classification requested, timing of the request, and the appropriateness and compatibility of the proposed use the zoning classification.

The UDC states that an application for rezoning shall include a statement of the justification for the proposed amendment that addresses all of the following:

- A) Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
- B) Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
- C) Compatibility. Whether the proposed amendment is compatible with:

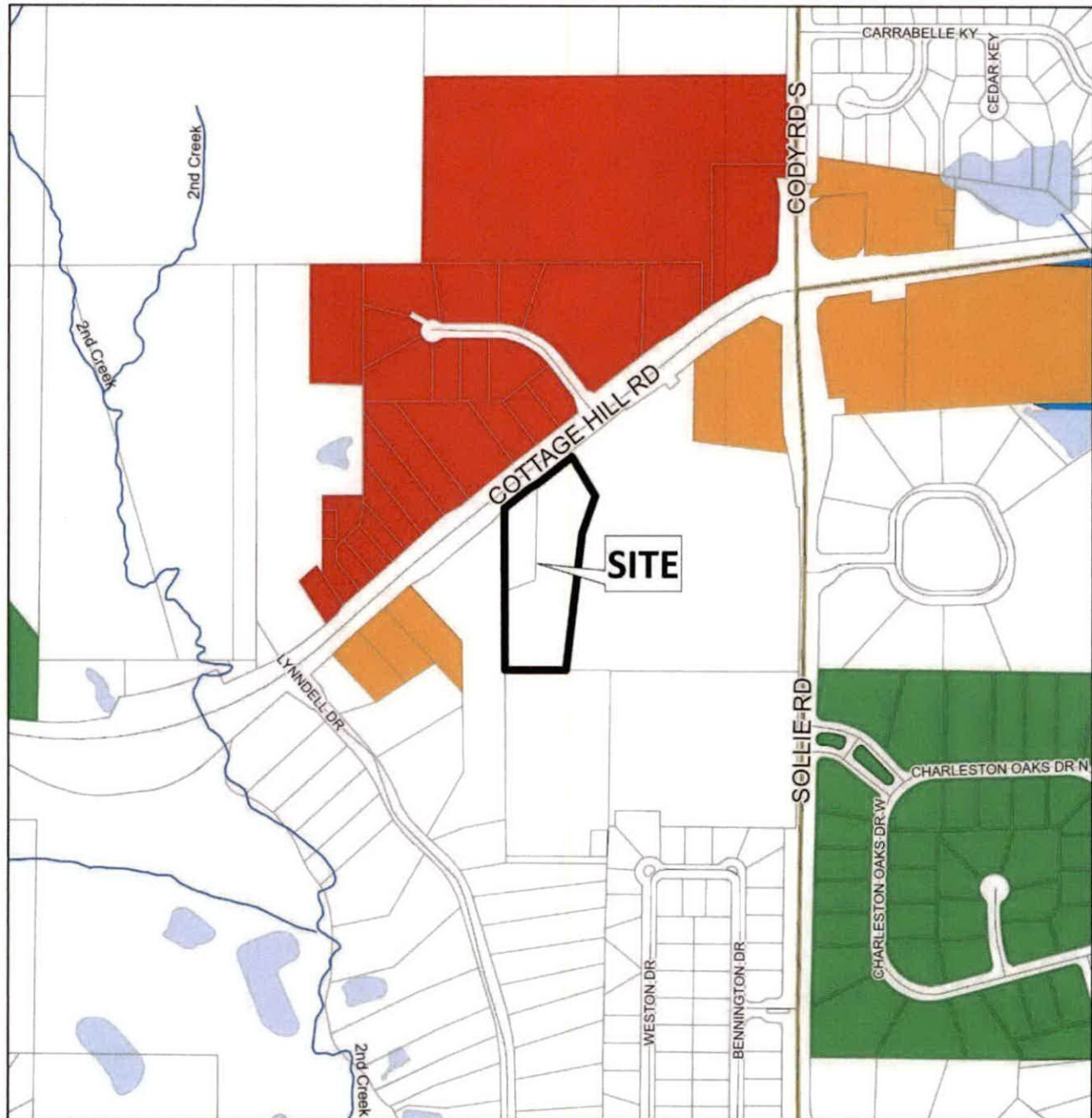
- (1) The current development trends, if any, in the vicinity of the subject property;
 - (2) Surrounding land uses;
 - (3) Would adversely impact neighboring properties; or
 - (4) Cause a loss in property values.
- D) Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare;
- E) Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and
- F) Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.
- G) Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Considerations:

The Planning Commission should consider a holdover of the request until the September 18, 2025, meeting to allow concurrent consideration with the accompanying subdivision application.

LOCATOR ZONING MAP



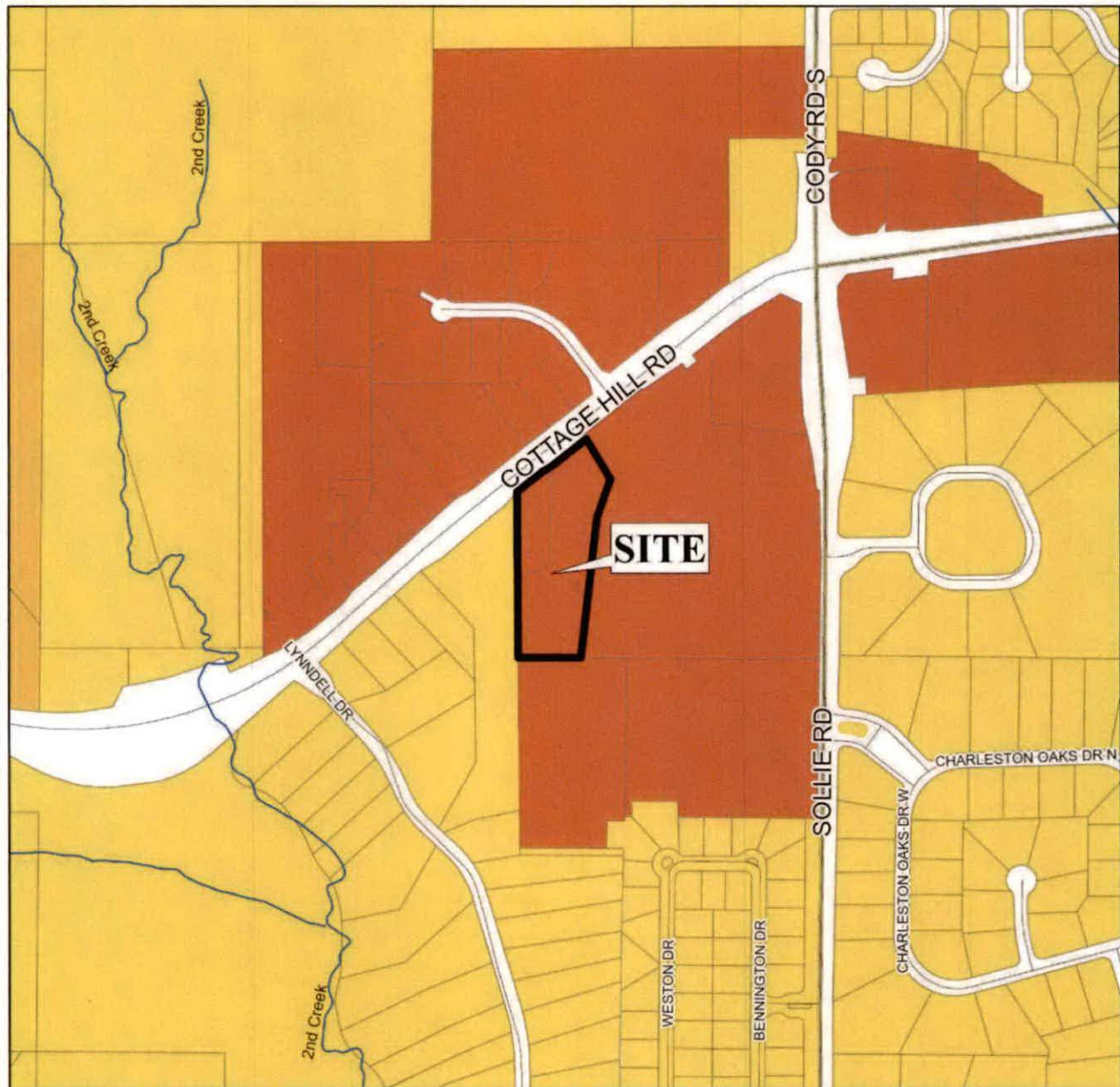
APPLICATION NUMBER 12 DATE August 21, 2025

APPLICANT Star Light at Cottage Hill Subdivision

REQUEST Subdivision, Rezoning from R-1 to R-3



FLUM LOCATOR MAP



APPLICATION NUMBER 12 DATE Augus 21, 2025

APPLICANT Star Light at Cottage Hill Subdivision

REQUEST Subdivision, Rezoning from R-1 to R-3

Low Density Residential	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 and commercial units.

APPLICATION NUMBER 12 DATE August 21, 2025

APPLICANT Star Light at Cottage Hill Subdivision

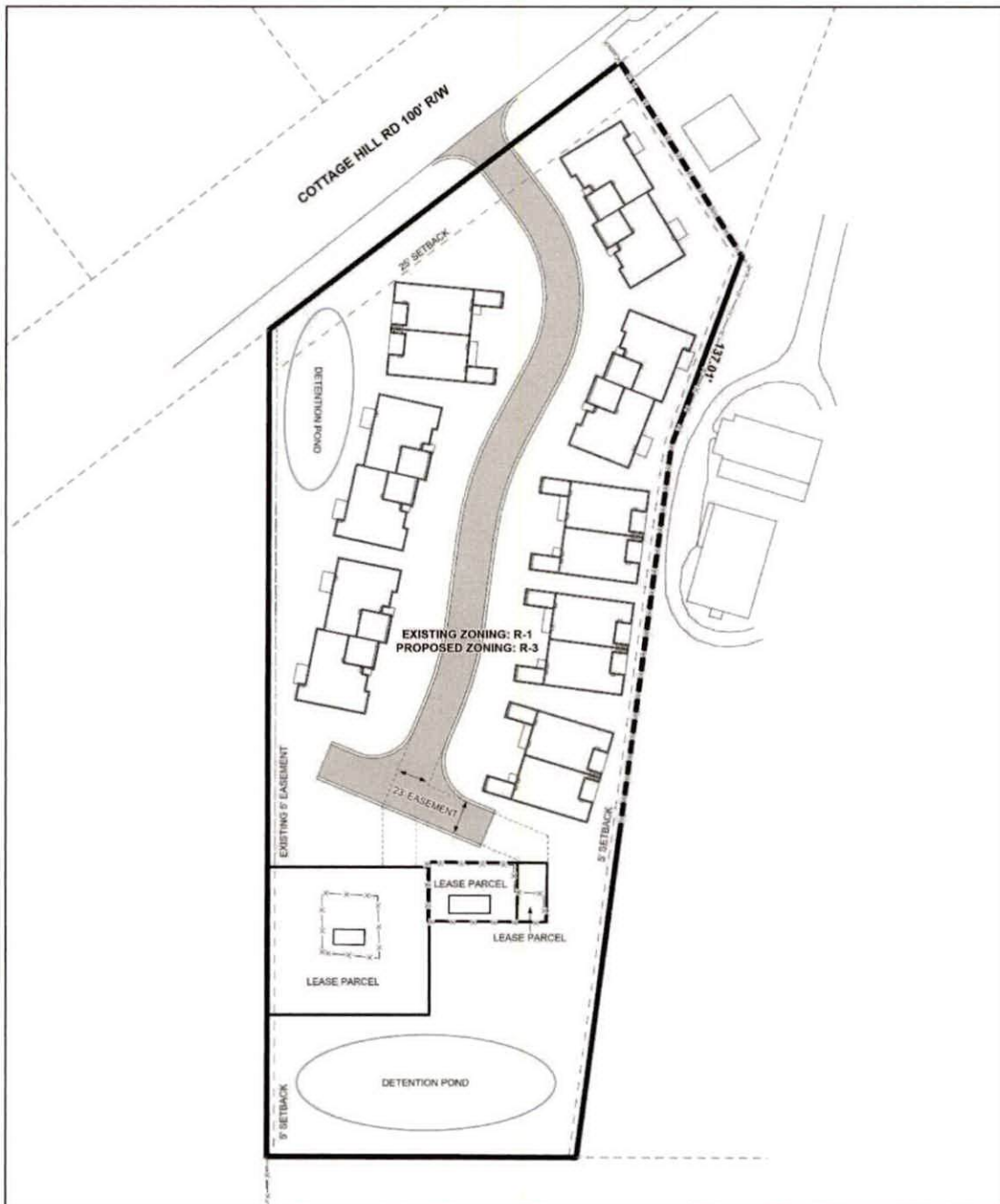
REQUEST Subdivision, Rezoning from R-1 to R-3

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



NTS

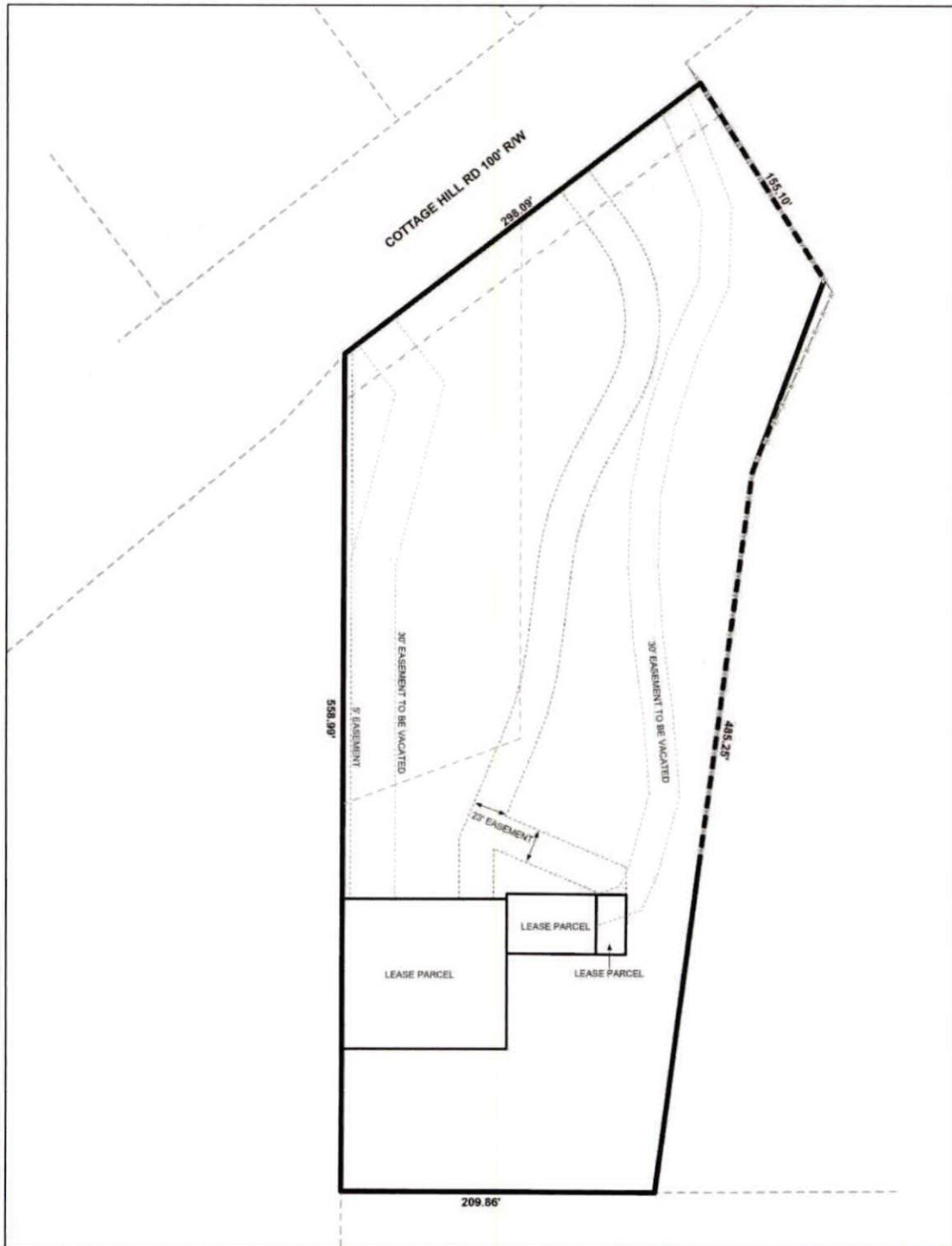
SITE PLAN



The site plan illustrates proposed buildings, setbacks, easements, and drives.

APPLICATION NUMBER	12	DATE	August 21, 2025	 NTS
APPLICANT	Star Light at Cottage Hill Subdivision			
REQUEST	Subdivision, Rezoning from R-1 to R-3			

DETAIL SITE PLAN



APPLICATION NUMBER	12	DATE	August 21, 2025
APPLICANT	Star Light at Cottage Hill Subdivision		
REQUEST	Subdivision, Rezoning from R-1 to R-3		



ZONING DISTRICT CORRESPONDENCE MATRIX

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

Zoning District Correspondence Matrix

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

MIXED COMMERCIAL CORRIDOR (MCC)

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

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

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

ORDINANCE NO. _____

2026

AN ORDINANCE TO AMEND CHAPTER 14, SECTION 14-3(c) OF THE MOBILE CITY CODE, TO AUTHORIZE SETTLEMENTS IN AN AMOUNT UNDER \$15,000

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT ORDAINED by the City Council of the City of Mobile, Alabama, as follows:

Section 1. Amendment.

Section 14-3(c) of the Mobile City Code is hereby amended to read as follows:

Sec. 14-3. - Contract procedures.

(c) *Settlements.* No payment shall be made to settle, adjust, or compromise any litigation, claim, debt, account, dispute, demand for or against the city, unless the agreement is first reduced to writing, presented to and approved by the council, except for:

(1) Settlement of workers' compensation claims which have been approved by the mayor and the city attorney; and

(2) Settlements with a monetary value of less than **fifteen thousand dollars (\$15,000.00)** and which have been approved by the mayor and the city attorney.

All settlements, in any amount, shall be promptly filed with the city clerk.

Section 2. Effective Date.

This Ordinance shall become effective upon adoption and publication as required by law.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: March 10, 2026

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt
Donna Bryars, Comptroller

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Approve the transfer of \$300,000.00 from Capital Reserves to the HVAC Maintenance and Repairs for various City of Mobile Facilities to fund the council approved contract amendment with Goram Air Conditioning Company dated January 29, 2026.

Amount of Contract:

\$300,000.00

Funding Source

C0837

ATTACHMENTS:

1. 01-036 Goram Fully Executed Amendment
2. Budget Transfer Request Form K
3. Resolution Goram HVACFINAL

REVIEWERS:

Lana Pafenbach
Lana Pafenbach



FIRST AMENDMENT TO AGREEMENT FOR CITY OF MOBILE HVAC MAINTENANCE AND REPAIR

THIS First Amendment to Agreement for HVAC Maintenance and Repair – Various City of Mobile Facilities ("Amendment") is entered into on this ____ day of _____, 2026, by and between the City of Mobile, Alabama, a municipal corporation of the State of Alabama ("City"), and Goram Air Conditioning Company, Inc. of Mobile, a for-profit company organized under the laws of the State of Alabama ("Contractor").

WHEREAS, the Contractor and the City entered a one-year Agreement for HVAC Maintenance and Repair on or about November 5, 2024 ("Agreement"); and

WHEREAS, Contractor and City desire Contractor to continue to provide the services for an additional one-year period, with an additional one-year renewal option as authorized by the City Council; and

WHEREAS, the original Service Contract was approved by the City Council as a one-year agreement with an annual not-to-exceed amount of \$300,000.00, and the City Council has now expressly authorized, by resolution approving this First Amendment, the extension of the contract term for one additional one-year period, with an additional one-year renewal option, to the extent permitted by law and City policy, provided the scope of work remains unchanged and the annual not-to-exceed compensation amount remains Three Hundred Thousand Dollars (\$300,000.00) per contract year.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Article 2.1 of the Agreement is amended to add the following paragraph: "This Agreement shall continue for a second one-year term immediately consecutive to and upon expiration of the initial term, effective as of November 6, 2025, and may thereafter be extended for one additional consecutive one-year term only by mutual written amendment executed by the Mayor. The annual not-to-exceed amount for each contract year shall remain Three Hundred Thousand Dollars (\$300,000.00), and the total aggregate compensation authorized under the Agreement, inclusive of all renewal terms, shall not exceed Nine Hundred Thousand Dollars (\$900,000.00), subject to annual appropriation. This extension authority does not expand the scope of work."
2. Contractor shall provide updated evidence of insurance meeting all requirements of the Agreement prior to commencement of services under each extended term.
3. Except as modified hereby, all other terms and provisions of the Agreement shall remain unchanged and in full force and effect and are hereby ratified and confirmed by the parties.
4. The City and the Contractor each represent and warrant to the other that it has full authority to enter into and perform this Amendment and that the persons signing this Amendment on behalf of the Contractor and the City respectively represent and warrant that he or she has the full and complete authority to bind Contractor and City, as the case may be, to this Amendment.

5. This First Amendment may be executed and delivered in two counterparts, including delivery by facsimile and/or electronic transmission, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed by its duly authorized officer as of the date first above written.

GORAM AIR CONDITIONING COMPANY, INC. OF MOBILE

By: [Signature]
Its President (title)

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, Cheryl Roxanne Smith, a notary public in and for said County in said State, hereby certify that Darren Deas, whose name as _____, the President of **Goram Air Conditioning Company, Inc. of Mobile**, is signed to the foregoing document and who is known to me, acknowledged before me on this day that, being informed of the contents of the contract, and with full authority executed the same voluntarily for and as the act of said business enterprise.

Given under my hand this the 29th day of January, 2026.

Cheryl Roxanne Smith

Notary Public

My Commission Expires: 7/2029



CITY OF MOBILE

By: [Signature]
Spiro N. Cheriogotis
Its: Mayor

ATTEST:

[Signature]
City Clerk



Exhibit A: Contractor Evidence of Insurance

BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Facilities Services/ REAM DEPT. 3035

DATE OF REQUEST: 2/27/26

BUDGET TRANSFER: ☐ (from one project to another)

DISTRICT#: Select Item. N/A

REQUEST: Please transfer \$ 300,000

FROM CAPITAL PROJECT#: C0116

CAPITAL PROJECT NAME: Capital Improvement Reserve

DEPT. PROJECT#: _____

TO CAPITAL PROJECT#: C0837

PROJECT NAME: HVAC Maintenance and Repairs- Various City of Mobile Facilities

DEPT. PROJECT#: _____

PURPOSE:

To fund recently renewed one year term contract with Goram Airconditioning Company Inc. for Maintenance and Repairs at Various City of Mobile Facilities

Dru L Bishop
Employee signature

Carlene Smith Clark
Approval signature

RESOLUTION

2026

Sponsored by: Mayor Spiro Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the sum of \$300,000.00 in the Capital Improvement Fund (2000) be reallocated from Capital Project #C0116 Capital Improvement Reserve to Capital Project HVAC Maintenance and Repairs – Various City of Mobile Facilities #C0837. These funds are needed for contract amendment with Goram Air Conditioning Company, Inc. approved by Resolution #01-036.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: March 10, 2026

Submitted by:

John Forrester, City Engineer

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Approve contract amendment change order #1 with Thompson Engineering for additional engineering services.

Amount of Contract:

increase \$130,000.00; revised contract amount \$469,320.00

Funding Source

C0119

ATTACHMENTS:

1. 2025-3005-18 City Wide Bridge Inspection 2026 Cycle (Thompson Engineering) amendment 1
2. Thompson_revised

REVIEWERS:

Lana Pafenbach

Lana Pafenbach

CONTRACT CHANGE REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Engineering DEPT. 3005

DATE OF REQUEST: 2/20/20

TYPE: Select One ☒ (when money is available in project's budget; from project to contract)

VENDOR NAME: Thompson Engineering Inc.

DISTRICT#: Select Item. #1-7

DEPT. PROJECT#: 2025-3005-18

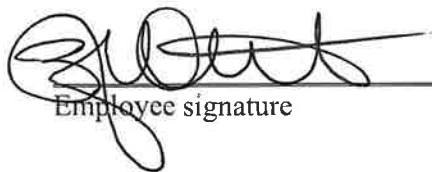
REQUEST: Please ^{Add} Select option. \$ 130,000.00 from Capital Project#/Title:
C0119 City Wide Bridge Inspection (2020 Cycle).
to contract# 5353

Total amount of Amendment: \$ 130,000.00

Current contract amount: \$ 339,320.00

Revised contract amount: \$ 469,320.00

Comments: CONTRACT AMENDMENT NEEDED TO EVALUATE
AND INSPECT DAMAGES TO BRIDGES AND TO INCLUDE
INSPECTION OF MOBILE RIVER BULKHEAD AND FENDERS.


Employee signature


Approval signature

AMENDMENT RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis

WHEREAS, the City entered into a contract dated March 11, 2025 with Thompson Engineering, Inc. for Bridge Inspection services on the project known as City Wide Bridge Inspection (2026 Cycle), City of Mobile Project No. 2025-3005-18; and

WHEREAS, the Contract amount for the Bridge Inspection services was based on fee negotiations for the original scope of services between the City of Mobile and Thompson Engineering, Inc; and whereas, the current original contract amount totals \$339,320.00; and

WHEREAS, during inspection, observed damage and unforeseen circumstances caused additional data collection, evaluations, and underwater inspections to become necessary in the amount of \$130,000.00; and

WHEREAS, the contract provides on Page 6 that the compensation “shall not exceed Three Hundred Thirty-Nine Thousand Three Hundred Twenty Dollars (\$339,320.00) without prior approval of the CITY COUNCIL”;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Council does hereby authorize the additional fee of \$130,000.00, for a total of \$469,320.00, to be paid to Thompson Engineering, Inc. for Bridge Inspection services on the City Wide Bridge Inspection (2026 Cycle) Project.

Adopted: *

City Clerk

CONTRACT AMENDMENT

PROJECT NAME: **CITY WIDE BRIDGE INSPECTION – 2026 CYCLE**

PROJECT NO: **2025-3005-18**

CONTRACT RESOLUTION NO: **21-445**

TERMS: You are hereby authorized, subject to the provisions of your contract for this project dated **March 11, 2025**, to provide additional Professional Engineering Services in the amount of **\$130,000.00**.

ORIGINAL CONTRACT PRICE: **\$ 339,320.00**

PROPOSED INCREASE: **\$ 130,000.00**

REVISED CONTRACT PRICE: **\$ 469,320.00**

City of Mobile

Mayor

(Print)

Accepted by:

Owner/President

SCOTT A. HARDY (Print)

CORPORATE

SEAL



Attest:

City Clerk

(Print)

Public Works Deputy Director/
City Engineer

JOHN FORRESTER (Print)

Attest:

Witness/Secretary

Ryan Baya (Print)

Date

1-29-2026

JUSTIFICATION FOR AMENDMENT

PROJECT NAME: CITY WIDE BRIDGE INSPECTION – 2026 CYCLE

PROJECT NUMBER: 2025-3005-18

The attached amendment number 1 to contract with
Thompson Engineering Inc.

dated March 11, 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



THOMENG-01

KCROSBY

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
PGIS, LLC dba Turner Insurance & Bonding Co.
PO Drawer 230789
Montgomery, AL 36123

CONTACT NAME: Kirsten Crosby

PHONE (A/C, No, Ext): (334) 386-3968

FAX (A/C, No):

E-MAIL ADDRESS: kcrosby@turnerfirst.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Zurich American Insurance Co.

16535

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED

Thompson Engineering, Inc.
2970 Cottage Hill Road, Ste. 190
Mobile, AL 36606

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab. ☒ XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	GLO 3534778-04	2/1/2026	2/1/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	BAP 3534779-04	2/1/2026	2/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 3534777-04	2/1/2026	2/1/2027	☒ 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
A	☒ Auto Physical Damage			BAP 3534779-04	2/1/2026	2/1/2027	Various deductibles

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CITY WIDE BRIDGE INSPECTION (2026 CYCLE). CITY PROJECT NO. 2025-3005-18.

City of Mobile is named as an additional insured on a primary & non contributory basis on the General Liability and Auto Liability policies as required by written contract. A waiver of subrogation applies in favor of City of Mobile as respects General Liability, Automobile Liability, & Workers Compensation where required by written contract. WC Alternate employer endorsement applies where required by written contract. 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



January 29, 2026

Mr. John Forrester, P.E.
City Engineer
City of Mobile
205 Government Street
3rd Floor, South Tower
Mobile, AL 36644

RE: 2025-3005-18 City Wide Bridge Inspection (2026 Cycle)
Thompson Engineering Amendment No. 1

Dear Mr. Forrester,

Thompson Engineering Inc. and the City of Mobile entered into a Professional Engineering Services Contract dated March 11, 2025 for City Wide Bridge Inspection services. These services included the semi-annual inspection of 87 culvert structures and 47 bridge structures located in the City of Mobile.

During these inspections, collision damage was found to the bridge rail of structure BIN 003083 and fire damage was found to the girders and underside of the decks of structures BIN 007080 & BIN 007071. Due to an ongoing dredging project at Langan Lake, it was determined that underwater inspections of 2 dams at Langan Lake were needed. Also, an underwater inspection and topside inspection were found to be needed at the Mobile River Waterfront Bulkhead due to the settling of pavers near the Cruise Terminal.

Additionally, for the 2026 cycle, ALDOT and FHWA are requiring all bridge owners to come into conformance by using a new data collection system (SNBI – Specifications for the National Bridge Inventory). The SNBI system requires a vast amount of previously unrecorded data. There will be additional effort associated with the collection and input of this data for 134 structures.

In order to address each of these issues, Thompson Engineering, Inc. has proposed to provide the following additional services.

- A. Engineering design/plan preparation/bid package to repair collision damage to the bridge rail of structure BIN 003083.
- B. Engineering design/plan preparation/bid package to repair fire damaged girders and underside of decks to bridge structures BIN 007080 & BIN 007071
- C. Additional effort is associated with the SNBI data required by ALDOT and FHWA for 87 culvert structures and 47 bridge structures.
- D. Underwater Inspection of two (2) dams at Langan Lake
- E. Mobile River Waterfront Bulkhead underwater/topside inspection.

Due to the specificity of these requirements, the additional resources to adequately fulfill the obligations, and the timeliness in which they are needed, Thompson Engineering, Inc. has requested additional services to compensate for the added scope. I have reviewed their request and feel that this amendment is fair and reasonable.

Please feel free to contact me if you have any questions or need additional information.

Sincerely,

Anthony Morris
Project Manager

CC: File

RESOLUTION

Sponsored by: Mayor Williams S. Stimpson
Councilmembers Cory Penn, William Carroll, C.J. Small, Ben Reynolds,
Joel Daves, Josh Woods, Gina Gregory

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

Name of Company: Thompson Engineering, Inc.

Project Name: City Wide Bridge Inspection (2026 Cycle)
COM Project# 2025-3005-18

Estimated Cost: \$339,320.00

Adopted: MAR 11 2025

A handwritten signature in blue ink, appearing to read "Lisa C. Lambert", is written over a horizontal line.

City Clerk



**CITY WIDE BRIDGE INSPECTION
2026 CYCLE**

PROJECT NO. 2025-3005-18

ENGINEER:

THOMPSON ENGINEERING, INC.



CONTRACT

This CONTRACT made and entered into this 11th day of March, 2025 by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **Thompson Engineering, Inc.** of Mobile, Alabama (hereinafter called the ENGINEER).

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

I. Definitions

The following terms and their definitions shall apply:

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

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

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

CONTRACT – Whenever the word “CONTRACT” is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Engineer setting forth the obligations of the parties hereunder for the performance of the prescribed Work.

ENGINEER - The engineering company assigned to perform bridge inspection services for this project. The engineering company so assigned to this project is **Thompson Engineering, Inc.** of Mobile, Alabama.

PROJECT - CITY WIDE BRIDGE INSPECTION (2026 CYCLE). CITY PROJECT NO. 2025-3005-18. See Attachment "A" for a list of structures.

NOTICE TO PROCEED - A written notice to proceed issued by the City Engineer for BRIDGE INSPECTION services as set out in Section II.

STANDARD SPECIFICATIONS - State of Alabama Department of Transportation Bridge Inspection Manual, latest edition, on file in the office of the City Engineer.

- II. The CITY hereby employs the ENGINEER and the ENGINEER agrees to perform for the CITY all necessary professional engineering services as hereinafter set forth in connection with bridge inspections and the completion of bridge inspection reports.

A. Bridge inspection services to be performed include:

1. Routine inspection of approximately 134 CITY-owned structures (47 bridges and 87 culverts). See Attachment "A" for a list of structures.
2. Underwater inspection of up to Five (5) bridge structures: See Attachment "B" for a list of structures.
3. Interim inspections of up to Seven (7) structures: See Attachment "C" for a list of currently identified structures and frequency.
4. Inspections, traffic control, and rental utilizing a snooper or lift truck of twelve (12) bridges. See Attachment "D" for a list of currently identified of structures.
5. Additional interim inspections, if required, based on the routine bridge inspection structure ratings or load rating posting requirements. A maximum of 4 interim inspections in addition to those enumerated above shall be included in this contract.
6. Inspection of four (4) pedestrian bridges: University Hospital Drive at Three Mile Creek; the wooden pedestrian bridge crossing Langan Park Lake; concrete and steel pedestrian bridge on walking path along Montlimar Canal; and the pedestrian bridge crossing Water Street at the Convention Center.
7. Inspection of two (2) dam and spillway locations at Langan Park.
8. Corrections to the BrM and scour plots from the 2024 BrM review.
9. Field work specifications for the National Bridge Inventory update.

The ENGINEER agrees to furnish and perform all work necessary for the performance, in proper sequence, of the items of work as hereinafter set forth.

- B. Research and review previous bridge inspection reports. Identify any critical bridge deficiencies. Schedule bridge inspections accordingly.
- C. Conduct bridge inspections in compliance with the National Bridge Inspection Standards (NBIS) and the Alabama Department of Transportation (ALDOT) Bridge Inspection Manual. Bridge inspections shall be supervised by a Certified Bridge Inspector (C.B.I.). **Data will be collected and compiled for input into the ALDOT BrM System Element Level Inspection system format.**
- D. Prepare written bridge reports, including but not limited to the following Alabama Department of Transportation's Structure Inventory and Appraisal (SIA) forms:
 - 1. Cover Sheet with report contents, bridge identification information (BIN, location, name, etc.), inspection date, and inspector's signature and seal
 - 2. Bridge Inspection Condition Report (Form BI-5)
 - 3. Bridge Maintenance Estimate (Form BI-9)
 - 4. General Narrative Form (Form BI-13)
 - 5. Structural Inventory and Appraisal Sheets (Form BI-6)
 - 6. Streambed Cross Sections (Form BI-4)
 - 7. Load Rating, if required (Form BI-14)
 - 8. Inventory Photographs (Digital and Hard Copy)
 - 9. Element Inspection drawings detailing inspection findings.
 - 10. Completed Excel spreadsheets showing Element quantities in each condition state on forms provided by the City.
 - 11. Photos to be included on interim inspections to provide proof that posting signs are in place.

12. Binder clips to be used for binding of reports. No staples should be used.

13. Update bridge inspection report forms from the previous inspection cycle. Complete fields left blank or incomplete on previous reports.

E. As directed by the city, review and correct ALDOT BrM Structure Inventory and Appraisal (SIA) computer-generated reports, following input of updated reports by CITY ENGINEER.

F. Submit the final bridge reports

III. Commencement and Completion

The ENGINEER agrees to start work on the professional services outlined herein, within ten (10) days of authorization from the CITY to proceed. After receipt of the Notice to Proceed, the ENGINEER will submit a schedule for inspections of the bridge for approval by the CITY ENGINEER.

All routine bridge inspections and written reports must be completed within the month that each bridge structure is due following the Notice to Proceed. All inspections and reports for the month of February are due to the CITY no later than February 22 each year. Delivery of each inspection report must be made within 10 business days following the date of inspection.

The work described in this contract shall be completed within 2 years following the notice to proceed.

IV. Compensation

Any language to the contrary in this Agreement notwithstanding, all payments to the ENGINEER for professional engineering services shall be made **only** in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the ENGINEER for such work performed shall be compensated at the rates stated in the Fee Schedule which is incorporated into this Agreement as Exhibit E. In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the CITY ENGINEER.

A. Contract Services

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section II, CITY agrees to pay the ENGINEER, as compensation for such professional services, as shown in the Fee Schedule in Exhibit E and as authorized by the CITY as follows:

1. After receipt of the NOTICE TO PROCEED from the CITY, the ENGINEER shall perform the Professional Services described in Section II of this Contract. Compensation to be paid to the ENGINEER for providing the Professional Services described in this contract shall be in accordance with the rate schedule in Attachment "E", which is incorporated by this reference and shall not exceed Three Hundred Thirty Nine Thousand Three Hundred Twenty Dollars (\$339,320.00) for 134 routine and interim inspections.
2. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to City for such failure.
3. In the event of termination of this Agreement due to failure by the ENGINEER to perform any and/or all of the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The ENGINEER will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

B. Quality Control and Quality Assurance

The ENGINEER will implement a Quality Control and Quality Assurance (QC/QA) Plan after completion of field inspections. The ENGINEER will perform as many as thirteen (13) additional independent QC/QA inspections with a different inspection team and compare inspection notes and element ratings. The structures will represent the overall makeup of the cycle with as many as eight (8) culverts and five (5) bridges. The QC/QA team will also conduct reviews of all inspection reports prior to submittal.

In the event of termination of this Agreement due to failure by the ENGINEER to perform any and/or all of the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will

have the right to employ one or more other engineers of its choice to complete the PROJECT. The ENGINEER will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

V. Limitations of Engineering Compensation

Notwithstanding any other provision of this Agreement or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases) to be paid the ENGINEER associated with the above-mentioned PROJECT shall not exceed Three Hundred Thirty Nine Thousand Three Hundred Twenty Dollars (\$339,320.00) without prior approval of the CITY COUNCIL.

VI. Invoice Procedures and Payment

Invoices from the ENGINEER shall be submitted to the CITY ENGINEER for services rendered during the invoicing period, which is generally a monthly basis or as appropriate. Payment by the CITY shall be made periodically within 30 days after receipt of an invoice.

VII. It is further mutually agreed by the parties hereto as follows:

- A. The CITY will provide the ENGINEER available previous bridge inspection reports for use in planning the PROJECT. In addition, the CITY will provide the ENGINEER bridge inspection forms and any additional existing plans, maps, field notes, computations, and other data in its possession that will aid and assist the ENGINEER in carrying out the obligations of this contract.
- B. The CITY reserves the right to appoint representatives to observe all work of the ENGINEER. Such appointed representatives shall have reasonable access to all reports of the ENGINEER relating to the PROJECT and shall have the right to review procedures and reports with the ENGINEER in the field.
- C. In the event of failure by the ENGINEER to fulfill in timely and proper manner his obligations under this contract, or if the ENGINEER violates any of the covenants, agreements, or stipulations of this contract, the CITY shall thereupon have the right to terminate this contract. Written notice of termination shall be made to the ENGINEER at least five (5) days prior to the effective termination date. In that event, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the

ENGINEER shall become the property of the CITY. The ENGINEER shall be entitled to receive just and equitable compensation for work completed on such documents and other materials.

- D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of the PROJECT encompassed herein or for a period of two (2) years from the date of this CONTRACT, whichever occurs first, unless the CONTRACT time is extended by mutual agreement between the CITY and the ENGINEER. Provided, however that nothing contained in this contract, will be deemed to limit or to reduce the ENGINEER's duties and responsibilities for providing professional engineering services, nor to limit or reduce the ENGINEER's liability for any breach thereof.
- E. The ENGINEER, its principals, directors, agents, subcontractors, servants and employees shall indemnify and save harmless the City against all loss, cost of damage on account of injuries to persons or property to the extent caused by the Engineer's negligent, wanton, or intentional conduct in the performance of this contract, including all reasonable attorney's fees incurred by the City on account thereof. This section is not as to third parties or to anyone a waiver of any defenses. Matters may be raised in the CITY's behalf in any action or proceeding arising from this Agreement.
- G. The CITY and the ENGINEER each binds itself, its successors and assigns, to the other party to this contract, in respect of all covenants of this contract. Except as above, neither the CITY nor the ENGINEER shall assign, sublet or transfer his or its interest in this contract without written consent of the other party hereto.

VIII. Indemnity and Insurance Requirements

- A. Indemnification: Contractor shall indemnify, defend, and hold harmless the 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: For the duration of this agreement, the ENGINEER shall maintain the following minimum amounts for each project:

ENGINEER shall name the City of Mobile as an additional insured.

1. Professional Liability Insurance:

- a) \$100,000 for projects from -0- to \$1,000,000
- b) Projects for more than \$1,000,000 to be negotiated

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 the City of Mobile.

3. Comprehensive General Liability Insurance:

- a) General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by ENGINEER.
- b) Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.
- c) General Aggregate Limit shall apply on a "Per Project" Basis.

4. Automobile Liability Insurance:

- a) Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

5. Excess/umbrella Liability Insurance:

- a) Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
- b) Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

C. Certificate of Liability Insurance Endorsement Page: The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

- 1. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
- 2. Additional Insured - All policies of insurance, except professional liability, workers compensation and employer's liability insurance shall be endorsed to name City of Mobile as an Additional Insured.
- 3. Primary Insurance - All policies of insurance, except professional liability, workers compensation and employer's 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, ENGINEER 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. ENGINEER shall also be responsible for delivering policy renewal certificates to the City of Mobile.

IX. E-Verify

By signing this Agreement, 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.

X. Source of Funds for Payment

The source of funds for payment by City under this contract is C0119 City Capital Funds. Said funds are on hand at the time of the execution of this contract.

XI. Prohibition of Boycotting

By signing this contract, the ENGINEER represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

XII. Anti-Discrimination

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

XIII. Governing Law and Venue

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

XIV. Trimble Unity Construct

The City utilizes Trimble Unity Construct (TUC), formerly called e-Builder, as its project management system. TUC is a secure data collection site: <https://app.e-builder.net>.

CITY OF MOBILE, A Municipal Corporation

By: William S. Stimpson
William S. Stimpson
Mayor

ATTEST:

By: Lisa C. Lambert
Its City Clerk
Print: Lisa C. Lambert



THOMPSON ENGINEERING, INC.

By: Kendall Kilpatrick

Print: Kendall Kilpatrick

Its: CEO

Address: 2970 Cottage Hill Road, Suite 190

Mobile, AL 36606

Telephone: 251-666-2443

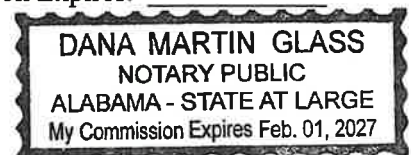
STATE OF ALABAMA
CITY OF MOBILE

I, Dana Martin Glass, a Notary Public in and for said State and County, hereby
certify that Kendall Kilpatrick, whose name as CEO of
Thompson Engineering, Inc. is signed to the foregoing conveyance and who are known
to me acknowledged before me on this day, that, being informed of these contents of
the conveyance, he as such officer and with full authority, executed the same voluntary
on the day the same bears date.

Given under my hand and notarial seal on this the 25 day of February, 2025
Dana Martin Glass
NOTARY PUBLIC



My Commission Expires: _____



ATTACHMENT “A”

Structures

BRIDGE IDENTIFICATION CROSS REFERENCE REPORT

February 19, 2025

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Report Criteria							
Area: All	District: All	County: All	City: MOBILE	MPO: All	Maint: City/Municipal Hwy Agenc	Insp Resp: City or Municipal Agency	
LRS Route: All	Status: 3 Active	Sort By Bridge ID					
AREA	BIN	STRUCTURE NUMBER	RECORD TYPE	FACILITY CARRIED	FEATURES INTERSECTED	LATITUDE	LONGITUDE
Mobile	000347	OMU0018 490000M03600	1	HALLS MILL RD	ESLAVA CREEK	30:39:44.88	88:05:35.56
Mobile	001303	OMU0101 490000M00100	1	HOLCOMBE AVE	ESLAVA CREEK	30:39:49.19	88:05:34.33
Mobile	002731	OMU0117 490000M01600	1	M. L. KING JR AVE	THREE MILE CREEK	30:42:13.11	88:04:18.48
Mobile	002962	OMU0109 490000M00400	1	STANTON RD	THREE MILE CREEK	30:41:48.14	88:05:17.45
Mobile	003083	OMU0042 490000M01600	1	MC VAY DR	ESLAVA CREEK	30:38:37.18	88:05:48.84
Mobile	003843	OMU0090 490000M00100	1	CENTER STREET	BRANCH	30:41:46.47	88:04:39.54
Mobile	004437	OMU0102 490000M00100	1	NALL STREET	BRANCH	30:42:11.90	88:06:18.36
Mobile	005510	OMU0020 490000M00100	1	GRAHAM AVE	TOULMIN SPRINGS	30:43:32.99	88:05:32.73
Mobile	005611	OMU0089 490000M01500	1	MOBILE ST	THREE MILE CREEK	30:42:35.05	88:06:08.43
Mobile	005929	OMU0049 490000M01300	1	SHELTON BEACH ROA	EIGHTMILE CREEK	30:44:18.37	88:08:57.41
Mobile	006005	OMU0098 490000M00100	1	MORGAN STREET	ONE MILE CREEK	30:42:07.70	88:03:15.03
Mobile	006015	OMU0122 490000M01600	1	BEAR FORK ROAD	RED CREEK	30:44:56.27	88:10:49.70
Mobile	006016	OMU0122 490000M04500	1	BEAR FORK ROAD	EIGHTMILE CREEK	30:44:56.25	88:07:56.72
Mobile	006583	OMU0018 490000M01600	1	HALLS MILL RD	MONTLIMAR/MOORE'S CREEK	30:37:35.84	88:08:10.42
Mobile	006646	OMU0065 490000M00200	1	LLEYN AVE	ESLAVA CREEK	30:40:43.94	88:08:24.74
Mobile	006661	OMU0069 490000M00100	1	LEES LANE	MONTLIMAR/MOORE'S CREEK	30:37:10.10	88:07:39.68
Mobile	006994	OMU0026 490000M00200	1	MAUDELAYNE DR.S.	SPRING BRANCH	30:37:21.48	88:09:39.85
Mobile	007008	OMU0032 490000M00100	1	ST. DOMINIC PLACE	DRAINAGE DITCH	30:38:31.84	88:08:57.32
Mobile	007031	OMU0041 490000M00100	1	AZALEA RD	MONTLIMAR CREEK	30:37:42.74	88:08:06.93
Mobile	007071	OMU0062 490000M01100	1	PLEASANT VALLEY R	MONTLIMAR CREEK	30:39:41.57	88:07:53.69
Mobile	007080	OMU0066 490000M02200	1	MICHAEL BLVD	MONTLIMAR CREEK	30:39:44.23	88:07:54.47
Mobile	007094	OMU0074 490000M04700	1	AIRPORT BLVD	MONTLIMAR CREEK	30:40:34.14	88:07:57.15
Mobile	007290	OMU0000 490000046X00	1	AIRPORT BLVD	MILKHOUSE CREEK	30:41:06.00	88:13:00.00
Mobile	007467	OMU0094 490000M00100	1	EARLE STREET	ONE MILE CREEK	30:41:56.82	88:03:13.80
Mobile	008308	OMU0029 490000M01400	1	N UNIVERSITY BLVD	EIGHTMILE CREEK	30:44:28.22	88:09:40.11
Mobile	008371	OMU0053 490000M00200	1	MCGREGOR AVE	ESLAVA CREEK	30:40:45.60	88:08:54.54
Mobile	008400	OMU0078 490000M01400	1	DAUPHIN STREET	DRAINAGE DITCH	30:41:19.93	88:07:23.37
Mobile	009391	OMU0057 490000M00200	1	DAVIDSON SCHOOL D	BOLTON BRANCH	30:39:54.57	88:08:38.88
Mobile	009408	OMU0070 490000M02100	1	SERVICE RD	ESLAVA CREEK	30:40:32.73	88:07:07.92
Mobile	009575	OCO0000 490000256Z00	1	DEMETROPOLIS ROAD	HALLS MILL CREEK	30:36:22.16	88:09:25.25
Mobile	009740	OMU0061 490000M00100	1	BERWYN WEST	ESLAVA CREEK	30:40:45.46	88:08:35.77
Mobile	010392	OMU0082 490000M02100	1	OLD SHELL ROAD	TWELVE-MILE CREEK	30:41:19.51	88:10:25.19
Mobile	010547	OMU0009 490000M00100	1	EAST DRIVE	TWELVEMILE CREEK	30:41:03.95	88:10:48.07
Mobile	010555	OMU0015 490000M00200	1	LONGLEAF DRIVE	BRANCH(NO NAME)	30:37:49.87	88:09:55.83
Mobile	010575	OMU0037 490000M00300	1	THORNTON PLACE	BOLTON BRANCH	30:39:52.54	88:09:21.92
Mobile	010791	OMU0110 490000M00500	1	ZIEGLER BLVD.	THREEMILE CREEK	30:42:31.27	88:11:57.31
Mobile	010962	OMU0030 490000M00200	1	MAUDELAYNE DR.N.	SPRING BRANCH	30:37:30.97	88:09:42.74
Mobile	010969	OMU0041 490000M03100	1	AZALEA RD/SERV RD	BOLTON BRANCH	30:39:51.71	88:09:07.53
Mobile	010997	OMU0110 490000M03500	1	ZIEGLER BLVD.	THREEMILE CREEK	30:42:22.71	88:09:04.91
Mobile	011161	OCO0000 490000205Z00	1	TODD ACRES DR	RABBIT CREEK	30:33:41.62	88:09:38.91
Mobile	011259	OMU0081 490000M00200	1	ALBA CLUB RD	PERCH CREEK	30:35:18.72	88:06:10.21
Mobile	011263	OMU0093 490000M00200	1	MT. ISLAND DR E	WOODCOCK BRANCH	30:40:43.45	88:05:52.06

BRIDGE IDENTIFICATION CROSS REFERENCE REPORT

February 19, 2025

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AREA	BIN	STRUCTURE NUMBER	RECORD TYPE	FACILITY CARRIED	FEATURES INTERSECTED	LATITUDE	LONGITUDE
Mobile	011411	OMU0010 490000M00200	1	STAPLES RD	PERCH CREEK	30:35:20.89	88:05:59.18
Mobile	011432	OMU0038 490000M02500	1	COTTAGE HILL ROAD	SPENCER BRANCH	30:38:45.89	88:10:04.07
Mobile	011461	OMU0058 490000M00200	1	GRELOT ROAD	MILKHOUSE CREEK	30:39:40.03	88:12:12.99
Mobile	011462	OMU0058 490000M00300	1	GRELOT ROAD	MILKHOUSE CREEK	30:39:40.00	88:12:06.50
Mobile	011473	OMU0078 490000M00900	1	DAUPHIN ST.	MONTLIMAR CREEK	30:41:08.23	88:07:58.58
Mobile	011620	OMU0014 490000M00100	1	BOYKIN BLVD	PERCH CREEK	30:35:38.25	88:05:55.56
Mobile	011637	OMU0024 490000M00100	1	GOLDEN AVE	TOULMIN SPRINGS	30:43:35.86	88:05:33.95
Mobile	011684	OMU0081 490000M00600	1	ALBA CLUB ROAD	PERCH CREEK	30:35:40.30	88:05:56.67
Mobile	011692	OMU0110 490000M02500	1	ZIEGLER BLVD.	BRANCH	30:42:41.06	88:10:01.15
Mobile	011791	OMU0007 490000M00400	1	BRANDY RUN ROAD	TWELVE MILE CREEK	30:41:01.52	88:11:09.31
Mobile	011827	OMU0050 490000M00200	1	GREEN TREE RD	SPENCERS BRANCH	30:39:13.59	88:10:32.43
Mobile	011830	OMU0054 490000M00200	1	HURTEL STREET	SALTWATER CREEK	30:39:30.70	88:05:13.36
Mobile	011986	OMU0013 490000M00500	1	WILDWOOD PLACE	SPENCERS BRANCH	30:39:01.19	88:10:22.98
Mobile	012016	OMU0033 490000M02600	1	DEMETROPOLIS ROAD	SPENCERS BRANCH	30:37:59.36	88:09:25.39
Mobile	012017	OMU0034 490000M00200	1	BURMA RD. WEST	SPENCERS BRANCH	30:38:15.25	88:09:44.13
Mobile	012027	OMU0046 490000M00200	1	VISTA BONITA DR.	SPENCERS BRANCH	30:39:05.00	88:10:26.87
Mobile	012401	OMU0067 490000M00200	1	MONTLIMAR DRIVE	BRANCH (NO NAME)	30:40:14.47	88:08:00.42
Mobile	012523	OCO0000 490000037X00	1	HAMILTON BLVD	WHISKEY BRANCH	30:33:16.80	88:08:36.23
Mobile	012524	OCO0000 490000038X00	1	HAMILTON BLVD	RABBIT CREEK	30:33:16.91	88:09:36.77
Mobile	012588	OMU0044 490000M00100	1	MCLAUGHLIN DRIVE	FLEETWOOD DRAINAGE	30:38:40.98	88:06:26.80
Mobile	012609	OMU0107 490000M00800	1	CRENSHAW STREET	WOODCOCK BRANCH	30:40:46.76	88:05:33.81
Mobile	012679	OMU0097 490000M00400	1	PINE HILL DR	ESLAVA CREEK	30:40:12.60	88:05:49.34
Mobile	012684	OMU0074 490000M06700	1	AIRPORT BLVD	WOODCOCK BRANCH	30:40:35.11	88:05:54.44
Mobile	012691	OMU0018 490000M02500	1	HALLS MILL RD	BOLTON BRANCH	30:39:05.35	88:06:22.14
Mobile	012822	OMU0099 490000M00600	1	MORGAN AVE	WOODCOCK BRANCH	30:40:45.91	88:05:44.90
Mobile	012823	OMU0105 490000M00700	1	WESTWOOD STREET	WOODCOCK BRANCH	30:40:46.02	88:05:37.79
Mobile	012946	OMU0001 490000M00500	1	WEST ROAD	SPRING BRANCH	30:38:12.02	88:10:43.40
Mobile	012949	OMU0003 490000M01900	1	KNOLLWOOD DRIVE	SPRING BRANCH	30:38:10.51	88:10:26.30
Mobile	013010	OMU0034 490000M01100	1	BURMA ROAD	DRAINAGE DITCH	30:38:24.68	88:08:55.44
Mobile	013048	OMU0091 490000M00100	1	MT. ISLAND DR W	WOODCOCK BRANCH	30:40:41.89	88:06:03.95
Mobile	013117	OCO0000 490000122X00	1	SOLLIE ROAD	SECOND CREEK	30:37:34.40	88:12:27.85
Mobile	013209	OCO0000 490000251X00	1	MOTEL COURT	CREEK	30:37:06.00	88:09:54.00
Mobile	013358	OMU0087 490000M00200	1	FLORIDA STREET	WOODCOCK BRANCH	30:40:39.52	88:06:17.73
Mobile	013368	OMU0097 490000M01000	1	PINEHILL DR N	WOODCOCK BRANCH	30:40:45.95	88:05:48.24
Mobile	013372	OMU0103 490000M00600	1	SEMINOLE STREET	WOODCOCK BRANCH	30:40:45.98	88:05:41.51
Mobile	013667	OCO0070 490000049X00	1	OLD SHELL ROAD	MILKHOUSE CREEK	30:41:33.36	88:12:58.68
Mobile	013772	OMU0033 490000M01400	1	DEMETROPOLIS RD	SPRING BRANCH	30:37:01.09	88:09:25.22
Mobile	013800	OMU0038 490000M02700	1	COTTAGE HILL ROAD	MONTLIMAR CREEK	30:39:36.79	88:07:42.76
Mobile	013975	OMU0067 490000M00300	1	MONTLIMAR DRIVE	BOLTON BRANCH	30:39:44.58	88:07:59.61
Mobile	014005	OMU0157 490000M00100	1	ACCESS AL ST DOCK	CSX R.R.	30:42:04.84	88:02:30.81
Mobile	014005	OMU0157 490000M00100	2	ACCESS AL ST DOCK	CSX R.R.	30:42:04.84	88:02:30.81
Mobile	014370	OMU0074 490000M05500	1	AIRP'T BLVD * S R	ESLAVA CREEK	30:40:34.33	88:07:08.14
Mobile	014373	OMU0077 490000M00300	1	SAGE AVE.	ESLAVA CREEK	30:40:25.34	88:06:52.23
Mobile	014651	OMU0156 490000M00100	1	ACCESS ROAD	DRAINAGE DITCH	30:41:17.07	88:07:23.40
Mobile	014688	OMU0018 490000M00700	1	HALLS MILL RD	SPRING BRANCH	30:36:47.74	88:09:15.34
Mobile	014689	OMU0018 490000M02000	1	HALLS MILL RD	BOLTON BRANCH	30:38:43.39	88:06:43.82

BRIDGE IDENTIFICATION CROSS REFERENCE REPORT

February 19, 2025

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AREA	BIN	STRUCTURE NUMBER	RECORD TYPE	FACILITY CARRIED	FEATURES INTERSECTED	LATITUDE	LONGITUDE
Mobile	015200	OMU0062 490000M01800	1	PLEASANT VALLEY R	DRAINAGE DITCH	30:39:41.74	88:07:20.23
Mobile	015227	OMU0114 490000M00300	1	FILLINGIM ST	THREE MILE CREEK	30:42:27.81	88:06:03.80
Mobile	015368	OCO0000 490000209Z00	1	BOWERS LANE	MUDDY CREEK	30:32:00.60	88:09:28.60
Mobile	015431	OMU0017 490000M04100	1	UNIVERSITY BLVD.	THREE MILE CREEK	30:42:18.70	88:10:27.27
Mobile	015432	OMU0017 490000M04300	1	UNIVERSITY BLVD	DRAINAGE DITCH	30:42:24.23	88:10:26.36
Mobile	015871	OMU0118 490000M01900	1	OVERLOOK ROAD	BRANCH	30:43:11.10	88:10:32.51
Mobile	016182	OMU0000 490000000900	1	US 43	THREE MILE CREEK	30:43:25.57	88:03:31.58
Mobile	016421	OMU0000 490000M05000	1	UNIVERSITY BLVD	BRANCH	30:42:58.66	88:09:55.50
Mobile	016462	OCO0000 490000255Z00	1	HALLS MILL RD	HALLS MILL CREEK	30:36:25.11	88:09:36.44
Mobile	016555	OMU0038 490000M00400	1	COTTAGE HILL ROAD	MILKHOUSE CREEK	30:38:25.11	88:12:04.83
Mobile	017071	OCO0000 490000308Z00	1	CREEKWOOD DRIVE	TRIB TO SECOND CREEK	30:39:14.46	88:12:50.00
Mobile	017177	OMU0000 490000000000	1	BOLLING BROTHERS B	BOLTON'S BRANCH TRIBUTAR	30:38:59.53	88:06:50.39
Mobile	017197	OMU0000 490000000200	2	PEDESTRIAN BRIDGE	WATER STREET	30:41:29.22	88:02:20.46
Mobile	017199	OMU0000 490000000500	1	SACHEL PAIGE DR	DRAINAGE DITCH	30:39:08.77	88:07:03.78
Mobile	017200	OMU0000 490000000300	1	GIRBY ROAD	SPRING CREEK	30:37:06.35	88:09:30.86
Mobile	017201	OMU0000 490000000400	1	YORKWOOD DRIVE S.	SPRING CREEK	30:37:34.85	88:09:43.20
Mobile	017308	OCO0000 490000310X00	1	STONE HEDGE DR	SECOND CREEK	30:39:35.41	88:13:13.46
Mobile	017454	OCO0000 490000311X00	1	GRELOT RD	SECOND CREEK	30:39:40.94	88:13:26.24
Mobile	017455	OCO0000 490000312X00	1	GRELOT RD	BRANCH OF SECOND CREEK	30:39:40.46	88:13:12.02
Mobile	017497	OMU0000 490000000600	1	GAILLARD DR	3-MILE CREEK	30:42:20.39	88:09:53.83
Mobile	017571	OMU0000 490000000700	1	GAILLARD DR RELIEF	THREE MILE CREEK	30:42:21.28	88:09:53.61
Mobile	017572	OMU0000 490000000800	1	SACHEL PAIGE DR.	DRAINAGE DITCH	30:38:43.32	88:06:46.88
Mobile	017839	OCO0000 490000058X00	1	COTTAGE HILL ROAD	SECOND CREEK	30:38:09.36	88:12:51.58
Mobile	017856	OMU0038 490000M04100	1	COTTAGE HILL ROAD	ESLAVA CREEK	30:40:18.50	88:06:30.00
Mobile	017857	OMU0121 490000M01800	1	CONCEPTION ST RD	THREE MILE CREEK	30:43:07.43	88:03:56.11
Mobile	017858	OMU0086 490000M00100	1	SERV RD UNIV SH VI	TWELVE MILE CREEK	30:41:23.59	88:10:23.21
Mobile	018594	O649000 490000M00300	1	TERRELL RD.	PERCH CREEK	30:35:05.00	88:04:38.00
Mobile	018800	OMU0000 490000001000	1	MOBILE STREET	NALL ST. DRAINAGE CANAL	30:42:11.38	88:06:10.67
Mobile	019377	OMU0000 490000001200	1	MCVAY DRIVE	BOLTON BRANCH	30:38:45.00	88:06:11.00
Mobile	019379	OMU0000 490000001400	1	CYPRESS SHORES DR	JANIC BAYOU	30:35:53.71	88:08:11.26
Mobile	019380	OMU0000 490000001500	1	PILLANS STREET	SOUTHERN DRAIN	30:40:03.59	88:02:40.34
Mobile	019563	OMU005 490000M01600	1	HILLCREST ROAD	TWELVEMILE CREEK	30:41:05.93	88:11:26.33
Mobile	019565	OCO0000 490000269Z00	1	HILLCREST ROAD	HALLS MILL CREEK	30:36:37.63	88:11:26.78
Mobile	019798	OMU0000 490000001700	1	ROCHELLE LN	DOG RIVER TRIBUTARY	30:36:51.21	88:07:25.94
Mobile	019866	OMU0000 490000001800	1	BEL AIR BLVD	ESLAVA CREEK	30:40:26.97	88:07:04.63
Mobile	019964	OMU0000 490000M01900	1	INDUSTRIAL PKY EXT	60" INDUSTRIAL WATERLINE	30:47:41.79	88:04:12.33
Mobile	019982	OMU0000 490000002000	1	NAVCO ROAD	BOLTON BRANCH	30:38:41.61	88:06:09.39
Mobile	020002	OMU0000 490000002100	1	MUSEUM DRIVE	TWELVE-MILE CREEK	30:42:13.83	88:09:43.51
Mobile	020164	OCO1234 490000335X00	1	LAKEWIEW DR W	MILKHOUSE CREEK	30:40:54.83	88:12:51.35
Mobile	020229	OMU0000 490000002200	1	GRANADA AVENUE	SPRING CREEK	30:38:08.00	88:10:23.00
Mobile	020230	OMU0000 490000002300	1	MICHIGAN AVENUE	C.S.X RR	30:38:53.60	88:04:31.27
Mobile	020528	OMU0000 490000002500	1	EMOGENE ST	RANGELINE DITCH	30:40:58.79	88:07:23.06
Mobile	020578	OMU0000 490000002600	1	CODY RD N	MILKHOUSE CREEK	30:40:13.89	88:12:27.47
Mobile	020785	OMU0000 490000002700	1	NEVIUS RD	UNNAMED CREEK	30:36:23.97	88:11:19.18
Mobile	020867	OMU0000 490000002800	1	Baker St. Ext.	Southern Drain Canal	30:40:00.18	88:02:38.77
Mobile	020895	OMU0000 490000002900	1	S BROAD ST	DRAINAGE DITCH	30:38:57.00	88:03:45.00

BRIDGE IDENTIFICATION CROSS REFERENCE REPORT

February 19, 2025

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AREA	BIN	STRUCTURE NUMBER	RECORD TYPE	FACILITY CARRIED	FEATURES INTERSECTED	LATITUDE	LONGITUDE
Mobile	021337	OMU0000 490000003000	1	DUNLAP DRIVE	PINTO PASS	30:41:07.94	88:01:52.86
Mobile	021730	OMU0110 490000M02500	1	Ziegler Blvd	Branch	30:42:41.06	86:10:01.15

ATTACHMENT “B”

Required Underwater Inspections

LISTING OF STRUCTURES DUE FOR INSPECTION

AREA: All
COUNTY: All
CITY: MOBILE

February 19, 2025
Page 1 of 2

Report Criteria					
Area:	All	City:	MOBILE	Maintenance Resp:	City/Municipal Hwy Agenc
County:	All	MPO:	All	Inspection Resp:	City or Municipal Agency
				Inspection Type:	Underwater
				Date:	3/31/2027
				Hide Delinquent:	No
				Sort By:	Bridge ID

BIN	STR NUM	LOCATION	TYPE INSP DUE							R/SP INS DUE	I41
			R	F	U	P	N	C	DEL		
000347	OMU0018 490000M03600	0.1 MI E HOLCOMBE AVE JCT	Y	Y		Y	Y		Y	01 2026	A
002731	OMU0117 490000M01600	1.6 MI N CLAIRBORNE ST	Y	Y		Y	Y		Y	02 2026	A
013117	OCO0000 490000122X00	1 MI S. COTTAGE HILL RD	Y	Y			Y		Y	03 2026	A

ATTACHMENT “C”

Required Interim Inspections and Frequency

LISTING OF STRUCTURES DUE FOR INSPECTION

AREA: All
COUNTY: All
CITY: MOBILE

February 19, 2025
Page 1 of 2

Report Criteria

Area:	All	City:	MOBILE	Maintenance Resp:	City/Municipal Hwy Agenc	Date:	3/31/2027
County:	All	MPO:	All	Inspection Resp:	City or Municipal Agency	Hide Delinquent:	No
				Inspection Type:	Special	Sort By:	Bridge ID

BIN	STR NUM	LOCATION	TYPE INSP DUE							R/SP INS DUE	I41
			R	F	U	P	N	C	DEL		
003843	OMU0090 490000M00100	0.3 MI W CATHERINE ST	Y			Y	Y	Y	Y	01 2026	P
005510	OMU0020 490000M00100	150' N E FOREST AVE	Y			Y	Y	Y	Y	01 2026	P
005929	OMU0049 490000M01300	1.3 MI N US 98	Y			Y	Y	Y	Y	11 2026	P
006005	OMU0098 490000M00100	MORGAN @ LAWRENCE	Y			Y	Y	Y	Y	01 2026	P
006016	OMU0122 490000M04500	0.9 MI E.SHELTON BEACH RD	Y			Y	Y	Y	Y	11 2026	P
009575	OCO0000 490000256Z00	0.4 MI S HALLS MILL RD	Y			Y	Y	Y	Y	11 2026	P

ATTACHMENT “D”

Snooper & Lift Truck Inspections

LISTING OF STRUCTURES DUE FOR INSPECTION

AREA: All
COUNTY: All
CITY: MOBILE

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Page 1 of 2

Report Criteria

Area:	All	City:	MOBILE	Maintenance Resp:	City/Municipal Hwy Agenc	Date:	3/31/2027
County:	All	MPO:	All	Inspection Resp:	City or Municipal Agency	Hide Delinquent:	No
				Inspection Type:	Snooper	Sort By:	Bridge ID

BIN	STR NUM	LOCATION	TYPE INSP DUE							R/SP INS DUE	I41
			R	F	U	P	N	C	DEL		
000347	OMU0018 490000M03600	0.1 MI E HOLCOMBE AVE JCT	Y	Y			Y	Y	Y	01 2026	A
001303	OMU0101 490000M00100	0.1 MI N FAIRWAY DR	Y				Y	Y	Y	01 2026	A
002731	OMU0117 490000M01600	1.6 MI N CLAIRBORNE ST	Y	Y			Y	Y	Y	02 2026	A
002962	OMU0109 490000M00400	0.4 MI N SPRING HILL AVE	Y				Y	Y	Y	02 2026	A
005611	OMU0089 490000M01500	300' N COTTON ST	Y				Y	Y	Y	02 2026	A
006583	OMU0018 490000M01600	0.1 MI W AZALEA RD	Y				Y	Y	Y	01 2026	A
006661	OMU0069 490000M00100	1 MI S HALLS MILL ROAD	Y				Y	Y	Y	01 2026	A
007031	OMU0041 490000M00100	200' N HALLS MILL RD	Y				Y	Y	Y	01 2026	A
014005	OMU0157 490000M00100	781 N. E. WATER STREET	Y				Y		Y	06 2026	A
015227	OMU0114 490000M00300	0.3 MI W STANTON RD	Y				Y	Y	Y	02 2026	A
016182	OMU0000 490000000900	2.6 MI N BANKHEAD TUNNEL	Y				Y	Y	Y	02 2026	A
020230	OMU0000 490000002300	100' E OF I-10	Y				Y		Y	05 2026	A

ATTACHMENT “E”

Schedule of Fees



Schedule of Fees & Services

The attached document is **CONFIDENTIAL**.
It is not to be reproduced or distributed without prior approval

The following document is confidential and NOT to be distributed without prior written permission.

The rates proposed are effective January 1 – December 31, 2024.

General Information

Quotations for specific projects and defined scopes of work will be provided upon request.

The following schedule of hourly fees are applicable for all time expended on a project including: preparation, site visits, portal-to-portal travel, on-site observations, consultation, research, engineering computations, preparation of drawings/specifications, and report production. The following schedule of unit fees will apply to all tests and other specific items as indicated. Consumable materials and specialized test fixtures/devices will be invoiced on a cost plus basis.

Overtime charges at one point five (1.5) times the established rate will be applicable for services rendered between 12:00 AM Saturday and 11:59 PM Sunday and on established Williams observed holidays. Emergency call-out (less than twenty-four hour notice) will be subject to this same rate.

Standard fees allow for reproduction and mailing of a total of two copies of applicable project report. Additional copies will be charged at \$0.50 per page, plus photographic reproduction, where applicable.

Professional services rendered related to expert witness testimony (preparation, deposition and/or courtroom) concerning litigations shall be invoiced at two point zero (2.0) times the listed hourly fees and may require a retainer. Travel expenses and accommodations will be charged on a cost-plus basis.

Corporate Office:
2970 Cottage Hill Rd., Ste. 190
Mobile, Alabama 36606
(P) 251.666.2443
(F) 251.666.6422

1.0 Professional Fees

1.1 Personnel

Engineer

Senior Principal Engineer (code 003)	\$320.00/hr.
Principal Engineer II (code 008)	\$283.00/hr.
Principal Engineer I (code 005)	\$248.00/hr.
Senior Engineer III (code 052)	\$240.00/hr.
Senior Engineer II (code 051)	\$210.00/hr.
Senior Engineer I (code 050)	\$198.00/hr.
Project Engineer III (code 152)	\$162.00/hr.
Project Engineer II (code 151)	\$150.00/hr.
Project Engineer I (code 150)	\$140.00/hr.
Engineering Associate III (code 201)	\$130.00/hr.
Engineering Associate II (code 200)	\$114.00/hr.
Engineering Associate I (code 260)	\$102.00/hr.

Scientist / Geologist

Principal Scientist (code 311)	\$180.00/hr.
Senior Scientist (code 115)	\$120.00/hr.
Staff Scientist III (code 165)	\$118.00/hr.
Staff Scientist II (code 215)	\$100.00/hr.
Staff Scientist I (code 270)	\$85.00/hr.

Designer / Drafter

Senior Designer III (code 658)	\$160.00/hr.
Senior Designer II (code 657)	\$130.00/hr.
Senior Designer I (code 656)	\$110.00/hr.
Designer III (code 654)	\$102.00/hr.
Designer II (code 652)	\$98.00/hr.
Designer I (code 651)	\$89.00/hr.

Technician

Senior Materials Specialist (code 515)	\$140.00/hr.
Materials Specialist (code 514)	\$105.00/hr.
Senior Technician (code 506)	\$100.00/hr.
Technician III (code 503)	\$80.00/hr.
Technician II (code 502)	\$72.00/hr.
Technician I (code 501)	\$66.00/hr.

Inspector

Senior Inspector (code 706)	\$105.00/hr.
Inspector II (code 702)	\$87.00/hr.
Inspector I (code 701)	\$65.00/hr.

Specialist

Senior Specialist (code 399)	\$142.00/hr.
Staff Specialist III (code 299)	\$121.00/hr.
Staff Specialist II (code 351)	\$100.00/hr.
Staff Specialist I (code 271)	\$87.00/hr.
Field Assistant (code 500)	\$65.00/hr.

Project Manager

Principal Project Manager (code 001)	\$257.00/hr.
Senior Project Manager (code 112)	\$225.00/hr.
Project Manager (code 162)	\$180.00/hr.
Project Coordinator II (code 250)	\$115.00/hr.
Project Coordinator I (code 252)	\$95.00/hr.

Consultant (Roofing, Safety, etc.)

Principal Consultant (code 002)	\$260.00/hr.
Registered Consultant (code 307)	\$185.00/hr.
Senior Consultant (code 313)	\$158.00/hr.
Project Consultant (code 309)	\$145.00/hr.
Staff Consultant II (code 357)	\$125.00/hr.
Staff Consultant I (code 359)	\$102.00/hr.

Surveyor

Professional Land Surveyor II (code 604)	\$195.00/hr.
Professional Land Surveyor I (code 605)	\$165.00/hr.
Drone Data Processor (code 601)	\$110.00/hr.
Drone Pilot (code 602)	\$110.00/hr.
Surveyor, Party Chief (code 603)	\$110.00/hr.
Surveyor, Instrument Man (code 606)	\$75.00/hr.
Surveyor, Rodman (code 607)	\$65.00/hr.

*Architecture/Landscape Architecture/Planner

Principal Architect (code 549)	\$201.00/hr.
Architect (code 551)	\$145.00/hr.
Interior Designer (code 552)	\$150.00/hr.
Principal Landscape Architect (code 570)	\$195.00/hr.
Senior Landscape Architect (code 571)	\$140.00/hr.
Associate Landscape Architect (code 573)	\$105.00/hr.

Administrative

Documentarian II (code 797)	\$105.00/hr.
Documentarian I (code 798)	\$90.00/hr.
Administrative Assistant II (code 799)	\$83.00/hr.
Administrative Assistant I (code 800)	\$73.00/hr.

*Services provided by Watermark Design Group, a wholly owned subsidiary of Thompson Holding, Inc.

1.2 Other Expenses

1. Automotive mileage (code A002)	\$0.72/mile
2. 4-Wheel Drive (code A002a)	\$0.85/mile
<i>Mileage charges apply only to projects more than 20 miles from office.</i>	
3. Boat (includes operator)	Special Quote
4. Per Diem (Meals and Lodging) (code A004)	\$125.00/person/day
Per Diem charge in High-Cost-of-Living areas is based upon actual cost plus 20%.	
5. Photographs (reproduced within report or at client's request) (code A005)	\$ 2.60 ea
6. Color Photocopies (code A006)	\$3.15/ea
7. Large Drawing Plots	
Monochrome Linework on bond	\$1.00/Sq. Ft.
Size D (code A007a)	\$5.19/ea
Size E (code A007b)	\$10.39/ea
Long Plot (140x32) (code A007c)	\$31.11/ea
2 pc Super Plot (140x60) (code A007d)	\$58.33/ea
11x17 Reduction (code A007e)	\$1.30/ea
Custom (Glossy 40x28) (code A007f)	\$38.89/ea
Color Image on plain bond	\$6.00/Sq. Ft.
Size D (code A007g)	\$31.17/ea
Size E (code A007h)	\$62.33/ea
Long Plot (140x32) (code A007i)	\$186.67/ea
2 pc Super Plot (140x60) (code A007j)	\$350.00/ea
11x17 Reduction (code A007k)	\$7.79/ea
Custom (Glossy 106x36) (code A007m)	\$185.50/ea
8. Direct non-salary expense	Cost Plus 10%
9. Sub-Contractor markup	Cost Plus 10%

ATTACHMENT “F”

Insurance Certificates and E-Verify Documents



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/18/2025

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 760 Howard Ave. Biloxi MS 39530	CONTACT NAME: Patty Savage PHONE (A/C, No, Ext): 8002770856 E-MAIL ADDRESS: Patty_Savage@ajg.com FAX (A/C, No): 228-863-1957														
INSURED Thompson Engineering Inc. 2970 Cottage Hill Rd Ste 190 Mobile AL 36606	THOMINC-03 <table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Beazley Insurance Company, Inc.</td><td>37540</td></tr><tr><td>INSURER B : Travelers Property Casualty Co of America</td><td>25674</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 : Beazley Insurance Company, Inc.	37540	INSURER B : Travelers Property Casualty Co of America	25674	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Beazley Insurance Company, Inc.	37540														
INSURER B : Travelers Property Casualty Co of America	25674														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 999306791**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			CUP8S42687025NF	2/1/2025	2/1/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			C1D697250901	2/1/2025	2/1/2026	Per Claim Aggregate 2,000,000 2,000,000

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

NOTE: Umbrella Coverage above; policy number CUP8S42687025NF through Travelers Property Casualty Co of America is excess coverage over General Liability policy number GLO3534778-03, Auto Liability policy number BAP3534779-03, and Employers Liability policy number WC3534777-03 written through Zurich American Insurance Company effective 2/1/2025 to 2/1/2026. Umbrella is follow form these policies.

2026 Bridge Inspection Cycle Contract

CERTIFICATE HOLDER**CANCELLATION**City of Mobile
P. O. Box 1827
Mobile AL 36633

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

AUTHORIZED REPRESENTATIVE

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IMPORTANT NOTICE ABOUT HOLD HARMLESS AND INDEMNIFICATION AGREEMENTS

While insurance policies may respond to certain contractual assumption of liability or responsibility (Hold Harmless/Indemnification Agreements/Clauses), such policies are not broad enough to transfer or fund all assumed exposures. In addition, insurance policies have monetary limits that apply to covered claims. Our receipt of hold harmless/indemnification agreements and issuance of certificates of insurance is not validation that all conditions of the hold harmless/indemnification agreement have been met. Most assumption of risk agreements/clauses are broader than the terms and conditions of insurance policies.

IMPORTANT NOTICE ABOUT AUTOMATIC STATUS ADDITIONAL INSURED(S)/WAIVERS

The certificate of insurance may represent that Additional Insured &/or Waiver status is included when required by written contract. In order for Additional Insured &/or Waiver status to be triggered in this case, there must be a written and executed contract between the insured and the person(s) or organization(s) for which Additional Insured &/or Waiver status is required.



THOMENG-01

KCROSBY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/18/2025

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 PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	CONTACT NAME: Rachel Hutto	
	PHONE (A/C, No, Ext): (334) 244-0004 FAX (A/C, No):	
	E-MAIL ADDRESS: rhutto@turnerfirst.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Zurich American Insurance Co.	16535
INSURED Thompson Engineering, Inc. 2970 Cottage Hill Road, Ste. 190 Mobile, AL 36606	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab. ☒ XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	X	GLO 3534778-03	2/1/2025	2/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	BAP 3534779-03	2/1/2025	2/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 3534777-03	2/1/2025	2/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Auto Physical Damage			BAP 3534779-03	2/1/2025	2/1/2026	Various deductibles

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CITY WIDE BRIDGE INSPECTION (2026 CYCLE). CITY PROJECT NO. 2025-3005-18.

City of Mobile is named as an additional insured on a primary & non contributory basis on the General Liability and Auto Liability policies as required by written contract. A waiver of subrogation applies in favor of City of Mobile as respects General Liability, Automobile Liability, & Workers Compensation where required by written contract. WC Alternate employer endorsement applies where required by written contract. 30 days written notice of cancellation applies where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS USING AN E-VERIFY EMPLOYER AGENT**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS), the Thompson Holdings, Inc (Employer), and the E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. Section 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - A. Notice of E-Verify Participation
 - B. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.
4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - A. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.
 - B. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete I-Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

5. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

6. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - A. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 5 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.
 - B. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.
7. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.
8. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.
9. The Employer must use E-Verify (through its E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.
10. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.
11. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. Section 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate

the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

12. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
13. The Employer agrees that it will use the information it receives from E-Verify (through its E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
14. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email a E-Verify@dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
15. The Employer acknowledges that the information it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. Section 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.
17. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
18. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
19. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 ([Web](#))) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
20. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.
21. The Employer agrees that it will notify its E-Verify Employer Agent immediately if it is awarded a federal contract with the FAR clause. Your E-Verify Employer Agent needs this information so that it can update your company's E-Verify profile within 30 days of the contract award date.

B. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify and shall update them as needed to keep them current.
2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer so that the Employer

can become familiar with and comply with E-Verify policy and procedures. The E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.

3. The E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
4. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
 - A. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the E-Verify Employer Agent is a Federal contractor.
 - B. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of E-Verify.
5. The E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
6. The E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
7. The E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
8. The E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
9. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.1 below.
10. The E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability.
11. When the E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.
12. If data is transmitted between the E-Verify Employer Agent and its client, then the E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the E-Verify Employer Agent.
13. The E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
14. The E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.
15. The E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify Employer Agent services and any claim to that effect is false.
16. The E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the

prior written consent of DHS.

17. The E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
18. The E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The E-Verify Employer Agent should instruct the client to keep the E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
 - A. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - B. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
 - C. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - D. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
 - E. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

- ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- F. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

- G. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.
3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. Section 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
 - A. Automated verification checks on alien employees by electronic means, and
 - B. Photo verification checks (when available) on employees.
2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as

an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. HS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to

contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - A. Scanning and uploading the document, or
 - B. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV

SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the E-Verify Employer Agent may voluntarily terminate this MOU upon giving DHS 30 days' written notice.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its

participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.
5. Upon termination of the relationship between an Employer and their E-Verify Employer Agent, E-Verify cannot provide the Employer with its records. The Employer agrees to seek its records from the E-Verify Employer Agent.

ARTICLE VI

PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent, and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.
- G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Thompson Holdings, Inc (Employer) hereby designates and appoints Chacyra Lloyd (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer Thompson Holdings, Inc	
Name (Please Type or Print) Chad Brown	Title
Signature Electronically Signed	Date July 03, 2019
E-Verify Employer Agent Paylocity Corporation	
Name (Please Type or Print) Chacyra Lloyd	Title
Signature Electronically Signed	Date July 03, 2019
Department of Homeland Security - Verification Division	
Name USCIS Verification Division	Title
Signature Electronically Signed	Date July 03, 2019

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Thompson Holdings, Inc
Company Facility Address	2970 Cottage Hill Road Suite 190 Mobile, AL 36606
Company Alternate Address	2970 Cottage Hill Road Suite 190 Mobile, AL 36606
County or Parish	Mobile
Employer Identification Number	72-1381313
North American Industry Classification Systems Code	Professional, Scientific, And Technical Services (541)
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	19

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

Alabama	5
Tennessee	5
Florida	2
Mississippi	2
Georgia	1
Louisiana	3
North Carolina	1

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Chad Brown
Phone Number	(251) 510-3156
Fax Number	
Email Address	cbrown@thompsonengineering.com

Name	Bill Morgan
Phone Number	(251) 518-6299
Fax Number	
Email Address	bmogan@thompsonengineering.com

Name	Edna Lugo
Phone Number	(251) 525-0227
Fax Number	
Email Address	elugo@thompsonengineering.com



City of Mobile
Office of Supplier Diversity

**REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS
ENTERPRISE (DBE) GOAL**

Bid/RFP/P.O./Solicitation/Other# 2025-3005-18

Current Date 02/ 19/ 25

Project Description: City Wide Bridge Inspection (2026 Cycle)

Total Estimated Value of the Project: \$339,320.00

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. The work required on this contract requires specific and special

Certifications.



Requested By (Department Director)

John Forrester

(Signature)

(Title)

(Date)

251-208-7243

Asst. City Engineer

02/19/2025

Telephone Number

Email
Address

forresterj@cityofmobile.org

251-208-7243

Reviewed By (Office of Supplier Diversity)

Archnique Kidd

Supplier Diversity Manager

2/26/2025

(Signature)

(Title)

(Date)

AMENDMENT RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis

WHEREAS, the City entered into a contract dated March 11, 2025 with Thompson Engineering, Inc. for Bridge Inspection services on the project known as City Wide Bridge Inspection (2026 Cycle), City of Mobile Project No. 2025-3005-18; and

WHEREAS, the Contract amount for the Bridge Inspection services was based on fee negotiations for the original scope of services between the City of Mobile and Thompson Engineering, Inc; and whereas, the current original contract amount totals \$339,320.00; and

WHEREAS, during inspection, observed damage and unforeseen circumstances caused additional data collection, evaluations, and underwater inspections to become necessary in the amount of \$130,000.00; and

WHEREAS, the contract provides on Page 6 that the compensation “shall not exceed Three Hundred Thirty-Nine Thousand Three Hundred Twenty Dollars (\$339,320.00) without prior approval of the CITY COUNCIL”;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Council does hereby authorize the additional fee of \$130,000.00, for a total of \$469,320.00, to be paid to Thompson Engineering, Inc. for Bridge Inspection services on the City Wide Bridge Inspection (2026 Cycle) Project.

Adopted: *

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

N/A



AGENDA ITEM SUMMARY SHEET

Agenda of: March 10, 2026

Submitted by:

Shonnda Smith, Exec Director

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Contractor will perform tennis lessons and clinics at the Mobile Tennis Center. Lessons and clinics will be purchased and paid for by the public users of the Center based on the rates stated in the contract. The contractor will receive a portion of these fees, as stated in the contract, not to exceed \$80,000 per year for a 36-month term.

Amount of Contract:

\$80,000 per year for a term of three (3) years.

Funding Source

Funds will come from public purchases of lessons and clinics offered by Anderson Dulaney.

ATTACHMENTS:

1. Anderson Dulaney 106185 COI - City of Mobile
2. Anderson Dulaney Tennis Resolution
3. Anderson Dulaney Contract

REVIEWERS:

Lana Pafenbach
Lana Pafenbach



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/15/2026

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 ESP Insurance Brokerage, LLC 101 Creekside Crossing, Ste. 1700-264 Brentwood TN 37027	CONTACT NAME: Lauren Quinn PHONE (A/C, No, Ext): (877) 670-2377 E-MAIL ADDRESS: lauren.kachadorian@espspecialty.com FAX (A/C, No):
INSURED Racquet Sports Professionals Association Inc. 11961 Performance Drive Orlando FL 32827	INSURER(S) AFFORDING COVERAGE INSURER A: Everest Indemnity Insurance Company INSURER B: Everest National Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 10851 10120

COVERAGES**CERTIFICATE NUMBER:** CL25111349467**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 ☐ PRO-JECT ☐ LOC OTHER:	Y		GI0010062-251	12/31/2025	12/31/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			GCI0010061-251	12/31/2025	12/31/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

RSPA Members are insured for General Liability for playing, teaching or officiating in tennis, pickleball, padel, platform tennis and squash.

Anderson Dulaney
#106185

City of Mobile is included as additional insured with respects the general liability required by written contract

CERTIFICATE HOLDER**CANCELLATION**City of Mobile
PO Box 1827

Mobile

AL 36633 - 1827

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

City of Mobile
PO Box 1827
Mobile AL 36633

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

2026

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement with Anderson Dulaney to provide tennis lessons and clinics for Parks and Recreation Department, compensation for work provided by the contractor will be as provided in the statement of work but in no event should not exceed \$80,000 per fiscal year 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.

BE IT FURTHER RESOLVED that the City Council finds that this resolution is necessary to perform essential minimum functions of the Council.

Adopted:

City Clerk

STATE OF ALABAMA)

COUNTY OF MOBILE)



PROFESSIONAL SERVICES CONTRACT

City of Mobile

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 **ANDERSON DULANEY**, an Alabama Professional Tennis Instructor, (hereinafter "Contractor"), as follows:

WHEREAS, the Contractor is uniquely qualified and has expertise in teaching tennis lessons/clinics; and

WHEREAS, said services benefit the public at large and the community and it serves a public purpose for the City in providing said services; 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, 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 attached hereto as EXHIBIT A.

- B. 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
- C. The Contractor shall report to Scott Novak, the Manager of the Mobile Tennis Center or his/her designee, who shall provide specific tasking to the Contractor with respect to these services.

II. TERM OF AGREEMENT

- A. This Contract shall commence immediately upon execution by both the City and the Contractor. It shall continue for a period of three (3) years or thirty-six (36) months, subject to the renewal and/or availability of funding.

III. COMPENSATION

The City agrees to compensate the Contractor for services performed in accordance with the fee schedule and payment terms set forth in Exhibit A. The total amount payable for hourly compensation only under this Agreement shall not exceed Eighty Thousand Dollars (\$80,000.00) per fiscal year. This hourly compensation applies solely to amounts paid by the City on an hourly basis and does not include compensation derived from public clinic flat-rate payments or the Contractor's eighty-five percent (85%) private lesson revenue splits, which shall be calculated and paid separately in accordance with Exhibit A and Exhibit B.

IV. METHOD OF PAYMENT

- A. Payments shall be made via direct deposit to a banking institution designated by the Contractor.

V. ADDITIONAL SERVICES

- A. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.
- B. 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 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. Contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).
- B. This section of the Agreement will survive the expiration or termination of the Agreement.

VII. CONTRACTOR'S INSURANCE.

For the term of this Agreement, the Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured***, and shall attach to this contract, as proof thereof, a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama. 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

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

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.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

- A. The Contractor agrees to respond to communication from the City within three 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.

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. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- B. Any failure of the Contractor to satisfy the requirements of this 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. In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above.

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 Scott Novak, manager of the Mobile Tennis Center, as a 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 Clerk
City of Mobile
Post Office Box 1827
Mobile, AL 36633-1827

CONTRACTOR:
Anderson Dulaney
2889 Sollie Road, Apt. 406
Mobile, AL 36695

Copy to:
City Attorney
City of Mobile Legal Department
P.O. Box 1827
Mobile, AL 36633-1827

- C. Any change in the Mobile Tennis Center Management 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.

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. The language of this Agreement shall be construed, in all cases, according to its fair meaning

and not for or against any party hereto.

- B. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.
- C. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.
- D. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.
- E. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- K. 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.
- L. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

- M. 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.
- N. 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.
- O. 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.
- P. 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.
- Q. 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.
- R. 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.
- S. The Contractor shall submit to and maintain proper background clearance with the City of Mobile Police Department and comply with all pre-employment measures, including participation in the City's Drug-Free Workplace Program.
- T. The City shall provide the Contractor with appropriate office space and equipment as necessary to perform assigned duties.
- 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.

By signing below, the parties acknowledge they have read, understood, and agree to abide by the terms of this Contract, including all incorporated exhibits.

CONTRACTOR

By:

Anderson Dulaney
Anderson Dulaney

Date:

2/25/26

State of ALABAMA }
County of MOBILE }

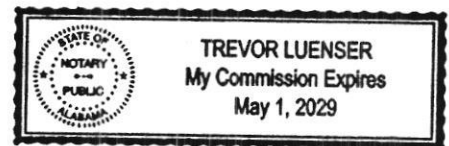
I, the undersigned Notary Public, in and for said county and state, hereby certify that Anderson Dulaney is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

In witness whereof, I hereunto set my hand and official seal on this 25th day of FEBRUARY, 2026.

Trevor Luenser
Notary Public

Print TREVOR LUENSER

My commission expires: 5/1/2029



(Seal)

CITY OF MOBILE

By: _____

Spiro N. Cheriogotis, Mayor

Date: _____

ATTEST:

Its City Clerk

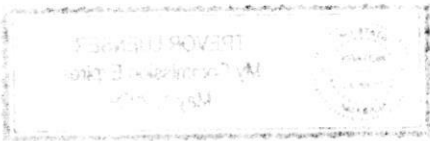


EXHIBIT A – Statement of Work

1. Contractor will possess and maintain a current SafePlay certification, USPTA or PTR certification, liability insurance with additional coverage to include City of Mobile, and CPR/AED certification. Performance of work below this standard or failure to maintain the required proficiency will be cause for termination of the contract.
2. Contractor will always maintain a professional appearance and demeanor while engaged in performance of the contract. Contractor will reflect the Tennis Center's customer friendly, helpful, professional, and knowledgeable image.
3. Contractor will uphold and enforce Mobile Tennis Center Policies and Procedures and strictly enforce and adhere to the Inclement Weather Policy.
4. Tennis Center will set and collect all Customer fees for lessons and court usage. Students will make all lesson payments with the Tennis Center. Tennis Center will coordinate with Contractor to assign Customers to Contractor based on Contractor availability. Contractor is not required to accept any specific Customers or conduct any specific classes. Once Contractor accepts a customer or class assignment, Contractor is required to keep the student and class commitment for the duration of the scheduled class duration unless otherwise agreed to by the Tennis Center Director. The Tennis Center will notify students of class assignments and meeting dates and times. Contractor is not guaranteed a minimum amount of work.
5. Contractor is required to teach a minimum of 4 hours of public clinics per week when scheduled through the Mobile Tennis Center if the hours are available.
6. Contractor may also independently schedule Contractor's own lessons, at Contractor's own schedule, directly with Customers. Contractor must notify Tennis Center, of any planned instruction times, locations, and student names, at least 24 hours in advance of any class. Contractors must direct Customers to make payment for classes directly with the Tennis Center. The City will take 15% of every fee paid by the public for private lessons and group lessons.
7. Contractor will notify the City promptly of any Customer complaints regarding contract services provided.
8. The City will provide balls, baskets, and other teaching aids to the contractor within reason.
9. City will pay Contractor per hour Contractor teaches according to the below pay rate schedule.
10. Contractor will invoice City, and City will pay Contractor, bi-weekly for the number of lessons taught the previous two weeks. Contractor must detail in Contractor's invoice the class dates, location, duration, and number of students for each class for which instructor is invoicing.

EXHIBIT B – Tennis Contractor Pay Rates

Private Instructor Lesson Rates at Mobile Tennis Center

HALF HOUR

Customer Pays \$30.00 (1-4 STUDENTS) 85% to Instructor = \$25.50

1 HOUR

Customer Pays \$55.00 (1-4 STUDENTS) 85% to Instructor = \$46.75

Customer Pays \$65.00 (5-8 STUDENTS) 85% to Instructor = \$55.25

Customer Pays \$75.00 (9-12 STUDENTS) 85% to Instructor = \$63.75

Public Clinic Instructor Pay Rates at Mobile Tennis Center

Flat Rate

1/2 Hour Clinic-\$30.00

1 Hour Clinic-\$60.00

Private Group Clinic Instructor Pay Rate at Mobile Tennis Center

- City retains 15% of amount collected for Private Group Clinic Instruction
- Rates negotiated and agreed upon among Mobile Tennis Center Administration, Instructor and Group Representative
- Rate cannot be lower than a Private Lesson Instructor Rate
- Private Clinic hours do not count as part of the Public Clinic Instruction requirement in the contract



CAPITAL CONTRACT SUMMARY SHEET

N/A



AGENDA ITEM SUMMARY SHEET

Agenda of: March 10, 2026

Submitted by:

Shonnda Smith, Exec Director

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Contractor will perform tennis lessons and clinics at the Mobile Tennis Center. Lessons and clinics will be purchased and paid for by the public users of the Center based on the rates stated in the contract. The contractor will receive a portion of these fees, as stated in the contract, not to exceed \$80,000 per year for a 36-month term.

Amount of Contract:

Not to exceed \$80,000 per year for a term of three (3) years.

Funding Source

Funds will come from the public purchase of lessons and clinics offered by Stephen Eaker.

ATTACHMENTS:

1. STEPHEN EAKER INSURANCE 1.26
2. Stephen Eaker Tennis Resolution
3. Stephen 'Jake' Eaker Contract

REVIEWERS:

Lana Pafenbach
Lana Pafenbach



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/08/2026

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 Correll Insurance Group of Hilton Head PO Box 6869 Hilton Head Island SC 29938	CONTACT NAME: Michele Reitz PHONE (A/C, No, Ext): (843) 785-7733 E-MAIL ADDRESS: mreitz@correllhhi.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: NAIC # 18058
INSURED Professional Tennis Registry, Inc. Professional Pickleball Registry, Inc. Professional Platform Tennis Registry, Inc. 5700 Saddlebrook Way Wesley Chapel FL 33543	

COVERAGES**CERTIFICATE NUMBER:** 2025-2026 Master**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 ☐ PRO-JECT ☐ LOC OTHER:			PHPK2584296	09/01/2025	09/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000						EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	☐ 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					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

[Job #: 1089 Job Type:]
125264 - Certificate Holder is listed as Additional Insured # 1089 with respect to Member # 125264 - Stephen Eaker, 12451 Lot 1 Saeger RD., Grand Bay AL 36541

CERTIFICATE HOLDER**CANCELLATION**City of Mobile
PO 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

2026

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement with Stephen Eaker to provide tennis lessons and clinics for Parks and Recreation Department, compensation for work provided by the contractor will be as provided in the statement of work but in no event should not exceed \$80,000 fiscal per year 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.

BE IT FURTHER RESOLVED that the City Council finds that this resolution is necessary to perform essential minimum functions of the Council.

Adopted:

City Clerk

STATE OF ALABAMA)

COUNTY OF MOBILE)



PROFESSIONAL SERVICES CONTRACT

City of Mobile

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 **STEPHEN "JAKE" EAKER**, an Alabama Professional Tennis Instructor, (hereinafter "Contractor"), as follows:

WHEREAS, the Contractor is uniquely qualified and has expertise in teaching tennis lessons/clinics; and

WHEREAS, said services benefit the public at large and the community and it serves a public purpose for the City in providing said services; 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, 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 attached hereto as EXHIBIT A.

- B. 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
- C. The Contractor shall report to Scott Novak, the Manager of the Mobile Tennis Center or his/her designee, who shall provide specific tasking to the Contractor with respect to these services.

II. TERM OF AGREEMENT

- A. This Contract shall commence immediately upon execution by both the City and the Contractor. It shall continue for a period of three (3) years or thirty-six (36) months, subject to the renewal and/or availability of funding.

III. COMPENSATION

The City agrees to compensate the Contractor for services performed in accordance with the fee schedule and payment terms set forth in Exhibit A. The total amount payable for hourly compensation only under this Agreement shall not exceed Eighty Thousand Dollars (\$80,000.00) per fiscal year. This hourly compensation applies solely to amounts paid by the City on an hourly basis and does not include compensation derived from public clinic flat-rate payments or the Contractor's eighty-five percent (85%) private lesson revenue splits, which shall be calculated and paid separately in accordance with Exhibit A and Exhibit B.

IV. METHOD OF PAYMENT

- A. Payments shall be made via direct deposit to a banking institution designated by the Contractor.

V. ADDITIONAL SERVICES

- A. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.
- B. 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 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. Contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).
- B. This section of the Agreement will survive the expiration or termination of the Agreement.

VII. CONTRACTOR'S INSURANCE.

For the term of this Agreement, the Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured***, and shall attach to this contract, as proof thereof, a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama. 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

- 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

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.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

- A. The Contractor agrees to respond to communication from the City within three 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.

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. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- B. Any failure of the Contractor to satisfy the requirements of this 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. In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above.

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 Scott Novak, manager of the Mobile Tennis Center, as a 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 Clerk
City of Mobile
Post Office Box 1827
Mobile, AL 36633-1827

CONTRACTOR:
Stephen "Jake" Eaker
12451 Lot 1 Saeger Rd
Grand Bay, AL 36541

Copy to:
City Attorney
City of Mobile Legal Department
P.O. Box 1827
Mobile, AL 36633-1827

- C. Any change in the Mobile Tennis Center Management 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.

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. The language of this Agreement shall be construed, in all cases, according to its fair meaning

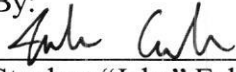
and not for or against any party hereto.

- B. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.
- C. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.
- D. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.
- E. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- K. 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.
- L. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

- M. 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.
- N. 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.
- O. 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.
- P. 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.
- Q. 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.
- R. 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.
- S. The Contractor shall submit to and maintain proper background clearance with the City of Mobile Police Department and comply with all pre-employment measures, including participation in the City's Drug-Free Workplace Program.
- T. The City shall provide the Contractor with appropriate office space and equipment as necessary to perform assigned duties.
- 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.

By signing below, the parties acknowledge they have read, understood, and agree to abide by the terms of this Contract, including all incorporated exhibits.

CONTRACTOR

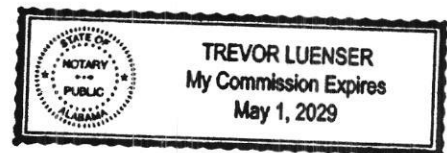
By: 
Stephen "Jake" Eaker
Date: 2-25-26

State of ALABAMA }
County of MOBILE }

I, the undersigned Notary Public, in and for said county and state, hereby certify that Stephen "Jake" Eaker is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

In witness whereof, I hereunto set my hand and official seal on this 25th day of FEBRUARY, 2026.


Notary Public
Print TREVOR LUENSER
My commission expires: 5/1/2029



(Seal)

CITY OF MOBILE

By: _____
Spiro N. Cheriogotis, Mayor
Date: _____

ATTEST:

Its City Clerk

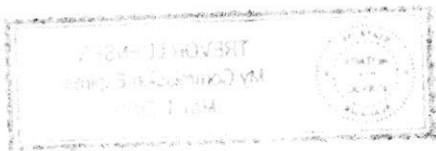


EXHIBIT A – Statement of Work

1. Contractor will possess and maintain a current SafePlay certification, USPTA or PTR certification, liability insurance with additional coverage to include City of Mobile, and CPR/AED certification. Performance of work below this standard or failure to maintain the required proficiency will be cause for termination of the contract.
2. Contractor will always maintain a professional appearance and demeanor while engaged in performance of the contract. Contractor will reflect the Tennis Center's customer friendly, helpful, professional, and knowledgeable image.
3. Contractor will uphold and enforce Mobile Tennis Center Policies and Procedures and strictly enforce and adhere to the Inclement Weather Policy.
4. Tennis Center will set and collect all Customer fees for lessons and court usage. Students will make all lesson payments with the Tennis Center. Tennis Center will coordinate with Contractor to assign Customers to Contractor based on Contractor availability. Contractor is not required to accept any specific Customers or conduct any specific classes. Once Contractor accepts a customer or class assignment, Contractor is required to keep the student and class commitment for the duration of the scheduled class duration unless otherwise agreed to by the Tennis Center Director. The Tennis Center will notify students of class assignments and meeting dates and times. Contractor is not guaranteed a minimum amount of work.
5. Contractor is required to teach a minimum of 4 hours of public clinics per week when scheduled through the Mobile Tennis Center if the hours are available.
6. Contractor may also independently schedule Contractor's own lessons, at Contractor's own schedule, directly with Customers. Contractor must notify Tennis Center, of any planned instruction times, locations, and student names, at least 24 hours in advance of any class. Contractors must direct Customers to make payment for classes directly with the Tennis Center. The City will take 15% of every fee paid by the public for private lessons and group lessons.
7. Contractor will notify the City promptly of any Customer complaints regarding contract services provided.
8. The City will provide balls, baskets, and other teaching aids to the contractor within reason.
9. City will pay Contractor per hour Contractor teaches according to the below pay rate schedule.
10. Contractor will invoice City, and City will pay Contractor, bi-weekly for the number of lessons taught the previous two weeks. Contractor must detail in Contractor's invoice the class dates, location, duration, and number of students for each class for which instructor is invoicing.

EXHIBIT B – Tennis Contractor Pay Rates

Private Instructor Lesson Rates at Mobile Tennis Center

HALF HOUR

Customer Pays \$30.00 (1-4 STUDENTS) 85% to Instructor = \$25.50

1 HOUR

Customer Pays \$55.00 (1-4 STUDENTS) 85% to Instructor = \$46.75

Customer Pays \$65.00 (5-8 STUDENTS) 85% to Instructor = \$55.25

Customer Pays \$75.00 (9-12 STUDENTS) 85% to Instructor = \$63.75

Public Clinic Instructor Pay Rates at Mobile Tennis Center

Flat Rate

1/2 Hour Clinic-\$30.00

1 Hour Clinic-\$60.00

Private Group Clinic Instructor Pay Rate at Mobile Tennis Center

- City retains 15% of amount collected for Private Group Clinic Instruction
- Rates negotiated and agreed upon among Mobile Tennis Center Administration, Instructor and Group Representative
- Rate cannot be lower than a Private Lesson Instructor Rate
- Private Clinic hours do not count as part of the Public Clinic Instruction requirement in the contract



CAPITAL CONTRACT SUMMARY SHEET

N/A



AGENDA ITEM SUMMARY SHEET

Agenda of: March 10, 2026

Submitted by:

Shonnda Smith, Exec Director

Sponsored by:

Purpose and Scope of Project:

Contractor will perform tennis lessons and clinics at the Mobile Tennis Center. Lessons and clinics will be purchased and paid for by the public users of the Center based on the rates stated in the contract. The contractor will receive a portion of these fees, as stated in the contract, not to exceed \$80,000 per year for a 36-month term.

Amount of Contract:

\$80,000 per year for a term of three (3) years.

Funding Source

Funds will come from the public purchases of lessons and clinics offered by Claudia Simmons.

ATTACHMENTS:

1. Claudia Simmons 2026 COI
2. CLAUDIA SIMMONS Resolution
3. Claudia Simmons Contract

REVIEWERS:

Lana Pafenbach

Lana Pafenbach



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/13/2025

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 ESP Insurance Brokerage, LLC 101 Creekside Crossing, Ste. 1700-264 Brentwood TN 37027	CONTACT NAME: Lauren Quinn PHONE (A/C, No, Ext): (877) 670-2377 E-MAIL ADDRESS: lauren.kachadorian@espspecialty.com FAX (A/C, No):
INSURED Racquet Sports Professionals Association Inc. 11961 Performance Drive Orlando FL 32827	INSURER(S) AFFORDING COVERAGE INSURER A: Everest Indemnity Insurance Company INSURER B: Everest National Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 10851 10120

COVERAGES**CERTIFICATE NUMBER:** CL25111349467**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 ☐ PRO-JECT ☐ LOC OTHER:	Y		GI0010062-251	12/31/2025	12/31/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED RETENTION \$ ☐ CLAIMS-MADE			GCI0010061-251	12/31/2025	12/31/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☐	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

RSPA Members are insured for General Liability for playing, teaching or officiating in tennis, pickleball, padel, platform tennis and squash.

Claudia Simmons
#96198

City of Mobile is included as additional insured with respects the general liability required by written contract

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

City of Mobile
PO Box 1827
Mobile AL 36633

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: GI0010062-251

PI-GL-005 (07/12) **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Name of Person or Organization (Additional Insured):

Any person or organization where required by written contract executed prior to a loss or claim.

City of Mobile
PO Box 1827
Mobile AL 36633

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” arising out of or relating to your negligence in the performance of “your work” for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or “occurrence” we cover for this Additional Insured.

The Additional Insured’s limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE**.

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

City of Mobile
PO Box 1827
Mobile AL 36633

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section **IV** – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

2026

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement with Claudia Simmons to provide tennis lessons and clinics for Parks and Recreation Department, compensation for work provided by the contractor will be as provided in the statement of work but in no event should not exceed \$80,000 per fiscal year 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.

BE IT FURTHER RESOLVED that the City Council finds that this resolution is necessary to perform essential minimum functions of the Council.

Adopted:

City Clerk

STATE OF ALABAMA)

COUNTY OF MOBILE)



PROFESSIONAL SERVICES CONTRACT

City of Mobile

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 **CLAUDIA SIMMONS**, an Alabama Professional Tennis Instructor, (hereinafter "Contractor"), as follows:

WHEREAS, the Contractor is uniquely qualified and has expertise in teaching tennis lessons/clinics; and

WHEREAS, said services benefit the public at large and the community and it serves a public purpose for the City in providing said services; 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, 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 attached hereto as EXHIBIT A.

- B. 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
- C. The Contractor shall report to Scott Novak, the Manager of the Mobile Tennis Center or his/her designee, who shall provide specific tasking to the Contractor with respect to these services.

II. TERM OF AGREEMENT

- A. This Contract shall commence immediately upon execution by both the City and the Contractor. It shall continue for a period of three (3) years or thirty-six (36) months, subject to the renewal and/or availability of funding.

III. COMPENSATION

The City agrees to compensate the Contractor for services performed in accordance with the fee schedule and payment terms set forth in Exhibit A. The total amount payable for hourly compensation only under this Agreement shall not exceed Eighty Thousand Dollars (\$80,000.00) per fiscal year. This hourly compensation applies solely to amounts paid by the City on an hourly basis and does not include compensation derived from public clinic flat-rate payments or the Contractor's eighty-five percent (85%) private lesson revenue splits, which shall be calculated and paid separately in accordance with Exhibit A and Exhibit B.

IV. METHOD OF PAYMENT

- A. Payments shall be made via direct deposit to a banking institution designated by the Contractor.

V. ADDITIONAL SERVICES

- A. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.
- B. 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 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. Contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).
- B. This section of the Agreement will survive the expiration or termination of the Agreement.

VII. CONTRACTOR'S INSURANCE.

For the term of this Agreement, the Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, *which such insurance shall name the City of Mobile as an additional insured*, and shall attach to this contract, as proof thereof, a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama. 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

- 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

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.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

- A. The Contractor agrees to respond to communication from the City within three 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.

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. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- B. Any failure of the Contractor to satisfy the requirements of this 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. In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above.

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 Scott Novak, manager of the Mobile Tennis Center, as a 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 Clerk
City of Mobile
Post Office Box 1827
Mobile, AL 36633-1827

CONTRACTOR:
Claudia Simmons
153 Private Road 368
Mobile, AL 36608

Copy to:
City Attorney
City of Mobile Legal Department
P.O. Box 1827
Mobile, AL 36633-1827

- C. Any change in the Mobile Tennis Center Management 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.

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. The language of this Agreement shall be construed, in all cases, according to its fair meaning

and not for or against any party hereto.

- B. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.
- C. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.
- D. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.
- E. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- K. 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.
- L. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

- M. 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.
- N. 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.
- O. 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.
- P. 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.
- Q. 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.
- R. 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.
- S. The Contractor shall submit to and maintain proper background clearance with the City of Mobile Police Department and comply with all pre-employment measures, including participation in the City's Drug-Free Workplace Program.
- T. The City shall provide the Contractor with appropriate office space and equipment as necessary to perform assigned duties.
- 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.

By signing below, the parties acknowledge they have read, understood, and agree to abide by the terms of this Contract, including all incorporated exhibits.

CONTRACTOR

By: _____

Claudia Simmons

Date: 2/25/2026

State of ALABAMA }
County of MOBILE }

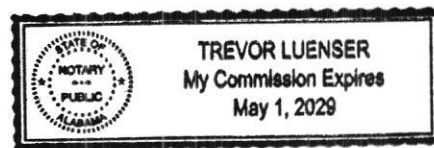
I, the undersigned Notary Public, in and for said county and state, hereby certify that Claudia Simmons is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

In witness whereof, I hereunto set my hand and official seal on this 25th day of FEBRUARY, 2026.

Notary Public

Print TREVOR LUENSER

My commission expires: 5/1/2029



(Seal)

CITY OF MOBILE

By: _____

Spiro N. Cheriogotis, Mayor

Date: _____

ATTEST:

Its City Clerk

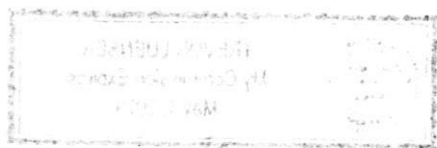


EXHIBIT A – Statement of Work

1. Contractor will possess and maintain a current SafePlay certification, USPTA or PTR certification, liability insurance with additional coverage to include City of Mobile, and CPR/AED certification. Performance of work below this standard or failure to maintain the required proficiency will be cause for termination of the contract.
2. Contractor will always maintain a professional appearance and demeanor while engaged in performance of the contract. Contractor will reflect the Tennis Center's customer friendly, helpful, professional, and knowledgeable image.
3. Contractor will uphold and enforce Mobile Tennis Center Policies and Procedures and strictly enforce and adhere to the Inclement Weather Policy.
4. Tennis Center will set and collect all Customer fees for lessons and court usage. Students will make all lesson payments with the Tennis Center. Tennis Center will coordinate with Contractor to assign Customers to Contractor based on Contractor availability. Contractor is not required to accept any specific Customers or conduct any specific classes. Once Contractor accepts a customer or class assignment, Contractor is required to keep the student and class commitment for the duration of the scheduled class duration unless otherwise agreed to by the Tennis Center Director. The Tennis Center will notify students of class assignments and meeting dates and times. Contractor is not guaranteed a minimum amount of work.
5. Contractor is required to teach a minimum of 4 hours of public clinics per week when scheduled through the Mobile Tennis Center if the hours are available.
6. Contractor may also independently schedule Contractor's own lessons, at Contractor's own schedule, directly with Customers. Contractor must notify Tennis Center, of any planned instruction times, locations, and student names, at least 24 hours in advance of any class. Contractors must direct Customers to make payment for classes directly with the Tennis Center. The City will take 15% of every fee paid by the public for private lessons and group lessons.
7. Contractor will notify the City promptly of any Customer complaints regarding contract services provided.
8. The City will provide balls, baskets, and other teaching aids to the contractor within reason.
9. City will pay Contractor per hour Contractor teaches according to the below pay rate schedule.
10. Contractor will invoice City, and City will pay Contractor, bi-weekly for the number of lessons taught the previous two weeks. Contractor must detail in Contractor's invoice the class dates, location, duration, and number of students for each class for which instructor is invoicing.

EXHIBIT B – Tennis Contractor Pay Rates

Private Instructor Lesson Rates at Mobile Tennis Center

HALF HOUR

Customer Pays \$30.00 (1-4 STUDENTS) 85% to Instructor = \$25.50

1 HOUR

Customer Pays \$55.00 (1-4 STUDENTS) 85% to Instructor = \$46.75

Customer Pays \$65.00 (5-8 STUDENTS) 85% to Instructor = \$55.25

Customer Pays \$75.00 (9-12 STUDENTS) 85% to Instructor = \$63.75

Public Clinic Instructor Pay Rates at Mobile Tennis Center

Flat Rate

1/2 Hour Clinic-\$30.00

1 Hour Clinic-\$60.00

Private Group Clinic Instructor Pay Rate at Mobile Tennis Center

- City retains 15% of amount collected for Private Group Clinic Instruction
- Rates negotiated and agreed upon among Mobile Tennis Center Administration, Instructor and Group Representative
- Rate cannot be lower than a Private Lesson Instructor Rate
- Private Clinic hours do not count as part of the Public Clinic Instruction requirement in the contract



CAPITAL CONTRACT SUMMARY SHEET

Attached



AGENDA ITEM SUMMARY SHEET

Agenda of: March 10, 2026

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Independent building commissioning activities, functional performance testing, review and verification of building systems performance and preparation of commissioning documentation and reports.

Amount of Contract:

\$294,460.00

Funding Source

C0976

ATTACHMENTS:

1. Resolution Henderson Building
2. Capital Summary Sheet Henderson Building Solutions
3. Henderson Building Solutions Professional Services Contract 2026-02-20, partially executed
4. Henderson Building Solutions, Contract Recommendation Letter 02-23-26

REVIEWERS:

Lana Pafenbach

Lana Pafenbach

RESOLUTION

2026

Sponsored by: Mayor Spiro Cheriogotis

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

Name of Company: HENDERSON BUILDING SOLUTIONS, LLC

Project Name: Mobile Arena Commissioning Services

Project Number: CC-034A-22
2125-2125-42200

Amount: \$294,460.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: MOBILE ARENA COMMISSIONING SERVICES

CAPITAL PROJECT #: C0976 (2125-2125-42200)

CONTRACT AMOUNT: \$294,460.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: CC-034A-22

PROJECT DESCRIPTION: Contractor to provide independent building commissioning services for the City's Mobile Arena project

VENDOR NAME: HENDERSON BUILDING SOLUTIONS, LLC

VENDOR NUMBER: 300174

DEPT #: 3030 DEPT NAME: REAL ESTATE ASSET MANAGEMENT

CONTRACT ADMINISTRATOR: Carleen Stout-Clark (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y ___ N X ; 5% of the 1st 50% ___ or

If different, indicate special rate _____

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

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

Prepared by: Dru Bishop Date: 2/25/2026

STATE OF ALABAMA)
COUNTY OF MOBILE)



**PROFESSIONAL SERVICES CONSULTANT CONTRACT
FOR A STIPULATE SUM
City of Mobile**

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

And the Consultant: HENDERSON BUILDING SOLUTIONS, LLC
10901 West 84th Terrace
Suite 300
Lenexa, KS 66214

City of Mobile Business License No.: 66127

Secretary of State Registration No.: 000-548-972

For the following Project: Mobile Arena Commissioning Services
401 Civic Center Drive Street
Mobile, Alabama 36602

Project Number: CC-034A-22
2125-2125-42200

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 **HENDERSON BUILDING SOLUTIONS, LLC**, a Foreign Limited Liability Company (hereinafter "Consultant"), as follows:

This Agreement (contract document), including its Exhibits [Consultant Proposal dated February 20, 2026, Certificates of Insurance with Endorsements, State of Alabama Business Entity Record, City of Mobile Business License and E-Verify Enrollment Documentation], attached hereto, all incorporated herein, represents the entire agreement between Consultant and City with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this Agreement. Consultant and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions. In the event of any conflict, the Conflict of Documents provision of this Agreement shall control.

WHEREAS, the Consultant is uniquely qualified and engaged to provide independent building commissioning services for the City's Mobile Arena project, including onsite commissioning activities and functional performance testing of building systems; and

WHEREAS, City desires to engage this Consultant, due to the Consultant's high degree of professional skill and personality especially suited to provide said services upon the following terms and conditions.

NOW THEREFORE, City and Consultant, 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.** Independent building commissioning services for the City's Mobile Arena facility, including onsite commissioning activities, functional performance testing, review and verification of building systems performance, and preparation of commissioning documentation and reports, all in accordance with the approved Scope of Work.
- B.** The Consultant shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent professional practicing under the same or similar circumstances and as expeditiously as is prudent consistent with such professional skill and care (the "Standard of Care"). Nothing herein shall be

construed to create a warranty or guarantee of any particular result; however, nothing in this Section shall limit or relieve the Consultant from liability for failure to perform the specific services, duties, and responsibilities expressly required under this Contract in accordance with the Standard of Care. Nothing contained in Exhibit A or any incorporated proposal shall be construed to limit Consultant's liability for failure to perform the Services in accordance with the Standard of Care set forth herein.

- C. The Consultant agrees to diligently provide all services, for the performance of the Mobile Arena Commissioning Services (the "Project"), in accordance with the scope of services made part of this Contract as Exhibit A, attached hereto, and incorporated herein. All work and labor shall be done in accordance with the plans and specifications on file with the City and are incorporated herein by reference. For avoidance of doubt, Consultant's obligations under this Agreement with respect to the plans, specifications, and contract documents are limited to review, observation, verification, and reporting within the Scope of Work and do not include responsibility for design adequacy, design errors or omissions, code compliance, construction defects, or construction means, methods, techniques, sequences, or procedures.
- D. The Director of Real Estate and Asset Management, or his/her designated representative, shall be the City's Project Manager and shall provide specific tasking to the Consultant with respect to these services.

II. TERM OF AGREEMENT

This Contract shall commence immediately upon execution by both the City and the Consultant and shall continue through the completion of the Project, in accordance with the General Contractor's Construction Project Schedule.

III. COMPENSATION

- A. The City shall pay the Consultant for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract an amount not to exceed Two Hundred Ninety-Four Thousand Four Hundred Sixty Dollars (\$294,460.00) for the entire Project in accordance with Exhibit C Fee Schedule attached hereto and incorporated herein with payment due within thirty (30) days of invoice submission and acceptance thereof by the City or its duly authorized agent. Any additional work shall be subject to prior written approval by the City and only as expressly approved by written amendment to this Agreement.

- B.** Notwithstanding the preceding, Consultant shall perform no work under this Contract until receipt of a notice to proceed. Consultant agrees that no minimum amount of work is guaranteed under this Contract and City may elect to issue no notice to proceed. If a notice is issued, the City reserves the right to amend, reduce or cancel the notice in its sole discretion.

IV. METHOD OF PAYMENT

- A.** The City shall pay the Consultant through payment issued by City upon receipt of the Consultant's invoice and written approval of same by the City's Director of Real Estate and Asset Management indicating that services have been rendered in conformity with this Contract.
- B.** The Consultant shall submit invoices for payment to the City for those specific services provided pursuant to Exhibit C, Fee Schedule, attached hereto and incorporated herein.
- C.** The Consultant's invoices shall be in a form satisfactory to the Director of Finance who shall initiate disbursements. The Consultant is responsible for providing all necessary documentation that may be required by the City.

V. ADDITIONAL SERVICES

- A.** No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Consultant and the City's authorized agent.
- B.** If the City's Director of Real Estate and Asset Management requires the Consultant to perform additional services related to this Contract then the Consultant shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the Consultant. Notwithstanding the preceding, in the event additional services are required as a direct result of the Consultant's failure to perform the services in accordance with the Standard of Care set forth in Section I.B., the Consultant shall not be entitled to additional compensation for correcting such deficient work.

VI. LIABILITY OF CONSULTANT

To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless the City of Mobile, its officers, elected officials, employees, agents, and representatives (collectively, the “Indemnified Parties”) from and against any and all third-party claims, demands, causes of action, damages, losses, liabilities, fines, penalties, and expenses, including reasonable attorneys’ fees and costs of defense, but only to the extent caused by the negligent acts, errors, or omissions, recklessness, or intentional misconduct of Consultant or its employees, agents, or Subconsultants in the performance of the Services under this Agreement.

Consultant’s duty to defend shall arise upon written tender by the City and shall apply pending final resolution of the claim. The duty to defend shall be limited to claims arising out of or related to the Services performed under this Agreement.

Consultant shall not be required to indemnify or defend the City for claims arising solely from the negligence or willful misconduct of the City or its employees. Nothing in this Section shall be construed to require Consultant to indemnify the City for the City’s own negligence beyond that permitted under applicable Alabama law.

The parties expressly acknowledge and agree that Consultant is not providing architectural or engineering design services under this Agreement and is not acting as a “design professional” within the meaning of Ala. Code § 41-9A-3 for purposes of this Project. Nothing herein shall be construed to expand Consultant’s liability beyond that permitted under applicable Alabama law.

The obligations set forth in this Section shall survive completion, termination, or expiration of this Agreement to the extent permitted by law.

Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity of the City, its officials, or employees, all of which are expressly reserved.

VII. CONSULTANT’S INSURANCE.

Consultant shall procure and maintain, at its sole cost and expense, the insurance coverage required by this Agreement and Exhibit B. The insurance requirements set forth herein are material terms of this Agreement.

Condition Precedent to Performance

As a condition precedent to the effectiveness of this Agreement and prior to the commencement of any Services, Consultant shall provide to the City certificates of insurance (ACORD form) and all required policy endorsements demonstrating full compliance with the insurance requirements set forth in this Agreement.

No Notice to Proceed shall be issued, and Consultant shall not perform any Services, until such documentation has been received and approved in writing by the City.

Receipt, review, or approval of certificates or endorsements by the City shall not relieve Consultant of any obligation under this Agreement.

Required Endorsements

Certificates of insurance shall be accompanied by copies of all required endorsements, including but not limited to:

- Additional Insured endorsements
- Primary and Non-Contributory endorsement
- Waiver of Subrogation endorsement
- Any other endorsements required by this Agreement

Failure to provide required endorsements shall render the certificate non-compliant.

Maintenance of Coverage

Consultant shall maintain all required insurance:

- Throughout the duration of the Project; and
- For any required post-completion period (including professional liability extended reporting periods, if applicable).

Policies shall not be canceled, non-renewed, materially altered, or allowed to lapse without at least thirty (30) days' prior written notice to the City, except for nonpayment of premium, in which case ten (10) days' notice shall apply.

Replacement certificates and endorsements shall be provided not less than fifteen (15) days prior to expiration of any policy.

Subconsultants

Consultant shall ensure that all Subconsultants maintain insurance meeting the requirements of this Agreement. Certificates and required endorsements for Subconsultants shall be provided to the City prior to such Subconsultants performing any Services.

Consultant shall remain fully responsible for compliance by its Subconsultants.

Failure to Maintain Insurance

Failure to procure, maintain, or provide required insurance or endorsements shall constitute a material default under this Agreement and shall entitle the City to:

- Withhold payment,
- Suspend Services,
- Declare default, and/or
- Terminate this Agreement.

No Limitation of Liability

The insurance requirements of this Agreement shall not be construed to limit Consultant's liability under this Agreement. Consultant's indemnification obligations shall not be limited by the amount or type of insurance maintained.

No Waiver of Immunity

Nothing in this Section shall be construed as a waiver of any governmental, sovereign, or other immunity of the City, its officials, or employees.

A. Workers' Compensation/Employer's Liability

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules, or regulations of the state of Alabama.
2. Employer's Liability with limits of not less than:

Bodily Injury by Accident	\$1,000,000 Each Accident
Bodily Injury by Disease	\$1,000,000 Policy Limit
Bodily Injury by Disease	\$1,000,000 Each Employee

3. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

B. Commercial General Liability Insurance

Consultant shall also obtain Commercial General Liability coverage (occurrence form) including coverage for products/completed operations, independent Consultants, and blanket contractual liability, specifically covering the obligations assumed by Consultant with the following minimums:

1. \$1,000,000 Each Occurrence (combined single limit for bodily injury and property damage)
2. \$2,000,000 Products/Completed Operations aggregate
3. \$1,000,000 Personal and Advertising Injury per person/organization
4. \$2,000,000 General Aggregate Limit per Project

C. Automobile Liability Insurance

Consultant shall also obtain a minimum of \$1,000,000 combined single limit coverage per accident, including owned, hired, and non-owned automobiles. (If Consultant does not own an automobile, but one is used in the execution of the contract, then only “hired and non-owned coverage” is required. If a vehicle is not used in the execution of the contract, then automobile coverage is not required.)

D. Commercial Umbrella Liability Insurance

Consultant shall also obtain Umbrella Liability over and above the limits of liability required in the Employers Liability, General Liability, Automobile Liability. The Umbrella coverage form will be at least as broad as the underlying policies. The Additional Insureds requirements of underlying policies shall also be met by the Umbrella. Umbrella limits shall be at least \$2,000,000 per line of coverage.

E. Professional Liability Insurance

1. Projects \$0 - \$1,000,000 \$1,000,000/\$2,000,000 annual aggregate
2. Projects over \$1,000,000 to be determined by Owner

F. Certificates of Insurance

The standard ACORD format shall be provided. The policy endorsements listed in this section are required and must be listed in the “Description of Operations” box on the Certificate of Liability Insurance or listed separately on an attachment to the Certificate of Insurance (ACORD 101, Additional Remarks Schedule).

Consultant and/or any Subconsultants shall provide City of Mobile with valid certificates of insurance (standard ACORD format) within ten (10) days from the date of issuance of contract forms for execution verifying said insurance requirements have been met. Attached to each certificate of insurance, shall be a copy of the Additional Insured

Endorsement that is part of the Consultant/Subconsultant's Commercial General Liability Policy. Policies must be issued by companies with an A.M. Best rating of A-VII or better. All deductibles or Self-Insured Retentions for each policy shall not exceed \$5,000 unless otherwise indicated by City of Mobile. The Description section of the Certificate shall contain reference to the Project name. The Consultant shall ensure that each Subconsultant complies with the terms of this Section.

G. Additional Insureds

These liability policies shall endorse City of Mobile as an Additional Insured. Coverage for City of Mobile and their officers, directors, and employees as additional insureds shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Insurance Service Office (ISO) Additional Insured endorsement from CG2010 1185 Form B, or CG2010 1001 in conjunction with CG2037 1001, or an equivalent form that provides Additional Insured status for Products and Completed Operations. Forms that are limited to "liability arising out of your ongoing operations" or that do not extend to Products and Completed Operations are not acceptable. Should a separate excess and/or umbrella liability policy be used to satisfy the above required limits, said policy will also be endorsed to include the Consultant, Owner et al. as an additional insured. Additionally, Consultant agrees to continue to procure and maintain liability insurance coverage meeting these requirements for the statutory limitation of claims (or statute of repose, if applicable) after the Project completion.

The policies shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by City of Mobile shall be excess only and shall not be called upon to contribute with this insurance. A copy of each endorsement shall be attached to the Certificate of Insurance. The Certificate shall indicate the Certificate Holder as:

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

H. Insurance Requirement for Subconsultants

Consultant shall ensure that its Subconsultants of any tier shall procure and maintain insurance that complies with the requirements set forth in this Agreement, including the additional insured, primary and non-contributory and waiver of subrogation requirements. Copies of the certificate(s) must be provided prior to the Subconsultants entering the site.

I. Cancellation

Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be modified, canceled, changed, allowed to lapse, or expire for any reason without at least thirty (30) days' written notice to City of Mobile. Not less than two (2) weeks prior to the expiration, cancellation, or termination of any such policy, the Consultant/Subconsultant shall supply City of Mobile with a new and replacement certificate of insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of City of Mobile and City of Mobile's parties as set forth above.

J. Waiver of Subrogation

Consultant shall waive its right to subrogation on each of the policies herein. If any of the policies do not permit the insured to enter into a pre-loss waiver, or voids coverage because of same, then this Waiver of Subrogation requirement shall not apply and Consultant shall obtain a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Insurance required by this Agreement shall be as broad as necessary to support the indemnification requirement in said contract or as broad as the indemnitor's insurance coverage, whichever is broader.

K. Professional Errors and Omissions

If "Professional" services are rendered in this service contract, then minimum coverage limits of \$1,000,000 each claim and Policy Aggregate, an Extended Discovery period to apply for at least two (2) years after Consultant's work is accepted by City of Mobile and a deductible not to exceed \$10,000, for which Consultant will remain solely responsible for, shall apply. OPTION- If the Self-Insured Retention (SIR) exceeds \$10,000, then City

of Mobile shall have the right to review the Consultant's most recent Audited financial statement.

"Claims-made" policies shall carry a retroactive date prior to the effective date of this project. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, or any other circumstance that triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this project, then Consultant shall purchase a SERP with a minimum reporting period of not less than two (2) years. The requirement to purchase a SERP shall not relieve the Consultant of the obligation to provide replacement coverage.

VIII. RESPONSIBILITIES OF THE CONSULTANT

- A.** The personnel assigned by the Consultant to perform the services of this Contract shall comply with the terms set forth in this Contract. The Consultant shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable of performing their assigned tasks. Any change or substitution to the Consultant's key personnel must receive the City's Department Head's written approval before said changes or substitution can become effective.
- B.** The Consultant agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.
- C.** The Consultant warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Consultant), to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Consultant; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.
- D.** Consultant agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Consultant's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein. The City reserves the right to suspend or debar the Consultant from consideration for award of future contracts in accordance with Alabama competitive bid law if the Consultant does not abide by the terms of this contract.
- E.** The Consultant shall comply with all applicable federal, state, and local laws, regulations, ordinances, codes, and administrative requirements relating to or arising from the performance of

the Services under this Agreement, including but not limited to those governing payment for work, health and safety, environmental protection, immigration compliance, licensing, permits, and non-discrimination. Consultant shall not discriminate in the performance of the Services on any basis prohibited by applicable law.

- F.** The Consultant 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 Consultant's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.
- G.** The Consultant is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Consultant is not an employee, agent or servant of City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Consultant's sole direction, supervision, and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Consultant shall be solely responsible for providing benefits and insurance to its employees.

IX. TIME FOR PERFORMANCE

The Consultant shall perform the Services in a timely and professional manner consistent with the Standard of Care and in accordance with the General Contractor's Construction Schedule. The Consultant shall commence Services upon receipt of a written Notice to Proceed issued by the City and shall perform the Services in accordance with the Project Schedule, as such schedule may be adjusted in writing by the City based upon the availability of building systems, completion of prerequisite construction activities by others, and reasonable access to the Project site.

The Consultant's performance periods shall be measured from the date on which the Consultant is provided reasonable access to the Project site and the applicable systems are sufficiently complete and available for commissioning activities, as reasonably determined by the City's Project Manager.

The Consultant shall not be responsible for delays caused solely by the acts or omissions of the City, the construction contractor(s), design professionals, or other third parties not under the Consultant's control, provided that Consultant promptly notifies the City in writing of any such delay and its anticipated impact on the Project Schedule. Consultant shall use reasonable efforts to mitigate the effects of any delay and shall cooperate with the City in adjusting the Project Schedule, as necessary. Any extension of time resulting from such delay shall be the Consultant's sole remedy unless otherwise agreed in a written amendment to this Agreement.

X. FORCE MAJEURE

The Consultant 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.

XI. OBLIGATIONS OF CITY

- A.** City shall designate a Department Head or other person to act as City's representative with respect to this Agreement. Such person will have authority to transmit instructions, receive information, and interpret and define City's policies and decisions regarding the scope of services.
- B.** City shall furnish to Consultant all applicable information and technical data in City's possession or control reasonably requested by Consultant for the proper performance of the Services.
- C.** The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to 1. Review of all Consultant payment requests for approval or rejection. 2. Periodic reviews of the work of the Consultant as necessary for the completion of the Consultant's services during the period of this Agreement.

XII. TERMINATION

- A.** The City shall have the right at any time upon thirty (30) calendar day's written notice to the Consultant to terminate the services of the Consultant. The City shall pay Consultant only for Services properly performed in accordance with this Agreement and accepted by the City through the effective date of termination as stated in the City's written notice. Consultant shall not be entitled to compensation for unperformed Services, anticipated profits, overhead allocable to unperformed Services, demobilization costs, consequential damages, or any other damages arising from or related to such termination.

- B.** Any failure of the Consultant to satisfy the requirements of this Contract, as determined by the City and documented in writing by the Department Head or authorized representative, shall constitute a default and may be grounds for termination in accordance with the cure provisions set forth herein.
1. **Curable Defaults.** For defaults that are curable, as determined by the City in its reasonable discretion exercised in good faith, the Consultant shall be notified in writing and shall have fifteen (15) calendar days after receipt of such notice to cure the default. If the default is not reasonably capable of cure within fifteen (15) calendar days, the Consultant shall promptly commence cure within such period and thereafter diligently pursue completion to the City's satisfaction.
 2. **Non-Curable Defaults.** For defaults that are not curable, as determined by the City in its reasonable discretion exercised in good faith, the City may terminate this Contract effective upon written notice or on such date as specified in the notice.
- C.** In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section XIII.A. above.
- D.** The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay the Consultant, and the Consultant shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- E.** In the event that the Consultant has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Consultant indicating its intention to do so. Payment for work performed prior to the Consultant's abandonment shall be as stated above. Consultant shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.
- F.** The Consultant shall have the right to terminate services only in the event of the City failing to pay the Consultant's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Department Head, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.
- G.** After consultation with and written Notice to the Consultant providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to:
1. The quality of a portion, or all, of the Consultant's work not performed in

accordance with the requirements of this Contract; 2. The quantity of the Consultant's work not delivered or performed as represented in the Consultant's Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property; 4. Damages to the City or a third party caused by Consultant; 5. The Consultant's failure or refusal to perform any other obligation under this Contract.

XIII. DISPUTE RESOLUTION

- A.** In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Mobile City, Alabama, with the parties sharing equally in the cost of such mediation.
- B.** In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C.** Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile County, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D.** Consultant agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement.
- E.** This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.
- F.** Unless otherwise agreed in writing, the Consultant shall be required to continue its services and all other obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

XIV. PROFESSIONAL SERVICES WARRANTY

A. Professional Performance.

Consultant warrants that the Services shall be performed by qualified personnel in a professional and workmanlike manner consistent with the Standard of Care set forth in this Agreement and in accordance with the Scope of Services.

B. Re-Performance of Non-Conforming Services.

If the City provides written notice identifying Services that fail to conform to the requirements of this Agreement or the Standard of Care, Consultant shall, at no additional cost to the City, promptly re-perform such Services to bring them into conformance. Nothing herein shall be construed to create a warranty or guarantee of a specific result beyond performance consistent with the Standard of Care.

C. Survival.

The obligations set forth in this Section shall survive completion of the Services to the extent permitted by applicable law.

XV. SUSPENSION/STOP WORK ORDER

- A.** The City's Department Head may at any time, by written order to the Consultant, require the Consultant to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Consultant. Upon receipt of such an order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Consultant shall not resume work unless specifically so directed in writing by the City. The Department Head shall take one of the following actions: 1. Cancel the stop work order; or 2. Terminate the work covered by the order; or 3. Terminate the Contract in accordance with the Termination section of this Contract.
- B.** In the event the City determines to not direct the Consultant to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to the Termination section of this Contract. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Consultant to resume work within ninety (90) days, the Consultant may terminate this Contract.

XVI. NOTICES

- A.** The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is the Director of Real Estate and Asset Management or the Director's designated representative, Sam Matheny, the City Project Manager.

- 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
205 Government Street
P.O. Box 1827
Mobile, Alabama 36633

CONSULTANT:

Henderson Building Solutions, LLC
10901 West 84th Terrace, Suite 300
Lenexa, KS 66214

- C.** Any change in the City's Department Head or the Consultant's Representative will be promptly communicated by the party making the change.

XVII. DEFAULT.

A default shall include, but is not limited to, any of the following:

1. Failure to perform the Services in accordance with the terms of this Agreement or the Standard of Care;
2. Failure to meet established deadlines or schedules, subject to adjustments permitted under this Agreement;
3. Failure to comply with applicable laws, regulations, or required permits;
4. Failure to maintain required insurance coverage;
5. Misrepresentation, falsification, or submission of false claims for payment;
6. Unauthorized assignment or transfer of this Agreement;
7. Failure to correct identified deficiencies within the time required after written notice;
8. Failure to cooperate with the City in connection with oversight, audit, or inspection of the Services;
9. Loss of required licenses, certifications, or debarment from public contracting.

XVIII. EFFECT OF DEFAULT

Upon the occurrence of a material default by Consultant and failure to cure such default within fifteen (15) calendar days after receipt of written notice from the City specifying the nature of the

default (or such longer period as may be approved in writing by the City), the City shall have the right, in addition to any other rights and remedies available under this Agreement or at law or in equity, to:

- (i) keep this Agreement in effect and pursue recovery of all damages, losses, costs, and expenses arising from or related to the default;
- (ii) cure such default using reasonable methods and recover the reasonable costs and expenses incurred in connection therewith; and
- (iii) terminate this Agreement in whole or in part by written notice to Consultant.

The remedies provided herein are cumulative and not exclusive, and the exercise of any one remedy shall not preclude the exercise of any other remedy available to the City.

Nothing in this Agreement shall be construed to limit or restrict the City's right to recover any damages or other relief permitted under applicable Alabama law. Nothing herein shall be construed as a waiver of any governmental or sovereign immunity.

XIX. WITHHOLDING PAYMENT DUE

In the event of a material default by Consultant, the City may, after written notice specifying the basis for withholding, withhold payment in an amount reasonably related to the default, including amounts necessary to protect the City from loss, damages, or the cost of curing such default.

The City's right to withhold payment shall be in addition to and not in lieu of any other rights or remedies available under this Agreement or at law or in equity.

Payment of any invoice shall not constitute acceptance of defective or non-conforming Services nor a waiver of the City's right to enforce this Agreement.

XX. CURE PLAN

If Consultant fails to comply with any material provision of this Agreement, the City may, in its reasonable discretion, issue a written notice requiring Consultant to submit a corrective action plan ("CAP") within a reasonable time specified in the notice. The CAP shall identify the cause of the deficiency, and the specific measures Consultant will take to cure and prevent recurrence.

Failure to submit an acceptable CAP or failure to implement the approved CAP within the time specified may constitute a material default under this Agreement and may result in the City exercising any rights or remedies available under this Agreement, including withholding payment or termination.

Nothing herein shall limit the City's right to declare a default or exercise remedies without first requiring a CAP.

XXI. EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

Failure by the Consultant to perform in accordance with the terms, conditions, and specifications of this agreement, including but not limited to failure to complete work within the specified time frame, failure to meet quality or safety standards, or abandonment of the project, and any other breach as defined herein, may be considered by City in evaluating the Consultant's status as a 'responsible bidder' as defined under Alabama law in future competitive bid determinations within the parameters of acceptable evaluation.

XXII. PEER REVIEW/VALUE ENGINEERING

The City reserves the right to engage independent experts to conduct peer reviews or value engineering analyses of the Project at any stage. Consultant shall cooperate fully by providing necessary documentation and access. If the peer review identifies opportunities for cost savings or performance improvements without compromising safety or quality, Consultant shall implement such recommendations as directed by the City, subject to prior written amendment executed by the City.

XXIII. ANTI-BOYCOTT

Consultant agrees that it is not currently engaged in and will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade within the meaning of Alabama Code 41-16-5.

XXIV. NON-DISCRIMINATION

Consultant shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all Consultants performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same,

and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

XXV. COMPLIANCE WITH IMMIGRATION LAW

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 Consultant employs one or more employees within the State of Alabama, Consultant shall provide documentation establishing that Consultant is enrolled in the *E-Verify* program. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

XXVI. MISCELLANEOUS

- A.** The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.
- B.** The parties hereto do not intend, nor shall this Agreement be construed to grant any rights, privileges, or interest to any third party.
- C.** Time is of the essence with regard to each and every aspect of the Consultant's performance under this Contract.
- D.** The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.
- E.** If the Consultant is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- F.** 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.
- G.** 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.

- H.** 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.
- I.** 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.
- J.** Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- K.** Conflict of Documents. In the event of any conflict, inconsistency, or ambiguity between the provisions of this Agreement and any attachment, Exhibit, proposal, or other incorporated document, the provisions of this Agreement shall control and govern.

Exhibits are incorporated solely for purposes of defining scope of services, schedule, and pricing. Any terms and conditions contained in any Exhibit, attachment, proposal, or other incorporated document that purport to (i) impose indemnification or other liability upon the City, (ii) limit Consultant's liability, (iii) waive damages or remedies otherwise available to the City, (iv) alter dispute resolution or venue, (v) create automatic acceptance or contract formation provisions, or (vi) otherwise shift risk to the City shall be of no force or effect and are hereby expressly rejected unless expressly set forth in the body of this Agreement and executed by the City. No language in any Exhibit shall create an independent contract, modify execution requirements, or bind the City absent execution by the Mayor or other duly authorized official in accordance with applicable law.

- L.** Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Consultant and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.
- 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. Non-Waiver of Rights.** Failure by either party 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.
- R. 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.
- S. Non-Assignment.** The City and Consultant each bind itself, its successors, and assigns, to the other party of this contract, in respect to all covenants of this Agreement. The Consultant 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.

XXVII. SIGNATURES

By signing below, the parties acknowledge they have read, understood, and agree to abide by the terms of this Contract, including all incorporated exhibits.

CONSULTANT

By:

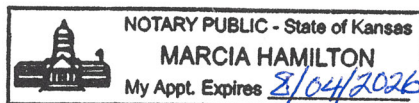
Jon Runyan President
Printed Name and Title

Date:
2/23/2026

State of Kansas }
County of Johnson }

I, the undersigned Notary Public, in and for said county and state, hereby certify that Jon Runyan [Individual's Name] whose name as President [Title] of the **HENDERSON BUILDING SOLUTIONS, 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 corporation.

In witness whereof, I hereunto set my hand and official seal on this 23rd day of February, 2026



(Seal)

Marcia Hamilton
Notary Public
Print Marcia Hamilton
My commission expires: 8/04/2026

[Execution Date]

ATTEST:

City Clerk

CITY OF MOBILE

By: _____
Spiro N. Cheriogotis, Mayor
Date: _____

EXHIBIT A: SCOPE OF SERVICES [Consultant Proposal, dated February 20, 2026]
[Incorporated for scope and pricing only]

EXHIBIT B: CERTIFICATES OF INSURANCE

EXHIBIT C: E-VERIFY DOCUMENTS

EXHIBIT A: SCOPE OF SERVICES
[Consultant Proposal, dated February 20, 2026]
[Incorporated for scope and pricing only]

PROPOSAL FOR PROFESSIONAL SERVICES

2/20/2026

Owner's Representative

Sam Matheny
Volkert, Inc.
11 N. Water Street, Suite 18290
Mobile, AL 36602

Project

Mobile Arena
Commissioning
Location – Mobile, AL
Project No: 2630001145

Henderson Building Solutions, LLC Scope of Services

1. COMMISSIONING SCOPE OF SERVICES

- A. Henderson Building Solutions, LLC is pleased to submit this Scope of Services and Compensation document to provide commissioning services for the 10,000 seat Mobile Arena in Mobile, AL, ("This Portion of the Project").
- B. Our scope of services is intended to comply with the requirements of the International Energy Conservation Code (IECC) 2015 section C408.
- C. The Scope of Services and Compensation is based on the discussed approximate design and construction schedule as follows:
 1. Construction start date Q1 2025
 2. Construction completion date Q1 2027

2. BASE SERVICES

- A. Henderson Building Solutions, LLC shall direct commissioning activities in the role of Commissioning Authority per the scope of services outlined within this document. A representative of Henderson Building Solutions, LLC will be assigned the role of Commissioning Manager for the duration of the project.
- B. Building Energy-Related and/or Essential Systems to be commissioned
 1. HVAC systems and associated controls
 2. Plumbing systems:
 - a) Domestic water heaters
 - b) Recirculation pumps
 - c) Plumbing fixture controls
 - d) Elevator sump pumps
 3. Lighting control systems:
 - a) Interior lighting controls including daylighting controls
 - b) Exterior and parking lot lighting controls
 4. Emergency power systems (**Additional Alternate**)
 - a) Normal power distribution system (through first 480V transformer)
 - b) Automatic transfer switches
 - c) Emergency generators
 5. Fire Protection & Life safety systems (**Additional Alternate**)
 - a) Witness verification and or review for the fire protection and life safety systems including sprinklers, standpipes, fire pumps, fire alarm systems, voice evacuation systems, fire department communication, stairway pressurization and smoke exhaust system.
 6. Security / Access controls systems (**Additional Alternate**)
 - a) Provide commissioning services related to the electronic security system and infrastructure. The electronic security systems shall include Access Control and Video Surveillance.

C. Commissioning Services

1. Design Phase Commissioning Services:
 - a) Develop a project specific Commissioning Plan for use during construction.
 - b) Develop Commissioning Specification sections to be incorporated into the set of construction documents.
2. Construction Phase Commissioning Services:
 - a) Review construction documents and equipment submittals for the purpose of Performance Test plans.
 - b) Develop project specific Functional Performance Test plans for execution by the installing contractors and equipment vendors as directed by the commissioning agents to demonstrate functionality of the systems.
 - c) Plan and conduct a Commissioning Kick-off Meeting to establish the purpose and proposed process for commissioning during the construction phase, and to establish the individual roles and responsibilities of each member of the Commissioning Team. Kick-off meeting to align with mobilization of MEP sub-contractors.
3. Acceptance Phase Commissioning Services:
 - a) Functional Performance Testing:
 - i. Henderson Building Solutions, LLC will coordinate and execute the system Functional Performance Tests with assistance by the equipment vendors or installing contractors. No sampling will be allowed with the exception of lighting controls (25% sample rate, minimum of one of each type).
 - b) Organize and maintain an Issues Log during construction to track the resolution of deficiencies throughout the construction and acceptance phases. Update the log and provide periodic reports to the Commissioning Team.
 - c) Review contractor provided Operations & Maintenance (O&M) Manuals for compliance with IECC requirements, prior to contractor submission to AHJ.
4. Post-Occupancy Phase Commissioning Services:
 - a) Issue a Commissioning Final Report summarizing the work completed and which demonstrates compliance with the requirements of IECC and the contract documents. The report will include a summary of any deficiencies found and the resolution to these deficiencies.

D. Onsite Commissioning Activities

1. Acceptance Phase:
 - a) Six (6) site visits by individual(s) from Henderson Building Solutions, LLC to direct/witness Functional Performance Testing. Visits include approximately four (4) days on site.
2. Post-Occupancy Phase:
 - a) One (1) site visits by individual(s) from Henderson Building Solutions, LLC to back-check open issues and re-perform any necessary Functional Performance Testing to verify resolutions. Visits include approximately two (2) days on site.

E. The following is a list of the anticipated written Work Products developed as part of the Commissioning Process:

1. Commissioning Specifications
2. Commissioning Plan
3. Functional Performance Tests (for commissioned systems)
4. Project Issues Report Summary
5. Commissioning Final Report

3. **ADDITIONAL ALTERNATES**

A. Construction Documents Design Review

1. Conduct commissioning review of construction documents for consistency with design criteria (the Owner Project Requirements and Basis of Design documents). Back-check final set of documents to confirm commissioning comments have been incorporated. Facilitate meeting with design team to review the commissioning design review comments. Budgeted sixty (60) hours for this design review exercise.

B. Controls Submittal Review

1. Conduct commissioning review of controls submittal documents for consistency with design criteria (the OPR and BoD documents). This is intended to be a concurrent review with the design team. Back-check final set of documents to confirm commissioning comments have been incorporated. Facilitate meeting with design team to review the commissioning design review comments. Budgeted twenty-four (24) hours for this submittal review exercise.

C. Mid-Construction Site Observation Visits

1. HBS will conduct site observation visits during the construction phase of the project to interface with installing contractors and verify proper system installation prior to ceiling and wall closure. Issues reports will be issued after each visit. This allows HBS to identify any potential installation issues prior to start-up and functional testing which can lead to construction delays. Includes three (3) site visits. If additional alternates are accepted more visits can be added.

D. Emergency Power Systems Commissioning

1. Conduct commissioning review of construction documents for consistency with design criteria, functionality and maintainability. Provide comments to project team in interactive format. Back-check final set of documents to confirm commissioning comments have been incorporated.
2. Review equipment submittals
3. Develop project specific Functional Performance Test Plans for execution by the installing vendors and contractors as directed by the commissioning agents to demonstrate functionality of the systems.
4. Functional Performance Testing:
 - a) Review contractor's equipment checkout and start-up procedures and participate in a percentage of start-up activities and third-party testing.
 - b) Plan and conduct a functional performance test coordination meeting to establish the schedule and proposed process for testing during the acceptance phase.
 - c) Coordinate and witness the system functional performance tests executed by the equipment vendors or installing contractors. This does not include coordination and scheduling of third-party testing as specified in the construction documents.
5. Includes two (2) site visits. If additional alternates are accepted more visits can be added.

E. Fire Protection & Life Safety Commissioning

1. Provide witness verification for fire protection and life safety systems, including fire sprinklers, standpipes, fire pumps, fire alarm systems, voice evacuation systems, fire department communication, stairway pressurization systems, smoke exhaust system and elevator hoist way vents.
2. Conduct commissioning review of construction documents for consistency with design criteria, functionality and maintainability. Provide comments to project team in interactive format. Back-check final set of documents to confirm commissioning comments have been incorporated.
3. Review life safety system submittals.
4. Functional Testing:
 - a) Witness and Document fire pump acceptance testing
 - b) Witness differential pressure and door opening force testing for stairway pressurization systems to be performed by others.
 - c) Preform voice evacuation intelligibility testing (STI method)
5. Includes two (2) site visits. If additional alternates are accepted more visits can be added.

F. Security System Commissioning

1. Provide commissioning services related to the electronic security system and infrastructure. The electronic security systems shall include Access Control and Video Surveillance.
2. HBS shall review the electronic security systems design. HBS shall consider the requirements and goals when reviewing the design.
3. HBS shall conduct a pre-functional observation site visit. HBS shall conduct a visual site assessment to determine whether security and access control devices shown in the design documents are in specified locations.
4. Following notification by the installing Contractor (GC/Owners Rep) that the electronic security systems are substantially complete, HBS shall visit the jobsite and conduct an initial functional test of 100% of system devices and components. As a product of the functional test, HBS shall prepare a report identifying non-conforming items, which may be given to the Contractor by the Prime Contractor for remediation. After the Contractor has addressed the items within the report, HBS shall conduct a follow-up visit and check previously noted deficient items. HBS shall create a final report noting those items that have been corrected, and those which are still non-conforming.
5. Includes two (2) site visits. If additional alternates are accepted more visits can be added.

G. 10-Month Warranty Visit

1. Review building operation within 10 months after substantial completion with facility staff. Perform sampling of functional performance tests and trend data review on HVAC systems. Develop plan for resolving outstanding commissioning-related issues and assist facility staff in this regard.
2. Includes one (1) site visit. If additional alternates are accepted more visits can be added.

4. **ASSUMPTIONS**

A. The following assumptions form the basis of our scope proposal:

1. As the Commissioning Authority, Henderson Building Solutions, LLC assumes no liability for the design or installation of the systems being commissioned per the scope of work including the design concepts, design criteria, compliance with codes, design calculations, constructability and detailed drawings and specifications except for those specifically developed by Henderson Building Solutions, LLC.
2. It is the responsibility of the Prime Contractor to coordinate installation schedules to facilitate CxA review of pre-functional and functional testing within the allotted trips. If required, additional site visits can be performed as outlined in the additional services section of this proposal.
3. Henderson Building Solutions, LLC's role is to prepare the functional test procedures for the installing contractors and/or manufacturer's representatives to perform. Henderson Building Solutions, LLC will direct and witness selected tests during the site visits listed above.
4. Henderson Building Solutions, LLC will witness and verify training of the Owner's personnel, but the actual training will be the responsibility of the installing contractors and/or equipment manufacturers authorized representatives except as otherwise noted above.
5. Henderson Building Solutions, LLC includes one (1) backcheck of commissioning issues in our base scope if additional backchecks are required they will be billed at the hourly rates provided.
6. Regular meetings will be attended virtually unless they overlap with mid-construction observations or functional testing visits.

5. ADDITIONAL SERVICES

- A. The following Design Phase, Construction Phase, Construction Administration, and Field Services shall be considered additional services:
1. As a clarification of our scope, the following systems are not included in the proposed commissioning scope of this proposal:
 - a) Energy meters
 - b) Building envelope
 2. Seasonal Testing
 3. Collection and compilation of O&M manuals
 4. Indoor Air Quality (IAQ) Testing
 5. Performance and/or oversight of testing and balancing
 6. Development and execution of Pre-Functional Checklists.
 7. Scope of services necessary to achieve LEED certification.
 8. Evaluation of substitutions proposed by the Owner's consultants or the project Contractors and making subsequent revisions to the instruments of service resulting from the evaluations.
 9. Providing professional services made necessary by the default of the Contractor or by major defects in the work of the contractor in the performance of the Construction Contract.

6. EXCLUDED SERVICES

- A. Other services available from Henderson Building Solutions, LLC and applicable to the project have been made known and explained to the Client. Where Henderson Building Solutions, LLC has deemed a service needed or advisable, Henderson Building Solutions, LLC has made this opinion known to the Client and the Client has confirmed his or her opinion that such services are not requested of Henderson Building Solutions, LLC and/or the Client has made, or shall make, arrangements to obtain those services from a source other than Henderson Building Solutions, LLC. These excluded services include:
1. Full-time, onsite construction observation.
 2. Preparing to serve or serving as an expert witness in connection with any public hearing, or legal proceeding where Henderson Building Solutions, LLC is not a named party to such a hearing or proceeding.
 3. Opinions of probable cost.

Henderson Building Solutions, LLC FEE

Lump Sum Fee: Henderson Building Solutions will provide professional services for This Portion of the Project in accordance with the Scope of Services listed herein as outlined above. Invoices will be sent out on a monthly basis in proportion to the services provided. All payments must be received by Henderson Building Solutions no later than thirty (30) calendar days after invoice date.

Services and Fee Detail

SERVICES	Fee:	Initial to Accept:
Base IECC Commissioning Services	\$ 149,820	
Alt: Construction Documents Design Review	\$ 10,600	
Alt: Controls Submittal Review	\$ 3,960	
Alt: Mid-Construction Site Observation Visits	\$ 31,170	
Alt: Emergency Power Systems Commissioning	\$ 36,715	
Alt: Fire Protection & Life Safety Systems Commissioning	\$ 19,800	
Alt: Security System Commissioning	\$ 23,760	
Alt: 10-Month Warranty	\$ 18,635	

Reimbursable expenses are included in the Lump Sum fee provided above.

Fees for services not included in this proposal will be as mutually agreed between the Owner and Henderson Building Solutions, LLC.

Henderson Building Solutions, LLC appreciates the opportunity to submit this proposal. Please contact Henderson Building Solutions, LLC with any questions or comments.

Submitted By:

Accepted By:

Jason Jenkins
Sr. Director Commissioning
Henderson Building Solutions, LLC

Sam Matheny
Program Manager
Volkert, Inc.

Additional Services

- A. Additional services shall be provided only upon authorization by the Client and shall be paid for by the Client as hereinafter provided. Fees will be billed on a time and expense basis for any Additional Services authorized in writing by the Client, and will be billed separately at the following standard hourly rates:

Henderson Building Solutions, LLC Rates - \$ per hour

Engineering Rates

Director and Executive	235-250
Practice / Technical Manager	210
Project Manager	195-205
Senior Engineer / Designer	205
Lead Engineer / Designer	180
Engineer / Designer III	165
Engineer / Designer II	150
Engineer / Designer I	135
Site Observation Specialist	135
BIM Technician	110
Project Administrative	105-110

Construction Management + Commissioning

Director and Executive	235-250
Construction Management	140-230
Regional Construction Manager	200
Pre-Construction Management	140-200
Project Development	165
Estimator	170-195
Commissioning Sector / Regional Manager	210
Commissioning Project Manager	175
Commissioning Agent	165
Commissioning Technician	120-140
Project Administrative	100

EXHIBIT B: CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/5/2026

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 Greyling Insurance Brokerage 3780 Mansell Road, Suite370 Alpharetta, GA 30022	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):														
INSURED Henderson Building Solutions, LLC 8345 Lenexa Dr Suite 300 Lenexa KS 66214	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : National Union Fire Ins Co Pittsburgh PA</td><td>19445</td></tr><tr><td>INSURER B : Continental Insurance Company</td><td>35289</td></tr><tr><td>INSURER C : New Hampshire Insurance Company</td><td>23841</td></tr><tr><td>INSURER D : National Fire and Marine Insurance Co</td><td>20079</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 : National Union Fire Ins Co Pittsburgh PA	19445	INSURER B : Continental Insurance Company	35289	INSURER C : New Hampshire Insurance Company	23841	INSURER D : National Fire and Marine Insurance Co	20079	INSURER E :		INSURER F :	
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INSURER D : National Fire and Marine Insurance Co	20079														
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 89160277**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 ☒ PRO-JECT ☒ LOC OTHER:			GL5856910	8/1/2025	8/1/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CA571881	8/1/2025	8/1/2026	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 \$10,000			6081363227	8/1/2025	8/1/2026	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
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	WC014195822	8/1/2025	8/1/2026	☒ 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
D	Professional Liab Incl. Pollution Liability			42-EPP-330221-03	8/1/2025	8/1/2026	Per Claim Aggregate \$1,000,000

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

Additional Insureds:

Exp: 02/05/2036. Project: CC-0 34A-22 City of Mobile and their officers, directors, and employees are named as additional insureds with regards to General, Auto, Workers, and Umbrella Excess liability. Above policies are primary and non-contributory.

--See Attached Remarks Schedule--

CERTIFICATE HOLDERCity 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

Matias Ormaza

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ACORD 25 (2016/03)

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**ADDITIONAL REMARKS SCHEDULE**

Page ____ of ____

AGENCY Greyling Insurance Brokerage		NAMED INSURED Henderson Building Solutions, LLC 8345 Lenexa Dr Suite 300 Lenexa KS 66214	
POLICY NUMBER See corresponding Certificate Number: 89160277		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** ACORD 25 (03/16)**HOLDER:** City of Mobile**ADDRESS:** P.O. Box 1827 Mobile AL 36633

Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.

Subject to the terms, conditions, limitations and exclusions of the policies evidenced herein: The above are included as Additional Insureds when required by written contract with the Named Insured under the general liability including ongoing operations and products/completed operations and auto liability, but only with respect to services provided by the Named Insured, regarding the referenced project.

Waiver of Subrogation is applicable where required by written contract & allowed by law.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 2/5/2026 forms a part of

policy No. issued to Henderson Building Solutions, LLC
CA571881

by
National Union Fire Ins Co Pittsburgh PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.



Authorized Representative or Countersignature (in States Where Applicable)

74445 (10/99)

ENDORSEMENT

This endorsement, effective 12:01 A.M. 2/5/2026

forms a part of

Policy No. CA571881

issued to Henderson Building Solutions, LLC

by

National Union Fire Ins Co Pittsburgh PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

"ANY PERSON OR ORGANIZATION TO WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS. BUT ONLY TO THE EXTENT AS SUCH PERSON'S OR ORGANIZATIONS LIABILITY ARISING OUT OF USE OF A COVERED AUTO."

I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is

amended to add:

- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.



AUTHORIZED REPRESENTATIVE

Includes copyrighted information of Insurance Services Office, Inc.,
with its permission.

87950 (9/14)

Page 1 of 1

ENDORSEMENT

This endorsement, effective 12:01 A.M. 08/01/2025 forms a part of

policy No. CA571881 issued to Henderson Building Solutions, LLC

by National Union Fire Ins Co Pittsburgh PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recovery we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.



AUTHORIZED REPRESENTATIVE

62897 (6/95)

POLICY NUMBER: GL5856910

**COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II 6 Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: GL5856910

COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

POLICY NUMBER: GL5856910

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 08/01/2025 forms a part of Policy No. WC014195822

Issued to Henderson Building Solutions, LLC

By New Hampshire Insurance Company

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 applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION WHOM OR WHICH YOU HAVE
WAIVED SUCH RIGHT OR RECOVERY IN A WRITTEN
CONTRACT WITH THAT PERSON OR ORGANIZATION PROVIDED
SUCH WRITTEN CONTRACT:

1. IT CURRENTLY IN EFFECT OR WILL BECOME EFFECTIVE
DURING THE TERM OF THE POLICY; AND
2. WAS EXECUTED AND BECAME EFFECTIVE PRIOR TO THE
OCCURRENCE OF THE INJURY COVERED BY THIS POLICY.

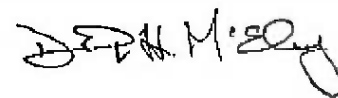
This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A. 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____



Authorized Representative

EXHIBIT C: E-VERIFY DOCUMENTS

Company ID Number: 1231449

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the Henderson Building Solutions, LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number: 1231449

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

Company ID Number: 1231449

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Company ID Number: 1231449

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 1231449

Approved by:

Employer Henderson Building Solutions, LLC	
Name (Please Type or Print) Jennifer Rubis	Title
Signature Electronically Signed	Date 09/19/2017
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 09/19/2017

Company ID Number: 1231449

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Henderson Building Solutions, LLC
Company Facility Address	8345 Lenexa Drive Lenexa, KS 66214
Company Alternate Address	8345 Lenexa Drive, Suite 100 Lenexa, KS 66214
County or Parish	JOHNSON
Employer Identification Number	463518609
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	13

Company ID Number: 1231449

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

KANSAS	2 site(s)
ARKANSAS	1 site(s)
TEXAS	2 site(s)
MISSOURI	1 site(s)
NEVADA	1 site(s)
CALIFORNIA	1 site(s)
NEW YORK	1 site(s)
NEW JERSEY	1 site(s)
ARIZONA	1 site(s)
FLORIDA	2 site(s)

Company ID Number: 1231449

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Heidi L Marshall
Phone Number (913) 742 - 5000 ext. 5440
Fax Number (913) 742 - 5001
Email Address heidi.marshall@hendersonengineers.com

Name Pamela B Phillips
Phone Number (913) 742 - 5000 ext. 5671
Fax Number (913) 742 - 5001
Email Address pam.phillips@hendersonengineers.com

Name Stacey A Crabtree
Phone Number (913) 742 - 5000 ext. 5706
Fax Number (913) 742 - 5001
Email Address stacey.crabtree@hendersonengineers.com

Name Jennifer D Rubis
Phone Number (913) 742 - 5000 ext. 5577
Fax Number (913) 742 - 5001
Email Address jennifer.rubis@hendersonengineers.com

Company ID Number: 1231449

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February 23, 2026

Subject: Mobile Arena Commissioning Services, Project Number CC-034A-22, 2125-2125-42200
Professional Services Agreement recommendation.

On behalf of the City of Mobile, Volkert as the Program Manager, is hereby recommending approval of the attached Mobile Arena Commissioning Services Professional Services Agreement to Henderson Building Solutions, LLC. The Professional Services Agreement is for a stipulated sum in the amount of \$294,460.00.

Henderson Building Solutions sister company, Henderson Engineers, performed the Arena mechanical, plumbing, and electrical design which has placed Henderson Building Solutions in a position to be able to provide commissioning of these systems at a competitive price, well below industry rates for these services, due to the interrelationship of the designer and commissioning agent. It is in the best interests of the City to contract with Henderson Building Solutions for the required Arena commissioning services.

Henderson Building Solutions proposed fee of \$294,460.00 is below the Program estimated budget amount of \$572,000.00.

The proposed fee has been reviewed and is reasonable.

Sincerely,

A handwritten signature in black ink that reads 'Sam Matheny'.

Sam Matheny
Program Manager
Volkert, Inc.

Cc: Carleen Stout-Clark, City of Mobile



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: March 10, 2026

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Authorize Contract with Mobile Sports Hall of Fame, Inc. for the implementation of technology integration and facility build-out services to establish an interactive visitor experience;
\$500,000.00 (sponsored by Mayor Cheriogotis) (submitted by Donna Bryars, Finance Dept.)

Amount of Contract:

\$500,000.00

Funding Source

General Fund 10049070.42080

ATTACHMENTS:

1. Resolution - MOBILE SPORTS HALL OF FAME
2. FY26 MOBILE SPORTS HALL OF FAME-PARTIALLY EXECUTED

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 Sports Hall of Fame, Inc. in the amount of \$500,000.00 for the buildout of the existing Mobile Sports Hall of Fame with integrated technology for an interactive experience 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 **MOBILE SPORTS HALL OF FAME, 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 Contractor's purpose is dedicated to celebrating Mobile's deep sports heritage and leveraging that legacy to inspire future generations; 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 **FIVE HUNDRED THOUSAND DOLLARS AND NO/100 (\$500,000.00)**, payable for the period from the execution of this Agreement to **September 30, 2026**. Said funds will be disbursed in a single payment of **FIVE HUNDRED THOUSAND DOLLARS AND NO/100 (\$500,000.00)**, 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; payment is dependent upon receipt of these.**

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:

The Mobile Sports Hall of Fame (MSHOF) is a community-wide organization in Mobile, Alabama, focused on the following three core pillars: (1) Honoring the Past, (2) Developing the Present, and (3) Inspiring the Future. Funding from the City of Mobile will be used to build out the existing Mobile Sports Hall of Fame with integrated technology, graphics, displays, story boards, video and touch displays for an interactive experience. Together with curated memorabilia cases, and plaque system for inductees, these designs and technological experiences will bring to life the people, the events and the places that together weave the Mobile Sports Hall of Fame story.

The Contractor shall provide to City's Accounting Department an activity report and financial report 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 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:

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

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 Sports Hall of Fame, Inc.
P.O. Box 81816
Mobile, AL 36689
ATTN: Joe Gottfried**

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.

MOBILE SPORTS HALL OF FAME, INC.

BY [Signature]

PRINT NAME: Stephen E. Clements

ITS: Chairman

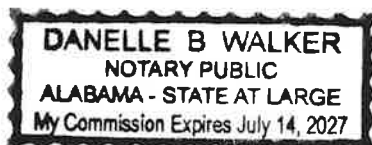
STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that Stephen E. Clements whose name as Chairman of **Mobile Sports Hall of Fame, 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, (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 20th day of Feb, 2026

(SEAL)



Danelle B. Walker
Notary Public
State of Alabama At-Large
My Commission Expires: 7/14/27

CITY OF MOBILE, A Municipal Corporation

BY _____
Spiro N. Cheriogotis, Mayor

ATTEST:

BY _____
Its City Clerk



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/06/2026

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  Allison Horner, Agent 6353 Cottage Hill Road Mobile, AL 366090		CONTACT NAME: Jack PHONE (A/C, No, Ext): 251-666-1616 E-MAIL ADDRESS: jack@allisonhorner.com FAX (A/C, No):	
INSURED Mobile Sports Hall of Fame, Inc. PO Box 81816 Mobile, AL 36689		INSURER(S) AFFORDING COVERAGE INSURER A : State Farm Fire and Casualty Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : NAIC # 25143	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

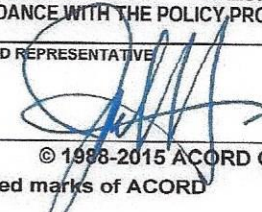
INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	93-R0-K011-4	02/06/2026	02/06/2027	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$
	☐ AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				PER STATUTE \$ OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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).

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 
---	--



CAPITAL CONTRACT SUMMARY SHEET

C#5709



AGENDA ITEM SUMMARY SHEET

Agenda of: March 10, 2026

Submitted by:

John Forrester, City Engineer

Sponsored by:

Samantha Ingram, Councilmember, District 2

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Approve contract with Thompson Engineering for engineering services.

Amount of Contract:

\$250,000.00

Funding Source

C1046

ATTACHMENTS:

1. 2026-3005-06 Mobile River Fender System Replacement (Thompson Engineering, Inc.)

REVIEWERS:

Lana Pafenbach

Lana Pafenbach

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Mobile River Fender System Replacement (D2)

COM Project: 2026-3005-06

PROJECT #: C1046 DATE OF RECEIPT: _____

PROJECT DESCRIPTION: Engineering Services

CONTRACT AMOUNT: \$250,000.00

VENDOR NAME: Thompson Engineering, Inc.

VENDOR NUMBER: 203598

DEPT #: 3005 DEPT NAME: Engineer

CONTRACT ADMINISTRATOR: John Forrester

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Jessica White Date: 2/26/2026

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis and Council Person Samantha Ingram

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 engineering design and construction inspection services between the City of Mobile and Thompson Engineering, Inc. 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.

Name of Company: Thompson Engineering, Inc.

Project Name: Mobile River Fender System Replacement (D2)
COM Project: 2026-3005-06

Cost: \$250,000.00

ADOPTED:

City Clerk



**MOBILE RIVER
FENDER SYSTEM REPLACEMENT**

PROJECT NO. 2026-3005-06

ENGINEER:

THOMPSON ENGINEERING, INC.



**STATE OF ALABAMA
CITY OF MOBILE**

CONTRACT

This AGREEMENT made and entered into as of the date of execution by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and THOMPSON ENGINEERING, INC. (hereinafter called the "ENGINEER").

This Agreement, including its Exhibits, attached hereto, all incorporated herein, represents the entire agreement between Engineer and City with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this Agreement. Engineer and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

WHEREAS, THOMPSON ENGINEERING, INC. is uniquely qualified in the business of professional engineering design.

WHEREAS, the City of Mobile desires to engage THOMPSON ENGINEERING, INC. based upon its professional skill, competence, and personality especially suited to provide said services upon the following terms and conditions.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants, and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

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

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

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

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

ENGINEER - The engineering company assigned to perform engineering and construction inspection services for this PROJECT. The engineering company so assigned to this PROJECT is **THOMPSON ENGINEERING, INC.**

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

NOTICE TO PROCEED - A written notice to proceed issued by the CITY ENGINEER either for the Design Phase, Pre-Bid to Pre-Construction Phase, and/or the Construction Phase as set out in Section III.

DESIGN CONSTRUCTION COST ESTIMATE - The estimated construction cost of the PROJECT as shall be determined by ENGINEER pursuant to Section III. A. herein.

PROJECT – Mobile River Fender System Replacement, City of Mobile Project No. 2026-3005-06. This is for engineering design and construction inspection of the ship fendering system along the Cruise Terminal and Maritime Museum dock. (See Exhibit A for approximate locations). **The professional engineering design services may include design, preparation of plans/specifications/cost estimates/bid documents; permitting; advertisement and evaluation of bids; and recommendation of a low bidder and construction inspection services as directed by the CITY ENGINEER.**

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

STANDARD SPECIFICATIONS OMIT.

II. STANDARDS

The CITY hereby retains the ENGINEER, and the ENGINEER agrees to perform for the CITY the professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary to the performance in proper sequence of the items of work as hereinafter set forth. The ENGINEER, in the preparation of plans and any other items pertaining to this PROJECT, will meet the requirements for conformance with the Standard Specifications, adopted by the State of Alabama Department of Transportation, and applicable local ordinances, and will ascertain the practices of the CITY prior to beginning any work on this PROJECT. All work required under this CONTRACT will be performed in accordance with these standards and any special requirements hereinafter set forth. All work performed by the ENGINEER under this CONTRACT will be submitted to the CITY for review and administrative approval only.

III. SCOPE OF WORK

CITY accepts ENGINEER'S Proposal attached hereto as part of the CONTRACT. The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

The scope of work is divided into the following Phases:

1. Design Phase
2. Pre-Bid to Pre-Construction Phase
3. Construction Phase

The ENGINEER shall provide professional and technical engineering assistance to the CITY to include, but not necessarily be limited to, the activities, **Project Description, and Statement of Work described in Option 1 in Exhibit C, Mobile River Fender System Replacement, Thompson Engineering Proposal No. 26-4110-0017.**

ENGINEER shall schedule and perform all services to ensure completion of project construction and delivery of As-Built plans prior to arrival of cruise ship Carnival Valor to Mobile on May 15, 2027. Project construction phase shall be restricted to periods when the existing fender system is not in use (03.30.2026 – 10.23.2026 and 03.30.2027 – 05.14.2027 based on the current cruise ship schedule).

A. DESIGN PHASE

1. General

- a. Should the CITY ENGINEER request, the ENGINEER shall schedule and conduct monthly meetings with the CITY ENGINEER to provide a status report of design and progress at each meeting. These meetings shall continue until the construction bid date.

b. OMIT

2. Preliminary Engineering and General Requirements

- a. Obtain existing mapping, drainage system records, easement/right of way records and other relevant PROJECT records/documents.
- b. Contact Alabama Line Locator service and individually contact all utility companies. Locate and survey all utilities in the PROJECT area and other areas affected by this PROJECT that may produce a conflict to construction.

- c. OMIT
- d. OMIT
- e. Provide cost estimates for construction of the PROJECT.
- f. OMIT
- g. ENGINEER shall ensure all utilities have been located and all utility companies have been contacted. Show utilities on the plans, in plan and profile view, including contact information for each utility. Coordinate resolution of utility conflicts with utility companies and document correspondence.
- h. OMIT
- i. OMIT
- j. OMIT
- k. The plans must be designed under the direct supervision of the PROJECT ENGINEER. The PROJECT ENGINEER must be a Registered Professional Engineer licensed in the State of Alabama. The PROJECT ENGINEER's signature shall be placed on the Title Sheet and his or her stamp shall be placed on each sheet of the construction plans.
- l. OMIT
- m. OMIT
- n. OMIT
- o. OMIT
- 3. Design Surveys
 - a. OMIT
- 4. OMIT
- 5. Plans and Specifications

The ENGINEER shall prepare and submit detailed plans, specifications, Design Construction Cost Estimate, permits, construction contracts, bid documents, advertisements, and proposals as outlined in Section III.A. The ENGINEER shall also submit a booklet of photos that clearly depict the PROJECT before and after construction. Work shall include the evaluation, removal, and replacement of the fender systems. The plans will show all existing topographical features, natural and man-made, surface and subsurface facilities for the area included in the PROJECT, and an area of at least fifty (50) feet in width adjacent to the PROJECT. The contract plans will be completed in detail for all construction, in accordance with the STANDARD SPECIFICATIONS in effect at the time of the final plan submittal.

The plans will show all existing and proposed utilities for the PROJECT area. The ENGINEER shall provide coordination with all utilities throughout the design stage to ensure that all relocations and service connections are accomplished in a timely manner. The PROJECT will be constructed in accordance with the STANDARD SPECIFICATIONS, and supplemental specifications for any specialized construction included in this PROJECT.

The CITY will review submittals made during the design period. The purpose and scope of these reviews will be to approve the ENGINEER's intermediate payments and to determine Agreement compliance for approving fee requests and determining the PROJECT costs. The ENGINEER shall exercise his professional judgement, skill, care, experience, diligence and professional expertise to prepare plans and specifications with the degree of care and skill ordinarily used by members of the Engineering profession in this locality. It is not the intent nor is it the responsibility of the CITY to exercise independent engineering judgement or to verify the calculations, assumptions, and engineering judgement employed by the ENGINEER.

- a. Plans shall be submitted at three (3) stages of development. CITY ENGINEER will provide written administrative review comments to the ENGINEER on each submittal for incorporation into the next submittal. The submittals shall be made as per the time limits described below, or the ENGINEER shall submit, in writing, for approval by the CITY ENGINEER, an explanation of delay. Each submittal shall include the review comments and the ENGINEER's written responses from the previous submittal.

- (1) **50% Design Submittal** (approximately 50% completion) shall be made **Eight (8) weeks** after the Notice to Proceed is received by ENGINEER.

Engineering design plan sheets, erosion control and sedimentation prevention plan, details, summary of quantities, ENGINEER's cost estimate, and applicable permit applications will be submitted. At this point, all utility conflicts should be resolved and proposed re-routing of any utilities should be identified on the plans. If requested, a "Plan-in-Hand" on-site review of the work will be made at this time with the CITY ENGINEER. The ENGINEER will prepare a record of comments and observations and make required changes and/or additions to the plans and specifications.

- (2) **90% Design Submittal** (approximately 90% completion) shall be made **Six (6) weeks** after 50% comments are received by ENGINEER. The 50% review comments will be addressed and incorporated into the 90% plans. Updated plans, detail sheets and all other previously submitted sheets and pertinent and related information required for receipt of bids by the CITY shall be submitted at this point. All utility conflicts should be resolved and proposed re-routing of any utilities should be identified on the plans. All design calculations, specifications, and updated cost estimates will be included with this submittal.

- (3) **100% Design Submittal** (Issued for Bid Package) shall be made **Four (4) weeks** after 90% comments are received by ENGINEER. Final Design submittal shall be made after all administrative review comments from the 100% review have been addressed and incorporated into the plans and the

complete work is ready for advertisement. A final review shall be made by the CITY ENGINEER.

- b. All plans, specifications and drawings prepared or created by ENGINEER pursuant to the performance of its obligations hereunder shall become the property of the CITY immediately upon CITY's tender of payment of fees.
- c. The PROJECT will be designed and constructed in accordance with the STANDARD SPECIFICATIONS. ENGINEER shall provide detailed special provisions for any item that differs in Description and/or Method of Measurement and/or Basis of Payment from the STANDARD SPECIFICATIONS.
- d. Any use of State of Alabama Department of Transportation Standard Drawings in the design of the PROJECT will be referred to on the Title Sheet of the plans. A copy of each Standard Drawing used shall be included in the "As Built" plans submitted for final acceptance of the PROJECT.
- e. All plans, drawings, and other documents (including electronic files or documents) prepared or furnished by ENGINEER pursuant to this Agreement are instruments of service for use by the CITY. The CITY shall be provided at least two (2) 11x17 copies and one full size copy of all plans, drawings, electronic files (one copy CADD and one copy PDF), Excel files, and other documents for information and reference in connection with the use and occupancy of the PROJECT by the CITY for present and future needs. Any reuse will be at the CITY's sole risk unless ENGINEER, for compensation to be agreed upon, reviews and adapts such documents. Upon termination or expiration of this CONTRACT, the ENGINEER shall, upon request from the CITY, return to the CITY all documents and records provided by the CITY and those produced, developed or used by the ENGINEER for this PROJECT.
- f. ENGINEER deliverables, as specifically provided in this Scope of Work, shall include electronic/computer-aided design and drafting (CADD) files in a format compatible with AutoCAD version 2019. Unless specifically directed otherwise by the CITY prior to execution of this Agreement, electronic files shall be developed based on ENGINEER's standard practice. In the case of any discrepancy or difference between electronic files and hard copies of drawings or files, hard copies shall control. Due to the easily alterable nature of electronic files, ENGINEER makes no warranties, either express or implied, with respect to the accuracy, completeness, merchantability, or fitness of any electronic files used by the CITY. CITY shall not be liable for any erroneous information supplied to the ENGINEER or any other third party that the ENGINEER relies upon and incorporates into an electronic file, or other documents, plans and specifications.

B. PRE-BID to PRE-CONSTRUCTION

- 1. Upon approval of the bid package and if requested from the CITY, an "Invitation for Bids" will be prepared by the ENGINEER and issued by the CITY ENGINEER. During the bid period and up to the notice of award to the successful bidder, the ENGINEER shall provide the following services:

- a. Assist the CITY ENGINEER in replying to questions from prospective bidders and prepare Addenda to the bid documents as required by the CITY ENGINEER.
- b. Attend bid opening, review bids, prepare bid tabulation, and make recommendations for award to the lowest responsive bidder.
- c. The ENGINEER shall number all proposals serially and record the name of the Contractor and the number of the proposal issued to that Contractor. **The ENGINEER shall check each Contractor to assure each is properly licensed.** A copy of this record will be given to the CITY ENGINEER by the end of the workday proceeding the day of the bid opening. The CITY will not open any bid from a Contractor whose name is not recorded for proposals issued.
- d. The ENGINEER will be present at the bid opening. He should bring copies of the list of prospective bidders with space provided to record their bid. The ENGINEER's estimate of cost of the PROJECT should be indicated on this list.
- e. The current CITY Contract Documents shall be used on this PROJECT. Only additional Special Provisions may be added to these documents to describe special requirements particular to this PROJECT.
- f. Upon receipt of the bid documents, the ENGINEER shall review the bids to assure proper bid bonds. The ENGINEER shall also prepare a tabulation of all bidders, and submit a copy, including an electronic Excel file, to the CITY ENGINEER along with recommendation of the Contractor submitting the lowest responsive bid, meeting all required specifications.
- g. Upon notification of award of the bid by the CITY ENGINEER, the ENGINEER shall prepare five (5) bound sets of contract documents and supply them to the CONTRACTOR. One set of documents will contain the **original** bid documents, with the CONTRACTOR's original signatures. **All 5 sets shall contain original signatures and original seals.** The CONTRACTOR should execute and return these documents to the ENGINEER within ten (10) working days. The ENGINEER should then check these documents for proper bonding, insurance certificates, proper signatures, and seals. If all documents are in order, the ENGINEER should submit all five (5) contract agreements to the CITY ENGINEER for execution by the CITY COUNCIL.
- h. The ENGINEER shall conduct a Pre-construction conference with the CITY staff, the CONTRACTOR, the testing firm, and all utilities involved in the PROJECT to establish the work schedule and coordination of all persons necessary for the proper execution and construction of the PROJECT.

C. CONSTRUCTION PHASE

1. Quality Assurance

- a. ENGINEER shall require the CONTRACTOR to ensure quality assurance during construction. The CONTRACTOR's quality assurance shall be conducted in general conformance to procedures set forth in the STANDARD SPECIFICATIONS and the requirements of the National Pollution Discharge Elimination System (NPDES) Storm

Water Discharge General Permit, if applicable. The ENGINEER shall require the CONTRACTOR to maintain on-site a copy of the STANDARD SPECIFICATIONS and the ENGINEER shall ensure that all of the personnel involved in the construction phase of the project are thoroughly familiar with the provisions of the STANDARD SPECIFICATIONS.

2. Compliance with Plans and Specifications

The ENGINEER shall enforce all requirements of the plans and specifications for compliance with quality, quantity, materials, and measurements excluding safety.

- a. OMIT
- b. OMIT
- c. The ENGINEER shall ensure that materials comply with specifications.
- d. The ENGINEER shall review construction invoices, verify quantities, and certify accuracy for submittal to and approval and payment by the CITY.
- e. The ENGINEER shall provide construction administration and be in responsible charge of the project.

3. PROJECT Observation/Inspection

- a. The ENGINEER shall appoint a competent INSPECTOR , capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work to be performed, who shall work under the direct supervision of a registered PROJECT ENGINEER. The INSPECTOR shall be experienced and qualified to determine the requirements of the plans and specifications. The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

The CITY reserves the right to require replacement of any INSPECTOR considered to be unqualified for the work. The duty of the INSPECTOR is to determine CONTRACTOR compliance with the plans and specifications. Nothing contained herein shall be construed to mean that the INSPECTOR or the ENGINEER's agent controls or assumes a right to the manner in which the CONTRACTOR performs the work.

- b. The CITY ENGINEER reserves the right to appoint CITY representatives to observe all plans and works of the ENGINEER. The appointed CITY representatives shall have access to all plans, drawings, specifications and reports of the ENGINEER relating to the PROJECT.
- c. OMIT
- d. The PROJECT ENGINEER in responsible charge shall conduct periodic field reviews to assure compliance with plans and specifications. All inspections shall be documented and submitted to the CITY ENGINEER. The PROJECT ENGINEER shall conduct weekly on-site construction meetings with the CITY, CONTRACTOR, and other required entities.
- e. The ENGINEER shall have a copy of, and be thoroughly familiar with applicable STANDARD SPECIFICATIONS, Standard and Special Drawings, Testing Manual, and Construction Manual, current non-metric edition, materials sources, and devices with special acceptance requirements.
- f. The INSPECTOR shall keep a daily diary, listing equipment on site and in use, weather conditions, CONTRACTOR's personnel on site, and the work accomplished each day.
- g. Monthly estimates shall be broken down and include an explanation submitted for pay items exceeding plan quantities by more than five percent (5%). The report of overruns shall be submitted with the monthly estimate in which the overrun was incurred. The Professional Engineer in responsible charge for the PROJECT must sign these estimates. A summary of the above noted overruns exceeding five percent (5%) shall be submitted with the Final Closeout Documentation. **Monthly estimates shall also include a DBE Utilization Report, over run report, Progress Report for the month, and an updated schedule for the Contractor.**
- h. No major changes in the "as bid" construction plans shall be made prior to submittal to the CITY ENGINEER for review and administrative approval.
- i. OMIT
- j. The ENGINEER shall require the CONTRACTOR to check all of the CONTRACTOR's equipment before it is used on the PROJECT to assure that it meets the requirements of the STANDARD SPECIFICATIONS, for the sole purpose of quality assurance. The PROJECT shall be stopped at any time if the equipment is not in accordance with STANDARD SPECIFICATIONS.
- k. When all pay items have been completed; the ENGINEER shall hold a semi-final review and give the CONTRACTOR a written "Punch List" of items to be completed prior to the ENGINEER's recommendation for acceptance of the PROJECT. When the CONTRACTOR has completed the work on the Punch List to the satisfaction of the ENGINEER, a written recommendation for acceptance of the PROJECT will be submitted to the CITY ENGINEER.
- l. Upon written certification by the ENGINEER that the PROJECT has been completed in accordance with the contract documents, the CITY ENGINEER will

conduct a final review. Following the CITY ENGINEER's concurrence with the recommendation for acceptance, the ENGINEER shall submit the final estimate and close out documents to the CITY. The date of receipt of the final payment by the CONTRACTOR will be the date of acceptance of the PROJECT by the CITY.

4. Progress Review

- a. The ENGINEER will be required to maintain strict review of progress of the PROJECT's construction. A monthly time report shall be submitted to the CITY ENGINEER and to the CONTRACTOR. The monthly report will be dated the Monday following the reported period, delivered via fax or regular mail, and postmarked to the CONTRACTOR on the same date.

Any discrepancies between the CONTRACTOR and the ENGINEER regarding the monthly work day charge must be resolved immediately. Discrepancies not resolved within ten (10) working days of the original report date shall be documented by the ENGINEER and delivered to the CITY ENGINEER. At this time, the CITY ENGINEER will intervene and resolve the dispute. The CITY ENGINEER's resolution shall be accepted by and binding on both the ENGINEER and the CONTRACTOR. If the CONTRACTOR has not informed the ENGINEER in writing of any disagreement with the monthly work day charge within ten (10) work days of the original report date, such monthly work day charge shall be deemed accepted by the CONTRACTOR. No subsequent complaint will be allowed. When the work has been stopped by reasons beyond the CONTRACTOR's control, such as weather, unacquired right-of-way, utility obstructions, etc., it will be the duty of the ENGINEER to notify the CONTRACTOR when work can resume. It will then be the duty of the CONTRACTOR to notify the ENGINEER of the time and location work on the PROJECT will resume.

- b. The ENGINEER will provide daily updates including progress photos to a text message group provided by the CITY.
- c. The ENGINEER will review the CONTRACTOR's schedule and ensure it is updated weekly and provided to the CITY.

5. PROJECT Closeout

- a. "As Built" plans that clearly delineate any changes from the original "As Bid" plans shall be submitted to the CITY ENGINEER within thirty (30) working days of the acceptance for maintenance of the PROJECT. One bound copy of all test reports for the PROJECT will be submitted with these plans. The "As-Built" plans with any changes from "As Bid" plans shown in red, shall be prepared and submitted by the PROJECT ENGINEER.
- b. All final quantities and all necessary supporting information shall be prepared and submitted with the "As Built" plans to the CITY ENGINEER. This information, including copies of the daily diary and calculations by which the final quantities were determined, shall be submitted in accordance with the STANDARD SPECIFICATIONS. ENGINEER shall submit to the CITY all documentation required for PROJECT closeout as outlined in Exhibit E.

IV. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

A. The ENGINEER agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a NOTICE TO PROCEED. The CITY and the ENGINEER shall mutually agree upon the schedule and completion time for Professional Services under this Agreement.

B. This CONTRACT may be terminated by the City for any reason, with or without cause, by providing thirty (30) days written notice to the ENGINEER. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall become the property of the CITY. In the event of termination, the ENGINEER shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Section V.A, "Contracted Services". The CITY may notify the ENGINEER, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the PROJECT for more than ninety (90) consecutive days, the ENGINEER may terminate this CONTRACT by giving thirty (30) days written notice.

C. The CITY and the ENGINEER each binds itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this CONTRACT. Engineer shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the CITY; which such consent shall be granted or denied solely at CITY'S discretion.

D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of construction of the PROJECT encompassed herein or for a period of two (2) years from the date of this CONTRACT, whichever occurs first. The CONTRACT time may be extended by mutual agreement between the CITY and the ENGINEER, provided that nothing contained in this CONTRACT will be deemed to limit or to reduce the ENGINEER's duties and responsibilities for providing professional engineering services, nor to limit or reduce ENGINEER's liability for any breach thereof.

E. The ENGINEER shall reimburse the CITY for attorney's fees incurred due to any breach by ENGINEER of its obligations under the terms of this CONTRACT.

V. BASIS OF PAYMENT

Any language to the contrary in this Agreement notwithstanding, all payments to the ENGINEER for professional engineering services as identified in Section V shall be made *only* in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the ENGINEER for such work performed shall be compensated at the rates stated in the Engineer's Hourly Rates, which is incorporated into this Agreement as Exhibit C. In all instances where compensation amounts are based upon or associated with a percentage of

completion calculation, that percentage of completion calculation shall be determined by the CITY ENGINEER.

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section III, CITY agrees to pay the ENGINEER, as compensation for such professional engineering services, as shown in the Engineer's Hourly Rates in Exhibit C and as authorized by the CITY as follows:

1. It is mutually agreed that compensation to the ENGINEER will be as follows:
 - a. After receipt of a NOTICE TO PROCEED from the CITY, the ENGINEER shall perform Design Phase services through 50%, in accordance with the schedule and appropriate portion of Section III.A of this Agreement. Payment for work performed in Section III.A through 50% Design completion shall not exceed \$35,000.00 (Thirty-Five Thousand Dollars and Zero Cents).
 - b. Based on the results of the 50% submittal review, ENGINEER shall perform Design Phase services through 90%, in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. Payment for work performed in Section III.A from 50% through 90% of this CONTRACT shall not exceed \$25,000.00 (Twenty-Five Thousand Dollars and Zero Cents).
 - c. Based on the results of the 90% submittal review, ENGINEER shall complete the 100% design and perform Pre-Bid to Pre-Construction Phase services in accordance with Section III.A and III.B of this CONTRACT. Payment for work performed in Section III.A from 90% through 100% Design of this CONTRACT shall not exceed \$6,000.00 (Six Thousand Dollars and Zero Cents). Payment for work performed in Section III.B of this CONTRACT shall not exceed \$6,300.00 (Six Thousand Three Hundred Dollars and Zero Cents).
 - d. Upon letting of the contract for construction of this PROJECT, compensation to the ENGINEER shall continue to be based on work performed and documented but shall be limited to the percentage completion of the construction, which such percentage of completion shall be determined by the CITY ENGINEER. The ENGINEER's invoice shall be submitted with the CONTRACTOR'S monthly estimate. Full payment cannot be paid to the ENGINEER until all close out documents have been received and retainage is released to the CONTRACTOR. See Exhibit E for requirements for closing the PROJECT. The Fee Disbursement Schedule attached hereto as Exhibit D, sets out the maximum amount to be disbursed for work performed under Section III.C, and will be based on the hourly rates in Exhibit C, unless otherwise authorized by the CITY in its sole discretion. Payment for work performed in Section III.C of this Agreement shall not exceed \$150,000.00 (One Hundred Fifty Thousand Dollars and Zero Cents).
 - e. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to City for such failure.

B. ADDITIONAL SERVICES

1. Following award of the Agreement, the CITY shall pay the ENGINEER the expense of additional services, if requested by the CITY, in writing with a NOTICE TO PROCEED. Additional services, if initiated, shall be based on the hourly rates in EXHIBIT C and shall not exceed \$27,700.00 (Twenty-Seven Thousand Seven Hundred Dollars and No Cents).
2. In the event of termination of this Agreement due to failure by the ENGINEER to perform any and/or all of the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The ENGINEER will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

C. LIMITATIONS OF ENGINEERING COMPENSATION

Notwithstanding any other provision of this Agreement or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases) to be paid the ENGINEER associated with the above-mentioned PROJECT shall not exceed **250,000.00 (Two Hundred Fifty Thousand Three Dollars and Zero Cents)**, unless otherwise approved by the CITY.

VI. INDEMNITY AND INSURANCE REQUIREMENTS

- A. INDEMINIFICATION: The ENGINEER shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by ENGINEER or the ENGINEER'S agent, ENGINEER under contract, or other entity for which ENGINEER is legally liable. ENGINEER shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by ENGINEER or its agents covered by ENGINEER'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires ENGINEER to procure and maintain professional liability insurance that satisfies the named requirements. ENGINEER shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to ENGINEER'S liability, or in proportion to the extent ENGINEER participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require ENGINEER to indemnify, hold harmless or defend the CITY except as permissible under §41-9A-3, Code of Alabama (1975) or subsequent codifications thereof.

STANDARD OF PERFORMANCE:

ENGINEER shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

B. INSURANCE- For the duration of this Agreement,ENGINEER shall maintain the following minimum amounts for each Project:

1. Professional Liability Insurance:

Professional Liability Insurance including design with the limits not less than \$2,000,000 per claim.

2. Workers' Compensation/Employer's Liability:

- a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
- b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee

- c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

3. Comprehensive General Liability Insurance:

- a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by ENGINEER.

- b. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

- c. General Aggregate Limit/Products, Completed Operations Aggregate: \$2,000,000/\$2,000,000

4. Automobile Liability Insurance: Automobile Liability Insurance to cover any automobile, including all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

5. Excess/Umbrella Liability Insurance

- a. Providing following form coverage for Employer's Liability, comprehensive General Liability, and Automobile Liability.

- b. Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

6. Subconsultant Monitoring & Compliance

- a. ENGINEER shall:

- i. Ensure all subconsultants comply fully with insurance obligations equal to or exceeding those required of ENGINEER.
 - ii. Obtain and verify insurance certificates and endorsements from subconsultants before allowing commencement of work.
 - iii. Actively monitor subconsultant insurance compliance throughout project duration and promptly remedy non-compliance.
 - iv. Upon CITY request, furnish documented evidence of subconsultant compliance, monitoring activities, and corrective actions taken.
7. Non-compliance with insurance requirements constitutes a material breach allowing CITY remedies including withholding payments, suspending services, immediate contract termination for cause, and recovery of costs to cure non-compliance.

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

- 1. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
- 2. Additional Insured - All policies of insurance, except professional liability and workers compensation, shall be endorsed to name City of Mobile as an Additional Insured.
- 3. Primary Insurance - All policies of insurance, except professional liability and workers compensation, 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, ENGINEER 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. ENGINEER shall also be responsible for delivering policy renewal certificates to the City of Mobile.

D. SURVIVAL

All indemnity obligations and insurance requirements under this CONTRACT shall survive termination or expiration of this CONTRACT and remain enforceable for two years after the last Date of Substantial Completion.

VII. E-VERIFY

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

VIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by CITY under this contract is City Capital Funds. Said funds are on hand at the time of the execution of this CONTRACT.

IX. PROHIBITION OF BOYCOTTING

By signing this CONTRACT, the ENGINEER represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

X. ANTI-DISCRIMINATION CLAUSE

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

XI. GOVERNING LAW AND VENUE

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

XII. TRIMBLE UNITY CONSTRUCT

The CITY utilizes Trimble Unity Construct (TUC), formerly called e-Builder, as its project management system. TUC is a secure data collection site: <https://app.e-builder.net>. ENGINEER shall use TUC as an essential component to project management with the City of Mobile.

XIII. NOTICES

A. The City of Mobile Authorized Agent, authorized to act on the CITY's behalf with respect to the PROJECT is the CITY ENGINEER 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
c/o CITY ENGINEER
As: City's Authorized Agent
P.O. Box 1827
Mobile, AL 36633

ENGINEER:
Thompson Engineering, Inc.
c/o General Counsel
2970 Cottage Hill Rd
Ste 190
Mobile, AL 36606

C. Any change in the ENGINEER's Representative will be promptly communicated to the CITY.

XIV. DEFAULT/ BREACH

Default, for purposes of this contract, shall include, but is not limited to, any of the following: (1) failure to perform the work or provide the services in accordance with the terms of the contract; (2) failure to meet established deadlines or schedules; (3) substandard or non-compliant work or services; (4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements; (5) failure to make payments to subcontractors or suppliers; (6) failure to communicate adequately with the CITY regarding progress or issues; (7) unauthorized assignment or transfer of the contract without prior written consent from the CITY; (8) failure to correct deficiencies after receiving written notice from the CITY; (9) misrepresentation or falsification of information provided in contract proposals or during performance; (10) failure to maintain required insurance coverage, (11) use of unapproved subcontractors or failure to supervise subcontractors adequately; (12) unauthorized use of CITY property, equipment, or resources; (13) failure to comply with safety standards, resulting in hazardous conditions or accidents; (14) violation of confidentiality or data protection requirements outlined in the contract; (15) breach of warranties related to the quality, fitness, or compliance of goods or services provided; (16) failure to provide required reports, documentation, or certifications within specified timelines; (17) delays caused by inadequate staffing, equipment, or materials; (18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame; (19) violation of environmental regulations, including improper disposal of hazardous materials; (20) failure to cooperate with CITY inspectors, auditors, or other designated officials during site visits or reviews; (21) failing to comply with written directives from the CITY to correct specific issues or deficiencies; (22) subcontractor abandonment or unauthorized substitution of key personnel; (23) unauthorized cessation of work or delays caused by disputes with subcontractors; (24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials; (25) misuse of funds allocated for specific tasks or deliverables; (26) failure to meet minority, small business, or other subcontracting goals as specified in the contract; (27) failure to maintain adequate security measures for sensitive information or physical assets; (28) failure to address health and safety violations that result in injury or property damage; (29) providing false claims for payments, reimbursements, or change orders; (30) failing to meet requirements for workforce certifications or qualifications outlined in the contract; and (31) failure to disclose debarment or loss of required license.

XV. EFFECT OF DEFAULT

Upon the occurrence of default, CITY shall have rights which include but are not limited to (1) the right to keep this CONTRACT in effect and sue ENGINEER for all damages caused by the default and recover the cost thereof; (2) the right to cure any such default by ENGINEER and to recover any damages caused thereby; and (3) the right to terminate this CONTRACT either

as to the entire PROJECT or part thereof, in either case by giving ENGINEER written notice of such termination. In the event of termination of this Agreement by the City because of the ENGINEER's default or breach, the City may take possession of all materials, equipment, tools, construction equipment, and machinery thereon owned by the ENGINEER and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

XVI. PEER REVIEW/VALUE ENGINEERING

The CITY reserves the right to engage independent experts to conduct peer reviews or value engineering analyses of the PROJECT at any stage. ENGINEER shall cooperate fully by providing necessary documentation and access. If the peer review identifies opportunities for cost savings or performance improvements without compromising safety or quality, ENGINEER shall implement such recommendations as directed by the CITY, subject to equitable adjustments if necessary.

XVII. MISCELLANEOUS

A. This CONTRACT constitutes the sole and complete understanding between the parties and supersedes all CONTRACTs between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this CONTRACT is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The language of this CONTRACT 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 CONTRACT be construed to grant any rights, privileges, or interest to any third party.

D. Time is of the essence with regard to each and every aspect of the ENGINEER's performance under this Contract.

E. The rights and remedies of the City provided for under this CONTRACT are in addition to any other rights and remedies provided by law.

F. If the ENGINEER is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

G. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this CONTRACT or any applicable law.

H. If any term, condition, or covenant of this CONTRACT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this CONTRACT 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 CONTRACT and those executing this CONTRACT 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 CONTRACT shall be construed to operate as a waiver of any rights under this CONTRACT or of any cause of action arising out of the performance of this CONTRACT.

K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

L. In the event of conflicts or inconsistencies between the provisions of this CONTRACT and those in any attachment or Exhibit hereto, then the provisions of this CONTRACT will take precedence and be applicable, binding and enforceable.

M. Preparation of CONTRACT. All provisions of this CONTRACT have been subject to full and careful review by and negotiation between ENGINEER and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this CONTRACT, and in the event this CONTRACT is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this CONTRACT or any portion hereof against either party as the drafter of this CONTRACT.

N. Entire CONTRACT. This CONTRACT embodies the entire CONTRACT and understanding between the parties pertaining to the subject matter of this CONTRACT, and supersedes all prior CONTRACTs, understandings, negotiations, representations, and discussions, whether verbal or written, of the parties pertaining to that subject matter.

O. Binding Effect. The provisions of this CONTRACT shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

P. Counterparts. This CONTRACT 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 CONTRACT.

Q. Amendment and Waiver. This CONTRACT 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 CONTRACT to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this CONTRACT shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this CONTRACT. No waiver by any party of a breach of any provision of this CONTRACT shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

R. Attorney's Fees and Costs. If the City is required to take legal action to enforce this contract, the ENGINEER agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.

S. Non-Waiver of Rights. Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.

T. Sovereign Immunity. Nothing in this CONTRACT shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

U. NON-ASSIGNMENT. The City and ENGINEER each bind itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this CONTRACT. The ENGINEER shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the City, which such consent shall be granted or denied solely at the City's sole discretion.

V. This CONTRACT is the final expression of the CONTRACT between the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or CONTRACTs. No representations, warranties, or stipulations, either oral or written, are not contained herein.

W. This CONTRACT constitutes the sole and complete understanding between the parties and supersedes all CONTRACTs between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this CONTRACT is enforceable unless agreed to in writing by both parties and incorporated into this CONTRACT.

[SIGNATURES FOLLOW THIS PAGE.]

CITY OF MOBILE, A Municipal
Corporation

By: _____
Spiro N. Cheriogotis
Its: Mayor

ATTEST:

By: _____
Its City Clerk
Print: _____

THOMPSON ENGINEERING, INC

By: Robert A. Harvey
Print: ROBERT A. HARVEY
Its: SOUTH INFRASTRUCTURE DIV. LEAD
Address: 2970 Cottage Hill Rd, Ste 190

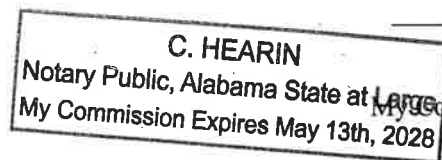
Mobile, AL 36606

Telephone: (251) 666-2443

STATE OF ALABAMA
CITY OF MOBILE

I, Courtney Hearin, a Notary Public in and for said State and County, hereby
certify that Robert Harvey, whose name as South Infrastructure Div. Lead
Thompson Engineering, Inc. is signed to the foregoing conveyance and who are known
to me acknowledged before me on this day, that, being informed of these contents of
the conveyance, he as such officer and with full authority, executed the same voluntary
on the day the same bears date.

Given under my hand and notarial seal on this the 24 day of February 2026



NOTARY PUBLIC

My Commission Expires: 5/13/26

EXHIBIT A: PROJECT LOCATION



PROJECT LOCATION

EXHIBIT B: PROJECT ESTIMATE

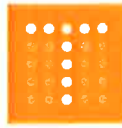
PROJECT –MOBILE RIVER FENDER SYSTEM REPLACEMENT,
City of Mobile Project No. **2026-3005-06** (See Exhibit A for location.)

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST - Total fees to be paid the
ENGINEER shall **not exceed \$250,000.00 (Two Hundred Fifty Thousand Three Dollars and Zero
Cents**, unless authorized by the CITY.

CITY DISTRICT: District 2

EXHIBIT C: PROPOSAL AND FEE SCHEDULE

ENGINEER'S SUMMARY OF HOURLY RATES



thompson

ENGINEERING

February 13, 2026

City of Mobile
205 Government Street
Government Plaza, 3rd Floor
Mobile, AL 36644

Attn: Guy E. O'Connor, PE, Project Manager
Guy.oconnor@cityofmobile.gov

RE: **Mobile River Fender System Replacement, Thompson Proposal No. 26-4110-0017**
Proposal for Professional Services for Design and Project-Specific Program Oversight – REV4

Dear Mr. O'Connor,

Thompson Engineering, Inc. (Thompson) is excited to propose on the Mobile River Fender System Replacement Project (Project). Upon completion of our comprehensive inspection of the fendering system situated along the Mobile River and adjacent City properties, including the Cruise Terminal and Maritime Museum, we have determined that the conditions are appropriate for proceeding with replacement efforts. At your request, we are providing a Statement of Work to assist the City of Mobile (City) with managing the overall Project, from design to project closeout.

Thompson Engineering has performed the design of numerous ship fender systems including the existing fender system at Mobile Landing, Pier C North Fender System for the Alabama State Port Authority, and the Dauphin Island Bridge fender system for ALDOT, to name a few. Robert Harvey, PE and Matthew Wahn, PE were the lead designers for these projects and have combined over 60 years of experience in the design of waterfront facilities along the gulf coast.

PROJECT DESCRIPTION

From our visual inspection of the existing fenders, we have determined that the rubber compression elements have reached the end of their useful life, and the steel and UHMW-PE components are deteriorating. Furthermore, based on the Carnival Valor coming to Mobile in May of 2027, the existing fenders are not adequate for berthing of the larger 110,000-ton vessel. Therefore, we recommend that the existing fender system be replaced with a larger fender system capable of berthing the new Post Panamax Conquest Class vessel.

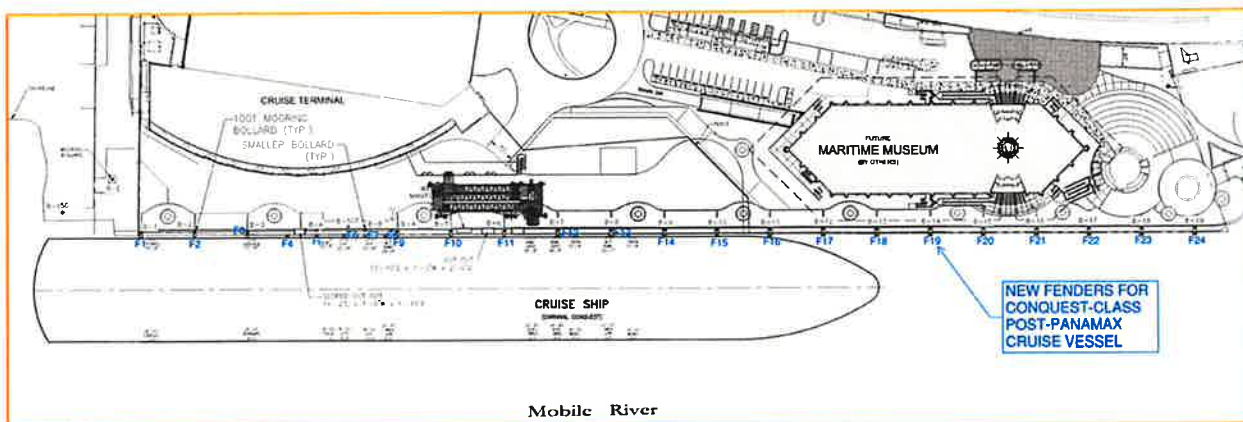
The current fenders are supported by the existing dock structure; accordingly, our proposal is to install new fenders utilizing the same support system. We understand that the Cruise Terminal will soon accommodate a larger and heavier vessel than those presently operating in Mobile. As a result, we will assess the energy absorption capabilities of the proposed fender systems to ensure they can adequately withstand the anticipated loads and pressures associated with the larger cruise ship.

Alabama | Florida | Georgia | Louisiana | Mississippi | North Carolina | Tennessee | Texas

2970 Cottage Hill Rd. Ste. 190 Mobile, AL 36606
thompsonengineering.com | 251.666.2443

Page 1 of 7

Additionally, we noted that the current timber fenders are in poor condition. Thompson will evaluate the timbers along the face of the dock and will provide repair for consideration as an add-alternate to the project construction documents.



STATEMENT OF WORK

This Statement of Work (SOW) defines the scope, objectives, and deliverables for Professional Design Services and Project-Specific Program Oversight services, encompassing contractor procurement, construction administration, and project closeout. The goal is to facilitate successful project delivery within the defined scope, schedule, and budget while upholding quality and compliance standards.

Due to the specific and specialized nature of this Scope of Work, DBE services are not anticipated to be utilized on this project

1 DESIGN PHASE SERVICES

1.1 Pre-Design

Thompson Engineering, Inc. will use data already obtained from visual inspections of the existing fendering systems, including underwater inspections, to define the project limits. We propose to perform additional inspections, specifically of the adjacent concrete areas, to determine the need for repairs. This specific inspection will be to assess the ability of the existing concrete and fender anchorage to support the new fender system. This will be better defined during the inspection, and we will coordinate with the City our findings with recommendations for anchorage of the new fender system.

Thompson will conduct kickoff, progress, and coordination meetings with City staff, facility managers, and stakeholders. We will develop and maintain a project schedule aligned with the May 2027 arrival of the Carnival Valor.

We will inventory fender types, layout, attachment systems, deterioration mechanisms, and adjacent structural/facility interfaces as well as collect as-built drawings, previous ROMs, survey data, and marine structure records, as may be available.

1.2 Final Design

Design effort will begin with the evaluation of the observed damage and will determine remaining service life of existing systems. We will analyze vessel impact loads in accordance with *AASHTO Guide Specification and Commentary for Vessel Collision Design of Highway Bridges* and determine required replacement or repair configurations for each “user” area (i.e., Cruise Terminal, Maritime Museum, others as identified). The fender system will be designed in accordance with the *2024 PIANC Fender Guidelines*. The new fender system will be designed for a post-Panamax Conquest-class cruise ship which includes the Carnival Valor vessel.

Thompson shall provide engineering design for the new fender system package, including:

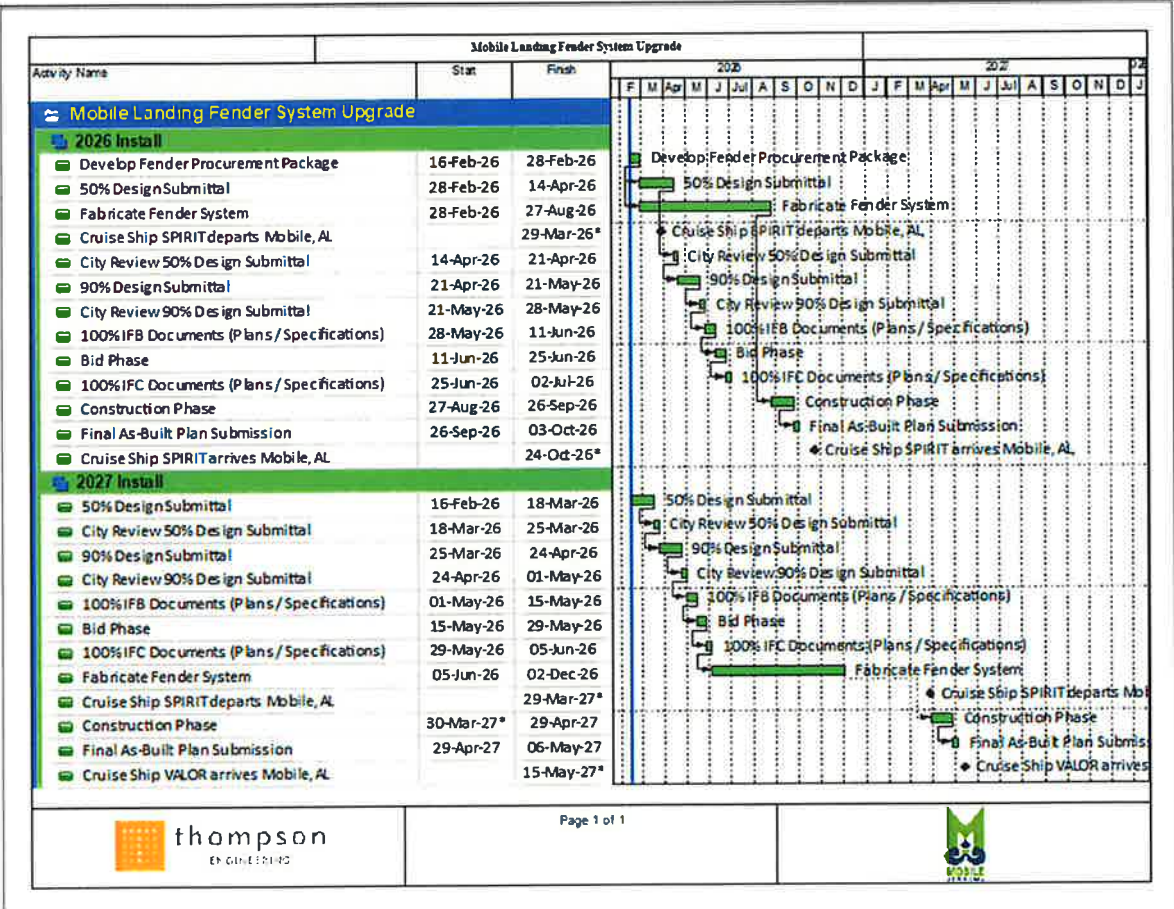
- General arrangement plans showing fender placement by facility.
- Structural design of fender panels, anchorages, connections, and energy-absorbing components (note: actual design of these fender components is delegated to be by the Manufacturer).
- Material specifications for steel, timber, rubber, fasteners, coatings, and hardware.
- Demolition details, showing removal limits for damaged components.
- Protection and staging requirements to maintain waterfront operations during construction.
- Safety and navigational considerations, including visibility, clearance, and vessel approach characteristics.
- Includes improvements to the existing timber fender systems.

Thompson will prepare design documents at the 50% and 90% progress stages for City of Mobile review. We will conduct design review meetings, as may be needed, with the City and stakeholders, including regulatory agencies. Final Issue for Bid (IFB) and Issue for Construction (IFC) documents will be developed to support the Construction Phase Services. Below is our anticipated project design and construction schedule.

The schedule illustrated below offers two options for the project. The first option completes the project in 2026 before the Carnival Spirit vessel arrives on October 24, 2026. Critical to this schedule is the procurement of the new fenders by early March. This window will provide the GC approximately 8 weeks for fender installation. Thompson recommends this option as it may also provide cost savings to the contract. The GC would be selected and under contract by the time the fenders arrive so the City would not have to manage the materials.

Since the fabrication and delivery of the fenders is estimated at 6 months, if the project waits to get a GC on board, there will not be adequate time for installation before the Carnival Spirit arrives. This second option will require installation of the fenders between late March and May 2027, only 6 weeks.

It is noted that the fenders typically cannot be installed between vessel operations because the new fenders will be larger and extend further out into the river than the existing fenders. A third option would be to work with the tug and vessel operators to strategically install fenders in locations that will work intermittently until all the fenders are installed. Planning for this option could be difficult and is not recommended.



1.3 Permitting Support

Thompson shall support the City of Mobile and Project needs by identifying federal, state, and local permit needs (e.g., USACE Section 10/404, ADCNR). We will prepare (if required) engineering exhibits and technical inputs required for permit submittals. This includes routine support during permit reviews and responding to regulatory comments. Please note, we currently do not believe state or federal regulatory permits will be necessary for the replacement of the fendering system. However, we will monitor the design results and advise the City should the need arise.

1.4 Outside Works Coordination

Thompson will manage coordination activities with the outside works stakeholders and/or AHJ to deliver the project. Thompson shall be primarily responsible for observing and reporting on progress of design and construction for external works that support the project, such as utility work. Thompson shall assist with negotiations with utilities that may be necessary, in collaboration with City.

1.5 Cost Estimating

Thompson has estimated that the Rough Order of Magnitude (ROM) construction cost for the required upgrade of the current fendering system is \$2,250,000, which is calculated at \$93,750 per fender. For the

Cruise Terminal, there are seventeen (17) fenders, resulting in an estimated ROM cost of \$1,593,000. Similarly, the Maritime Museum has seven (7) fenders, with an associated ROM construction cost of \$656,250. At this stage, Thompson recommends adding a 15% contingency on the costs indicated, resulting in an estimated construction cost of \$2,587,500.

Thompson will provide updated ROM and detailed opinion of probable construction cost at each design deliverable milestone, refining the preliminary cost per location, i.e., break out estimates by facility (“user”) as requested by the City.

Fees for Task 1: \$66,000 T&M, NTE

2 BID PHASE SERVICES

In support of Project-Specific Program Oversight, Thompson will assist the City in preparing Construction Bid documents and evaluating Value Engineering proposals submitted by contractors. Thompson will also facilitate Pre-Bid Meetings, assess proposals, and provide summaries of contractor selection recommendations. Before implementation begins, Thompson will review the City's procurement procedures to support the evaluation and selection process for contractors.

Additionally, Thompson will develop the Request for Proposals (RFP) to be issued through the City of Mobile's procurement system. The RFP will detail the Project scope, Milestone Schedule, and include IFB documentation generated during Task 1.2, as well as a draft version of the standard City of Mobile construction services contract. After an initial review period, Thompson will support the City during the Pre-Bid Conference by organizing the agenda, offering technical support throughout the Q&A session, and maintaining accurate minutes. Thompson will oversee and respond to Requests for Information (RFIs) throughout the bidding process.

Fees for Task 2: \$6,300 T&M, NTE

3 CONSTRUCTION PHASE SERVICES

Thompson proposes to provide Program Oversight services to support the Construction Phase of the Project. These services include:

3.1 Construction Management Services

3.1.1 Preconstruction Meeting

Prior to the contractor moving onto the Project site, Thompson together with City will hold a pre-construction meeting with the project team to discuss site rules and regulations, including safety and quality expectations. Minutes of the meeting are taken and distributed to all parties.

3.1.2 Project Management

Throughout the course of construction, Thompson will provide a Management Team comprised of project and field management staff for on-site management services required to meet the program objectives.

3.1.3 Construction Administration Services

Thompson will oversee the construction efforts of the contractor for compliance with the Final Design documents. Thompson will perform inspections of daily contractor activities as well as endeavor to provide efficient methods and processes to manage the construction of the Project.

Substantial completion inspections shall be conducted with City's designated representative to check conformance of the work with the requirements of the IFC Documents and to verify the accuracy and completeness. Substantial completion milestones will be defined in coordination with City and the contractor and shall not be limited to project completion milestones.

Thompson will document construction materials and test inspection results and reports. Test results shall be reviewed against the approved plans and specifications for pass/fail evaluations.

3.1.4 NPDES Inspections

Thompson will provide NPDES inspections to support the active ADEM NOI (obtained during final design phase if required) for the site and in accordance with the periods defined by the NOI, at a minimum monthly and after each significant rain event of 0.75" or greater in a 24-hour period, if required. Inspections will include site inspections, site documentation with photos and a written report by a QCI and preparation of a monthly BMP Inspection report signed by a QCP. Reporting and supporting documentation to be submitted to City for record keeping and submission to ADEM in accordance with ADEM and NOI requirements.

Note: Water quality testing is not included but can be provided on a Time & Material basis as needed with approval of a change order.

3.1.5 Progress Meetings & Reports

Throughout the Construction Phase, Thompson will hold weekly Owner-Architect-Contractor (OAC) meetings with City and the Contractor to address current and anticipated issues. Thompson will utilize a standard agenda and facilitate the meetings to endeavor to ensure consistent progress and timely resolution to critical issues.

3.1.6 Review of Contractor Pay Applications

Thompson will review monthly pay applications by the Contractor against construction progress and pay item count. This includes recommending payment by the City of Mobile and progress reporting against final budget and schedule.

3.2 Construction Materials & Testing

Thompson will perform the construction material testing and reporting on concrete, earthwork, and structural activities using our local labs and qualified inspection staff. Thompson will also supply Special Inspections in accordance with IBC requirements to include welding inspection and testing, should this be necessary. Should third-party construction inspection or testing activities be required for the Project, Thompson will coordinate with other entities that may be performing these activities such as utility connection testing and additional Special Inspections requested by the City.

3.3 Project Closeout and Turnover

3.3.1 Closeout Documentation

Thompson will coordinate and expedite the completion of contractor submittal requirements prior to contract closeout. Which may include the following items:

- Certificate of substantial completion
- Completion of punch list work
- Final payment application
- As-Built Drawings

3.3.2 Final Inspections

At the conclusion of corrective action of all punch list items and in conjunction with the contractor, Thompson and City will jointly make a final comprehensive review of the project to support milestone of project completion. Thompson will develop a report to City on acceptance of the work. Thompson will make recommendations as to acceptance of the work.

3.3.3 Coordinate As-Built Drawings

Changes approved during the construction phase are recorded on “mark-up” documents by the contractor as required by the construction contract. Thompson will support City in checking and monitoring as-built information. As-built drawings will be maintained at the project site and checked at each weekly OAC meeting. Thompson will collect the markups, validate, and provide the City with a final set of As-Built plans acceptable to the City.

	Fees for Task 3:	\$150,000 T&M, NTE
4 Additional Services	Fees for Task 4:	\$27,700 T&M, NTE
	Total Fees (NTE):	\$250,000 T&M, NTE

Thompson Engineering, Inc. greatly appreciates the opportunity to support this City with this project. Should you have any questions or require further information, please do not hesitate to call.

Sincerely,

Bryan Cooley, PE
Senior Engineer
Cc: Carleen Stout, City of Mobile


Robert A. Harvey, PE
Sr. Principal Engineer



Schedule of Fees & Services

The attached document is **CONFIDENTIAL**.

It is not to be reproduced or distributed without prior written approval.

The rates are effective January 1 - December 31, 2026.

The following document is confidential and NOT to be distributed without prior written permission.

The rates proposed are effective January 1 – December 31, 2026.

General Information

Quotations for specific projects and defined scopes of work will be provided upon request.

The following schedule of hourly fees are applicable for all time expended on a project including: preparation, site visits, portal-to-portal travel, on-site observations, consultation, research, engineering computations, preparation of drawings/specifications, and report production. The following schedule of unit fees will apply to all tests and other specific items as indicated. Consumable materials and specialized test fixtures/devices will be invoiced on a cost-plus basis.

Overtime charges at one point five (1.5) times the established rate will be applicable for services rendered between 12:00 AM Saturday and 11:59 PM Sunday, on company observed holidays (refer to employee handbook for list of company observed holidays), and on all overtime hours, as mandated by applicable federal labor laws. Emergency call-out (less than twenty-four-hour notice) will be subject to this same rate.

Standard fees allow for reproduction and mailing of a total of two copies of applicable project report. Additional copies will be charged at \$0.75 per page, plus photographic reproduction, where applicable.

Professional services rendered related to expert witness testimony (preparation, deposition and/or courtroom) concerning litigations shall be invoiced at two point zero (2.0) times the listed hourly fees and may require a retainer. Travel expenses and accommodations will be charged on a cost-plus basis.

Corporate Office:
2970 Cottage Hill Rd., Ste. 190
Mobile, Alabama 36606
(P) 251.666.2443
(F) 251.666.642

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1.0 Professional Fees

1.1 Personnel

Engineer

Senior Principal Engineer (code 003)	\$348.00/hr.
Principal Engineer II (code 008).....	\$312.00/hr.
Principal Engineer I (code 005).....	\$275.00/hr.
Senior Engineer III (code 052)	\$255.00/hr.
Senior Engineer II (code 051)	\$230.00/hr.
Senior Engineer I (code 050)	\$218.00/hr.
Project Engineer III (code 152)	\$180.00/hr.
Project Engineer II (code 151)	\$178.00/hr.
Project Engineer I (code 150)	\$160.00/hr.
Engineering Associate III (code 201)	\$138.00/hr.
Engineering Associate II (code 200)	\$120.00/hr.
Engineering Associate I (code 260)	\$115.00/hr.

Scientist / Geologist

Principal Scientist (code 311)	\$210.00/hr.
Senior Scientist (code 115).....	\$135.00/hr.
Staff Scientist III (code 165).....	\$118.00/hr.
Staff Scientist II (code 215).....	\$105.00/hr.
Staff Scientist I (code 270).....	\$96.00/hr.

Designer / Drafter

Senior Designer III (code 658)	\$177.00/hr.
Senior Designer II (code 657)	\$130.00/hr.
Senior Designer I (code 656)	\$117.00/hr.
Designer III (code 654)	\$115.00/hr.
Designer II (code 652)	\$110.00/hr.
Designer I (code 651)	\$85.00/hr.

Technician

Senior Materials Specialist (code 515)	\$140.00/hr.
Materials Specialist (code 514)	\$114.00/hr.
Senior Technician (code 506)	\$105.00/hr.
Technician III (code 503)	\$90.00/hr.
Technician II (code 502)	\$85.00/hr.
Technician I (code 501)	\$70.00/hr.

Inspector

Senior Inspector (code 706)	\$130.00/hr.
Inspector II (code 702).....	\$120.00/hr.
Inspector I (code 701).....	\$80.00/hr.

Specialist

Senior Specialist (code 399)	\$142.00/hr.
Staff Specialist III (code 299)	\$130.00/hr.
Staff Specialist II (code 351)	\$118.00/hr.
Staff Specialist I (code 271)	\$96.00/hr.
Field Assistant (code 500)	\$73.00/hr.

Project Manager

Principal Project Manager (code 001).....	\$292.00/hr.
Senior Project Manager (code 112).....	\$245.00/hr.
Project Manager (code 162).....	\$190.00/hr.
Project Coordinator II (code 250).....	\$120.00/hr.
Project Coordinator I (code 252).....	\$99.00/hr.

Consultant (Roofing, Safety, etc.)

Principal Consultant (code 002)	\$302.00/hr.
Registered Consultant (code 307).....	\$198.00/hr.
Senior Consultant (code 313).....	\$165.00/hr.
Project Consultant (code 309).....	\$160.00/hr.
Staff Consultant II (code 357).....	\$150.00/hr.
Staff Consultant I (code 359).....	\$105.00/hr.

Surveyor

Professional Land Surveyor II (code 604)	\$225.00/hr.
Professional Land Surveyor I (code 605)	\$176.00/hr.
Drone Data Processor (code 601)	\$120.00/hr.
Drone Pilot (code 602)	\$120.00/hr.
Surveyor, Party Chief (code 603).....	\$120.00/hr.
Surveyor, Instrument Man (code 606).....	\$82.00/hr.
Surveyor, Rodman (code 607)	\$67.00/hr.

Administrative

Documentarian II (code 797).....	\$145.00/hr.
Documentarian I (code 798).....	\$100.00/hr.
Administrative Assistant II (code 799).....	\$92.00/hr.
Administrative Assistant I (code 800).....	\$84.00/hr.

Schedule of Fees and Services

Thompson Engineering, Inc.

1.2 Professional Fees

1.2 Other Expenses

1. Automotive mileage (code A002)\$0.75/mile
2. 4-Wheel Drive (code A002a)\$0.85/mile
3. Boat (includes operator) Special Quote
4. Per Diem (Meals and Lodging) (code A004) \$175.00/person/day
Per Diem charge in High-Cost-of-Living areas is based upon actual cost plus 20%.
5. Photographs (reproduced within report or at client's request) (code A005)..... \$ 2.60 ea
6. Color Photocopies (code A006)\$3.15/ea
7. Large Drawing Plots
 - Monochrome Linework on bond \$1.00/Sq. Ft.
 - Size D (code A007a)\$5.19/ea
 - Size E (code A007b) \$10.39/ea
 - Long Plot (140x32) (code A007c) \$31.11/ea
 - 2 pc Super Plot (140x60) (code A007d) \$58.33/ea
 - 11x17 Reduction (code A007e)\$1.30/ea
 - Custom (Glossy 40x28) (code A007f) \$38.89/ea
 - Color Image on plain bond \$6.00/Sq. Ft.
 - Size D (code A007g) \$31.17/ea
 - Size E (code A007h) \$62.33/ea
 - Long Plot (140x32) (code A007i) \$186.67/ea
 - 2 pc Super Plot (140x60) (code A007j) \$350.00/ea
 - 11x17 Reduction (code A007k)\$7.79/ea
 - Custom (Glossy 106x36) (code A007m) \$185.50/ea
8. Direct non-salary expenseCost Plus 10%
9. Sub-Contractor markupCost Plus 15%

2.0 Geotechnical Engineering and Laboratory

2.1 Subsurface Exploration

Soil Test Borings - Drilling/Sampling Landside

1. Truck/Trailer Mounted Drill Equipment

- a. Mobilization (Loading yard equipment, crew transportation, equipment transfer) (code G947) \$500.00
Mileage (each way) (code G947a) \$5.40/mi
- b. Standard Penetration Test Borings - ASTM D1586
(Sampling every 5 feet - Splitspoon Sampler) By depth/ft

<u>Depth (Ft)</u>	<u>Footage Rate</u>
0-50	\$ 17.50/ft (code G910)
50-100	\$ 19.25/ft (code G911)
101-150	\$ 23.00/ft (code G912)
- c. Additional Splitspoon Sampling (code G945) \$24.25/ea
- d. Flight Auger Sampling/Drilling (code G915) \$13.00/ft
- e. Field Vane Shear (in-situ) – ASTM D2573-1 (code G639) . \$600.00/ea plus applicable drilling & engineering fees
- f. Undisturbed Thin Walled Tubes (3" OD) (code G916) \$80.00/atp
- g. Difficult Moving/Standby/Setup/Clearing (code G917) \$250.00/hr
- h. Grouting (code G950) \$7.00/ft
- i. All unit rates increase by 25% during overtime and weekend hours.

2. Track/ATV Mounted Drill Equipment

- a. Mobilization (Loading yard equipment, crew transportation, equipment transfer) (code G930a) \$675.00/ea
Mileage (each way) (code G947b) \$9.00/mi
- b. Standard Penetration Testing Borings - ASTM D1586
(Sampling every 5 feet - Splitspoon Sampler) By depth/ft

<u>Depth (Ft)</u>	<u>Footage Rate</u>
0- 50.....	\$ 18.25/ft (code G942)
50-100.....	\$ 20.25/ft (code G942a)
101-150.....	\$ 25.00/ft (code G942b)
Over 150 feet.....	Special Quote
- c. Additional Splitspoon Sampling (code G944) \$30.00/ea
- d. Flight Auger Sampling/Drilling (code G945a) \$13.50/ft
- e. Undisturbed Thin Walled Tubes (3" OD) (code G946) \$80.00/atp
- f. Difficult Moving/Standby/Setup/Clearing (code G938) \$325.00/hr
- g. Wash Borings - Tripod/Skid Rig Setups (Soft Soils) Up to - 40 Feet (code G948) \$325.00/hr
- h. Grouting (code G950) \$7.25/ft
- i. Setting Casing (code G078) \$17.50/ft
- j. All unit rates increase by 25% during overtime and weekend hours.

3. Marine Drilling

- a. Mobilization (Loading yard equipment, crew transportation, equipment transfer) (code D139) \$800.00/ea
Mileage (each way) (code DM) \$12.50/mi
 - b. Barge Day Rate without Drill Rig (code Barge) \$2,850.00/day
 - c. Barge Day Rate with Drilling Equipment (code G932a) \$7,250.00/day
 - d. Supporting equipment and crew day rate (code A035) \$1,200.00/day
 - e. Marine casing (code G080) \$19.50/ft
 - f. Marine setting grout (code G950) \$8.00/ft
 - g. All unit rates increase by 25% during overtime and weekend hours.
- | <u>Drilling Depth (Ft)</u> | <u>Footage Rate</u> |
|----------------------------|--------------------------|
| h. 0- 50..... | \$ 26.25/ft (code G942) |
| i. 51-100..... | \$ 28.50/ft (code G942a) |
| j. 101-150..... | \$ 31.50/ft (code G942b) |

Schedule of Fees and Services

Thompson Engineering, Inc.

4. CPT Soundings

- a. Mobilization (Loading yard equipment, crew transportation, equipment transfer) (code G918)\$600.00/ea
- b. Mileage (each way) (code G947c)\$10.50/mi
- c. Difficult Moving/Standby/Setup Clearing (code G918c).....\$420.00/hr
- d. CPT Sounding without pore pressure readings (code G918a)\$14.25/ft
- e. CPT Sounding with pore pressure readings and Seismic (1 seismic recording/meter unless directed otherwise) (code G918b)\$15.25/ft
- f. Grouting (code G950)\$7.75/ft
- g. All unit rates increase by 25% during overtime and weekend hours.
- h. Optional Day Rate (code G957)\$4,200.00/day
 - CPT Personnel & Equipment
 - Up to 10 hours/day
 - Regular business hours
 - Excludes mobilization, travel, per-diem and materials/consumables

2.1.1 Staff / Equipment Rates & Expenses

- 1. Crew Rates
 - Field Layout Crew (2 Men) (code G902)\$250.00/hr
- 2. Drill Crew & Equipment (Special projects by-the-hour)
 - Equipment-Portal-to-Portal
 - Truck/Trailer/Track/Tripod Drillrig (Three Man Crew) (code G406).....\$375.00/hr
 - Truck/Trailer/Track/Tripod Drillrig (Two Man Crew) (code G407)\$325.00/hr
- 3. Special Services
 - VibraCore Setup Quote provided upon request
 - ATV 4 Wheeler w/ Support Trailer (code G408)\$375.00/day
 - ATV Mule Side by Side w/Support Trailer (code G409)\$400.00/day
 - Overnight Per Diem Expenses (code G411).....\$175.00/day
 - Standby Time (code G412).....\$300.00/hr

Note: Off Shore and Special project quotations available upon request.

2.2 Laboratory Services

Standard fees are based on normal scheduling of laboratory operations. Samples submitted at times requiring overtime may require surcharge to standard fees presented herein. Whenever possible, we will gladly provide priority service and rapid turnaround needs.

2.3 Soils

2.3.1 Classification-Index Properties

- 1. Atterberg Limits (ASTM D-4318) (AASHTO T-89, T-90)
 - a. Plastic Limit and One (1) Point Liquid Limit (code G001).....\$45.00/ea
 - b. Plastic Limit and Three (3) Point Liquid Limit (code G002).....\$85.00/ea
- 2. Shrinkage Limit and Factors (ASTM D-427) (AASHTO T-92) (code G003)\$70.00/ea
- 3. Specific Gravity of Soils (ASTM D-854) (AASHTO T-100) (code G004)\$79.00/ea
- 4. Maximum Index Density, Dry (ASTM D-4253) (code G005)\$125.00/ea
- 5. Maximum Index Density, Wet (ASTM D-4253) (code G006).....\$120.00/ea

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6. Minimum Index Density (ASTM D-4254) (code T326)	\$62.00/ea
7. Classification (Including Required Tests)	
a. Highway Construction (ASTM D-3282) (code G010)	\$158.00/ea
b. Unified System (ASTM D-2487) (code G011)	\$158.00/ea
c. Peat (ASTM D-4427) (code G013)	\$190.00/ea
d. AASHTO (code G014)	\$155.00/ea
e. Topsoil (code T351)	\$125.00/ea

2.4 Physical Properties

2.4.1 Physical Properties (Inorganic Soils)

1. Moisture Content (ASTM D-2216) (AASHTO T-265) (code G020)	\$13.50/ea
2. Percent Solids (ASTM D-2216) (AASHTO T-265) (code G021)	\$13.50/ea
3. Unit Weight and Moisture Content; Undisturbed Samples (code G022)	\$40.00/ea
4. Particle Size Analysis	
a. Eight (8) Sieve and Hydrometer Analysis (ASTM D-422) (code G023)	\$125.00/ea
b. Eight (8) Sieve Analysis (ASTM D-422) (Including No. 200) (code G024)	\$70.00/ea
Additional Sieves (code G025)	Surcharge @ \$8.00/ea
c. Soil Finer Than No. 200 Sieve (ASTMD-1140) (AASHTO T-11) (code G026)	\$42.00/ea
d. Folk's Statistical Computations, Per Sample (code G028)	\$92.00/ea

2.4.2 Physical Properties (Organic)

1. Moisture Content (ASTM D-2974 Method II) (code G030)	\$13.50/ea
2. Ash, Organic Matter Content (LOI, ASTM D-2974) (code G031)	\$42.50/ea
a. Total Organic Carbon (FDER Method)	Cost plus 10%
3. Peat Material pH (ASTM D-2976)	Cost plus 10%
4. Organic Impurities (ASTM-C40) (code T332)	\$53.00/ea

2.5 Construction Design Properties

1. Standard Proctor Compaction Methods	
a. Five (5) Point, Method A & B (ASTM D-698, AASHTO T-99) (code G040)	\$ 100.00/ea
b. Five (5) Point, Method C & D (ASTM D-698, AASHTO T-99) (code G041)	*\$150.00/ea
Includes bulk specific gravity	
Additional charge for processing soils w/plasticity index greater than 20) (code G051)	\$68.00/ea
2. Modified Proctor Compaction Methods	
a. Five (5) Point, Method A & B (ASTM D-1557, AASHTO T-180) (code G042)	\$ 115.00/ea
b. Five (5) Point, Method C & D (ASTM D-1557, AASHTO T-180) (code G043)	*\$160.00/ea
c. Additional Points Upon Completion (code G044)	\$ 28.00/ea
*includes bulk specific gravity	
*additional charge for processing soils w/plasticity index greater than 20) (code G051)	\$64.00/ea
3. California Bearing Ratio - CBR (ASTM D-1883, AASHTO T-193)	
a. One (1) Point CBR/Proctor (Standard) (code G052)	\$190.00/ea
b. One (1) Point CBR/Proctor (Modified) (code G053)	\$190.00/ea
c. Three (3) Point CBR/Proctor (Standard) (code G045)	\$540.00/ea

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d. Three (3) Point CBR/Proctor (Modified) (code G046).....	\$540.00/ea
e. Five (5) Point CBR/Proctor (Standard) (code G047)	\$700.00/ea
f. Five (5) Point CBR/Proctor (Modified) (code G050).....	\$700.00/ea

2.6 Load-Deformation Properties

1. One-Dimensional Consolidation Potential (ASTM D-2435, AASHTO T-216, Including Unit Weight, Natural Moisture Content, Specific Gravity)
 - a. Standard 7-3, Load-Rebound Increments (code G060) \$405.00/ea
 - b. Additional Rebound-Load Cycle (code G061) Surcharge @\$72.00/ea
 - c. Additional Load Increments (code G062) Surcharge @\$48.00/ea
2. One-Dimensional Swell Potential (ASTM D-4546, Including Unit Weight, Natural Moisture Content, Specific Gravity)
 - a. Method A (code G063)..... \$405.00/ea
 - b. Method B (code G064)..... \$405.00/ea
 - c. Standard One-Dimensional Consolidation (code G065) Surcharge @\$240.00/ea
3. Unconfined Compressive Strength (ASTM D-2166, Including Unit Weight and Moisture Content and Mohr Stress Diagram; Exclusive of Stress-Strain Diagram)
 - a. Undisturbed Sample (code G066).....\$ 98.50/ea
 - b. Remolded Sample (code G067) \$115.50/ea
 - c. Molded Stabilized Soil Sample (code G068)..... \$172.00/ea
 - d. Miniature Penetration Test, 3 Trials (code G069)..... \$18.00/ea
4. Direct Shear Test (ASTM D-3080, Including Unit Weight, Moisture Content, Specific Gravity)
 - a. Undisturbed Sample: 3 Points Consolidated-Drained (G070) \$446.00/ea
 - b. Remolded Sample: 3 Points Consolidated-Drained (G071) \$402.00/ea
5. Triaxial Shear Tests (ASTM D-2850, Including Unit Weight, Moisture Content, Specific Gravity)

All tests for 3-point determination on 2.8 inch maximum diameter undisturbed or remolded specimens. In-house testing of chemically contaminated samples not included in schedule provided. Results presented as stress-strain data only with Mohr stress diagram for sample.

 - a. Unconsolidated-Undrained: UU 3 Pt. (code G080) \$327.50/ea
 - b. Consolidated-Undrained: CU 3 Pt.(code G081) \$1,102.50/ea
 - c. Consolidated-Drained: CD Special Quote
 - d. Triaxial Sample Pore Pressure Determinations (code G083)..... Surcharge..@\$110.00/sample
 - e. Unconsolidated Undrained (UU) One Pt. (code G084) \$131.00/ea
 - f. Unconsolidated Undrained (UU) One Pt. Re-molded (G084B)..... \$151.00/ea
 - g. Consolidated Undrained (CU) One Pt. (code G085) \$420.00/ea
6. Laboratory Miniature Vane Shear Test (code G086) \$23.00/ea
7. Torvane (code T365)\$5.00/ea
8. Pocket Penetrometer (code T366) \$11.00/ea
9. Calcium Carbonate (code G079)..... \$39.50/ea

2.7 Hydraulic Properties

1. Vertical Hydraulic Conductivity (Include unit weight, moisture content, specific gravity of solids. In-house testing of chemically contaminated materials or test with permeate other than water not included in schedule provided)
 - a. Fixed Wall Apparatus-Vacuum Saturation
 - Constant Head, Undisturbed Sample (ASTM D-2434, AASHTO T-215) (code G090) \$128.50/ea
 - Constant Head, Compacted Sample (ASTM D-2434, AASHTO T-215) (code G091)..... \$128.50/ea
 - Constant Head, Compacted Sample (ASTM D-4511) (code G092)..... \$128.50/ea
 - Falling Head, Undisturbed Sample (code G093) \$128.50/ea
 - Falling Head, Compacted Sample (code G094) \$128.50/ea
 - Falling Head, Peat Sample (code G095)..... \$128.50/ea
 - Additional Fluid Head Trials (code G096) Surcharge @ \$52.50/ea
 - b. Triaxial Flexible Wall - Back Pressure Saturation
 - Constant Head, Undisturbed Sample (ASTM D-5084, AASHTO T-215) (code G097) \$380.00/ea
 - Constant Head, Compacted Sample (ASTM D-5084, AASHTO T-215) (code G098)..... \$380.00/ea
 - Falling Head, Undisturbed Sample (code G099) \$300.00/ea
 - Falling Head, Compacted Sample (code G100) \$320.00/ea
 - Additional Fluid Head Trials (code G101) Surcharge @ \$ 60.00/ea
 - Porosity Determinations (ASTM D-2434) (code G102)\$ 68.00/ea
 - c. Corps of Engineer - One Dimensional Consolidation
 - 2 Load Increments, Falling Head (code G110)..... \$315.00/ea
2. Double-Hydrometer Dispersion Test (ASTM D-4221) (code G111)..... \$125.00/ea
3. Zone Settling Test
 - a. 8-Inch Diameter Column, 24-Hr Duration (U.S.C.E. DMRP) (code G112)..... \$803.00/ea
 - Extended Duration Column Test (code G113)..... Surcharge @ \$ 40.00/24 Hrs.
 - Solids Concentration Determination (TSS) (code G114) Surcharge @ \$ 23.00/ea
 - Settling Test on Additional Concentration, 24 Hr Duration (code G115)..... \$459.00/ea
 - Supernatant TSS vs. Elapsed Time Evaluation..... Special Quote
 - b. 1-Inch Diameter Column, 24-Hr Duration (code G116) \$69.50/ea

2.8 Physio-Chemical Properties

1. Laboratory Soil pH
 - a. Direct Contact Method (ASTM G-51)..... \$28.00/ea
 - b. 1:1, Distilled Water:Soil Solution Cost Plus 10%
2. Laboratory Soil Resistivity-Miller Soil Box (Include Moisture Content, Unit Weight and Temperature) (code G132) \$81.50/ea

General

- Minimum Soil Processing Fee (code G133)..... \$30.00/ea
- Sample Photography..... Special Quote
- PH Testing (Code G995)..... Special Quote

2.9 Aggregates

1. Unit Weight (ASTM C-29, AASHTO T-19)
 - a. Rodded, Jigged, or Shoveled (code G140a) \$64.50/ea
 - b. With Voids Determination (code G141) \$120.00/ea
2. Total Moisture Content (ASTM C-566, AASHTO T-255) (code G142)..... \$13.50/ea

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3. Surface Moisture, Fine Aggregate (ASTM C-70, AASHTO T-142) (code G143)	\$61.50/ea
4. Specific Gravity and Absorption	
a. Coarse Aggregate (ASTM C-127, AASHTO T-85) Bulk Specific Gravity and Absorption (code G144)	\$68.00/ea
b. Fine Aggregate (ASTM C-128, AASHTO T-84) Bulk Specific Gravity and Absorption (code G145)	\$79.00/ea
5. Particle Size Analysis	
a. Eight (8) Sieve Analysis (ASTM C-136, AASHTO T-27) (code G160)	\$70.00/ea
b. Finer Than No. 200 Sieve (ASTM C-117, AASHTO T-11)	
Coarse Aggregate (code G161)	\$44.00/ea
Fine Aggregate (code G162)	\$44.00/ea
c. Mineral Filler (AASHTO T-37) (code G163)	\$70.00/ea
d. Additional Sieves (code G164)	Surcharge @ \$8.00/ea
6. Clay Lumps and Friable Particles (ASTM C-142, AASHTO T-112)	
a. Fine Aggregate (code G165)	\$71.00/ea
b. Coarse Aggregate (code G166)	\$111.00/ea
c. Calcium Carbonate Content (ASTM D-4373) (code G167)	\$58.00/ea
7. Organic Impurities (ASTM C-40, AASHTO T-21) (code G180)	\$53.00/ea
8. Soundness by Magnesium or Sodium Sulfate Solution	
a. (ASTM C-88, AASHTO T-104) 5 Cycles (code G181)	\$400.00/ea
b. (ASTM C-88, AASHTO T-104) Each Additional Cycle (code G182)	Surcharge @ \$64.00/Cycle
9. Soundness by Freeze-Thawing	
a. (AASHTO T-103) 10 Cycles (code G183)	\$360.00/ea
b. (AASHTO T-103) Each Additional Cycle (code G184)	Surcharge @ \$64.50/Cycle
10. Staining Materials, Lightweight Aggregate (ASTM C-641) (code G190)	\$125.00/ea
11. Scratch Hardness of Coarse Aggregate (AASHTO T-189) (code G191)	\$101.00/ea
12. Resistance to Abrasion	
a. Small Size Coarse Aggregate (ASTM C-131, AASHTO T-96) 500 REV (code G192)	\$300.00/ea
b. Large Size Coarse Aggregate (ASTM C-535) 1000 REV (code G193)	\$381.00/ea
13. Specification for Concrete Aggregates (Complete)	
a. Fine Aggregate (ASTM C-33)	Special Quote
b. Coarse Aggregate (ASTM C-33)	Special Quote
c. Alabama Highway Department (Section 801)	Special Quote
14. Lightweight Pieces in Aggregate (ASTM C-123) (code G203)	\$215.00/ea
15. Flat and Elongated Pieces in Aggregate (COE CRD-C-119) (code G204)	\$98.50/ea

2.10 On-Site Laboratory / Lab Equipment

1. Mobilization (code A020a)	\$3,000.00/ea
2. Demobilization (code A020a)	\$3,000.00/ea
3. Rental (code A020)	\$3,000.00/month

Note: Utilities and water to be furnished by Client. If utilities are unavailable, a special quote for self contained utilities is to be furnished once project site set-up specifics are determined

3.0 Construction Materials Testing

3.1 Bituminous Materials (Asphalt)

3.1.1 Field Inspection and Testing

Recording pertinent job site conditions and testing will be charged at hourly rates, portal to portal, and unit pricing per test fees presented below. Expense costs contained in the "miscellaneous expenses" sections of the schedule of fees will also apply.

1. Technician - see rates on page 3.
2. Asphalt Cores 4" diameter (Minimum of 3) (code T648) \$36.50/ea
3. Nuclear Density Testing (code P019) \$20.50/ea

3.1.2 Laboratory Analysis

1. Resistance to Plastic Flow Using Marshall Apparatus (ASTM D-1559)..... Special Quote
2. Quantitative Extraction of Bitumen Test (ASTM D-2171)..... Special Quote
3. Density Test of Asphalt Core Samples (ASTM D-1188)..... Special Quote
4. Design and Verification of Asphalt Mix
 - a. Initial Mix..... Special Quote
 - b. Each Additional Special Quote

3.1.3 Bituminous Materials

1. Specific Gravity of Semi-Solid Bituminous Material (ASTM D-70).....Special Quote
2. Bulk Specific Gravity of Bituminous Material/Relative Density
 - Paraffin Coated Specimens (ASTM D-1188)Special Quote
 - Saturated Surface Dry Specimens (ASTM D-2726)..... Special Quote
3. Maximum Theoretical Specific Gravity (ASTM D-2041)..... Special Quote
4. Bitumen Content, Carbon Disulfide Method (ASTM D-4)..... Special Quote
5. Quantitative Extraction of Bitumen (ASTM D-2172) Special Quote
6. Resistance to Plastic Flow, Marshall Apparatus, (ASTM D-1559) Set of Three (3) Special Quote
7. Percent Air Voids in Compacted Paving Mixtures (ASTM D-3203).....Special Quote
8. Effect of Water on Cohesion of Compacted Bituminous Mixture (ASTM D-1075) Set of Four (4) Special Quote
9. Compressive Strength (ASTM D-1074) Set of Three (3)..... Special Quote
10. Degrees of Bituminous Aggregate Particle Coating (ASTM D-2489) Special Quote
11. Index of Aggregate Particle Shape and Texture (ASTM D-3398) Test Per Size Fraction.....Special Quote
12. Permeability of Bituminous Mixtures (ASTM D-3637)
 - Laboratory Compacted Mix.....Special Quote
 - Field Procured Core..... Special Quote
13. Design and Verification of Asphalt Mix
 - Initial Special Quote
 - Each Additional..... Special Quote

3.2 Concrete

3.2.1 Field Inspection and Testing

Recording pertinent job site conditions and testing will be charged at hourly rates, portal to portal, and unit pricing per test fees presented below. Expense costs contained in the "miscellaneous expenses" sections of the schedule of fees will also apply.

1. Technician - see rates on page 3.
2. Cylinder test specimen (includes Slump, Air Test and Temperature per ASTM C-31) (code P009a) \$12.50/ea
3. Additional Slump Testing (ASTM C-143) (code P009b)..... \$12.50/ea
4. Additional Air Test (ASTM C-173 and C-31) (code P009c) \$12.50/ea
5. Beam Test Specimen (includes Slump, Air Test and Temperature per ASTM C-31) (code P019d) \$23.50/ea

3.2.2 Laboratory Testing

1. Curing in Moist Room (ASTM C-511) and Testing of Specimen and Reporting of Results
 - a. Compressive Strength of Concrete Cylinders 6"x12" Test Specimens (ASTM C-39) - Up to Set of Four

Strengths up to 6000 psi (code T617).....	\$58.50/set
Each additional cylinder after set of four (code T600).....	\$15.00/ea
High Strength, 6000 psi and above (code T655)	\$86.00/set
Each additional cylinder after set of four (code T655a).....	\$22.00/ea
 - b. Compressive Strength of Grout Cubes 2"x2" Test Specimen (ASTM C-942) –

Up to Set of Four (code T656)	\$58.50/set
Each additional cube after set of four (code T656a).....	\$15.00/ea
 - c. Tensile Strength of Concrete Cylinder 6"x12" Test Specimen (ASTM C-496) (code T603)
 \$40.00/ea |
 - d. Flexural Strength of Concrete Beam 6"x6"x20" Test Specimen (ASTM C-78) –

Up to Set of Four (code T604).....	\$135.00/set
Each additional beam after set of four (code T604a).....	\$38.00/ea
 - e. Compressive Strength of Masonry Units (ASTM C-140) (code T605).....
 \$41.00/ea |
 - f. Masonry Prisms (code T722)
 \$78.50/ea |
 - g. Swiss (Schmidt) Rebound Test (ASTM C-805) (code T775)
 \$78.50/hr |
2. Diamond Core Drilling (ASTM D-2113)
 - a. Concrete (diameter/inch depth).....
 Special Quote |
 - b. Steel (diameter/inch depth)
 Special Quote |
 - c. Preparation of Drilled Core Sample (diameter/inch depth).....
 Special Quote |
 - d. Compressive Strength of Core Sample (ASTM C-42) (code T725).....
 \$38.50/ea |
 - e. Standby Time (code T726)
 \$60.50/hr |
3. Reinforcement Steel Inspection (R-Meter) (code I058).....
 \$80.00/hr |
4. Windsor Probe Test (plus \$26.00/Set of 3 shots) (code I058a)
 \$80.00/hr |

3.2.3 Laboratory Analysis

1. Concrete Mix Design (Sieve Analysis, Dry Unit Weight and Specific Gravity of Fine and Course Aggregates -Color Plate of Fine Aggregates - Three (3) Point Curves - Engineering Design - Six (6) Proof 4"x8" Cylinders)
 - a. Initial Mix (code T606)
 \$385.00/ea |
 - b. Each Additional (code T606a)
 \$290.00/ea |
2. Concrete Mix Verification - Six (6) Proof 4"x8" Cylinders (code T620).....
 \$255.00/ea |
3. Light Concrete Mix Verification (Sieve Analysis, Dry Unit Weight and Specific Gravity and Color Plate of Fine Aggregates -Six (6) Proof 4"x8" Test Cylinders)
 - a. Initial Mix (code T607)
 \$355.00/ea |
 - b. Each Additional (code T607a)
 \$325.00/ea |
4. Flexural Concrete Pavement Design (Sieve Analysis, Dry Unit Weight and Specific Gravity of Fine and Coarse Aggregates - Color Plate of Fine Aggregates - Three (3) Point Curves - Engineering Design - Six (6) Proof 6"x6"x20" Beams)
 - a. Initial Mix (code T612)
 \$411.00/ea |
 - b. Each Additional (code T612a)
 \$350.50/ea |
5. Flexural Concrete Pavement Verification Mixes (code T608)
 \$355.50/ea |
- (Mixes Batched to Client's design not meeting plastic requirements are discarded) (code T608a).....
 \$150.00/ea |

Schedule of Fees and Services
Thompson Engineering, Inc.

6. Verification of Grout Mix Design (Sieve Analysis, Dry Unit Weight and Specific Gravity of Fine Aggregates – Color Plate of Fine Aggregates - Six (6) Proof 2"x2" Cubes) (code T627) \$235.00/ea
7. Time of Setting of Concrete Mixtures by Penetration Resistance (ASTM C-403-80)
 - a. Initial Time of Set, First Mix (code T613) \$235.00/ea
 - b. Initial Time of Set Each Additional Mix (code T614) \$180.00/ea
 - Note: Initial and Final Set Charged at the Above Rates Plus Applicable Technician Time for Over 4.0 Hours
 - c. Initial Time of Set Performed with Strength Tests (code T615) \$180.00/ea
 - d. Additional Initial Time of Sets with Additional Consecutive Strength Tests (code T616) \$135.00/ea
8. Cement Content of Hardened Portland Cement Concrete (ASTM C-85) Special Quote
9. P.H. and Soluble Salts (Chloride, Sulfates, etc.) Special Quote
10. Microscopical Determination of Air Void Content and Parameters of the Air Void System in Hardened Concrete (ASTM C-457, CRD C-42)
 - a. Air Content Only (Includes Preparation and Polishing)
 1. Initial Surface..... Special Quote
 2. Additional Surface Special Quote
 - b. Air Content, Specific Surface, Spacing Factor
 1. Initial Surface..... Special Quote
 2. Additional Surface Special Quote
11. Splitting Tensile Strength of Cylindrical Concrete Specimens (Sawing Extra) (ASTM C-496) (code T633)... \$52.50/ea
12. Packages, Dry, Combined Materials for Mortar and Concrete (ASTM C-387)
 - a. Mortar for Unit Masonry Includes Yield, Bag Weight, Air Content, Water Retention, Compressive Strength (code T704)..... \$210.50/ea
 - b. Concrete Mix Includes Yield, Air Content, Compressive Strength Bag Weight (code T704a)..... \$268.00/ea
13. Static Modulus of Elasticity and Poisson's Ratio of Concrete in Compression (code T635) \$75.00/ea

3.3 Cement

1. Complete Physical and Chemical Testing of Portland Cement (ASTM C-150) Special Quote
 - a. Physical Only (Does not Include Optional) Special Quote
 - b. Chemical Only (ASTM C-114) Special Quote
2. Test for Time of Setting of Hydraulic Cement by Vicat Needle (ASTM C-191) (code T802) \$115.50/ea
3. Test for Fineness of Portland Cement by Air Permeability Apparatus
 - ASTM C-204 (code T804) \$105.00/ea
 - 325 Sieve (code T804a) \$86.50/ea
4. Test for Compressive Strength of Hydraulic Cement Mortar Using 2 Inch Cube Specimens (ASTM C-109)
 - a. 6 Cubes 2 Ages (code T800) \$161.00/ea
 - b. 6 Cubes 3 Ages (code T800a) \$172.00/ea
 - c. Additional 3 Cubes (code T800b) \$58.00/ea
5. Tests for Air Content of Hydraulic Cement Mortar (ASTM C-185) (code T805) \$74.50/ea
6. Test for Time of Settling of Hydraulic Cement by Gillmore Needles (ASTM C-266) (code T803) \$81.00/ea
7. Test for Tensile Strength of Cement (ASTM C-190) (code T801) \$46.00/ea

Schedule of Fees and Services
Thompson Engineering, Inc.

8. Test for Autoclave Expansion of Portland Cement (ASTM C-185) (code T806).....	Special Quote
9. Normal Consistency (ASTM C-187) (code T807)	\$86.50/ea
10. Loss of Ignition (ASTM C-114) (code T808)	\$85.00/ea
11. Throw-Out Mixes (code T728).....	\$58.00/ea

3.4 Flyash

1. Complete Physical and Chemical (ASTM C-618 and C-311).....	Special Quote
a. Chemical Only (ASTM C-618)	Special Quote
b. Fineness (Blaine) (ASTM C-204) (code T901)	\$81.00/ea
c. Fineness (Wash 325) (ASTM C-430) (code T902)	\$69.50/ea
d. Autoclave (Expansion or Shrinkage)	Special Quote
e. Specific Gravity (ASTM C-188) (code T903)	\$68.00/ea
f. Loss on Ignition (ASTM C-114) (code T904)	\$68.00/ea
g. Pozzolanic Activity Index with Portland Cement - 2 Mixes 28 Day Break Only (code T906)	\$172.00/ea
h. Pozzolanic Activity Index with Lime (code T907)	\$172.00/ea

3.5 Masonry Mortar

1. Compressive Strength (ASTM C-270)	
6 Specimens (code T710)	\$161.00/ea
9 Specimens (code (code T711)	\$172.00/ea
2. Autoclave Soundness (ASTM C-151) (code T712).....	Special Quote
3. Water Retention (ASTM C-270) (code T713)	\$69.50/ea
4. Time of Setting (ASTM C-266) (Gilmore)	
a. 1 Mix 8.0 Hours or Less (code T714).....	\$81.00/ea
b. Additional Mix 8.0 Hours or Less (code T715).....	\$58.00/ea
<i>Note: Send 1 Unopened Bat</i>	
5. Complete ASTM C-276 (6 Cubes) (code T715a)	\$289.00/ea

3.6 Soils

3.6.1 Field Inspection

Recording pertinent job site conditions and testing will be charged at hourly rates, portal to portal, and unit pricing per test fees presented below. Expense costs contained in the "miscellaneous expenses" sections of the schedule of fees will also apply.

1. Technician - see rates on page 3.	
2. Nuclear Density Testing (ASTM D-2922) (code P019).....	\$18.50/ea
3. Moisture Test In-Place by Nuclear Methods (ASTM D-3017) (code P019a).....	\$13.50/ea
4. Sand Cone Density Test (ASTM D-1556) (code T940)	\$33.50/ea
5. Calcium Carbide Gas Pressure Test for Moisture (ASTM D-4944) "Speedy" (code T940a).....	\$6.00/ea
6. Sample Collection/Delivery <i>excludes Technician time</i> (code T940b)	\$14.50/ea
7. Hand Auger (ASTM D-1452) (code P115)	\$8.00/ft (up to 6 feet)
8. Dynamic Cone Penetrometer (ASTM D-3441) (code I071).....	\$9.00/ft (up to 6 feet)

3.6.2 Laboratory Analysis

1. Atterberg Limits - Liquid and Plastic Limits (ASTM D-4318) (code T301).....	\$75.00/ea
2. Clay Lumps and Friable Particles (ASTM C-142)	
Coarse Aggregates (code T411)	\$111.00/ea
Fine Aggregates (code T412)	\$75.00/ea
3. Los Angeles Abrasion (ASTM C-131) (code T422)	\$305.00/ea

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Thompson Engineering, Inc.

4. Materials Classification		
a. AASHTO (code G014)	\$155.00/ea	
b. ASTM D-3282 (code G010)	\$155.00/ea	
c. Unified (USCS) (code G011).....	\$155.00/ea	
5. Materials Finer than a No. 200 Sieve		
a. Soils (ASTM D-1140) (code G026).....	\$40.00/ea	
b. Aggregates (ASTM C-117)		
Fine Aggregates (code G162)	\$42.00/ea	
Coarse Aggregates (code G161).....	\$42.00/ea	
6. Modified Proctor Density Method A & B (code G042)		\$110.00/ea
Modified Proctor Density Method C & D (code G043)		\$158.00/ea
7. Moisture Content of Materials (ASTM D-2216) (code T300).....		\$13.50/ea
8. Particle Size Analysis (ASTM D-422) (code T303).....		\$125.00/ea
9. Relative Density of Soils (ASTM D-2049) (code G042a)		\$162.50/ea
10. Sieve Analysis (ASTM C-136) (code T400)		\$70.00/ea
11. Soil-Cement-Design and Verification (Materials Supplied by Client F.O.B. Lab)(code T354).....		Special Quote
12. Soundness of Aggregates (ASTM C-88) (code T414).....		\$400.00/ea
13. Specific Gravity of Soils (ASTM D-854) (code G004)		\$75.00/ea
14. Specific Gravity and Absorption of		
Coarse Aggregates (ASTM C-127) (code T405)		\$69.00/ea
Fine Aggregates (ASTM C-128) (code T406).....		\$78.50/ea
15. Standard Proctor Density Method A & B (code G040)		\$100.00/ea
Standard Proctor Density Method C & D (code G041)		\$150.00/ea
16. Unit Weight and Moisture Content of Materials (ASTM C-29) (code G140)		\$68.00/ea

3.7 On-Site Laboratory / Lab Equipment

1. Mobilization (code A020a) (within 200 miles)	\$3,000.00/ea
2. Demobilization (code A020a) (within 200 miles)	\$3,000.00/ea
3. Rental (code A020)	\$3,000.00/month

Note: Utilities and water to be furnished by Client. If utilities are unavailable, a special quote for self-contained utilities is to be furnished once project site set-up specifics are determined

4.0 Investigative Engineering and Consulting

4.1 Physical Testing

Five (5) Universal testing Machines are available and provide a broad range of compression and tensile testing capabilities. Loading ranges from 100 to 600,000 pounds are available utilizing these apparatuses.

Initial Set-Up (code I001).....	\$220.50
Machine Time (code I002)	\$166.00/hr
Report Time (code I003).....	\$ 88.00/hr

4.2 Paints

	<u>TMS</u>	<u>ASTM</u>	
Total Solids, Percent by weight of Paint		D2621	Special Quote
Pigment, Percent by weight of Paint	4021.1	D2698	Special Quote
Nonvolatile Vehicle, Percent by Wt. of Paint	4053.1	D2369	Special Quote
Weight per Gallon, LBS.	4184	D1475	Special Quote
Consistency; K.U.	4287	D562	Special Quote
Fineness of Grind	4411.1		Special Quote
Drying Time	4061.2		Special Quote
Direction Reflectance		E97	Special Quote
Gloss 60 Specular	6101.1		Special Quote
Dry Opacity	4121.1		Special Quote
Lead, percent nonvolatile	7060	D4834	Special Quote
Elco meter Pull-off adhesion			Special Quote
Heat Stability			Special Quote
Flexibility			Special Quote

4.3 Equipment Fees

Nilsson Resistance Meter (code I058b)	\$22.00/day
Portable Dynamic Cone Penetrometer (code I071a).....	\$22.00/day
Portable Dynamometer (code I072)	\$39.00/day
Barcol Hardness Impressor (code I081)	\$17.00/day
Durometer Hardness Gauges (code I082).....	\$17.00/day
Tooke Gauge (Paint Thickness) (code I083)	\$17.00/day
Positector (Paint Thickness) (code I084)	\$22.00/day
Calibrated Torque Wrench (code I092).....	\$27.00/day
Hunter Force Indicator (code I093)	\$27.00/day
Comton Fastener Tester (code I505).....	\$27.00/day
Dial Micrometers (code I103).....	\$11.00/day

4.4 Plastic (Fibrous Reinforced)

ASTM D638 (Tensile) (code I120)	\$446.00/set of 5
ASTM D790 (Flexural) (code I121).....	\$446.00/set of 5
ASTM D2584 (LOI/Resin Content) (code I122).....	\$100.00/set of 5
ASTM D2583 (Hardness) (code I123)	\$66.00/ea
ASTM D1621 (Compressive) (code I124).....	\$446.00/set of 5
ASTM D1622 (Density) (code I125)	\$100.00/set of 3

5.0 Environmental and Hydrogeological Services

Thompson's Environmental Group is comprised of a diverse team of professionals with significant knowledge and experience in environmental compliance and permitting, audits and assessments, engineering design, and monitoring and supervision of remedial activities. We are capable of managing matters involving site selection, assessment, planning and permitting, remediation, waste minimization, and regulatory compliance. We also provide stormwater pollution prevention plans (SWPPP) in accordance with the state environmental regulatory requirements, as well as furnish inspections and reporting. Furthermore, we provide formalized Qualified Credential Inspector (QCI) training programs (initial course with required renewals) that meet both state and transportation department requirements.

5.1 Subsurface Exploration

5.1.1 Groundwater Monitoring Wells

1. Drill Crew - 3 man (Portal-to-Portal) Special Quote
(Loadup, Mobilization, Decontamination, Sampling, Installation, Demobilization, Cleanup)
2. Direct Push – Investigations..... Special Quote
3. Hand Auger Sampling Special Quote
4. Abandonment – Inspection Special Quote
5. Asbestos – Surveying Special Quote
6. Lead Base Paint – Sampling/Testing Special Quote
7. Regulatory Compliance Special Quote
8. Environmental Engineering Special Quote
9. Safety Special Quote

Note: Bulldozer, clearing or special rental, protective safety gear, equipment or additional requested supplies/materials, permits to be provided by client or charged at cost plus 15%. Sites which require a high level of OSHA safety to be quoted on a project by project basis.

Client is responsible for location of core borings outside safe OSHA designated distances from above and underground utilities. Contaminated materials removed from the ground to be responsibility of client unless previously arranged. Hollow stem drilling/sampling operations conducted below water table are conducted at client's risk.

5.1.2 Field Equipment

1. Field Portable Gas Chromatograph (FID) (code E002) \$160.00/day
2. Field Organic Vapor Analyzer (PID) (code E003) \$115.50/day
3. Explosimeter/O₂ Meter (code E004) \$78.00/day
4. pH Meter, Cond. Meter (code E005) \$11.00/day
5. Andersen N6 Air Sampler (IAQ) (code I039)..... \$220.00/ea
6. Optical Survey Equipment (code I106)..... \$105.00/day
7. Well Development/Sampling Unit (Gen., Air Compressor, Accessories) (code E007)..... \$100.00/day
8. Field Decontamination Unit (Gen., Power Washer, Accessories) Special Quote
9. Pump Test Unit (Submersible Pump, Power & Flow Controls) (code E009) \$100.00/day
10. Monitoring well Evacuation Pump Special Quote
11. Metal Detector/Line Locator (code E011)..... \$66.00/day
12. 5kw Electrical Generator Unit (code E014) \$66.00/day
13. Well Sampling Expendables (Bailer Decon., Prot. Gear, etc.) (code E017) \$17.00/well
14. Water Level Detector (code E018) \$11.00/day

Schedule of Fees and Services
Thompson Engineering, Inc.
5.0 Environmental and Hydrogeological Services

15. Stormwater Sampling Instrumentation (Integrated rainfall gauge, flow measurement, and automatic sampler) (code E019).....	\$772.00/week
a. Workboat and 2 man crew	Special Quote
16. GPS (Sub-Foot Accuracy) (code E025)	\$20.00/day
Note: Additional specialized field equipment available through coordination with individual divisions' specialized services.	

Prices available upon request.

6.0 Building Envelope / Roof Consulting / Equipment

6.1 Roofing Materials Testing

ASTM D36: Softening Point of Bitumen.....	Special Quote
ASTM D146: Pliability of Roofing Felt.....	Special Quote
ASTM D146: Strength of Roofing Felt	Special Quote
ASTM D228: Asphalt Roll Roofing, Cap Sheets & Shingles:	
a. Pliability.....	Special Quote
b. Behavior on Heating.....	Special Quote
ASTM D1863: Mineral Aggregate Used on Built-Up Roofs:	
a. Gradation (Size)	Special Quote
b. Dust Content (%)	Special Quote
ASTM D1864:.....	Moisture in Built-Up Roof
Aggregates.....	Special Quote
ASTM D2823:.....	Asphalt Roof Coatings:
a. Uniformity.....	Special Quote
b. Consistency (Stormer Viscometer)	Special Quote
c. Nonvolatile Matter	Special Quote
d. Behavior at 140° Fahrenheit	Special Quote
e. Pliability at 32° Fahrenheit	Special Quote
f. Water (percent).....	Special Quote
g. Residue by Evaporation.....	Special Quote
ASTM D2829:	Analysis of Built-Up Roof Samples (Surfaced):
a. 12" x 12" Sample	Special Quote
b. 4" x 40" Sample	Special Quote
ASTM D3617:	Analysis of Built-Up Roof Samples (Unsurfaced):
a. 12" x 12" Sample	Special Quote
b. 4" x 40" Sample	Special Quote
ASTM E515:.....	Field Leak testing of Seams
(Single Ply Membranes).....	Special Quote
Nuclear Roof Moisture Survey	Quote Available Upon Request
Infrared Roof Survey.....	Quote Available Upon Request

Prices for specific tests of polymeric single ply membrane materials available on request.

6.2 Equipment Fees

Infrared Camera for Roof Survey (code I065)	\$250.00/day
Nuclear Roof Moisture Gauge (code I060)	\$150.00/day
Roof Uplift Chamber (code I099)	\$200.00/day
Window Spray Testing Equipment (code I035)	\$200.00/day
Interior Air Chamber Materials (code I079)	\$100.00/ea
Rappelling Equipment (code I142)	\$100.00/day
Fastener Pull Resistance Tester (code I505a)	\$50.00/day
Roof Moisture Meter (code I011)	\$25.00/day
Wall Moisture Meter (code I012).....	\$20.00/day
Concrete Moisture Meter (code I013)	\$20.00/day

Schedule of Fees and Services

Thompson Engineering, Inc.

6.0 Building Envelope / Roof Consulting / Equipment

Troxler Nuclear Gauge Model 3216 (code I060).....	\$150.00/day
Holiday (Void) Meter (code I 217)	\$45.00/day
Hygrometers Analog (code I062).....	\$20.00/day
Psychrometer (code I061)	\$20.00/day
Anemometer (code I117)	\$10.00/day
Borescope (code I116)	\$40.00/day
Digital Caliper (code I118).....	\$10.00/day
Moisture Detector - Probe (code I41)	\$20.00/day
Delmhorst G30 & DP Moisture Detectors (code I41)	\$22.00/day
Coating Mil Thickness Gauge (NACE Standards) (code I084a)	\$20.00/day

7.0 Surveying

Registered/Professional Land Surveyor II (code 604)	See Section 1.1 Personnel
Registered/Professional Land Surveyor I (code 605)	See Section 1.1 Personnel
Drone Data Processor (code 601)	See Section 1.1 Personnel
Drone Pilot (code 602)	See Section 1.1 Personnel
Surveyor, Party Chief (code 603)	See Section 1.1 Personnel
Surveyor, Instrument Man (code 606)	See Section 1.1 Personnel
Surveyor, Rodman (code 607)	See Section 1.1 Personnel
Two-man Crew	\$200.00/hr.
Three-man Crew	\$250.00/hr.

Equipment List:

- Trimble R12 and Spectra Precision’s SP80 Real Time Kinematic GNSS Receivers
- Trimble tsc7 Data Collectors
- Trimble S5 Robotic Total Station
- Trimble Dini Digital Levels

7.1 Aerial Survey (Drone) Equipment

Lidar (code S200)	\$1,250.00/day
Photogrammetry (code S201)	\$1,000.00/day

8.0 Subsurface Utility Engineering

8.1 NDE / Ground Penetrating Radar

Mileage (code A002).....	See Section 1.2 Other Expenses
Per Diem (code A004)	See Section 1.2 Other Expenses
Non Salary Expense (Consumables)	Cost +10%
Metal Detector/Line Locator (code E011).....	\$75.00/day
GPR Equipment (Voids and Utilities) (code G430).....	\$300.00/day
GPR Day Rate	Special Quote
Survey of Exploration Results	Special Quote
Mapping of Exploration Results	Special Quote

8.2 Advanced Exploration

5kw Generator (code E014).....	\$100.00/day
Diamond Core Drilling.....	Special Quote
Hand Auger (ASTM D-1452) (code P115)	\$8.00/foot
Borescope (code I116)	\$100.00/day
DCP (ASTM D-3441) (code I071).....	\$9.00/foot
Optical Survey Equipment (code I06)	\$115.00/day
Sample Collection (code T940b).....	\$15.00/ea
GPS (code E025).....	\$30.00/day
Pneumatic Probing.....	Special Quote
Pneumatic/HydroExcavation (Potholing/Trenching).....	Special Quote

9.0 Guidance and General Notes

9.1 Sample Submission

Guidance is provided herein for materials submitted to the laboratory to assure efficient response, accountability, sample integrity, and safety of laboratory personnel. Proper handling of material test samples is critical to the generation of meaningful results.

All material samples should be clearly identified and labeled including client name, sample number, and date/time submitted. Written instructions should be provided which clearly illustrate test and time requirements.

To ensure the health and safety of laboratory personnel and care of laboratory equipment, it is requested that identification include any awareness of sample contamination due to foreign organic and/or inorganic matter. Bulk soil samples (e.g. moisture-density and maximum-minimum index density tests) may be submitted in bound canvas (or plastic) bags, plastic (or metal) buckets with lid, or other similar container with identification of individual samples placed upon or into such container. Disturbed soil samples representative of in-situ substrata should be submitted in moisture-tight plastic or glass sealed containers with identification of individual samples clearly printed upon the exterior.

Undisturbed soil samples should be submitted in sealed thin-wall Shelby sampler tubes or within sealed rigid containers if previously extruded. Undisturbed soil samples and cores should be delivered in a vertical position with consideration to minimize sample vibration and exposure to heat. All soil samples representative of in-situ substrata and submitted to the laboratory should include sample depth (below existing ground surface) and Standard Penetration Resistance values, if applicable.

Excess (or unused) material samples obtained by us or submitted by the client for laboratory analysis are normally archived for a minimum period of 60 days following the date of project test completion unless custody is transferred at the request of the client or additional archive period is specifically requested by the our Engineer-In-Charge or client. Excess sample material may be returned to the client at their request and expense. Samples contaminated with matter meeting Federal and/or State Classification as a hazardous waste must be retrieved by the client at their expense.

9.2 Laboratory Analyses Procedures

Material test procedures listed are performed in accordance with accepted methodologies (Department of the Army, Corps of Engineers; American Society of Testing Materials, ASTM; and American Association of State Highway and Transportation Officials, AASHTO) and are referenced herein. Where such procedures dictate, requested tests of soil samples having insufficient amount of soil by weight or volume, and requested tests upon undisturbed soil samples having inclusions or evidence of disturbance or other physical qualities which indicate the sample to be unsuitable for development of meaningful results, the specific test(s) may not be performed and the client will be charged a minimum soil processing fee as provided herein.

Testing of materials for which there exist no current standards or standard test procedural modifications as authorized by the client for specific material requirements (e.g. samples containing hazardous waste as described) will be performed based upon actual time plus expenses. Contract prices are quoted upon request.

EXHIBIT D: ENGINEER'S FEE DISBURSEMENT SCHEDULE

Design Phase

50% Submittal.....\$ 35,000.00
90% Submittal.....\$ 25,000.00
100% Submittal.....\$ 6,000.00

Pre-Bid to Pre-Construction Phase.....\$ 6,300.00

Construction Phase\$ 150,000.00

Base Contract Amount \$ 222,300.00

Additional Services (If requested in writing by the City Engineer).....\$ 27,700.00

Total Contract Amount including Additional Services \$ 250,000.00

EXHIBIT E: PROJECT CLOSEOUT CHECKLIST

The following items must be submitted to the CITY for PROJECT closeout:

- Engineers Field Book
- Pictures of PROJECT site before, during & after construction
- As-built Drawings
- Copy of Contract Documents:
 - Advertisement for Bids
 - Instructions to Bidders
 - Contractor Proposal
 - Contractor Bid Bond
 - Contractor Labor & Materials Bond
 - Contractor Performance Bond
 - Certificate of Contractor's & Subcontractor's Insurance
 - Special Provisions
 - Articles of Agreement
 - Supplemental Specifications
 - PROJECT Sign Detail
 - Addendums
- INSPECTOR's Daily Reports
- Correspondence affecting Construction
- Quantity & Payment Documentation
 - Documents showing final quantities & payment
 - Product Specifications, if applicable
- All Haul Tickets
 - Separated by pay items & date. Then labeled with date, pay item #, total quantity for that day, & total quantity to date.
- All Test Reports
- CADD files of drawings
- Pdf's of drawings

EXHIBIT F: INSURANCE CERTIFICATIONS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/19/2026

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 Arthur J. Gallagher Risk Management Services, LLC 760 Howard Avenue, 2nd Floor P. O. Box 250 Biloxi MS 39530	CONTACT NAME: Patty Savage PHONE (A/C, No, Ext): 800-277-0856 E-MAIL ADDRESS: Patty_Savage@ajg.com FAX (A/C, No): 228-863-1957
INSURED Thompson Engineering Inc. 2970 Cottage Hill Rd Ste 190 Mobile AL 36606	INSURER(S) AFFORDING COVERAGE INSURER A: Beazley Insurance Company, Inc. INSURER B: Travelers Property Casualty Company of America INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES	CERTIFICATE NUMBER: 626235747	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 CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED ☒ RETENTION \$ 10,000		Y	Y	CUP-8S426870-26-NF	2/1/2026	2/1/2027 EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	N/A			PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		Y		C1D697261001	2/1/2026	2/1/2027 Per Claim Aggregate \$2,000,000 \$2,000,000

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

NOTE: Umbrella Coverage above; policy number CUP8S42687026NF through Travelers Property Casualty Co of America is excess coverage over General Liability policy number GLO3534778-04, Auto Liability policy number BAP3534779-04, and Employers Liability policy number WC3534777-04 written through Zurich American Insurance Company effective 2/1/2026 to 2/1/2027. Umbrella is follow form these policies.

RE: Project 2026-3005-06; Mobile River Fender System Replacement

Umbrella is follow form the additional insured and waiver of subrogation, Primary and non-contributory wording and cancellation endorsements of the underlying GL, AL and EL policies. The professional policy provides waiver of subrogation when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile P. O. Box 1827 Mobile AL 36633 United States	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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IMPORTANT NOTICE ABOUT HOLD HARMLESS AND INDEMNIFICATION AGREEMENTS

While insurance policies may respond to certain contractual assumption of liability or responsibility (Hold Harmless/Indemnification Agreements/Clauses), such policies are not broad enough to transfer or fund all assumed exposures. In addition, insurance policies have monetary limits that apply to covered claims. Our receipt of hold harmless/indemnification agreements and issuance of certificates of insurance is not validation that all conditions of the hold harmless/indemnification agreement have been met. Most assumption of risk agreements/clauses are broader than the terms and conditions of insurance policies.

IMPORTANT NOTICE ABOUT AUTOMATIC STATUS ADDITIONAL INSURED/WAIVERS

The certificate of insurance may represent that Additional Insured &/or Waiver status is included when required by written contract. In order for Additional Insured &/or Waiver status to be triggered in this case, there must be a written and executed contract between the insured and the person(s) or organization(s) for which Additional Insured &/or Waiver status is required.



THOMENG-01

KCROSBY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/19/2026

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 PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	CONTACT NAME: Kirsten Crosby PHONE (A/C, No, Ext): (334) 386-3968 FAX (A/C, No): E-MAIL ADDRESS: kcrosby@turnerfirst.com <table><tr><td>INSURER(S) AFFORDING COVERAGE</td><td>NAIC #</td></tr><tr><td>INSURER A: Zurich American Insurance Co.</td><td>16535</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Insurance Co.	16535	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Zurich American Insurance Co.	16535														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Thompson Engineering, Inc. 2970 Cottage Hill Road, Ste. 190 Mobile, AL 36606															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab. ☒ XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	GLO 3534778-04	2/1/2026	2/1/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	BAP 3534779-04	2/1/2026	2/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y/N ☐ N/A If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC 3534777-04	2/1/2026	2/1/2027	☒ 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
A	Auto Physical Damage			BAP 3534779-04	2/1/2026	2/1/2027	Various deductibles

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROJECT - Mobile River Fender System Replacement, City of Mobile Project No. 2026-3005-06

City of Mobile is named additional insured on a primary and noncontributory basis as respect General Liability and Automobile Liability where required by written contract. A waiver of subrogation applies in favor of City of Mobile as respect General Liability, Automobile Liability, and Workers Compensation where required by written contract. Thirty (30) days written notice of cancellation applies where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Mobile P. O. Box 1827 Mobile, AL 36633	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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**EXHIBIT G: E-VERIFY AFFIDAVIT, E-VERIFY REGISTRATION PRINTOUT, AND
SECRETARY OF STATE REGISTRATION**

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

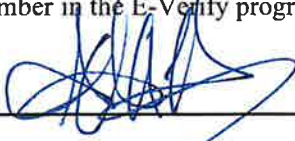
Before me, a Notary public, personally appeared Scott A. Hardy (affiant) who, being duly sworn says as follows:

COO of Thompson Engineering, Inc.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as COO for Thompson Engineering, Inc. that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

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

I further attest that said Thompson Engineering, Inc. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 571783.



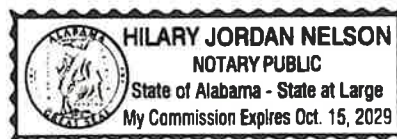
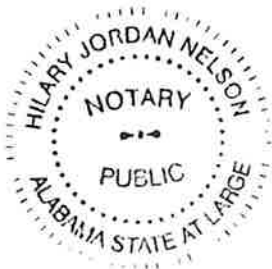
COO of Thompson Engineering, Inc.

Sworn to and subscribed before me this the 25 day of February, 2026.

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: 571783



Client Company ID Number: 1426448

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING A WEB SERVICES E-VERIFY EMPLOYER AGENT

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the Thompson Holdings, Inc (Employer), and the Web Services E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the Web Services E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

References in this MOU to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

For purposes of this MOU, the E-Verify browser refers to the website that provides direct access to the E-Verify system: <https://E-Verify.uscis.gov/emp/>. You may access E-Verify directly free of charge via the E-Verify browser.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

1. By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.



Company ID Number: 571783

Client Company ID Number: 1426448

2. The Employer agrees to display the following notices supplied by DHS (though the Web Services E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

- a. Notice of E-Verify Participation
- b. Notice of Right to Work

3. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

4. The Employer agrees to become familiar with and comply with the most recent version of the

E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Web Services E-Verify Employer Agent, and will be notified by the Web Services E-Verify Employer Agent when a new version of the E-Verify User Manual becomes available.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
- b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

6. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

7. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

- a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of



Company ID Number: 571783

Client Company ID Number: 1426448

the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

8. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

9. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

10. The Employer must use E-Verify (through its Web Services E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

11. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.

12. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated



Company ID Number: 571783

Client Company ID Number: 1426448

verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

13. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

14. The Employer agrees that it will use the information it receives from E-Verify (through its Web Services E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as Personal Identification Numbers and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

15. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

16. The Employer acknowledges that the information it receives from SSA through its Web Services



Company ID Number: 571783

Client Company ID Number: 1426448

E-Verify Employer Agent is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

17. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

18. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

19. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

20. The Employer agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/ USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

21. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF THE WEB SERVICES E-VERIFY EMPLOYER AGENT

1. The Web Services E-Verify Employer Agent agrees to complete its Web Services interface no later than six months after the date the Web Services User signs this MOU. E-Verify considers your interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.

2. The Web Services E-Verify Employer Agent agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services E-Verify Employer Agents should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.

3. The Web Services E-Verify Employer Agent agrees to provide to SSA and/or DHS the names, titles, addresses, e-mail addresses, and telephone numbers of the Web Services E-Verify Employer Agent representative who will access information, as well as ensure cooperation, communication, and coordination with E-Verify.



Company ID Number: 571783

Client Company ID Number: 1426448

In addition, Web Services E-Verify Employer Agents must provide to SSA and/or DHS the names, titles, addresses, and telephone numbers of its clients and their staff who will access information through E-Verify. Web Services E-Verify Employer Agents must ensure the contact information is updated with SSA and DHS whenever the points of contact change.

4. The Web Services E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The Web Services E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.
5. The Web Services E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
6. The Web Services E-Verify Employer Agent agrees that any of its representatives who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
 - a. The Web Services E-Verify Employer Agent agrees that all of its representatives will take the refresher tutorials initiated by E-Verify as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the Web Services E-Verify Employer Agent is a Federal contractor.
 - b. Failure to complete a refresher tutorial will prevent the Web Services E-Verify Employer Agent and Employer from continued use of E-Verify.
7. The Web Services E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The Web Services E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
10. The Web Services E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
11. The Web Services E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.2 below.
12. The Web Services E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify



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rules and procedures. The Web Services E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Web Services E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three-day time period is not extended. In such a case, the Web Services E-Verify Employer Agent must use the E-Verify browser during the outage.

13. The Web Services E-Verify Employer Agent agrees to ensure that all notices, referral letters and any other materials otherwise including instructions regarding tentative nonconfirmations, will be consistent with the most current E-Verify tentative nonconfirmation notices and referral letters, which are available on E-Verify's website.

14. The Web Services E-Verify Employer Agent agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services E-Verify Employer Agent understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services E-Verify Employer Agent's agreement and access with or without notice.

15. When the Web Services E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the Web Services E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.

16. If data is transmitted between the Web Services E-Verify Employer Agent and its client, then the Web Services E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the Web Services E-Verify Employer Agent.

17. The Web Services E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

18. The Web Services E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the Web Services E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

- a. The Web Services E-Verify Employer Agent agrees to cooperate with DHS if DHS requests



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information about the Web Services E-Verify Employer Agent's interface, including requests by DHS to view the actual interface operated by the Web Services E-Verify Employer Agent as well as related business documents. The Web Services E-Verify Employer Agent agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.

b. The Web Services E-Verify Employer Agent agrees to demonstrate, if requested by DHS, that it has provided training to its clients that meets E-Verify standards. Training programs must provide a focused study of the topics covered in the E-Verify User Manual and pertinent Supplemental Guides. Furthermore, training programs and materials must be updated as E-Verify changes occur. The Web Services E-Verify Employer Agent is encouraged to incorporate information from existing E-Verify materials, including the Enrollment Quick Reference Guide, the E-Verify Employer Agent Client Handbook (formerly known as the Designated Agent Client Handbook), and existing tutorials and manuals into their training program. E-Verify also encourages the Web Services E-Verify Employer Agent to supervise first-time use of the E-Verify browser or Web Services interface by its staff and Employer clients as part of any training program. The Web Services E-Verify Employer Agent agrees to submit its training program materials to DHS for review upon request.

Failure to provide adequate training could, in some instances, lead to penalties as described in Article V.F.1. of this MOU.

19. The Web Services E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Web Services E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your Web Services E-Verify Employer Agent services and any claim to that effect is false.

20. The Web Services E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Web Services E-Verify Employer Agent agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Web Services E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Web Services E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The Web Services E-Verify Employer Agent shall ensure that the Web Services E-Verify Employer Agent and the Employers it represents carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The Web Services E-Verify Employer Agent should instruct the client to keep the Web Services E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the Web Services E-Verify Employer Agent's responsibility to ensure that its clients are in compliance



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with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any “employee assigned to the contract” (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
 - a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee’s assignment to the contract, whichever date is later.
 - b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
 - c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee’s assignment to the contract, whichever date is later.
 - d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all



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existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



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3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
 - a. Automated verification checks on alien employees by electronic means, and
 - b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.



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8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.



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B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.



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ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services E-Verify Employer Agents must comply with federally-mandated information security policies and industry security standards to include but not limited to:

- a. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.
- b. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.
- c. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).
- d. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology — Security Techniques — Code of Practice for Information Security Management.

2. The Web Services E-Verify Employer Agent agrees to update its Web Services interface to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form of an Interface Control Agreement (ICA). The Web Services E-Verify Employer Agent agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.

3. The Web Services E-Verify Employer Agent agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.

4. The Web Services E-Verify Employer Agent acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services User of the system update, then the Web Services User's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services User. The Web Services E-Verify Employer Agent also acknowledges that DHS may suspend the Web Services User's account after the six-month period has elapsed.

5. The Web Services E-Verify Employer Agent agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.



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6. The Web Services E-Verify Employer Agent agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services E-Verify Employer Agent and DHS.

7. DHS will not reimburse any Web Services E-Verify Employer Agent or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.

8. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.

9. If the Web Services E-Verify Employer Agent includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

B. INFORMATION SECURITY REQUIREMENTS

Web Services E-Verify Employer Agents performing verification services under this MOU must ensure that information that is shared between the Web Services E-Verify Employer Agent and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services E-Verify Employer Agent agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services E-Verify Employer Agent and its clients;
2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;
3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;
4. Conduct security awareness training to inform the Web Services E-Verify Employer Agent's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;
5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;



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6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;
7. Implement procedures for detecting, reporting, and responding to security incidents;
8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;
9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].
10. DHS reserves the right to restrict Web Services calls from certain IP addresses.
11. DHS reserves the right to audit the Web Services E-Verify Employer Agent's application.
12. Web Services E-Verify Employer Agents and Software Developers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services E-Verify Employer Agents must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.
2. In accordance with DHS standards, the Web Services E-Verify Employer Agent agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.
3. Any data transmission requiring encryption shall comply with the following standards:
 - Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
 - NSA Type 2 or Type 1 encryption.
4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services E-Verify Employer Agent representatives identified above.
5. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services E-Verify Employer Agents whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 should also use the E-Verify browser until the system upgrade is completed.



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6. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system within six months from the date DHS notifies the Web Services E-Verify Employer Agent of the system update. The Web Services E-Verify Employer Agent can resume use of its interface once it is up-to-date, unless the Web Services E-Verify Employer Agent has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. Web Services E-Verify Employer Agents and Software Developers agree to develop an electronic system that is not subject to any agreement that would restrict access to and use of by an agency of the United States.
2. The Web Services E-Verify Employer Agent agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.
3. The Web Services E-Verify Employer Agent agrees to develop an inspection and quality assurance program that regularly, at least once per year, evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services E-Verify Employer Agent agrees to share the results of its regular inspection and quality assurance program with DHS upon request.
4. The Web Services E-Verify Employer Agent agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, etc.
5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.
6. Suspected and confirmed information security breaches must be reported to DHS according to Article II.A.17. Reporting such breaches does not relieve the Web Services E-Verify Employer Agent from further requirements as directed by state and local law. The Web Services E-Verify Employer Agent is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPER RESTRICTIONS

1. The Web Services E-Verify Employer Agent agrees that if it develops a Web Services interface and sells such interface, then it can be held liable for any misuse by the company that purchases the interface. It is the responsibility of the Web Services E-Verify Employer Agent to ensure that its interface is used in accordance with E-Verify policies and procedures.
2. The Web Services E-Verify Employer Agent agrees to provide software updates to each client who purchases its software. Because of the frequency Web Services updates, an ongoing relationship between the software developer and the client is necessary.



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3. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.

4. Web Services Software Developers pursuing software development independent of serving clients as a Web Services E-Verify Employer Agent are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services E-Verify Employer Agent or Web Services Employer.

F. PENALTIES

1. The Web Services E-Verify Employer Agent agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.

2. DHS is not liable for any financial losses to Web Services E-Verify Employer Agent, its clients, or any other party as a result of your account suspension or termination.

ARTICLE VI MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Web Services E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the Web Services E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice. The Web Services E-Verify Employer Agent may not refuse to terminate the Employer based upon an outstanding bill for verification services.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services E-Verify Employer Agent's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services E-Verify Employer Agent or Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.



Company ID Number: 571783

Client Company ID Number: 1426448

3. A Web Services E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services E-Verify Employer Agent must provide written notice to DHS. If the Web Services E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Web Services E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services E-Verify Employer Agent or the Employer is terminated from E-Verify.

ARTICLE VII PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services E-Verify Employer Agent, its agents, officers, or employees.

C. The Web Services E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services E-Verify Employer Agent or the Employer.

E. The Web Services E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Web Services E-Verify Employer Agent and DHS respectively. The Web Services E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Web Services E-Verify Employer Agent, as the case may be, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.



Company ID Number: 571783



Client Company ID Number: 1426448

G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Thompson Holdings, Inc (Employer) hereby designates and appoint Paylocity Corporation (E-Verify Employer Agent) including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.
If you have any questions, contact E-Verify at 1-888-464-4218.



Company ID Number: 571783

Client Company ID Number: 1426448

Approved by:

Employer	
Thompson Holdings, Inc	
Name (Please Type or Print) Chacyra Lloyd	Title
Signature Electronically Signed	Date 06/27/2019
E-Verify Employer Agent	
Paylocity Corporation	
Name (Please Type or Print) Chacyra Lloyd	Title
Signature Electronically Signed	Date 06/27/2019
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 07/03/2019



Company ID Number: 571783

Client Company ID Number: 1426448

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Thompson Holdings, Inc
Company Facility Address	2970 Cottage Hill Road Suite 190 Mobile, AL 36606
Company Alternate Address	2970 Cottage Hill Road Suite 190 Mobile, AL 36606
County or Parish	MOBILE
Employer Identification Number	721381313
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	500 to 999
Number of Sites Verified for	19 site(s)



Company ID Number: 571783



Client Company ID Number: 1426448

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL	5
FL	2
GA	1
LA	3
MS	2
NC	1
TN	5



Company ID Number: 571783

Client Company ID Number: 1426448

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Chad Brown
Phone Number 2515103156
Fax
Email cbrown@thompsonengineering.com

Name Bill Morgan
Phone Number 2515186299
Fax
Email bmogan@thompsonengineering.com

Name Edna Lugo
Phone Number 2515250227
Fax
Email elugo@thompsonengineering.com



Company ID Number: 571783



Client Company ID Number: 1426448

This list represents the first 20 Program Administrators listed for this company.

EXHIBIT H: SUBCONTRACTING PLAN AND DBE UTILIZATION REPORT



City of Mobile

Office of Supplier Diversity

Request of Waiver of DBE Goal

The City of Mobile establishes an overall goal of 15% utilization of socially and economically disadvantaged businesses for all public spending or private projects that utilize public funding and/or incentives.

Use this form to request a waiver of DBE goals on a City of Mobile Bid, RFP, solicitation or contract. You can download a PDF fill-in version of this form at <https://cityofmobile.sharepoint.com/sites/COMPortal>.

Contact the Office of Supplier Diversity at 251-208-7967 if you require assistance with completing this or any other DBE form.

**This form should be completed by the City department requesting a waiver.
Upon completion, submit the form to the Office of Supplier Diversity
by email at officeofsupplierdiversity@cityofmobile.org.**



City of Mobile
Office of Supplier Diversity

**REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS
ENTERPRISE (DBE) GOAL**

Bid/RFP/P.O./Solicitation/Other# Project No.2026-3005-06 Current Date 2 / 19 / 26

Project Description Mobile River Fender System Replacement - COM Project No 2026-3005-06

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.

Due to the specific and specialized nature of the scope of work, as well as the urgent timeline working around the

cruise line, DBE services were not met. The vendors needed for this project must meet certain

specifications. Those vendors do not qualify as DBE.

Requested By (Department Director)

[Signature]
(Signature)

CITY ENGINEER
(Title)

2-20-2026
(Date)

251-208-7243

Telephone Number

forrestercity@mobile.gov
Email Address

Reviewed By (Office of Supplier Diversity)

Archnique Kidd

Small Business Development Manager

2/23/2026

(Signature)

(Title)

(Date)

Approved By (CAO)



CAPITAL CONTRACT SUMMARY SHEET

C#5702 - JASON KRAUSE
C#5703 - GREG MURPHY
C#5704- ALMZA BOTA
C#5705- BRENDA J. PIERCE
C#5706- WILLIAM GUMP
C#5707- MARY E ZOGHBY
C#5708- KAREN Z CHARNOCK



AGENDA ITEM SUMMARY SHEET

Agenda of: March 10, 2026

Submitted by:

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

Sponsored by:

Spiro Cheriogotis, INACTIVE
Cory Penn, Councilmember

Purpose and Scope of Project:

Accept a Permanent Drainage Easement, Permanent Utility Easement, and/or a Permanent Drainage Easement with Temporary Construction Easement Agreement for tracts 2, 3, 4, 6, 10, and 12 of land for the 2018-3005-11 CIP Woodcock Creek, West Branch Drainage Improvements project.

Amount of Contract:

11903.00

Funding Source

C0777 CIP Woodcock Drainage - Mt Island - FL

ATTACHMENTS:

1. Resolution - Woodcock (1)
2. Tract 2- Signed Easement
3. Tract 3- Signed Easement
4. Tract 4- Signed Easement
5. Tract 6- Signed Easement
6. Tract 10- Signed Easement
7. Tract 12- Signed Easement

REVIEWERS:

Lana Pafenbach
Lana Pafenbach

RESOLUTION

Sponsored by Mayor Spiro N. Cheriogotis and Councilmember Corey Penn

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City hereby accepts the following easements for the 2018-3005-11 CIP Woodcock Creek, West Branch Drainage Improvements:

- Tract 2, Permanent Drainage Easement and Permanent Utility Easement, from Jason Mark Krause and Brandon Toomey
- Tract 3, Permanent Drainage Easement with Temporary Construction Easement and Permanent Utility Easement, from Greg Murphy
- Tract 4, Permanent Drainage Easement and Permanent Utility Easement, from ALMAZ BOTA, LLC, a limited liability company
- Tract 6, Permanent Drainage Easement and Permanent Utility Easement, from Brenda J. Pierce
- Tract 10, Permanent Drainage Easement with Temporary Construction Easement and Permanent Utility Easement, from William F. Gump and Rosalyn Gump
- Tract 12, Permanent Drainage Easement and Permanent Utility Easement, from Mary Ellen Zoghby and Karen Zoghby Charnock

SAID documents with sketches being attached hereto and made a part hereof as fully as if set forth herein.

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Woodcock Creek Drainage Easement

CAPITAL PROJECT # C0777

DATE OF RECEIPT 02/04/2026

DEPT. PROJECT # 2018-3005-11

PROJECT DESCRIPTION CIP Woodcock Creek, West Branch Drainage

Permanent Drainage Easement and Permanent Utility Easement

CONTRACT AMOUNT \$ 1,417.00

VENDOR NAME Jason Mark Krause

VENDOR NUMBER 300223

DEPT # 3005

DEPT NAME Engineering

CONTRACT ADMINISTRATOR John Forrester

Please Select by circling one (Type):

Architectural

Engineering

Testing

Professional Services

Construction (Unit Price)* Construction**

ROW (Acquisitions)

Performance-Contributed Contractual

NonContractual

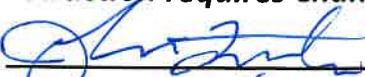
RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ N ☒; 5% of the 1st 50% ___ or If different, indicate special rate ___

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

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

Prepared by:


Mary W. Daffin

Date 2/4/2026

Revised 5/16/2022 Tiffany Hollins

**PERMANENT DRAINAGE EASEMENT
AND
PERMANENT UTILITY EASEMENT**

STATE OF ALABAMA)

COUNTY OF MOBILE)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **JASON MARK KRAUSE and BRANDON TOOMEY, a married couple**, (hereinafter referred to as "Grantors") for and in consideration of the amount of One thousand four hundred seventeen and No/100 (\$1,417.00) Dollars, cash in hand paid to the undersigned by **THE CITY OF MOBILE**, a municipal corporation of the State of Alabama, (hereafter "**City**"), and the **BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE**, a public corporation of the State of Alabama, (hereafter "**Board**"), (the City and Board hereafter collectively referred to as "**Grantees**") receipt whereof is hereby acknowledged, and for the further consideration of the general benefit which will accrue to the public, DO HEREBY, to the extent of Grantors' power and authority to do so, and subject to the terms and conditions set forth herein, **REMISE, RELEASE, QUITCLAIM and CONVEY** unto the following **GRANTEES**:

1. The CITY, their successors and assigns, a permanent drainage easement full and free right, liberty and authority to enter upon and to construct, operate and maintain a storm drainage sewer and/or ditch, or other such drainage improvements as deemed necessary and appropriate by the Grantee for the Project No. 2018-3005-11, 2018 CIP Woodcock Creek, West Branch Drainage Improvements and any future projects along this easement, over, under and across the following described land, and;

**SEE "EXHIBIT A" ATTACHED HERETO
AS SHOWN IN "EXHIBIT B"**

It is understood between the parties that the rights in and to the above described property which the Grantors are relinquishing by this instrument include, but are not limited to, the right to plant and grow shade and ornamental trees on said property, and the right to place any structure, vehicle or other personal property on any part of the property above described, either temporarily or permanently. The CITY shall have the right to install fencing or 6-foot privacy fence to other improvements within the easement boundary line. Any such fencing or improvements shall be deemed a one-time installation only. The CITY shall have no duty or obligation to maintain, repair, replace, inspect, or assume liability for said fencing or improvements and all maintenance and upkeep shall be the sole responsibility of the Grantor, its successors, and assigns. Nothing herein shall be construed as an acceptance by the CITY of any maintenance responsibility.

TO HAVE AND TO HOLD, the said permanent drainage easement unto the Grantees, their successors and assigns, as appurtenant to its storm drainage sewer and/or ditch, or other drainage improvements deemed appropriate and/or necessary so long as the CITY, its successors and assigns,

shall continue to operate and use for such purposes the storm drainage sewer and/or ditch, or other such drainage improvements constructed thereon or thereunder; and,

2. The **BOARD**, their successors and assigns, a permanent utility easement for construction, operation, inspection, maintenance, replacement and removal of a utility line under the soil of the same strip of land running across the Grantor's parcel of real property, in the County of Mobile, State of Alabama which strip and easement are more particularly described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO
AS SHOWN IN EXHIBIT "B"**

TO HAVE AND TO HOLD unto **BOARD**, its successors and assigns, for so long as the Grantees, its successors and assigns, shall continue to use said easement for such purposes as stated herein.

Except as otherwise provided herein, Grantees do hereby obtain all the rights and privileges necessary or convenient for the full enjoyment or use of said easement, including the right of necessary and reasonable ingress and egress by the agents and employees of Grantees, their successors and assigns, over, and across the strip of land hereinabove described for the purpose of laying, inspecting, repairing, and maintaining said line or lines under the soil along said strip.

It is understood and agreed by all parties hereto that the rights hereby granted are subject to the following terms and conditions:

- a. This easement is made subject to any and all liens, encumbrances, easements, rights of way and all other matters recorded in the office of the Judge of Probate, Mobile County, Alabama.
- b. All construction and maintenance of the utility line or lines will be the full responsibility of the **BOARD**.
- c. **BOARD** covenants that the initial improvements to the Subject Property will be in substantial compliance with the CITY'S storm water ordinances and with those engineering drawings prepared by Michael Baker International which such drawings are hereby incorporated by reference herein as a part hereof. The said utility line shall be constructed only after approval by the CITY'S Engineering Department via the CITY'S Land Disturbance Permitting Process.
- d. Any City owned drainage improvements and/or structures are to be identified, noted and protected on plans submitted via the CITY'S Land Disturbance Permitting Process.
- e. **BOARD**, in the construction or maintenance of the utility line, will not be permitted to interfere with maintenance operations, nor alter the hydraulic capacity or function of any adjacent drainage systems. Any damage to the said drainage systems resulting from activities by the **BOARD** will be repaired or replaced to design capacity and function at **BOARD'S** sole expense.
- f. Any and all lands and /or improvements, disturbed in the utilization of the rights hereby granted will be restored by the **BOARD** to a condition substantially the same as existed immediately prior to said disturbance; **BOARD** must establish vegetation or provide other means of erosion control

on all areas disturbed by any of its activities and any erosion caused by its activities must be repaired all at no direct cost to the GRANTORS.

- g. The easement granted hereby may not be conveyed by the BOARD without the written consent of the GRANTORS, which such consent will be granted or withheld at the sole discretion of the GRANTORS.
- h. Except as otherwise provided herein, BOARD does hereby obtain all rights and privileges necessary or convenient for full enjoyment or use of said easement.
- i. In consideration of the above, Grantor hereby releases City from all consequential damages, present, or prospective to the property of Grantor, arising out of construction, maintenance or repair of said easement.
- j. The rights conveyed pursuant to this easement shall be deemed conveyed when this instrument is signed by all parties hereto.

IN WITNESS WHEREOF, this instrument is executed this the 4th day of February, 202~~3~~²⁰

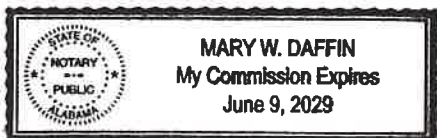
GRANTORS/OWNERS:

Jason Mark Krause
Jason Mark Krause (printed name)
Brandon Toomey
Brandon Toomey (printed name)

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jason Mark Krause and Brandon Toomey, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 4th day of February, 202~~3~~²⁰



Mary W. Daffin
Notary Public, State of Alabama

My Commission Expires: June 9, 2029

GRANTEE:
**BOARD OF WATER AND SEWER
COMMISSIONERS OF THE CITY OF MOBILE,**
a Public Corporation

By: _____
Daryl B. Russell
Its: Director of Planning & Market Development

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Daryl B. Russell as Director of Planning & Market Development of the Board of Water and Sewer Commissioners of the City of Mobile, a public corporation, 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 above and foregoing conveyance, that he, as such officer and with full authority, executed the same voluntarily for and as the act of said public corporation, on the day the same bears date.

Given under my hand and official seal this the ____ day of _____ 20__.

Notary Public, State of Alabama
My Commission Expires: _____

GRANTEE:
CITY OF MOBILE, a Municipal Corporation

By: _____
Spiro N. Cheriogotis, Mayor

ATTEST:

City Clerk, Lisa C. Lambert

Grantees:
Board of Water and Sewer Commissioners
of the City of Mobile
207 N. Catherine Street
Mobile, AL 36603

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

Grantors:
Jason Mark Krause and Brandon Toomey
2614 Walton Avenue
Mobile, AL 36606

This instrument prepared by:
City of Mobile
P.O. Box 1827
Mobile, AL 36633

EXHIBIT "A"
CITY OF MOBILE PROJECT NUMBER
2018-3005-11, WOODCOCK CREEK

TRACT 2

State of Alabama
County of Mobile

A portion of Lot 11, Meadowbrook, Block "A", as recorded in Map Book 5, Page 393 of the records in the office of the Judge of Probate, Mobile County, Alabama,

more particularly described as follows:

Beginning at a crimp top pipe at the northwest corner of Lot 11, Meadowbrook, Block "A", as recorded in Map Book 5, Page 393 of the records in the office of the Judge of Probate, Mobile County, Alabama; thence run South 80°-51'-26" East along the north line of said Lot 11 a distance of 75.23 feet to a crimp top pipe at the northeast corner of said Lot 11; thence run South 10°-31'-20" West along the east line of said Lot 11 a distance of 7.82 feet; thence run North 81°-07'-00" West a distance of 75.68 feet to the west line of said Lot 11; thence run North 13°-34'-30" East along said west line a distance of 8.18 feet to the Point of Beginning. The described Permanent Drainage/Utility Easement contains 603 square feet (0.01 acre), more or less.

THIS IS NOT A BOUNDARY SURVEY

FLORIDA STREET
R/W VARIES

LOT 13

EXISTING
DRAINAGE EASEMENT
RPGK 2434, PG 7

LOT 12

LOT 11
MEADOWBROOK, BLCK "A"
MB 5, PG 393

LOT 10

PERMANENT
DRAINAGE/UTILITY EASEMENT

POINT OF BEGINNING

CTF

OTF

SHED

SHED

WALTON AVENUE
50' R/W

R02-29-08-20-3-000-082
KEY NO. 863471
KRAUSE, JASON MARK
2614 WALTON AVENUE
MOBILE, AL 36606

LEGEND

CTF CRIMP TOP PIPE
OTF 1-1/8" OPEN TOP PIPE
—○— CHAIN-LINK FENCE
—/—/— WOOD FENCE
—x—x— WIRE FENCE

N
W E
S

0 50 100
1" = 50'

MAY 7, 2025
EXHIBIT B

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Woodcock Creek Drainage Easement

CAPITAL PROJECT # C0777

DATE OF RECEIPT 02/04/2026

DEPT. PROJECT # 2018-3005-11

PROJECT DESCRIPTION CIP Woodcock Creek, West Branch Drainage

Permanent Drainage Easement w/ TCE and Permanent Utility Easement

CONTRACT AMOUNT \$ 1,575.00

VENDOR NAME Greg Murphy

VENDOR NUMBER 300224

DEPT # 3005

DEPT NAME Engineering

CONTRACT ADMINISTRATOR John Forrester

Please Select by circling one (Type):

Architectural

Engineering

Testing

Professional Services

Construction (Unit Price)* Construction**

ROW (Acquisitions)

Performance-Contributed Contractual

NonContractual

RETAINAGE INFORMATION:

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

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

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

Prepared by: Mary W. Daffin

Date 2/4/2026

Revised 5/16/2022 Tiffany Hollins

**PERMANENT DRAINAGE EASEMENT WITH
TEMPORARY CONSTRUCTION EASEMENT
AND
PERMANENT UTILITY EASEMENT**

STATE OF ALABAMA)
COUNTY OF MOBILE)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **GREG MURPHY, a single man**, (hereinafter referred to as "Grantor") for and in consideration of the amount of One thousand five hundred seventy-five and No/100 (\$1,575.00) Dollars, cash in hand paid to the undersigned by **THE CITY OF MOBILE**, a municipal corporation of the State of Alabama, (hereafter "**City**"), and the **BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE**, a public corporation of the State of Alabama, (hereafter "**Board**"), (the City and Board hereafter collectively referred to as "**Grantees**") receipt whereof is hereby acknowledged, and for the further consideration of the general benefit which will accrue to the public, DO HEREBY, to the extent of Grantor's power and authority to do so, and subject to the terms and conditions set forth herein, **REMISE, RELEASE, QUITCLAIM and CONVEY** unto the following **GRANTEES**:

1. The **CITY**, their successors and assigns, a permanent drainage easement full and free right, liberty and authority to enter upon and to construct, operate and maintain a storm drainage sewer and/or ditch, or other such drainage improvements as deemed necessary and appropriate by the Grantee for Project No. 2018-3005-11, 2018 CIP Woodcock Creek, West Branch Drainage Improvements and any future projects along this easement, over, under and across the following described land, and;

**SEE "EXHIBIT A" ATTACHED HERETO
AS SHOWN IN "EXHIBIT B"**

It is understood between the parties that the rights in and to the above described property which the Grantor is relinquishing by this instrument include, but are not limited to, the right to plant and grow shade and ornamental trees on said property, and the right to place any structure, vehicle or other personal property on any part of the property above described, either temporarily or permanently. The CITY shall have the right to install fencing or 6-foot privacy fence to other improvements within the easement boundary line. Any such fencing or improvements shall be deemed a one-time installation only. The CITY shall have no duty or obligation to maintain, repair, replace, inspect, or assume liability for said fencing or improvements and all maintenance and upkeep shall be the sole responsibility of the Grantor, its successors, and assigns. Nothing herein shall be construed as an acceptance by the CITY of any maintenance responsibility.

TO HAVE AND TO HOLD, the said permanent drainage easement unto the Grantee, its successors and assigns, as appurtenant to its storm drainage sewer and/or ditch, or other drainage improvements deemed appropriate and/or necessary so long as the CITY, its successors and assigns, shall continue to operate and

use for such purposes the storm drainage sewer and/or ditch, or other such drainage improvements constructed thereon or thereunder; and,

In and for the same consideration hereinabove recited, Grantor does hereby grant to the said Grantee, its successors and assigns, full and free right, liberty and authority to enter upon and to use the lands hereinafter described for the operation and storage of such equipment and materials as may be necessary in the construction of the drainage improvements on adjacent land, a temporary construction easement, said easement being on and across the following described lands:

**SEE EXHIBIT "A" ATTACHED HERETO
AS SHOWN IN EXHIBIT "B"**

TO HAVE AND TO HOLD the said temporary construction easement unto the Grantee its successors and assigns until twelve months after the Grantee completes construction of the above named Project, it being understood that the work will be done in an orderly manner and any property disturbed by the Grantee will be returned to a condition substantially the same as it was on the date work started on the above described property.

2. The **BOARD**, their successors and assigns, a permanent utility easement for construction, operation, inspection, maintenance, replacement and removal of a utility line under the soil of the same strip of land running across the Grantor's parcel of real property, in the County of Mobile, State of Alabama which strip and easement are more particularly described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO
AS SHOWN IN EXHIBIT "B"**

TO HAVE AND TO HOLD unto **BOARD**, its successors and assigns, for so long as the Grantee, its successors and assigns, shall continue to use said easement for such purposes as stated herein.

Except as otherwise provided herein, Grantee does hereby obtain all the rights and privileges necessary or convenient for the full enjoyment or use of said easement, including the right of necessary and reasonable ingress and egress by the agents and employees of Grantee, its successors and assigns, over, and across the strip of land hereinabove described for the purpose of laying, inspecting, repairing, and maintaining said line or lines under the soil along said strip.

It is understood and agreed by all parties hereto that the rights hereby granted are subject to the following terms and conditions:

- a. This easement is made subject to any and all liens, encumbrances, easements, rights of way and all other matters recorded in the office of the Judge of Probate, Mobile County, Alabama.
- b. All construction and maintenance of the utility line or lines will be the full responsibility of the **BOARD**.
- c. **BOARD** covenants that the initial improvements to the Subject Property will be in substantial compliance with the CITY'S storm water ordinances and with those engineering drawings prepared by Michael Baker International which such drawings are hereby incorporated by reference herein as a part

hereof. The said utility line shall be constructed only after approval by the CITY'S Engineering Department via the CITY'S Land Disturbance Permitting Process.

- d. Any City owned drainage improvements and/or structures are to be identified, noted and protected on plans submitted via the CITY'S Land Disturbance Permitting Process.
- e. **BOARD**, in the construction or maintenance of the utility line, will not be permitted to interfere with maintenance operations, nor alter the hydraulic capacity or function of any adjacent drainage systems. Any damage to the said drainage systems resulting from activities by the BOARD will be repaired or replaced to design capacity and function at BOARD'S sole expense.
- f. Any and all lands and /or improvements, disturbed in the utilization of the rights hereby granted will be restored by the BOARD to a condition substantially the same as existed immediately prior to said disturbance; BOARD must establish vegetation or provide other means of erosion control on all areas disturbed by any of its activities and any erosion caused by its activities must be repaired all at no direct cost to the GRANTOR.
- g. The easement granted hereby may not be conveyed by the BOARD without the written consent of the GRANTOR, which such consent will be granted or withheld at the sole discretion of the GRANTOR.
- h. Except as otherwise provided herein, BOARD does hereby obtain all rights and privileges necessary or convenient for full enjoyment or use of said easement.
- i. In consideration of the above, GRANTOR hereby releases City from all consequential damages, present, or prospective to the property of Grantor, arising out of construction, maintenance or repair of said easement.
- j. The rights conveyed pursuant to this easement shall be deemed conveyed when this instrument is signed by all parties hereto.

IN WITNESS WHEREOF, this instrument is executed this the 12 day of February 2026

GRANTOR/OWNER:

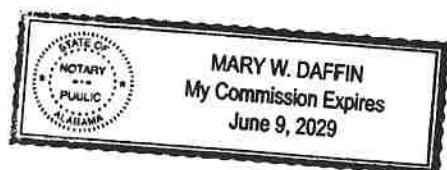
Greg Murphy
Greg Murphy (printed name)

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Greg Keith Murphy, 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, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 12 day of February, 2026



Mary W. Daffin
Notary Public, State of Alabama

My Commission Expires: June 9, 2029

-----GRANTEE SIGNATURES TO FOLLOW-----

GRANTEE:

BOARD OF WATER AND SEWER

COMMISSIONERS OF THE CITY OF MOBILE,

a Public Corporation

By: _____

Daryl B. Russell

Its: Director of Planning & Market Development

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Daryl B. Russell as Director of Planning & Market Development of the Board of Water and Sewer Commissioners of the City of Mobile, a public corporation, 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 above and foregoing conveyance, that he, as such officer and with full authority, executed the same voluntarily for and as the act of said public corporation, on the day the same bears date.

Given under my hand and official seal this the ____ day of _____ 20__.

Notary Public, State of Alabama

My Commission Expires: _____

GRANTEE:

CITY OF MOBILE, a Municipal Corporation

By: _____

Spiro N. Cheriogotis, Mayor

ATTEST:

City Clerk, Lisa C. Lambert

Grantees:

Board of Water and Sewer Commissioners
of the City of Mobile
207 N. Catherine Street
Mobile, AL 36603

City of Mobile

P.O. Box 1827
Mobile, AL 36633-1827

Grantor:

Greg Murphy
2612 Walton Ave
Mobile, AL 36606

This instrument prepared by:

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

EXHIBIT "A"
CITY OF MOBILE PROJECT NUMBER
2018-3005-11, WOODCOCK CREEK

TRACT 3

State of Alabama
County of Mobile

A portion of Lot 10, Meadowbrook, Block "A", as recorded in Map Book 5, Page 393 of the records in the office of the Judge of Probate, Mobile County, Alabama,

more particularly described as follows:

Commencing at a crimp top pipe at the northwest corner of Lot 10, Meadowbrook, Block "A", as recorded in Map Book 5, Page 393 of the records in the office of the Judge of Probate, Mobile County, Alabama; thence run South 10°-31'-20" West along the west line of said Lot 10 a distance of 7.82 feet to the Point of Beginning of the following described Temporary Construction Easement; thence run South 81°-07'-00" East a distance of 62.19 feet to the east line of said Lot 10; thence run South 06°-35'-35" West along the east line of said Lot 10 a distance of 14.19 feet; thence run North 80°-11'-52" West a distance of 63.14 feet to the west line of said Lot 10; thence run North 10°-31'-20" East along said west line a distance of 13.18 feet to the Point of Beginning. The described Temporary Construction Easement contains 857 square feet (0.02 acre), more or less.

EXHIBIT "A"- (cont.)

CITY OF MOBILE PROJECT NUMBER
2018-3005-11, WOODCOCK CREEK

TRACT 3

State of Alabama
County of Mobile

A portion of Lot 10, Meadowbrook, Block "A", as recorded in Map Book 5, Page 393 of the records in the office of the Judge of Probate, Mobile County, Alabama,

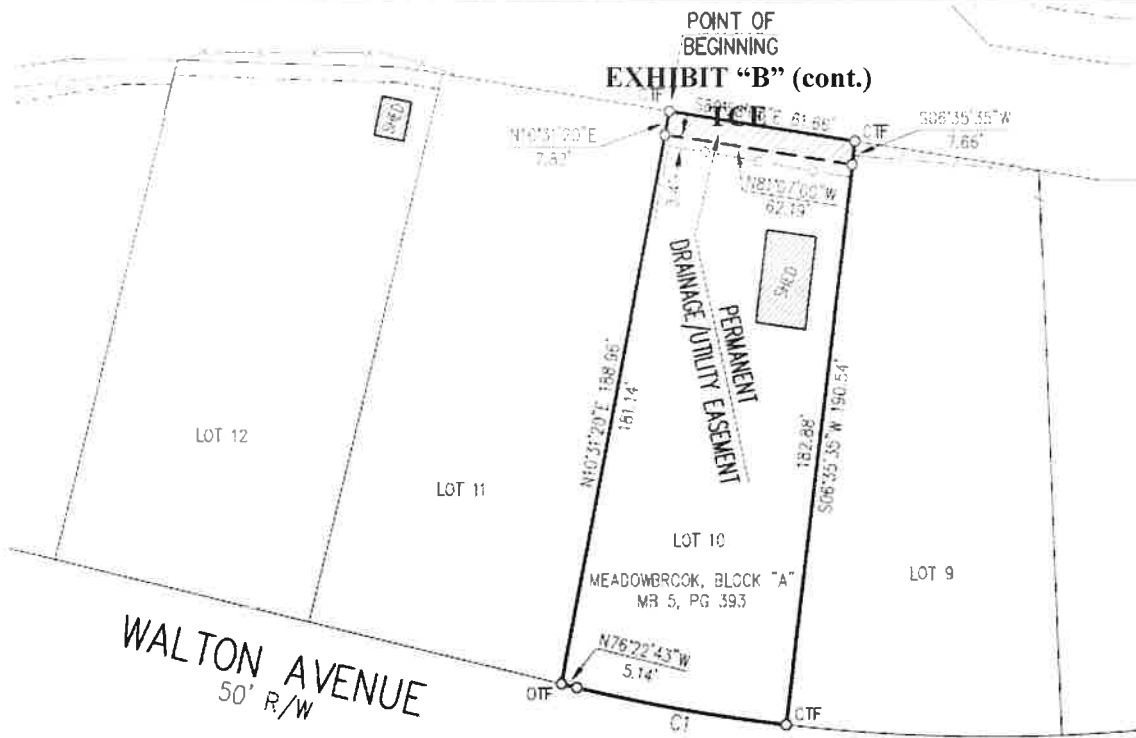
more particularly described as follows:

Beginning at a crimp top pipe at the northwest corner of Lot 10, Meadowbrook, Block "A", as recorded in Map Book 5, Page 393 of the records in the office of the Judge of Probate, Mobile County, Alabama; thence run South 80°-58'-05" East along the north line of said Lot 10 a distance of 61.66 feet to a crimp top pipe at the northeast corner of said Lot 10; thence run South 06°-35'-35" West along the east line of said Lot 10 a distance of 7.66 feet; thence run North 81°-07'-00" West a distance of 62.19 feet to the west line of said Lot 10; thence run North 10°-31'-20" East along said west line a distance of 7.82 feet to the Point of Beginning. The described Permanent Drainage/Utility Easement contains 479 square feet (0.01 acre), more or less.

EXHIBIT "B"

THIS IS NOT A BOUNDARY SURVEY

POINT OF BEGINNING
EXHIBIT "B" (cont.)



CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	6°43'41"	592.76'	69.61'	N80°06'00"W	69.57'

R02-29-08-20-3-000-081

KEY NO. 863462

MURPHY, GREG KEITH

2612 WALTON AVE

MOBILE, AL 36606

LEGEND

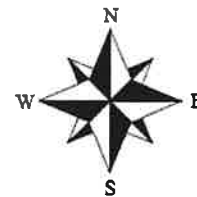
CTF CRIMP TOP PIPE

OTF 1-1/8" OPEN TOP PIPE

—○— CHAIN-LINK FENCE

—/—/— WOOD FENCE

—x—x— WIRE FENCE



1" = 50'

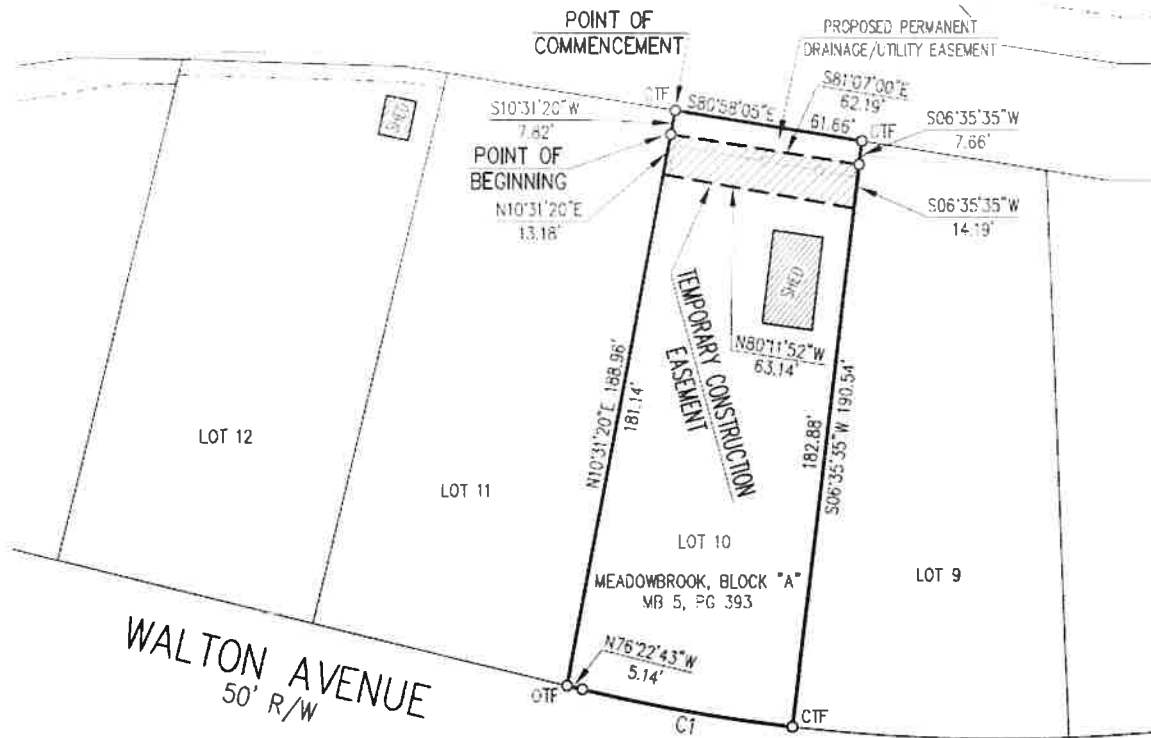
TRACT 3
CITY OF MOBILE PROJECT NUMBER
2018-3005-11, WOODCOCK CREEK

MAY 7, 2025

EXHIBIT B

EXHIBIT "B"- (cont.)

THIS IS NOT A BOUNDARY SURVEY



CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	6°43'41"	592.76'	69.61'	N80°06'00"W	69.57'

R02-29-08-20-3-000-081

KEY NO. 863462

MURPHY, GREG KEITH

2612 WALTON AVE

MOBILE, AL 36606

LEGEND

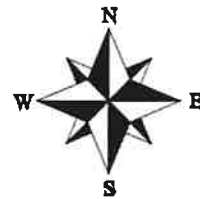
CTF CRIMP TOP PIPE

OTF 1-1/8" OPEN TOP PIPE

—C—O— CHAIN-LINK FENCE

— / — / — WOOD FENCE

— x — x — WIRE FENCE


$$1'' = 50'$$

TRACT 3 TCE
CITY OF MOBILE PROJECT NUMBER
2018-3005-11, WOODCOCK CREEK

JULY 10, 2025

EXHIBIT B

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Woodcock Creek Drainage Easement

CAPITAL PROJECT # C0777 DATE OF RECEIPT 02/04/2026

DEPT. PROJECT # 2018-3005-11

PROJECT DESCRIPTION CIP Woodcock Creek, West Branch Drainage

Permanent Drainage Easement and Permanent Utility Easement

CONTRACT AMOUNT \$ 1,109.00

VENDOR NAME ALMAZ BOTA, LLC

VENDOR NUMBER 300224

DEPT # 3005 DEPT NAME Engineering

CONTRACT ADMINISTRATOR John Forrester

Please Select by circling one (Type):

Architectural

Engineering

Testing

Professional Services

Construction (Unit Price)* Construction**

ROW (Acquisitions)

Performance-Contributed Contractual

NonContractual

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ N X; 5% of the 1st 50% ___ or If different, indicate special rate ___

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

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

Prepared by: Mary W. Daffin Date 2/4/2026

Revised 5/16/2022 Tiffany Hollins

**PERMANENT DRAINAGE EASEMENT
AND
PERMANENT UTILITY EASEMENT**

STATE OF ALABAMA)

COUNTY OF MOBILE)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **ALMAZ BOTA, LLC, an Alabama limited liability company**, (hereinafter referred to as "Grantors") for and in consideration of the amount of One thousand one hundred nine and No/100 (\$1,109.00) Dollars, cash in hand paid to the undersigned by **THE CITY OF MOBILE**, a municipal corporation of the State of Alabama, (hereafter "City"), and the **BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE**, a public corporation of the State of Alabama, (hereafter "**Board**"), (the City and Board hereafter collectively referred to as "**Grantees**") receipt whereof is hereby acknowledged, and for the further consideration of the general benefit which will accrue to the public, DO HEREBY, to the extent of Grantor's power and authority to do so, and subject to the terms and conditions set forth herein, **REMISE, RELEASE, QUITCLAIM and CONVEY** unto the following **GRANTEES**:

1. The CITY, their successors and assigns, a permanent drainage easement full and free right, liberty and authority to enter upon and to construct, operate and maintain a storm drainage sewer and/or ditch, or other such drainage improvements as deemed necessary and appropriate by the Grantee for the Project No. 2018-3005-11, 2018 CIP Woodcock Creek, West Branch Drainage Improvements and any future projects along this easement, over, under and across the following described land, and;

**SEE "EXHIBIT A" ATTACHED HERETO
AS SHOWN IN "EXHIBIT B"**

It is understood between the parties that the rights in and to the above described property which the Grantors are relinquishing by this instrument include, but are not limited to, the right to plant and grow shade and ornamental trees on said property, and the right to place any structure, vehicle or other personal property on any part of the property above described, either temporarily or permanently. The CITY shall have the right to install fencing or 6-foot privacy fence to other improvements within the easement boundary line. Any such fencing or improvements shall be deemed a one-time installation only. The CITY shall have no duty or obligation to maintain, repair, replace, inspect, or assume liability for said fencing or improvements and all maintenance and upkeep shall be the sole responsibility of the Grantor, its successors, and assigns. Nothing herein shall be construed as an acceptance by the CITY of any maintenance responsibility.

TO HAVE AND TO HOLD, the said permanent drainage easement unto the Grantee, its successors and assigns, as appurtenant to its storm drainage sewer and/or ditch, or other drainage improvements

deemed appropriate and/or necessary so long as the CITY, its successors and assigns, shall continue to operate and use for such purposes the storm drainage sewer and/or ditch, or other such drainage improvements constructed thereon or thereunder; and,

2. The **BOARD**, their successors and assigns, a permanent utility easement for construction, operation, inspection, maintenance, replacement and removal of a utility line under the soil of the same strip of land running across the Grantor's parcel of real property, in the County of Mobile, State of Alabama which strip and easement are more particularly described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO
AS SHOWN IN EXHIBIT "B"**

TO HAVE AND TO HOLD unto **BOARD**, its successors and assigns, for so long as the Grantee, its successors and assigns, shall continue to use said easement for such purposes as stated herein.

Except as otherwise provided herein, Grantees do hereby obtain all the rights and privileges necessary or convenient for the full enjoyment or use of said easement, including the right of necessary and reasonable ingress and egress by the agents and employees of Grantee, its successors and assigns, over, and across the strip of land hereinabove described for the purpose of laying, inspecting, repairing, and maintaining said line or lines under the soil along said strip.

It is understood and agreed by all parties hereto that the rights hereby granted are subject to the following terms and conditions:

- a. This easement is made subject to any and all liens, encumbrances, easements, rights of way and all other matters recorded in the office of the Judge of Probate, Mobile County, Alabama.
- b. All construction and maintenance of the utility line or lines will be the full responsibility of the **BOARD**.
- c. **BOARD** covenants that the initial improvements to the Subject Property will be in substantial compliance with the CITY'S storm water ordinances and with those engineering drawings prepared by Michael Baker International which such drawings are hereby incorporated by reference herein as a part hereof. The said utility line shall be constructed only after approval by the CITY'S Engineering Department via the CITY'S Land Disturbance Permitting Process.
- d. Any City owned drainage improvements and/or structures are to be identified, noted and protected on plans submitted via the CITY'S Land Disturbance Permitting Process.
- e. **BOARD**, in the construction or maintenance of the utility line, will not be permitted to interfere with maintenance operations, nor alter the hydraulic capacity or function of any adjacent drainage systems. Any damage to the said drainage systems resulting from activities by the **BOARD** will be repaired or replaced to design capacity and function at **BOARD**'S sole expense.
- f. Any and all lands and /or improvements, disturbed in the utilization of the rights hereby granted will be restored by the **BOARD** to a condition substantially the same as existed immediately prior

to said disturbance; BOARD must establish vegetation or provide other means of erosion control on all areas disturbed by any of its activities and any erosion caused by its activities must be repaired all at no direct cost to the GRANTORS.

- g. The easement granted hereby may not be conveyed by the BOARD without the written consent of the GRANTORS, which such consent will be granted or withheld at the sole discretion of the GRANTORS.
- h. Except as otherwise provided herein, BOARD does hereby obtain all rights and privileges necessary or convenient for full enjoyment or use of said easement.
- i. In consideration of the above, Grantor hereby releases City from all consequential damages, present, or prospective to the property of Grantor, arising out of construction, maintenance or repair of said easement.
- j. The rights conveyed pursuant to this easement shall be deemed conveyed when this instrument is signed by all parties hereto.

IN WITNESS WHEREOF, this instrument is executed this the 26th day of

January, 2026

GRANTORS/OWNERS:

ALMAZ BOTA, LLC

An Alabama liability company

Makeda Nichols
Makeda Nichols

Makeda Nichols (printed name)

As its: Authorized Signor/Member

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned notary public, in and for said county and state, hereby certify that Makeda Nichols, whose name as Authorized Signor/Member of Almaz Bota, LLC, an Alabama limited liability company 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, she, as such Authorized Signor/Member and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 26 day of January, 2026

Nikolai Zistrunk
Notary Public, State of Alabama

My Commission Expires: 10/24/2027

GRANTEE:
**BOARD OF WATER AND SEWER
COMMISSIONERS OF THE CITY OF MOBILE,**
a Public Corporation

By: _____
Daryl B. Russell
Its: Director of Planning & Market Development

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Daryl B. Russell as Director of Planning & Market Development of the Board of Water and Sewer Commissioners of the City of Mobile, a public corporation, 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 above and foregoing conveyance, that he, as such officer and with full authority, executed the same voluntarily for and as the act of said public corporation, on the day the same bears date.

Given under my hand and official seal this the ____ day of _____ 20__.

Notary Public, State of Alabama

My Commission Expires: _____

GRANTEE:
CITY OF MOBILE, a Municipal Corporation

By: _____
Spiro N. Cheriogotis, Mayor

ATTEST:

City Clerk, Lisa C. Lambert

Grantees:
Board of Water and Sewer Commissioners
of the City of Mobile
207 N. Catherine Street
Mobile, AL 36603

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

Grantor:
Almaz Bota, LLC
4150 Skywood Lane
Mobile, AL 36693

This instrument prepared by:
City of Mobile
P.O. Box 1827
Mobile, AL 36633

EXHIBIT "A"
CITY OF MOBILE PROJECT NUMBER
2018-3005-11, WOODCOCK CREEK

TRACT 4

State of Alabama
County of Mobile

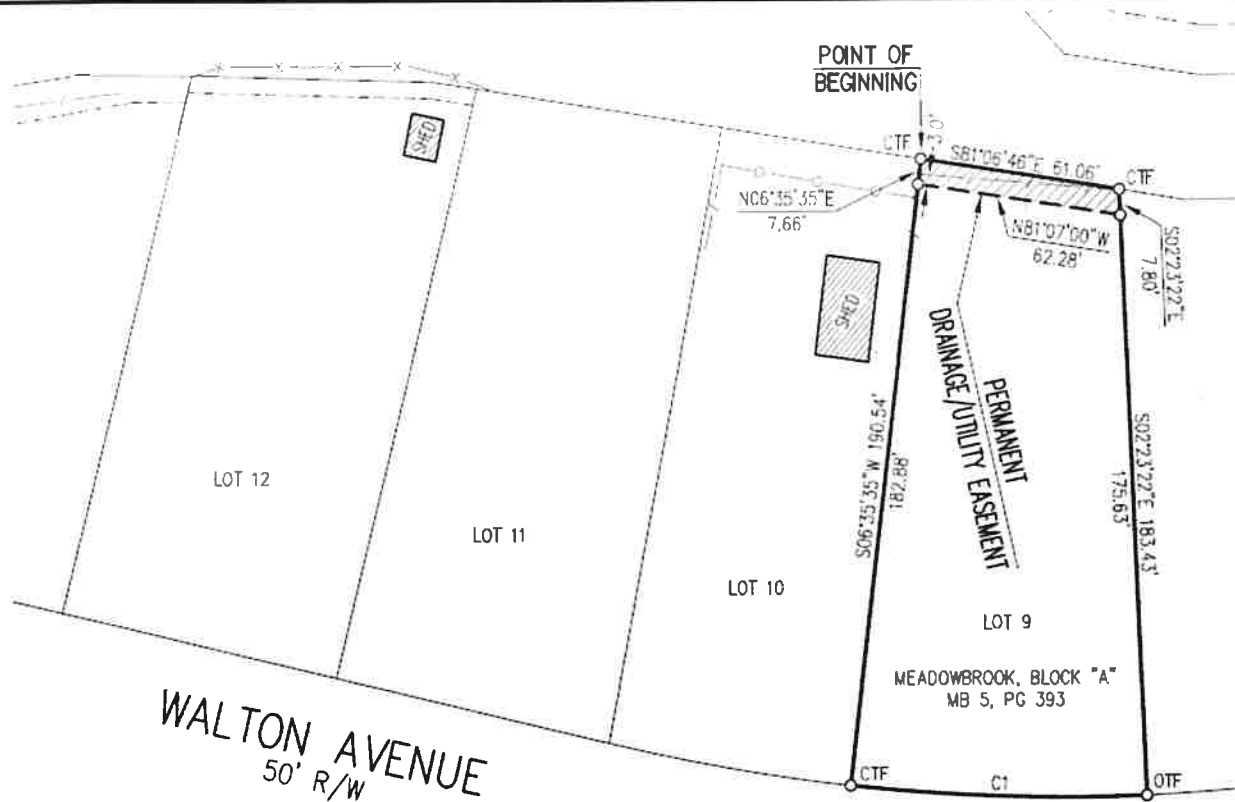
A portion of Lot 9, Meadowbrook, Block "A", as recorded in Map Book 5, Page 393 of the records in the office of the Judge of Probate, Mobile County, Alabama,

more particularly described as follows:

Beginning at a crimp top pipe at the northwest corner of Lot 9, Meadowbrook, Block "A", as recorded in Map Book 5, Page 393 of the records in the office of the Judge of Probate, Mobile County, Alabama; thence run South $81^{\circ}-06'-46''$ East along the north line of said Lot 9 a distance of 61.06 feet to a crimp top pipe at the northeast corner of said Lot 9; thence run South $02^{\circ}-23'-22''$ East along the east line of said Lot 9 a distance of 7.80 feet; thence run North $81^{\circ}-07'-00''$ West a distance of 62.28 feet to the west line of said Lot 9; thence run North $06^{\circ}-35'-35''$ East along said west line a distance of 7.66 feet to the Point of Beginning. The described Permanent Drainage/Utility Easement contains 472 square feet (0.01 acre), more or less.

EXHIBIT "B"

THIS IS NOT A BOUNDARY SURVEY

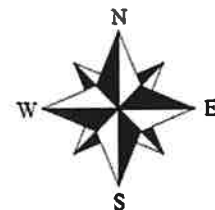


CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	8°41'59"	592.76'	90.00'	N87°48'50"W	89.92'

LEGEND

- CTF CRIMP TOP PIPE
- OTF 7/8" OPEN TOP PIPE
- CHAIN-LINK FENCE
- /—/— WOOD FENCE
- x—x— WIRE FENCE

R02-29-08-20-3-000-080
KEY NO. 863453
ALMAZ BOTA, LLC
4150 SKYWOOD LANE
MOBILE, AL 36693



1" = 50'

TRACT 4
CITY OF MOBILE PROJECT NUMBER
2018-3005-11, WOODCOCK CREEK

MAY 7, 2025

EXHIBIT B

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Woodcock Creek Drainage Easement

CAPITAL PROJECT # C0777

DATE OF RECEIPT 02/04/2026

DEPT. PROJECT # 2018-3005-11

PROJECT DESCRIPTION CIP Woodcock Creek, West Branch Drainage

Permanent Drainage Easement and Permanent Utility Easement

CONTRACT AMOUNT \$ 1,382.00

VENDOR NAME Brenda J. Pierce

VENDOR NUMBER 300227

DEPT # 3005

DEPT NAME Engineering

CONTRACT ADMINISTRATOR John Forrester

Please Select by circling one (Type):

Architectural

Engineering

Testing

Professional Services

Construction (Unit Price)* Construction**

ROW (Acquisitions)

Performance-Contributed Contractual

NonContractual

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ N~~X~~; 5% of the 1st 50% ___ or If different, indicate special rate ___

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

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

Prepared by: Mary W. Daffin Date 2/4/2026

Revised 5/16/2022 Tiffany Hollins

**PERMANENT DRAINAGE EASEMENT
AND
PERMANENT UTILITY EASEMENT**

STATE OF ALABAMA)

COUNTY OF MOBILE)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **BRENDA J. PIERCE, a single woman**, (hereinafter referred to as "Grantor") for and in consideration of the amount of One thousand three hundred eighty-two and No/100 (\$1,382.00) Dollars, cash in hand paid to the undersigned by **THE CITY OF MOBILE**, a municipal corporation of the State of Alabama, (hereafter "**City**"), and the **BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE**, a public corporation of the State of Alabama, (hereafter "**Board**"), (the City and Board hereafter collectively referred to as "**Grantees**") receipt whereof is hereby acknowledged, and for the further consideration of the general benefit which will accrue to the public, DO HEREBY, to the extent of Grantor's power and authority to do so, and subject to the terms and conditions set forth herein, **REMISE, RELEASE, QUITCLAIM and CONVEY** unto the following **GRANTEES**:

1. The CITY, their successors and assigns, a permanent drainage easement full and free right, liberty and authority to enter upon and to construct, operate and maintain a storm drainage sewer and/or ditch, or other such drainage improvements as deemed necessary and appropriate by the Grantee for the Project No. 2018-3005-11, 2018 CIP Woodcock Creek, West Branch Drainage Improvements and any future projects along this easement, over, under and across the following described land, and;

**SEE "EXHIBIT A" ATTACHED HERETO
AS SHOWN IN "EXHIBIT B"**

It is understood between the parties that the rights in and to the above described property which the Grantor is relinquishing by this instrument include, but are not limited to, the right to plant and grow shade and ornamental trees on said property, and the right to place any structure, vehicle or other personal property on any part of the property above described, either temporarily or permanently. The CITY shall have the right to install fencing or 6-foot privacy fence to other improvements within the easement boundary line. Any such fencing or improvements shall be deemed a one-time installation only. The CITY shall have no duty or obligation to maintain, repair, replace, inspect, or assume liability for said fencing or improvements and all maintenance and upkeep shall be the sole responsibility of the Grantor, its successors, and assigns. Nothing herein shall be construed as an acceptance by the CITY of any maintenance responsibility.

TO HAVE AND TO HOLD, the said permanent drainage easement unto the Grantee, its successors and assigns, as appurtenant to its storm drainage sewer and/or ditch, or other drainage improvements deemed appropriate and/or necessary so long as the CITY, its successors and assigns, shall continue to operate and use for such purposes the storm drainage sewer and/or ditch, or other such drainage improvements constructed thereon or thereunder; and,

2. The **BOARD**, their successors and assigns, a permanent utility easement for construction, operation, inspection, maintenance, replacement and removal of a utility line under the soil of the same strip of land running across the Grantor's parcel of real property, in the County of Mobile, State of Alabama which strip and easement are more particularly described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO
AS SHOWN IN EXHIBIT "B"**

TO HAVE AND TO HOLD unto **BOARD**, its successors and assigns, for so long as the Grantee, its successors and assigns, shall continue to use said easement for such purposes as stated herein.

Except as otherwise provided herein, Grantee does hereby obtain all the rights and privileges necessary or convenient for the full enjoyment or use of said easement, including the right of necessary and reasonable ingress and egress by the agents and employees of Grantee, its successors and assigns, over, and across the strip of land hereinabove described for the purpose of laying, inspecting, repairing, and maintaining said line or lines under the soil along said strip.

It is understood and agreed by all parties hereto that the rights hereby granted are subject to the following terms and conditions:

- a. This easement is made subject to any and all liens, encumbrances, easements, rights of way and all other matters recorded in the office of the Judge of Probate, Mobile County, Alabama.
- b. All construction and maintenance of the utility line or lines will be the full responsibility of the **BOARD**.
- c. **BOARD** covenants that the initial improvements to the Subject Property will be in substantial compliance with the CITY'S storm water ordinances and with those engineering drawings prepared by Michael Baker International which such drawings are hereby incorporated by reference herein as a part hereof. The said utility line shall be constructed only after approval by the CITY'S Engineering Department via the CITY'S Land Disturbance Permitting Process.
- d. Any City owned drainage improvements and/or structures are to be identified, noted and protected on plans submitted via the CITY'S Land Disturbance Permitting Process.
- e. **BOARD**, in the construction or maintenance of the utility line, will not be permitted to interfere with maintenance operations, nor alter the hydraulic capacity or function of any adjacent drainage systems. Any damage to the said drainage systems resulting from activities by the **BOARD** will be repaired or replaced to design capacity and function at **BOARD**'S sole expense.

- f. Any and all lands and /or improvements, disturbed in the utilization of the rights hereby granted will be restored by the BOARD to a condition substantially the same as existed immediately prior to said disturbance; BOARD must establish vegetation or provide other means of erosion control on all areas disturbed by any of its activities and any erosion caused by its activities must be repaired all at no direct cost to the GRANTOR.
- g. The easement granted hereby may not be conveyed by the BOARD without the written consent of the GRANTOR, which such consent will be granted or withheld at the sole discretion of the GRANTOR.
- h. Except as otherwise provided herein, BOARD does hereby obtain all rights and privileges necessary or convenient for full enjoyment or use of said easement.
- i. In consideration of the above, Grantor hereby releases City from all consequential damages, present, or prospective to the property of Grantor, arising out of construction, maintenance or repair of said easement.
- j. The rights conveyed pursuant to this easement shall be deemed conveyed when this instrument is signed by all parties hereto.

IN WITNESS WHEREOF, this instrument is executed this the 29th day of January, 2026

GRANTOR/OWNER:

Brenda J. Pierce

Brenda J. Pierce (printed name)

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Brenda J. Pierce, 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 29th day of JANUARY 2026

[Signature]
Notary Public, State of Alabama

My Commission Expires: 3-28-26

GRANTEE:
**BOARD OF WATER AND SEWER
COMMISSIONERS OF THE CITY OF MOBILE,**
a Public Corporation

By: _____
Daryl B. Russell
Its: Director of Planning & Market Development

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, _____ the undersigned, a Notary Public in and for said County in said State, hereby certify that Daryl B. Russell as Director of Planning & Market Development of the Board of Water and Sewer Commissioners of the City of Mobile, a public corporation, 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 above and foregoing conveyance, that he, as such officer and with full authority, executed the same voluntarily for and as the act of said public corporation, on the day the same bears date.

Given under my hand and official seal this the ____ day of _____ 20__.

Notary Public, State of Alabama

My Commission Expires: _____

GRANTEE:
CITY OF MOBILE, a Municipal Corporation

By: _____
Spiro N. Cheriogotis, Mayor

ATTEST:

City Clerk, Lisa C. Lambert

Grantees:
Board of Water and Sewer Commissioners
of the City of Mobile
207 N. Catherine Street
Mobile, AL 36603

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

Grantor:
Brenda J. Pierce
2606 Walton Avenue
Mobile, AL 36606

This instrument prepared by:
City of Mobile
P.O. Box 1827
Mobile, AL 36633

EXHIBIT "A"
CITY OF MOBILE PROJECT NUMBER
2018-3005-11, WOODCOCK CREEK

TRACT 6

State of Alabama
County of Mobile

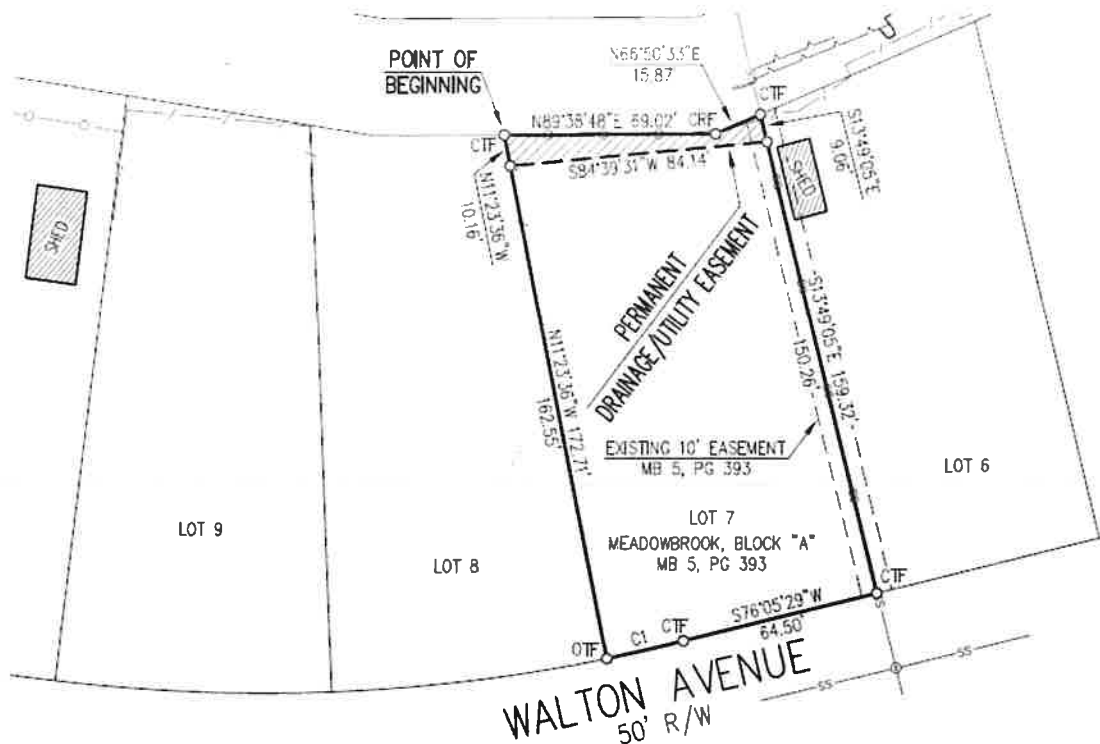
A portion of Lot 7, Meadowbrook, Block "A", as recorded in Map Book 5, Page 393 of the records in the office of the Judge of Probate, Mobile County, Alabama,

more particularly described as follows:

Beginning at a crimp top pipe at the northwest corner of Lot 7, Meadowbrook, Block "A", as recorded in Map Book 5, Page 393 of the records in the office of the Judge of Probate, Mobile County, Alabama; thence run North 89°-38'-48" East along the north line of said Lot 7 a distance of 69.02 feet to a capped rebar (BSI); thence run North 66°-50'-33" East along the north line of said Lot 6 a distance of 15.87 feet to a crimp top pipe at the northeast corner of said Lot 7; thence run South 13°-49'-05" East along the east line of said Lot 7 a distance of 9.06 feet; thence run South 84°-39'-31" West a distance of 84.14 feet to the west line of said Lot 7; thence run North 11°-23'-36" West along said west line a distance of 10.16 feet to the Point of Beginning. The described Permanent Drainage/Utility Easement contains 588 square feet (0.01 acre), more or less.

EXHIBIT "B"

THIS IS NOT A BOUNDARY SURVEY



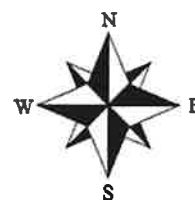
CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	2°39'28"	551.92'	25.60'	S77°00'12"W	25.60'

LEGEND

CTF	CRIMP TOP PIPE
CRF	CAPPED REBAR (BSI)
OTF	3/4" OPEN TOP PIPE
—○—○—	CHAIN-LINK FENCE
—/—/—	WOOD FENCE
— — —	RETAINING WALL
—SS—	SANITARY SEWER LINE

R02-29-08-20-3-000-078

KEY NO. 863435
PEIRCE, BRENDA J
2606 WALTON AVE
MOBILE, AL 36606



1" = 50'

TRACT 6
CITY OF MOBILE PROJECT NUMBER
2018-3005-11, WOODCOCK CREEK

MAY 7, 2025

EXHIBIT B

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Woodcock Creek Drainage Easement

CAPITAL PROJECT # C0777

DATE OF RECEIPT 02/04/2026

DEPT. PROJECT # 2018-3005-11

PROJECT DESCRIPTION CIP Woodcock Creek, West Branch Drainage

Permanent Drainage Easement w/ TCE and Permanent Utility Easement

CONTRACT AMOUNT \$ 1,829.00

VENDOR NAME William F. Gump

VENDOR NUMBER 300225

DEPT # 3005

DEPT NAME Engineering

CONTRACT ADMINISTRATOR John Forrester

Please Select by circling one (Type):

Architectural

Engineering

Testing

Professional Services

Construction (Unit Price)* Construction**

ROW (Acquisitions)

Performance-Contributed Contractual

NonContractual

RETAINAGE INFORMATION:

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

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

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

Prepared by: Mary W. Daffin Date 2/4/2026

Revised 5/16/2022 Tiffany Hollins

**PERMANENT DRAINAGE EASEMENT WITH
TEMPORARY CONSTRUCTION EASEMENT
AND
PERMANENT UTILITY EASEMENT**

STATE OF ALABAMA)
COUNTY OF MOBILE)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **WILLIAM F. GUMP and ROSALYN GUMP, husband and wife**, (hereinafter referred to as “GRANTORS”) for and in consideration of the amount of One thousand eight hundred twenty-nine and No/100 (\$1,829.00) Dollars, cash in hand paid to the undersigned by **THE CITY OF MOBILE**, a municipal corporation of the State of Alabama, (hereafter “**City**”), and the **BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE**, a public corporation of the State of Alabama, (hereafter “**Board**”), (the City and Board hereafter collectively referred to as “**Grantees**”) receipt whereof is hereby acknowledged, and for the further consideration of the general benefit which will accrue to the public, DO HEREBY, to the extent of GRANTOR’S power and authority to do so, and subject to the terms and conditions set forth herein, **REMISE, RELEASE, QUITCLAIM and CONVEY** unto the following **GRANTEES**:

1. The **CITY**, their successors and assigns, a permanent drainage easement full and free right, liberty and authority to enter upon and to construct, operate and maintain a storm drainage sewer and/or ditch, or other such drainage improvements as deemed necessary and appropriate by the Grantees for Project No. 2018-3005-11, 2018 CIP Woodcock Creek, West Branch Drainage Improvements and any future projects along this easement, over, under and across the following described land, and;

**SEE “EXHIBIT A” ATTACHED HERETO
AS SHOWN IN “EXHIBIT B”**

It is understood between the parties that the rights in and to the above described property which the Grantors are relinquishing by this instrument include, but are not limited to, the right to plant and grow shade and ornamental trees on said property, and the right to place any structure, vehicle or other personal property on any part of the property above described, either temporarily or permanently. The CITY shall have the right to install fencing or 6-foot privacy fence or other improvements within the easement boundary line. Any such fencing or improvements shall be deemed a one-time installation only. The CITY shall have no duty or obligation to maintain, repair, replace, inspect, or assume liability for said fencing or improvements and all maintenance and upkeep shall be the sole responsibility of the Grantor, its successors, and assigns. Nothing herein shall be construed as an acceptance by the CITY of any maintenance responsibility.

TO HAVE AND TO HOLD, the said permanent drainage easement unto the Grantees, their successors and assigns, as appurtenant to its storm drainage sewer and/or ditch, or other drainage improvements deemed appropriate and/or necessary so long as the CITY, its successors and assigns, shall continue to operate and use for such purposes the storm drainage sewer and/or ditch, or other such drainage improvements constructed thereon or thereunder; and,

In and for the same consideration hereinabove recited, GRANTORS do hereby grant to the said Grantees, their successors and assigns, full and free right, liberty and authority to enter upon and to use the lands hereinafter described for the operation and storage of such equipment and materials as may be necessary in the construction of the drainage improvements on adjacent land, a temporary construction easement, said easement being on and across the following described lands:

**SEE EXHIBIT "A" ATTACHED HERETO
AS SHOWN IN EXHIBIT "B"**

TO HAVE AND TO HOLD the said temporary construction easement unto the Grantees their successors and assigns until twelve months after the Grantees completes construction of the above named Project, it being understood that the work will be done in an orderly manner and any property disturbed by the Grantees will be returned to a condition substantially the same as it was on the date work started on the above described property.

2. The **BOARD**, their successors and assigns, a permanent utility easement for construction, operation, inspection, maintenance, replacement and removal of a utility line under the soil of the same strip of land running across the GRANTORS's parcel of real property, in the County of Mobile, State of Alabama which strip and easement are more particularly described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO
AS SHOWN IN EXHIBIT "B"**

TO HAVE AND TO HOLD unto **BOARD**, its successors and assigns, for so long as the Grantees, their successors and assigns, shall continue to use said easement for such purposes as stated herein.

Except as otherwise provided herein, Grantees do hereby obtain all the rights and privileges necessary or convenient for the full enjoyment or use of said easement, including the right of necessary and reasonable ingress and egress by the agents and employees of Grantees, its successors and assigns, over, and across the strip of land hereinabove described for the purpose of laying, inspecting, repairing, and maintaining said line or lines under the soil along said strip.

It is understood and agreed by all parties hereto that the rights hereby granted are subject to the following terms and conditions:

- a. This easement is made subject to any and all liens, encumbrances, easements, rights of way and all other matters recorded in the office of the Judge of Probate, Mobile County, Alabama.
- b. All construction and maintenance of the utility line or lines will be the full responsibility of the **BOARD**.
- c. **BOARD** covenants that the initial improvements to the Subject Property will be in substantial compliance with the CITY'S storm water ordinances and with those engineering drawings prepared by Michael Baker International which such drawings are hereby incorporated by reference herein as a part hereof. The said utility line shall be constructed only after approval by the CITY'S Engineering Department via the CITY'S Land Disturbance Permitting Process.
- d. Any City owned drainage improvements and/or structures are to be identified, noted and protected on plans submitted via the CITY'S Land Disturbance Permitting Process.
- e. **BOARD**, in the construction or maintenance of the utility line, will not be permitted to interfere with maintenance operations, nor alter the hydraulic capacity or function of any adjacent drainage systems. Any damage to the said drainage systems resulting from activities by the **BOARD** will be repaired or replaced to design capacity and function at **BOARD**'S sole expense.
- f. Any and all lands and /or improvements, disturbed in the utilization of the rights hereby granted will be restored by the **BOARD** to a condition substantially the same as existed immediately prior to said disturbance; **BOARD** must establish vegetation or provide other means of erosion control on all areas disturbed by any of its activities and any erosion caused by its activities must be repaired all at no direct cost to the GRANTORS.
- g. The easement granted hereby may not be conveyed by the **BOARD** without the written consent of the GRANTORS, which such consent will be granted or withheld at the sole discretion of the GRANTORS.
- h. Except as otherwise provided herein, **BOARD** does hereby obtain all rights and privileges necessary or convenient for full enjoyment or use of said easement.
- i. In consideration of the above, Grantor hereby releases City from all consequential damages, present or prospective to the property of Grantor, arising out of construction, maintenance or repair of said easement.
- j. The rights conveyed pursuant to this easement shall be deemed conveyed when this instrument is signed by all parties hereto.

IN WITNESS WHEREOF, this instrument is executed this the 2nd day of February, 2026

GRANTORS/OWNERS:

William F. Gump
William F. Gump (printed name)

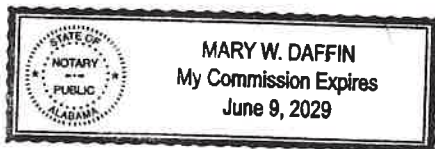
Rosalyn Gump
Rosalyn Gump (printed name)

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William F. Gump and Rosalyn Gump, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 2nd day of February, 2026



[Signature]
Notary Public, State of Alabama

My Commission Expires: 6/9/2029

-----GRANTEES SIGNATURES TO FOLLOW-----

GRANTEES:
**BOARD OF WATER AND SEWER
COMMISSIONERS OF THE CITY OF MOBILE,**
a Public Corporation

By: _____
Daryl B. Russell
Its: Director of Planning & Market Development

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Daryl B. Russell as Director of Planning & Market Development of the Board of Water and Sewer Commissioners of the City of Mobile, a public corporation, 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 above and foregoing conveyance, that he, as such officer and with full authority, executed the same voluntarily for and as the act of said public corporation, on the day the same bears date.

Given under my hand and official seal this the ____ day of _____ 20__.

Notary Public, State of Alabama

My Commission Expires: _____

GRANTEES:
CITY OF MOBILE, a Municipal Corporation

By: _____
Spiro N. Cheriogotis, Mayor

ATTEST:

City Clerk, Lisa C. Lambert

Grantees:
Board of Water and Sewer Commissioners
of the City of Mobile
207 N. Catherine Street
Mobile, AL 36603

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

GRANTORS:
William F. and Rosalyn Gump
252 Mount Island Drive West
Mobile, AL 36606

This instrument prepared by:
City of Mobile
P.O. Box 1827
Mobile, AL 36633

EXHIBIT "A"
CITY OF MOBILE PROJECT NUMBER
2018-3005-11, WOODCOCK CREEK

TRACT 10

State of Alabama
County of Mobile

A portion of Lot 33, Addition to Mount Island Subdivision, as recorded in Map Book 5, Page 363 of the records in the office of the Judge of Probate, Mobile County, Alabama,

more particularly described as follows:

Commencing at a crimp top pipe at the northeast corner of Lot 34, Addition to Mount Island Subdivision, as recorded in Map Book 5, Page 363 of the records in the office of the Judge of Probate, Mobile County, Alabama; thence run South 01°-39'-11" West along the east line of Lots 34 and 33 of said Addition to Mount Island Subdivision and along the west right-of-way line of Mount Island Drive West (60' r/w) a distance of 182.00 feet to the south line of an existing drainage easement (Real Property Book 2393, Page 711) and the Point of Beginning of the following described Permanent Drainage/Utility Easement: thence continue South 01°-39'-11" West along the east line of said Lot 33 and along the west right-of-way line of said Mount Island Drive West a distance of 2.63 feet; thence run North 87°-40'-10" West a distance of 9.39 feet; thence run South 84°-39'-06" West a distance of 71.04 feet; thence run North 09°-15'-31" West a distance of 4.97 feet; thence run South 84°-20'-35" West a distance of 36.35 feet; thence run South 05°-23'-08" East a distance of 4.83 feet; thence run South 84°-36'-52" West a distance of 59.51 feet to the west line of said Lot 33; thence run North 00°-45'-39" East along said west line a distance of 2.99 feet to the south line of said existing drainage easement; thence run North 83°-31'-55" East along the south line of said existing drainage easement a distance of 38.27 feet; thence run North 81°-14'-29" East along the south line of said existing drainage easement a distance of 100.08 feet; thence run South 83°-16'-20" East along the south line of said existing drainage easement a distance of 39.24 feet to the Point of Beginning. The described Permanent Drainage/Utility Easement contains 826 square feet (0.02 acre), more or less.

EXHIBIT "A"- (cont.)
CITY OF MOBILE PROJECT NUMBER
2018-3005-11, WOODCOCK CREEK

TRACT 10

State of Alabama
County of Mobile

A portion of Lot 33, Addition to Mount Island Subdivision, as recorded in Map Book 5, Page 363 of the records in the office of the Judge of Probate, Mobile County, Alabama,

more particularly described as follows:

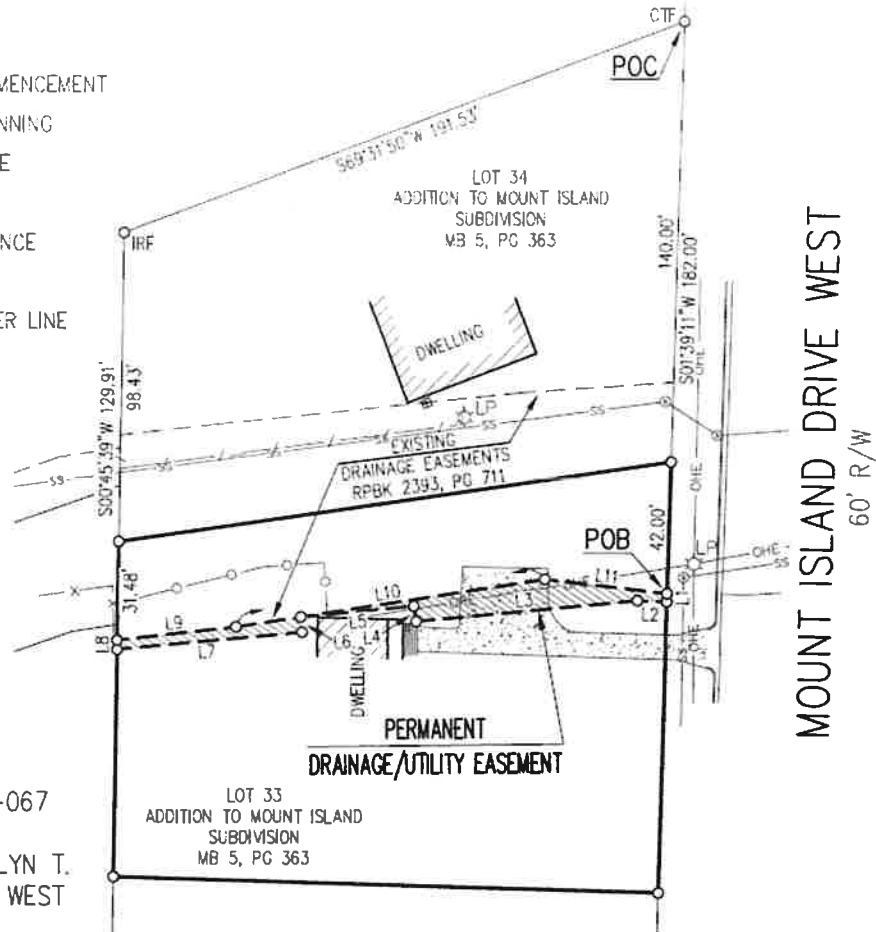
Commencing at a crimp top pipe at the northeast corner of Lot 34, Addition to Mount Island Subdivision, as recorded in Map Book 5, Page 363 of the records in the office of the Judge of Probate, Mobile County, Alabama; thence run South 01°-39'-11" West along the east line of Lots 34 and 33 of said Addition to Mount Island Subdivision and along the west right-of-way line of Mount Island Drive West (60' r/w) a distance of 184.63 feet to the Point of Beginning of the following described Temporary Construction Easement: thence continue South 01°-39'-11" West along the east line of said Lot 33 and along the west right-of-way line of said Mount Island Drive West a distance of 10.56 feet; thence run North 88°-17'-18" West a distance of 29.95 feet; thence run North 87°-37'-15" West a distance of 41.01 feet; thence run North 08°-45'-31" West a distance of 2.54 feet; thence run North 84°-39'-06" East a distance of 62.50 feet; thence run South 87°-40'-10" East a distance of 9.39 feet to the Point of Beginning. The described Temporary Construction Easement contains 512 square feet (0.01 acre), more or less.

EXHIBIT "B"

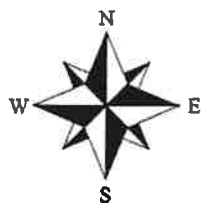
THIS IS NOT A BOUNDARY SURVEY

LEGEND

POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
CTF	CRIMP TOP PIPE
IRF	IRON ROD
—○—○—	CHAIN-LINK FENCE
—/—/—	WOOD FENCE
—SS—	SANITARY SEWER LINE
☆LP	LIGHT POLE



R02-29-08-20-3-000-067
KEY NO. 863328
GUMP, WILLIAM F. & ROSALYN T.
252 MOUNT ISLAND DRIVE WEST
MOBILE, AL 36606

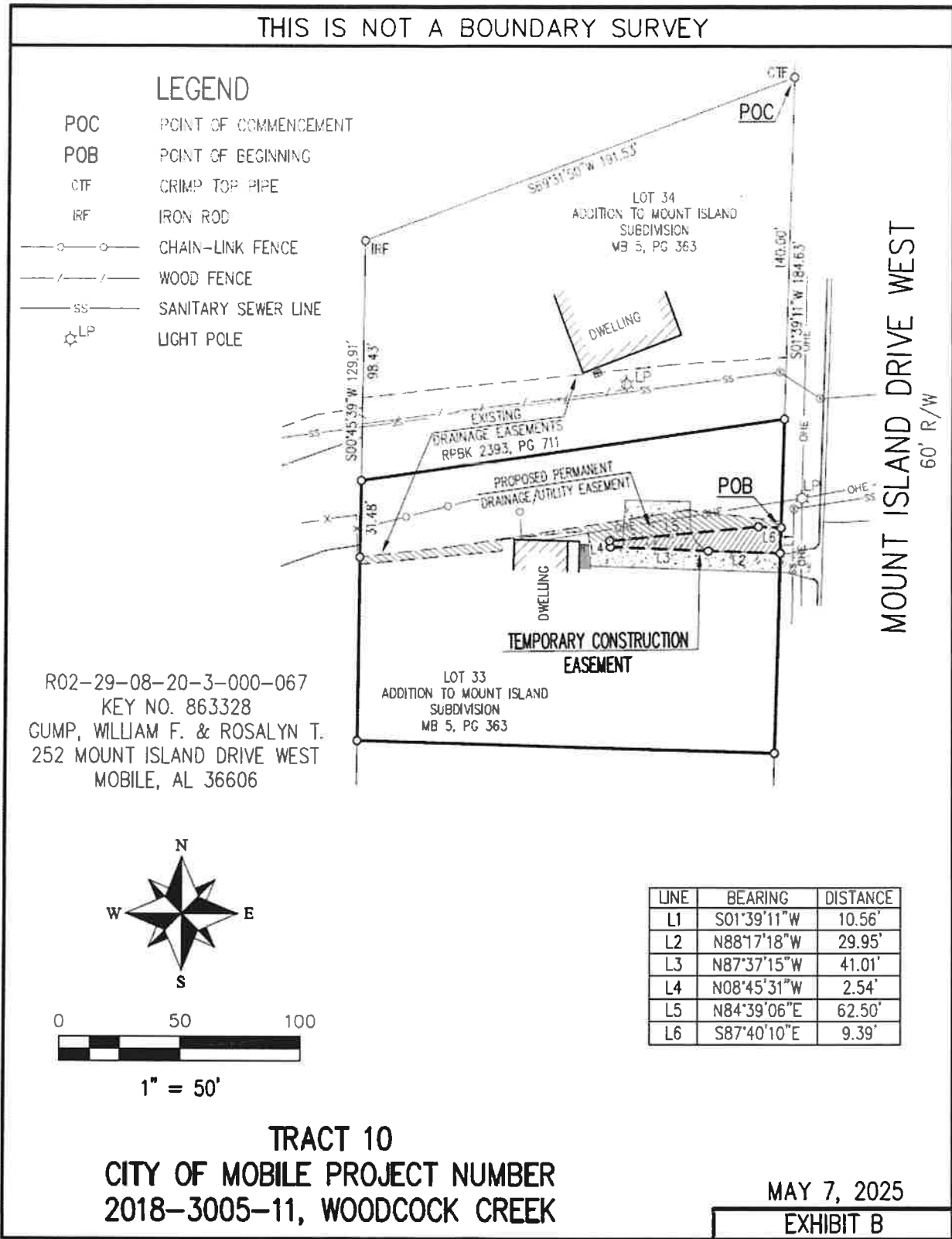


1" = 50'

TRACT 10
CITY OF MOBILE PROJECT NUMBER
2018-3005-11, WOODCOCK CREEK

MAY 7, 2025
EXHIBIT B

EXHIBIT B- (cont.)



CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Woodcock Creek Drainage Easement

CAPITAL PROJECT # C0777 DATE OF RECEIPT 02/04/2026

DEPT. PROJECT # 2018-3005-11

PROJECT DESCRIPTION CIP Woodcock Creek, West Branch Drainage

Permanent Drainage Easement and Permanent Utility Easement

CONTRACT AMOUNT \$ 4,591.00

VENDOR NAME Mary Ellen Zoghby and Karen Zoghby Charnock

VENDOR NUMBER 300221 / 300222

DEPT # 3005 DEPT NAME Engineering

CONTRACT ADMINISTRATOR John Forrester

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	<u>ROW (Acquisitions)</u>	
Performance-Contributed	Contractual	NonContractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ N X; 5% of the 1st 50% ___ or If different, indicate special rate ___

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

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

Prepared by: Mary W. Daffin Date 2/4/2026

Revised 5/16/2022 Tiffany Hollins

**PERMANENT DRAINAGE EASEMENT
AND
PERMANENT UTILITY EASEMENT**

STATE OF ALABAMA)

COUNTY OF MOBILE)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **MARY ELLEN ZOGHBY and KAREN ZOGBHY CHARNOCK** (hereinafter referred to as "GRANTORS") for and in consideration of the amount of Four thousand five hundred ninety-one and No/100 (\$4,591.00) Dollars, cash in hand paid to the undersigned by **THE CITY OF MOBILE**, a municipal corporation of the State of Alabama, (hereafter "**City**"), and the **BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE**, a public corporation of the State of Alabama, (hereafter "**Board**"), (the City and Board hereafter collectively referred to as "**GRANTEES**") receipt whereof is hereby acknowledged, and for the further consideration of the general benefit which will accrue to the public, DO HEREBY, to the extent of GRANTOR'S power and authority to do so, and subject to the terms and conditions set forth herein, **REMISE, RELEASE, QUITCLAIM and CONVEY** unto the following **GRANTEES**:

1. The **CITY**, their successors and assigns, a permanent drainage easement full and free right, liberty and authority to enter upon and to construct, operate and maintain a storm drainage sewer and/or ditch, or other such drainage improvements as deemed necessary and appropriate by the **GRANTEES** for the Project No. 2018-3005-11, 2018 CIP Woodcock Creek, West Branch Drainage Improvements and any future projects along this easement, over, under and across the following described land, and;

**SEE "EXHIBIT A" ATTACHED HERETO
AS SHOWN IN "EXHIBIT B"**

It is understood between the parties that the rights in and to the above described property which the Grantors are relinquishing by this instrument include, but are not limited to, the right to plant and grow shade and ornamental trees on said property, and the right to place any structure, vehicle or other personal property on any part of the property above described, either temporarily or permanently. The CITY shall have the right to install fencing or 6-foot privacy fence or other improvements within the easement boundary line. Any such fencing or improvements shall be deemed a one-time installation only. The CITY shall have no duty or obligation to maintain, repair, replace, inspect, or assume liability for said fencing or improvements and all maintenance and upkeep shall be the sole responsibility of the Grantor, its successors, and assigns. Nothing herein shall be construed as an acceptance by the CITY of any maintenance responsibility.

TO HAVE AND TO HOLD, the said permanent drainage easement unto the **GRANTEES**, their successors and assigns, as appurtenant to its storm drainage sewer and/or ditch, or other drainage

improvements deemed appropriate and/or necessary so long as the CITY, its successors and assigns, shall continue to operate and use for such purposes the storm drainage sewer and/or ditch, or other such drainage improvements constructed thereon or thereunder; and,

2. The **BOARD**, its successors and assigns, a permanent utility easement for construction, operation, inspection, maintenance, replacement and removal of a utility line under the soil of the same strip of land running across the GRANTORS's parcel of real property, in the County of Mobile, State of Alabama which strip and easement are more particularly described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO
AS SHOWN IN EXHIBIT "B"**

TO HAVE AND TO HOLD unto **BOARD**, its successors and assigns, for so long as the GRANTEES, its successors and assigns, shall continue to use said easement for such purposes as stated herein.

Except as otherwise provided herein, GRANTEES do hereby obtain all the rights and privileges necessary or convenient for the full enjoyment or use of said easement, including the right of necessary and reasonable ingress and egress by the agents and employees of GRANTEES, their successors and assigns, over, and across the strip of land hereinabove described for the purpose of laying, inspecting, repairing, and maintaining said line or lines under the soil along said strip.

It is understood and agreed by all parties hereto that the rights hereby granted are subject to the following terms and conditions:

- a. This easement is made subject to any and all liens, encumbrances, easements, rights of way and all other matters recorded in the office of the Judge of Probate, Mobile County, Alabama.
- b. All construction and maintenance of the utility line or lines will be the full responsibility of the **BOARD**.
- c. **BOARD** covenants that the initial improvements to the Subject Property will be in substantial compliance with the CITY'S storm water ordinances and with those engineering drawings prepared by Michael Baker International which such drawings are hereby incorporated by reference herein as a part hereof. The said utility line shall be constructed only after approval by the CITY'S Engineering Department via the CITY'S Land Disturbance Permitting Process.
- d. Any City owned drainage improvements and/or structures are to be identified, noted and protected on plans submitted via the CITY'S Land Disturbance Permitting Process.
- e. **BOARD**, in the construction or maintenance of the utility line, will not be permitted to interfere with maintenance operations, nor alter the hydraulic capacity or function of any adjacent drainage systems. Any damage to the said drainage systems resulting from activities by the **BOARD** will be repaired or replaced to design capacity and function at **BOARD'S** sole expense.

- f. Any and all lands and /or improvements, disturbed in the utilization of the rights hereby granted will be restored by the BOARD to a condition substantially the same as existed immediately prior to said disturbance; BOARD must establish vegetation or provide other means of erosion control on all areas disturbed by any of its activities and any erosion caused by its activities must be repaired all at no direct cost to the GRANTORS.
- g. The easement granted hereby may not be conveyed by the BOARD without the written consent of the GRANTORS, which such consent will be granted or withheld at the sole discretion of the GRANTORS.
- h. Except as otherwise provided herein, BOARD does hereby obtain all rights and privileges necessary or convenient for full enjoyment or use of said easement.
- i. In consideration of the above, Grantor hereby releases City from all consequential damages, present or prospective to the property of Grantor, arising out of construction, maintenance or repair of said easement.
- j. The rights conveyed pursuant to this easement shall be deemed conveyed when this instrument is signed by all parties hereto.

IN WITNESS WHEREOF, this instrument is executed this the 29 day of January, 2026

GRANTORS/OWNERS:

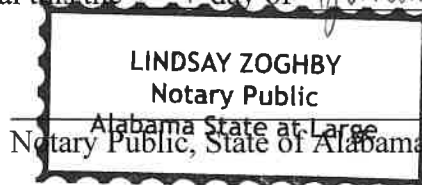
Mary Ellen Zoghby
Mary Ellen Zoghby (printed name)

Karen Zoghby Charnock
Karen Zoghby Charnock (printed name)

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Mary Ellen Zoghby and Karen Zoghby Charnock, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 29 day of January, 2026



My Commission Expires: 2-11-27

GRANTEES:
**BOARD OF WATER AND SEWER
COMMISSIONERS OF THE CITY OF MOBILE,**
a Public Corporation

By: _____
Daryl B. Russell
Its: Director of Planning & Market Development

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Daryl B. Russell as Director of Planning & Market Development of the Board of Water and Sewer Commissioners of the City of Mobile, a public corporation, 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 above and foregoing conveyance, that he, as such officer and with full authority, executed the same voluntarily for and as the act of said public corporation, on the day the same bears date.

Given under my hand and official seal this the ____ day of _____ 20__.

Notary Public, State of Alabama

My Commission Expires: _____

GRANTEES:
CITY OF MOBILE, a Municipal Corporation

By: _____
Spiro N. Cheriogotis, Mayor

ATTEST:

City Clerk, Lisa C. Lambert

GRANTEES:
Board of Water and Sewer Commissioners
of the City of Mobile
207 N. Catherine Street
Mobile, AL 36603

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

GRANTORS:
Mary Ellen Zoghby and Karen Zoghby Charnock
2617 S. Florida Street
Mobile, AL 36606

This instrument prepared by:
City of Mobile
P.O. Box 1827
Mobile, AL 36633

EXHIBIT "A"
CITY OF MOBILE PROJECT NUMBER
2018-3005-11, WOODCOCK CREEK

TRACT 12

State of Alabama
County of Mobile

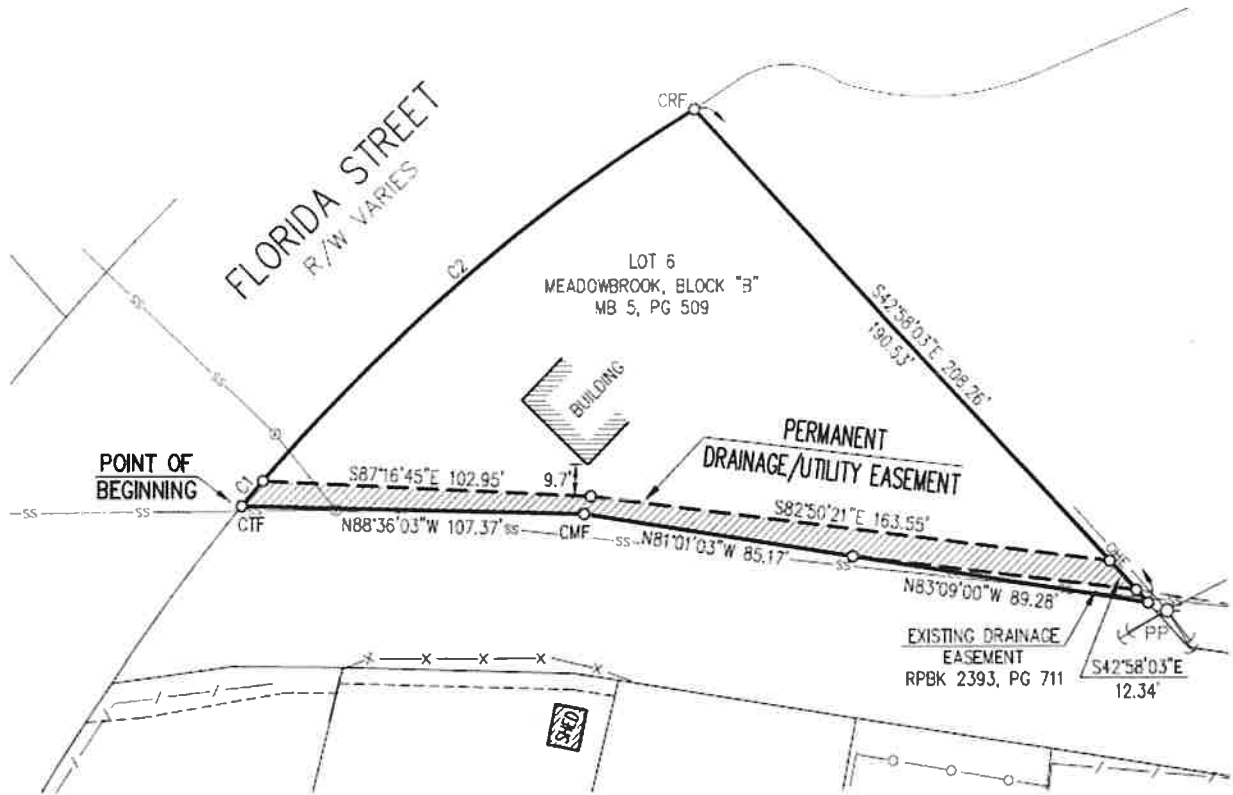
A portion of Lot 6, Meadowbrook, Block "B", as recorded in Map Book 5, Page 509 of the records in the office of the Judge of Probate, Mobile County, Alabama,

more particularly described as follows:

Beginning at a crimp top pipe at the southwest corner of Lot 6, Meadowbrook, Block "B", as recorded in Map Book 5, Page 509 of the records in the office of the Judge of Probate, Mobile County, Alabama; thence run northeastwardly along the east right-of-way line of Florida Street (variable r/w), along the west line of said Lot 6, and along the arc of a curve to the right (having a delta of $01^{\circ}-01'-07''$, a radius of 571.53 feet, a chord bearing of North $40^{\circ}-25'-13''$ East, and a chord length of 10.16 feet) an arc distance of 10.16 feet; thence run South $87^{\circ}-16'-45''$ East a distance of 102.95 feet; thence run South $82^{\circ}-50'-21''$ East a distance of 163.55 feet to the northeast line of said Lot 6; thence run South $42^{\circ}-58'-03''$ East along said east line a distance of 12.34 feet to the north line of an existing drainage easement (Real Property Book 2393, Page 711); thence run North $83^{\circ}-09'-00''$ West along the north line of said existing drainage easement a distance of 89.28 feet to the south line of said Lot 6; thence run North $81^{\circ}-01'-03''$ West along the south line of said Lot 6 a distance of 85.17 feet to a 4"x4" concrete monument; thence run North $88^{\circ}-36'-03''$ West along the south line of said Lot 6 a distance of 107.37 feet to the Point of Beginning. The described Permanent Drainage/Utility Easement contains 1,996 square feet (0.05 acre), more or less.

EXHIBIT "B"

THIS IS NOT A BOUNDARY SURVEY



CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1°01'07"	571.53'	10.16'	N40°25'13"E	10.16'
C2	17°48'48"	571.53'	177.69'	N49°50'11"E	176.97'

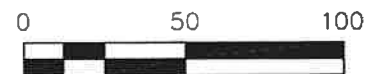
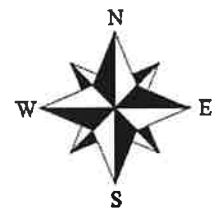
LEGEND

CTF	CRIMP TOP PIPE
CMF	4"x4" CONCRETE MONUMENT
CRF	CAPPED REBAR (POLY)
—○—○—	CHAIN-LINK FENCE
—/—/—	WOOD FENCE
—x—x—	WIRE FENCE
PP—○—	UTILITY POLE WITH ANCHOR
—OHE—	OVERHEAD UTILITY LINE

R02-29-08-20-3-000-086

KEY NO. 863514

ZOGHBY, MARY ELLEN &
CHARNOCK, KAREN ZOGHBY
2617 S. FLORIDA ST
MOBILE, AL 36606



1" = 50'

TRACT 12
CITY OF MOBILE PROJECT NUMBER
2018-3005-11, WOODCOCK CREEK

MAY 7, 2025

EXHIBIT B



AGENDA ITEM SUMMARY SHEET

Agenda of: March 10, 2026

Submitted by:

James Roberts, Sr Dir-Neighborhood Dev

Sponsored by:

Cory Penn, Councilmember
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. PY 2026 Resolution for Council

REVIEWERS:

Lana Pafenbach
Lana Pafenbach

RESOLUTION

Sponsored By: Mayor William S. Stimpson and Councilor Cory Penn

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Action Plan for 2026 is hereby adopted. Said Plan shall direct resources to develop a viable urban community by providing decent affordable housing and a suitable living environment along with expanding economic opportunities for low and moderate-income persons. Said Action Plan is the fourth installment within the City's overall five-year "2023-2027 Consolidated Housing and Community Development Plan," and establishes projects for the next Program Year from May 1, 2026 through April 30, 2027, to be funded with assistance from the following three programs which are funded by the U.S. Department of Housing and Urban Development (HUD): Community Development Block Grants (CDBG), HOME Investment Partnership Grants (HOME), and Emergency Solutions Grants (ESG). This funding being authorized and permitted to be drawn on a first in first out accounting basis. The City followed its HUD and City Council approved Citizen Participation Plan throughout the process.

BE IT FURTHER RESOLVED that the Mayor, or his designee, is authorized to act on behalf of the City of Mobile in the filing of this plan with HUD, and that this authorization extends to the execution of all required certifications and to all other actions required to obtain referenced Federal funds. The Mayor, or his designee, is further authorized to execute Subrecipient Agreements, Conditional Commitment Letters, Developer Agreements, Administrative Agreements, Loan Agreements, and associated security documents on behalf of the City in accordance with the funding recommendations attached herein as Exhibit 1.

A copy of this Plan shall remain on file in the office of the City Clerk.

Adopted:

Lisa C. Lambert, City Clerk

EXHIBIT 1



2026 Program Year Action Plan

PY 2026-2027 ACTION PLAN PROJECTS AND COMMUNITY PARTNERS

Community Development Block Grant (CDBG)

City of Mobile Programs

HUD Category

Administration (City of Mobile)	Administration	593,400
Public Facility and Improvements	Public Facilities	250,000
Float Loan Program	Various Eligibilities	1,000,000
Housing Rehabilitation	Decent Housing	995,360
Microenterprise Loan Program	Economic Opportunity	86,186
Blight Removal	Decent Housing	450,000
SUBTOTAL – CITY OF MOBILE PROGRAMS		3,374,946

Community Development Block Grant (CDBG)

Public Services

HUD Category

Dearborn YMCA	Public Services	12,000
Dumas Wesley Community Center	Public Services	15,000
Districts 1, 2, and 3 Food Pantry Program	Public Services	45,000
Legal Services of Alabama-Fair Housing	Public Services	40,000
Legal Services of Alabama-Will Program	Public Services	40,000
Mobile Area Interfaith Conference	Public Services	20,000
Mobile Housing Authority	Public Services	9,000
Ozanam Charitable Pharmacy	Public Services	45,000
VIA Senior Services	Public Services	15,000
VIA Volunteer Guardian Program	Public Services	15,000
United Methodist Inner City Mission	Public Services	43,000
United Way of Southwest Alabama	Public Services	6,000
City of Mobile Intern Program	Public Services	10,240
SUBTOTAL – PUBLIC SERVICES		315,240

TOTAL ANTICIPATED CDBG FUNDING \$ 3,690,186

Emergency Solutions Grant (ESG)

HUD Category

Administration (City of Mobile)	Administration	15,000
Legal Services of Alabama	Homeless Prevention	66,682
McKemie Place	Emergency Shelter	28,000
Family Promise	Emergency Shelter	25,000
Penelope House Family Violence Center	Emergency Shelter	40,000
Franklin Primary Health Center	Street Outreach	15,000
Salvation Army	Emergency Shelter	14,500

TOTAL ANTICIPATED ESG FUNDING \$ 204,182

HOME Investment Partnership Program (HOME) &

City of Mobile and Developers

HUD Category

Administration (City of Mobile)	Administration	99,200
Homebuyer Activities-(TBD)	Decent Housing	149,100
Affordable Housing-Homebuyer/Rental Activities (TBD)	Decent Housing	745,207

TOTAL ANTICIPATED HOME FUNDING \$ 993,507

SUMMARY: 2026-2027 ANTICIPATED HUD FUNDING

Community Development Block Grant (CDBG)	\$ 3,690,186
Emergency Solutions Grant (ESG)	\$204,182
HOME Investment Partnership Program (HOME)	\$993,507
GRAND TOTAL	\$ 4,887,875



AGENDA ITEM SUMMARY SHEET

Agenda of: March 10, 2026

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Authorize Settlement Agreement and Release of Claims: Z. Christian

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution.Settlement Zoie Christian 2026

REVIEWERS:

Lana Pafenbach

Lana Pafenbach

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claims of Zoie Christian, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of: March 10, 2026

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Authorize Settlement Agreement and Release of Claims: Jamyre K. Reed

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution.Settlement Jamyre Reed 2026

REVIEWERS:

Lana Pafenbach

Lana Pafenbach

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claims of Jamyre Reed, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

City Clerk

RESOLUTION

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

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Rezoning
of Property Located at 1724 Michigan Avenue

Pursuant to Resolution of the Mobile, Alabama City Council adopted **February 3, 2026**, a public hearing will be held on the **10th** day of **March**, 2026 at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 1724 Michigan Avenue from B-2, Neighborhood Business Suburban District, to B-5, Office Distribution District.

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

Lisa C. Lambert
City Clerk

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

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

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

LOT A, OF TRAVEL QUARTERS SUBDIVISION, AS RECORDED IN MAP BOOK 91, PAGE 47, OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA.

ALSO,

LOT B, OF TRAVEL QUARTERS SUBDIVISION, AS RECORDED IN MAP BOOK 91, PAGE 47, OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from Neighborhood Business Suburban District (B-2) to Office Distribution District (B-5), and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a B-5, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a B-5, until the condition set forth below has been complied with: 1. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 10th day of March, 2026, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 11th day of February, 2026 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **1724 Michigan Avenue**.

The proposed amendment to the Unified Development Code changes the classification of the subject property from **Neighborhood Business Suburban District (B-2)** to **Office Distribution District (B-5)**. Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-5** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in **B-5** districts until the following condition has been complied with: **1. Full compliance with all municipal codes and ordinances.**

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

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

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

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

LOT A, OF TRAVEL QUARTERS SUBDIVISION, AS RECORDED IN MAP BOOK 91, PAGE 47, OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA.

ALSO,

LOT B, OF TRAVEL QUARTERS SUBDIVISION, AS RECORDED IN MAP BOOK 91, PAGE 47, OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from **Neighborhood Business Suburban District (B-2)** to **Office Distribution District (B-5)**, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a **B-5**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-5**, until the condition set forth below has been complied with: **1. Full compliance with all municipal codes and ordinances.**

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

Adopted:

Lisa Lambert, City Clerk

**J. Paul McClendon, Larry E. Speaks & Associates, Inc.
1724 Michigan Avenue
Council District 3
C.J. Small**



THE CITY OF MOBILE, ALABAMA .
PLANNING & ZONING DEPARTMENT
MOBILE CITY PLANNING COMMISSION

January 29, 2026
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission, at its meeting on January 15, 2026, considered the request of **J. Paul McClendon**, for a change in zoning **from Neighborhood Business Suburban District (B-2) to Office Distribution District (B-5)**, for the property located at **1724 Michigan Avenue**.

After discussion it was decided to recommend approval of the rezoning request to the City Council.

Copies of the application and report are attached.

Sincerely,

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

PLANNING AND ZONING
29 JAN 2026 AM 11:06

LETTER OF DECISION

January 16, 2026

J. Paul McClendon
Larry E. Speaks & Associates, Inc.
535 Herron Street
Montgomery, Alabama 36104

Re: 1724 Michigan Avenue
ZON-UDC-003585-2025
J. Paul McClendon, Larry E. Speaks & Associates, Inc.
District 3
Rezoning from Neighborhood Business Suburban District (B-2) to Office Distribution District (B-5)

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

At its meeting on January 15, 2026, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following criteria prevail to support Rezoning of the property to **B-5, Office Distribution District**:

- A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
- B) Compatibility. The proposed amendment is compatible with:
 - (1) The current development trends, if any, in the vicinity of the subject property;
 - (2) Surrounding land uses;
 - (3) Would not adversely impact neighboring properties; or
 - (4) Cause a loss in property values.
- C) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
- D) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,
- E) Change. Changed or changing conditions in a particular area make an amendment necessary and desirable.
- F) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval of Rezoning the property to **B-5, Office Distribution District**, to the City Council, subject to the following condition:

- 1. Full compliance with all municipal codes and ordinances.

P.O. BOX 1827 ■ MOBILE, ALABAMA 36633-1827

ZON-UDC-003585-2025 1724 Michigan Avenue
January 16, 2026

The advertising fee for this application based on the current legal description is **\$280.44**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

PLANNING AND ZONING
23 JAN 2026 11:06
Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By: Stephen Guthrie
Stephen Guthrie
Deputy Director of Planning and Zoning

J. Paul McClendon, Larry E. Speaks & Associates, Inc. (ZON-UDC-003585-2025)

From <dlogananderson@cityofmobile.org>
Date Mon 12/15/2025 11:34 AM
To pmcclendon@lespeaks.com <pmcclendon@lespeaks.com>
Cc Aamoth, Victoria <victoria.aamoth@cityofmobile.org>; Green, Tiffany <greent@cityofmobile.org>; Walley, Samara <samara.walley@cityofmobile.org>

Good morning,

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

An invoice for the application fees has been issued. Once payment is received, the application will be placed on the appropriate Planning Commission agenda. However, **the following items must be addressed before the application can be considered complete for Planning Commission review:**

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

If the application fees are paid **by 3:30 p.m. today (December 15, 2025)**, the case will be scheduled for the **January 15, 2025, Planning Commission** agenda.

IMPORTANT

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

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

Regards,
Logan Anderson
Principal Planner
Build Mobile
dlogananderson@cityofmobile.org
(251) 208-5895 office
(251) 208-7904 direct





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:	J. Paul McClendon	
Firm:	Larry E. Speaks & Associates, Inc.	
Phone:	(334) 262-1091	
Email:	pmcclendon@lespeaks.com	
Address:	535 Herron Street, Montgomery, AL 36104	

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

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

Revised February 2023

	Owner	Design Professional
Name:	Omer Aljalal	J. Paul McClendon
Firm:	Kanan Group LLC	Larry E. Speaks & Associates, Inc.
Phone:	(313) 712-1464	(334) 262-1091
Email:	omer.aljalal@yahoo.com	pmcclendon@lespeaks.com
Address:	65 Cody Road N., Ste. E, Mobile, AL 36608	535 Herron Street, Montgomery, AL 36104

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

1724 Michigan Avenue, Mobile, AL 36605

3.77 Ac. Total

Property Address

Property Area (acres or square feet)

2911360007004.002, 2911360007004.000

Parcel Number(s) or Key Number(s)

B-2

B-5

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

12-12-25

Date



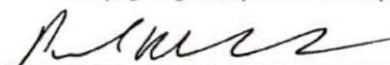
Applicant or Agent Signature (if applicable)

12/12/25

Date

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

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



Applicant or Agent Signature

12/12/25

Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

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

Revised February 2023

CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

The following information is required to evaluate applications for Rezoning, Text Amendments, or Specific Area Plan Amendments. Please provide a statement for all items.

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

- | | |
|--|--|
| ☒ Planning Commission Application | ☒ A Concept Plan or Site Plan due to complexity of project or if required by Planning Commission |
| ☒ Neighborhood Meeting documentation | ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer |
| ☒ Boundary Plan | N/A |

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the [Comprehensive Plan, Map for Mobile](#).
The Comprehensive Plan notes the Michigan Avenue Corridor as an economic development priority area, and identifies the subject property as Institutional Development. The proposed rezoning and subsequent development will provide economic benefits to the Michigan Avenue Corridor, and serve the I-10 corridor and increased traffic due to additional ongoing developments in the area.

Institutional Development

Future Land Use Map (FLUM) Designation

B-5

Requested Zoning

2. Was there a mistake or error in the original zoning map? ☐ Yes ☒ No
If yes, describe the error

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

The rezoning will allow for redevelopment to serve the proposed institutional nature of the area. The redevelopment will create jobs, eliminate abandoned infrastructure and urban blight, and provide a needed service for the increased institutional and industrial use of the area.

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

The area is moving to a more institutional and industrial use. The proposed B-5 zoning will allow for overnight truck parking to serve nearby developments that are currently under construction, as well as the important I-10 corridor.

B. SITE AND NEIGHBORHOOD COMPATIBILITY The following will be considered when evaluating application for compatibility with surrounding uses.

1. Describe the current development trends in the area of the property.

The area is currently trending away from residential and more to an institutional and industrial use.

2. Describe the surrounding land uses.

The surrounding land use is former residential housing that is being converted to industrial use.

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.

Additional traffic created by the proposed development, although minimal, will be mitigated by improvements to the Michigan Avenue corridor and Cardinal Drive, as proposed by others and coordinated with the City of Mobile. All truck traffic will access the site from Cardinal Drive, minimizing impacts along Michigan Avenue. Stormwater runoff will be reduced by reducing the amount of impervious area located on the site when compared with the predeveloped conditions.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.

All necessary infrastructure (water, sewer, access points, etc.) needed to serve the project is currently in place.

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

The proposal will allow for a small travel center that will serve the Michigan Avenue and I-10 corridors, while simultaneously eliminating urban blight and creating local jobs.

C. SPECIFIC AREA PLANS For Specific Area Plans (regulating plans, Neighborhood Plans, and overlay districts), describe proposed changes to area plan.

N/A

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?

December 11, 2025 at Bishop State Community College SW Campus, located at 925 Dauphin Island Parkway, Mobile, AL 36605

2. What information was presented at the meeting?

A Rezoning Exhibit showing the limits of the subject property, as well as a concept drawing of the proposed Travel Center.

3. What concerns were raised during the meeting?

Access was a concern until it was communicated that all truck traffic would access the site from Cardinal Drive East. There were concerns regarding overflow truck parking, site lighting and security, and aesthetics/screening. All concerns were seemingly alleviated through discussion of site lighting and landscaping as required by The City of Mobile's Unified Development Code. There were concerns discussed regarding other ongoing developments in the area that are not associated with this project.

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

Landscaping will be utilized to strategically prevent overflow parking outside of paved areas, as well as to provide screening for the truck parking area from Michigan Avenue. Site lighting will meet the City's requirements.

CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

The following information is required to evaluate applications for Rezoning, Text Amendments, or Specific Area Plan Amendments. Please provide a statement for all items.

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

- | | |
|--|--|
| ☒ Planning Commission Application | ☒ A Concept Plan or Site Plan due to complexity of project or if required by Planning Commission |
| ☒ Neighborhood Meeting documentation | ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer |
| ☒ Boundary Plan | N/A |

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the [Comprehensive Plan, Map for Mobile](#).
The Comprehensive Plan notes the Michigan Avenue Corridor as an economic development priority area, and identifies the subject property as Institutional Development. The proposed rezoning and subsequent development will provide economic benefits to the Michigan Avenue Corridor, and serve the I-10 corridor and increased traffic due to additional ongoing developments in the area.

Institutional Development

Future Land Use Map (FLUM) Designation

B-5

Requested Zoning

2. Was there a mistake or error in the original zoning map? ☐ Yes ☒ No
If yes, describe the error

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

The rezoning will allow for redevelopment to serve the proposed institutional nature of the area. The redevelopment will create jobs, eliminate abandoned infrastructure and urban blight, and provide a needed service for the increased institutional and industrial use of the area.

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

The area is moving to a more institutional and industrial use. The proposed B-5 zoning will allow for overnight truck parking to serve nearby developments that are currently under construction, as well as the important I-10 corridor.

B. SITE AND NEIGHBORHOOD COMPATIBILITY The following will be considered when evaluating application for compatibility with surrounding uses:

1. Describe the current development trends in the area of the property.

The area is currently trending away from residential and more to an institutional and industrial use.

2. Describe the surrounding land uses.

The surrounding land use is former residential housing that is being converted to industrial use.

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.

Additional traffic created by the proposed development, although minimal, will be mitigated by improvements to the Michigan Avenue corridor and Cardinal Drive, as proposed by others and coordinated with the City of Mobile. All truck traffic will access the site from Cardinal Drive, minimizing impacts along Michigan Avenue. Stormwater runoff will be reduced by reducing the amount of impervious area located on the site when compared with the predeveloped conditions.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.

All necessary infrastructure (water, sewer, access points, etc.) needed to serve the project is currently in place.

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

The proposal will allow for a small travel center that will serve the Michigan Avenue and I-10 corridors, while simultaneously eliminating urban blight and creating local jobs.

C. SPECIFIC AREA PLANS For Specific Area Plans (regulating plans, Neighborhood Plans, and overlay districts), describe proposed changes to area plan.

N/A

This instrument prepared by:

Paula D. Kennon, Esq
Law and Land Title, LLC
P.O. Box 3150
Orange Beach, Alabama 36561
251-981-0940
24-0102

SPACE ABOVE THIS LINE FOR RECORDING DATA

STATE OF ALABAMA)
COUNTY OF MOBILE)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that **Sunshine Hotels of Alabama LLC, an Alabama Limited Liability Company**, hereinafter called the "Grantor", for and in consideration of the sum of ONE MILLION FIVE HUNDRED THOUSAND DOLLARS AND 00/100 (\$1,500,000.00) cash and other good valuable considerations to the said Grantor in hand paid by **Kanan Group LLC**, an Alabama limited liability company, hereinafter called the "Grantee" receipt of which is hereby acknowledged, does hereby GRANT, SELL, BARGAIN AND CONVEY unto the said Grantee, in fee simple, together with every contingent remainder and right of reversion, all that real property situated in the County of Mobile, State of Alabama, described as follows, to-wit:

Lot A, of Travel Quarters Subdivision, as recorded in Map Book 91, Page 47, of the records in the Office of the Judge of Probate of Mobile County, Alabama.

LESS AND EXCEPT such oil, gas, and other mineral interests and all rights and privileges in connection therewith as may have been reserved or conveyed by prior owners, if any.

Parcel ID Number: 29 -11- 36-0-007-004.002

Address: 1724 Michigan Avenue (Lot A), Lot "A", Mobile, AL 36605

And

Lot B, of Travel Quarters Subdivision, as recorded in Map Book 91, Page 47, of the records in the Office of the Judge of Probate of Mobile County, Alabama.

LESS AND EXCEPT such oil, gas, and other mineral interests and all rights and privileges in connection therewith as may have been reserved or conveyed by prior owners, if any.

Parcel ID Number: 29 11 36 0 007 004.XXX

Address: 1724 Michigan Avenue (Lot B), Lot "B", Mobile, AL 36605

This conveyance is made by Grantor pursuant to an exchange agreement and assignment of purchase contract as part of an indirect tax-deferred exchange of real estate under I.R.C. Section 1031.

Conveyance of the above described property and all covenants and warranties of the GRANTOR hereunder (whether express, implied or statutory) is made and subject to the following:

1. All covenants, easements, reservations of record, zoning ordinances, taxes and assessments for the year 2024, and thereafter.
2. Prior reservations to all oil, gas and mineral rights, and all rights in connection therewith.
3. Zoning, if any, planning, subdivision regulations, and other ordinances, laws, restrictions or regulations upon the use or division of the land comprising the Subdivision as may be legally imposed by the County of Mobile, Alabama, any municipality in which the property may lie, the State of Alabama, or any other governmental authorities having jurisdiction over the land in the subdivision/property, which includes but is not limited to, any municipality which has placed subdivision rules and regulations of record, including any amendments and all documents located in the county or municipal offices or the owners' association, if applicable, in which the land is subject to which may not be recorded in the public records.
4. Subject to any and all covenants, conditions and restrictions appearing of record and any amendments thereto.

THE RECORDING references refer to the records in the Office of the Judge of Probate of Mobile County, Alabama, unless otherwise indicated.

TOGETHER WITH ALL AND SINGULAR, the rights, members, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said Grantee, in fee simple, forever, and to the heirs and assigns of the Grantee, together with every contingent remainder and right of reversion.

Grantor, subject to any aforesaid exceptions and reservations, for itself or for its assigns and administrators, covenants, with Grantee, its administrators and assigns, that it is lawfully seized in fee simple of said premises; that it is free from all encumbrances; that it has a good right to sell and convey the same as aforesaid; and it will, and its assigns and administrators shall,

warrant and defend the same to Grantee, its, administrators and assigns forever against the lawful claims of all persons.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal this the 24th day of September, 2024.

Sunshine Hotels of Alabama, LLC, an Alabama limited liability company

Maya Devi Mallick Saujet
By: Maya Devi Mallick Saujet,
As its Member Representative

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Maya Devi Mallick Saujet, as member of Sunshine Hotels of Alabama LLC, an Alabama limited liability company, whose name is signed to the foregoing conveyance, and who is known to me and has acknowledged before me on this day that, being informed of the contents of the conveyance, she, as such representative member and with full authority, executed the same voluntarily on the same bears date.

Given under my hand and seal this the 24th day of September, 2024.



A. Sheikh
Notary Public:
My Commission Expires: Feb 9, 2025

The following information is provided pursuant to Alabama Code §40-22-1:

Grantor's Name: Sunshine Hotels of Alabama LLC
Mailing Address: 9400 Culver Boulevard, Culver City, CA 90232
Grantee's Name: Kanan Group LLC
Mailing Address: 65 Cody Road North, Mobile, AL 36608
Property Address: 1724 Michigan Avenue (Lot A), Lot "A", Mobile, AL 36605

Date of Sale: September 25, 2024
Total Purchase Price: \$ 1,500,000.00
or
Actual Value \$
or
Assessor's Market Value: \$

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required).

☐ Bill of Sale
☐ Sales Contract
☒ Closing Statement

☐ Appraisal
☐ Other _____



City of Mobile · Planning & Zoning
Neighborhood Meeting Cover Sheet

Please complete this cover sheet to submit with all required meeting documentation

Date of Submittal: December 15, 2025

The following documentation has been collected, signed, and submitted with this cover sheet to the City of Mobile Planning and Zoning Department for the proposed application(s) (i.e. Rezoning, Planned Development, Conditional Use Permit):

Neighborhood Meeting Date: December 11, 2025

Neighborhood Meeting Time: 5:00 PM CST

Neighborhood Meeting Location: Bishop State Community College, SW Campus
925 Dauphin Island Parkway, Mobile, AL 36605, Classroom SW111

The following documents are enclosed (place a checkmark where applicable):

- ☒ Dated photograph(s) of the posted sign(s)
- ☒ The verified address list of surrounding property owners to whom notification was provided
- ☒ A copy of the notice advertising the Neighborhood Meeting
- ☒ A sign-in sheet documenting meeting attendance
- ☒ A written summary or minutes of the meeting
- ☒ Copies of any site plans, building elevations or other documents provided or referenced at the meeting
- ☐ Additional documents (Describe: _____)

Applicant's Name: Paul McClendon
(First Name & Last Name)

Applicant's signature attesting to the accuracy of the documentation provided:

X  Date: 12/12/25

All required meeting documentation must be submitted to the Planning and Zoning Department not less than 15 days before the applicable Planning Commission meeting date. Failure to do so will require the associated application(s) to be heldover to a later meeting date.

NEIGHBORHOOD MEETING NOTICE

For Planning Commission Application

Request: Rezoning

Applicant: Larry E. Speaks & Associates, Inc.

Phone#: (334) 262-1091

Meeting Date: December 11, 2025

Meeting Time: 5:00 p.m.

Meeting Location: Bishop State Community College Southwest Campus
925 Dauphin Island Parkway, Mobile, AL 36605 Classroom SW 111

2025/11/25
09:23

NEIGHBORHOOD MEETING NOTICE

For Planning Commission Application

Request: Rezoning

Applicant: Larry E. Speaks & Associates, Inc.

Phone#: (334) 262-1091

Meeting Date: December 11, 2025

Meeting Time: 5:00 p.m.

Meeting Location: Bishop State Community College Southwest Campus
925 Dauphin Island Parkway, Mobile, AL 36605 Classroom SW 111

2025/11/25
09:26

65 Cody Road N., Ste. E
Mobile, AL 36608

December 11, 2025.

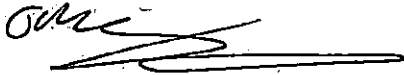
City of Mobile
Planning and Zoning
205 Government Street
3rd Floor, South Tower
Mobile, AL 36602

Dear Ms. Beaco:

We, Kanan Group LLC, being owner of the property which is the subject of this rezoning application located at 1724 Michigan Avenue (Parcels 2911360007004.002 and 2911360007004.000, hereby authorize Mr. J. Paul McClendon of Larry E. Speaks & Associates, Inc. to act as the applicant in regards to this rezoning request.

Respectfully,

Omer Aljalal





Plan Submission Contact Information

Name of Project 1724 Michigan Avenue Travel Center
Address 1724 Michigan Avenue, Mobile, AL 36605

Owner Kanan Group LLC
Address 65 Cody Road, Mobile, AL Zip Code 36608
Phone (313) 721-1464 Fax _____ Email omer.aljalal@yahoo.com

Authorized Agent J. Paul McClendon
Address 535 Herron Street, Montgomery, AL Zip Code 36104
Phone (334) 262-1091 Fax (334) 262-2211 Email pmcclendon@lespeaks.com

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

Civil Engineer Larry E. Speaks & Associates, Inc. (J. Paul McClendon)
Address 535 Herron Street, Montgomery, AL Zip Code 36104
Phone (334) 262-1091 Fax (334) 262-2211 Email pmcclendon@lespeaks.com

Architect _____
Address _____ Zip Code _____
Phone _____ Fax _____ Email _____

Submitted by:


Signature

December 15, 2025

Date

J. Paul McClendon

Print

Larry E. Speaks & Associates, Inc.

Affiliation to project/Organization

NEIGHBORHOOD MEETING NOTICE

For Planning Commission Application

Request: Rezoning

Applicant: Larry E. Speaks & Associates, Inc.

Phone#: (334) 262-1091

Meeting Date: December 11, 2025

Meeting Time: 5:00 p.m.

Meeting Location: Bishop State Community College Southwest Campus
925 Dauphin Island Parkway, Mobile, AL 36605 Classroom SW 111

2025/11/25
09:28



Mobile Airport Authority
1891 9th Street
Mobile, AL 36615

Nassar Petroleum, Inc.
3210 Bromley Place
Mobile, AL 36606

Mobile Housing Board
P. O. Box 1345
Mobile, AL 36622

**ADJACENT PROPERTY OWNERS
FOR
1724 MICHIGAN AVENUE
MOBILE, ALABAMA
KANAN GROUP, LLC
DECEMBER 11, 2025**

Mobile Airport Authority
1891 9th Street
Mobile, AL 36615

Nassar Petroleum, Inc.
3210 Bromley Place
Mobile, AL 36606

Mobile Housing Board
P. O. Box 1345
Mobile, AL 36622

LARRY E. SPEAKS & ASSOCIATES, INC.
CONSULTING ENGINEERS & LAND SURVEYORS

535 Herron Street
Montgomery, Alabama 36104
Telephone: 334.262.1091
Facsimile: 334.262.2211



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SEWAGE COLLECTION, TREATMENT & DISPOSAL
SOLID WASTE LANDFILLS
STORM DRAINAGE STUDIES & DESIGN
SUBDIVISIONS
SURVEYING: LAND SURVEYS
CONSTRUCTION SURVEYS
TOPOGRAPHIC MAPS
WATER SUPPLY, TREATMENT & DISTRIBUTION

NOTICE OF NEIGHBORHOOD MEETING
November 21, 2025

Dear Property Owner(s):

This letter is to inform you that a Neighborhood Meeting has been scheduled to discuss the following application(s) that Larry E. Speaks & Associates will be submitting to the Mobile City Planning Commission:

1. Rezoning- Zoning change to rezone the property at 1724 Michigan Avenue from Neighborhood Business District (B-2) to Office Distribution (B-5).

The Neighborhood Meeting will be held at the following time, date and location:

5:00 pm on Thursday, December 11, 2025 at Bishop State Community College,
Southwest Campus, Classroom 111

You are receiving this notice because your property is located within 300 feet of 1724 Michigan Avenue, Mobile, in compliance with the notification requirements of Article 5 of the City's Unified Development Code (UDC). You or your agent are invited to attend the Neighborhood Meeting to learn more about the above referenced application(s), ask questions, and present your views.

Sincerely,

J. Paul McClendon
Larry E. Speaks & Associates, Inc.
535 Herron Street, Montgomery, AL 36104
pmcclendon@lespeaks.com

Neighborhood Meeting

Date: December 11, 2025

Time: 5:00 PM CST

Location of Neighborhood Meeting: BISHOP STATE

925 Dauphin Island Pkwy, Classroom 111

Project Location: 1724 MICHIGAN AVE

Project/Application (e.g. Rezoning from R-1 to B-1): _____

B-2 / B-5

Applicant's Signature Attesting to the Accuracy of This Sheet:

X [Signature] Date: 12/11/25

Please Sign In:

Name: KARY LUCAS Email: Kary leroy lucas@yahoo.com
Address: 1660 HUETEL ST. Phone: (251) 222-0982

Name: Stewart Thames IV Email: stthames@magnardnorsen.com
Address: 1891 Ninth Street Phone: 251-438-7334

Name: Coach Marlon Email: Marlon777@gmail.com
Address: 1562 Robert E. Lee St Phone: 251 228 7055

Name: Bontarious Williams Email: ronwilliams112501@gmail.com
Address: 1707 Buck St, Phone: 863-20-8747

Neighborhood Meeting Sign-In Sheet

Date: 12/11/25
Applicant: Paul McClellan

Meeting Location: Bishop State CC.
Application(s): Rezoning

Name: Kanan group 4 inc Email: Omar, Ajjal@yahoo.com
Address: 1700 Michigan Ave mobile A1 Phone: 313-721146
36605

Name: Paul McClellan Email: pmcclellan@lespeaks.com
Address: 535 Hannon Street, Montgomery, AL 36104 Phone: (334) 262-1091

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Neighborhood Meeting Sign-In Sheet

Date: _____

Meeting Location: _____

Applicant: _____

Application(s): _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

LARRY E. SPEAKS & ASSOCIATES, INC.
CONSULTING ENGINEERS & LAND SURVEYORS

535 Herron Street
Montgomery, Alabama 36104
Telephone: 334.262.1091
Facsimile: 334.262.2211



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BRIDGE DESIGN
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PARKS & RECREATION FACILITIES

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SOLID WASTE LANDFILLS
STORM DRAINAGE STUDIES & DESIGN
SUBDIVISIONS
SURVEYING: LAND SURVEYS
CONSTRUCTION SURVEYS
TOPOGRAPHIC MAPS
WATER SUPPLY, TREATMENT & DISTRIBUTION

NEIGHBORHOOD MEETING

DATED: December 12, 2025

Project: Rezoning Request from B2 to B5 Zoning
1724 Michigan Avenue, Mobile, AL 36605
Owner: Kanan Group LLC
Meeting Time and Place: 5:00 PM, December 11, 2025
Bishop State Community College, SW Campus, Classroom 111
925 Dauphin Island Parkway, Mobile, AL36605

Items Discussed:

- An overview of the subject property to be rezoned from B2 to B5.
- The Concept Plan for the proposed Travel Center was discussed, along with the reason for the rezoning request (overnight truck parking).
- Discussions involving the eventual demolition of the C-Store located at the corner of Eagle Drive and Michigan Avenue was discussed. This demolition is not part of this project, but is planned by the Owner upon completion of this project..

Concerns Raised:

- There was significant discussion of the surrounding ongoing developments on Mobile Airport Authority property, as well as impacts to traffic routing due to these developments which are not a part of this project.
- Access to the site was questioned, but concerns were alleviated once it was communicated that all truck traffic would enter the site from Cardinal Drive only.
- Sight lighting and security– The project will meet the City of Mobile's requirements for security lighting.
- Overflow truck parking – The proposed digital sign for the project will indicate whether any truck parking spaces are available. Landscaping will be utilized to prevent trucks from parking outside of paved areas onsite.
- Aesthetics – Landscaping will meet the City of Mobile's requirements, and will be used to screen the fourteen (14) truck parking spaces from the view of Michigan Avenue.

END OF MEETING MINUTES

Mobile Airport Authority
1891 9th Street
Mobile, AL 36615

Nassar Petroleum, Inc.
3210 Bromley Place
Mobile, AL 36606

Mobile Housing Board
P. O. Box 1345
Mobile, AL 36622



Agenda Item # 08

ZON-UDC-003585-2025

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

[Applicant Materials for Consideration](#)

DETAILS

Location:

1724 Michigan Avenue

Applicant / Agent:

J. Paul McClendon, Larry E. Speaks & Associates, Inc.

Property Owner:

Omer Aljalal, Kanan Group, LLC

Current Zoning:

B-2, Neighborhood Business Suburban District

Proposed Zoning:

B-5, Office Distribution District

Future Land Use:

Institutional

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Proposal:

- Rezoning from B-2 Suburban to B-5

- **Note:**

Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:

1. Rezoning with one (1) condition.

Report Contents:

	Page
Context Map	2
Site History	3
Staff Comments	3
Commission Considerations	5
Exhibits	7

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units.

APPLICATION NUMBER	8	DATE	January 15, 2026
APPLICANT	J. Paul McClendon, Larry E. Speaks & Associates, Inc.		
REQUEST	Rezoning from B-2 to B-5		
 NTS			

SITE HISTORY

The site was annexed into the City of Mobile in 1915 and was identified as a residential district on the 1934 zoning map. With adoption of the 1955 Zoning Ordinance, the property was assigned a C-1, Neighborhood Business District zoning classification. Upon adoption of the 1967 Zoning Ordinance, the site was rezoned to B-2, Neighborhood Business District, a designation it has retained through adoption of the Unified Development Code in 2023.

Subdivision of the property into two (2) lots was approved by the Planning Commission in May 2000, the plat for which was recorded in the Mobile County Probate Court in April 2001.

In May 2015, the Planning Commission approved a resubdivision to modify an interior lot line between the two lots created by the 2000 subdivision, along with a Planned Unit Development (PUD) to allow shared access between the lots. Both approvals expired after one (1) year, as the plat was not signed or recorded and no permits were issued for the associated PUD development.

The site is currently undeveloped, and there are no other Planning Commission or Board of Zoning Adjustment cases associated with the property.

STAFF COMMENTS

Engineering Comments:

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

Traffic Engineering Comments:

Driveway access along Michigan Avenue will be limited to single driveway with left/right ingress and right-only egress. Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.

Urban Forestry Comments:

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

Fire Department Comments:

All projects located within the City Limits of Mobile shall comply with the provisions of the City of Mobile Fire Code Ordinance, which adopts the 2021 edition of the *International Fire Code (IFC)*.

Fire apparatus access roads shall be provided to within 150 feet of all non-sprinklered commercial buildings and within 300 feet of all sprinklered commercial buildings, as measured along an approved route around the exterior of the facility.

An approved fire water supply capable of meeting the requirements set forth in *Appendices B and C* of the 2021 IFC shall be provided for all commercial buildings.

Fire hydrant placement shall comply with the following minimum standards:

- Within 400 feet of non-sprinklered commercial buildings
- Within 600 feet of sprinklered commercial buildings
- Within 100 feet of fire department connections (FDCs) serving standpipe or sprinkler systems

Although the *International Residential Code (IRC)* functions as a stand-alone document for the construction of one- and two-family dwellings and townhouses, it does not govern the design or layout of emergency access or community-level fire protection infrastructure. Therefore, residential developments must also comply with the applicable requirements of the *International Fire Code*, including, but not limited to, those listed above concerning the design, construction, regulation, and maintenance of fire apparatus access roads and fire protection water supplies.

Planning Comments:

The applicant requests rezoning of the subject property from B-2, Neighborhood Business Suburban District, to B-5, Office Distribution District, to allow redevelopment of the site as a truck stop serving the Michigan Avenue and Interstate-10 corridors. A detailed description and justification of the request are provided in the applicant's narrative, accessible via the link on Page 1 of this report.

The subject site is adjacent to properties zoned B-2, Neighborhood Business Suburban District, to the north and R-3, Multi-Family Residential Suburban District, to the east, south, and west. The Mobile Airport Authority, which is exempt from municipal zoning regulations, intends to redevelop the R-3-zoned properties to the west for light industrial uses related to warehousing and distribution in support of expanding aviation-related activity. While

zoning does not apply to Airport Authority property, staff notes that, if zoning *were* applicable, a B-5 designation would be appropriate to support the anticipated industrial and logistics-oriented use of that site. Given this redevelopment context, the requested B-5 zoning for the subject property is compatible with surrounding land use trends. The area is transitioning from residential development toward institutional and industrial uses, including airport-related operations and logistics activity. The site's location near the Michigan Avenue and Interstate-10 interchange further supports a truck-oriented use intended to serve regional and interstate travel.

The Map for Mobile Comprehensive Plan identifies the Michigan Avenue Corridor as an economic development priority area and designates the subject property's future land use as Institutional. Although B-5 is a commercial zoning classification, the proposed rezoning would generally be consistent with the Plan's goals and policies, as the proposed use would support the corridor's institutional and industrial function by accommodating interstate-oriented traffic and associated activity.

The conceptual site plan depicts a truck stop consisting of a convenience store, two (2) fuel canopies, standard off-street customer parking, and parking for large vehicles, including tractor trailers. The Unified Development Code (UDC) defines a truck stop as a facility primarily intended for the sale of fuel for trucks, including incidental service or repair, and which may include associated eating, sleeping, or truck parking facilities for vehicles exceeding fourteen thousand (14,000) pounds gross weight.

The truck stop is proposed to be developed across two (2) lots. Cross access between the subject site and the adjacent property to the North is also proposed. As such, if the rezoning is approved, easements must be established to facilitate cross access, in compliance with Article 3, Section 64-3-4.B.1.(a) of the UDC. The associated legal instruments, once finalized and recorded, must be referenced on all site plans where cross access is depicted.

The site has frontage along Michigan Avenue, Raven Drive, and Cardinal Drive East. The conceptual plan shows a right-in/right-out driveway on Michigan Avenue and two (2) two-way driveways on Cardinal Drive East, with no access proposed from Raven Drive. Any future development of the site will be required to comply with the applicable provisions of Article 3 of the UDC. Such compliance must be illustrated on all applicable site plans submitted for review of the associated development permit(s).

Any signage proposed for the site is required to comply with the UDC and must be permitted separately through the Planning and Zoning Department.

Overall, the requested rezoning to B-5 appears to support the area's evolving land use pattern, advances economic development objectives along the Michigan Avenue and Interstate-10 corridors, and facilitates redevelopment of a vacant and underutilized property. The proposal accommodates transportation-related services in proximity to major roadway facilities and aligns with the long-term transition of the area toward institutional and industrial land uses.

REZONING CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-5.E. states that Rezoning is intended to carry out the objective of a sound, stable and desirable development and that casual change or amendment would be detrimental to the achievement of that objective.

The UDC goes on to say that zoning changes should be consistent with the Comprehensive Plan. However, the Comprehensive Plan and Future Land Use Plan (FLUP) and Map (FLUM) are meant to serve as a general guide, not a detailed lot and district plan; they are not a legal mandate for development. The FLUP and FLUM allow the Planning Commission and City Council to consider individual cases based on several factors including: surrounding development, classification requested, timing of the request, and the appropriateness and compatibility of the proposed use with the zoning classification.

The UDC states that an application for rezoning shall include a statement of the justification for the proposed amendment that addresses all of the following:

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

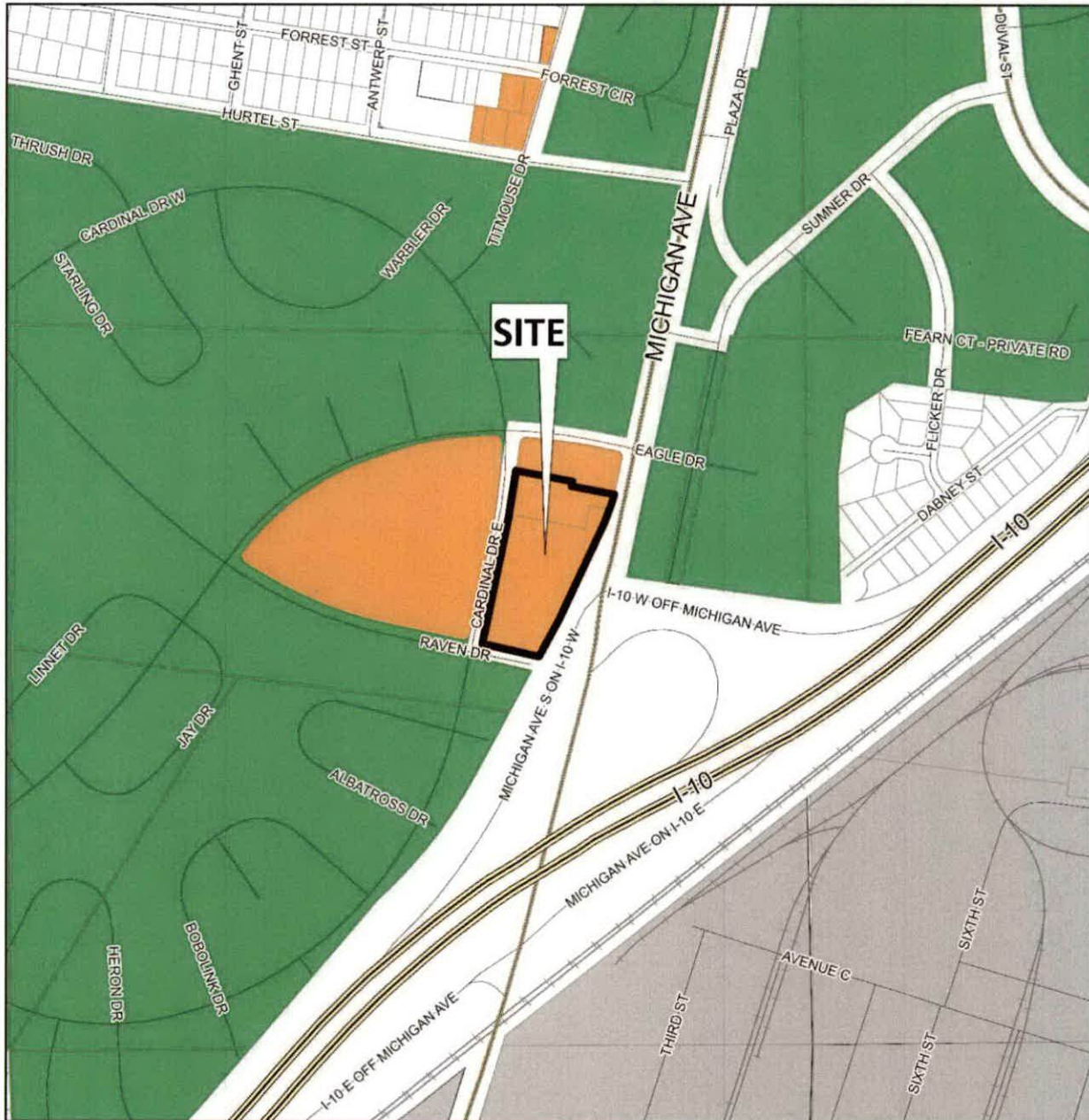
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the request to the City Council to Rezone the site to B-5, the following condition could apply:

1. Full compliance with all municipal codes and ordinances.

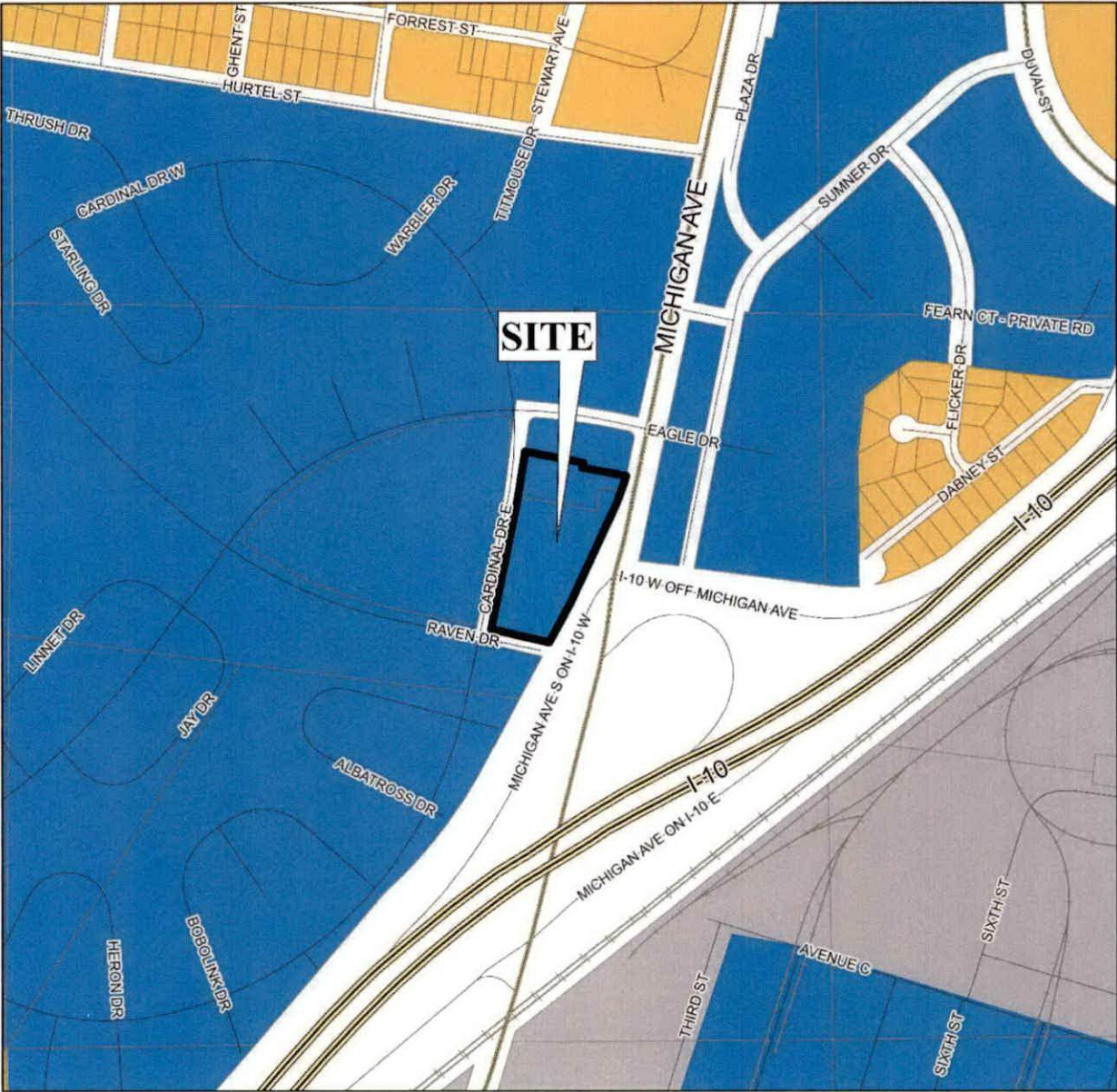
LOCATOR ZONING MAP



APPLICATION NUMBER 8 DATE January 15, 2026
 APPLICANT J. Paul McClendon, Larry E. Speaks & Associates, Inc.
 REQUEST Rezoning from B-2 to B-5



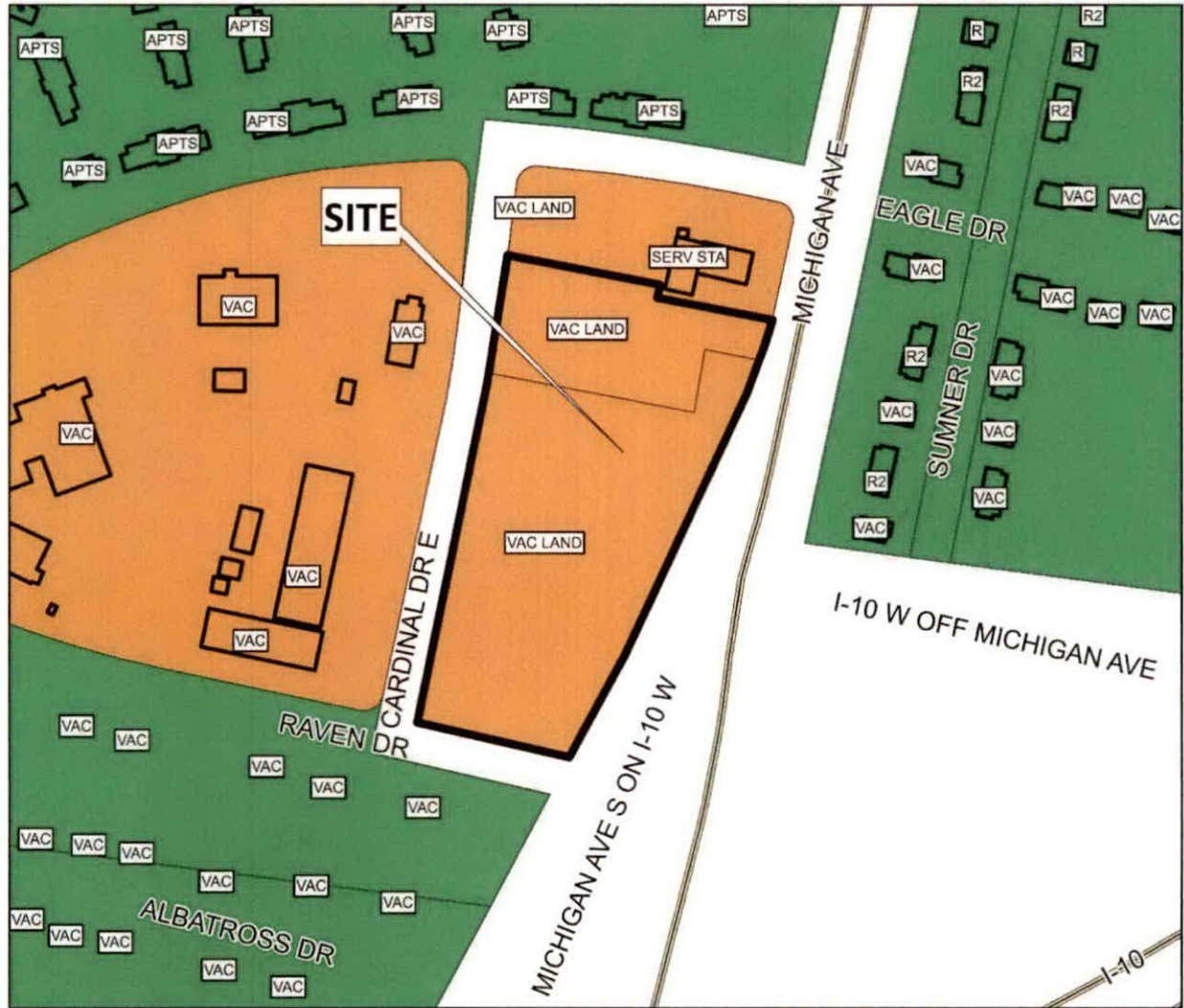
FLUM LOCATOR MAP



APPLICATION NUMBER <u>8</u> DATE <u>January 15, 2026</u>			
APPLICANT <u>J. Paul McClendon, Larry E. Speaks & Associates, Inc.</u>			
REQUEST <u>Rezoning from B-2 to B-5</u>			
 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.

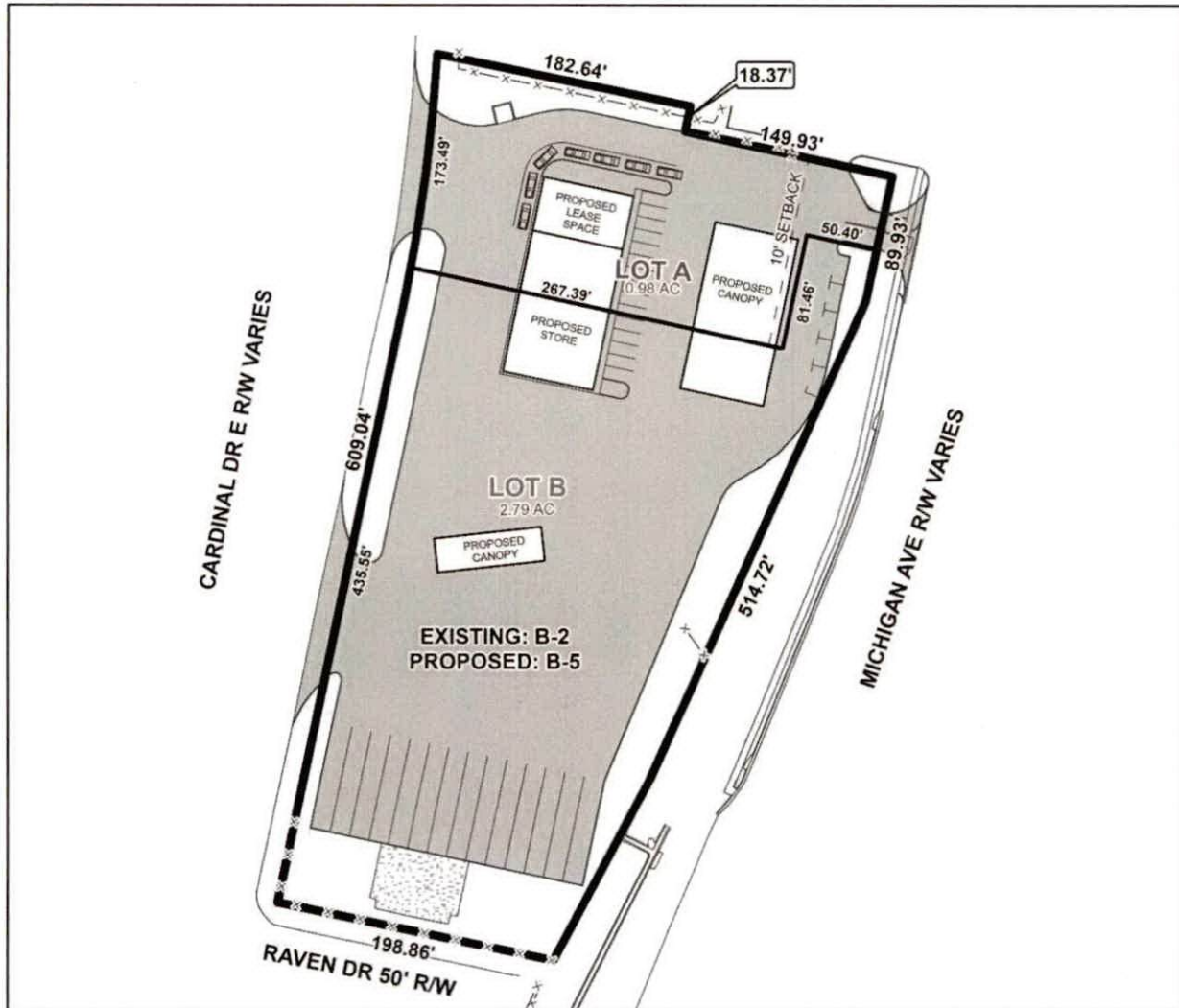
APPLICATION NUMBER 8 DATE January 15, 2026
 APPLICANT J. Paul McClendon, Larry E. Speaks & Associates, Inc.
 REQUEST Rezoning from B-2 to B-5

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 and proposed buildings, parking, and proposed zoning.

APPLICATION NUMBER 8 DATE January 15, 2026
 APPLICANT J. Paul McClendon, Larry E. Speaks & Associates, Inc.
 REQUEST Rezoning from B-2 to B-5



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)		S	S	S			O							O														O	
MIXED DENSITY RESIDENTIAL (MDR)		U	U																									O	
DOWNTOWN (DT)																												O	O
DISTRICT CENTER (DC)											U	O	O																
NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)			U			O		O	O	O																			
NEIGHBORHOOD CENTER - SUBURBAN (NC-S)			S			S		S	S	O																		O	
TRADITIONAL CORRIDOR (TC)						U		U	U	O																		O	
MIXED COMMERCIAL CORRIDOR (MCC)																													
LIGHT INDUSTRIAL (LI)																											O	O	
HEAVY INDUSTRY (HI)																											O	O	
INSTITUTIONAL LAND USE (INS)													O	O				O											
PARKS & OPEN SPACE (POS)																													
WATER DEPENDENT USES (WDWRU)						O												O											

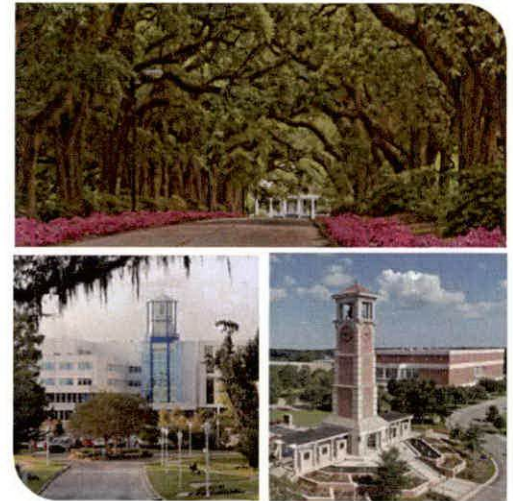
INSTITUTIONAL LAND USE (INS)

This designation includes land and buildings occupied by municipal and other governmental agencies for the exercise of their functions, to serve the public or provide a civic use or amenity. These include major libraries, airports, public schools and public safety facilities. Semi-public uses such as schools, colleges and universities, hospitals, and other major institutions that serve the public and/or operate in a public function are included.

Development Features

- The specific location and design of these complementary uses is subject to zoning. In some cases, depending on ownership, these areas may not be subject to City zoning.
- Small-scale properties (less than 2 acres) accommodating subsidiary public and semi-public facilities, such as branch libraries, substations, satellite clinics, etc., may not be specifically called out in the FLUM under this land use designation, but may instead be considered part of the array of integrated complementary uses typically found in a residential neighborhood or a mixed-use center or corridor.

Character Example



PARKS AND OPEN SPACE (POS)

This designation applies to land maintained in a natural, semi-natural state, or developed with facilities and set aside for human enjoyment and recreation or for the protection of wildlife or natural habitats. This designation includes existing parks, squares, playgrounds, playfields, gardens, greens, cemeteries, greenways and blueways, and other recreational areas and facilities that are accessible to the public. These areas are generally owned by a public entity but may include some privately owned areas that have been designated as open space. This designation is not intended to identify public land acquisition or to prohibit the development potential of individual privately-owned properties.

Character Example



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: Retail Beer/Table Wine.(Off Premises Only) License

Submitted by: 4074 Moffett, LLC

Location: Fastway Gas and Convenience Store
4074 Moffett Road
Mobile, AL 36618

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
11/17/2025	NEW APPLICATION	2026- 5766	133166	1	March 3, 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)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

4074 MOFFETT LLC

Trade Name (DBA)

FASTWAY GAS AND CONVENIENCE STORE

Location Address

4074 MOFFETT RD

City, State, Zip Code

MOBILE AL 36618

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL

PRESIDENT - DISTRICT 3

GINA GREGORY

VICE PRESIDENT - DISTRICT 7

CORY PENN

DISTRICT 1

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CITY CLERK

LISA C. LAMBERT

Council Agenda Date

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
11/17/2025	NEW APPLICATION	2026- 5766	133166	1	March 3, 2026

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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)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

4074 MOFFETT LLC

Trade Name (DBA)

FASTWAY GAS AND CONVENIENCE STORE

Location Address

4074 MOFFETT RD

City, State, Zip Code

MOBILE AL 36618

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

**BUILD MOBILE
PLANNING AND ZONING DEPARTMENT**

MEMORANDUM

To: Lana Pafenbach-Gauthier

From: Logan Anderson
Principal Planner II

Logan Anderson

Date: February 27, 2026

Re: Application # 5766 / 4074 Moffett Rd.

Regarding the above referenced application, the site is zoned B-2. This is to advise that a convenience store with retail beer and wine sales is a permitted use in this zoning district.

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

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

The site is located in District # 1, Cory Penn (Council Member).



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

Council Agenda Date

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
11/17/2025	NEW APPLICATION	2026- 5766	133166	1	March 3, 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)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

4074 MOFFETT LLC

Trade Name (DBA)

FASTWAY GAS AND CONVENIENCE STORE

Location Address

4074 MOFFETT RD

City, State, Zip Code

MOBILE AL 36618

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

City of Mobile Alcoholic Beverage License Application

Application Date 11/17/2025	Application Type NEW APPLICATION	Application Number 2026- 5766	License Account # 133166	Council District 1	Council Agenda Date March 3, 2026
License Type Applied for with Alabama ABC Board 050 - RETAIL BEER (OFF PREMISES ONLY)			2nd License Type Applied for with Alabama ABC Board 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)		
Business Information					
Legal Business Name 4074 MOFFETT LLC			Trade Name (DBA) FASTWAY GAS AND CONVENIENCE STORE		
Business Structure Type LLC - LIMITED LIABILITY COMPANY		Incorporation Date 11/04/2025	SOS Entity ID 001-218-604	State AL	County MOBILE
Federal Tax ID (FEIN) 41-2407132	Alabama State Sales Tax ID R012709892	Business Phone Number [REDACTED]			
Physical Address (Street Address, Suite #) 4074 MOFFETT RD		City MOBILE	State AL	Zip Code 36618	
Mailing Address (Street Address, Suite #, PO Box) 4074 MOFFETT RD		City MOBILE	State AL	Zip Code 36618	
Primary Business Activity at the Location Explain (other) CONVENIENCE STORE		If Location Transfer, Previous Street Address and Zip Code N/A			
Contact Person Information					
Name DARYL SMITH	Title PROPERTY MAN	POA	Phone [REDACTED]	Email [REDACTED]	
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name N/A		Trade Name (DBA)			
ABC License Type		License Number		Any ABC Pending Actions	
Land/Building Information					
Do you (the applicant) own or lease the property? OWN BUILDING - WARRANTY DEED ATTACHED					
Property Owner Name and/or Contact Person Name EKTA KOTHARI			Property Owner Phone Number [REDACTED]		Property Owner Email [REDACTED]
Property Owner Mailing Address (Street Address, Suite #, PO Box) [REDACTED]			City [REDACTED]	State	Zip Code
Bldg Square Footage 2,943	Bldg Seating Capacity	Restroom Facilities YES	Patio Area NO	Structure Type SINGLE STRUCTURE	License Covers ENTIRE STRUCTURE
Do the premises have a fully equipped/operational kitchen? NO Is the business used to habitually and principally provide food to the public? NO Is the business equipped with services and facilities for on premises consumption? NO Will the business be operated primarily as a package store? NO					

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information				Copy of Driver's License Must Be Provided for each Person	
<u>Full Name (Last, First, Middle)</u> EKTA KOTHARI		<u>Title</u> MANAGING MEMBER		<u>Driver's License (State, Number)</u> [REDACTED]	
<u>Home Address (Street Address, Apt/Unit #)</u> [REDACTED]		<u>City</u> [REDACTED]		<u>State</u> [REDACTED]	<u>Zip Code</u> [REDACTED]
<u>Date of Birth</u> [REDACTED]	<u>Place of Birth (City, State, Nation)</u> [REDACTED]		<u>Social Security Number</u> [REDACTED]		<u>Mobile/Phone Number</u> [REDACTED]
<u>Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?</u>					
NO	<u>If Yes, Law Violation</u>	<u>Arresting Agency</u>	<u>Arrest Date</u>	<u>Disposition</u>	
<u>Do you have any existing State of Alabama ABC license(s) with any entity in your name?</u>					
YES	<u>If Yes, Legal Business Name</u> SBBT LLC	<u>Business DBA</u> SOUTHERN BAMA	<u>Physical Location Address (Street, City, Zip Code)</u> 4012 DAUPHIN ISLAND PKWY		
		BAIT AND TACKLE	MOBILE AL 36605		
<u>Full Name (Last, First, Middle)</u> N/A		<u>Title</u>		<u>Driver's License (State, Number)</u>	
<u>Home Address (Street Address, Apt/Unit #)</u>		<u>City</u>		<u>State</u>	<u>Zip Code</u>
<u>Date of Birth</u>	<u>Place of Birth (City, State, Nation)</u>		<u>Social Security Number</u>		<u>Mobile/Phone Number</u>
<u>Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?</u>					
	<u>If Yes, Law Violation</u>	<u>Arresting Agency</u>	<u>Arrest Date</u>	<u>Disposition</u>	
	<u>If Yes, Legal Business Name</u>	<u>Business DBA</u>	<u>Physical Location Address (Street, City, Zip Code)</u>		
Power of Attorney (POA) Information			Copy of Driver's License Must Be Provided for each Person		
<u>Full Name (Last, First, Middle)</u> N/A		<u>Title</u>	<u>Date of Birth</u>	<u>Driver's License (State, Number)</u>	
<u>Home Address (Street Address, Apt/Unit #)</u>		<u>City</u>	<u>State</u>	<u>Zip Code</u>	<u>Phone Number</u>
Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES					

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information			Copy of Driver's License Must Be Provided for each Person	
Full Name (Last, First, Middle)		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
Do you have any existing State of Alabama ABC license(s) with any entity in your name?				
	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)	
Full Name (Last, First, Middle)		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
Do you have any existing State of Alabama ABC license(s) with any entity in your name?				
	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)	
Additional State of Alabama ABC License(s) not yet listed on Application				
Person Name	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)	

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

HL 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.

HL 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.

HL 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.

HL 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.

HL 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.

HL 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.

HL 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

Date of Application Signature

Hector Lamoreau POA

2/26/26

Owner/Applicant/POA Signature

Title of Person Signing this Application

Hector Lamoreau POA

POA

Sworn to and subscribed before me this **26th** day of **February** 20 **26**

Notary Person Printed Name

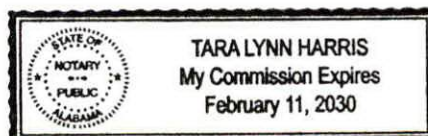
Notary Person Signature

My Notary Commission Expires

Tara Lynn Harris

Tara Lynn Harris

February 11, 2030





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)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

4074 MOFFETT LLC

Trade Name (DBA)

FASTWAY GAS AND CONVENIENCE STO

Location Address

4074 MOFFETT RD

Zip Code

36618

Application Number

2026- 5766

Notice Post Date @ Location

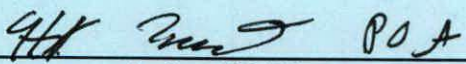
11/17/2025

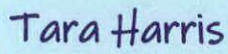
That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

March 3, 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


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: 20260129101527547



Type License: 050 - RETAIL BEER (OFF PREMISES ONLY)
070 - RETAIL TABLE WINE (OFF PREMISES ONLY)
990 - TOBACCO AND ALTERNATIVE NICOTINE PRODUCTS

State: \$0.00
\$0.00
\$0.00

County: \$0.00
\$0.00
\$0.00

Trade Name: FASTWAY GAS AND CONVENIENCE STORE

Filing Fee: \$150.00

Applicant: 4074 MOFFETT LLC

Transfer Fee:

Location Address: 4074 MOFFETT RD MOBILE, AL 36618

Mailing Address: 4074 MOFFETT RD MOBILE, AL 36618

County: MOBILE

Tobacco sales: YES

Tobacco Vending Machines:

Product Type: 03

Type Ownership: LLC

Book, Page, or Document info: 001-218-604

Do you sell Draft Beer?: N/A

Date Incorporated: 11/04/2025

State incorporated: AL

County Incorporated: MOBILE

Date of Authority: 11/04/2025

Federal Tax ID: 41-2407132

Alabama State Sales Tax ID: R012709892

Name:	Title:	Date and Place of Birth:	Residence Address:
EKTA KOTHARI	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



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20260129101527547



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

Name of Property owner/lessor and phone number: ASHAPURI MAA 2 LLC 718-568-8219

What is lessors primary business? REAL ESTATE

Is lessor involved in any way with the alcoholic beverage business? N/A

Is there any further interest, or connection with, the licensee's business by the lessor? N/A

Does the premise have a fully equipped kitchen? NO

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

Does the establishment have restroom facilities? YES

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

Will the business be operated primarily as a package store? NO

Building Dimensions Square Footage: 2943

Display Square Footage:

Building seating capacity: 0

Does Licensed premises include a patio area? NO

License Structure: SINGLE STRUCTURE

License covers: ENTIRE STRUCTURE

Number of licenses in the vicinity:

Nearest:

Nearest school:

Nearest church:

Nearest residence:

Location is within: CITY/TOWN LIMITS

Police protection: CITY



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20260129101527547



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

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

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

Contact Person: DARYL SMITH
Business Phone: [REDACTED]
Fax: [REDACTED]

Home Phone: [REDACTED]
Cell Phone: [REDACTED]
E-mail: [REDACTED]

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous Vendor Number:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20260129101527547



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)?

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD

ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260129101527547



Initial each

☒ EK

☒ EK

☒ EK

☒ X

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☒ EK

Signature page

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

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

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

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

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

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

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

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

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

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

Applicant Name (print): EKTA KOTHARI

Signature of Applicant:

[Handwritten Signature]

Notary Name (print):

Surujdai Gopaul

Notary Signature:

[Handwritten Signature]
SURUJDAI GOPAUL
Notary Public, State of New York
Reg. No. 01604677294
Qualified in New York County
Commission Expires November 17, 2022

Commission expires:

Application Taken:

App. Inv. Completed:

Submitted to Local Government:

Forwarded to District Office:

Received in District Office:

Reviewed by Supervisor:

Received from Local Government:

Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20260129101527547



Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

Does the club charge and collect dues from elected members? N/A

Number of paid up members:

Are meetings regularly held? N/A

How often?

Is business conducted through officers regularly elected? N/A

Are members admitted by written application, investigation, and ballot? N/A

Has Agent verified membership applications for each member listed? N/A

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

Agent's Initials:

For what purpose is the club organized?

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

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? N/A

Special Retail

Is it for 30 days or less? N/A

More than 30 days? N/A

Franchisee or Concessionaire of above? N/A

Other valid responsible organization: N/A

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date:

Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

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:

4074 Moffett LLC

This name reservation is for the exclusive use of Rutvij Antala, 500 Outwater Ln.,
Garfield, NJ 07026 for a period of one year beginning November 04, 2025 and
expiring November 04, 2026.



RES251258

**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.**

November 04, 2025

Date

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

Wes Allen

Secretary of State

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

5. Check only if the type applies to the Limited Liability Company being formed:

- ☐ Series LLC complying with Title 10A, Chapter 5A, Article 11
- ☐ Professional LLC complying with Title 10A, Chapter 5A, Article 8
- ☐ Non-Profit LLC complying with Section 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12

The undersigned specify 11 / 4 / 2025 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 01 : 12 ☐ AM or ☒ PM. (cannot be noon or midnight – 12:00)

☐ Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

11 / 4 / 2025
Date (MM/DD/YYYY)

Rutvij Antala

Signature as required by 10A-5A-2.04

Mr.

Typed title (organizer or attorney-in-fact)

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

ALABAMA LEASE AGREEMENT

This Lease Agreement (this "Agreement") is made as of November 11th, 2025 by and between ASHAPURI 2 LLC ("Landlord") and SBBT LLC ("Tenant"). Each Landlord and Tenant may be referred to individually as a "Party" and collectively as the "Parties."

1. **Premises.** The premises leased is a commercial store located at 4074 Moffett Rd Mobile, AL 36618, USA (the "Premises").
2. **Agreement to Lease.** Landlord agrees to lease to Tenant and Tenant agree to lease from Landlord, according to the terms and conditions set forth herein, the Premises.
3. **Term.** This Agreement will be for a term beginning on November 11th, 2025 and ending on November 12th, 2026 (the "Term").
4. **Rent.** Tenant will pay Landlord a monthly rent of \$5,200.00/- for the Term. Rent will be payable in advance and due on the First day of each month during the Term. The first rent payment is payable to Landlord when Tenant signs this Agreement. Rent for any period during the Term which is for less than one month will be a pro rata portion of the monthly instalment. Rent will be paid to Landlord at Landlord's address provided herein (or to such other places as directed by Landlord) by mail or in person by one of the following methods: and will be payable in U.S. Dollars.
5. **Late Fee.** Rent paid after the First day of each month will be deemed as late; and if rent is not paid within Seven days after such due date, Tenant agrees to pay a late charge of 5% of the monthly rent.
6. **Additional Rent.** There may be instances under this Agreement where Tenant may be required to pay additional charges to Landlord. All such charges are considered additional rent under this Agreement and will be paid with the next regularly scheduled rent payment. Landlord has the same rights and Tenant has the same obligations with respect to additional rent as they do with rent.
7. **Utilities.** Tenant is responsible for payment of all utility (Electricity & Gas) and other services for the Premises.
8. **Security Deposit.** Upon signing this Agreement, Tenant will pay a security deposit in the amount of \$10,400/- to Landlord (Security Voucher Provided to Landlord). The security deposit will be retained by Landlord as security for Tenant's performance of its obligations under this Agreement. The security deposit may not be used or deducted by Tenant as the last month's rent of the Term. Tenant will be entitled to a full refund of the security deposit if Tenant returns possession of the Premises to Landlord in the same condition as accepted, ordinary wear and tear excepted. Within Nil days after the termination of this Agreement, Landlord will return the security deposit to Tenant (minus any amount applied by Landlord in accordance with this section). Any reason for retaining a portion of the security deposit will be explained in writing. The security deposit will not bear interest while held by Landlord in accordance with applicable state laws and/or local ordinances.

36. **Quiet Enjoyment.** If Tenant pays the rent and performs all other obligations under this Agreement, Tenant may peaceably and quietly hold and enjoy the Premises during the Term.

37. **No Waiver.** No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing.

38. **Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable part had not been included in this Agreement.

39. **Successors and Assigns.** This Agreement will inure to the benefit of and be binding upon the Parties and their permitted successors and assigns.

40. **Governing Law.** The terms of this Agreement and the rights and obligations of the Parties hereto shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to its conflicts of laws provisions.

41. **Disputes.** Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

42. **Amendments.** This Agreement may be amended or modified only by a written agreement signed by the Parties.

43. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same document.

44. **Headings.** The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision in this Agreement.

45. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes and cancels all prior agreements of the Parties, whether written or oral, with respect to the subject matter.

IN WITNESS WHEREOF, the Parties hereto, individually or by their duly authorized representatives, have executed this Agreement as of the Effective Date.



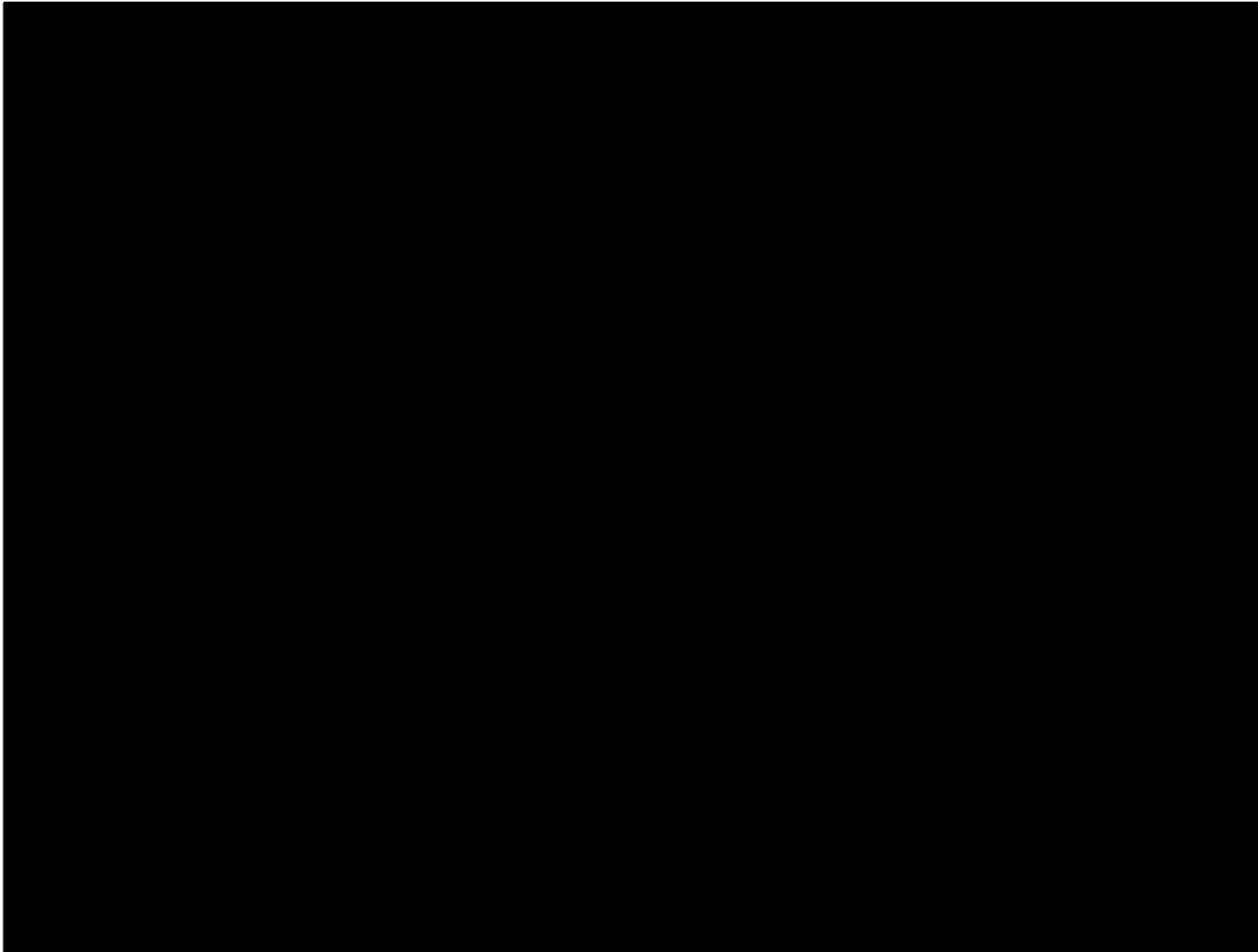
11-11-2025
Landlord Signature

ASHAPURI 2 LLC
Landlord Full Name



11-11-2025
Tenant Signature

4074 MOFFETT LLC
Tenant Full Name



4074 DAUPHIN LLC

Direct/WhatsApp: [REDACTED]

Email: [REDACTED]

KNOW ALL MEN BY THESE PRESENTS:

That I, **Ekta Kothari**, Managing Member of **4074 MOFFETT LLC**, a limited liability company organized and existing under the laws of the State of Alabama, with its principal place of business located at **4074 Moffett Road, Mobile, AL 36618**, do hereby constitute and appoint **Heather Lynn Lamoreau** as my true and lawful Attorney-in-Fact, with full power and authority to act on behalf of **4074 MOFFETT LLC** in my absence, as set forth below:

Authorization

Heather Lynn Lamoreau is hereby authorized to act as an authorized representative of **4074 MOFFETT LLC** in all matters concerning the business, management, and operations of the company. Heather Lynn Lamoreau shall have full power and authority to take any necessary actions in connection with the management and operation of the company, including, but not limited to:

- Signing documents, agreements, and contracts on behalf of **4074 MOFFETT LLC**.

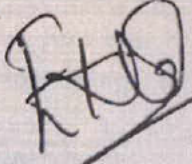
Duration

This Power of Attorney shall remain in full force and effect until revoked in writing by Ekta Kothari, or until the expiration of the term of this authorization, whichever occurs first.

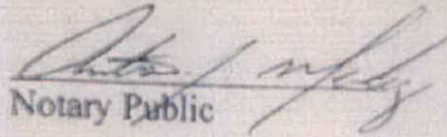
Revocation of Prior Powers

This Power of Attorney supersedes any prior powers of attorney, whether written or oral, given by Ekta Kothari relating to the business of **4074 MOFFETT LLC**.

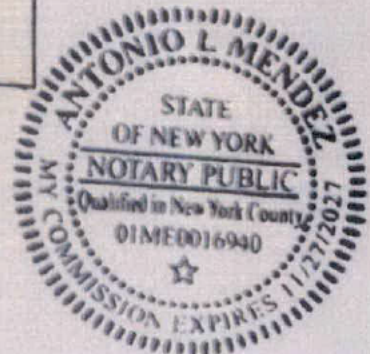
IN WITNESS WHEREOF, I, Ekta Kothari, have executed this Power of Attorney on this 20th day of January, 2026.


Ekta Kothari
Managing Member
4074 MOFFETT LLC

ANTONIO L MENDEZ
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01ME0016940
Qualified in New York County
Commission Expires November 27, 2027


Notary Public

01/20/2026



CITY OF MOBILE
REVENUE DEPARTMENT

February 26, 2026



FASTWAY GAS AND CONVENIENCE STORE

4074 MOFFETT ROAD

MOBILE, AL 36618 USA

ACCOUNT NUMBER: 133166 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>
2254466	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



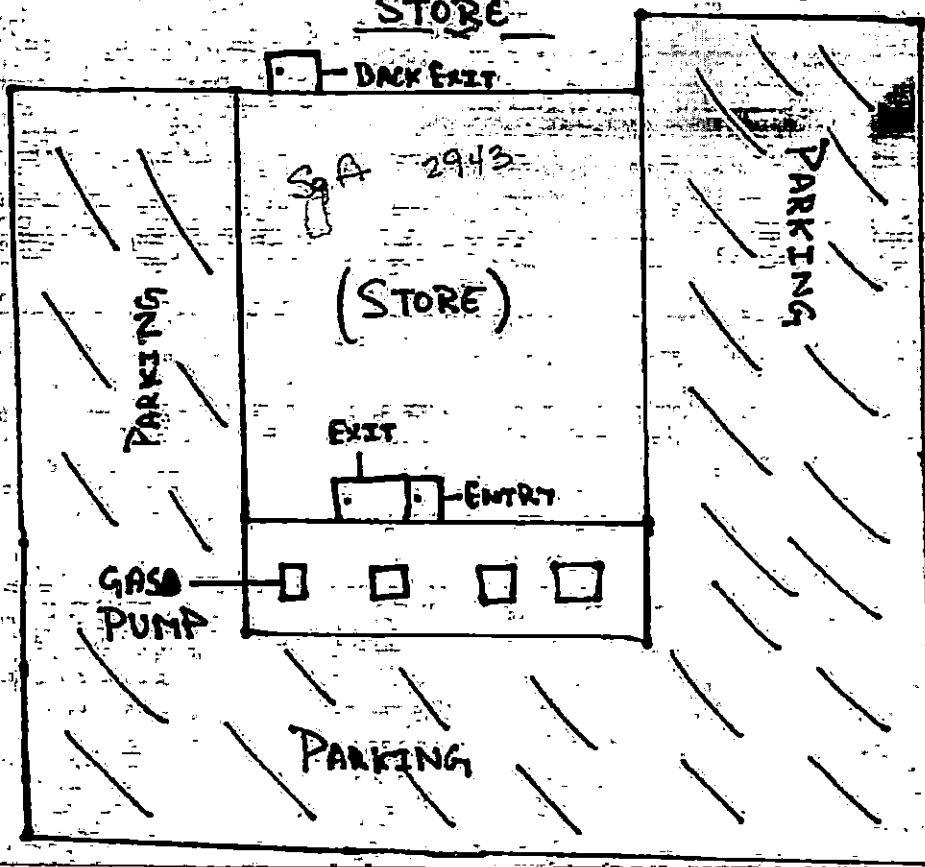
CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

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

Business Structure ☐ Sole Proprietorship ☒ Limited Liability Company (LLC) ☐ Corporation		Application Type ☒ New Business ☐ New Owner ☐ Location Change		Transfer - License? ☒ No ☐ Yes Relocation Date		Description/Type ☒ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☐ Restaurant ☐ Other	
License Type Applied for with AL ABC Board (MUST match with ABC Board) - check ALL that apply ☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor ☐ 040 - Retail Beer (On/Off Premises) ☒ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises) ☒ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine ☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub							
Legal Business Name 4074 MOFFETT LLC				Trade Name (DBA) FASTWAY GAS & CONVENIENCE STORE			
Company Physical Address (Street Address, Suite #) 4074 Moffett Rd Mobile, AL 36618				City Mobile	State AL	Zip Code 36618	
Business Contact Person Information							
Name DARYL SMITH		Title PROPERTY MANAGER		Phone [REDACTED]		Email [REDACTED]	
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
Building Sq Footage 2943	Parking Provided 8	Parking Required 6	Compliance Yes		Zoning B-2	Approved Yes	
Comments OK per previous approvals at this location.							
Print Name Tiffany Green		Signature <i>Tiffany Green</i>				Date 02/24/2026	

FASTWAY GAS & CONVENIENCE
STORE



R E S O L U T I O N

Sponsored by: Councilmember Samantha Ingram, District 2

BE IT RESOLVED BY THE CITY COUNCIL OF 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: Special Events Retail Liquor License

Submitted by: , Inc.

Location: Callaghan's Irish Social Club
250 Marine Street
Mobile, 36604

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 G. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
02/20/2026	NEW APPLICATION	2025 - 5754	120998	2	March 3, 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)

140 - SPECIAL EVENTS RETAIL

Legal Business Name

CALLAGHANS IRISH SOCIAL CLUB INC

Trade Name (DBA)

CALLAGHANS IRISH SOCIAL CLUB

Location Address

250 MARINE ST

City, State, Zip Code

MOBILE AL 36604

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL

PRESIDENT - DISTRICT 3

GINA GREGORY

VICE PRESIDENT - DISTRICT 7

CORY PENN

DISTRICT 1

SAMANTHA INGRAM

DISTRICT 2

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
02/20/2026	NEW APPLICATION	2025 - 5754	120998	2	March 3, 2026

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Alabama Alcoholic Beverage Control Board**

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

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License Type(s)

140 - SPECIAL EVENTS RETAIL

Legal Business Name

CALLAGHANS IRISH SOCIAL CLUB INC

Trade Name (DBA)

CALLAGHANS IRISH SOCIAL CLUB

Location Address

250 MARINE ST

City, State, Zip Code

MOBILE AL 36604

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

**BUILD MOBILE
PLANNING AND ZONING DEPARTMENT**

MEMORANDUM

To: Lana Pafenbach-Gauthier

From: Logan Anderson
Principal Planner II

L. Logan Anderson

Date: February 27, 2026

Re: Application # 5754 / 250 Marine St.

Regarding the above referenced application, the site is zoned R-1 and has a non-conforming status. This is to advise that a special event with special retail sales is a permitted use under the non-conforming status.

The site also has a non-conforming status regarding parking.

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

The site is located in District # 2, Samantha Ingram (Council Member).



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

USAG LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Clerk
02/20/2026	NEW APPLICATION	2025 - 5754	120998	2	March 3, 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

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Legal Business Name

CALLAGHANS IRISH SOCIAL CLUB INC

Trade Name (DBA)

CALLAGHANS IRISH SOCIAL CLUB

Location Address

250 MARINE ST

City, State, Zip Code

MOBILE AL 36604

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

City of Mobile Alcoholic Beverage License Application

Application Date 02/20/2026	Application Type NEW APPLICATION	Application Number 2026 - 5754	License Account # 120998	Council District 2	Council Agenda Date March 3, 2026
License Type Applied for with Alabama ABC Board 140 - SPECIAL EVENTS RETAIL			2nd License Type Applied for with Alabama ABC Board		
Business Information					
Legal Business Name CALLAGHANS IRISH SOCIAL CLUB INC			Trade Name (DBA) CALLAGHANS IRISH SOCIAL CLUB		
Business Structure Type CORP - CORPORATION		Incorporation Date 07/02/2004	SOS Entity ID 5615 943	State AL	County MOBILE
Federal Tax ID (FEIN) 20-1434741	Alabama State Sales Tax ID 490042463		Business Phone Number [REDACTED]		
Physical Address (Street Address, Suite #) 250 MARINE ST			City MOBILE	State AL	Zip Code 36604
Mailing Address (Street Address, Suite #, PO Box) [REDACTED]			City MOBILE	State AL	Zip Code 36604
Primary Business Activity at the Location Explain (other) LOUNGE/BAR			If Location Transfer, Previous Street Address and Zip Code N/A		
Contact Person Information					
Name JOHN THOMPSON	Title OWNER	POA	Phone [REDACTED]	Email [REDACTED]	
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name N/A			Trade Name (DBA)		
ABC License Type			License Number	Any ABC Pending Actions	
Land/Building Information					
Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED					
Property Owner Name and/or Contact Person Name JOHN THOMPSON			Property Owner Phone Number [REDACTED]		Property Owner Email [REDACTED]
Property Owner Mailing Address (Street Address, Suite #, PO Box) [REDACTED]			City [REDACTED]	State [REDACTED]	Zip Code [REDACTED]
Bldg Square Footage 2,400	Bldg Seating Capacity 30	Restroom Facilities YES	Patio Area NO	Structure Type SINGLE STRUCTURE	License Covers
Do the premises have a fully equipped/operational kitchen? NO Is the business used to habitually and principally provide food to the public? NO Is the business equipped with services and facilities for on premises consumption? YES Will the business be operated primarily as a package store? NO					



City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information

Copy of Driver's License Must Be Provided for each Person

<u>Full Name (Last, First, Middle)</u> THOMPSON JOHN MCDERMOTT		<u>Title</u> PRESIDENT	<u>Driver's License (State, Number)</u> [REDACTED]	
<u>Home Address (Street Address, Apt/Unit #)</u> [REDACTED]		<u>City</u> [REDACTED]	<u>State</u> [REDACTED]	<u>Zip Code</u> [REDACTED]
<u>Date of Birth</u> [REDACTED]	<u>Place of Birth (City, State, Nation)</u> [REDACTED]	<u>Social Security Number</u> [REDACTED]	<u>Mobile/Phone Number</u> [REDACTED]	
<u>Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?</u>				
NO	<u>If Yes, Law Violation</u>	<u>Arresting Agency</u>	<u>Arrest Date</u>	<u>Disposition</u>
<u>Do you have any existing State of Alabama ABC license(s) with any entity in your name?</u>				
YES	<u>If Yes, Legal Business Name</u> NIXON LLC	<u>Business DBA</u> NIXONS	<u>Physical Location Address (Street, City, Zip Code)</u> 1801 OLD SHELL ROAD MOBILE AL 36607	
	MANCIS ANTIQUE CLUB LLC	MANCIS ANTIQUE CLUB	1715 MAIN ST DAPHNE AL 36526	

<u>Full Name (Last, First, Middle)</u> SHERER ROY RICHARD		<u>Title</u> VICE PRESIDENT	<u>Driver's License (State, Number)</u> [REDACTED]	
<u>Home Address (Street Address, Apt/Unit #)</u> [REDACTED]		<u>City</u> [REDACTED]	<u>State</u> [REDACTED]	<u>Zip Code</u> [REDACTED]
<u>Date of Birth</u> [REDACTED]	<u>Place of Birth (City, State, Nation)</u> [REDACTED]	<u>Social Security Number</u> [REDACTED]	<u>Mobile/Phone Number</u> [REDACTED]	
NO	<u>If Yes, Law Violation</u>	<u>Arresting Agency</u>	<u>Arrest Date</u>	<u>Disposition</u>
NO	<u>If Yes, Legal Business Name</u>	<u>Business DBA</u>	<u>Physical Location Address (Street, City, Zip Code)</u>	

Power of Attorney (POA) Information

Copy of Driver's License Must Be Provided for each Person

<u>Full Name (Last, First, Middle)</u>	<u>Title</u>	<u>Date of Birth</u>	<u>Driver's License (State, Number)</u>	
<u>Home Address (Street Address, Apt/Unit #)</u>	<u>City</u>	<u>State</u>	<u>Zip Code</u>	<u>Phone Number</u>

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO

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

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

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

[Signature]
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.

[Signature]
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.

[Signature]
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.

[Signature]
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.

[Signature]
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.

[Signature]
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.

[Signature]
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

John Thompson

Owner/Applicant/POA Signature

[Signature]

Date of Application Signature

2/26/26

Title of Person Signing this Application

owner

Sworn to and subscribed before me this 26th day of February 20 26

Notary Person Printed Name

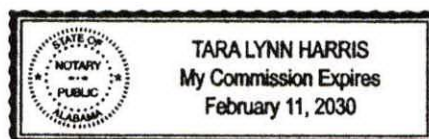
Notary Person Signature

My Notary Commission Expires

Tara Lynn Harris

Tara Lynn Harris

February - 11, 2030



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
02/20/2026	NEW APPLICATION	2025 - 5754	120998	2	March 3, 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)

140 - SPECIAL EVENTS RETAIL

Legal Business Name

CALLAGHANS IRISH SOCIAL CLUB INC

Trade Name (DBA)

CALLAGHANS IRISH SOCIAL CLUB

Location Address

250 MARINE ST

City, State, Zip Code

MOBILE AL 36604

Contact Person Information				
Name	Title	POA	Phone	Email
JOHN THOMPSON	OWNER			

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

What is/was the start date of this business? 03/19/2022

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:

CALLAGHANS IRISH SOCIAL CLUB INC

dba

CALLAGHANS IRISH SOCIAL CLUB

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

140 - SPECIAL EVENTS RETAIL and

for the premises located at

250 MARINE ST

, 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 **March 3, 2026** for application number **2025 - 5754**

- 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)

140 - SPECIAL EVENTS RETAIL

Legal Business Name

CALLAGHANS IRISH SOCIAL CLUB INC

Trade Name (DBA)

CALLAGHANS IRISH SOCIAL CLUB

Location Address

250 MARINE ST

Zip Code

36604

Application Number

2025 - 5754

Notice Post Date @ Location

02/20/2026

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

March 3, 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


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: 20260210114024341



Type License: 140 - SPECIAL EVENTS RETAIL

State: \$150.00

County: \$150.00

Trade Name: ST PATRICKS STREET PARTY

Filing Fee: \$50.00

Applicant: CALLAGHANS IRISH SOCIAL CLUB INC

Transfer Fee:

Location Address: 250 MARINE ST MOBILE, AL 36604

Mailing Address:

County: MOBILE

Tobacco sales: NO

Tobacco Vending Machines:

Product Type:

Type Ownership: CORPORATION

Book, Page, or Document info: 5615 943

Do you sell Draft Beer?: N/A

Date Incorporated: 07/02/2004

State incorporated: AL

County Incorporated: MOBILE

Date of Authority: 07/02/2004

Federal Tax ID: 20-1434741

Alabama State Sales Tax ID: 490042463

Name:	Title:	Date and Place of Birth:	Residence Address:
ROY RICHARD SHERER	VICE PRESIDENT		
JOHN MCDERMOTT THOMPSON	PRESIDENT		

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

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

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

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

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



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20260210114024341



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

Name of Property owner/lessor and phone number: JOHN THOMPSON AND DENISE THOMPSON 251-401-4688

What is lessors primary business? RESTAURANT OWNER

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

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

Does the premise have a fully equipped kitchen? NO

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

Does the establishment have restroom facilities? YES

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO

Building Dimensions Square Footage: 2400

Display Square Footage:

Building seating capacity: 30

Does Licensed premises include a patio area? NO

License Structure: SINGLE STRUCTURE

License covers: OTHER

Number of licenses in the vicinity:

Nearest:

Nearest school:

Nearest church:

Nearest residence:

Location is within: CITY/TOWN LIMITS

Police protection: CITY



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20260210114024341



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

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

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

Contact Person: JOHN THOMPSON
Business Phone: [REDACTED]
Fax: [REDACTED]

Home Phone: [REDACTED]
Cell Phone: [REDACTED]
E-mail: [REDACTED]

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous Vendor Number:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20260210114024341



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)?

Name:	Violation & Date:	Arresting Agency:	Disposition:
JOHN THOMPSON	OVER TEN YEARS AGO	OVER TEN YEARS AGO	OVER TEN YEARS AGO



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20260210114024341

Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

Does the club charge and collect dues from elected members? N/A

Number of paid up members:

Are meetings regularly held? N/A

How often?

Is business conducted through officers regularly elected? N/A

Are members admitted by written application, investigation, and ballot? N/A

Has Agent verified membership applications for each member listed? N/A

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

Agent's Initials:

For what purpose is the club organized?

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

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? N/A

Special Retail

Is it for 30 days or less? N/A

More than 30 days? N/A

Franchisee or Concessionaire of above? N/A

Other valid responsible organization: N/A

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: 03/14/2026

Ending Date: 03/14/2026

Special terms and conditions for special event/special retail:

EVENT WILL BE HELD ON MARCH 14, 2026 IN A PARKING LOT AT 250 MARINE ST MOBILE UNDER A TENT. BEER WINE AND LIQUOR WILL BE SERVED. ENTRANCE/EXITS WILL BE MONITORED. NO ALCOHOL IS TO LEAVE THE LICENSE PREMISE.

Other Explanations

Does anyone involved with this license application have any monetary interest in any other ABC licensed/permitted establishment?: NIXON'S AND MANCIS

License Covers: TENT IN PARKING LOT

Are there any special restrictions, instructions, and/or conditions for this license?: EVENT WILL BE HELD ON MARCH 14, 2026 IN A PARKING LOT AT 250 MARINE ST MOBILE UNDER A TENT. BEER WINE AND LIQUOR WILL BE SERVED. ENTRANCE/EXITS WILL BE MONITORED. NO ALCOHOL IS TO LEAVE THE LICENSE PREMISE.

Is the lessor involved in any way with the alcohol beverage business?: NIXONS AND MANCIS

Is there any further interest in, or connection with, the licensee's business by the lessor?: APPLICANT AND LANDLORD ARE THE SAME PERSON

Receipt Confirmation Page

Receipt Confirmation Number: 20260210114024341
Application Payment Confirmation Number: 116056002

Payment Summary	
Payment Item	Fee
Application Fee for License License 140	\$50.00
Total Amount to be Charged	\$50.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	County Fee	State Fee	Total Fee
140 - SPECIAL EVENTS RETAIL	\$150.00	\$150.00	\$300.00
Total Amount to be Charged	\$150.00	\$150.00	\$300.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 140 - SPECIAL EVENTS RETAIL
License Type 2:
License Type 3:
License Type 4:
License Type 5:
License Type 6:
License Type 7:
License Type 8:
License Type 9:
License Type 10:
License County: MOBILE
Business Type: CORPORATION
Trade Name: ST PATRICKS STREET PARTY
Applicant Name: CALLAGHANS IRISH SOCIAL CLUB INC
Location Address: 250 MARINE ST
MOBILE, AL 36604
Mailing Address: 
Contact Person: JOHN THOMPSON
Contact Home Phone: 
Contact Business Phone: 
Contact Fax: 
Contact Cell Phone: 
Contact Email Address: 
Contact Web Address: 
Contact Relationship to Applicant: PRESIDENT

Application Payment Receipt Confirmation Page**Receipt Confirmation Number: 20260210114024341****Application Payment Confirmation Number: 116056002**

Payment Summary	
Payment Item	Fee
Application Fee for License 140	\$50.00
Total Amount to be Charged	\$50.00

Application Information

Application Type: APPLICATION

License Type 1: 140 - SPECIAL EVENTS RETAIL

[Continue](#)Technical Support: 866-353-3468 or support@alabamainteractive.org

Version 3.1.2



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20260210114024341

Initial each

☐

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

☐

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

☐

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

☐

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

☐

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

☐

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

☐

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

☐

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

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

☐

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

Applicant Name (print): John Thompson

Signature of Applicant:

Notary Name (print): Katie Bahouth

Notary Signature:

Commission expires: 11/19/29

Application Taken:

App. Inv. Completed:

Submitted to Local Government:

Forwarded to District Office:

Received in District Office:

Reviewed by Supervisor:

Received from Local Government:

Forwarded to Central Office:

TAX
ID
20-143474

CIF
2844657

2004047302 Book-5615 Page-943
Total Number of Pages: 4

ACC#
10/2/20083

Surrogate 236074
Filed by 5M
Checked by [Signature]

ARTICLES OF INCORPORATION
OF
CALLAGHAN'S IRISH SOCIAL CLUB, INC.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, acting pursuant to duly authorized resolution of Callaghan's Irish Social Club, Inc. under the Code of Alabama, hereby adopt the following Articles of Incorporation for such Corporation:

ARTICLE I

The name of the Corporation is Callaghan's Irish Social Club, Inc.

ARTICLE II

The period of the duration of the Corporation shall be perpetual.

ARTICLE III

The purposes for which the Corporation is organized are as follows:

1. To engage in the business of restaurant management and any other business the Board may deem appropriate.
2. To acquire and pay for in cash or otherwise, stock or bonds, the good will, rights, assets and property, in whole or in part, tangible or intangible of any other firm or Corporation, and to undertake or assume the whole or any part of any such business acquired; and to exercise all of the powers necessary or convenient in and about the conduct of and management of such business.
3. To enter into, make and perform contracts of any kind and description with any person, firm, association, corporation, municipality, country, state, body politic or government or dependency thereof.

RECEIVED
JUL - 2 2008
SECRETARY OF STATE

The address of the initial registered office of the Corporation is 916 Charleston Street, Mobile, Alabama 36604, and the names of its initial registered agents at such address are John Thompson and Charles E. ("Chuck") Commiskey.

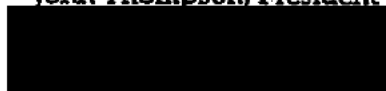
ARTICLE VII

This Corporation will be authorized to operate as an S Corporation as defined in Subchapter S, Revision Act of 1982, of the United States Revenue Code, if it so desires.

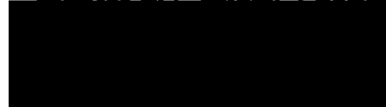
ARTICLE VIII

The number of Directors constituting the Board of Directors of the Corporation is two, and the names and addresses of the persons who are to serve as Directors are as follows:

John Thompson, President



Charles E. ("Chuck") Commiskey, Secretary/Treasurer



ARTICLE IX

The name and address of the Incorporators shall be declared as follows:

John Thompson

Charles E. ("Chuck") Commiskey



00000

IN WITNESS WHEREOF, the said Incorporators have executed these Articles of Incorporation on this the 26 day of May, 2004.

State of Alabama-Mobile County
: .ertify this instrument was filed on.
Monday, June 28, 2004 4:11:09 PM
S.R. FEE \$2.00
RECORDING FEES \$36.00
TOTAL AMOUNT \$38.00
2004047302
Don Davis, Judge of Probate

John H L
JOHN THOMPSON, Incorporator

Charles E. Commiskey
CHARLES E. COMMISKEY, Incorporator

STATE OF ALABAMA
COUNTY OF MOBILE

I, THOMAS BOLLER a Notary Public, in and for the said State and County, do hereby certify that John Thompson and Charles E. Commiskey, whose names are signed to the foregoing Articles of Incorporation and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this 1st day of June, 2004.

Thom R Boller
NOTARY PUBLIC
State of Alabama at Large
EXPIRES 2/13/05

CERTIFIED TRUE COPY
Probate Court of Mobile Co., AL
Don Davis, Judge
Signature [Signature]
Joe McElreath, Jr. Chief Clerk
Date: 6-28-04

PREPARED BY:
Thomas R. Boller, Attorney at Law, 150 Government Street, Suite 1001, Mobile, Alabama 36602
251-433-2133

Nancy L. Worley
Secretary of State

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

STATE OF ALABAMA

I, Nancy L. Worley, Secretary of State of the State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that pursuant to the provisions of Section 10-2B-4.02, Code of Alabama 1975, and upon an examination of the corporation records on file in this office, the following corporate name is reserved as available:

Callaghan's Irish Social Club, Inc.

This domestic corporation name is proposed to be incorporated in Mobile County and is for the exclusive use of Thomas Boller, 150 Government St Ste 1001, Mobile, AL 36602 for a period of one hundred twenty days beginning June 21, 2004 and expiring October 20, 2004.



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.

June 21, 2004

Date

A handwritten signature in cursive script, reading 'Nancy L. Worley'.

Nancy L. Worley

Secretary of State

STOCK TRANSFER IN
CALLAGHAN'S IRISH SOCIAL CLUB, INC.

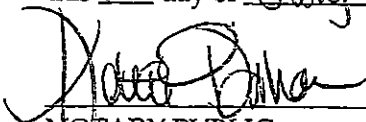
For full and adequate consideration received, John Thompson hereby sells, assigns,
and transfers to Roy Richard Sherer, 10% of the shares of stock assigned by H. Wendell
Quimby on June 3, 2003 in Callaghan's Irish Social Club, Incorporated.

DATED: 7/17/2018



JOHN THOMPSON

Sworn to and subscribed before me on
this 17th day of July 2018.



NOTARY PUBLIC
My Commission Expires: 8/22/21

Lease of Property Agreement

This lease of Property located at 250 Marine Street Mobile, Alabama 36604 (vacant lot) made February 28th, 2026 by and between John Thompson and Denise Thompson, hereinafter called Lessors, and Callaghan's Irish Social Club, Inc. hereinafter called Lessee,

Witnesseth:

1. That Lessors hereby lease to Lessee, and Lessee leases from Lessors, subject to the terms and conditions herein set forth, the following (hereinafter sometimes referred to as the "Property"), see legal description attached hereto as Exhibit "A":

All of which are included in the term Property as used herein. Lessee hereby acknowledges delivery and acceptance of the aforesaid Property upon the terms and conditions of this lease.

2. Lessors hereby lease to Lessee said Property for the purpose of a St Patrick's Street Party Special Event.

3. The term of this lease is March 13th, 2026 beginning this day and ending March 18th, 2026.

4. In consideration of said lease, Lessee covenants and agrees as follows:

(a) Maintain the property for one year from the date of this agreement by keeping the grass cut.

(b) To safely keep and carefully use the Property and not sell or attempt to sell, remove or attempt to remove, the same or any part thereof, except reasonably for the purpose aforesaid.

(c) Lessee shall, during the term of this lease and until return and delivery of the Property to Lessors, abide by and conform to, and cause others to abide by and conform to, all laws and governmental and airport orders, rules and regulations, including any future amendments thereto, controlling or in any manner affecting operation, use or occupancy of said Property or use of airport premises by said Property.

(d) Lessee accepts the Property in its present condition, and during the term of this lease and until return and delivery of the Property Lessors the Lessee shall maintain it in its present condition, reasonable wear and tear occurring despite standards of good maintenance of Property excepted, and shall repair at his own expense any damages to said Property caused by operation or use by lessee or by others during the term of this lease and until delivery of the Property to Lessors.

(e) Neither Lessee nor others shall have the right to incur any mechanic's or other lien in connection with the repair, maintenance or storage of said Property, and Lessee agrees that neither he nor others will attempt to convey or mortgage or create any lien of any kind or character against the same or do anything or take action that might mature into such a lien.

(f) Lessee shall be responsible and liable to Lessors for, and indemnify Lessors against, any and all damage to the Property, which occurs in any manner from any cause or causes during the term of this lease or until return and delivery of the Property to Lessors. Lessee shall be responsible and liable for, indemnify Lessors against, hold Lessors free and harmless from any claim or claims of any kind whatsoever for or from, and promptly pay any judgment for, any and all liability for personal injuries, death or property damages, or any of them, which arise or in any manner are occasioned by the acts or negligence of Lessee or others in the custody, operation or use of, or with respect to, said Property, during the term of this lease or until return and delivery of the Property to Lessors.

(g) Lessee will provide insurance certificates for property; liability; liquor as per city, county, state as well as the Lessors.

(h) Lessee shall return and deliver, at the expiration of the term herein granted, the whole of said Property to the Lessors in as good condition as the same is, reasonable wear and tear excepted.

(i) It is mutually agreed that in case Lessee shall violate any of the aforesaid covenants, terms and conditions Lessors may at his or her option without notice terminate this lease and take possession of said Property wherever found.

WITNESSES

Cheryl Shupert

1/31/26
~~31/31/26~~
1/31/26
~~31/31/26~~

LESSOR:
John Thompson [Signature]

LESSOR:
Denise Thompson [Signature]

LESSEE: Callaghan's Irish Social Club, Inc.
John Thompson [Signature]
President

Jan 31/2022
1/31/26

LEASE-PROPERTY OWNERSHIP AGREEMENT

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

PHYSICAL ADDRESS OF PROPERTY:

250 Marine Street
Mobile, Alabama 36604

<u>John Thompson</u>	<u>1/31/26</u>
Property Owner	Date
<u>DENISE Thompson</u>	<u>1/31/26</u>

The above described property has been rented, leased, sub-leased, or otherwise surrendered to Callaghan's Irish Social Club, Inc. who has applied for an Alabama ABC license at this location.

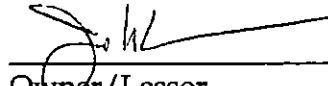
This property is Leased (☒) Rented () at a monthly rate of \$100.

This lease shall commence on 13 March 2026 and terminate on 18 March 2026.

Sworn to and subscribed before me this _____ day of January, 2026.


Notary Public

11/19/29
My Commission Expires

Denise Thompson Jan 31, 2026
 1/31/26
Owner/Lessor

CALLAGHAN'S IRISH SOCIAL CLUB INC
Licensee

List of Current Members

The following individuals are the only members of: CALLAGHAN'S IRISH SOCIAL CLUB INC

NAME: John Thompson

TITLE: PRESIDENT

NAME: Roy R SHERER

TITLE: Vice President

NAME: _____

TITLE: _____

NAME: _____

TITLE: _____

NAME: _____

TITLE: _____

John Thompson
PRINTED NAME OF MEMBER


SIGNATURE OF MEMBER

2/11/25
DATE

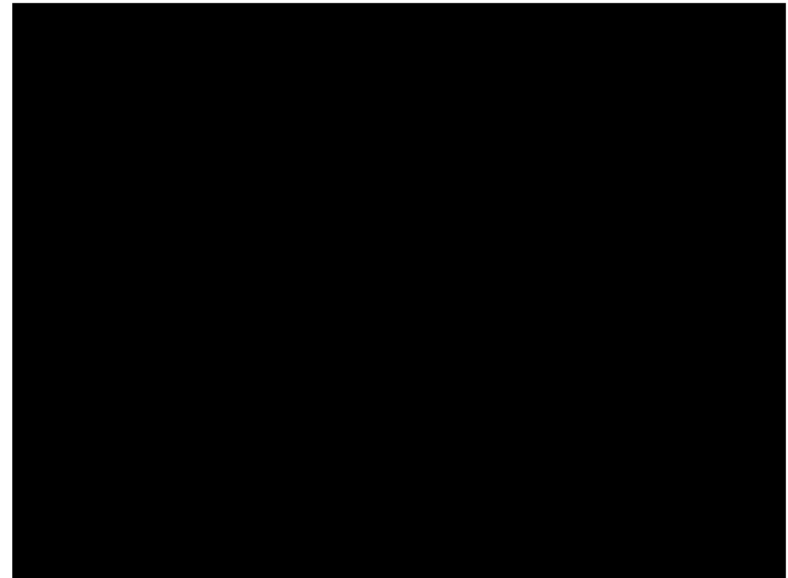
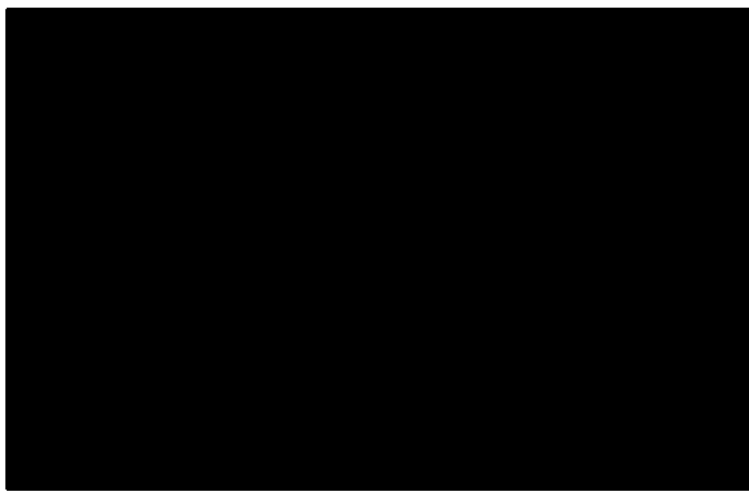
ALABAMA

Center for Health Statistics

I, Dorothy S. Harshbarger, State Registrar of Health Statistics, certify this is a true and exact copy of the original certificate filed in the Center for Health Statistics, State of Alabama, Department of Public Health, Montgomery, Alabama, and have caused the official seal of the Center for Health Statistics to be affixed. 2002-212-477-7

April 18, 2002


Dorothy S. Harshbarger, State Registrar



Form **1120S**Department of the Treasury
Internal Revenue Service**U.S. Income Tax Return for an S Corporation**▶ Do not file this form unless the corporation has filed or is
attaching Form 2553 to elect to be an S corporation.▶ Information about Form 1120S and its separate instructions is at www.irs.gov/form1120s.

OMB No. 1545-0130

2013

For calendar year 2013 or tax year beginning

, 2013, ending

A S election effective date 06/02/03	TYPE OR PRINT	Name CALLAGHAN'S IRISH SOCIAL CLUB, INC	D Employer identification number 20-1434741
B Business activity code number (see Instrs) 722410		Number, street, and room or suite no. (If a P.O. box, see instructions) [REDACTED]	E Date incorporated 06/02/03
C Check if Schedule M-3 attached ☐		do [REDACTED]	

G Is the corporation electing to be an S corporation beginning with this tax year? ☐ Yes ☒ No If "Yes," attach Form 2553**H** Check if: (1) ☐ Final return (2) ☐ Name change (3) ☐ Address change
(4) ☐ Amended return (5) ☐ S election termination or revocation**I** Enter the number of shareholders who were shareholders during any part of the tax year**Caution.** Include only trade or business income and expenses on lines 1a through 21. See the instructions for more in

INCOME	1 a Gross receipts or sales	1 a	1,240,13
	b Returns and allowances	1 b	
	c Balance. Subtract line 1b from line 1a		
	2 Cost of goods sold (attach Form 1125-A)		
	3 Gross profit. Subtract line 2 from line 1c		
	4 Net gain (loss) from Form 4797, line 17 (attach Form 4797)		
DEDUCTIONS	5 Other income (loss) (see Instrs — alt statement)		
	6 Total income (loss). Add lines 3 through 5		
	7 Compensation of officers (see instructions — attach Form 1125-E)		
	8 Salaries and wages (less employment credits)		
	9 Repairs and maintenance		
	10 Bad debts		
	11 Rents		
	12 Taxes and licenses		
	13 Interest		
	14 Depreciation not claimed on Form 1125-A or elsewhere on return (attach Form 4562)		
	16 Depletion (Do not deduct oil and gas depletion.)		
TAX AND PAYMENTS	16 Advertising		
	17 Pension, profit-sharing, etc. plans		
	18 Employee benefit programs		
	19 Other deductions (attach statement)		
	20 Total deductions. Add lines 7 through 19		
	21 Ordinary business income (loss). Subtract line 20 from line 6		
	22a Excess not passive income or LIFO recapture tax (see instructions)	22a	
	b Tax from Schedule D (Form 1120S)	22b	
	c Add lines 22a and 22b (see instructions for additional taxes)		
	23a 2013 estimated tax payments and 2012 overpayment credited to 2013	23a	
	b Tax deposited with Form 7004	23b	
c Credit for federal tax paid on fuels (attach Form 4136)	23c		
d Add lines 23a through 23c			
24 Estimated tax penalty (see instructions). Check if Form 2220 is attached			
25 Amount owed, if line 23d is smaller than the total of lines 22c and 24, enter amount owed			
26 Overpayment. If line 23d is larger than the total of lines 22c and 24, enter amount overpaid			
27 Enter amount from line 26 Credited to 2014 estimated tax ▶		Refunded	

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Signature of officer	Date	PRESIDENT
		Title

Paid Preparer Use Only

Print/Type preparer's name VIDMER GREER	Preparer's signature	Date 02/18/16	Check self-employed ☐	P00851267
Firm's name ▶ VIDMER GREER, CPA, LLC	Firm's EIN ▶ 63-1203803	Firm's address [REDACTED]		

BAA For Paperwork Reduction Act of 1995 (see separate instructions) Form 1120S (2013)



2026

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

CALLAGHANS IRISH SOCIAL CLUB INC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	4900 42463	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

Jennifer Byrd

Deputy Commissioner

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):





CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

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

Business Structure ☐ Sole Proprietorship ☐ Limited Liability Company (LLC) ☒ Corporation	Application Type ☐ New Business ☐ New Owner ☐ Location Change	Transfer - License? ☐ No ☐ Yes Relocation Date	Description/Type ☐ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☐ Restaurant ☐ Other
License Type Applied for with AL ABC Board (MUST match with ABC Board) - check ALL that apply ☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor ☐ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises) ☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine ☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub			
Legal Business Name CALLAGHANS IRISH SOCIAL CLUB INC		Trade Name (DBA) CALLAGHANS IRISH SOCIAL CLUB	
Company Physical Address (Street Address, Suite #) 416 Charleston St 250 MARINE STREET - VACANT LOT		City MOBILE	State AL
		Zip Code 36604	
Business Contact Person Information Name John Thompson		Title Owner	
URBAN DEVELOPMENT DEPARTMENT USE ONLY			
Building Sq Footage N/A	Parking Provided N/A	Parking Required N/A	Compliance ✓
		Zoning R-1	Approved ✓
Comments ANNUAL STREET PARTY TENT WITH BAR			
Print Name CALDWELL C. WHISTLER		Signature Caldwell C. Whistler	Date 2-26-2026

Revision Date 10/23/2023

Planning and Zoning

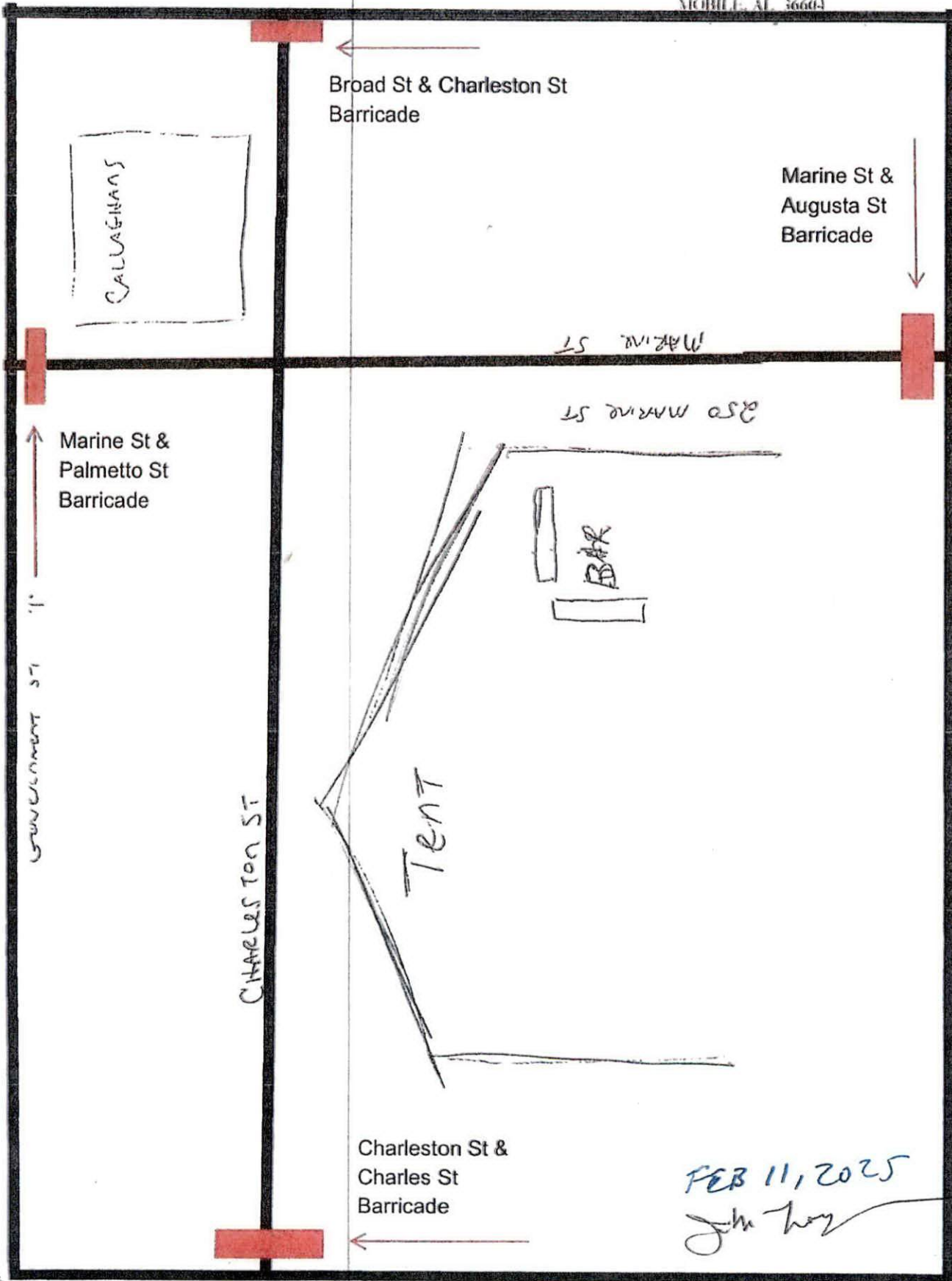
ST PATRICKS STREET PARTY

— Road
■ Barricade

BROAD ST



CALLAGHAN'S IRISH SOCIAL CLUB
250 MARINE ST VACANT LOT
MOBILE, AL 36604



R E S O L U T I O N

Sponsored by: Councilmember Robert Beau Fleming, III, District 5

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

Type of application: Retail Beer/Table Wine (On or Off Premises) License

Submitted by: Jerusalem Group, LLC

Location: Jerusalem Café
5817 Old Shell Road
Mobile, AL 36608

Adopted:

City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL

PRESIDENT - DISTRICT 3

GINA GREGORY

VICE PRESIDENT - DISTRICT 7

CORY PENN

DISTRICT 1

SAMANTHA INGRAM

DISTRICT 2

BEN REYNOLDS

DISTRICT 4

BEAU FLEMING

DISTRICT 5

JOSH WOODS

DISTRICT 6

CITY CLERK

LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
02/07/2026	NEW APPLICATION	2026 - 5755	133170	6	March 3, 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)

040 - RETAIL BEER (ON OR OFF PREMISES)

060 - RETAIL TABLE WINE (ON OR OFF PREMISES)

Legal Business Name

JERUSALEM GROUP LLC

Trade Name (DBA)

JERUSALEM CAFE

Location Address

5817 OLD SHELL RD

City, State, Zip Code

MOBILE AL 36608

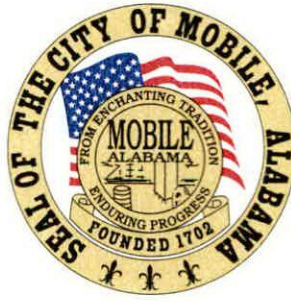
Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL

PRESIDENT - DISTRICT 3

GINA GREGORY

VICE PRESIDENT - DISTRICT 7

CORY PENN

DISTRICT 1

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CITY CLERK

LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
02/07/2026	NEW APPLICATION	2026 - 5755	133170	6	March 3, 2026

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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)

040 - RETAIL BEER (ON OR OFF PREMISES)

060 - RETAIL TABLE WINE (ON OR OFF PREMISES)

Legal Business Name

JERUSALEM GROUP LLC

Trade Name (DBA)

JERUSALEM CAFE

Location Address

5817 OLD SHELL RD

City, State, Zip Code

MOBILE AL 36608

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

**BUILD MOBILE
PLANNING AND ZONING DEPARTMENT**

MEMORANDUM

To: Lana Pafenbach-Gauthier

From: Logan Anderson
Principal Planner II

Logan Anderson

Date: February 27, 2026

Re: Application # 5755 / 5817 Old Shell Rd.

Regarding the above referenced application, the site is zoned B-2. This is to advise that a restaurant with retail beer and wine sales is a permitted use in this zoning district.

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

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

The site is located in District # 5, Beau Fleming (Council Member).



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
02/07/2026	NEW APPLICATION	2026 - 5755	133170	6	March 3, 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)

040 - RETAIL BEER (ON OR OFF PREMISES)

060 - RETAIL TABLE WINE (ON OR OFF PREMISES)

Legal Business Name

JERUSALEM GROUP LLC

Trade Name (DBA)

JERUSALEM CAFE

Location Address

5817 OLD SHELL RD

City, State, Zip Code

MOBILE AL 36608

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

City of Mobile Alcoholic Beverage License Application

Application Date 02/07/2026	Application Type NEW APPLICATION	Application Number 2026 - 5755	License Account # 133170	Council District 6	Council Agenda Date March 3, 2026
License Type Applied for with Alabama ABC Board 040 - RETAIL BEER (ON OR OFF PREMISES)			2nd License Type Applied for with Alabama ABC Board 060 - RETAIL TABLE WINE (ON OR OFF PREMISES)		
Business Information					
Legal Business Name JERUSALEM GROUP LLC			Trade Name (DBA) JERUSALEM CAFE		
Business Structure Type LLC - LIMITED LIABILITY COMPANY		Incorporation Date 07/17/2025	SOS Entity ID 001-200-865	State AL	County MOBILE
Federal Tax ID (FEIN) 39-3272731	Alabama State Sales Tax ID R012724279	Business Phone Number [REDACTED]			
Physical Address (Street Address, Suite #) 5817 OLD SHELL RD		City MOBILE	State AL	Zip Code 36608	
Mailing Address (Street Address, Suite #, PO Box) [REDACTED]		City [REDACTED]	State [REDACTED]	Zip Code [REDACTED]	
Primary Business Activity at the Location Explain (other) RESTAURANT		If Location Transfer, Previous Street Address and Zip Code N/A			
Contact Person Information					
Name PHILLIP HARRISON ABERNETHY	Title OWNER	POA [REDACTED]	Phone [REDACTED]	Email [REDACTED]	
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name N/A		Trade Name (DBA) [REDACTED]			
ABC License Type		License Number	Any ABC Pending Actions		
Land/Building Information					
Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED					
Property Owner Name and/or Contact Person Name LYON RESTAURANT PROPERTIES LLC		Property Owner Phone Number [REDACTED]	Property Owner Email [REDACTED]		
Property Owner Mailing Address (Street Address, Suite #, PO Box) 3662 DAUPHIN ST STE E		City MOBILE	State AL	Zip Code 36606	
Bldg Square Footage 3,289	Bldg Seating Capacity 60	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]

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information				Copy of Driver's License Must Be Provided for each Person	
<u>Full Name (Last, First, Middle)</u>		<u>Title</u>		<u>Driver's License (State, Number)</u>	
PHILLIP HARRISON ABERNETHY		OWNER			
<u>Home Address (Street Address, Apt/Unit #)</u>		<u>City</u>		<u>State</u>	<u>Zip Code</u>
<u>Date of Birth</u>	<u>Place of Birth (City, State, Nation)</u>	<u>Social Security Number</u>		<u>Mobile/Phone Number</u>	
<u>Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?</u>					
NO	<u>If Yes, Law Violation</u>	<u>Arresting Agency</u>	<u>Arrest Date</u>	<u>Disposition</u>	
<u>Do you have any existing State of Alabama ABC license(s) with any entity in your name?</u>					
NO	<u>If Yes, Legal Business Name</u>	<u>Business DBA</u>	<u>Physical Location Address (Street, City, Zip Code)</u>		

<u>Full Name (Last, First, Middle)</u>		<u>Title</u>		<u>Driver's License (State, Number)</u>	
<u>Home Address (Street Address, Apt/Unit #)</u>		<u>City</u>		<u>State</u>	<u>Zip Code</u>
<u>Date of Birth</u>	<u>Place of Birth (City, State, Nation)</u>	<u>Social Security Number</u>		<u>Mobile/Phone Number</u>	
<u>Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?</u>					
NO	<u>If Yes, Law Violation</u>	<u>Arresting Agency</u>	<u>Arrest Date</u>	<u>Disposition</u>	
NO	<u>If Yes, Legal Business Name</u>	<u>Business DBA</u>	<u>Physical Location Address (Street, City, Zip Code)</u>		

Power of Attorney (POA) Information		Copy of Driver's License Must Be Provided for each Person			
<u>Full Name (Last, First, Middle)</u>		<u>Title</u>		<u>Date of Birth</u>	
<u>Home Address (Street Address, Apt/Unit #)</u>		<u>City</u>		<u>State</u>	<u>Zip Code</u>
				<u>Phone Number</u>	

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO

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

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

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

PH

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.

PH

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.

PH

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.

PH

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.

PH

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.

PH

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.

PH

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

Phillip Harrison Abernethy

Owner/Applicant/POA Signature

P. H. Abernethy

Date of Application Signature

2/26/2026

Title of Person Signing this Application

Owner

Sworn to and subscribed before me this **26th** day of **March** 20 **26**

Notary Person Printed Name

Notary Person Signature

My Notary Commission Expires

Tara Lynn Harris

February 11, 2026

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
02/07/2026	NEW APPLICATION	2026 - 5755	133170	6	March 3, 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)

040 - RETAIL BEER (ON OR OFF PREMISES)

060 - RETAIL TABLE WINE (ON OR OFF PREMISES)

Legal Business Name

JERUSALEM GROUP LLC

Trade Name (DBA)

JERUSALEM CAFE

Location Address

5817 OLD SHELL RD

City, State, Zip Code

MOBILE AL 36608

Contact Person Information				
Name	Title	POA	Phone	Email
PHILLIP HARRISON ABERNETH	OWNER			

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

What is/was the start date of this business? 03/29/2023

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

Tara Harris

Revenue Department Representative

Letter to City Council

City of Mobile Alcoholic Beverage License Application Notice of Public Hearing

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

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

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

JERUSALEM GROUP LLC

dba

JERUSALEM CAFE

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

040 - RETAIL BEER (ON OR OFF PREMISES) and **060 - RETAIL TABLE WINE (ON OR OFF PREMISES)**

for the premises located at

5817 OLD SHELL RD

, 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 **March 3, 2026** for application number **2026 - 5755**

- 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)

040 - RETAIL BEER (ON OR OFF PREMISES)

060 - RETAIL TABLE WINE (ON OR OFF PREMISES)

Legal Business Name

JERUSALEM GROUP LLC

Trade Name (DBA)

JERUSALEM CAFE

Location Address

5817 OLD SHELL RD

Zip Code

36608

Application Number

2026 - 5755

Notice Post Date @ Location

02/07/2026

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

March 3, 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

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.

CITY OF MOBILE
REVENUE DEPARTMENT

February 26, 2026



JERUSALEM CAFE

5817 OLD SHELL ROAD

MOBILE, AL 36608 USA

ACCOUNT NUMBER: 133170 TERRITORY 6

INVOICE

<u>BILL #</u>	<u>MTH/YR</u>	<u>DESCRIPTION</u>	<u>AMOUNT BILLED</u>	<u>PENALTY DUE</u>	<u>INTEREST DUE</u>	<u>AMOUNT PAID</u>
2254447	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



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20260203140443931



Type License: 040 - RETAIL BEER (ON OR OFF PREMISES)
060 - RETAIL TABLE WINE (ON OR OFF PREMISES)

State: \$150.00
\$150.00

County: \$75.00
\$75.00

Trade Name: JERUSALEM GROUP LLC

Filing Fee: \$100.00

Applicant: JERUSALEM CAFE

Transfer Fee:

Location Address: 5817 OLD SHELL RD MOBILE, AL 36608

Mailing Address:

County: MOBILE

Tobacco sales: NO

Tobacco Vending Machines:

Product Type:

Type Ownership: LLC

Book, Page, or Document info: 001-200-865

Do you sell Draft Beer?: N/A

Date Incorporated: 7/17/2025

State incorporated: AL

County Incorporated: MOBILE

Date of Authority:

Federal Tax ID: 39-3272731

Alabama State Sales Tax ID: R012724279

Name:	Title:	Date and Place of Birth:	Residence Address:
PHILLIP HARRISON ABERNETHY [REDACTED]	OWNER	[REDACTED]	[REDACTED]

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



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20260203140443931



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

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

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

Contact Person: PHILLIP ABERNETHY
Business Phone: [REDACTED]
Fax: [REDACTED]

Home Phone: [REDACTED]
Cell Phone: [REDACTED]
E-mail: [REDACTED]

PREVIOUS LICENSE INFORMATION:

Trade Name:
Applicant:

Previous Vendor Number:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20260203140443931



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

Name of Property owner/lessor and phone number: LYON RESTAURANT PROPERTIES LLC

What is lessors primary business? COMMERCIAL REAL ESTATE

Is lessor involved in any way with the alcoholic beverage business? NO

Is there any further interest, or connection with, the licensee's business by the lessor? NO

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: 3289

Display Square Footage:

Building seating capacity: 60

Does Licensed premises include a patio area? NO

License Structure: SINGLE STRUCTURE

License covers: ENTIRE STRUCTURE

Number of licenses in the vicinity:

Nearest:

Nearest school:

Nearest church:

Nearest residence:

Location is within: CITY/TOWN LIMITS

Police protection: CITY



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20260203140443931



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)?

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20260203140443931

Initial each

☐ PHS
☐ PHS

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

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

☐ PHS

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

☐ N/A

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

☐ N/A

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

☐ N/A

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

☐ PHS

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.

☐ PHS

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.

☐ PHS

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): Phillip H. Abernethy

Notary Name (print): April W. Jones

Signature of Applicant: P. H. Abernethy

Notary Signature: April W. Jones

Commission expires: 4/12/2026

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20260203140443931



Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

Does the club charge and collect dues from elected members? N/A

Number of paid up members:

Are meetings regularly held? N/A

How often?

Is business conducted through officers regularly elected? N/A

Are members admitted by written application, investigation, and ballot? N/A

Has Agent verified membership applications for each member listed? N/A

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

Agent's Initials:

For what purpose is the club organized?

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

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? N/A

Special Retail

Is it for 30 days or less? N/A

More than 30 days? N/A

Franchisee or Concessionaire of above? N/A

Other valid responsible organization: N/A

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date:

Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

Receipt Confirmation Page

Receipt Confirmation Number: 20260203140443931

Application Payment Confirmation Number: 115920340

Payment Summary	
Payment Item	Fee
Application Fee for License 040 and 060	\$100.00
Total Amount to be Charged	\$100.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	County Fee	State Fee	Total Fee
040 - RETAIL BEER (ON OR OFF PREMISES)	\$75.00	\$150.00	\$225.00
060 - RETAIL TABLE WINE (ON OR OFF PREMISES)	\$75.00	\$150.00	\$225.00
Total Amount to be Charged	\$150.00	\$300.00	\$450.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 040 - RETAIL BEER (ON OR OFF PREMISES)

License Type 2: 060 - RETAIL TABLE WINE (ON OR OFF PREMISES)

License Type 3:

License Type 4:

License Type 5:

License Type 6:

License Type 7:

License Type 8:

License Type 9:

License Type 10:

License County: MOBILE

Business Type: LLC

Trade Name: JERUSALEM GROUP LLC

Applicant Name: JERUSALEM CAFE

Location Address: 5817 OLD SHELL RD

MOBILE, AL 36608

Mailing Address:

Contact Person:

Contact Home Phone:

Contact Business Phone:

Contact Fax:

Contact Cell Phone:

Contact Email Address:

Contact Web Address:

Contact Relationship to Applicant: APPLICANT



KAY IVEY
GOVERNOR

ALABAMA LAW ENFORCEMENT AGENCY

301 SOUTH RIPLEY STREET | P.O. BOX 1511 | MONTGOMERY, AL 36102
334.676.6000 | WWW.ALEA.GOV



HAL TAYLOR
SECRETARY

01/28/2026

Dear Mr. Abernethy,

The Alabama Law Enforcement Agency (ALEA) Criminal Justice Information Services Division has received and processed your request for Alabama Criminal History Record Information (CHRI).

Based on the information you provided and a fingerprint-based check of Alabama state criminal records, no state criminal history was found. Please note that updates to your criminal history may occur at any time. If you require an updated state CHRI in the future, you should request a new version.

Please contact the Criminal Justice Information Services Division if you have any questions.

Sincerely,

Nakesha Vane

Nakesha Vane, Record Check Supervisor
Criminal Justice Information Services Division
(334) 676-6000
BackgroundChecks@alea.gov

XXXXXXXXXXXX STATE ABI SEARCH RESULT AND RAP SHEET XXXXXXXXXXXX

NAME: ABERNETHY, PHILLIP HARRISON

CERTIFIED COPY
OF
ALEA DOCUMENT

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

PURPOSE: In order to form a Limited Liability Company (LLC) under Section 10A-5A-2.01 of the Code of Alabama 1975, this Certificate of Formation and the appropriate filing fees must be filed with the Office of the Secretary of State. The information required in this form is required by Title 10A.

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "LLC," and comply with Code of Alabama, Section 10A-1-5.06. You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply:

Jerusalem Group LLC

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

3. The name of the registered agent (only one agent): Phillip Abernethy

Street (no PO Boxes) address of registered office (must be located in Alabama):

*COUNTY of above address: MOBILE

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

4. The undersigned certify that there is at least one member of the limited liability company.

(For SOS Office Use Only)

Alabama
Sec. Of State
001-200-865 DLL
Date 07/17/2025
Time 16:39:00
File \$100.00
County \$100.00
Total \$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

5 Check only if the type applies to the Limited Liability Company being formed.

☐ Series LLC complying with Title 10A, Chapter 5A, Article 11

☐ Professional LLC complying with Title 10A, Chapter 5A, Article 8

☐ Non-Profit LLC complying with Section 10A-5A-1.04(c)

6 The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12

The undersigned specify 7 / 17 / 2025 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 04 : 39 ☐ AM or ☒ PM. (cannot be noon or midnight - 12:00)

☐ Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

7 / 17 / 2025
Date (MM/DD/YYYY)

Mark Eiland

Signature as required by 10A-5A-2.04

Requestor

Typed title (organizer or attorney-in-fact)

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

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:

Jerusalem Group LLC

This name reservation is for the exclusive use of Mark Eiland, P.O. Box 726,
Mobile, AL 36601 for a period of one year beginning July 17, 2025 and expiring
July 17, 2026



RES230917

**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.**

July 17, 2025

Date

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

Wes Allen

Secretary of State

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

JERUSALEM GROUP LLC
PHILLIP ABERNETHY SOLE MBR
[REDACTED]

Date of this notice: 07-17-2025

Employer Identification Number:
39-3272731

Form: SS-4

Number of this notice: CP 575 A

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

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

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 39-3272731. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

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

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

Form 941	10/31/2025
Form 940	01/31/2026

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

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

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

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

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

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

IMPORTANT REMINDERS:

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

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

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

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

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

Thank you for your cooperation.



2026

SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

JERUSALEM GROUP LLC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R012724279	12/15/2025	12/31/2026

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

NON-TRANSFERABLE

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

NAICS CODE: 722511

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Jennifer Byrd
Deputy Commissioner

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

5817 OLD SHELL RD MOBILE AL 36608-3420



COMMERCIAL LEASE

THIS INDENTURE OF LEASE, made on the 7th day of January 2026, by and between Lyon Restaurant Properties, LLC an Alabama Limited Liability Company, (herein called "Landlord"), and Jerusalem Group, LLC, an Alabama Limited Liability Company (herein called "Tenant").

WITNESSETH

ARTICLE I GRANT AND TERM

Section 1.01. Leased Premises.

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Tenant to be observed and performed, Landlord demises and leases to Tenant, and Tenant rents from Landlord, those certain premises, now or hereafter to be erected in the premises commonly known as 5817 Old Shell Road, in the City of Mobile and State of Alabama, which premises consists of a one-story building containing an area of approximately 3,289 square feet, hereinafter called the "leased premises". The boundaries, location and dimensions of the leased premises are highlighted in red on the site plan, which is marked Exhibit "A", attached hereto and made a part hereof.

Section 1.02. Use of Additional Areas.

The uses and occupation by Tenant of the leased premises shall include the use in common with others entitled hereto of the common areas, employees' parking areas, service roads, loading facilities, sidewalks and customer car parking areas, shown and depicted on Exhibit "A" and other facilities as may be designated from time to time by the Landlord, subject however on the terms and conditions of this lease and to reasonable rules and regulations for the use thereof as prescribed from time to time by Landlord. The beer and wine receipts are not to exceed twenty percent (20%) of food sales. The sale of alcohol will only be sold as a compliment to the food sales.

Section 1.03. Term and Commencement.

The term of this lease shall be for five (5) years commencing on January 12, 2026, and expiring on January 31, 2031. Tenant's entry upon the premises for the installation of Tenant's stock in trade and trade fixtures, (when Landlord grants such permission) and prior to said commencement date, shall not be deemed an opening for business to the public.

Section 1.04. Failure of Tenant to Open.

In the event that Landlord notifies Tenant that the leased premises are ready for occupancy as herein defined and Tenant fails to take possession and to open the leased premises for business fully fixtured, stocked and staffed within the time herein provided, then Landlord shall have, in addition to any and all remedies herein provided, the right to collect the minimum rent herein provided, for each and every day that Tenant shall fail to commence to do business as herein provided (in any event, should Tenant have failed to open the leased premises for business at the conclusion of ninety (90) days following the commencement of the term, as defined in Section 1.03, then Landlord may, at Landlord's option, in addition to collecting said minimum rent, cancel and terminate this lease by giving written notice to Tenant within thirty (30) days after said ninety (90) day period).

Section 1.05. Examination of Lease.

Submission of this instrument for examination or signature by Tenant does not constitute a reservation or option for lease, and this instrument shall not become effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

Section 1.06. Completed Document and Waiver.

The submission of this lease for examination by Tenant does not constitute an offer or option to lease the leased premises, nor is it intended as a reservation of the leased premises for the benefit of Tenant. On the contrary, it is expressly understood that this lease shall not be valid or binding upon any of the parties hereto unless fully and properly executed by Tenant and Landlord.

IN WITNESS WHEREOF, Landlord and Tenant have signed and sealed this as of the day and year first above written and executed in multiple originals being attached and made a part hereof.

LANDLORD:

Lyon Restaurant Properties, LLC, an Alabama Limited Liability Company

Witness:

Merrill P. Thomas

By: Janet M. Lyon
Janet M. Lyon
Managing Member

TENANT:

Jerusalem Group, LLC

Witness:

Mary C. Nelson

By: Phillip H. Abernethy
Phillip H. Abernethy
President

STATE OF ALABAMA
COUNTY OF MOBILE

GUARANTY

FOR VALUE RECEIVED and in consideration for and as an inducement to Lessor making the within lease with Lessee, the undersigned guarantees to Lessor, its heirs, successors and assigns, the full performance and observance provided to be performed and observed by Lessee, without requiring any notice of non-performance or non-observance, or proof, or notice, or demand, whereby to charge the undersigned therefor, all of which the undersigned hereby expressly waives and expressly agrees that the validity of this agreement and the obligations of the guarantor hereunder shall in no wise be terminated, affected or impaired for reason of the assertion by Lessor against Lessee of any of the provisions of the within lease.

The undersigned guarantor further covenants and agrees that this guaranty shall remain and continue in full force and effect as to any renewal, modification or extension of this lease.

Dated: 1/08, 2026

WITNESS:

Phillip H. Abernethy
Guarantor Signature

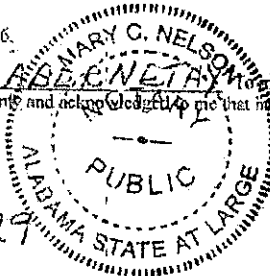
Phillip H. Abernethy
Print Name

On this 8TH day, of JANUARY 2026.

Before me personally came PHILLIP ABERNETHY to me, known to me to be the individual described in and who executed the foregoing guaranty and acknowledged to me that he executed the same.

Mary C. Nelson
Notary Public

My commission expires Aug. 11, 2029





CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

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

LEGAL DESCRIPTION OF PROPERTY

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

Ownership Type

Company Name

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

JERUSALEM GROUP LLC

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

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

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

Sworn to and subscribed before me this 11TH day of FEBRUARY 2026

Notary Printed Name <u>MARY C. NELSON</u>	Notary Signature <u>Mary C. Nelson</u>	My (Notary) Commission Expires <u>08.11.2029</u>
--	---	---

Notary Stamp

Owner of Property (Print Name)

Applicant Name (Print Name)

Lyon Restaurant Properties LLC

Phillip H. Abernethy

Owner of Property (Signature)

Applicant Name (Signature)

Janet M. Lyon

Phillip H. Abernethy

Street Address

Street Address

3662 Dauphin St. Suite E

5817 Old Shell Rd

City, State, Zip

City, State, Zip

Mobile AL 36606

Mobile AL 36608

Date Agreement Signed

Date Agreement Signed

2-11-2026

2-11-2026

[Application Property Ownership

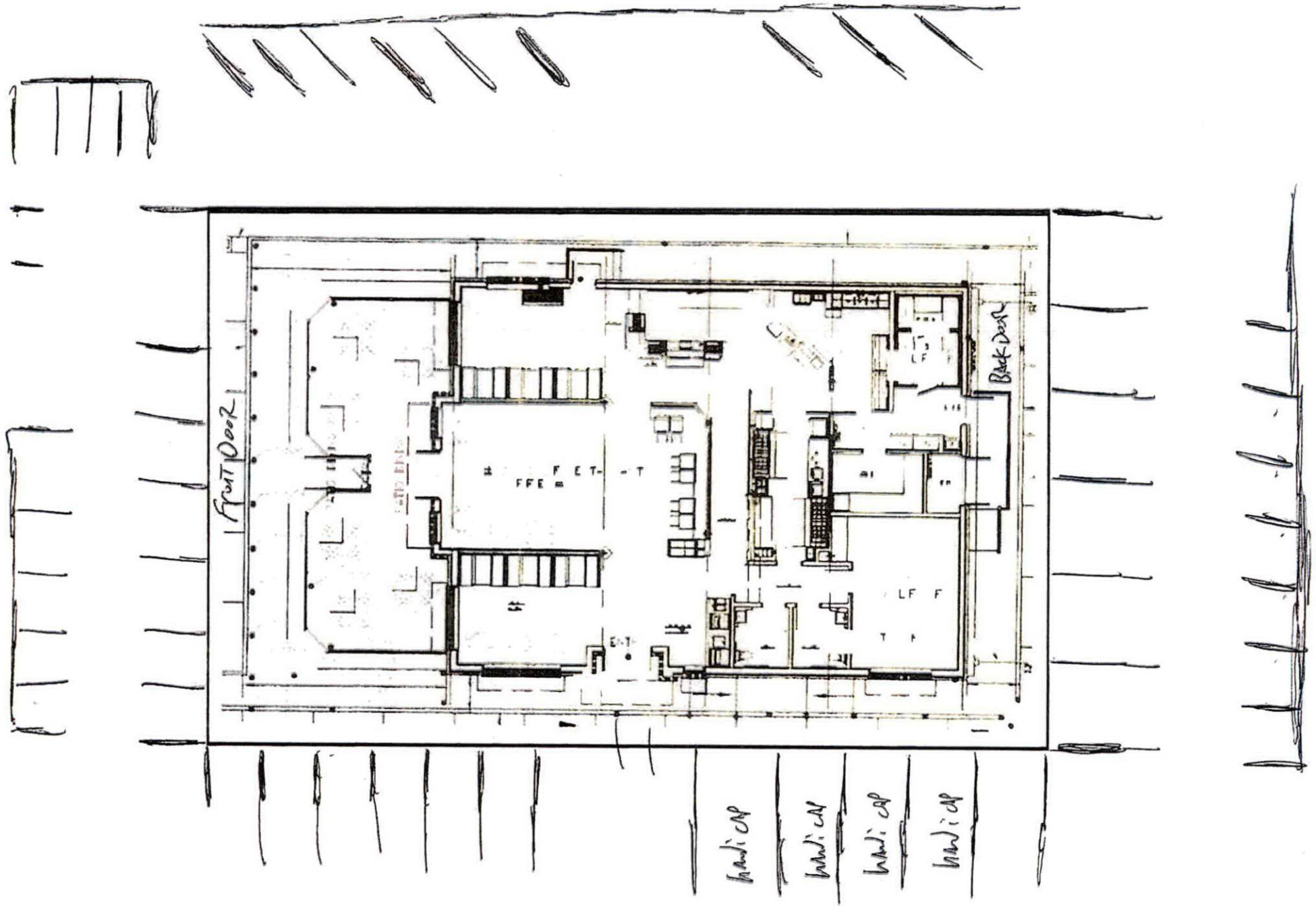


CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

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

<u>Business Structure</u> ☐ Sole Proprietorship ☒ Limited Liability Company (LLC) ☐ Corporation		<u>Application Type</u> ☒ New Business ☐ New Owner ☐ Location Change		<u>Transfer - License?</u> ☒ No ☐ Yes <u>Relocation Date</u>		<u>Description/Type</u> ☐ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☒ Restaurant ☐ Other	
<u>License Type Applied for with AL ABC Board (MUST match with ABC Board) - check ALL that apply</u> ☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor ☒ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☒ 060 Retail Table Wine (On/Off Premises) ☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine ☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub							
<u>Legal Business Name</u> JERUSALEM GROUP LLC				<u>Trade Name (DBA)</u> Jerusalem Cafe			
<u>Company Physical Address (Street Address, Suite #)</u> 5817 Old Shell Rd				<u>City</u> Mobile	<u>State</u> AL	<u>Zip Code</u> 36608	
<u>Business Contact Person Information</u>							
<u>Name</u> Phillip H. Abernethy		<u>Title</u> Owner	<u>Phone</u> [REDACTED]	<u>Email</u> [REDACTED]			
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
<u>Building Sq Footage</u> 3,289	<u>Parking Provided</u> 11+	<u>Parking Required</u> 11	<u>Compliance</u> ✓	<u>Zoning</u> B-2	<u>Approved</u> ✓		
<u>Comments</u> EXISTING RESTAURANT							
<u>Print Name</u> CALDWELL C. WHISTLER		<u>Signature</u> Caldwell C. Whistler			<u>Date</u> 2-24-2026		





Planning & Zoning Department

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

PERMIT NUMBER

ZC-165477-2025

Issue Date: 12/22/2025

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022805211000060.001.	5817 Old Shell Rd	

Business Name	Issued To	Zoning Districts
The Jerusalem Cafe	Name: Phillip H. Abemethy Company: The Jerusalem Cafe Address: 5817 Old Shell Rd MOBILE, AL 36608 Phone: [REDACTED]	B-2

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: Jackson Taylor

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

Telephone: 251.208.5895

Fax: 251.208.5898

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:

- **March 2026 – Lina Floyd Smith (Employee # 19098) Public Works: Parks & Recreation**

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

Adopted:

City Clerk

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 **Barton Academy PTO**, from the District 1 Discretionary Fund (10041020 42080); and*

WHEREAS, *to **Barton Academy PTO**, 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 **Barton Academy PTO**, will be used to *assist with the Buildup Barton charity event on March 21, 2026.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **\$500.00 to Barton Academy PTO**, 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 **\$1,500.00** to ***Spencer-Westlawn Elementary School***, from *District 1 Discretionary Funds (10041020 42080)*; and

WHEREAS, ***Spencer-Westlawn Elementary School***, is public school in Mobile, Alabama, which the Council may support pursuant to Code of Alabama § 16-13-36; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds 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 ***Spencer-Westlawn Elementary School***, will be used ***to assist with academic initiatives and student/teacher incentives***, which will serve a public purpose benefiting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$1,500.00 to Spencer-Westlawn Elementary School for the purposes described hereinabove and pursuant to the language on 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 **\$1,500.00** to ***Trinity Gardens Falcons Athletics***, from the *District 1 Discretionary Fund (10041020 42080)*; and

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

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

WHEREAS, the Mobile City Council determines that this appropriation to ***Trinity Gardens Falcons Athletics***, will be used to *assist with the upcoming baseball season*.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **\$1,500.00** to ***Trinity Gardens Falcons Athletics***, for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

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

Sponsored by: Councilmember Ben Reynolds

WHEREAS, *Councilmember Reynolds wishes to appropriate \$500.00 to **The Learning Tree, Inc.***, from the *District 4 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***The Learning Tree, Inc.***, is an Alabama non-profit corporation which provides a service to the community; and

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

WHEREAS, the Mobile City Council determines that this appropriation to ***The Learning Tree, Inc.***, will be used to *assist with the Crawfish for a Cause celebration highlighting Autism Awareness Month*.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of ***\$500.00 to The Learning Tree, Inc.***, 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 Robert Beau Fleming, III*

WHEREAS, *Councilmember Fleming wishes to appropriate \$150.00 to **Bright Academy**, from the District 5 Discretionary Fund (10041020 42080); and*

WHEREAS, ***Bright Academy**, 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 **Bright Academy**, will be used to assist with upcoming spring events.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of ***\$150.00 Bright Academy***, 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 Robert Beau Fleming, III

WHEREAS, *Councilmember Fleming wishes to appropriate \$250.00 to **Mobile Law Enforcement Foundation, Inc.***, from the *District 5 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***Mobile Law Enforcement Foundation, Inc.***, 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 ***Mobile Law Enforcement Foundation, Inc.***, will be used to *assist with future charity events for 2026*.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of ***\$250.00 to Mobile Law Enforcement Foundation, Inc.***, 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 Robert Beau Fleming, III*

WHEREAS, *Councilmember Fleming* wishes to appropriate **\$250.00** to ***Young Life of Mobile***, from the *District 5 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***Young Life of Mobile***, 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 ***Young Life of Mobile***, will be used to *assist with the upcoming Pickleball Tournament*.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **\$250.00** ***Young Life of Mobile***, 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 Josh Woods

WHEREAS, *Councilmember Woods wishes to appropriate \$25,000.00 to **Westside Athletic Association**, from the District 6 Discretionary Fund (10041020 42080); and*

WHEREAS, ***Westside Athletic Association**, 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 ***Westside Athletic Association**, will be used to assist with the turf and baseball field for the upcoming season.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of ***\$25,000.00 to Westside Athletic Association***, 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

Sponsored by: Samantha Ingram – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances “adopted December 5, 2017, the accessory structure at **1861 LASALLE STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: **Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 5, 6, 7, 8, and 15; and**

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1861 LASALLE STREET** described as:

**COM AT A PT ON THE E/L OF RICKARBY ST WHERE IT IS INT
BY THE N/L OF A 12 FT ALLEY WHICH IS PAR TO & 144 FT S
OF LASALLE AVE RUN TH N ALG THE E/L OF RICKARBY ST
127 FT & 8 IN TO A PT TH NEWLY & ALG THE ARC OF A CIR
WHOSE CNTR IS THE CNTR OF LEE CIR 25 FT & 9 IN TO THE
S/L OF LASALLE AVE TH E ON LASALLE AVE 60 FT & 8 IN TO
A PT TH S & PAR TO RICKARBY ST 144 FT TO THE N/L OF THE
ALLEY ABOVE MENTIONED TH W ALG THE N/L OF SD ALLEY
80 FT TO THE POB & BEING LOT 26 OF LEE PL DBK 132 N S
PG 342 #SEC 28 T4S R1W #MP29 10 28 2 001**

Parcel Number: 29 10 28 2 001 088

Last Assessed to: DAVIS DEMARIO & FLOYD DAVIS

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be **demolish** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, “Abatement of Unsafe Buildings and Structural Nuisances.”

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

March 4, 2026



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: **Nuisance Abatement Hearing Request**

Please place the following notice on the City Council agenda for **Tuesday, March 10, 2026.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1861 LA SALLE STREET.**
OWNED BY OR MAY HAVE AN INTEREST: **DAVIS DEMARIO & FLOYD DAVIS** IS A PUBLIC
NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002,
ENTITLED "NUISANCE ABATEMENT". (See attached worksheet for all other name and addresses
from Real Estate)

PARCEL NUMBER: 29 10 28 2 001 088

COUNCIL DISTRICT 2 – SAMANTHA INGRAM

**LEGAL DESCRIPTION: COM AT A PT ON THE E/L OF RICKARBY ST WHERE IT IS INT BY THE N/L
OF A 12 FT ALLEY WHICH IS PAR TO & 144 FT S OF LASALLE AVE RUN TH N ALG THE E/L OF
RICKARBY ST 127 FT & 8 IN TO A PT TH NEWLY & ALG THE ARC OF A CIR WHOSE CNTR IS THE
CNTR OF LEE CIR 25 FT & 9 IN TO THE S/L OF LASALLE AVE TH E ON LASALLE AVE 60 FT & 8 IN
TO A PT TH S & PAR TO RICKARBY ST 144 FT TO THE N/L OF THE ALLEY ABOVE MENTIONED TH
W ALG THE N/L OF SD ALLEY 80 FT TO THE POB & BEING LOT 26 OF LEE PL DBK 132 N S PG 342
#SEC 28 T4S R1W #MP29 10 28 2 001**

GJ/md



City of Mobile Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

1861 LA SALLE ST

Property Details

PARCEL KEYX	00923068	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	2
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	Y
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	N Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	N
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	N Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	N Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRRROMISED	N
SURVEY DATE	2022-04-13	COMMENTS	

Property Score

SCORE	31	SCORE DISCRIPTION	Stabilize
-------	----	-------------------	-----------

Notes

Handwritten signature/initials

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 01/13/2026

Property Address: 1861 La Salle Street

District No: 2

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























Affidavit of Mailed Notice



March 4, 2026

State of Alabama
County of Mobile

Subject Property – 1861 LaSalle Street.

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

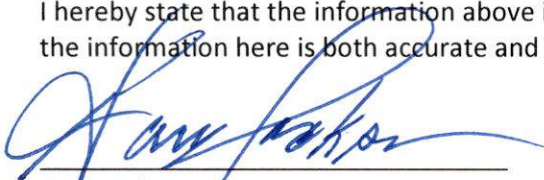
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 7 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet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

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

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

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

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



Gary Jackson,
Deputy Director Municipal Enforcement

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



Demario Davis & Floyd Davis
1861 La Salle Street
Mobile AL 36606-4337

January 16, 2026

RE: 1861 La Salle Street
Project Number: ME-038-23

Dear Demario Davis & Floyd Davis:

On January 13, 2026 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1861 La Salle Street.

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

COM AT A PT ON THE E/L OF RICKARBY ST WHERE IT IS INT BY THE N/L
OF A 12 FT ALLEY WHICH IS PAR TO & 144 FT S OF LASALLE AVE RUN TH
N ALG THE E/L OF RICKARBY ST 127 FT & 8 IN TO A PT TH NEWLY & ALG
THE ARC OF A CIR WHOSE CNTR IS THE CNTR OF LEE CIR 25 FT & 9 IN TO
THE S/L OF LASALLE AVE TH E ON LASALLE AVE 60 FT & 8 IN TO A PT TH
S & PAR TO RICKARBY ST 144 FT TO THE N/L OF THE ALLEY ABOVE
MENTIONED TH W ALG THE N/L OF SD ALLEY 80 FT TO THE POB & BEING
LOT 26 OF LEE PL DBK 132 N S PG 342 #SEC 28 T4S R1W #MP29 10 28 2
001

Parcel Number: 29 10 28 2 001 088

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

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

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

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

- ☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;
- (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;
- (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;
- (7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

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

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

- a) Repair the structures / and or building by **March 2, 2026**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **March 2, 2026**, provide the Code Official with a work plan to accomplish the repairs by **March 2, 2026**, which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **March 2, 2026**, which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

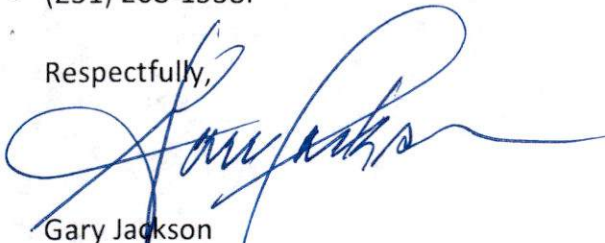
- IV. **NOTICE** is hereby given that on **March 10, 2026 at 10:30 a.m.**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
☒ Demolished

- VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.
- VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.
- VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).
- IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,



Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 1861 La Salle Street 2nd UPDATE

Date: **Original Date:** May 19, 2023

Date: **1st UPDATE:** January 14, 2025

Date: **2nd UPDATE:** December 16, 2025

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: December 15, 2025

Per the Title Report, the owner is: Demario Davis and Floyd Davis

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|--|---|
| 1 | Demario Davis & Floyd Davis
1861 La Salle St
Mobile AL 36606-4337 | Subject/location address – Owners – Phone
numbers are 251-545-5629 and 251-447-8155,
LexisNexis address good 1/2023 |
| 2 | Demario Davis & Floyd Davis
1214 Murray Hill Ct Apt D
Mobile AL 36606-6114 | Deed mailing address and Revenue Commission
website mailing address good 2022 - 2026 |
| 3 | Demario Davis & Floyd Davis
1863 Saint Stephens Ct
Mobile AL 36617-3301 | LexisNexis address good 10/2025 |
- TAX STATUS: 2022, 2023 and 2024 TAX LIEN – 2025 DUE
BY 12/31/2025**
- | | | |
|---|--|---|
| 4 | True Tax Service LLC
c/o Reisa Jones
10807 S Michigan Ave Apt 2
Chicago IL 60628-3521 | Tax Lien Owner 2022, 2023 & 2024 tax lien sale.
LexisNexis address good 11/2025
Phone numbers are 773-550-2462, 773-373-8144,
773-682-5192, 773-337-3814 and 773-821-4840
good 2025 |
|---|--|---|

- 5 True Tax Service LLC LexisNexis address good 6/2025
c/o Reisa Jones
PO Box 2416
Country Club Hills IL 60478-
8416
- 6 True Tax Service LLC LexisNexis address good 4/2024
c/o Reisa Jones
2743 W 9th PL
Gary IN 46404-2001
- 7 True Tax Service LLC LexisNexis address good 5/2024
c/o Reisa Jones
803 E 36th PL
Gary IN 46409-1442

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Demario Davis & Floyd Davis, filed 5/11/2023, recorded 5/19/2023, instrument number 2023031377.

Lis Pendens – City of Mobile vs Demario Davis & Floyd Davis, filed 8/5/2023, recorded 9/21/2023, instrument number 2023056796.

RESOLUTION

Sponsored by: C J Small – District 3

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances “adopted December 5, 2017, the accessory structure at **3150 RIVERSIDE DRIVE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

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

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **3150 RIVERSIDE DRIVE** described as:

**ALL LOT 1 BLK 1 RIVERSIDE SUB MBK 3 P 318 EXC W 175 FT
TO SD LOT TH PT OF SD LOT 1 BEING HEREBY CONVEYED
IS MORE PART DESC AS BDED BY LINE BEG AT PT ON S/L
LOT 175 FT E OF SW COR OF SAME RUN TH E ALG S/L SD
LOT TO RIVERSIDE DR TH IN NELY DIR ALG RIVERSIDE DR
TO NE COR SD LOT TH W ALG N/L SD LOT TO PT 175 FT E OF
NW COR SD LOT TH S TO POB #SEC 40 T5S R1W #MP32 07 40
0 004**

Parcel Number: 32 07 40 0 004 035

Last Assessed to: VICE BOBBY JOE ATTN ROXANNE HOCK

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be **demolish** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, “Abatement of Unsafe Buildings and Structural Nuisances.”

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this

resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

March 4, 2026



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: **Nuisance Abatement Hearing Request**

Please place the following notice on the City Council agenda for **Tuesday, March 10, 2026**.

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **3150 RIVERSIDE DRIVE**. OWNED BY OR MAY HAVE AN INTEREST: **VICE BOBBY JOE ATTN ROXANNE HOCK** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 32 07 40 0 004 035

COUNCIL DISTRICT 3 – C J SMALL

LEGAL DESCRIPTION: ALL LOT 1 BLK I RIVERSIDE SUB MBK 3 P 318 EXC W 175 FT TO SD LOT TH PT OF SD LOT 1 BEING HEREBY CONVEYED IS MORE PART DESC AS BDED BY LINE BEG AT PT ON S/L LOT 175 FT E OF SW COR OF SAME RUN TH E ALG S/L SD LOT TO RIVERSIDE DR TH IN NELY DIR ALG RIVERSIDE DR TO NE COR SD LOT TH W ALG N/L SD LOT TO PT 175 FT E OF NW COR SD LOT TH S TO POB #SEC 40 T5S R1W #MP32 07 40 0 004

GJ/md



City of Mobile
Blight Survey -Re-Check

Report Date - _____

Property Address

3150 RIVERSIDE DRIVE

Property Details

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

Survey Results

Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	N
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	N	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	05/08/2025	Comments	

Property Score

Score	57	Score Description	DEMO
-------	----	-------------------	------

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 5-19-25

Noted 360 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 01/13/2026

Property Address: 3150 Riverside Drive

District No: 3

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





























Affidavit of Mailed Notice



March 4, 2026

State of Alabama
County of Mobile

Subject Property – 3150 Riverside Drive.

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

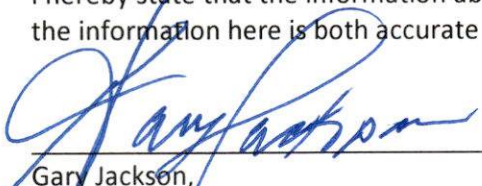
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 4 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet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

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

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

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

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



Gary Jackson,
Deputy Director Municipal Enforcement

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



Roxanne Vice Hock
3150 Riverside Drive
Mobile AL 36605-4137

January 16, 2026

**RE: 3150 Riverside Drive
Project Number: ME-023-25**

Dear Roxanne Vice Hock:

On January 13, 2026 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 3150 Riverside Drive.

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

**ALL LOT 1 BLK I RIVERSIDE SUB MBK 3 P 318 EXC W 175 FT TO SD
LOT TH PT OF SD LOT 1 BEING HEREBY CONVEYED IS MORE PART
DESC AS BDED BY LINE BEG AT PT ON S/L LOT 175 FT E OF SW COR
OF SAME RUN TH E ALG S/L SD LOT TO RIVERSIDE DR TH IN NELY
DIR ALG RIVERSIDE DR TO NE COR SD LOT TH W ALG N/L SD LOT
TO PT 175 FT E OF NW COR SD LOT TH S TO POB #SEC 40 T5S R1W
#MP32 07 40 0 004**

Parcel Number: 29 10 28 2 001 088

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

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

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

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

- ☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;
- (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;
- (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;
- (7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

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

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

- a) Repair the structures / and or building by **March 2, 2026**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **March 2, 2026**, provide the Code Official with a work plan to accomplish the repairs by **March 2, 2026**, which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **March 2, 2026**, which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

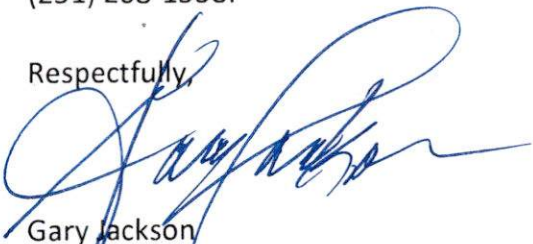
- IV. **NOTICE** is hereby given that on **March 10, 2026 at 10:30 a.m.**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
☒ Demolished

- VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.
- VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.
- VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).
- IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,



Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 3150 Riverside Drive

Date: July 7, 2025

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: July 1, 2025

Per the Title Report, the owner is: Bobby Joe Vice

Notes: Bobby Joe Vice deceased as of March 28, 2023. Genealogy was unable to locate a descriptive obituary with heirs but was able to locate to child birth notices. The birth dates coincide with the dates of two daughters listed on LexisNexis. I listed the two daughters as contacts. No wife was listed in LexisNexis. Per deed 3785-018 (not subject property) There was a divorce against Jerry G. Vice. She is listed on LexisNexis but is owner's children's mother and ex-wife (not heir).

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|---|--|
| 1 | Roxanne Vice Hock
3150 Riverside Dr
Mobile AL 36605-4137 | Daughter of deceased owner – LexisNexis address
good 2/2025 – Phone numbers are 903-734-1239
and 903-520-7169 good 2025 –
Also subject/location address |
| 2 | Roxanne Vice Hock
9165 Private Road 3350
Gilmer TX 75645-7614 | LexisNexis address good 4/2025 |
| 3 | Christie Boutin
1940 Redwood Rd
Gilmer TX 75645-7718 | Daughter of deceased owner – LexisNexis address
good 4/2025 – Phone numbers are 903-215-1645,
254-654-5299 and 902-240-4405 good 2025 |

TAX STATUS: 2024 TAX LIEN WITH REVENUE COMMISSION – NO SALE (2020 – 2023 EXEMPT STATUS)

- | | | |
|---|--|--|
| 4 | Mobile County Revenue
Commission – Redemption
3925 Michael Blvd Ste G
Mobile AL 36609 | Key 1025410 – Bobby Joe Vice Deceased as of
3/28/2023. Tax Lien Sale to the Revenue
Commissioner's Office. |
|---|--|--|

Parties with recorded liens per Title Report:

Open Mortgages - NONE

Lis Pendens - NONE



MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Pafenbach, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **March 2, 2026**

SUBJECT: **WEED LIEN GROUP 1676**

Attached, please find Assessment Lists for Weed Lien Group Number **1676** to Acts of Alabama Number 329, adopted April 28, 1988 and Municipal Ordinance Number 65-048, adopted December 5, 2017, the following Resolution Dates are established:

FIRST RESOLUTION (PUBLIC NUISANCE RESOLUTION):

3/10/2026

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING):

4/14/2026

In the event that any changes, corrections, or deletions are made to subject group, please notify Shelia Dean at 208-1528, as soon as possible.

*****FOR LOT CLEANING OFFICE USE*****

NUISANCE PHOTOS (DATED): 3/12/2026

LEGAL NOTICE DUE TO MOBILE LAGNIAPPE: 3/26/2026

LEGAL NOTICE ADS: 4/1/2026-4/8/2026

POSTING DATE: 4/7/2026

Copy to: Marchetta Taite

	WEED LIEN					
	CONTRACT NUMBER					
	1676				Res. No.	
3/10/2026	LOTS TO BE DECLARED				58-	
4/14/2026	LOTS FOR PUBLIC HEARING				58-	
//2026	LOTS TO BE ASSESSED FOR COST				58-	
		OLD SRO		Amount	Dis	N/A
No.	Address	CASE #	CASE #	Assessed		CBO
1	2627 Wealthy St	71167	114270		1	
2	1306 Brussels St	111661	114271		2	
3	1555 Plover St	111574	114272		2	
4	709 North Carolina St	111665	114274		3	
5	810 Virginia St	111669	114275		2	
6	866 Baltimore St	94474	114276		3	
7	1209 Barker Dr E	69594	142277		7	
8	808 Baltimore St	110920	114279		3	
9	604 Titi St	111004	114280		2	
10	2801 Haas Ave	68251	114282		1	
11	768 Baltimore St	95175	114283		3	
12	102 N Pine St	65391	114284		2	
13	0 South Carolina St	50838	114287		3	
	Par. No. (29 10 37 0 003 044.XXX)					
14	1464 Center St	68994	114288		2	
15	1383 Riviera Dr E	51486	114289		3	
16	768 Baltimore St	49390	114290		3	
17	628 Donald St	110186	114291		1	
18	354 St Charles Ave	111475	114292		2	
19	858 McQuillen St	98011	114293		3	
20	1212 Barker Dr E	111365	114294		7	
				\$ -		
Numbers of lots cut						
District total for this group		Numbers of lots cut				
1	3		1			
2	7		2			
3	8		3			
4	0		4			
5	0		5			
6	0		6			
7	2		7			
	20			0		
*ADD Added in from other Groups						
*CBO Cut By Owner						
*N/A Taken out by Inspector						

Amy Jackson 3/4/26
Marchetta Dute 3-4-26

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

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

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

SECTION 1: It has been determined by the City Council of Mobile that the weeds growing on the privately owned lots or parcels of land described in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part thereof as though set forth in full, known as **Group #1676** under the caption "NOXIOUS OR DANGEROUS WEEDS GROWING ON PROPERTY," are noxious and dangerous, and such weeds are hereby declared to be public nuisances. The properties upon which such weeds are growing are all located within the corporate limits of the City of Mobile, about the streets referred to in the description which are more particularly described in said Exhibit "A."

SECTION 2: The weeds growing on or in front of the above-described parcels of property shall be abated by the removal of such noxious or dangerous weeds or they will be removed and the nuisances abated by the City of Mobile, in which case the cost of such removal will be assessed against the respective parcels of lands from which such weeds are removed, and such cost will constitute a lien upon such respective parcels of land until paid. A public meeting is hereby called to be held in the Auditorium of the Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on the **14th day of April, 2026**, at ten thirty a.m., for the purpose of hearing any objections to the declarations contained in this resolution and to the proposed removal of such weeds, at which time all objections will be heard and given due consideration by the City Council of Mobile; and it is directed that there shall be conspicuously posted in front of each parcel of property, a notice headed "NOTICE TO DESTROY WEEDS," such heading to be in words not less than one inch in height and substantially in the form set out in such Act No. 329, approved April 29, 1988.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: March 10, 2026

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Amend Contract with Pyrotecnico Fireworks Inc to provide Independence Day fireworks displays services for the Events Department from \$45,000.00 per year to \$60,000.00 for 2026.

Amount of Contract:

NTE \$60,000.00 per year for 2026

Funding Source

General fund.

ATTACHMENTS:

1. 2026 Agend Package Amendment 1 Pyrotecnico v4 tcl

REVIEWERS:

Donald Rose
Cherlina Monteiro
Donna Bryars
James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 10 March 2026
Date

Item No. _____

Submitted by: Events
Department

Jenyia Rocker
Department Head

Sponsored by: Mayor William S. Stimpson
Name

Title

Reviewed by: Shonnda Smith
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Amendment to Agreement for Independence Day Fireworks Display Services

PURPOSE & SCOPE OF PROJECT:

Amend Contract with Pyrotecnico Fireworks Inc to provide Independence Day fireworks displays
services for the Events Department from \$45,000.00 per year to \$60,000.00 for 2026.
General fund.

RESOLUTION ☐

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: NTE \$60,000.00 per year for 2026

FUNDING SOURCE:

Budget Item: 1004.4010.42140/42070

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): n/a

If not bid, state reason: Professional Service - Request for Proposals issued.

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

How many bidders submitted bids (if applicable): 2

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

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the 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 Pyrotecnico Fireworks, Inc., for Independence Days fireworks display services, to increase the amount for services in 2026 from not-to-exceed \$45,000.00, to not-to-exceed \$60,000.00, as appropriated funds are available, as outlined in the amendment to 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



AMENDMENT TO THE AGREEMENT FOR FIREWORKS AND PYROTECHNICAL PROFESSIONAL SERVICES

THIS AMENDMENT TO AGREEMENT ("Amendment") is made and entered into as of the date on which the last party executes this Agreement (the "Effective Date") between the City of Mobile, Alabama, a municipal corporation of the State of Alabama ("City"), and Pyrotecnico Fireworks Inc, a for-profit company organized under the laws of the Commonwealth of Pennsylvania ("Contractor").

RECITALS

WHEREAS, the Contractor and the City entered a two-year renewable Agreement for Independence Day fireworks professional services on or about May 29, 2025 ("Agreement"); and

WHEREAS, the Contractor and the City desire to (i) increase the volume of fireworks for the July 4, 2026 fireworks/pyrotechnic display in celebration of the 250th anniversary of American independence, thereby increasing the cost of the 2026 display from \$45,000.00 to \$60,000.00, while maintaining all other terms of the Agreement, and (ii) exercise the first optional renewal term for 2026.

AMENDMENT TO AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Article I, Paragraph A of the Agreement shall remain in full force and effect with respect to the creative fireworks show responsibilities, design, location, timing and implementation. Said paragraph is amended solely to provide for an increased volume of fireworks/pyrotechnics for the July 4, 2026 display in celebration of the 250th anniversary of American independence, as more particularly described in Exhibit A – 2026 Scope of Services, Opening Presentation, Body Presentation, and Grand Finale Presentation.
2. Article III, Paragraph A of the Agreement is hereby amended to increase the not-to-exceed amount for the 2026 display to Sixty Thousand Dollars (\$60,000.00) to accommodate the increased volume of fireworks/pyrotechnics associated with the commemorative celebration.
3. Except as expressly modified by this Amendment, all other terms and provisions of the Agreement shall remain unchanged, in full force and effect, and are hereby ratified and confirmed.

4. Each party represents and warrants that it has full authority to enter into and perform this Amendment, and that the individual executing this Amendment on its behalf is duly authorized to bind the respective party.
5. This Amendment may be executed in counterparts, including by facsimile or electronic transmission, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed by its duly authorized officer as of the date first above written.

PYROTECNICO FIREWORKS, INC

By: *Lynn Ann Hamed*

LYNN ANN HAMED

Its CORP. SECT. (title)

STATE/Commonwealth of PA
COUNTY OF LAWRENCE

I, GEORGE AUGUSTINE a notary public in and for said County in said State, hereby certify that LYNN ANN HAMED, whose name as Authorized Agent of Pyrotecnico Fireworks, Inc., is signed to the foregoing contract and who is known to me, acknowledged before me on this day that, being informed of the contents of the contract, as such Authorized Agent and with full authority executed the same voluntarily for and as the act of said business enterprise.

Given under my hand this the 2 day of MARCH, 2026.

Commonwealth of Pennsylvania - Notary Seal
George Augustine, Notary Public
Lawrence County
My commission expires May 8, 2027
Commission number 1434682
Member, Pennsylvania Association of Notaries

George Augustine
Notary Public
My Commission Expires: MAY 8, 2027

ATTEST:

City Clerk

CITY OF MOBILE

By: _____
Spiro N. Cheriogotis
Its: Mayor

Exhibit A: 2026 Scope of Services, Opening Presentation, Body Presentation, and Grand Finale Presentation
B Contractor Evidence of Insurance.

EXHIBIT A 2026 Scope of Services, Opening Presentation, Body Presentation, and Grand
Finale Presentation



City of Mobile,AL
Monile, AL
July 4, 2026



We produce each show with tireless dedication. We treat each employee, supplier, and regulator with respect. Individual and team initiative drives our company. Imaginative people are the core of our success. Insuring safety is our top priority. Great performances are our passion.

WHAT THIS MEANS FOR YOUR EVENT

You have a vision for your event and Pyrotecnico will work tirelessly to design a spectacular display to match that vision. Our staff has an unrivaled passion for what we do and that results in superior customer service, advanced display designs, and safe certified/licensed pyrotechnicians for your event.



Client: City of Mobile, AL

Event Date: July 4, 2026

Prepared for: Jenyia Rocker

Contract Terms:

50% deposit due upon signing of contract. The balance is due 10 days prior to the display.

This Presentation Includes:

- All necessary insurance to include 10 million dollar general liability insurance, 10 million in commercial transportation insurance, and state worker's compensation.
- Our trained technicians to produce the display.
- All transportation and delivery costs. Transportation provided by our commercially licensed drivers.
- All necessary safety precautions to provide a safe and spectacular display, assistance with local and state firework display permits.
- Highly choreographed display design.
- The widest variety of top quality shell and special effects from around the globe that includes our own American products





Body

The majority of your display will be fired during the Body presentation. It will have a balanced pace with constant action. Radiant color combinations like Violet & Lemon, Aqua & Pink, and the always treasured Red, White, & Blue. Amazing effects such as Crossette, Twitter Glittering, Rings, and Color Changing Chrysanthemums will be mixed in to illuminate your skies!

240 3-inch Assorted Aerial Display Shells

Note: Above shells will be individually fired or tied in combination flights of Two, Three, Five or Ten Shells per Flight

282 4-inch Assorted Aerial Display Shells

Note: Above shells will be individually fired or tied in combination flights of Two, Three or Six Shells per Flight

90 5-inch Assorted Aerial Display Shells

Note: Above shells will be individually fired or tied in combination flights of Two, Three or Five Shells per Flight

Your Grand Finale Presentation

The Grand Finale Presentation is the ultimate crowd pleaser and most exhilarating part of your display. When the sky erupts with Multi-Color Peonies and Thunderous Salutes, there is no better visual experience. They will end your event in style and leave the audience wanting more!

180 3-inch Titanium Salutes

360 3-inch Assorted Color Star Shells

120 4-inch Assorted Color Star Shells

80 5-inch Assorted Color Star Shells



DETAILS

\$52,050.00 Aerial Fireworks Display (Suggested Duration 18-20 Min)
\$ 100.00 County Permit Fee
\$ 6250.00 Barge Fee
\$ 600.00 Tug Fee
\$ 1000.00 Barge Insurance

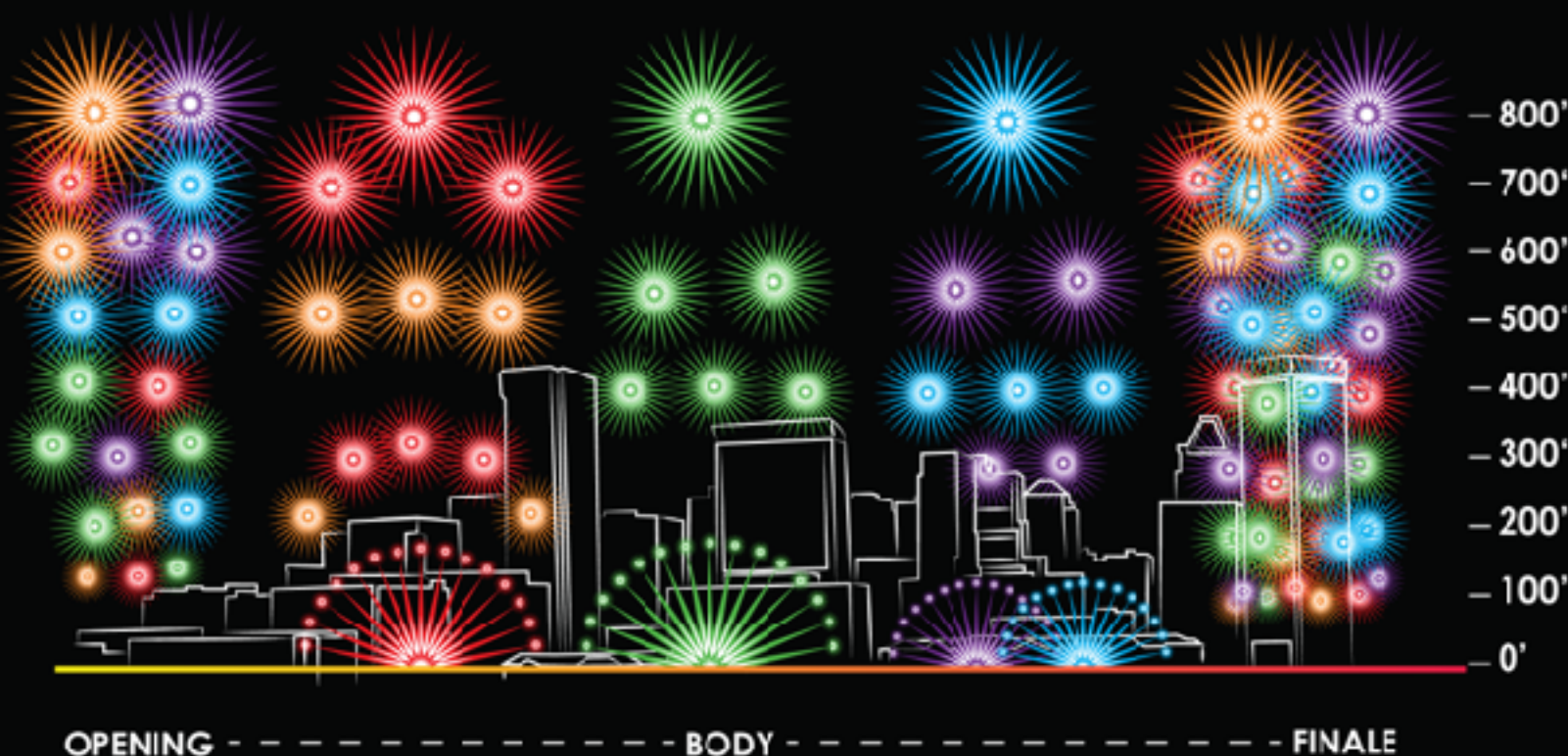
THIS IS GOING TO BE A HIGH IMPACT SHOW WITH AN INSANE FINALE!

GRAND TOTAL

\$60,000.00



We take pride in our ability to “layer” the sky with vivid surprises at varying heights and widths, painting the entire sky into beautiful scenes of color. Your show will be unique and precise, with a timeline that will include an opening mini-finale of bursts to kick off the display, followed by a body filled with unique scenes and special effect barrages, and concluding with a grand finale that will light up the sky like nothing your audience has ever seen!



*Maximum shell heights will vary for each individual display.
 •On average, shells will reach 100' of elevation for every inch in shell diameter.
 (Example: 2" shells will reach approximately 200' in elevation.)



AMPLIFYING EXCITEMENT SINCE 1889

UNMATCHED INNOVATION

Imaginative people are the core of our success, and our creative team is constantly raising the bar and scouring the globe for new technologies. You can rest assured that your display will be innovative and unforgettable in every aspect.

AWARD-WINNING DISPLAY DESIGN

Our creative team has won many international awards for our unique choreography and impeccable synchronicity, including the coveted Gold Jupiter award among others.

EXCEPTIONAL TEAM

Our exceptional team will ensure that every aspect of your show is completely taken care of from permitting and safety regulations to show execution and clean up, so you can sit back and enjoy the time leading up to your exciting event. We will have the details under control every step of the way.

125 YEARS EXPERIENCE

We are bringing 125 years of experience to the table, giving us the knowledge and ability to use the absolute best technology, techniques, and the most innovative products with the utmost safety. We have lived and breathed fireworks and special effects for 125 years, and we will see your show through from concept to clean up.





THANK YOU

Thank you for the time and consideration that you have given us.

We recognize that your standards of excellence must be matched by the vendors that you select for any event. We are honored to have this opportunity to accomplish something spectacular for your organization, and will always strive to exceed expectations.

Pyrotecnico will work tirelessly throughout this process to ensure that every element of the program runs smoothly. From permitting and license paperwork, to design and choreography, to the safe operation of your display, we will endeavor to provide peace-of-mind throughout our partnership.

Thank you again and we look forward to hearing from you very soon.

Justin Pruett | Show Producer
800. 854. 4705 (Office)
803. 271. 5944 (Cell)



800.354.4705 • WWW.PYROTECNICO.COM



In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF ATF - Chief, FELC
Correspondence To 244 Needy Road
 Martinsburg, WV 25405-9431

License/Permit
Number **8-PA-073-23-7J-12122**

Chief, Federal Explosives Licensing Center (FELC)

Expiration
Date **September 01, 2027**

Name
PYROTECNICO

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

**299 WILSON RD
NEW CASTLE, PA 16101-**

Type of License or Permit

23-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

**PYROTECNICO FIREWORKS INC
PYROTECNICO
PO BOX 149
NEW CASTLE, PA 16103-0149**

Licensee/Permittee Responsible Person Signature

STEPHEN VITALE

Printed Name

Position/Title

6/2/2025

Date

Previous Edition is Obsolete PYROTECNICO FIREWORKS INC 299 WILSON RD 16101 8-PA-073-23-7J-12122 September 01, 2027 23-IMPORTER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part I
Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: **PYROTECNICO FIREWORKS INC**

Business Name: **PYROTECNICO**

License/Permit Number: **8-PA-073-23-7J-12122**

License/Permit Type: **23-IMPORTER OF EXPLOSIVES**

Expiration: **September 01, 2027**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

WARNINGS

1. As provided in Title XI of the Organized Crime Control Act of 1970 (U.S.C. § 842(i)), it is unlawful for any person who (1) is under indictment for, or has been convicted in any court of, a crime punishable by imprisonment for a term exceeding 1 year, (2) is a fugitive from justice, (3) is an unlawful user of, or addicted to any controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)), (4) has been adjudicated as a mental defective or has been committed to a mental institution, to ship, transport, or receive any explosive materials in interstate or foreign commerce, (5) is an alien, other than an alien who is lawfully admitted for permanent residence (as that term is defined in section 101(a)(20) of the Immigration and Naturalization Act), or meets any other exception under section 842(i)(5), (6) has been discharged from the armed forces under dishonorable conditions, or (7) having been a citizen of the United States, has renounced the citizenship of that person.
2. Federal Regulation 27 CFR 555.53 - Licensees and permits issued under this part are not transferable to another person. In the event of the lease, sale, or other transfer of the business or operations covered by the license or permit, the successor must obtain the license or permit required by this part before commencing business or operations.
3. Alteration or Changes to the License or Permit. Alterations or changes in the original license or permit or in duplications thereof violates 18 U.S.C. 1001, an offense punishable by imprisonment for not more than 5 years and/or a fine of not more than \$250,000.

NOTICES

1. Any change in trade name or control of this business or operations MUST be reported within 30 days of the change to the Chief, Federal Explosives Licensing Center (FELC), 244 Needy Road, Martinsburg, WV 25405-9431. (27 CFR 555.56-555.57). A licensee or permittee who reports a Change of Control must, upon expiration of the license or permit, file an ATF Form 5400.13/5400.16.
2. Under § 555.46, Renewal of License/Permit, if a licensee or permittee intends to continue the business or operations described on a license or permit issued under this part during any portion of the ensuing year, the licensee or permittee shall, unless otherwise notified in writing by the Chief, FELC, execute and file with ATF prior to the expiration of the license or permit an application for a license or permit renewal, ATF Form 5400.14/5400.15 Part III, in accordance with the instructions on the form, and the required fee. In the event the licensee or permittee does not timely file an ATF Form 5400.14/5400.15 Part III, the licensee or permittee must file an ATF Form 5400.13/5400.16 as required by § 555.45, and obtain the required license or permit before continuing business or operations. A renewal application will automatically be mailed by ATF to the "mailing address" on the license or permit approximately 60 days prior to the expiration date of the license or permit. If the application is not received 30 days prior to the expiration date, the licensee or permittee should contact the FELC.
Note: The user-limited permits are not renewable.
3. This license or permit is conditional upon compliance by you with the Clean Water Act (33 U.S.C. § 1341(a)).
4. THIS LICENSE OR PERMIT MUST BE POSTED AND KEPT AVAILABLE FOR INSPECTION (27 CFR 555.101).

ATF Form 5400.14/5400.15 Part I
Revised October 2011

Federal Explosives License (FEL) Customer Service Information (Continued from front)

Discontinuance of Business (27 CFR 555.61)(27 CFR 555.128). Where an explosives materials business or operations is succeeded by a new licensee or permittee, the records prescribed by this subpart shall appropriately reflect such facts and shall be delivered to the successor, or may be, within 30 days following business discontinuance, delivered to the ATF Out-of-Business Records Center, 244 Needy Road, Martinsburg, WV 25405, or to any ATF office in the division in which the business was located. Where discontinuance of the business is absolute, the records shall be delivered within 30 days following the business discontinuance to the ATF Out-of-Business Records Center, 244 Needy Road, Martinsburg, WV 25405, or to any ATF office in the division in which the business was located.

Explosive materials must be stored in conformance with requirements set forth in 27 CFR, Part 55. It is unlawful for any person to store any explosive materials in a manner not in conformity with these regulations.

**TO REPORT LOST OR STOLEN EXPLOSIVES, YOU MUST IMMEDIATELY NOTIFY ATF:
CALL TOLL FREE - (888) ATF-BOMB**

✂ Cut Here

Federal Explosives Licensing Center (FELC) Toll-free number: (877) 283-3352
244 Needy Road Fax number: (304) 616-4401
Martinsburg, WV 25405-9431 E-mail: FELC@atf.gov

ATF Hotline Numbers

Arson Hotline: 1-888-ATF-FIRE (1-888-283-3473)
Bomb Hotline: 1-888-ATF-BOMB (1-888-283-2662)
Report Illegal Firearms Activity: 1-800-ATF-GUNS (1-800-283-4867)
Firearms Theft Hotline: 1-888-930-9275
Report Stolen, Hijacked or Seized Cigarettes: 1-800-659-6242
Other Criminal Activity: 1-888-ATF-TIPS (1-888-283-8477)

EXHIBIT B Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/16/2026

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 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 Acrisure Great Lakes Partners Insurance Services 223 West Grand River Ave #1 Howell MI 48843	CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 E-MAIL ADDRESS: info@brittongallagher.com FAX (A/C, No): 216-658-7101
INSURED Pyrotecnico Fireworks, Inc. P.O. Box 149 299 Wilson Road New Castle PA 16103	INSURER(S) AFFORDING COVERAGE INSURER A: Continental Indemnity Company INSURER B: Texas Insurance Company INSURER C: Allianz Global Corporate & Specialty SE INSURER D: HDI GLOBAL SPECIALTY SE INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1808415799**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC	Y	Y	BESGLPTPA011501_171145_01	11/28/2025	11/28/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	Y	Y	BESCRMNPA011501_171145_01	11/28/2025	11/28/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☒ CLAIMS-MADE DED ☐ RETENTION \$ ☐	Y	Y	25ABEX0231	11/28/2025	11/28/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	Y	82-872096-04-45(MASTER)	10/14/2025	10/14/2026	☒ WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Liability #2	Y	Y	18HX3645	11/28/2025	11/28/2026	Each Occ/Aggregate \$3,000,000
C	Excess Liability #3			25ABHX0050	11/28/2025	11/28/2026	Each Occ/Aggregate \$1,000,000
D	Excess Liability #4			18HX3646	11/28/2025	11/28/2026	Each Occ/Aggregate \$4,000,000

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

Additional Insured extension of coverage is provided by above referenced policies where required by written agreement.
Auto Policy Numbers as Follows: BESCRMPCA011501_171145_01 (CA), BESCRMPLA011501_171145_01 (LA), BESCRMNPA011501_171145_01 (Main)
City of Mobile, AL Fireworks Display Date: July 4, 2026
Location: Barge @ USS ALABAMA, Mobile, AL 36602
Additional Insured: City of Mobile, AL and its employees; State of Alabama; Mobile Fire-Rescue, Community Risk Reduction, 2851 Old Shell Road, Mobile, AL36607
Policies are primary and non-contributing with any other insurance maintained by the City of Mobile. Coverage not 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, AL.

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile, AL
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

© 1988-2010 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/16/2026

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PRODUCER Acrisure Great Lakes Partners Insurance Services 223 West Grand River Ave #1 Howell MI 48843	CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 E-MAIL ADDRESS: info@brittongallagher.com FAX (A/C, No): 216-658-7101
INSURED Pyrotecnico Fireworks, Inc. P.O. Box 149 299 Wilson Road New Castle PA 16103	INSURER(S) AFFORDING COVERAGE INSURER A: Continental Indemnity Company INSURER B: Texas Insurance Company INSURER C: Allianz Global Corporate & Specialty SE INSURER D: HDI GLOBAL SPECIALTY SE INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 2025355788**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC	Y	Y	BESGLPTPA011501_171145_01	11/28/2025	11/28/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	Y	Y	BESCRMNPA011501_171145_01	11/28/2025	11/28/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☒ CLAIMS-MADE DED RETENTION \$	Y	Y	25ABEX0231	11/28/2025	11/28/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	Y	82-872096-04-45(MASTER)	10/14/2025	10/14/2026	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Liability #2	Y	Y	18HX3645	11/28/2025	11/28/2026	Each Occ/Aggregate \$3,000,000
C	Excess Liability #3			25ABHX0050	11/28/2025	11/28/2026	Each Occ/Aggregate \$1,000,000
D	Excess Liability #4			18HX3646	11/28/2025	11/28/2026	Each Occ/Aggregate \$4,000,000

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

Additional Insured extension of coverage is provided by above referenced policies where required by written agreement.
Auto Policy Numbers as Follows: BESCRMPCA011501_171145_01 (CA), BESCRMPLA011501_171145_01 (LA), BESCRMNPA011501_171145_01 (Main)
City of Mobile, AL Fireworks Display Date: July 4, 2026
Location: Barge @ USS ALABAMA, Mobile, AL 36602
Additional Insured: City of Mobile, AL and its employees; State of Alabama; Mobile Fire-Rescue, Community Risk Reduction, 2851 Old Shell Road, Mobile, AL36607
Policies are primary and non-contributing with any other insurance maintained by the City of Mobile. Coverage not 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, AL

CERTIFICATE HOLDER**CANCELLATION**

Mobile Fire-Rescue Community Risk Reduction 2851 Old Shell Road Mobile AL 36607	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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

City of Mobile, AL and its employees; State of Alabama; Mobile Fire-Rescue, Community Risk Reduction, 2851 Old Shell Road, Mobile, AL36607

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
City of Mobile, AL and its employees; State of Alabama; Mobile Fire-Rescue, Community Risk Reduction, 2851 Old Shell Road, Mobile, AL 36607
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, an agreement, by and between the City of Mobile and Pyrotecnico Fireworks, Inc., for one year, renewable without further action by Council for two additional one year periods, to provide Independence Days fireworks display services, in an amount not to exceed \$45,000.00 per year, as appropriated funds are available, as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy of said agreement is on file in the Office of the City Clerk.

Adopted: MAY 27 2025


City Clerk

E



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 Pyrotecnico Fireworks Inc, a Pennsylvania Corporation, (hereinafter "Contractor"), as follows:

This Agreement, including its Exhibits, attached hereto, all incorporated herein, represents the entire agreement between Contractor and City with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this Agreement. Contractor and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

WHEREAS, the Contractor is uniquely qualified and engaged in commercial fireworks displays, and

WHEREAS, City desires to engage this Contractor, due to the Contractor's high degree of professional skill 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. Provide an Independence Day Fireworks Show, to include design, setup, performance, and take down, in accordance with the City Request for Proposals 5936 for Independence Day Fireworks Display and Contractor's Responsive Proposal, found at **Exhibit A** (hereinafter the "Project") attached hereto and incorporated herein. The Contractor agrees to diligently provide all materials, services and labor for the performance of the Project.

B. 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

C. The City Events Manager, or her designated representative, shall be the City's Project Manager and shall provide specific tasking to the Contractor with respect to these services.

II. TERM OF AGREEMENT

This Contract shall commence immediately upon execution by both the City and the Contractor and shall continue through the completion of the Project. Upon the agreement of both parties, this Contract may be renewed each year for additional Independence Day fireworks shows in 2026 and 2027.

III. COMPENSATION

A. The City shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract an amount not to exceed \$45,000.00 per year for the Project.

B. Notwithstanding the preceding, Contractor shall perform no work under this Contract until receipt of a notice to proceed. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and City may elect to issue no notice to proceed. If a notice is issued, the City reserves the right to amend, reduce or cancel the notice in its sole discretion, in accordance with terms found in **Exhibit A..**

IV. METHOD OF PAYMENT

A. The City shall pay the Contractor through payment issued by City upon receipt of the Contractor's invoice and written approval of same by the Project Manager indicating that services have been rendered in conformity with this Contract.

B. The Contractor shall submit invoices for payment to the City for those specific services provided pursuant to **Exhibit A.**

C. The Contractor's invoices shall be in a form satisfactory to the Project Manager who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the City.

V. ADDITIONAL SERVICES

A. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.

B. If the Projects Manager requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before

commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the Contractor. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

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. Contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

B. This section of the Agreement will survive the expiration or termination of the Agreement.

VII. CONTRACTOR'S INSURANCE.

Contractor shall procure and maintain insurance as specified in **Exhibit B**, City of Mobile Insurance Requirements, attached hereto and made a part of this Agreement.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

A. The personnel assigned by the Contractor to perform the services of this Contract shall comply with the terms set forth in this Contract. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to

perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the City's Department Head's written approval before said changes or substitution can become effective.

B. The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.

C. The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.

D. Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein. The City further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with Alabama competitive bid law if the Contractor does not abide by the terms of this contract.

F. The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.

G. 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.

H. The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent or servant of City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

IX. TIME FOR PERFORMANCE

Time is of the essence in the performance of this Contract. The Contractor specifically agrees that contract time will begin on the date the Notice to Proceed is issued. Contractor also agrees no work will begin prior to such date.

X. LIQUIDATED DAMAGES Liquidated damages will not apply to this agreement.

XI. 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 Project Manager, 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.

XII. OBLIGATIONS OF CITY

A. City has designated the Events Manager as the Project Manager to act as City's representative with respect to this Agreement. Such person will have authority to transmit instructions, receive information, and interpret and define City's policies and decisions regarding the scope of services.

B. City shall furnish to Contractor all applicable information and technical data in City's possession or control reasonably requested by Contractor for the proper performance of the Services.

C. The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to: 1. Review of all Contractor payment requests for approval or rejection. 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Agreement.

D. The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

XIII. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

B. Any failure of the Contractor to satisfy the requirements of this 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 pursuant to Section XIII.A. above.

D. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

E. In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above. Contractor shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.

F. The Contractor shall have the right to terminate services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Department Head, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.

G. After consultation with and written Notice to the Contractor providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract; 2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property; 4. Damages to the City or a third party caused by Contractor; 5. The Contractor's failure or refusal to perform any other obligation under this Contract.

XIV. DISPUTE RESOLUTION

A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Mobile City, Alabama, with the parties sharing equally in the cost of such mediation.

B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile City, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

D. Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement.

E. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.

F. Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

XV. VENDOR WARRANTY

A. All products provided under this Contract shall be new and of the most suitable grade for the purpose intended.

B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Contract, the Contractor shall pick up the product from the City at no expense to the City. The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Contractor shall refund to the City any money which has been paid for same.

C. Contractor warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Contractor's standard product warranty is for a period of time longer than that stated above, this warranty shall be extended to that longer duration.

D. All services will be performed (i) by qualified personnel in a professional and workmanlike manner, consistent with industry standards, (ii) in accord with the performance specifications, scope of work and terms and conditions set forth in this agreement, (iii) with due care and in accord with applicable laws and regulations including all laws and regulations relating to the scope of work in the agreement, health, safety and the environment, fair labor practices, unlawful discrimination and immigration, and (iv) in accord with generally prevailing industry standards. Upon City providing notice to Contractor as set out in a reasonably detailed written notice to cure any non-conformance within thirty (30) days of occurrence, Contractor agrees to re-

perform the services to achieve commercially reasonable conformance with this warranty.

XVI. SUSPENSION/STOP WORK ORDER

A. The City's Department Head may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the City. The Department Head shall take one of the following actions: 1. Cancel the stop work order; or 2. Terminate the work covered by the order; or 3. Terminate the Contract in accordance with provisions contained in Section XIII A.

B. In the event the City determines to not direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XIII A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract.

XVII. NOTICES

A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is the City Events Manager.

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
c/o City Attorney
As: City's Authorized Agent
P.O Box 1827
Mobile AL 36633

CONTRACTOR:
Pyrotecnico Fireworks, Inc.
299 Wilson Road
New Castle, PA 16101

C. Any change in the City's Department Head or the Contractor's Representative will be promptly communicated by the party making the change.

XVIII. DEFAULT/ BREACH.

Default. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance, 10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

XIX. EFFECT OF DEFAULT

A. Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Contractor for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Contractor and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, in either case by giving Contractor written notice of such termination. In the event of termination of this Agreement by the City because of the Contractor's default or breach, the City may take possession of all materials, equipment, tools, construction equipment,

and machinery thereon owned by the Contractor and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

XX. WITHHOLDING PAYMENT DUE

A. Default by Contractor shall excuse any obligation of City to pay compensation or sums otherwise due Contractor under the agreement. City may withhold any and all sums due if there has been a default or breach by Contractor of any provision of this agreement.

XXI. CURE PLAN

A. If Contractor fails to comply with any material provision of this agreement, the City may issue a written notice requiring Contractor to submit a corrective action plan (CAP) within such time as City directs. If Contractor fails to provide an acceptable CAP or does not cure the breach within the time frame specified, the City may invoke additional sanctions or terminate this Agreement.

XXII. EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

A. Failure by the Contractor to perform in accordance with the terms, conditions, and specifications of this agreement, including but not limited to failure to complete work within the specified time frame, failure to meet quality or safety standards, or abandonment of the project, and any other breach as defined herein, may be considered by City in evaluating the Contractor's status as a 'responsible bidder' as defined under Alabama law in future competitive bid determinations within the parameters of acceptable evaluation.

XXIII. PEER REVIEW/VALUE ENGINEERING

A. The City reserves the right to engage independent experts to conduct peer reviews or value engineering analyses of the Project at any stage. Contractor shall cooperate fully by providing necessary documentation and access. If the peer review identifies opportunities for cost savings or performance improvements without compromising safety or quality, Contractor shall implement such recommendations as directed by the City, subject to equitable adjustments if necessary.

XXIV. 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.

XXV. 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.

XXVI. 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.

XXVII. MISCELLANEOUS

A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

C. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.

D. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

F. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

G. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

L. In the event of conflicts or inconsistencies between the provisions of this agreement and those in any attachment or Exhibit hereto, then the provisions of this agreement will take precedence and be applicable, binding and enforceable.

M. Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

N. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.

O. Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

P. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

Q. Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the

benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

R. Attorney's Fees and Costs. If the City is required to take legal action to enforce this contract, the contractor agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.

S. Non-Waiver of Rights. Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.

T. Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

U. NON-ASSIGNMENT. The City and Contractor each bind itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this agreement. The contractor shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the City, which such consent shall be granted or denied solely at the City's sole discretion.

V. This Agreement is the final expression of the agreement between the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements. No representations, warranties, or stipulations, either oral or written, are not contained herein.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year first written.

Contractor, Pyrotecnico Fireworks Inc.

BY: Lynn Ann Hamed
Signature of Authorized Agent

Date: April 30, 2025

Print Name: Lynn Ann Hamed, Corporate Secretary

ACKNOWLEDGEMENT

~~Commonwealth~~ Pennsylvania
The State of _____ }

Lawrence County }

I, George Augustine, a Notary Public, in and for said County in said State,

hereby certify that Lynn Ann Hamed, whose name as Authorized Agent of **Pyrotecnico Fireworks Inc.** is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 30 day of April, 2025

George Augustine
(Seal)

Notary Public

Commonwealth of Pennsylvania - Notary Seal
George Augustine, Notary Public
Lawrence County
My commission expires May 8, 2027
Commission number 1434682
Member, Pennsylvania Association of Notaries

City of Mobile, A Municipal Corporation

BY: W. Stimpson
William S. Stimpson, Mayor

Date: 5/29/25

ATTEST:

Rita D. Yarbrough
City Clerk

Date: 5-29-2025



EXHIBIT A SCOPE OF SERVICES
EXHIBIT B CITY INSURANCE REQUIRED
EXHIBIT C CONTRACTOR E-VERIFY DOCUMENTS

EXHIBIT A Scope of Services



City of Mobile Request for Proposals RFP Number: 5936

INDEPENDENCE DAY FIREWORKS DISPLAY

The City of Mobile ("City") is seeking written proposals from professional fireworks display firms for the provision of a fireworks display deployed from the Tensaw River near Mobile, Alabama, on July 4, 2025.

Proposals Due:

5:00 p.m., March 27, 2025.

Mailing address

City of Mobile
Procurement Department
PO Box 1827
Mobile, AL 36633

Delivery:

City of Mobile
Procurement Department
205 Government Street
4th Floor South Tower
Mobile, AL 36644

Phone (251)-208-7434

Questions must be sent in writing via electronic mail by 5:00 p.m. March 20, 2025, to:
Purchasing@CityofMobile.org

1.0 INTRODUCTION. The City of Mobile has annually hosted an evening fireworks display on July 4 and has found that launching from the Tensaw River adjacent to USS ALABAMA Battleship Memorial Park provides the best viewing and launch location. This annual event aims to celebrate Independence Day with a safe, entertaining, and visually stunning fireworks display for our community. The City desires to receive written proposals to provide the City the best show value for funds available not to exceed \$45,000.00.

2.0 SCOPE OF SERVICES. Contractor shall provide a commercial fireworks display to include show design, setup, supplies, show production, take down and removal.

2.1 Date and time of display: Friday, July 4, 2025, show from 9:00pm to approximately 9:20 pm.

2.2 Location: Launch site on Tensaw River adjacent to USS ALABAMA Battleship Memorial Park for primary viewing from the park and Mobile riverfront. See **Exhibit A** – red circle south of US 90/US 98. Note that ALDOT bridge construction project is just north of proposed launch location and may affect exact barge placement.

2.3 Design a creative fireworks show and provide advance briefing to the City on show details not later than June 1, 2025.



2.4 Display will be high energy, with visibility extending to Mobile River waterfront. Shell size not to exceed 5 inches due to fallout zone restrictions. High impact grand finale. Music choreography is not required.

2.5 Fireworks must be barge-launched. Contractor will be required to obtain, insure, load, position, control and operate, and remove launch barge.

2.6 Provide all necessary materials, equipment, and personnel to execute the display safely.

2.7 Secure all required permits and adhere to industry best practices, guidelines, and regulations. The City will obtain a Coast Guard Marine Event Permit.

2.8 Attend planning meetings with City representatives and with local authorities and emergency services to ensure public safety. City will work with the selected contractor to refine show plan to optimize show delivery and effect.

2.9 Ensure proper cleanup and disposal of all debris following the event.

3.0 INVOICING AND PAYMENT. City generally pays upon completion of services rendered, with the option to terminate the agreement or adjust show timing at its discretion. City will consider pre-payment, postponement, and cancellation payment options proposed by Contractor and agreed in advance by the City. Contractors are to include such proposed terms in their proposal for City consideration.

4.0 INDEMNIFICATION AND INSURANCE

4.1 Contractor shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by Contractor or the Contractor's agent, Contractor under contract, or other entity for which Contractor is legally liable. Contractor shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by Contractor or its agents covered by Contractor's policy of professional liability insurance in accord with named minimum requirements. Contractor shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to Contractor's liability, or in proportion to the extent Contractor participates in resolution of a claim also made against the City.



4.2 Standard of Performance: 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 professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent professional

4.3 Insurance- Contractor shall maintain the following minimum insurance amounts. Contractor shall waive all subrogation rights against the City, and their respective employees, agents, and subcontractors for any claims arising out of the work performed at this project. Contract will include City of Mobile as an Additional Insured in respect to General Liability, Automobile Liability and Umbrella Liability. All policies, except Workers compensation, shall be Primary and Non-contributory with any other insurance in force or which may be purchased by the City. 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.

4.3.1 Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama. If there is an exposure of injury to Pyrotechnic Vendor under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims, bearing minimum limits of \$1,000,000.

4.3.2 Commercial General Liability Insurance with limits not less than \$1,000,000.00 per occurrence and \$2,000,000 general aggregate. Coverage is to include premises and operations, personal injury, and independent contractors.

4.3.3 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.

4.3.4 Watercraft Liability with a limit of not less than \$1,000,000.

4.3.5 Excess/Umbrella Liability Insurance: Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5.0 OTHER REQUIREMENTS

5.1 Immigration. Contractor will agree to not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the contract and shall be responsible for all damages resulting therefrom.



5.2 Boycotts. 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.

5.3 Civil Rights. 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 this CONTRACT be awarded to socially and economically disadvantaged individuals and business entities.

5.4 Any 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.

6.0 - MINIMUM QUALIFICATIONS

6.1 Contractor must have a minimum of five years of experience performing commercial fireworks displays. Contractor also must have demonstrated experience performing barge-launched displays.

6.2 Contractor must possess a current pyrotechnic display operator license valid for this location.

6.3 Contractor must have a current City of Mobile business license.

7.0 PROPOSAL REQUIREMENTS: Written proposals must be received by the City not later than 5:00 pm, March 27, 2025. Provide one paper and one digital (flash drive or CD) copy. All material submitted in response to this RFP, except for proprietary material identified as such, shall become the property of the City upon delivery. Proposals must include the following information, broken down in order:

7.1 Company profile, including experience in conducting large-scale and waterborne fireworks displays, list of key personnel, and qualifications.

7.2 List of references from previous clients with similar projects.

7.3 Description of the proposed fireworks show for this event, including, types of fireworks, choreography, and any special effects. Sample video may be included with digital proposal.



7.4 Proposed timeline for preparation, mobilization, setup, launch, cleanup, and demobilization. Include any proposed subcontractors, and specifically address how barge service will be provided, and loading and offloading plans. Include proposed safety plan, including measures to protect the public, property, and environment.

7.5 Budget breakdown, including all costs associated with the project, and any prepayment, postponement, or cancellation terms.

8.0 **EVALUATION AND SCORING:** The City will evaluate proposals in five areas, weighted as indicated below. The City has the option to interview some, all, or no candidates, conduct additional inquiries, request modifications to proposals, and reject any proposal.

8.1 **15 points:** Experience and Qualifications: Review of resumes and qualifications of the company and personnel assigned to this show

8.2 **25 points:** References. Review of previous shows conducted for other customers and the City.

8.3 **30 points:** Proposed show and features.

8.4 **15 points:** Execution plan and timeline.

8.5 **15 points:** Total Project Cost: Value for the City's budget. Compliance with budget limits. Proposed payment terms.

9.0 COMMUNICATION WITH THE CITY

9.1 All Proposer communications (questions, requests for clarification or extension of time) concerning this RFP should be directed in writing via email to Purchasing@CityofMobile.org. Written questions ensure that all questions and replies are documented, and all potential proposers have the same information on which to rely in preparing a proposal. The City will reply to questions received not later than 7-days before the submission due date and time.

9.2 From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication may result in a disqualification of a submission.



City of Mobile RFP 5936
Independence Day Fireworks

Exhibit A: Launch Location Map



10

10

10

98

US Hwy 98

USS ALABAMA Battleship Memorial Park

USS ALABAMA Battleship Memorial Park

Google Earth

Image © 2024 Airbus

3000 ft



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ORIGIN D:AMPOA (724) 652-4655
MARYLENGSWORTH
239 WILSON ROAD
NEW CASTLE, PA 16101
UNITED STATES

SHIP DATE: 28MAR25
ACTWGT: 5.00 LB
CAD: 106244221NET1435
BILL SENDER

TO PROCUREMENT DEPT
CITY OF MOBILE, AL
205 GOVERNMENT STREET
4TH FLOOR, SOUTH TOWER
MOBILE AL 36644

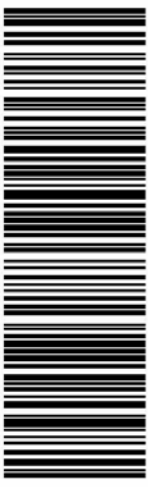
REF: MISC
12512887434
INV: PO:

DEPT:
12512887434



WED - 26 MAR 10:30A
PRIORITY OVERNIGHT
8800 5938 7034

XS MOBIG
MOBA 36644
AL-US BFM



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PYROTECNICO™
VITALE FAMILY FIREWORKS • 1889

City of Mobile, AL
July 4, 2025
Independence Day Celebration Fireworks



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OUR CORE VALUES



We produce each show with tireless dedication. We treat each employee, supplier, and regulator with respect. Individual and team initiative drives our company. Imaginative people are the core of our success. Insuring safety is our top priority. Great performances are our passion.

WHAT THIS MEANS FOR YOUR EVENT

You have a vision for your event and Pyrotecnico will work tirelessly to design a spectacular display to match that vision. Our staff has an unrivaled passion for what we do and that results in superior customer service, advanced display designs, and safe certified/licensed pyrotechnicians for your event.



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PROPOSAL

**Client:**

City of Mobile, AL

Event Date: July 4, 2025

This Presentation Includes:

- All necessary insurance to include 10 million dollar general liability insurance, 10 million in commercial transportation insurance, and state worker's compensation.
- Our trained technicians to produce the display.
- All transportation and delivery costs. Transportation provided by our commercially licensed drivers.
- All necessary safety precautions to provide a safe and spectacular display, assistance with local and state firework display permits.
- Highly choreographed display design.
- The widest variety of top quality shell and special effects from around the globe that includes our own American products



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About Pyrotecnico

In 1889, Constantino Vitale started his fireworks company in Pietramelara, Italy. In 1920, he immigrated to the United States through Ellis Island, making a home for his family and business in New Castle, PA - which would later become known as "The Fireworks Capital of America".

Constantino's son, Rocco Vitale Sr., began leading the expansion of the New Castle facilities - which were also briefly used to manufacture explosives for the U.S. Navy during World War II. Many of these buildings still stand today across the street from the 20,000 square-foot corporate headquarters.

Four generations of the Vitale family have grown Constantino's vision by training new staff in the old family ways, selecting the safest and most innovative products from global supplies, and creating millions upon millions of Oohs and Aahs on an annual basis.

Stephen Vitale, the great-grandson of Constantino, took the helm in the early 1990's by becoming President & CEO. It was at that time the company took the name "Pyrotecnico" to reflect its expanding technical proficients and variety of products that it uses to complement fireworks displays.



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About Pyrotecnico, Con't

Since 1993, the company has gained global presence, performing more than 3,500 displays each year. The variety of Pyrotecnico's creative offerings has also increased under Stephen's tenure. Pyrotecnico launched its live entertainment and touring division, Pyrotecnico FX, which offers clients a variety of displays and effects including flames, lasers, close proximate atmospheric effects such as confetti/streamers.

Pyrotecnico has created displays for events ranging from municipal/governmental celebrations, private events, athletic games/events, award shows, music festivals/concerts/tours, as well as film and television productions.

Stephen has assembled an incredibly passionate team of approximately 200 full-time and part-time employees and thousands of freelance technicians and drivers that rally behind Pyrotecnico's purpose - CREATING SAFE OOHS AND AAHS!
PYROTECNICO'S BACKGROUND

"While we've become one of the premier fireworks and special effects companies in the world, we cannot lose sight of what has gotten us here: a commitment to innovation that impacts audience visually and emotionally, attention to detail, listening to clients, and a serious regard for safety. We take pride in these skills and use them to provide the best possible display for each of our client's events."

- Stephen Vitale, Pyrotecnico President & CEO



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Pyrotecnico's Key Personnel to City of Mobile, AL:

- Justin Pruett - Regional Director
 - jpruett@pyrotecnico.com | 803.271.5944
 - Oversees all operational and sales aspects of Pyrotecnico's Southern Region
- Duane Browning - Account Manager
 - dbrowning@pyrotecnico.com | 770.539.1899
 - Spearheads our relationship with our clients, thus overseeing all display details
- Matt Dudin - Production Lead
 - mdudin@pyrotecnico.com | 914.500.7662
 - Project manages all display details
- Pat White - Facility Lead
 - pwhite@pyrotecnico.com | 334.947.8388
 - Oversees all operational aspects of displays
- Mary Killingsworth - Senior Manager of Administration
 - mkillingsworth@pyrotecnico.com | 724.730.7037
 - Oversees all legal, financial, and insurance administrative aspects of displays



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Shell Descriptions

Here are several different types of high quality new shells you could expect to find in each category of shells that we have incorporated in the attached proposal. However, this is only a brief sample of some of the kinds of shells we utilize from our extensive international inventory.

Multi Color Star Shells

Red, White, Blue Changing to Flash
 Purple Peony with Stobing Pistils
 Aqua Peony with Large Ring Tail
 Orange Mum with Large Rising Tail
 Red and Green Chrysanthemum
 with Strobing Pistils
 Multiple Color Peony with Strobing Pistil
 Multiple Color Chrysanthemum
 with Strobing Pistil
 Bright Magnesium Chrysanthemum
 with Large Rising Tail
 Glittering Silver to Blue Chrysanthemum
 with Large Rising Tail
 Red, White and Blue Waves
 Glittering Red to White Peony
 with Green Pistil
 Huge Gold Chrysanthemum
 Orange Chrysanthemum
 Gold Wave to Color Chrysanthemum

Pattern Shells

Saturn Pattern with Multiple Rings
 Cube (Dice Shells)
 Smiling Face
 Five Pointed Star
 Heart Pattern
 Bowtie Rings
 Triple Crossing Rings
 Butterfly
 Double Crossette Ring
 Five Pointed Star in Circle
 Eight Point Chrysanthemum
 Assorted Color Rings
 Double Heart (Heart inside a Heart)
 Coconut Tree with Tail
 Silver Spider with Strobing Pistil
 Silver Octopus
 Smiling Face to Red Heart



Fancy and Color Changing Shells

Half Red and Half Blue Chrysanthemum
 with Large Rising Tail
 Half Silver and Half Purple Peony
 with Glittering Pistil
 Red Gamboge to Gold Peony
 Purple Spangle
 Three and Four Color Changing
 Peony with Reverse
 Changing Pistil
 Variegated Crackling with
 Large Rising Tail
 Glittering Silver to Color Chrysanthemum
 White Flashing
 Gold Wave to Purple to Red Peony
 Green-Red-Silver Peony with Purple Pistil
 White Twinkling Peony
 Peony with Assorted Color Comet
 Red Gamboge to Red and Blue
 with Glittering Silver Pistil
 Crackling Flower
 Sparkling Red to Silver
 White Twinkling Peony
 Red to Blue Crackling
 Red to Silver Flashing
 Silver to Yellow Sparkles

Special Effect Shells

Glittering Strobe
 Brocade Diadem with Large Rising Tail
 Crown Silver
 Brocade Crown
 Red to Green Crossette
 Glittering Silver and Gold Crossette
 Thunder & Rainbow
 Serpents to Report
 Whistles and Stars
 Tourbillions and Stars
 Machine Gun
 Golden Kamuro
 Flourishing Salute Shell of Shells
 Assorted Scattering
 Waterfall Shell
 Crackling Willow
 Red, Green and Blue Lightning
 Nishiki Kamuro Crackling
 Pixie Dust Willow
 Photo Flash
 Studata Red
 Gold Glitter Rays
 Ballet on Water
 Gold Wave to Green to Crackling
 Flower Garden

Opening

The Opening Presentation will start your display off “with a bang.” A “mini-finale” will excite the crowd and get them energized for a great show.

60

3-inch Assorted Color Changing Star Shells



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Body

The majority of your display will be fired during the Body presentation. It will have a balanced pace with constant action. Radiant color combinations like Violet & Lemon, Aqua & Pink, and the always treasured Red, White, & Blue. Amazing effects such as Crossette, Twitter Glittering, Rings, and Color Changing Chrysanthemums will be mixed in to illuminate your skies!

180 3-inch Assorted Aerial Display Shells

Note: Above shells will be individually fired or tied in combination flights of Two, Three, Five or Ten Shells per Flight

252 4-inch Assorted Aerial Display Shells

Note: Above shells will be individually fired or tied in combination flights of Two, Three, Five or Ten Shells per Flight

72 5-inch Assorted Aerial Display Shells

Note: Above shells will be individually fired or tied in combination flights of Two, Three, Five or Ten Shells per Flight



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Grand Finale Presentation

The Grand Finale Presentations is the ultimate crowd pleaser and most exhilarating part of your display. When the sky erupts with Multi-Color Peonies and Thunderous Salutes, there is no better visual experience. They will end your event in style and leave the audience wanting more!

40	3-inch Titanium Salutes
300	3-inch Assorted Color Changing Star Shells
30	4-inch Assorted Color Changing Star Shells
20	5-inch Assorted Color Changing Star Shells



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References

1. Company Name City of Chamblee, GA
Brief Description of Project 18 - 20 Minute Aerial Fireworks Display
Completion Date Client Since 2018 for Annual Independence Celebration
Contact Person Special Events Coordinator, Katie Sears
Telephone 470.395.2342
E-Mail Address ksears@chambleega.gov
2. Company Name Lake Blue Ridge Civic Association
Brief Description of Project 20 - 24 Minute Aerial Fireworks Display
Completion Date Client Since 2018 for Annual Independence Celebration
Contact Person Rick Glueck
Telephone 404.606.3366
E-Mail Address rglueck@comcast.net
3. Company Name University Yacht Club, Inc.
Brief Description of Project 16 - 18 Minute Aerial Fireworks Display
Completion Date Client Since 2008 for Annual Independence Celebration
Contact Person General Manager, Jason Stovall
Telephone 770.967.2814
E-Mail Address jason.stovall@universityyachtclub.org

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Execution / Contingency Plan

Execution Timeline:

- Day Prior to Display Date @ Approximately 9:00 AM = Pyrotecnico crew and equipment shall arrive to barge to begin setting up equipment
- Day of Display @ Approximately 8:00 AM = Pyrotecnico crew and product shall arrive to barge to begin loading in the fireworks product
- Day of Display @ Approximately 4:00/5:00 PM = Pyrotecnico crew performs continuity check on all modules
- Day of Display @ Applicable Firing Time = Pyrotecnico fires display
- Day of Display @ 20 Minutes Post Display Completion = Pyrotecnico crew performs strike process

Contingency Plan:

- Equipment Technical Issues = It is Pyrotecnico policy to have a backup firing panel and extra cables in the case of initial cabling or panel malfunctions/failures
- Inclement Weather Precautions = While Pyrotecnico must adhere to the NFPA 1123 regulations regarding safe weather conditions, along with the direction of the local Fire Department, we also take the below precautions:
 - **Sealing Racks:** All racks are covered with carpet tape to prevent water from entering the tubes and damaging the product.
 - **Additional Coverings:** We use black plastic to cover racks and positions, providing an extra layer of protection against moisture.
 - **Firing System Safeguards:** Firing modules are carefully covered and bagged to eliminate the risk of water affecting the firing system.
 - **FOH Protection:** Tents are used at our front-of-house (FOH) firing locations to keep controllers dry and operational.
 - **Loading Process Coverage:** During loading, tents are employed to keep the product dry until all necessary coverings, including carpet tape and plastic sheeting, are securely applied.

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Standard Operating Procedure / Safety Plan Fireworks Displays

Pyrotecnico Emergency Contacts:

- Christopher Peightal - Environmental Health and Safety Manager
 - o C: 724-549-8973
 - o EM: cp@liveevents.com
- Chem-Tel 24-Hour Emergency Response: 1.800.255.3924

Standard Guidelines:

All safety precautions as prescribed by the National Fire Protection Association (NFPA) code 1123 shall be adhered to at all times.

As required by the Authority Having Jurisdiction ("AHJ"), all inspections of the firing area(s) will be arranged in advance of the crew's arrival on site.

All mortars and/or racks used in the display shall be made of and/or from approved materials sufficient to provide a safe display per the National Fire Protection Association (NFPA) code 1123.

A safe perimeter of 70 feet per inch, at minimum, of the largest shell size (National Fire Protection Association ("NFPA") Guidelines, Section 1123) shall be maintained and secured at all times by the Sponsor and Pyrotecnico.

The fireworks and firing equipment shall not be left unattended at any time while on the display site and shall be protected from inclement weather at all times.
Neither smoking nor smoking materials such as matches, lighters or open flame shall be within 50 feet of fireworks or pyrotechnic materials.

The use of cell phones and/or radios that generate radio frequencies will be kept to a minimum within the immediate discharge area while pyrotechnics are being prepared, loaded, set up, and firing.

Security on site will be arranged by the event Sponsor if needed.

Only assigned technicians required to set up and perform the display will be allowed on the display site.

No person shall be allowed on site that is under the influence of alcohol, narcotics, or medication which could adversely affect their ability to safely perform their duties.

Arrangements should be made by the event Sponsor for fire service and emergency medical services ("EMS") to be available during the fireworks display(s).

Pyrotecnico will have a minimum of two (2) pressure-water fire extinguishers on-site during the fireworks display.

Pyrotecnico provides appropriate insurance with limits of \$10M.

Personal Protective Equipment (PPE):

Pyrotecnico will provide the following PPE, at minimum:

- Head Protection
- Eye Protection
- Hearing Protection

Employees/Personnel shall have adequate, ready, and available onsite:

- Foot protection
- Cotton, wool, or similar flame-resistant, long-sleeved clothing

-

Floating Vessels and Platforms Standard Operating Procedure

The following are the general conditions that must be met when conducting fireworks displays on floating vessels and platforms. These conditions are set by the U.S. Coast Guard, which has jurisdiction over all navigable waters.

Construction

- Floating vessels and platforms must be strong and stable enough to safely allow for the firing of the display.
- The mortars and other fireworks equipment must be placed in a way that will not jeopardize the stability or seaworthiness of the vessel or platform during the display.
- Wooden or other combustible material may be used for construction, but the floor must be covered with a fire-resistant material to prevent burning by falling embers.

Size Requirements

- The size of the vessel or platform must be sufficient to accommodate the set-up of the display and allow

for safe movement of the operator and assistants.

Egress Requirements

- There must be at least two separate egress paths to allow for evacuation in case of an emergency.
- One egress path must be provided from a protective barricade or safety shelter.
- Egress paths must be free from impediments and obstructions.

Firing Requirements

- Aerial shells must be preloaded into mortars.
- Only electric fired display shall be fired on floating vessels and platforms.
- The minimum size of the vessel or platform shall follow NFPA 1123 Guidelines.

Safety Requirements

- If the vessel or platform is manned during electrical firing, a safety shelter must be provided.
- US Coast Guard-approved personal flotation devices (PFD) must be provided and worn by all personnel on the vessel or platform.
- A watercraft capable of providing emergency response must be present during the display.
- The positions of mortars must comply with minimum separation distance requirements.
- An operational means of communication must be available on board.

Only personnel necessary to safely perform the display shall be on board the vessel or platform.

These are the general conditions that must be met when conducting fireworks displays on floating vessels and platforms. Compliance with these conditions will help ensure the safety of all involved.

The Personal Protective Equipment (PPE) described above **MUST** be worn during the firing of the fireworks display. PPE, as necessary, shall be worn by the operator and assistants during the setup and clean-up of the display.

Personal protective equipment related to a Barge display shall be worn when:

- Transferring from Land to Barge / Barge to Land
- When the barge is NOT moored to a dock

Fireworks Display Termination Procedure:

Weather conditions will be assessed by the fire official and the lead fireworks operator on the display site according to the conditions on-site at the time. Bad weather, including but not limited to, is defined as winds in excess of 15 mph or wind gusts of 20 mph or more, along with rain and/or thunderstorms. Other non-weather related emergencies can also terminate firing which shall also be determined by the fire official and the lead fireworks exhibitor at the display site.

Crowd control is imperative and must be maintained by security personnel, monitors, and barriers. If at any time during the load-in, firing, and strike, security patrols and/or monitors detect any breach of the fall-out/safety zone perimeter, any and all activity will cease immediately. Activity will only resume when the security of the fallout zone has been reestablished.

Arrival On-Site

The operator shall contact the sponsor, the sponsor's on-site contact, and the AHJ to confirm the following: their arrival, the display time, the method of communication to indicate when the firing should start, the length of the display, the wind direction, safety distances, cool down period, potential overhead obstructions and the first light search plan.

All AHJ requirements received shall be followed.

The operator will conduct a Pyrotecnico crew meeting to discuss all safety requirements, and details of the display and assign tasks.

Pre-Display

The lead operator shall verify the following:

An inspection of all equipment and materials has been completed prior to set up.

The safety/fallout zone is clear of all unauthorized personnel.

Fire extinguishers are placed at strategic locations.

Two separate means of Egress are established with a clear path

All mortar racks are perpendicular to the audience. Racks and pyrotechnic holders are free of debris, and secured and stable to prevent falling over during use.

All fireworks display shells are pre-loaded and properly fit into mortars.

For electrical firing, the arming key has been removed from the board and in the lead operator's physical possession at all times during load-in. The lead operator will also confirm prior to testing and the display that the firing system battery is fully charged; the igniter wires are secured and cleared of adjacent mortars; the firing modules are secured and protected; and all cables (and ground wires, if applicable) are connected from the firing modules to the firing board.

For continuity testing of an electrical firing, in addition to confirming the firing board is in "TEST" mode

prior to the test, the lead operator shall confirm that the safety fall-out radius is clear of unauthorized and non-essential personnel, everyone is informed of the testing is commencing and the board is disarmed & arming key is REMOVED after testing. Continuity testing shall continue until 100% continuity is confirmed. The final continuity check shall occur not more than 30 to 45 minutes prior to the display start time.

Immediately before the display, the lead operator shall confirm the crowd has been controlled and the safety/fall out zone is maintained; all applicable personnel, including fire service, EMS units, and Pyrotecnico crew members, are available and ready; and that the current and approaching weather is favorable.

Post Display:

Fifteen minutes after the conclusion of the display, a search will be conducted by Pyrotecnico personnel of the display and fallout areas to confirm that any unfired live product or shells are accounted for, properly handled, repackaged, and secured according to federal DOT regulations.

Non-fired products shall not be shot without the permission of BOTH the sponsor and the fire department.

Once the all-clear sign is given disassembly of the display shall begin.

The firing site shall be cleaned.

A mandatory first daylight search shall be conducted the following day to inspect the firing site, fall-out areas, spectator viewing areas, and any reasonable surrounding areas for pyrotechnic debris and "duds". All pyrotechnic debris and "duds" shall be accounted for, properly handled, repackaged, and secured according to federal DOT regulations.

PYROTECNICO™

Postponement / Cancellation Fee Structure

Pyrotecnico and CUSTOMER agree that should inclement weather prevent the performance of the Fireworks Display on the Display Date, the parties shall agree to a mutually convenient alternate date, within three (3) months of the Display Date. If the show is rescheduled prior to Pyrotecnico's truck leaving the facility, CUSTOMER shall remit to Pyrotecnico an additional **15% of the Total Contract Price** for additional expenses in presenting the Fireworks Display on an alternate date. If the show is rescheduled after Pyrotecnico's truck leaves the facility, CUSTOMER shall remit to Pyrotecnico an additional **40% of the Total Contract Price** for additional expenses incurred. The determination to cancel the show because of inclement or unsafe weather conditions shall rest within the sole discretion of Pyrotecnico. In the event the CUSTOMER does not choose to reschedule another date or cannot agree to a mutually convenient date, Pyrotecnico shall be entitled to **50% of the Total Contract Price.**

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

FEDERAL EXPLOSIVES LICENSE/PERMIT
(18 U.S.C. Chapter 40)

1 - LICENSEE - 1 OWNER - 1 FEE - 1 GROSS - 1 NET - 1 TOTAL

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF
Correspondence To
ATF - Chief, FELC
244 Needy Road
Martinsburg, WV 25405-9431

License/Permit
Number

8-PA-073-23-4J-12122

Chief, Federal Explosives Licensing Center (FELC)

Expiration
Date

September 1, 2024

Name
PYROTECNICO

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

299 WILSON RD
NEW CASTLE, PA 16101-

Type of License or Permit

23-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

PYROTECNICO FIREWORKS INC
PYROTECNICO
PO BOX 149
NEW CASTLE, PA 16103-0149

Licensee/Permittee Responsible Person Signature

President/CEO

STEPHEN VITALE

Nov. 29, 2021

Printed Name

Date

Previous Edition is Obsolete

PYROTECNICO FIREWORKS INC 299 WILSON RD NEW CASTLE, PA 16103-0149 8-PA-073-23-4J-12122 September 1, 2024 23-IMPORTER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part I
Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: PYROTECNICO FIREWORKS INC

Business Name: PYROTECNICO

License/Permit Number: 8-PA-073-23-4J-12122

License/Permit Type: 23-IMPORTER OF EXPLOSIVES

Expiration: September 1, 2024

Please Note: Not Valid for the Sale or Other Disposition of Explosives.



DEPARTMENT OF JUSTICE

Bureau of Alcohol, Tobacco,
Firearms and Explosives

Memorandum BP 25005

January 16, 2025

PYROTECNICO FIREWORKS INC
PYROTECNICO
PO BOX 149
NEW CASTLE, PA 16103-0149

901090: MH/SJI
5400
File Number: 8-PA-12122

Premises Address: 299 WILSON RD NEW CASTLE, PA 16101

Dear Sir/Madam:

This letter acknowledges receipt of your timely application to renew your Federal explosives license/permit.

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) is not able to process your application prior to the expiration date of your license/permit. However, Federal law allows you to continue operations under your current license/permit until such time as ATF completes processing your application. See 5 U.S.C. § 558. This letter, or as explained below, a follow-up letter, will serve as your license/permit until we complete action on your renewal. It is referred to as a Letter of Authorization (LOA).

Since we have not completed processing your application, you may supply a copy of this letter to other licensees/permittees, e.g., your distributors, for the next six months (or until we complete action on your renewal, if that occurs in less than six months) as evidence of your licensed/permitted status. If we have not completed processing your application for renewal within six months of the date of this letter, we will send you another letter, which will also be valid for six months (or until we complete action on your renewal, if that occurs in less than six months). This is of course contingent upon your remaining entitled to continue operations under your current license/permit.

Please direct questions or concerns regarding this letter to Joie Inman at 304-616-4442.

Sincerely,

Chief, Federal Explosives Licensing Center

ATF web address: www.atf.gov



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/3/2024

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

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

PRODUCER Acrisure, LLC dba Britton Gallagher & Associates 3737 Park East Dr. STE 204 Beachwood OH 44122	CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 FAX (A/C, No): 216-658-7101 E-MAIL ADDRESS: info@brittongallagher.com												
INSURED Pyrotechnico Fireworks Inc. 299 Wilson Road New Castle PA 16103	INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A: Everest Indemnity Insurance Company</td><td>NAIC # 10851</td></tr><tr><td>INSURER B: Everest Denali Insurance Company</td><td>16044</td></tr><tr><td>INSURER C: Arch Specialty Insurance Company</td><td>21199</td></tr><tr><td>INSURER D: Continental Indemnity Company</td><td>28258</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER A: Everest Indemnity Insurance Company	NAIC # 10851	INSURER B: Everest Denali Insurance Company	16044	INSURER C: Arch Specialty Insurance Company	21199	INSURER D: Continental Indemnity Company	28258	INSURER E:		INSURER F:	
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INSURER D: Continental Indemnity Company	28258												
INSURER E:													
INSURER F:													

COVERAGES	CERTIFICATE NUMBER: 1495104253	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☒ PROJECT ☐ LOC	Y Y	SI8ML00691-241	10/14/2024	10/14/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	Y Y	SI8CA00141-241	10/14/2024	10/14/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB DED ☐ RETENTION \$	Y Y	LXP1035252-05	10/14/2024	10/14/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	82-872096-04-38 (MASTER)	10/14/2024	10/14/2025	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Excess Liability #2	Y Y	SI8EX01314-241	10/14/2024	10/14/2025	Each Occ Aggregate Total Limits \$5,000,000 \$10,000,000

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

Additional Insured extension of coverage is provided by above referenced liability policies where required by written agreement.

CERTIFICATE HOLDER Proof of Insurance	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 (2010/05)

The ACORD name and logo are registered marks of ACORD



PRICE STRUCTURE

Aerial Fireworks Display	\$31,735.34
***Suggested Duration: 18 - 20 Minutes	
Barge Fee	\$6,250.00
Tug Fee	\$600.00
Labor / Insurance	\$5,814.66
County Permit Fee	\$100.00
County/City Fire Watch Fee	\$500.00
GRAND TOTAL PRICE	\$45,000.00



YOUR SHOW



We take pride in our ability to “layer” the sky with vivid surprises at varying heights and widths, painting the entire sky into beautiful scenes of color. Your show will be unique and precise, with a timeline that will include an opening mini-finale of bursts to kick off the display, followed by a body filled with unique scenes and special effect barrages, and concluding with a grand finale that will light up the sky like nothing your audience has ever seen!



OPENING - - - - - BODY - - - - - FINALE

*Maximum shell heights will vary for each individual display.
•On average, shells will reach 100' of elevation for every inch in shell diameter.
(Example: 2" shells will reach approximately 200' in elevation.)

800.854.4705 • WWW.PYROTECNICO.COM



AMPLIFYING EXCITEMENT SINCE 1889

UNMATCHED INNOVATION

Imaginative people are the core of our success, and our creative team is constantly raising the bar and scouring the globe for new technologies. You can rest assured that your display will be innovative and unforgettable in every aspect.

AWARD-WINNING DISPLAY DESIGN

Our creative team has won many international awards for our unique choreography and impeccable synchronicity, including the coveted Gold Jupiter award among others.

EXCEPTIONAL TEAM

Our exceptional team will ensure that every aspect of your show is completely taken care of from permitting and safety regulations to show execution and clean up, so you can sit back and enjoy the time leading up to your exciting event. We will have the details under control every step of the way.

125 YEARS EXPERIENCE

We are bringing 125 years of experience to the table, giving us the knowledge and ability to use the absolute best technology, techniques, and the most innovative products with the utmost safety. We have lived and breathed fireworks and special effects for 125 years, and we will see your show through from concept to clean up.



800.854.4705 • WWW.PYROTECNICO.COM





THANK YOU

Thank you for the time and consideration that you have given us.

We recognize that your standards of excellence must be matched by the vendors that you select for any event. We are honored to have this opportunity to accomplish something spectacular for your organization, and will always strive to exceed expectations.

Pyrotecnico will work tirelessly throughout this process to ensure that every element of the program runs smoothly. From permitting and license paperwork, to design and choreography, to the safe operation of your display, we will endeavor to provide peace-of-mind throughout our partnership.

Thank you again and we look forward to hearing from you very soon.

Duane Browning | Account Manager

dbrowning@pyrotecnico.com

770.539.1899



800.854.4705 • WWW.PYROTECNICO.COM



EXHIBIT B Insurance Requirements

1. For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance, which such insurance shall be endorsed to name the City of Mobile as an additional insured, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama: On or before the inception of this Agreement, and annually thereafter for the duration of this Agreement (or longer if stated otherwise), Contractor and/or any subcontractors shall maintain the following insurance policies on a primary and non-contributing basis.

A. WORKER'S COMPENSATION/EMPLOYER'S LIABILITY:

Regardless of any "minimum requirements" of the State of Alabama, Contractor shall obtain Workers' Compensation insurance covering all workers involved in the Project. Where applicable, U.S. Longshore and Harbor Workers Compensation Act Endorsement and/or Maritime Coverage Endorsement shall be attached to the policy.

B. COMMERCIAL GENERAL LIABILITY:

Contractor shall also obtain Commercial General Liability insurance coverage including premises, products and complete operations coverage with the following minimums:

\$1,000,000 each occurrence (combined single limit for bodily injury and property damage)

\$1,000,000 Products/Completed Operations aggregate

\$1,000,000 Bodily Injury per person/organization

\$2,000,000 general aggregate per project

C. AUTOMOBILE LIABILITY:

Contractor shall also obtain a minimum of \$1,000,000 combined single limit coverage per accident, including owned, hired and non-owned automobiles. (If Contractor does not own an automobile, but one is used in the execution of the contract, then only "hired and non-owned coverage" is required. If a vehicle is not used in the execution of the contract, then automobile coverage is not required.)

D. PROFESSIONAL LIABILITY INSURANCE:

Contractor shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional insured. Coverage shall be at a minimum, \$1,000,000.00 per event.

E. COMMERCIAL UMBRELLA LIABILITY:

Contractor shall also obtain Umbrella Liability over and above the limits of liability required in the Employers Liability, General Liability, Automobile Liability, and Professional Error and Omissions (if required) policies. The Umbrella coverage form will be at least as broad as the underlying policies. The Additional Insureds requirements of underlying policies shall also be met by the Umbrella. The Umbrella limits shall be sufficient so that the sum of the underlying and Umbrella limits shall be at least \$2,000,000 per line of coverage.

2. Certificates of Insurance: The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or somehow otherwise indicated or listed separately on the certificate or 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 shall be endorsed to name City of Mobile as an Additional Insured. The certificate may list the City as:
City of Mobile
P.O. Box 1827
Mobile, AL 36633

C. 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.

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 – Contractor shall provide when submitting to the City the Contract forms for execution, 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. The following pages of this Exhibit will be Contractor's insurance.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/14/2025

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

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

PRODUCER Acrisure Great Lakes Partners Insurance Services 223 West Grand River Ave #1 Howell MI 48843	CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 E-MAIL ADDRESS: info@brittongallagher.com FAX (A/C, No): 216-658-7101												
INSURED Pyrotecnico Fireworks Inc. 299 Wilson Road New Castle PA 16103	INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A : Everest Denali Insurance Company</td><td>NAIC # 16044</td></tr><tr><td>INSURER B : Arch Specialty Insurance Company</td><td>21199</td></tr><tr><td>INSURER C : Continental Indemnity Company</td><td>28258</td></tr><tr><td>INSURER D : James River Insurance Company</td><td>12203</td></tr><tr><td>INSURER E : AXIS Surplus Insurance Company</td><td>26620</td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER A : Everest Denali Insurance Company	NAIC # 16044	INSURER B : Arch Specialty Insurance Company	21199	INSURER C : Continental Indemnity Company	28258	INSURER D : James River Insurance Company	12203	INSURER E : AXIS Surplus Insurance Company	26620	INSURER F :	
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INSURER E : AXIS Surplus Insurance Company	26620												
INSURER F :													

COVERAGES**CERTIFICATE NUMBER:** 1550731320**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
D	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC	Y	Y	P0000003353	11/14/2024	10/14/2025	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 50,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 3,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000	MED EXP (Any one person)	\$	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 3,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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B	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☒ CLAIMS-MADE DED ☐ RETENTION \$ ☐	Y	Y	UXP1035252-05	11/14/2024	10/14/2025	<table><tr><td>EACH OCCURRENCE</td><td>\$ 4,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 4,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 4,000,000	AGGREGATE	\$ 4,000,000		\$								
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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 / A		Y	82-872096-04-38 (MASTER)	10/14/2024	10/14/2025	<table><tr><td>☒ WC STATU-TORY LIMITS</td><td>☐ OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	☒ WC STATU-TORY LIMITS	☐ 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						
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E	Excess Liability #2	Y	Y	P-001-001451057-01	11/14/2024	10/14/2025	<table><tr><td>Each Occ/ Aggregate Total Limits</td><td>\$5,000,000 \$10,000,000</td></tr></table>	Each Occ/ Aggregate Total Limits	\$5,000,000 \$10,000,000												
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured extension of coverage is provided by above referenced liability policies where required by written agreement.

City of Mobile, AL Fireworks Display Date: July 4, 2025

Location: Barge @ USS ALABAMA, Mobile, AL 36602

Additional Insured: City of Mobile, AL and its employees; State of Alabama; Mobile Fire-Rescue, Community Risk Reduction, 2851 Old Shell Road, Mobile, AL36607

Policies are primary and non-contributing with any other insurance maintained by the City of Mobile. Coverage not 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, AL.

CERTIFICATE HOLDER**CANCELLATION**City of Mobile, AL
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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/14/2025

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

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

PRODUCER Acrisure Great Lakes Partners Insurance Services 223 West Grand River Ave #1 Howell MI 48843	CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 E-MAIL ADDRESS: info@brittongallagher.com	FAX (A/C, No): 216-658-7101
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Everest Denali Insurance Company		16044
INSURER B : Arch Specialty Insurance Company		21199
INSURER C : Continental Indemnity Company		28258
INSURER D : James River Insurance Company		12203
INSURER E : AXIS Surplus Insurance Company		26620
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 1555554314**REVISION NUMBER:**

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B	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☒ CLAIMS-MADE DED RETENTION \$	Y	Y	UXP1035252-05	11/14/2024	10/14/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
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CERTIFICATE HOLDER**CANCELLATION**

Mobile Fire-Rescue
Community Risk Reduction
2851 Old Shell Road
Mobile AL 36607

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AUTHORIZED REPRESENTATIVE

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EXHIBIT C Contractor E-Verify Documentation

E-Verify Employer Search

Use the E-Verify search tool to find employers who are currently enrolled in E-Verify. Your search will display the following information:

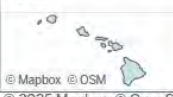
- **Employer name** – The name the employer used when they enrolled in E-Verify. This can be the business' legal name, a trade name, or an abbreviation.
- **Doing Business As (DBA) name** – The name an employer uses publicly. The public may see the DBA, but the employer may have used another name when they enrolled in E-Verify.
- **Account Status** – Indicates whether the account is currently enrolled or terminated.
- **Enrollment date** – The date the E-Verify Memorandum of Understanding is signed.
- **Termination Date** – The E-Verify Memorandum of Understanding termination date.
- **Workforce size** – Appears as long as the employer reported they have at least five employees.
- **Number of hiring sites** – The total number of locations where employers hire employees and where they complete Form I-9.
- **Hiring site locations** – The geographic location(s) of hiring sites, by state, reported by the employer.

Alaska

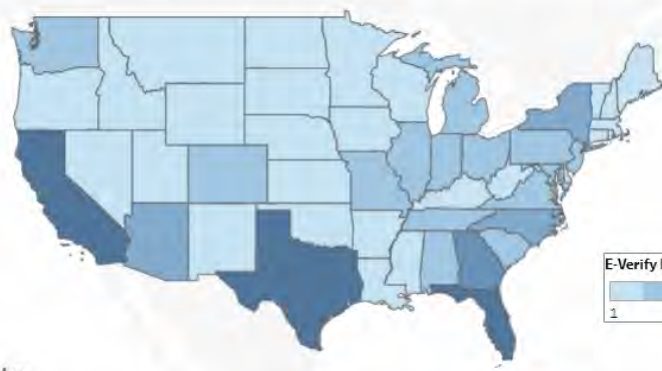


© Mapbox © OSM

Hawaii



© Mapbox © OSM
© 2025 Mapbox © OpenStreetMap



E-Verify Hiring Sites
1 398,317

Map based on search tool's full data set. Data refreshes every day at midnight. Color shows Total Hiring Sites by State. Map will act as a filter to the table.

Search Filters

[Table Only filter - Table data shows records by Last Updated Date in descending order and default filtered to show employers enrolled this year]

Business Name [Input Employer's legal name or DBA name]
pyrotecnico fireworks

Industry Type
(All)

Account Status

Opted into E-Verify+

State/Territory

☒ Open

☒ No

(All)

☒ Terminated

☒ Yes

Date Enrolled [Select last 30 years for all data]
Last 30 years

Total Records Filtered: 1

E-Verify Participating Employer List

Last Updated Date	Employer	Doing Business As	Account Status	Opted into E-Verify+	Date Enrolled	Date Terminated	Workforce Size	Hiring Site Locations
2/4/2025	Pyrotecnico Fireworks Ilc		Open	No	6/27/2022		100 to 499 PA	1



Business Entity Records

[Home](#) > [Government Records](#) > [Business Entity Records](#)

Pyrotecnico Fireworks Inc.	
Entity ID Number	000-634-260
Entity Type	Foreign Corporation
Principal Address	299 Wilson Road New Castle, PA 16101
Principal Mailing Address	PO Box 149 New Castle, PA 16103
Status	Exists
Place of Formation	Pennsylvania
Formation Date	02/18/1993
Qualify Date	06/16/2020
Registered Agent Name	Registered Agents Inc
Registered Office Street Address	212 W Troy Street STE B Dothan, AL 36303
Registered Office Mailing Address	212 W Troy Street STE B Dothan, AL 36303
Nature of Business	
Capital Authorized	
Capital Paid In	
Doing Business in AL Since	01/01/2020
Annual Reports	
Report Year	2024
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	06/16/2020 Certificate of Formation 2 pgs.

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



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: March 10, 2026

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Authorize the Operating Agreement with Mobile Museum Board for management of History Museum, Fort Conde and Phoenix Fire Museum

Amount of Contract:

\$1,585,000.00

Funding Source

General Fund / via performance contract

ATTACHMENTS:

1. Resolution - Museum Operating Agreement
2. History Museum of Mobile OA
3. COI Museum Board

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 and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Operating Agreement between City of Mobile and the Mobile Museum Board, in which the parties address the operations and management of the Facilities known as the History Museum of Mobile, Fort Conde, and the Phoenix Fire Museum, 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

AGREEMENT BETWEEN THE MOBILE MUSEUM BOARD
AND THE CITY OF MOBILE

THIS AGREEMENT ("Agreement"), made and entered into by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of the State of Alabama (the "City"), and the Mobile Museum Board (the "Board") which was established by the Mobile City Council pursuant to *Ala. Code* Section 11-47-16, and the parties hereto agree as follows:

WHEREAS, The City is the owner of the real property, buildings and improvements known as the History Museum of Mobile, Fort Conde, and the Phoenix Fire Museum (collectively the "Facilities"); and

WHEREAS, the Board was established by City Council Ordinance pursuant to *Ala. Code* Section 11-47-16. and was incorporated on September 22, 1965. Pursuant to Mobile City Code Section 15-106, following its incorporation, property donated to the Board is the property of the Board, but upon the dissolution of the Board all property owned by the Board at the time of the dissolution shall become the property of the City. This property shall, for purposes of this Agreement. be referred to as the "Collection." The City does not claim ownership of any intellectual property developed by or at the direction of the Board, including but not limited to web pages, advertisements, or exhibit materials; and

WHEREAS, this Agreement is intended by both parties to address the operations and management of the Facilities and not the ownership of the Collection under City Code Section 15-106; and

WHEREAS, the City desires to engage the Board to manage all of the Facilities and the Board desires to accept such engagement on the terms and conditions set forth herein. The parties mutually agree that this agreement does not alter or amend the rights and responsibilities of the Board under applicable City ordinances; and

WHEREAS, the City finds and concludes that this Agreement in all respects serves a legitimate public purpose and furthers the general public welfare.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Definitions.

In addition to the capitalized terms defined elsewhere in this Agreement, the following terms have the meanings:

"Annual Plan" - defined in Section 6.2.

"Approved Budget" - any budget submitted by the Board and approved by the City pursuant to

Section 6.

“Capital Improvements” - any and all fixtures, systems (including plumbing systems, electrical wiring, conduits, junctions and other equipment, and heating and air conditioning systems) machinery, ovens, and any concessions and catering equipment and all other equipment used in connection with the operation of the Facilities, whether additional or replacement, and any and all building additions, alterations, renovations, repairs or improvements, except for any items in the above-named categories that were purchased by or belonged to the Board.

“Fiscal Year” - a one-year period beginning October 1 and ending September 30.

“Laws” - all federal, state, local and municipal regulations, ordinances, statutes, rules, laws and constitutional provisions.

“Management Term” - the Initial Term of this Agreement as stipulated in Section 3.1 and the Extended Term under Section 3.2, if any.

“Operating Expenses” - any and all expenses and expenditures of whatever kind or nature incurred, directly or indirectly, in promoting, operating, maintaining and managing the Facilities, including those listed in Exhibit A, all as determined in accordance with generally accepted accounting principles, consistently applied, and excluding depreciation, Capital Expenditures, and City Expenses.

2. Engagement of the Board.

2.1 Engagement and Authority of the Board. Subject to the terms and conditions set forth in this Agreement, the City hereby engages the Board, to manage, operate, and promote the Facilities for the duration of the Management Term pursuant to the requirements provided herein, and the Board hereby accepts such engagement. In such capacity, the Board shall have authority over and responsibility for the day-to-day operation of the Facilities and all activities therein, as further described in Exhibit B.

In its management of the Facilities, the Board shall comply with the American Alliance of Museums standards, procedures for museum record keeping, including museum record keeping, accessioning, cataloging, loans, deaccessioning, photography, and reporting annual collection data.

Failure to do so may result in a termination for default under paragraph 12.1 herein.

2.2 Reservation of Rights of City.

(a) In General. The City, including members of City Council and those acting on its behalf, shall have the right to enter all portions of the Facilities to inspect same, to observe the performance by the Board of its obligations under this Agreement, to

install, remove, adjust, repair, replace or otherwise handle any equipment, utility lines, or other matters in, on, or about the premises, or to do any act or thing which the City may be obligated or have the right to do under this Agreement or otherwise. In connection with the exercise of such rights, the City will endeavor to provide (but is not obligated to provide) advance notice to the Board for security purposes and to minimize any interference with or disruption of the Board's work under this Agreement. Nothing contained in this Section: (i) is intended or shall be construed to limit any other rights under this Agreement. nor shall this Section: (ii) impose or be construed to impose upon the City any independent obligation to construct or maintain or make repairs, replacements, alterations, additions or improvements or create any independent liability for any failure to do so. All of the above notwithstanding, the City agrees to maintain the Facilities in good repair consistent with their intended use by the public.

- (b) **Emergencies.** The City reserves the right in the exercise of its police powers to assume control of and responsibility for the Facilities and to preempt scheduled or unscheduled events or activities as necessary in case of natural disasters or other emergencies in order to use the Facilities as shelters, staging areas or other functions in response to such exigent circumstances but shall act in good faith to minimize the disruption of the use of the Facilities under this Agreement.
- (c) **Meetings.** The City shall have the right to hold its annual City Council Meeting in the Old City Hall.
- (d) **Ex Officio Member of the Board.** The Director of Civic and Cultural Affairs for the City, or a City official with equivalent duties, shall serve as an ex officio non-voting member of the Board. Board shall timely notify the City's ex officio member no later than contemporaneously with all other Board Members and no less than 24 hours prior to all meetings, regular and special. If any special or emergency meeting is called with less than 24-hour notice, notice shall be delivered via email and telephone contemporaneously with all other Board Members. The City may, in its sole discretion, for purposes of this management agreement, set aside any action taken by the Board at a meeting conducted without timely notice to the City's ex officio member.

3. Management Term.

3.1 Initial Term. The term of this Agreement shall begin effective October 1, 2025 and shall continue for three (3) years thereafter (the "Initial Term"), unless earlier terminated pursuant to the provisions of this Agreement.

3.2 Extended Terms. OMITTED.

4. Payment.

4.1 Operating Expenses for the Initial Term. Until this Agreement expires or is earlier terminated, the Board shall receive payment from the City in the total amount of One Million Five Hundred Eighty-Five Thousand Dollars and 00/100 (\$1,585,000.00) for the applicable Fiscal Year. Such funds shall be used by the Board solely to cover the Operating Expenses identified in Exhibit A in connection with the management and operation of the Facilities.

The total amount shall be paid in four (4) equal quarterly installments beginning on October 1st and the first day of each subsequent quarter of the applicable Fiscal Year.

The Board acknowledges and agrees that funding under this Agreement is subject to annual appropriation and may be increased or decreased in any subsequent Fiscal Year based on changes in the City's budget. The City retains sole and absolute discretion with respect to its budgeting decisions.

5. Budgets and Operating Expenses.

5.1 City Expenses. The City shall continue to provide, at its sole cost and at no cost to the Facilities or the Board, payment of the electricity, water, and gas bills for the Facilities, Capital Improvements as defined herein, replacements for those Capital Improvements when deemed necessary at the City's discretion, and expenditures for repair and maintenance of any category of Capital Improvements which exceed \$1,000 in the aggregate, including but not limited to all maintenance, repairs and replacements of the heating, ventilation and air conditioning systems ("City Expense"). The City is responsible for all City Expenses, and the costs thereof are separate from the funds provided to the Board to cover Operating Expenses.

5.2 Capital Improvements. The authority to perform, direct and supervise Capital Improvements, shall remain with the City, and the cost thereof will not be considered Operating Expenses, except that the Board may make Capital Expenditure purchases in transactions in which the aggregate value does not exceed \$2,500, without authorization by the City. The Annual Plans submitted pursuant to Section 6 shall include the Board's recommendation for Capital Improvements purchases to be accomplished during the upcoming Fiscal Year, an estimate of the cost of all such items and projects, and a request that the City budget funds therefore. The City shall retain the discretion to determine whether and to what level to fund Capital Improvements.

6. Records, Audits, and Reports.

6.1 Records and Audits. The Board shall keep full and accurate accounting records relating to its activities at the Facilities, including bank statements, and shall provide to the City Finance Department and Department of Civic and Cultural Affairs quarterly financial statements in the format attached hereto and labeled **Exhibit D**. The Board shall give the City's authorized representatives access to such books and records maintained at the Facilities during reasonable business hours and upon reasonable advance notice and, upon the request of the City, shall deliver copies of all bank statements and other documents and reports reasonably requested by

the City. The City reserves the right to withhold or adjust payment to the Board for any quarter in which the Board's financial reports do not meet generally accepted accounting principles. The Board shall keep and preserve for at least seven years following each Fiscal Year all sales slips, rental agreements, purchase order, sales books, credit card invoices, bank books or duplicate deposit slips, and other evidence of revenues and Operating Expenses for such period. Additionally, the Board shall deliver to the City annual financial statements within thirty (30) days after the close of each Fiscal Year prepared in accordance with generally accepted accounting principles. The City shall have the right to conduct an audit of any annual report delivered in connection with this Section and/or any quarterly report delivered hereunder.

6.2 Annual Plan. At least three (3) months prior to the end of each Fiscal Year during the Management Term, the Board shall provide to the City an annual management plan for the succeeding Fiscal Year (the "Annual Plan"), which shall include the annual operating budget and annual cash flow budget for each of the Facilities for the next Fiscal Year, and a current organizational chart including all Board employees. The Annual Plan shall include information regarding the Board's anticipated operations for such Fiscal Year, requested Capital Improvements purchases, and anticipated budgets therefor. The Annual Plan shall be subject to review, and approval by the City. The timing of the submission of the budgets and the Annual Plan and of the City's approval thereof will be mutually agreed upon by the parties. The Approved Budgets may be amended by the parties pursuant to procedures mutually agreed upon the parties. The Board shall not spend any funds budgeted for wages and salaries as they appear in Exhibit D, for a different purpose without a budget amendment approved in writing by the City.

6.3 Quarterly Reports. Within 15 working days of the end of each quarter during the Management Term, the Board shall provide to the City's Director of Civic and Cultural Affairs a written report in a form approved by the City setting out the Facilities' anticipated activities and financial condition for the upcoming quarter and reporting on the prior quarter's activities and finances.

6.4 Year to Year Funding. To qualify for City funding for the next following fiscal year, the Board shall document and provide the City with such documentation regarding: (1) revenues, including but not limited to, endowments, grants, donations, government funding from the county, state and federal governments, and income from other sources; (2) attendance, including admissions, individual or group, school visits, and other community participation; (3) fundraising activities; (4) volunteer participation in Board projects and events; and (5) all financial reporting required by this agreement.

7. Board Employees.

7.1 Employees. Prior to and during the Management Term, the Board shall select, train, and employ at the Facilities such number of employees as the Board deems necessary or appropriate to satisfy its responsibilities hereunder.

7.2 Responsibility and Control. The Board's employees at the Facilities shall not for any purpose be considered to be employees of the City, and the Board shall be solely responsible for their supervision, daily direction and control, and for setting and paying, as Operating Expenses, the employees' compensation (including federal, state and local income tax withholding), any employee benefits, and all costs related to their employment. However, pursuant to City Ordinance Section 15-103, members of the Board shall not receive any compensation for their services. The Board shall have the sole authority to hire, terminate and discipline any and all employees working at the Facilities.

7.3 Board employees shall receive wages at a rate no lower than the wage rate for an entry level Public Service Worker established for the City of Mobile by the Mobile County Personnel Board. Any adjustments to the minimum wage must take place no later than the first day of the following fiscal year following the increase by the City of Mobile. However, Board employees are not City employees and serve at the will of the Board and are not eligible for the benefits or protections afforded employees in the Mobile County Merit System.

7.4 Key Personnel. The City funds the Facilities, and those Facilities represent the City to the public. The removal of the Director shall only be done with the written concurrence of the Mayor. The Mayor will have 14 days from the date of notice and provided reasoning in which to respond. Failure to respond within the designated time will be considered a concurrence.

8. Insurance.

The Board shall obtain, maintain and keep current on behalf of itself and the City, all insurance coverages set forth in the attached **Exhibit C** (Certificate of Insurance) and such other coverage as shall be prescribed by law from time to time. The cost of all premiums for the insurance maintained by the Board pursuant to this Agreement shall be paid by the Board as an Operating Expense. The City agrees to maintain insurance policies in compliance with **Exhibit C**.

9. Indemnification.

The Board will indemnify the City, its elected officials, employees and agents, and save it harmless from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon, or at the Facilities, or the occupancy or use by the Board of the Facilities or any part thereof, or occasioned wholly or in part by any act or omission of the Board, its agents, contractors, employees, servants, invitees, lessees or concessionaires except to the extent caused by the negligence or willful misconduct of the City, its elected officials, employees or agents. In case the City shall, without fault on its part, be made a party to any litigation commenced by or against the Board, the Board shall protect and hold the City harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by the City in connection with such litigation.

10. Admissions, Donations and Rental Income.

The Board shall retain all revenue derived from admissions to and rentals of the Facilities, and, at its discretion,

utilize said funds to further the purposes of the Board as established by City Ordinance pursuant to Mobile City Code Sections 15-105 and 15-106. Said income, including donations to the Board and any corporation whose purpose is to support the Museum, shall be reported to the City in the Board's quarterly reports and reported in the annual cash flow budget.

11. Assignment.

Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either party without the prior written consent of the other party.

12. Termination.

12.1 Termination Upon Default. Either party may terminate this Agreement upon a default by the other party hereunder. A party shall be in default hereunder if it fails in any material respect to perform or comply with any of the other terms, covenants, agreements or conditions hereof, and such failure continues for more than sixty (60) days after written notice thereof from the other party. Examples of material defaults include, but are not limited to, submitting quarterly statements on a form not acceptable to the City and submitting annual financial statements that are not prepared in accordance with generally accepted accounting principles. In the event that a default (other than a default in the payment of money) is not reasonably susceptible to being cured within the 60-day period, the defaulting party shall not be considered in default if it shall within such sixty (60) day period have commenced with due diligence and dispatch to cure such default and thereafter completes with dispatch and due diligence the curing of such default. In the absence of any default, the City may, at its sole discretion, terminate this Agreement by providing sixty (60) day notice thereof.

12.2 Surrender of Premises. If the Board is incorporated on the date in which this Agreement either terminates or expires, the City and the Board agree to cooperate and exercise due diligence to allow the relocation of the Collection in an orderly fashion that does not disrupt or interfere with the public service performed by the Board. All City-owned equipment and furnishings shall be returned to the City in good repair, reasonable wear and tear excepted. If the Board is no longer incorporated, City Code Section 15-106 provides that the Collection becomes the property of the City, therefore, the Board shall be required to return the Collection with the other City-owned equipment and furnishing as required herein. A copy of all reports, records, including financial records, and documents maintained by the Board at the Facilities relating to this Agreement shall be immediately surrendered to the City by the Board upon termination or expiration.

13. Miscellaneous.

13.1 No Partnership or Joint Venture. Nothing herein is intended or shall be construed in any way to create or establish the relationship of partners or a joint venture between the City and the Board.

13.2 Entire Agreement; Prior Agreements; Amendments. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect thereto. No other agreements, representations, warranties or other matters, whether oral or written, will be deemed to bind the parties hereto with respect to the subject matter hereof. This Agreement shall not be altered, modified or amended in whole or in part, except in a writing executed by each of the parties hereto. Nothing in this Agreement is intended to or does modify or restrict the rights of the Board as established by the Ordinances relating to the Board.

13.3 Force Majeure. No party will be liable or responsible to the other party for any delay, damage, loss, failure, or inability to perform caused by "Force Majeure" if notice is provided to the other party within ten days of date on which such party gains actual knowledge of the event of Force Majeure that such party is unable to perform. The term "Force Majeure" as used in this Agreement means the following: an act of God, strike, war, public rioting, lightning, fire, storm, flood, explosions, inability to obtain materials, supplies, epidemics, landslides, lightning storms, earthquakes, floods, storms, washouts, civil disturbances, explosions, acts of terrorism, breakage or accident to machinery or lines of equipment, temporary failure of equipment, freezing of equipment and any other cause whether of the kinds specifically enumerated above or otherwise which is not reasonably within the control of the party whose performance is to be excused and which by the exercise of due diligence could not be reasonably prevented or overcome.

13.4 Binding Upon Successors and Assigns. This Agreement and the rights and obligations set forth herein shall inure to the benefit of, and be binding upon, the parties hereto and each of their respective successors and permitted assigns.

13.5 Notices. Any notice, consent or other communication given pursuant to this Agreement will be in writing and will be effective either (a) when delivered personally to the party for whom intended, (b) on the second business day following mailing by an overnight courier service that is generally recognized as reliable, (c) on the fifth day following mailing by certified or registered mail, return receipt requested, postage prepaid, or (d) on the date transmitted by telecopy as shown on the telecopy confirmation therefor as long as such telecopy transmission is followed by mailing of such notice by certified or registered mail, return receipt requested, postage prepaid, in any case addressed to such party as set forth below or as a party may designate by written notice given to the other party in accordance herewith.

To the City:

City of Mobile
ATTN: Director, Civic and Cultural Affairs
P.O. Box 1827
Mobile, AL 36633-1827

To the Mobile Museum Board:

The Mobile Museum Board
ATTN: Chairman of the Board
P.O. Box 2068
Mobile, AL 36652

- 13.6 Governing Law; Counterparts.** This Agreement will be governed by and construed in accordance with the internal Laws of the State of Alabama, without giving effect to otherwise applicable principle of conflicts of law. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute but one and the same agreement.
- 13.7 Severability.** The invalidity or unenforceability of any particular provision, or part of any provision, of this Agreement shall not affect the other provisions or parts hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions or parts were omitted.
- 13.8 Interpretation.** All section titles or captions in this agreement are for convenience of reference only. They should not be deemed to be part of this agreement or to in any way define, limit, extend, or describe the scope or intent of any provisions of this agreement. Except as specifically provided otherwise, reference to "Sections" and "Exhibits" are to sections of and exhibits to this Agreement.
- 13.9 Non-Waiver.** A failure by either party to take any action with respect to any default or violation by the other of any of the terms, covenants, or conditions of this Agreement shall not in any respect limit, prejudice, diminish, or constitute a waiver of any rights of such party to act with respect to any prior, contemporaneous, or subsequent violation or default or with respect to any continuation or repetition of the original violation or default.
- 13.10 Contract Representatives.** The City hereby designates its Chief of Staff and the Board designates its Board President as their respective representatives in all matters relating to this Agreement, and in either case, any individual from time to time designated by either of the foregoing with general or particular authority. Each party shall be permitted to rely on the actions taken by the designated representative of the other party or by any person authorized by a designated representative in writing in any matter relating to this Agreement, including granting any required authorizations, consents and approvals. Any party may change its designated representative by written notice to the other parties.
- 13.11 No Third-Party Beneficiaries.** one of the provisions of this Agreement shall be for the benefit of or enforceable by a third party.
- 13.12 Immigration.** The Board 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 Board'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 there from.

13.13 Non-Discrimination. The Board 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.

[Signature page to follow]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties as of the day and year first above written.

MOBILE MUSEUM BOARD

BY Eleanor C. Hannum

PRINT NAME: Eleanor C. Hannum

ITS: Board Chair

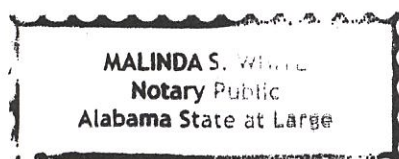
STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that Eleanor C. Hannum whose name as Authorized Agent of the Mobile Museum Board, is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing 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 4th day of March, 2026

(SEAL)



Malinda S. White

Notary Public

State of Alabama At-Large

My Commission Expires: 7/8/2029

CITY OF MOBILE, A Municipal Corporation

BY _____

Spiro N. Cheriogotis, Mayor

ATTEST:

BY _____

Its City Clerk

**EXHIBIT A
OPERATING EXPENSES**

Operating Expenses include but are not limited to:

- (1) Payroll, benefits, relocation, and related costs of all Employees employed at or performing services with respect to the Facilities.
- (2) Exhibit costs may be projected over several years to enable the Board to secure expensive exhibits.
- (3) Advertising.
- (4) Cleaning expenses.
- (5) Data processing and computer costs.
- (6) Dues, subscriptions and membership costs.
- (7) Insurance, as set forth in this Agreement.
- (8) Professional fees.
- (9) Printing and stationary costs.
- (10) Postage and freight costs.
- (11) Equipment rental costs.
- (12) Repairs and maintenance costs that are not considered City Expenses as defined in this Agreement.
- (13) Security expenses.
- (14) Cost of office supplies and operating supplies.

- (15) Telephone charges.
- (16) Travel and entertainment expenses within amounts included in an Approved Budget and such unbudgeted travel and professional expenses as are approved in writing by the City.
- (17) Cost of employee uniforms, if any.
- (18) Trash and garbage removal costs.
- (19) Extermination and pest control costs at the Facilities.
- (20) Utilities other than those included as City Expenses under Section 5 of this Agreement.
- (21) Such other reasonable and necessary expenses included in the Approved Annual Operating Budget.

EXHIBIT B SERVICES

In addition to those rights and obligations under the Agreement, the Board shall:

- (1) Manage, operate and promote the Facilities in accordance with generally accepted standards for management of history museums and related facilities while diligently progressing toward meeting American Alliance of Museum standards. The Board shall provide or cause to be provided, through itself and/or third-party subcontractors, exhibits appropriate to the Facilities, booking services, catering services, decorating services, maintenance services, and all other services in connection with the management, promotion and operation of the Facilities as appropriate. If alcohol is served at the Facilities, the Board shall maintain a Liquor Legal Liability policy naming the City as an additional insured.
- (2) Negotiate, deliver and administer any and all licenses, occupancy agreements, rental agreements, booking commitments, advertising and sponsorship agreements, catering and concession agreements, decorating agreements, supplier agreements, service contracts and all other contracts and agreements in connection with the management, promotion and operation of the Facilities, provided that if any such license, agreement, commitment or contract other than those involving the license, lease or rental of any of the Facilities (or any portion thereof) in the ordinary course has a term that extends beyond the Initial Term, such license, agreement, commitment or contract shall be approved in advance by the City (which approval shall not be unreasonably withheld). In addition, the Board may utilize the Facilities or any part thereof rent-free in connection with any event and utilize the proceeds at the Board's discretion to further the purposes of the Board as established by City Ordinance pursuant to Mobile's City Code Sections 15-105 and 15-106.
- (3) Establish and adjust prices, rates and rate schedules for the aforesaid licenses, agreements and contracts and any other commitments relating to the Facilities to be negotiated by the Board in the course of its management, operation and promotion of the Facilities. In determining such prices and rate schedules, the Board shall evaluate comparable charges for similar goods and services at similar and/or competing facilities and shall consult with the City about any adjustments to the rate schedules at the Facilities to be made by the Board.
- (4) Maintain the Facilities in the condition received, reasonable wear and tear excepted, and rent, lease or purchase all equipment and maintenance supplies necessary or appropriate for the operation and maintenance of the Facilities, provided that the City shall be responsible for undertaking all Capital Improvements purchases.
- (5) Have the authority to (i) manage food and beverage services at the Facilities including catering, staffing, and liquor license procurement and maintenance and (ii) engage in such advertising, solicitation, and promotional activities as the Board deems necessary or appropriate to develop the potential of the Facilities and the cultivation of broad

community support.

- (6) Cooperate with the City for hurricane preparedness and, in that connection, to enter into emergency cleanup contracts.
- (7) Exercise all rights and authority implied in Section 2.1 of the Agreement and this Exhibit B.
- (8) Respond timely to all comments and complaints communicated to it by members of the public.

EXHIBIT C INSURANCE

- (a) The Board shall obtain and keep in force at all times during the Management Term:
- (1) a commercial liability insurance policy, including, independent contractors, contractual liability, products and completed operations, liquor liability (as long as the Board is providing the food and beverage and catering services hereunder; otherwise, it should be contingent liquor liability), personal and advertising injury, public liability and property damage, covering the premises, the operations hereunder, in the amount of \$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage;
 - (2) an umbrella liability insurance policy with a limit of \$5,000,000 in the aggregate;
 - (3) a comprehensive automotive bodily injury and property damage insurance policy for business use covering all vehicles operated by the Board officers or its employees in connection with the Facilities, whether owned by the City, or otherwise, with a combined single limit of not less than \$1,000,000 per occurrence (including an extension of hired and non-owned coverage);
 - (4) worker's compensation insurance (including occupational disease hazards) as required by law with an authorized insurance company or through the Alabama State Compensation Insurance Fund;
 - (5) fidelity/crime insurance covering the Board's employees;
 - (6) errors and omissions coverage for the Board's members and property, and additional coverage as needed to protect the Collection, artifacts, furnishings and fixtures against all perils.
- (b) The Board shall insure the contents and cause the City to be named as an additional insured under all of the Board's property and hazard insurance policies covering or relating to the Facilities to the extent of its interest. Nothing in this Agreement is intended to require the Board to maintain property and hazard insurance covering the premises at the Facilities or business interruption insurance covering the interruption of operations by or for whatever cause at the Facilities.
- (c) The terms of all insurance policies referred to in Section 8 of the Agreement and on this Exhibit C shall preclude subrogation claims against the Board, the City and their respective partners, members, officers, directors, employees and agents.
- (d) The Board shall be the named insured(s) under all of the liability described in paragraph (a) above. The City shall be an additional insured under the insurance described in paragraphs (a) (1) and (2) above. Coverage of the City as an additional insured shall be primary and non-contributory. Said coverage shall contain a waiver of subrogation in favor of the City. The insurance maintained by each party hereunder shall contain a provision covering the parties' indemnification liabilities to each other.
- (e) Certificates evidencing the existence of the above policies shall be delivered by each party to the other before the start of the Management Term. Notwithstanding the provisions of Section 8 and this Exhibit C, the parties acknowledge that the above insurance may contain exclusions

from coverage which are reasonable and customary for insurance of such type. Each such policy or certificate shall contain a valid provision or endorsement stating, "This policy will not be canceled or materially changed or altered without first giving 30 days' written notice thereof, sent by certified mail, return receipt requested, to, in the case of the Board's policies, the City of Mobile, Alabama, P.O. Box 1827, Mobile, Alabama 36633-1827."

- (f) A renewal binder of coverage shall be delivered by the named insured to the other party at least twenty (20) days after a policy's expiration date, with a complete copy of such renewal insurances to follow.

EXHIBIT D
Detailed Budgeted Positions

History Museum of Mobile
FY 2025/2026
Detailed Budgeted Positions

Emp#	Last Name	First Name	Job Class	Annual Pay
Unknown	Sexton	Jon	Director	\$90,000.00
Unknown	Harville	Melissa	Marketing & Events Manager	\$57,158.38
Unknown	Regan	Ann L.	Events Coordinator	\$40,435.20
Unknown	White	Malinda	Business Manager	\$67,674.88
Unknown	James	Brantley	Curator of Education	\$45,000.00
Unknown	Massa	Kathryn	Museum Educator	\$38,480.00
Unknown	Nichols	Katherine	Museum Educator	\$34,320.00
Unknown	Sovik	Hugh	Receptionist - Phoenix Fire Museum	\$28,800.72
Unknown	Cox	Taylor	Curator of Exhibits	\$52,000.00
Unknown	Newman	Mary	Asst Curator of Exhibits	\$44,000.00
Unknown	Beeson	Nick	Curator of Collections	\$52,205.68
Unknown	Open		Registrar	\$35,942.40
Unknown	Williams	Kyle	Curator of Living History	\$50,922.07
Unknown	Swinney	Danielle	Living History Program Coordinator	\$36,400.00
Unknown	Strickland	Arik	Living History Interpreter	\$35,609.60
Unknown	Torrey	Charles	Research Historian	\$34,627.42
Unknown	Gay	Michaela	Living History Interpreter	\$35,609.60
Unknown	Fisher	Amelia	Living History Interpreter	\$35,609.60
Unknown	Marsh	Ronson	Facilities Manager	\$51,839.95
Unknown	Ganus	Steve	Attendant	\$17,915.04
Unknown	McHenry	William	Attendant	\$31,657.60
Unknown	Adams	Ian	Attendant	\$31,657.60
Unknown	Chambers	Charlie	Attendant	\$31,657.60
Unknown	Brasher	Ashley	Receptionist	\$31,657.60
Unknown	Williamson	Heather	Receptionist	\$11,012.04
				\$1,022,192.98

History Museum of Mobile
Payroll Expense Report
FY 2025/2026

Month	Acc#	October	November	December	January	February	March	April	May	June	July	August	September	Total
# Of Pay Periods		2	2	2	2	2	2	2	2	3	2	2	3	26
Wages	6108.11	\$68,239.18	\$78,217.38	\$75,666.13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$222,122.69
Social Security	6108.12	\$4,061.32	\$4,496.30	\$4,338.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,895.78
Medicare	6108.13	\$949.82	\$1,051.54	\$1,014.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,015.92
Fed Unemployment	6108.14	\$54.12	\$42.55	\$26.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$123.17
State Unemployment	6108.15	\$353.92	\$301.57	\$180.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$835.69
Workers Comp Ins	6108.16	\$236.84	\$379.18	\$384.06	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.08
Life Insurance	6108.17	\$521.73	\$532.79	\$552.82	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,607.34
Health Insurance	6108.18	\$10,317.63	\$10,209.52	\$10,631.51	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,158.66
Background check	6108.20	\$50.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.00
Adm Fee Elm	6108.30	\$172.66	\$172.16	\$175.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$519.87
401k Employer Match	6108.20	\$373.80	\$810.17	\$446.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,630.53
Contract Services - Attendant	6108.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Totals		\$85,331.02	\$96,213.16	\$93,415.55	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$274,959.73

History Museum of Mobile
Operating Expenses By Month
FY 2025/2026

	October	November	December	January	February	March	April	May	June	July	August	September	Total
Advertising	\$1,448.29	\$4,371.14	\$4,118.55	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,941.08
Contract Hauling													\$0.00
Contract Labor													\$0.00
Exhibits	\$1,685.10	\$3,653.34	\$2,715.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,895.44
Dues and Memberships	\$277.50	\$12.50	\$8.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$318.69
Software Costs	\$2,162.27	\$2,447.99	\$1,233.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,843.51
Legal Fees													\$0.00
Non-contractual Services (operating services)**													\$0.00
Leased Copier Rental	\$0.00	\$18.14	\$121.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$239.17
Maintenance and Repair	\$946.53	\$915.63	\$1,567.63	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,209.79
Professional and Technical *	\$0.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,000.00
Security													\$0.00
Vehicle Towing Expenditures													\$0.00
Cost Reimbursements													\$0.00
Garage Fuel Reimbursed													\$0.00
Garage Labor Reimbursed													\$0.00
Garage Parts Reimbursed													\$0.00
Reimbursed Garage Scrap													\$0.00
Impounded Vehicles													\$0.00
Overtime Reimbursed													\$0.00
Suicides Reimbursed													\$0.00
Vehicle Towing & Other Impound	\$45,331.82	\$96,213.16	\$93,416.65	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$274,959.73
Office Supplies	\$0.00	\$141.54	\$267.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$409.76
Operating Supplies**	\$0.00	\$1,489.15	\$584.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,043.98
Printing and Reproduction	\$0.00	\$0.00	\$270.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$270.00
Safety Equipment													\$0.00
Auto Rental													\$0.00
Fuel and Lubricants	\$200.00	\$2,416.00	\$1,094.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,500.22
Events													\$0.00
Hotel Pool Budget Rate													\$0.00
Repair Parts													\$0.00
Training													\$0.00
Mileage Reimbursed	\$1,114.49	\$157.85	\$41.65	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,313.39
Cellular Phone Expense													\$0.00
Electrical													\$0.00
Gas	\$308.40	\$198.20	\$316.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$824.43
Internet Service	\$76.00	\$456.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$532.00
Postage	\$199.45	\$399.45	\$920.92	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,519.82
Telephone													\$0.00
Water													\$0.00
Capitalized Equipment	\$0.00	\$1,951.25	\$1,066.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,017.45
Small Equipment (less than \$5,000)													\$0.00
Testing													\$0.00
Insurance - Flood													\$0.00
Insurance - General	\$5,024.16	\$5,042.76	\$5,042.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,110.28
Real Property Lease													\$0.00
Grants Expenditure													\$0.00
Unclassified Expenditures (necessary expenses)	\$0.00	\$16.15	\$49.98	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$76.13
Cash Over/Short													\$0.00
GRAND TOTAL OPERATING EXPENSES	\$106,276.21	\$176,033.85	\$115,594.59	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$338,905.15

OPERATING EXPENSE BUDGET
FY 2026

DEPARTMENT NAME:

MONTH	Q1	Q2	Q3	Q4	Total
Advertising	19,250	19,250	19,250	19,250	77,000
Contract Hauling	-	-	-	-	-
Contract Labor	-	-	-	-	-
Exhibits	26,337	26,337	26,337	26,339	105,350
Dues and Memberships	1,125	1,125	1,125	1,125	4,500
Software Costs	8,250	8,250	8,250	8,250	33,000
Legal Fees	-	-	-	-	-
Non-contractual Services (operating services)***	-	-	-	-	-
Leased Copier Rental	450	450	450	450	1,800
Maintenance and Repair	6,787	6,788	6,787	6,788	27,150
Professional and Technical *	5,000	5,000	5,000	5,000	20,000
Security	-	-	-	-	-
Vehicle Towing Expenditures	-	-	-	-	-
Cost Reimbursements	-	-	-	-	-
Garage Fuel Reimbursed	-	-	-	-	-
Garage Labor Reimbursed	-	-	-	-	-
Garage Parts Reimbursed	-	-	-	-	-
Reimburse Garage Scrap	-	-	-	-	-
Impounded Vehicles	-	-	-	-	-
Overtime Reimbursed	-	-	-	-	-
Salaries Reimbursed	314,000	314,000	314,000	314,000	1,256,000
Vehicle Towing & Other Impound	-	-	-	-	-
Office Supplies	1,325	1,325	1,325	1,325	5,300
Operating Supplies**	3,125	3,125	3,125	3,125	12,500
Printing and Reproduction	875	875	875	875	3,500
Safety Equipment	-	-	-	-	-
Auto Rental	-	-	-	-	-
Fuel and Lubricants	-	-	-	-	-
Events	6,750	6,750	6,750	6,750	27,000
Motor Pool Budget Rate	-	-	-	-	-
Repair Parts	-	-	-	-	-
Training	-	-	-	-	-
Travel	500	500	500	500	2,000
Mileage Reimbursed	-	-	-	-	-
Cellular Phone Expense	-	-	-	-	-
Electrical	-	-	-	-	-
Gas	-	-	-	-	-
Internet Service	975	975	975	975	3,900
Postage	450	450	450	450	1,800
Telephone	2,875	2,875	2,875	2,875	11,500
Water	-	-	-	-	-
Capitalized Equipment	-	-	-	-	-
Small Equipment (less than \$5,000)	2,000	2,000	2,000	2,000	8,000
Testing	-	-	-	-	-
Insurance - Flood	-	-	-	-	-
Insurance - General	15,000	15,000	15,000	15,000	60,000
Real Property Lease	-	-	-	-	-
Grants Expenditure	-	-	-	-	-
Unclassified Expenditures (necessary expenses)	2,250	2,250	2,250	2,250	9,000
Cash Over/Short	-	-	-	-	-
GRAND TOTAL OPERATING EXPENSES	417,324	417,325	417,324	417,327	1,669,300



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/14/2025

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 Valent Group, LLC 1110 Montlmar Drive Suite 400 Mobile AL 36609	CONTACT NAME: Deborah Aldrich Wood PHONE (A/C, No, Ext): (205) 262-2700 FAX (A/C, No): (205) 262-2701 E-MAIL ADDRESS: daldrich@valentgroup.com
INSURED Mobile Museum Board Inc dba The Museum of Mobile P.O. Box 2068 Mobile AL 36652	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insurance Company INSURER B: The Sheffield Fund/ACE American Insurance Co. INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 2025 Master REV1**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 ☐ PRO-JECT ☐ LOC OTHER:	Y		PHPK2698682-001	10/14/2025	10/14/2026	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
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			PHPK2698682-001	10/14/2025	10/14/2026	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 DED ☒ RETENTION \$ 10,000 ☒ OCCUR ☐ CLAIMS-MADE			PHUB915498-001	10/14/2025	10/14/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N	N/A		600-2025-24975-00 WC*	01/01/2025	12/31/2025	☒ PER STATUTE OTH-ER *HDOG48955940 EL 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)

If required by written contract, the Certificate Holder is named as additional insured as respects commercial general liability.

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile Attn: Real Estate Department P O Box 1827 Mobile AL 36633	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Deborah Aldrich</i>
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CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: March 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 Invasive Management Services Inc for storm drainage vegetation and debris removal - 4212 Carmel Drive North to Langan Park Lake.

Amount of Contract:

\$28,621.70

Funding Source

General fund

ATTACHMENTS:

1. 20260305 Invasive Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 10 March 2026
Date

Item No. _____

Submitted by: _____
Department

John Paine, Purchasing Agent

Department Head

Sponsored by: _____
Name

Spiro N. Cheriogotis

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 Invasive Management Services Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Invasive Management Services Inc for storm drainage
vegetation and debris removal - 4212 Carmel Drive North to Langan Park Lake.
General fund

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$28,621.70

FUNDING SOURCE:

Budget Item: See Requisitions

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: 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>8904</u>	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – 4212 CARMEL DRIVE NORTH TO LANGAN PARK LAKE (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	\$28,621.70	(295980) <u>INVASIVE</u> <u>MANAGEMENT</u> <u>SERVICES INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00008904-00 FY 2026 Acct No: 1000.40.20.2070.2096.2070.0000.0000.42155. Review: Buyer: Status: Approved
--	--

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Vendor
 INVASIVE MANAGEMENTSERVICES INC
 7920 SCHILLINGER PARK RD

Ship To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605
 ASHLEY.ADAMS@CITYOFMOBILE.ORG

MOBILE, AL 36608
 UNITED STATES

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
03/03/26	295980				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT #VEG-2026-2070-48 4212 CARMEL DR N TO LANGAN PARK LAKE Additional Description Notes DISTRICT 7	1.00 EACH	28621.70000	28621.70

1 1000.40.20.2070.2096.2070.0000.0000.42155. 28621.70

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 28621.70

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

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155.	28621.70	4245150.75
STORMWATER EXP		
DITCH MAINTENANCE		

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00008904-00 FY 2026 Acct No: 1000.40.20.2070.2096.2070.0000.0000.42155. Review: Buyer: Status: Approved
---	---

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Vendor INVASIVE MANAGEMENTSERVICES INC 7920 SCHILLINGER PARK RD MOBILE, AL 36608 UNITED STATES	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
03/03/26	295980				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
***** Approval/Conversion Info *****				
	Activity Date Clerk			Comment
	Approved 03/03/26 MATTHEW ANDERSON			
	Approved 03/03/26 SHONNDA SMITH			Auto approved by: 910516584
	Approved 03/03/26 CHERI BOUCHER			Auto approved by: 910516584
	Approved 03/03/26 DONALD ROSE			Auto approved by: 9105paij
	Approved 03/03/26 SANDRA LEWIS			Auto approved by: 9105paij
	Approved 03/03/26 STEVEN KRONINGER			Auto approved by: 9105paij
	Approved 03/03/26 SAMANTHA COOLEY			Auto approved by: 9105paij
	Approved 03/03/26 JAMES NEESE			Auto approved by: 9105paij
	Approved 03/03/26 PATRICIA KENNEDY-JONES			Auto approved by: 9105paij
	Approved 03/03/26 REBECCA CRUMPLER			Auto approved by: 9105paij
	Approved 03/03/26 ANNE FOLEY			Auto approved by: 9105paij
	Approved 03/03/26 JOHN PAINE			

Authorized By: _____ Date: _____
Signature

Company Name	Contact	Email Address	E-Verify	Insurance	COM BL	Vendor Number
A & D Cromwell Concrete	Anthony Cromwell	anthonymcromwell768@gmail.com	1768532	received	current	297588
Butler Company	James Butler	butler.servicesLLC@yahoo.com	1722021	Received	Current	297507
Gaines Utility	Jermaine Gaines	JERMAINEGAINES@GAINESUTILITY.COM	539447	Received	Current	295242
Godwin Land Solutions	Harris Godwin	GODWINLANDSOLUTIONS@GMAIL.COM	2923693	Received	Current	300080
H F Glaude	Jordan Glaude	H.FGLAUDECONSTRUCTION@GMAIL.COM	2928917	Received	Current	296705
Hughes 360	Ernest Hughes Jr.	HUGHES360SERVICES@GMAIL.COM	952551	Received	Current	297767
JJ Qualtiy Homes, LLC	Jerry Jones	MRJ.JONES251@GMAIL.COM	2925715	Received	Current	298831
Invasive Management	Hunter Lapointe	HUNTER@INVASIVEMANAGEMENT.COM	1421905	Received	Current	294197
Major League Landscape	Brandon Stokes	MAJORLEAGUELAND@YAHOO.COM	2926332	Received	Current	300091
Prime Professional Concrete	Micheal White	HOSEA_8668@YAHOO.COM	2383108	Received	Current	299670
TAG Homes	Thomas Galloway	TAGALLOWAY99@GMAIL.COM		Received	Current	300085
Safe Haven Co. LLC	Jaleen Hosea	HAVENHOSEA34@GMAIL.COM		Received GL onl	Current	300101
Scott Alan Construction	Matthew Stokes	MATTHEW@SCOTTALANCONSTRUCTION.COM	2546741	Received	Current	299758
Secure Land & Tree Southern	Brian Allen	SECURELANDTREE@YAHOO.COM	2924224	Received	Current	300087
Realty	Rashad Kiel	SOUTHERNREALTYMGMGROUP@GMAIL.COM	1650870	Received	Current	296787
Best Price Services LLC	Anthony Richardson	RichardsonAnthony45@gmail.com				



November 12, 2025

Project: 2026 Ditch Cleaning Program

Project Location: Various Locations

City of Mobile Public Works Department

The City of Mobile Public Works Department will hold a meeting with prospective contractors regarding its 2026 Ditch Cleaning Program. Contractors interested in participating in the program must be present on Monday, November 17, 2025, at the Levon C. Manzie Neighborhood Resource Center, 110 North Lafayette Street, at 3:00 p.m. The contractor must be present for the entire pre-meeting on November 17, 2025, to be eligible to participate in the program.

For more information, please contact Mr. Jason Donovan at (251) 208-1104 or by email at Jason.donovan@cityofmobile.org.



CITY OF MOBILE

REQUEST FOR QUOTE

__ - __ - 2025

The City of Mobile will receive a Quote Proposal for the following Project:

Project Name: **[Street Name]**
2026 Storm Drainage Ditch Cleaning

Project Location: **[PROJECT LOCATION]**
Mobile, AL

Project Number: VEG-2026-2070-00

A Quote Proposal for the above referenced Project will be received until 11:30 a.m. on **[__ - __ - 2025]** in the Public Services Department, 1900 Hurtel Street, Mobile, AL 36605. Quote Proposals may be submitted in person or mailed to the address indicated below. Quote Proposals will be reviewed by the Engineering Department and Public Services Department following the time established for receipt of the Quote Proposal.

All Quote Proposals should be placed in a sealed envelope with company's name and address in the top left-hand corner. The envelope should be addressed to the following:

**City of Mobile
ATTN: Jason Donovan
Public Services Department
1900 Hurtel Street
Mobile, Alabama 36605
2026 Storm Water Drainage Ditch Cleaning - Quote Proposal
Project No.: VEG-2026-2070-00**

For questions please contact: Jason Donovan (251) 421-6689 Jason.donovan@cityofmobile.org
Travis Dunn (251) 721-2994 travis.dunn@cityofmobile.org

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ITEM I

DEFINITIONS

The following terms and their definitions shall apply:

AGREEMENT - Whenever the word "AGREEMENT" is used it shall be held to mean the signed documents comprising this written Request for Quote from the Contractor and executed by the City of Mobile, setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Agreement includes the Definitions, Instructions to Contractors, Quote Proposal, Contract Forms and Contract Bonds, Specifications, Supplemental Specifications, Special Provisions, General and Detailed Plans, Construction Details, Articles of Agreement, 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.

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this "AGREEMENT" comprising this written Request for Quote from the Contractor and executed by the City of Mobile and any and all exhibits and attachments, setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity submitting a Quote Proposal and selected to perform any or all construction services.

INSPECTOR - An authorized representative of the CITY, assigned to make inspections of the PROJECT.

PROJECT – 2026 Storm Drainage Ditch Cleaning (**Location**), City of Mobile Public Services
Project No: VEG-2026-2070-00. This is for mowing and removing vegetation from various types of storm drainage ditches (See Exhibit A for locations.)

STANDARD SPECIFICATIONS - 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.

MUTCD - Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition

WORK – All of the activities required of the Contractor to perform the requirements of this Agreement in full.

QUOTE – The total cost for the Contractor to perform all work for the referenced Project in the Quote Proposal. The Quote is a stipulated sum provided by the Contractor to provide all work in full.

QUOTE PROPOSAL – The portion of this Agreement located in Item IV, including the total cost Quote for the Project.

PUBLIC SERVICES (PS) REPRESENTATIVE – An authorized representative of the city of mobile public services Dept. Authorized by the public services project manager.

ITEM II
INSTRUCTIONS TO CONTRACTORS

The service, term, location, and lump sum cost of the work are as set out in the Request for Quote.

Examination of Documents and Site: Before submitting a Quote Proposal, the Contractor shall carefully examine this Request for Quote, visit the site of the Work, fully inform themselves as to existing conditions and limitations, and include in the Quote Proposal a sum to cover the cost of all items required to perform the work in full. **The submission of the Quote Proposal will be considered as conclusive evidence that the Contractor has made such examination.**

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.

Requests for information (RFI's) shall be submitted in writing to the Public Services Project Manager no later than three (3) business days prior to the Quote Proposal Submittal date. Responses shall be in the form of a written Addendum and issued to all Contractors. Receipt of all addenda shall be acknowledged by all Contractors in the Request for Quote package. **Failure to acknowledge Addenda may result in disqualification of the Quote Proposal.**

All papers attached hereto in the Request for Quote Package shall be returned with the Quote Proposal Sheets attached.

This IS a tax-exempt project. Quote Proposals shall EXCLUDE all applicable sales and use taxes.

A City of Mobile Business License is required. It shall be current at the time of submitting a Quote Proposal and throughout the Agreement period.

The Contractor must be registered with the City of Mobile as a vendor. Registration can be found at: **<https://mobileselfservice.tylertech.com/Vendors/Registration/Default.aspx>**

The Contractor shall submit to the City of Mobile the following documents with the project Quote Proposal:

1. The ENTIRE Quote Proposal Package
2. Certificate of Insurance along with ALL endorsements in accordance with City of Mobile Insurance Requirements as described in Item V (Example in Exhibit B)
3. Proof of enrollment in the Federal E-Verify program (Exhibit C)

4. A Company W-9 Tax Form and Vendor Information Form (if not currently on file with the City of Mobile)
5. Accounting of Sales Tax Form (Item IX)

After the Quote Package has been approved by the City, a Purchase Order (PO) will be issued to the Contractor. Under no circumstances shall any work be performed prior to the issuance of the PO. **Once the PO is received, the Contractor shall contact the Public Services Project Manager (Jason Donovan) at 251-421-6689 or Jason.donovan@cityofmobile.org as well as Travis Dunn at (251) 721-2994 or travis.dunn@cityofmobile.gov in order to confirm the construction start date in writing.**

ITEM III
PROJECT SCOPE

Contractor shall exercise caution when performing work. Proper equipment shall be utilized as to not damage improved ditch sections (concrete ditch sections, gabion basket ditches, etc.). Contractor shall be responsible for repairing damages caused to ditch sections due to contractor negligence or improper use of equipment, at no cost to the City.

If ditches are overrun by vegetation, with no clearly established channel limits, a PS Representative will define the main flow line. The Contractor shall clear the vegetation within five (5) feet on each side of the flow line.

VEGETATION REMOVAL:

Contractor is responsible for the removal of living and dead vegetation within five (5) horizontal feet beyond the top of the ditch bank (see Typical Profiles on following pages) all work shall be done inside the existing easement. Nothing outside these boundaries is to be cut or removed by the Contractor unless otherwise approved or directed by the PS Representative. If unsure of the area, Contractor shall contact the PS Representative for clarification. Overhanging vegetation above ditches shall be cleared up to at least five feet from the bottom of the ditch. Ditches that are deeper than five feet shall be cleared of overhanging vegetation to the top edge of the ditch. The grass and vegetation shall be mowed to a height of 4" to 6". The contractor is responsible for trimming around concrete head walls and should be able to do so from the top of the ditch. Where work is conducted near a Right of Way, no vegetative debris will remain in the concrete or pavement area of the Right of Way after the work is completed or as directed by the P.S. representative. In the areas where the slope of an earthen ditch bank is greater than 1:1, the vegetation will be trimmed by the contractor up to and even with the top of the bank.

FIELD DOCUMENTATION:

The following documentation will be required to be maintained by the contractor:

1. Photos of the ditches, before and after vegetation removal.
2. Document, report, and photograph all ditch damage (ex. Concrete, Gabion, Washout ...), before and after vegetation removal.

ADDITIONAL REQUIREMENTS:

Prior to the start of construction, Contractors may be required to show in writing how they will accomplish their proposed bid.

ITEM IV
QUOTE PROPOSAL

Scope of Work:

Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies and equipment necessary to provide comprehensive ditch vegetation removal services as described below.

Removal of living and dead vegetation within the ditch and five (5) horizontal feet beyond the top of the ditch bank at [DITCH LOCATION], as shown in Exhibit A. Enclosed herein, the City has estimated the general location and total linear feet (LF) of ditch segments included in this project. Actual Field Conditions may vary. Contractor will provide unit and extended unit prices on the Quote Proposal Sheets. The total price quote based on the government estimated quantities will be used to set the price for award. Contractor will be required to document materials used when invoicing the city. Contractor will be paid the lump sum total price at the completion of the project, unless otherwise agreed to due to project size and complexity. If there is any work for which no pay item is provided, the cost will be considered incidental to the Project.

Company Name (Print):

Company Address:

City: _____ **State:** _____ **Zip Code:**

Owner Name (Print):

Owner Signature: _____ **Date:**

**Please complete and return with your Request for Quote package.
Also, attach Contractor's proof of insurance, and other items as listed in Item II.**

Quote Proposal sheet

City of Mobile

Public Services
Department

Location: [Approximate ditch location]

Quote Due By: [Date]

Project No: VEG-2026-2070-00

District: #

Description: Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.

Vegetation Removal

DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	TOTAL QUOTE
Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.		LF		 _____DOLLARS _____CENTS	

Total quote (written in words):

Number of working days to complete: 14

ITEM V

CERTIFICATE OF CONTRACTOR'S INSURANCE

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.

For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured***, and shall attach to this Agreement, as proof thereof and as, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama, stating the following:

The City of Mobile, its employees, agents, and all other indemnified parties shall be named as additional insureds on a primary and non-contributory basis for General Liability (including ongoing and completed operations), Automobile Liability, and Umbrella Liability, where required by written contract. A waiver of subrogation in favor of these parties shall apply to General Liability, Automobile Liability, Umbrella Liability, and Workers' Compensation, where required by written contract. The Workers' Compensation policy shall include an Alternate Employer Endorsement and shall provide thirty (30) days' prior written notice of cancellation, where required by written contract.

- 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

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless the City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

ITEM VI
SPECIAL PROVISIONS

1. Coordinate all work with the Program Manager of the City of Mobile Public Services Department. All Work shall be scheduled to minimize the disturbance and interruption of the flow of traffic and the public.

If needed (when working in the roadway or performing any activities that will affect traffic), the Contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. The Traffic Control Plan must be submitted at least two full working days prior to proceeding. Contractor shall assist motorists using paddles or flagging per the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) guidelines. See Exhibit E for additional information.

2. For all work performed under this Agreement, the Contractor shall use only skilled laborers. Laborers shall be properly supervised.
3. The City shall not prohibit the Contractor from performing the work described herein during a normal workday. For this provision a “normal workday” is defined as any business day between the hours of 7:30 a.m. and 5:00 p.m.
4. The Contractor shall ensure that the jobsite is clear and clean of debris at the end of each workday and at the completion of the project.
5. Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization, and assurances necessary to abide by the terms of this Agreement.
6. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be considered incidental to the project.

ITEM VII
ARTICLES OF AGREEMENT

ENTIRE AGREEMENT:

1. 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.

NO AGENCY RELATIONSHIP CREATED:

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

ASSERTION OF RIGHTS:

3. Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

NON-FUNDING CLAUSE:

4. The City of Mobile will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving thirty (30) days prior written notice documenting the lack of funding. The City will use reasonable efforts to ensure appropriated funds are available.

BREACH OF AGREEMENT:

5. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for work successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, 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.

TERMINATION:

6. The City or Contractor may terminate the Agreement upon thirty (30) days written notice. The City shall pay only for work executed and proven loss with respect to materials, equipment, tools and reasonable overhead. The City shall not be liable

for payment to the Contractor for lost profit or damages, as the result of its termination of the Agreement.

Notice from the City shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to ATTN: Jason Donovan, Public Services Program Manager, City of Mobile Public Services Department, 1900 Hurtel Street, Mobile, AL 36605.

AUTHORITY OF INSPECTORS:

7. The CITY may appoint such inspectors, assistants, or representatives as it 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.

PAYMENT:

8. The City will pay the Contractor for actual work performed in accordance with the following:
 - Payment will be made upon the satisfactory inspection, completion, and acceptance of the work as specified and verified by written statement from the City.
 - Payment will be based upon the total lump sum quoted price for the completed project, not based on unit prices.
 - An original signed invoice shall be submitted to the Public Services Department Program Manager for review and approval. This invoice shall be marked "FINAL ESTIMATE". It shall be emailed to travis.dunn@cityofmobile.gov (251-721-2994) **AND** Jason.donovan@cityofmobile.org (251-421-6689), and a hard copy should also be mailed to:

City of Mobile
Public Services Maintenance
Attn. Jason Donovan
Program Manager
1900 Hurtel Street
Mobile, Alabama 36605

NOTICES:

9. Notice for the City shall be mailed to:

City of Mobile
Public Services Maintenance
Attn. Jason Donovan,
Program Manager
1900 Hurtel Street
Mobile, Alabama 36605

EQUAL OPPORTUNITY:

10. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Service Contractors comply with the Equal Employment Opportunity laws and the provisions of the Project Documents in this regard.

The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on this and all other publicly solicited Quote Proposals.

COMPLIANCE WITH ALABAMA IMMIGRATION LAW:

11. By signing this Agreement, 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 agrees that he/she shall comply with all the requirements of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Alabama Code (1975) Section 31-13.1, et, seq., as amended by Act No. 2012-4-91. Compliance shall be evidenced by verification of enrollment in the E-Verify Program and documentation of enrollment shall be attached to this Agreement in Exhibit C and incorporated herein by reference.

BOYCOTT:

12. By signing this Quote Proposal, 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:

13. 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 this Agreement be awarded to socially and economically disadvantaged individuals and business entities.

GOVERNING LAW AND VENUE:

14. 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.

ITEM VIII
SUPPLEMENTAL SPECIFICATIONS

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 signpost 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 included in the project lump sum 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.

ITEM IX
REGULATORY REQUIREMENTS AND TAX EXEMPTIONS

A. DESCRIPTION OF REQUIREMENTS

1. This project is being quoted 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 on the Accounting of Sales Tax Form attached herein, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.
2. The Quote Proposal 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 Request for Proposal Package; 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 Documents including, in part, "Instructions to Contractors" and "Special Provisions". 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 Quote Proposal for the Work. No additional amount shall be added to the Agreement 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 Quote Proposal.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile

Date:

Name of Project: [Street Name]
2026 Storm Drainage Ditch Cleaning

Project Number: VEG-2026-2070-00

SALES TAX ACCOUNTING

Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the Quote Proposal form as follows:

BASE QUOTE

ESTIMATED SALES TAX AMOUNT

\$

\$

Failure to provide an accounting of sales tax shall render the Quote Proposal non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the Quote pricing nor be considered in the determination of a responsible and responsive Quote.

Legal Name of Contractor _____

Mailing Address _____

***By (Legal Signature)** _____

***Name (type or print)** _____ (Seal)

***Title** _____

Telephone Number _____

EXHIBIT A
LOCATION MAP(S) AND PHOTOS

Location Map

Location Photo	Location Photo
Location Photo	Location Photo

EXHIBIT B
CONTRACTORS INSURANCE
CERTIFICATION



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	INSURANCE WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE
	☐ CLAIMS-MADE ☐ OCCUR						PERMITS TO RENTED (Ea occurrence)
							MED EXP (Any one person)
							PERSONAL & ADV INJURY
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE
	☐ POLICY ☐ PROJECT ☐ LOC						PRODUCTS - COM/OP AGG
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	☐ ANY AUTO						BODILY INJURY (Per person)
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident)
	☐ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB	☐ OCCUR					EACH OCCURRENCE
	EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE
	DED ☐ RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y/N	N/A				E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE
							E.L. DISEASE - POLICY LIMIT

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

INSERT PROJECT NAME: Project Number 20xx-3005-xx

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER

CANCELLATION

City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared _____ (affiant) who,
being duly sworn says as follows:

President/CEO of: _____

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as _____ for _____ that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

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

I further attest that said _____ is enrolled in the E-Verify program.
The Company ID Number in the E-Verify program is as follows:

CEO of _____

Sworn to and subscribed before me this the _____ day of _____, 20____.

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

EXHIBIT D
RIGHT OF ENTRY AGREEMENT

RIGHT OF ENTRY AGREEMENT

This Right of Entry, ("Agreement") is entered into and effective as of the ____ day of _____ 20__ , by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of the State of Alabama (hereinafter, "City"), and:

Property Owner(s):

Mailing Address:

Property Address (if different):

(collectively referred to as "Owner").

RECITALS

WHEREAS, Owner is the lawful owner or authorized representative of the real property located at the address stated above ("the Premises"); and

WHEREAS the City has requested access to the Premises for the limited purpose of performing or facilitating the following work or activity:

Inspection, mowing, trimming, and removal of vegetation and debris within existing storm drainage ditches and easements, including associated documentation and incidental maintenance activities; and

WHEREAS Owner is willing to grant the City temporary access to the Premises subject to the terms and conditions set forth below.

AGREEMENT

1. Right of Entry.

The Owner hereby grants the City, its officers, employees, contractors, and authorized agents the right to enter the Premises at reasonable times for the limited purpose described above, including bringing personnel, vehicles, and equipment as necessary. This right shall extend only for the duration reasonably necessary to complete the activity described and shall not create or imply any permanent interest or easement in the Premises.

The work will be done in an orderly manner, and any property disturbed by the City will be returned to a condition substantially the same as it was on the date entry was granted upon the above-described property.

2. No Compensation.

Owner acknowledges and agrees that no compensation will be provided by the City in connection with the entry, inspection, or work performed unless otherwise agreed to in writing by the parties.

3. Entire Agreement.

This Agreement represents the entire agreement between the parties regarding the matters described herein and supersedes any prior oral or written understandings. No amendment or modification shall be valid unless in writing and signed by both parties.

4. Governing Law and Venue.

This Agreement shall be governed by the laws of the State of Alabama. Any dispute shall be resolved exclusively in the state or federal courts located in Mobile County, Alabama.

5. Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, legal representatives, successors, and assigns.

6. Photographic Documentation.

The City may take photographs or videos of the Premises during its access solely for documentation and public record purposes. Such materials may be retained and used by the City as needed, subject to applicable public records laws.

7. Records and Public Disclosure.

This Agreement and any records created in connection with the work may be subject to public disclosure in accordance with Alabama law, including the Alabama Open Records Act.

8. Emergency Access Carve-Out.

Nothing in this Agreement shall be construed to limit the City's right to enter the Premises without consent in cases of emergency or as otherwise authorized by law.

9. Environmental Conditions.

The City shall have no responsibility for pre-existing environmental conditions or contamination on the Premises. If environmental concerns are discovered during the work, the City may suspend activity until further evaluation is conducted.

10. Assumption of Risk.

Owner acknowledges that certain activities may pose inherent risks, including temporary disruption of access or minor damage to landscaping or surface features. Owner accepts such risks as reasonably incidental to the limited work authorized herein.

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

OWNER(S):

Signature:

Signature:

Print Name:

Print Name:

Date:

Date:

WITNESSED BY:

Signature:

Signature:

Print Name:

Print Name:

Address:

Address:

Date:

Date:

CITY OF MOBILE, ALABAMA

By:

Name:

Title:

Date:

EXHIBIT E
TRAFFIC CONTROL INFORMATION

Traffic Control Information

The Contractor shall be prepared to assist motorists with flagging operations per MUTCD guidelines, as required. Be aware that if work is being performed close to the roadway, but not actually in the road, that some flagging operations may be needed. This may be the case if motorists' line of sight is blocked due to equipment and/or concrete trucks.

If any construction activities will be performed in the roadway or will affect traffic, a Traffic Control Plan must be submitted by the Contractor to Butch Ladner in the City of Mobile Traffic Engineering Department at least two full working days prior to initiating work. The Traffic Control Plan must show site specific conditions including any cross streets and driveways that are within the traffic control zone. Butch Ladner may be contacted at (251) 208-2972 for questions, assistance, or to discuss traffic control requirements.

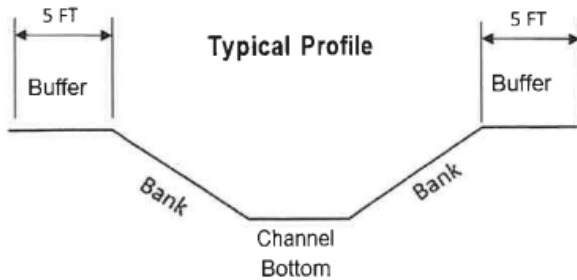
The MUTCD can be found at https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm.

If you are unfamiliar with MUTCD requirements, a local traffic control contractor may be of assistance in preparing a traffic control plan or renting equipment.

EXHIBIT F
DITCH MAINTENCE STANDARDS

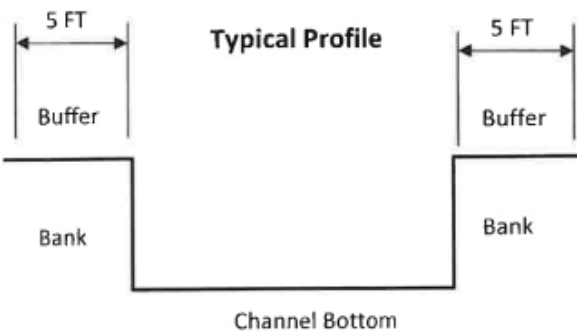
Ditch Maintenance Standards

Trapezoidal Ditch Maintenance Standards



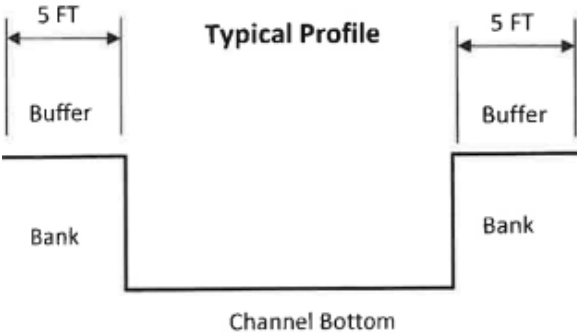
Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



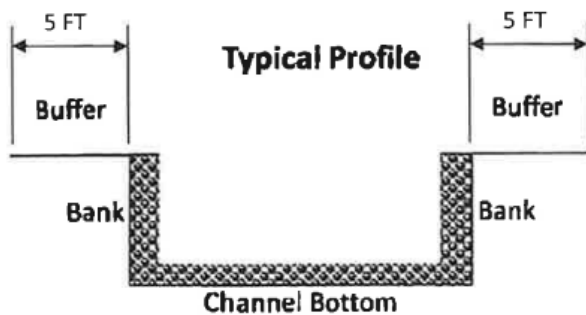
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



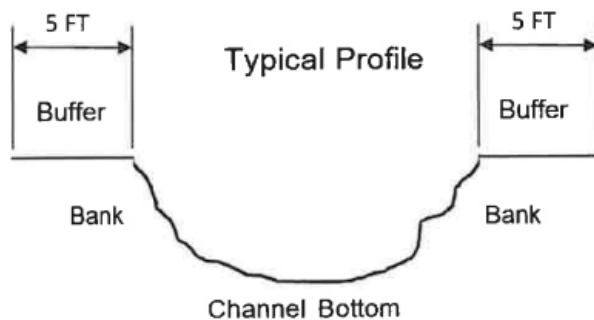
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Gabion Ditch Maintenance Standards



Note: This profile represents a typical Gabion ditch. Depth and buffer area varies.

Earthen Ditch Maintenance Standards



Note: This profile represents a typical Earthen ditch. Depth and buffer area varies.



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: March 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 Prime Professional Concrete Pumping & Finishing LLC for drainage vegetation and debris removal - 1712 Princeton Woods Dr E to 1800 Princeton Woods Dr E

Amount of Contract:

\$24,000.00

Funding Source

General fund.

ATTACHMENTS:

1. 20260302 Prime Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 10 March 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 Prime Professional Concrete Pumping & Finishing LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Prime Professional Concrete Pumping & Finishing LLC for drainage vegetation and debris removal - 1712 Princeton Woods Dr E to 1800 Princeton Woods Dr E.
General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$24,000.00

FUNDING SOURCE:

Budget Item: See Requisitions Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: 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>8540</u>	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – 1712 PRINCETON WOODS DRIVE EAST TO 1800 PRINCETON WOODS DRIVE EAST (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	\$24,000.00	<u>(299670) PRIME PROFESSIONAL CONCRETE PUMPING & FINISHING LLC.</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00008540-00 FY 2026 Acct No: 1000.40.20.2070.2096.2070.0000.0000.42155. Review: Buyer: Status: Approved
--	--

Page 1

Vendor PRIME PROFESSIONAL CONCRETE PUMPING & 6174 RIVER RUN CIRCLE THEODORE, AL 36582 Tel#2512983814	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
02/25/26	299670				PUBLIC SERVICES ADMINISTRAT

LN Description / Account	Qty	Unit Price	Net Price
001 2026 STORM DRAINAGE DITCH CLEANING PROJECT #VEG-2026-2070-45 1712 PRINCETON WOODS DR E TO 1800 PRINCETON WOODS DR E Additional Description Notes ----- DISTRICT 7	1.00 EACH	24000.00000	24000.00

1 1000.40.20.2070.2096.2070.0000.0000.42155.	24000.00
--	----------

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	24000.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155.		
STORMWATER EXP	24000.00	4347156.89
DITCH MAINTENANCE		

Company Name	Contact	Email Address	E-Verify	Insurance	COM BL	Vendor Number
A & D Cromwell Concrete	Anthony Cromwell	anthonymcromwell768@gmail.com	1768532	received	current	297588
Butler Company	James Butler	butler.servicesLLC@yahoo.com	1722021	Received	Current	297507
Gaines Utility	Jermaine Gaines	JERMAINEGAINES@GAINESUTILITY.COM	539447	Received	Current	295242
Godwin Land Solutions	Harris Godwin	GODWINLANDSOLUTIONS@GMAIL.COM	2923693	Received	Current	300080
H F Glaude	Jordan Glaude	H.FGLAUDECONSTRUCTION@GMAIL.COM	2928917	Received	Current	296705
Hughes 360	Ernest Hughes Jr.	HUGHES360SERVICES@GMAIL.COM	952551	Received	Current	297767
JJ Qualtiy Homes, LLC	Jerry Jones	MRJ.JONES251@GMAIL.COM	2925715	Received	Current	298831
Invasive Management	Hunter Lapointe	HUNTER@INVASIVEMANAGEMENT.COM	1421905	Received	Current	294197
Major League Landscape	Brandon Stokes	MAJORLEAGUELAND@YAHOO.COM	2926332	Received	Current	300091
Prime Professional Concrete	Micheal White	HOSEA_8668@YAHOO.COM	2383108	Received	Current	299670
TAG Homes	Thomas Galloway	TAGALLOWAY99@GMAIL.COM		Received	Current	300085
Safe Haven Co. LLC	Jaleen Hosea	HAVENHOSEA34@GMAIL.COM		Received GL onl	Current	300101
Scott Alan Construction	Matthew Stokes	MATTHEW@SCOTTALANCONSTRUCTION.COM	2546741	Received	Current	299758
Secure Land & Tree Southern	Brian Allen	SECURELANDTREE@YAHOO.COM	2924224	Received	Current	300087
Realty	Rashad Kiel	SOUTHERNREALTYMGMGROUP@GMAIL.COM	1650870	Received	Current	296787
Best Price Services LLC	Anthony Richardson	RichardsonAnthony45@gmail.com				



November 12, 2025

Project: 2026 Ditch Cleaning Program

Project Location: Various Locations

City of Mobile Public Works Department

The City of Mobile Public Works Department will hold a meeting with prospective contractors regarding its 2026 Ditch Cleaning Program. Contractors interested in participating in the program must be present on Monday, November 17, 2025, at the Levon C. Manzie Neighborhood Resource Center, 110 North Lafayette Street, at 3:00 p.m. The contractor must be present for the entire pre-meeting on November 17, 2025, to be eligible to participate in the program.

For more information, please contact Mr. Jason Donovan at (251) 208-1104 or by email at Jason.donovan@cityofmobile.org.



CITY OF MOBILE

REQUEST FOR QUOTE

__ - __ - 2025

The City of Mobile will receive a Quote Proposal for the following Project:

Project Name: **[Street Name]**
2026 Storm Drainage Ditch Cleaning

Project Location: **[PROJECT LOCATION]**
Mobile, AL

Project Number: **VEG-2026-2070-00**

A Quote Proposal for the above referenced Project will be received until 11:30 a.m. on **[__ - __ - 2025]** in the Public Services Department, 1900 Hurtel Street, Mobile, AL 36605. Quote Proposals may be submitted in person or mailed to the address indicated below. Quote Proposals will be reviewed by the Engineering Department and Public Services Department following the time established for receipt of the Quote Proposal.

All Quote Proposals should be placed in a sealed envelope with company's name and address in the top left-hand corner. The envelope should be addressed to the following:

**City of Mobile
ATTN: Jason Donovan
Public Services Department
1900 Hurtel Street
Mobile, Alabama 36605
2026 Storm Water Drainage Ditch Cleaning - Quote Proposal
Project No.: VEG-2026-2070-00**

For questions please contact: Jason Donovan (251) 421-6689 Jason.donovan@cityofmobile.org
Travis Dunn (251) 721-2994 travis.dunn@cityofmobile.org

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ITEM I

DEFINITIONS

The following terms and their definitions shall apply:

AGREEMENT - Whenever the word "AGREEMENT" is used it shall be held to mean the signed documents comprising this written Request for Quote from the Contractor and executed by the City of Mobile, setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Agreement includes the Definitions, Instructions to Contractors, Quote Proposal, Contract Forms and Contract Bonds, Specifications, Supplemental Specifications, Special Provisions, General and Detailed Plans, Construction Details, Articles of Agreement, 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.

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this "AGREEMENT" comprising this written Request for Quote from the Contractor and executed by the City of Mobile and any and all exhibits and attachments, setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity submitting a Quote Proposal and selected to perform any or all construction services.

INSPECTOR - An authorized representative of the CITY, assigned to make inspections of the PROJECT.

PROJECT – 2026 Storm Drainage Ditch Cleaning (**Location**), City of Mobile Public Services
Project No: VEG-2026-2070-00. This is for mowing and removing vegetation from various types of storm drainage ditches (See Exhibit A for locations.)

STANDARD SPECIFICATIONS - 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.

MUTCD - Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition

WORK – All of the activities required of the Contractor to perform the requirements of this Agreement in full.

QUOTE – The total cost for the Contractor to perform all work for the referenced Project in the Quote Proposal. The Quote is a stipulated sum provided by the Contractor to provide all work in full.

QUOTE PROPOSAL – The portion of this Agreement located in Item IV, including the total cost Quote for the Project.

PUBLIC SERVICES (PS) REPRESENTATIVE – An authorized representative of the city of mobile public services Dept. Authorized by the public services project manager.

ITEM II
INSTRUCTIONS TO CONTRACTORS

The service, term, location, and lump sum cost of the work are as set out in the Request for Quote.

Examination of Documents and Site: Before submitting a Quote Proposal, the Contractor shall carefully examine this Request for Quote, visit the site of the Work, fully inform themselves as to existing conditions and limitations, and include in the Quote Proposal a sum to cover the cost of all items required to perform the work in full. **The submission of the Quote Proposal will be considered as conclusive evidence that the Contractor has made such examination.**

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.

Requests for information (RFI's) shall be submitted in writing to the Public Services Project Manager no later than three (3) business days prior to the Quote Proposal Submittal date. Responses shall be in the form of a written Addendum and issued to all Contractors. Receipt of all addenda shall be acknowledged by all Contractors in the Request for Quote package. **Failure to acknowledge Addenda may result in disqualification of the Quote Proposal.**

All papers attached hereto in the Request for Quote Package shall be returned with the Quote Proposal Sheets attached.

This IS a tax-exempt project. Quote Proposals shall EXCLUDE all applicable sales and use taxes.

A City of Mobile Business License is required. It shall be current at the time of submitting a Quote Proposal and throughout the Agreement period.

The Contractor must be registered with the City of Mobile as a vendor. Registration can be found at: **<https://mobileselfservice.tylertech.com/Vendors/Registration/Default.aspx>**

The Contractor shall submit to the City of Mobile the following documents with the project Quote Proposal:

1. The ENTIRE Quote Proposal Package
2. Certificate of Insurance along with ALL endorsements in accordance with City of Mobile Insurance Requirements as described in Item V (Example in Exhibit B)
3. Proof of enrollment in the Federal E-Verify program (Exhibit C)

4. A Company W-9 Tax Form and Vendor Information Form (if not currently on file with the City of Mobile)
5. Accounting of Sales Tax Form (Item IX)

After the Quote Package has been approved by the City, a Purchase Order (PO) will be issued to the Contractor. Under no circumstances shall any work be performed prior to the issuance of the PO. **Once the PO is received, the Contractor shall contact the Public Services Project Manager (Jason Donovan) at 251-421-6689 or Jason.donovan@cityofmobile.org as well as Travis Dunn at (251) 721-2994 or travis.dunn@cityofmobile.gov in order to confirm the construction start date in writing.**

ITEM III
PROJECT SCOPE

Contractor shall exercise caution when performing work. Proper equipment shall be utilized as to not damage improved ditch sections (concrete ditch sections, gabion basket ditches, etc.). Contractor shall be responsible for repairing damages caused to ditch sections due to contractor negligence or improper use of equipment, at no cost to the City.

If ditches are overrun by vegetation, with no clearly established channel limits, a PS Representative will define the main flow line. The Contractor shall clear the vegetation within five (5) feet on each side of the flow line.

VEGETATION REMOVAL:

Contractor is responsible for the removal of living and dead vegetation within five (5) horizontal feet beyond the top of the ditch bank (see Typical Profiles on following pages) all work shall be done inside the existing easement. Nothing outside these boundaries is to be cut or removed by the Contractor unless otherwise approved or directed by the PS Representative. If unsure of the area, Contractor shall contact the PS Representative for clarification. Overhanging vegetation above ditches shall be cleared up to at least five feet from the bottom of the ditch. Ditches that are deeper than five feet shall be cleared of overhanging vegetation to the top edge of the ditch. The grass and vegetation shall be mowed to a height of 4" to 6". The contractor is responsible for trimming around concrete head walls and should be able to do so from the top of the ditch. Where work is conducted near a Right of Way, no vegetative debris will remain in the concrete or pavement area of the Right of Way after the work is completed or as directed by the P.S. representative. In the areas where the slope of an earthen ditch bank is greater than 1:1, the vegetation will be trimmed by the contractor up to and even with the top of the bank.

FIELD DOCUMENTATION:

The following documentation will be required to be maintained by the contractor:

1. Photos of the ditches, before and after vegetation removal.
2. Document, report, and photograph all ditch damage (ex. Concrete, Gabion, Washout ...), before and after vegetation removal.

ADDITIONAL REQUIREMENTS:

Prior to the start of construction, Contractors may be required to show in writing how they will accomplish their proposed bid.

ITEM IV
QUOTE PROPOSAL

Scope of Work:

Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies and equipment necessary to provide comprehensive ditch vegetation removal services as described below.

Removal of living and dead vegetation within the ditch and five (5) horizontal feet beyond the top of the ditch bank at [DITCH LOCATION], as shown in Exhibit A. Enclosed herein, the City has estimated the general location and total linear feet (LF) of ditch segments included in this project. Actual Field Conditions may vary. Contractor will provide unit and extended unit prices on the Quote Proposal Sheets. The total price quote based on the government estimated quantities will be used to set the price for award. Contractor will be required to document materials used when invoicing the city. Contractor will be paid the lump sum total price at the completion of the project, unless otherwise agreed to due to project size and complexity. If there is any work for which no pay item is provided, the cost will be considered incidental to the Project.

Company Name (Print):

Company Address:

City: _____ **State:** _____ **Zip Code:**

Owner Name (Print):

Owner Signature: _____ **Date:**

**Please complete and return with your Request for Quote package.
Also, attach Contractor's proof of insurance, and other items as listed in Item II.**

Quote Proposal sheet

City of Mobile

Public Services
Department

Location: [Approximate ditch location]

Quote Due By: [Date]

Project No: VEG-2026-2070-00

District: #

Description: Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.

Vegetation Removal

DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	TOTAL QUOTE
Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.		LF		 _____DOLLARS _____CENTS	

Total quote (written in words):

Number of working days to complete: 14

ITEM V

CERTIFICATE OF CONTRACTOR'S INSURANCE

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.

For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured***, and shall attach to this Agreement, as proof thereof and as, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama, stating the following:

The City of Mobile, its employees, agents, and all other indemnified parties shall be named as additional insureds on a primary and non-contributory basis for General Liability (including ongoing and completed operations), Automobile Liability, and Umbrella Liability, where required by written contract. A waiver of subrogation in favor of these parties shall apply to General Liability, Automobile Liability, Umbrella Liability, and Workers' Compensation, where required by written contract. The Workers' Compensation policy shall include an Alternate Employer Endorsement and shall provide thirty (30) days' prior written notice of cancellation, where required by written contract.

- 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

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless the City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

ITEM VI
SPECIAL PROVISIONS

1. Coordinate all work with the Program Manager of the City of Mobile Public Services Department. All Work shall be scheduled to minimize the disturbance and interruption of the flow of traffic and the public.

If needed (when working in the roadway or performing any activities that will affect traffic), the Contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. The Traffic Control Plan must be submitted at least two full working days prior to proceeding. Contractor shall assist motorists using paddles or flagging per the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) guidelines. See Exhibit E for additional information.

2. For all work performed under this Agreement, the Contractor shall use only skilled laborers. Laborers shall be properly supervised.
3. The City shall not prohibit the Contractor from performing the work described herein during a normal workday. For this provision a “normal workday” is defined as any business day between the hours of 7:30 a.m. and 5:00 p.m.
4. The Contractor shall ensure that the jobsite is clear and clean of debris at the end of each workday and at the completion of the project.
5. Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization, and assurances necessary to abide by the terms of this Agreement.
6. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be considered incidental to the project.

ITEM VII
ARTICLES OF AGREEMENT

ENTIRE AGREEMENT:

1. 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.

NO AGENCY RELATIONSHIP CREATED:

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

ASSERTION OF RIGHTS:

3. Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

NON-FUNDING CLAUSE:

4. The City of Mobile will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving thirty (30) days prior written notice documenting the lack of funding. The City will use reasonable efforts to ensure appropriated funds are available.

BREACH OF AGREEMENT:

5. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for work successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, 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.

TERMINATION:

6. The City or Contractor may terminate the Agreement upon thirty (30) days written notice. The City shall pay only for work executed and proven loss with respect to materials, equipment, tools and reasonable overhead. The City shall not be liable

for payment to the Contractor for lost profit or damages, as the result of its termination of the Agreement.

Notice from the City shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to ATTN: Jason Donovan, Public Services Program Manager, City of Mobile Public Services Department, 1900 Hurtel Street, Mobile, AL 36605.

AUTHORITY OF INSPECTORS:

7. The CITY may appoint such inspectors, assistants, or representatives as it 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.

PAYMENT:

8. The City will pay the Contractor for actual work performed in accordance with the following:
 - Payment will be made upon the satisfactory inspection, completion, and acceptance of the work as specified and verified by written statement from the City.
 - Payment will be based upon the total lump sum quoted price for the completed project, not based on unit prices.
 - An original signed invoice shall be submitted to the Public Services Department Program Manager for review and approval. This invoice shall be marked "FINAL ESTIMATE". It shall be emailed to travis.dunn@cityofmobile.gov (251-721-2994) **AND Jason.donovan@cityofmobile.org** (251-421-6689), and a hard copy should also be mailed to:

City of Mobile
Public Services Maintenance
Attn. Jason Donovan
Program Manager
1900 Hurtel Street
Mobile, Alabama 36605

NOTICES:

9. Notice for the City shall be mailed to:

City of Mobile
Public Services Maintenance
Attn. Jason Donovan,
Program Manager
1900 Hurtel Street
Mobile, Alabama 36605

EQUAL OPPORTUNITY:

10. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Service Contractors comply with the Equal Employment Opportunity laws and the provisions of the Project Documents in this regard.

The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on this and all other publicly solicited Quote Proposals.

COMPLIANCE WITH ALABAMA IMMIGRATION LAW:

11. By signing this Agreement, 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 agrees that he/she shall comply with all the requirements of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Alabama Code (1975) Section 31-13.1, et, seq., as amended by Act No. 2012-4-91. Compliance shall be evidenced by verification of enrollment in the E-Verify Program and documentation of enrollment shall be attached to this Agreement in Exhibit C and incorporated herein by reference.

BOYCOTT:

12. By signing this Quote Proposal, 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:

13. 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 this Agreement be awarded to socially and economically disadvantaged individuals and business entities.

GOVERNING LAW AND VENUE:

14. 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.

ITEM VIII
SUPPLEMENTAL SPECIFICATIONS

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 signpost 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 included in the project lump sum 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.

ITEM IX
REGULATORY REQUIREMENTS AND TAX EXEMPTIONS

A. DESCRIPTION OF REQUIREMENTS

1. This project is being quoted 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 on the Accounting of Sales Tax Form attached herein, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.
2. The Quote Proposal 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 Request for Proposal Package; 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 Documents including, in part, "Instructions to Contractors" and "Special Provisions". 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 Quote Proposal for the Work. No additional amount shall be added to the Agreement 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 Quote Proposal.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile

Date:

Name of Project: [Street Name]
2026 Storm Drainage Ditch Cleaning

Project Number: VEG-2026-2070-00

SALES TAX ACCOUNTING

Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the Quote Proposal form as follows:

BASE QUOTE

ESTIMATED SALES TAX AMOUNT

\$

\$

Failure to provide an accounting of sales tax shall render the Quote Proposal non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the Quote pricing nor be considered in the determination of a responsible and responsive Quote.

Legal Name of Contractor _____

Mailing Address _____

***By (Legal Signature)** _____

***Name (type or print)** _____ (Seal)

***Title** _____

Telephone Number _____

EXHIBIT A
LOCATION MAP(S) AND PHOTOS

Location Map

Location Photo	Location Photo
Location Photo	Location Photo

EXHIBIT B
CONTRACTORS INSURANCE
CERTIFICATION



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	INSURANCE WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR						EXCESS TO RENTED PREMISES (EA OCCURRENCE) \$
							MED. EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PROJECT ☐ LOC						PRODUCTS - COM/PROP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (EA ACCIDENT) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB	☐ OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE \$
	DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	☐ Y/N	N/A				PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

[INSERT PROJECT NAME: Project Number 20xx-3005-xx]

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared _____ (affiant) who,
being duly sworn says as follows:

President/CEO of: _____

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as _____ for _____ that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

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

I further attest that said _____ is enrolled in the E-Verify program.
The Company ID Number in the E-Verify program is as follows:

CEO of _____

Sworn to and subscribed before me this the _____ day of _____, 20____.

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

EXHIBIT D
RIGHT OF ENTRY AGREEMENT

RIGHT OF ENTRY AGREEMENT

This Right of Entry, ("Agreement") is entered into and effective as of the ____ day of _____ 20__ , by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of the State of Alabama (hereinafter, "City"), and:

Property Owner(s):

Mailing Address:

Property Address (if different):

(collectively referred to as "Owner").

RECITALS

WHEREAS, Owner is the lawful owner or authorized representative of the real property located at the address stated above ("the Premises"); and

WHEREAS the City has requested access to the Premises for the limited purpose of performing or facilitating the following work or activity:

Inspection, mowing, trimming, and removal of vegetation and debris within existing storm drainage ditches and easements, including associated documentation and incidental maintenance activities; and

WHEREAS Owner is willing to grant the City temporary access to the Premises subject to the terms and conditions set forth below.

AGREEMENT

1. Right of Entry.

The Owner hereby grants the City, its officers, employees, contractors, and authorized agents the right to enter the Premises at reasonable times for the limited purpose described above, including bringing personnel, vehicles, and equipment as necessary. This right shall extend only for the duration reasonably necessary to complete the activity described and shall not create or imply any permanent interest or easement in the Premises.

The work will be done in an orderly manner, and any property disturbed by the City will be returned to a condition substantially the same as it was on the date entry was granted upon the above-described property.

2. No Compensation.

Owner acknowledges and agrees that no compensation will be provided by the City in connection with the entry, inspection, or work performed unless otherwise agreed to in writing by the parties.

3. Entire Agreement.

This Agreement represents the entire agreement between the parties regarding the matters described herein and supersedes any prior oral or written understandings. No amendment or modification shall be valid unless in writing and signed by both parties.

4. Governing Law and Venue.

This Agreement shall be governed by the laws of the State of Alabama. Any dispute shall be resolved exclusively in the state or federal courts located in Mobile County, Alabama.

5. Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, legal representatives, successors, and assigns.

6. Photographic Documentation.

The City may take photographs or videos of the Premises during its access solely for documentation and public record purposes. Such materials may be retained and used by the City as needed, subject to applicable public records laws.

7. Records and Public Disclosure.

This Agreement and any records created in connection with the work may be subject to public disclosure in accordance with Alabama law, including the Alabama Open Records Act.

8. Emergency Access Carve-Out.

Nothing in this Agreement shall be construed to limit the City's right to enter the Premises without consent in cases of emergency or as otherwise authorized by law.

9. Environmental Conditions.

The City shall have no responsibility for pre-existing environmental conditions or contamination on the Premises. If environmental concerns are discovered during the work, the City may suspend activity until further evaluation is conducted.

10. Assumption of Risk.

Owner acknowledges that certain activities may pose inherent risks, including temporary disruption of access or minor damage to landscaping or surface features. Owner accepts such risks as reasonably incidental to the limited work authorized herein.

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

OWNER(S):

Signature:

Signature:

Print Name:

Print Name:

Date:

Date:

WITNESSED BY:

Signature:

Signature:

Print Name:

Print Name:

Address:

Address:

Date:

Date:

CITY OF MOBILE, ALABAMA

By:

Name:

Title:

Date:

EXHIBIT E
TRAFFIC CONTROL INFORMATION

Traffic Control Information

The Contractor shall be prepared to assist motorists with flagging operations per MUTCD guidelines, as required. Be aware that if work is being performed close to the roadway, but not actually in the road, that some flagging operations may be needed. This may be the case if motorists' line of sight is blocked due to equipment and/or concrete trucks.

If any construction activities will be performed in the roadway or will affect traffic, a Traffic Control Plan must be submitted by the Contractor to Butch Ladner in the City of Mobile Traffic Engineering Department at least two full working days prior to initiating work. The Traffic Control Plan must show site specific conditions including any cross streets and driveways that are within the traffic control zone. Butch Ladner may be contacted at (251) 208-2972 for questions, assistance, or to discuss traffic control requirements.

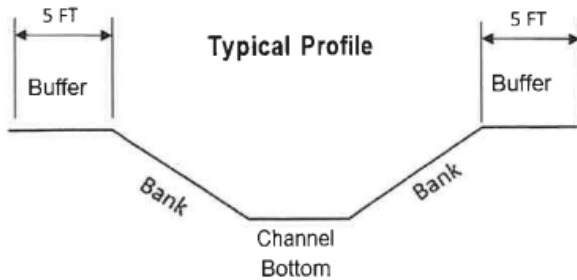
The MUTCD can be found at https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm.

If you are unfamiliar with MUTCD requirements, a local traffic control contractor may be of assistance in preparing a traffic control plan or renting equipment.

EXHIBIT F
DITCH MAINTENCE STANDARDS

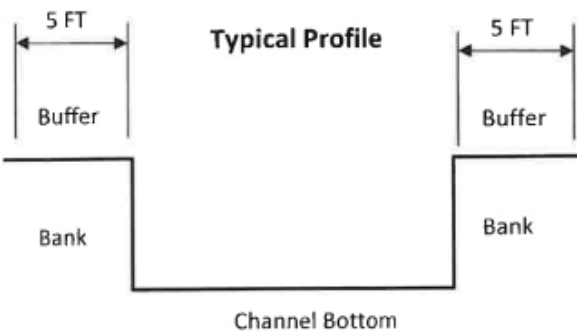
Ditch Maintenance Standards

Trapezoidal Ditch Maintenance Standards



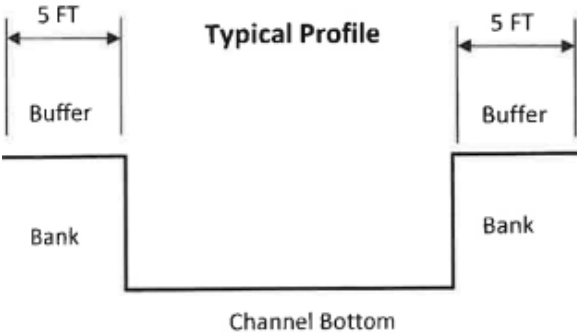
Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



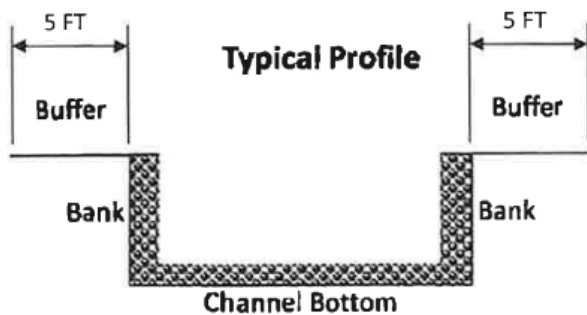
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



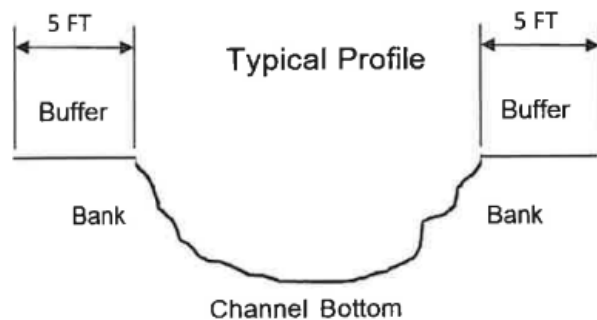
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Gabion Ditch Maintenance Standards



Note: This profile represents a typical Gabion ditch. Depth and buffer area varies.

Earthen Ditch Maintenance Standards



Note: This profile represents a typical Earthen ditch. Depth and buffer area varies.



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: March 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 drainage vegetation and debris removal - 6216 Waringwood Drive South to 600 Aaron Drive.

Amount of Contract:

\$21,100.00

Funding Source

General fund

ATTACHMENTS:

1. 20260302 Safe Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 10 March 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 drainage vegetation and debris
removal - 6216 Waringwood Drive South to 600 Aaron Drive..
General fund

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$21,100.00

FUNDING SOURCE:

Budget Item: See Requisitions

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: 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>8542</u>	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – 6216 WARINGWOOD DRIVE SOUTH TO 600 AARON DRIVE (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	\$21,100.00	<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 00008542-00 FY 2026 Acct No: 1000.40.20.2070.2096.2070.0000.0000.42155. Review: Buyer: Status: Approved	Page 1
--	--	--------

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
02/25/26	300101				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT #VEG-2026-2070-37 6216 WARINGWOOD DR S TO 600 AARON DR Additional Description Notes ----- DISTRICT 7	1.00 EACH	21100.00000	21100.00

1	1000.40.20.2070.2096.2070.0000.0000.42155.	21100.00
---	--	----------

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	21100.00
-------------------	----------

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

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155.	21100.00	4345666.99
STORMWATER EXP	DITCH MAINTENANCE	

Company Name	Contact	Email Address	E-Verify	Insurance	COM BL	Vendor Number
A & D Cromwell Concrete	Anthony Cromwell	anthonymcromwell768@gmail.com	1768532	received	current	297588
Butler Company	James Butler	butler.servicesLLC@yahoo.com	1722021	Received	Current	297507
Gaines Utility	Jermaine Gaines	JERMAINEGAINES@GAINESUTILITY.COM	539447	Received	Current	295242
Godwin Land Solutions	Harris Godwin	GODWINLANDSOLUTIONS@GMAIL.COM	2923693	Received	Current	300080
H F Glaude	Jordan Glaude	H.FGLAUDECONSTRUCTION@GMAIL.COM	2928917	Received	Current	296705
Hughes 360	Ernest Hughes Jr.	HUGHES360SERVICES@GMAIL.COM	952551	Received	Current	297767
JJ Qualtiy Homes, LLC	Jerry Jones	MRJ.JONES251@GMAIL.COM	2925715	Received	Current	298831
Invasive Management	Hunter Lapointe	HUNTER@INVASIVEMANAGEMENT.COM	1421905	Received	Current	294197
Major League Landscape	Brandon Stokes	MAJORLEAGUELAND@YAHOO.COM	2926332	Received	Current	300091
Prime Professional Concrete	Micheal White	HOSEA_8668@YAHOO.COM	2383108	Received	Current	299670
TAG Homes	Thomas Galloway	TAGALLOWAY99@GMAIL.COM		Received	Current	300085
Safe Haven Co. LLC	Jaleen Hosea	HAVENHOSEA34@GMAIL.COM		Received GL onl	Current	300101
Scott Alan Construction	Matthew Stokes	MATTHEW@SCOTTALANCONSTRUCTION.COM	2546741	Received	Current	299758
Secure Land & Tree Southern	Brian Allen	SECURELANDTREE@YAHOO.COM	2924224	Received	Current	300087
Realty	Rashad Kiel	SOUTHERNREALTYMGMGROUP@GMAIL.COM	1650870	Received	Current	296787
Best Price Services LLC	Anthony Richardson	RichardsonAnthony45@gmail.com				



November 12, 2025

Project: 2026 Ditch Cleaning Program

Project Location: Various Locations

City of Mobile Public Works Department

The City of Mobile Public Works Department will hold a meeting with prospective contractors regarding its 2026 Ditch Cleaning Program. Contractors interested in participating in the program must be present on Monday, November 17, 2025, at the Levon C. Manzie Neighborhood Resource Center, 110 North Lafayette Street, at 3:00 p.m. The contractor must be present for the entire pre-meeting on November 17, 2025, to be eligible to participate in the program.

For more information, please contact Mr. Jason Donovan at (251) 208-1104 or by email at Jason.donovan@cityofmobile.org.



CITY OF MOBILE

REQUEST FOR QUOTE

__ - __ - 2025

The City of Mobile will receive a Quote Proposal for the following Project:

Project Name: **[Street Name]**
2026 Storm Drainage Ditch Cleaning

Project Location: **[PROJECT LOCATION]**
Mobile, AL

Project Number: **VEG-2026-2070-00**

A Quote Proposal for the above referenced Project will be received until 11:30 a.m. on **[__ - __ - 2025]** in the Public Services Department, 1900 Hurtel Street, Mobile, AL 36605. Quote Proposals may be submitted in person or mailed to the address indicated below. Quote Proposals will be reviewed by the Engineering Department and Public Services Department following the time established for receipt of the Quote Proposal.

All Quote Proposals should be placed in a sealed envelope with company's name and address in the top left-hand corner. The envelope should be addressed to the following:

**City of Mobile
ATTN: Jason Donovan
Public Services Department
1900 Hurtel Street
Mobile, Alabama 36605
2026 Storm Water Drainage Ditch Cleaning - Quote Proposal
Project No.: VEG-2026-2070-00**

For questions please contact: Jason Donovan (251) 421-6689 Jason.donovan@cityofmobile.org
Travis Dunn (251) 721-2994 travis.dunn@cityofmobile.org

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LOCATION MAP(S) AND PHOTOS.....	EXHIBIT A
CONTRACTORS INSURANCE CERTIFICATION.....	EXHIBIT B
E-VERIFY AFFIDAVIT.....	EXHIBIT C
RIGHT OF ENTRY AGREEMENT.....	EXHIBIT D
TRAFFIC CONTROL INFORMATION.....	EXHIBIT E
DITCH MAINTENANCE STANDARDS.....	EXHIBIT F

ITEM I

DEFINITIONS

The following terms and their definitions shall apply:

AGREEMENT - Whenever the word "AGREEMENT" is used it shall be held to mean the signed documents comprising this written Request for Quote from the Contractor and executed by the City of Mobile, setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Agreement includes the Definitions, Instructions to Contractors, Quote Proposal, Contract Forms and Contract Bonds, Specifications, Supplemental Specifications, Special Provisions, General and Detailed Plans, Construction Details, Articles of Agreement, 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.

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this "AGREEMENT" comprising this written Request for Quote from the Contractor and executed by the City of Mobile and any and all exhibits and attachments, setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity submitting a Quote Proposal and selected to perform any or all construction services.

INSPECTOR - An authorized representative of the CITY, assigned to make inspections of the PROJECT.

PROJECT – 2026 Storm Drainage Ditch Cleaning (**Location**), City of Mobile Public Services
Project No: VEG-2026-2070-00. This is for mowing and removing vegetation from various types of storm drainage ditches (See Exhibit A for locations.)

STANDARD SPECIFICATIONS - 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.

MUTCD - Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition

WORK – All of the activities required of the Contractor to perform the requirements of this Agreement in full.

QUOTE – The total cost for the Contractor to perform all work for the referenced Project in the Quote Proposal. The Quote is a stipulated sum provided by the Contractor to provide all work in full.

QUOTE PROPOSAL – The portion of this Agreement located in Item IV, including the total cost Quote for the Project.

PUBLIC SERVICES (PS) REPRESENTATIVE – An authorized representative of the city of mobile public services Dept. Authorized by the public services project manager.

ITEM II
INSTRUCTIONS TO CONTRACTORS

The service, term, location, and lump sum cost of the work are as set out in the Request for Quote.

Examination of Documents and Site: Before submitting a Quote Proposal, the Contractor shall carefully examine this Request for Quote, visit the site of the Work, fully inform themselves as to existing conditions and limitations, and include in the Quote Proposal a sum to cover the cost of all items required to perform the work in full. **The submission of the Quote Proposal will be considered as conclusive evidence that the Contractor has made such examination.**

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.

Requests for information (RFI's) shall be submitted in writing to the Public Services Project Manager no later than three (3) business days prior to the Quote Proposal Submittal date. Responses shall be in the form of a written Addendum and issued to all Contractors. Receipt of all addenda shall be acknowledged by all Contractors in the Request for Quote package. **Failure to acknowledge Addenda may result in disqualification of the Quote Proposal.**

All papers attached hereto in the Request for Quote Package shall be returned with the Quote Proposal Sheets attached.

This IS a tax-exempt project. Quote Proposals shall EXCLUDE all applicable sales and use taxes.

A City of Mobile Business License is required. It shall be current at the time of submitting a Quote Proposal and throughout the Agreement period.

The Contractor must be registered with the City of Mobile as a vendor. Registration can be found at: **<https://mobileselfservice.tylertech.com/Vendors/Registration/Default.aspx>**

The Contractor shall submit to the City of Mobile the following documents with the project Quote Proposal:

1. The ENTIRE Quote Proposal Package
2. Certificate of Insurance along with ALL endorsements in accordance with City of Mobile Insurance Requirements as described in Item V (Example in Exhibit B)
3. Proof of enrollment in the Federal E-Verify program (Exhibit C)

4. A Company W-9 Tax Form and Vendor Information Form (if not currently on file with the City of Mobile)
5. Accounting of Sales Tax Form (Item IX)

After the Quote Package has been approved by the City, a Purchase Order (PO) will be issued to the Contractor. Under no circumstances shall any work be performed prior to the issuance of the PO. **Once the PO is received, the Contractor shall contact the Public Services Project Manager (Jason Donovan) at 251-421-6689 or Jason.donovan@cityofmobile.org as well as Travis Dunn at (251) 721-2994 or travis.dunn@cityofmobile.gov in order to confirm the construction start date in writing.**

ITEM III
PROJECT SCOPE

Contractor shall exercise caution when performing work. Proper equipment shall be utilized as to not damage improved ditch sections (concrete ditch sections, gabion basket ditches, etc.). Contractor shall be responsible for repairing damages caused to ditch sections due to contractor negligence or improper use of equipment, at no cost to the City.

If ditches are overrun by vegetation, with no clearly established channel limits, a PS Representative will define the main flow line. The Contractor shall clear the vegetation within five (5) feet on each side of the flow line.

VEGETATION REMOVAL:

Contractor is responsible for the removal of living and dead vegetation within five (5) horizontal feet beyond the top of the ditch bank (see Typical Profiles on following pages) all work shall be done inside the existing easement. Nothing outside these boundaries is to be cut or removed by the Contractor unless otherwise approved or directed by the PS Representative. If unsure of the area, Contractor shall contact the PS Representative for clarification. Overhanging vegetation above ditches shall be cleared up to at least five feet from the bottom of the ditch. Ditches that are deeper than five feet shall be cleared of overhanging vegetation to the top edge of the ditch. The grass and vegetation shall be mowed to a height of 4" to 6". The contractor is responsible for trimming around concrete head walls and should be able to do so from the top of the ditch. Where work is conducted near a Right of Way, no vegetative debris will remain in the concrete or pavement area of the Right of Way after the work is completed or as directed by the P.S. representative. In the areas where the slope of an earthen ditch bank is greater than 1:1, the vegetation will be trimmed by the contractor up to and even with the top of the bank.

FIELD DOCUMENTATION:

The following documentation will be required to be maintained by the contractor:

1. Photos of the ditches, before and after vegetation removal.
2. Document, report, and photograph all ditch damage (ex. Concrete, Gabion, Washout ...), before and after vegetation removal.

ADDITIONAL REQUIREMENTS:

Prior to the start of construction, Contractors may be required to show in writing how they will accomplish their proposed bid.

ITEM IV
QUOTE PROPOSAL

Scope of Work:

Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies and equipment necessary to provide comprehensive ditch vegetation removal services as described below.

Removal of living and dead vegetation within the ditch and five (5) horizontal feet beyond the top of the ditch bank at [DITCH LOCATION], as shown in Exhibit A. Enclosed herein, the City has estimated the general location and total linear feet (LF) of ditch segments included in this project. Actual Field Conditions may vary. Contractor will provide unit and extended unit prices on the Quote Proposal Sheets. The total price quote based on the government estimated quantities will be used to set the price for award. Contractor will be required to document materials used when invoicing the city. Contractor will be paid the lump sum total price at the completion of the project, unless otherwise agreed to due to project size and complexity. If there is any work for which no pay item is provided, the cost will be considered incidental to the Project.

Company Name (Print):

Company Address:

City: _____ **State:** _____ **Zip Code:**

Owner Name (Print):

Owner Signature: _____ **Date:**

**Please complete and return with your Request for Quote package.
Also, attach Contractor's proof of insurance, and other items as listed in Item II.**

Quote Proposal sheet

City of Mobile

Public Services
Department

Location: [Approximate ditch location]

Quote Due By: [Date]

Project No: VEG-2026-2070-00

District: #

Description: Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.

Vegetation Removal

DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	TOTAL QUOTE
Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.		LF		DOLLARS CENTS	

Total quote (written in words):

Number of working days to complete: 14

ITEM V

CERTIFICATE OF CONTRACTOR'S INSURANCE

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.

For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured***, and shall attach to this Agreement, as proof thereof and as, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama, stating the following:

The City of Mobile, its employees, agents, and all other indemnified parties shall be named as additional insureds on a primary and non-contributory basis for General Liability (including ongoing and completed operations), Automobile Liability, and Umbrella Liability, where required by written contract. A waiver of subrogation in favor of these parties shall apply to General Liability, Automobile Liability, Umbrella Liability, and Workers' Compensation, where required by written contract. The Workers' Compensation policy shall include an Alternate Employer Endorsement and shall provide thirty (30) days' prior written notice of cancellation, where required by written contract.

- 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

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless the City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

ITEM VI
SPECIAL PROVISIONS

1. Coordinate all work with the Program Manager of the City of Mobile Public Services Department. All Work shall be scheduled to minimize the disturbance and interruption of the flow of traffic and the public.

If needed (when working in the roadway or performing any activities that will affect traffic), the Contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. The Traffic Control Plan must be submitted at least two full working days prior to proceeding. Contractor shall assist motorists using paddles or flagging per the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) guidelines. See Exhibit E for additional information.

2. For all work performed under this Agreement, the Contractor shall use only skilled laborers. Laborers shall be properly supervised.
3. The City shall not prohibit the Contractor from performing the work described herein during a normal workday. For this provision a “normal workday” is defined as any business day between the hours of 7:30 a.m. and 5:00 p.m.
4. The Contractor shall ensure that the jobsite is clear and clean of debris at the end of each workday and at the completion of the project.
5. Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization, and assurances necessary to abide by the terms of this Agreement.
6. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be considered incidental to the project.

ITEM VII
ARTICLES OF AGREEMENT

ENTIRE AGREEMENT:

1. 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.

NO AGENCY RELATIONSHIP CREATED:

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

ASSERTION OF RIGHTS:

3. Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

NON-FUNDING CLAUSE:

4. The City of Mobile will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving thirty (30) days prior written notice documenting the lack of funding. The City will use reasonable efforts to ensure appropriated funds are available.

BREACH OF AGREEMENT:

5. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for work successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, 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.

TERMINATION:

6. The City or Contractor may terminate the Agreement upon thirty (30) days written notice. The City shall pay only for work executed and proven loss with respect to materials, equipment, tools and reasonable overhead. The City shall not be liable

for payment to the Contractor for lost profit or damages, as the result of its termination of the Agreement.

Notice from the City shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to ATTN: Jason Donovan, Public Services Program Manager, City of Mobile Public Services Department, 1900 Hurtel Street, Mobile, AL 36605.

AUTHORITY OF INSPECTORS:

7. The CITY may appoint such inspectors, assistants, or representatives as it 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.

PAYMENT:

8. The City will pay the Contractor for actual work performed in accordance with the following:
 - Payment will be made upon the satisfactory inspection, completion, and acceptance of the work as specified and verified by written statement from the City.
 - Payment will be based upon the total lump sum quoted price for the completed project, not based on unit prices.
 - An original signed invoice shall be submitted to the Public Services Department Program Manager for review and approval. This invoice shall be marked "FINAL ESTIMATE". It shall be emailed to travis.dunn@cityofmobile.gov (251-721-2994) **AND Jason.donovan@cityofmobile.org** (251-421-6689), and a hard copy should also be mailed to:

City of Mobile
Public Services Maintenance
Attn. Jason Donovan
Program Manager
1900 Hurtel Street
Mobile, Alabama 36605

NOTICES:

9. Notice for the City shall be mailed to:

City of Mobile
Public Services Maintenance
Attn. Jason Donovan,
Program Manager
1900 Hurtel Street
Mobile, Alabama 36605

EQUAL OPPORTUNITY:

10. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Service Contractors comply with the Equal Employment Opportunity laws and the provisions of the Project Documents in this regard.

The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on this and all other publicly solicited Quote Proposals.

COMPLIANCE WITH ALABAMA IMMIGRATION LAW:

11. By signing this Agreement, 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 agrees that he/she shall comply with all the requirements of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Alabama Code (1975) Section 31-13.1, et, seq., as amended by Act No. 2012-4-91. Compliance shall be evidenced by verification of enrollment in the E-Verify Program and documentation of enrollment shall be attached to this Agreement in Exhibit C and incorporated herein by reference.

BOYCOTT:

12. By signing this Quote Proposal, 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:

13. 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 this Agreement be awarded to socially and economically disadvantaged individuals and business entities.

GOVERNING LAW AND VENUE:

14. 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.

ITEM VIII
SUPPLEMENTAL SPECIFICATIONS

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 signpost 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 included in the project lump sum 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.

ITEM IX
REGULATORY REQUIREMENTS AND TAX EXEMPTIONS

A. DESCRIPTION OF REQUIREMENTS

1. This project is being quoted 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 on the Accounting of Sales Tax Form attached herein, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.
2. The Quote Proposal 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 Request for Proposal Package; 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 Documents including, in part, "Instructions to Contractors" and "Special Provisions". 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 Quote Proposal for the Work. No additional amount shall be added to the Agreement 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 Quote Proposal.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile

Date:

Name of Project: [Street Name]
2026 Storm Drainage Ditch Cleaning

Project Number: VEG-2026-2070-00

SALES TAX ACCOUNTING

Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the Quote Proposal form as follows:

BASE QUOTE

ESTIMATED SALES TAX AMOUNT

\$

\$

Failure to provide an accounting of sales tax shall render the Quote Proposal non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the Quote pricing nor be considered in the determination of a responsible and responsive Quote.

Legal Name of Contractor _____

Mailing Address _____

*By (Legal Signature) _____

*Name (type or print) _____ (Seal)

*Title _____

Telephone Number _____

EXHIBIT A
LOCATION MAP(S) AND PHOTOS

Location Map

Location Photo	Location Photo
Location Photo	Location Photo

EXHIBIT B
CONTRACTORS INSURANCE
CERTIFICATION



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	INSURANCE WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR						EXCESS TO RENTED PREMISES (EA OCCURRENCE) \$
							MED. EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PROJECT ☐ LOC						PRODUCTS - COM/PROP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (EA accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB	☐ OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE \$
	DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	☐ Y/N	N/A				PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

INSERT PROJECT NAME: Project Number 20xx-3005-xx

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER

CANCELLATION

City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared _____ (affiant) who,
being duly sworn says as follows:

President/CEO of: _____

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as _____ for _____ that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

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

I further attest that said _____ is enrolled in the E-Verify program.
The Company ID Number in the E-Verify program is as follows:

CEO of _____

Sworn to and subscribed before me this the _____ day of _____, 20____.

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

EXHIBIT D
RIGHT OF ENTRY AGREEMENT

RIGHT OF ENTRY AGREEMENT

This Right of Entry, ("Agreement") is entered into and effective as of the ____ day of _____ 20__ , by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of the State of Alabama (hereinafter, "City"), and:

Property Owner(s):

Mailing Address:

Property Address (if different):

(collectively referred to as "Owner").

RECITALS

WHEREAS, Owner is the lawful owner or authorized representative of the real property located at the address stated above ("the Premises"); and

WHEREAS the City has requested access to the Premises for the limited purpose of performing or facilitating the following work or activity:

Inspection, mowing, trimming, and removal of vegetation and debris within existing storm drainage ditches and easements, including associated documentation and incidental maintenance activities; and

WHEREAS Owner is willing to grant the City temporary access to the Premises subject to the terms and conditions set forth below.

AGREEMENT

1. Right of Entry.

The Owner hereby grants the City, its officers, employees, contractors, and authorized agents the right to enter the Premises at reasonable times for the limited purpose described above, including bringing personnel, vehicles, and equipment as necessary. This right shall extend only for the duration reasonably necessary to complete the activity described and shall not create or imply any permanent interest or easement in the Premises.

The work will be done in an orderly manner, and any property disturbed by the City will be returned to a condition substantially the same as it was on the date entry was granted upon the above-described property.

2. No Compensation.

Owner acknowledges and agrees that no compensation will be provided by the City in connection with the entry, inspection, or work performed unless otherwise agreed to in writing by the parties.

3. Entire Agreement.

This Agreement represents the entire agreement between the parties regarding the matters described herein and supersedes any prior oral or written understandings. No amendment or modification shall be valid unless in writing and signed by both parties.

4. Governing Law and Venue.

This Agreement shall be governed by the laws of the State of Alabama. Any dispute shall be resolved exclusively in the state or federal courts located in Mobile County, Alabama.

5. Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, legal representatives, successors, and assigns.

6. Photographic Documentation.

The City may take photographs or videos of the Premises during its access solely for documentation and public record purposes. Such materials may be retained and used by the City as needed, subject to applicable public records laws.

7. Records and Public Disclosure.

This Agreement and any records created in connection with the work may be subject to public disclosure in accordance with Alabama law, including the Alabama Open Records Act.

8. Emergency Access Carve-Out.

Nothing in this Agreement shall be construed to limit the City's right to enter the Premises without consent in cases of emergency or as otherwise authorized by law.

9. Environmental Conditions.

The City shall have no responsibility for pre-existing environmental conditions or contamination on the Premises. If environmental concerns are discovered during the work, the City may suspend activity until further evaluation is conducted.

10. Assumption of Risk.

Owner acknowledges that certain activities may pose inherent risks, including temporary disruption of access or minor damage to landscaping or surface features. Owner accepts such risks as reasonably incidental to the limited work authorized herein.

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

OWNER(S):

Signature:

Signature:

Print Name:

Print Name:

Date:

Date:

WITNESSED BY:

Signature:

Signature:

Print Name:

Print Name:

Address:

Address:

Date:

Date:

CITY OF MOBILE, ALABAMA

By:

Name:

Title:

Date:

EXHIBIT E
TRAFFIC CONTROL INFORMATION

Traffic Control Information

The Contractor shall be prepared to assist motorists with flagging operations per MUTCD guidelines, as required. Be aware that if work is being performed close to the roadway, but not actually in the road, that some flagging operations may be needed. This may be the case if motorists' line of sight is blocked due to equipment and/or concrete trucks.

If any construction activities will be performed in the roadway or will affect traffic, a Traffic Control Plan must be submitted by the Contractor to Butch Ladner in the City of Mobile Traffic Engineering Department at least two full working days prior to initiating work. The Traffic Control Plan must show site specific conditions including any cross streets and driveways that are within the traffic control zone. Butch Ladner may be contacted at (251) 208-2972 for questions, assistance, or to discuss traffic control requirements.

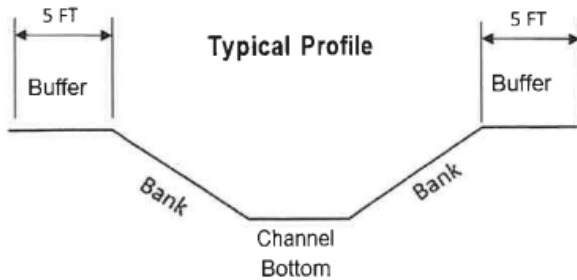
The MUTCD can be found at https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm.

If you are unfamiliar with MUTCD requirements, a local traffic control contractor may be of assistance in preparing a traffic control plan or renting equipment.

EXHIBIT F
DITCH MAINTENCE STANDARDS

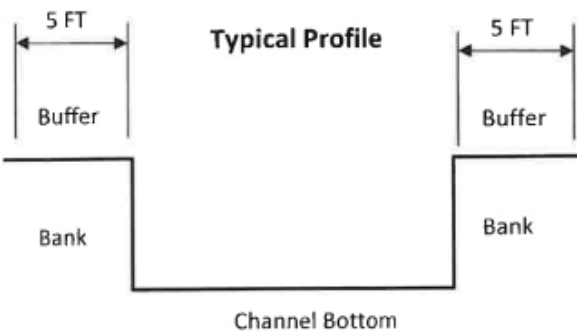
Ditch Maintenance Standards

Trapezoidal Ditch Maintenance Standards



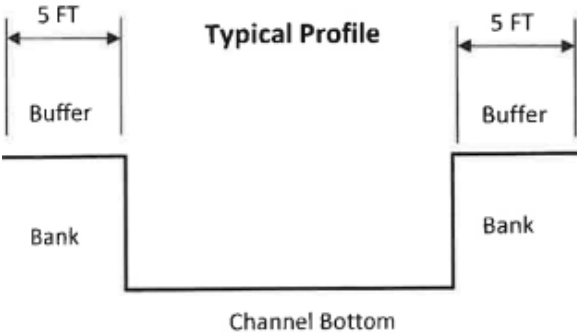
Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



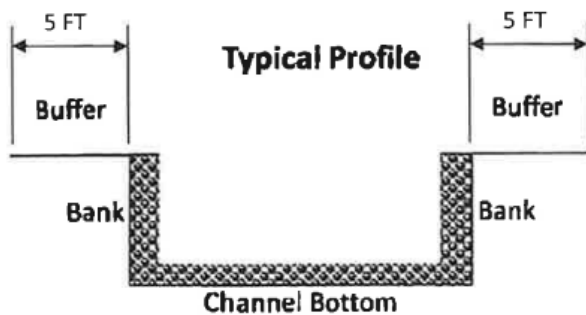
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



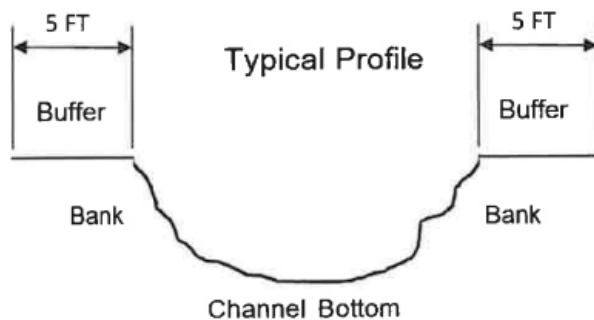
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Gabion Ditch Maintenance Standards



Note: This profile represents a typical Gabion ditch. Depth and buffer area varies.

Earthen Ditch Maintenance Standards



Note: This profile represents a typical Earthen ditch. Depth and buffer area varies.



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: March 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 Southern Realty Management Group, LLC for drainage vegetation and debris removal - 2801 Gill Road and Armond Drive to 2778 Clubhouse Drive.

Amount of Contract:

\$28,850.00

Funding Source

General fund

ATTACHMENTS:

1. 20260302 Southern Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 10 March 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 Southern Realty Management Group, LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Southern Realty Management Group, LLC for drainage
vegetation and debris removal - 2801 Gill Road and Armond Drive to 2778 Clubhouse Drive.
General fund

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$28,850.00

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>8457</u>	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – 2801 GILL ROAD AND ARMOND DRIVE TO 2778 CLUBHOUSE DRIVE (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	\$28,850.00	(<u>296787</u>) <u>SOUTHERN REALTY MANAGEMENT GROUP, LLC</u>

Adopted:

City Clerk

=====	
Bill To	Requisition 00008457-00 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
SOUTHERN REALTY MANAGEMENT GROUP, LLC	PUBLIC WORKS ADMIN.
217 HERITAGE CIR	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
MOBILE, AL 36608	ASHLEY.ADAMS@CITYOFMOBILE.ORG

Deliver To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department

02/23/26	296787				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT #VEG-2026-2070-43 2801 GILL RD - ARMOND DR - 2778 CLUBHOUSE DR Additional Description Notes ----- DISTRICT 3	1.00 EACH	28850.00000	28850.00

1	1000.40.20.2070.2096.2070.0000.0000.42155.	28850.00
---	--	----------

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	28850.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155.		
STORMWATER EXP	28850.00	4327957.05
DITCH MAINTENANCE		

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00008457-00 FY 2026 Acct No: 1000.40.20.2070.2096.2070.0000.0000.42155. Review: Buyer: Status: Approved
---	---

Page 2

Vendor SOUTHERN REALTY MANAGEMENT GROUP, LLC 217 HERITAGE CIR MOBILE, AL 36608	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
02/23/26	296787				PUBLIC SERVICES ADMINISTRAT

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

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

Activity	Date	Clerk	Comment
Approved	02/27/26	MATTHEW ANDERSON	
Approved	02/27/26	SHONNDA SMITH	Auto approved by: 910516584
Approved	02/27/26	CHERI BOUCHER	Auto approved by: 910516584
Approved	02/27/26	DONALD ROSE	Auto approved by: 9105paij
Approved	02/27/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	02/27/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	02/27/26	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	02/27/26	JAMES NEESE	Auto approved by: 9105paij
Approved	02/27/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	02/27/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	02/27/26	ANNE FOLEY	Auto approved by: 9105paij
Approved	02/27/26	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

Company Name	Contact	Email Address	E-Verify	Insurance	COM BL	Vendor Number
A & D Cromwell Concrete	Anthony Cromwell	anthonymcromwell768@gmail.com	1768532	received	current	297588
Butler Company	James Butler	butler.servicesLLC@yahoo.com	1722021	Received	Current	297507
Gaines Utility	Jermaine Gaines	JERMAINEGAINES@GAINESUTILITY.COM	539447	Received	Current	295242
Godwin Land Solutions	Harris Godwin	GODWINLANDSOLUTIONS@GMAIL.COM	2923693	Received	Current	300080
H F Glaude	Jordan Glaude	H.FGLAUDECONSTRUCTION@GMAIL.COM	2928917	Received	Current	296705
Hughes 360	Ernest Hughes Jr.	HUGHES360SERVICES@GMAIL.COM	952551	Received	Current	297767
JJ Qualtiy Homes, LLC	Jerry Jones	MRJ.JONES251@GMAIL.COM	2925715	Received	Current	298831
Invasive Management	Hunter Lapointe	HUNTER@INVASIVEMANAGEMENT.COM	1421905	Received	Current	294197
Major League Landscape	Brandon Stokes	MAJORLEAGUELAND@YAHOO.COM	2926332	Received	Current	300091
Prime Professional Concrete	Micheal White	HOSEA_8668@YAHOO.COM	2383108	Received	Current	299670
TAG Homes	Thomas Galloway	TAGALLOWAY99@GMAIL.COM		Received	Current	300085
Safe Haven Co. LLC	Jaleen Hosea	HAVENHOSEA34@GMAIL.COM		Received GL onl	Current	300101
Scott Alan Construction	Matthew Stokes	MATTHEW@SCOTTALANCONSTRUCTION.COM	2546741	Received	Current	299758
Secure Land & Tree Southern	Brian Allen	SECURELANDTREE@YAHOO.COM	2924224	Received	Current	300087
Realty	Rashad Kiel	SOUTHERNREALTYMGMGROUP@GMAIL.COM	1650870	Received	Current	296787
Best Price Services LLC	Anthony Richardson	RichardsonAnthony45@gmail.com				



November 12, 2025

Project: 2026 Ditch Cleaning Program

Project Location: Various Locations

City of Mobile Public Works Department

The City of Mobile Public Works Department will hold a meeting with prospective contractors regarding its 2026 Ditch Cleaning Program. Contractors interested in participating in the program must be present on Monday, November 17, 2025, at the Levon C. Manzie Neighborhood Resource Center, 110 North Lafayette Street, at 3:00 p.m. The contractor must be present for the entire pre-meeting on November 17, 2025, to be eligible to participate in the program.

For more information, please contact Mr. Jason Donovan at (251) 208-1104 or by email at Jason.donovan@cityofmobile.org.



CITY OF MOBILE

REQUEST FOR QUOTE

__ - __ - 2025

The City of Mobile will receive a Quote Proposal for the following Project:

Project Name: **[Street Name]**
2026 Storm Drainage Ditch Cleaning

Project Location: **[PROJECT LOCATION]**
Mobile, AL

Project Number: VEG-2026-2070-00

A Quote Proposal for the above referenced Project will be received until 11:30 a.m. on [__ - __ - 2025] in the Public Services Department, 1900 Hurtel Street, Mobile, AL 36605. Quote Proposals may be submitted in person or mailed to the address indicated below. Quote Proposals will be reviewed by the Engineering Department and Public Services Department following the time established for receipt of the Quote Proposal.

All Quote Proposals should be placed in a sealed envelope with company's name and address in the top left-hand corner. The envelope should be addressed to the following:

**City of Mobile
ATTN: Jason Donovan
Public Services Department
1900 Hurtel Street
Mobile, Alabama 36605
2026 Storm Water Drainage Ditch Cleaning - Quote Proposal
Project No.: VEG-2026-2070-00**

For questions please contact: Jason Donovan (251) 421-6689 Jason.donovan@cityofmobile.org
Travis Dunn (251) 721-2994 travis.dunn@cityofmobile.org

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ITEM I

DEFINITIONS

The following terms and their definitions shall apply:

AGREEMENT - Whenever the word "AGREEMENT" is used it shall be held to mean the signed documents comprising this written Request for Quote from the Contractor and executed by the City of Mobile, setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Agreement includes the Definitions, Instructions to Contractors, Quote Proposal, Contract Forms and Contract Bonds, Specifications, Supplemental Specifications, Special Provisions, General and Detailed Plans, Construction Details, Articles of Agreement, 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.

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this "AGREEMENT" comprising this written Request for Quote from the Contractor and executed by the City of Mobile and any and all exhibits and attachments, setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity submitting a Quote Proposal and selected to perform any or all construction services.

INSPECTOR - An authorized representative of the CITY, assigned to make inspections of the PROJECT.

PROJECT – 2026 Storm Drainage Ditch Cleaning (**Location**), City of Mobile Public Services
Project No: VEG-2026-2070-00. This is for mowing and removing vegetation from various types of storm drainage ditches (See Exhibit A for locations.)

STANDARD SPECIFICATIONS - 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.

MUTCD - Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition

WORK – All of the activities required of the Contractor to perform the requirements of this Agreement in full.

QUOTE – The total cost for the Contractor to perform all work for the referenced Project in the Quote Proposal. The Quote is a stipulated sum provided by the Contractor to provide all work in full.

QUOTE PROPOSAL – The portion of this Agreement located in Item IV, including the total cost Quote for the Project.

PUBLIC SERVICES (PS) REPRESENTATIVE – An authorized representative of the city of mobile public services Dept. Authorized by the public services project manager.

ITEM II
INSTRUCTIONS TO CONTRACTORS

The service, term, location, and lump sum cost of the work are as set out in the Request for Quote.

Examination of Documents and Site: Before submitting a Quote Proposal, the Contractor shall carefully examine this Request for Quote, visit the site of the Work, fully inform themselves as to existing conditions and limitations, and include in the Quote Proposal a sum to cover the cost of all items required to perform the work in full. **The submission of the Quote Proposal will be considered as conclusive evidence that the Contractor has made such examination.**

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.

Requests for information (RFI's) shall be submitted in writing to the Public Services Project Manager no later than three (3) business days prior to the Quote Proposal Submittal date. Responses shall be in the form of a written Addendum and issued to all Contractors. Receipt of all addenda shall be acknowledged by all Contractors in the Request for Quote package. **Failure to acknowledge Addenda may result in disqualification of the Quote Proposal.**

All papers attached hereto in the Request for Quote Package shall be returned with the Quote Proposal Sheets attached.

This IS a tax-exempt project. Quote Proposals shall EXCLUDE all applicable sales and use taxes.

A City of Mobile Business License is required. It shall be current at the time of submitting a Quote Proposal and throughout the Agreement period.

The Contractor must be registered with the City of Mobile as a vendor. Registration can be found at: **<https://mobileselfservice.tylertech.com/Vendors/Registration/Default.aspx>**

The Contractor shall submit to the City of Mobile the following documents with the project Quote Proposal:

1. The ENTIRE Quote Proposal Package
2. Certificate of Insurance along with ALL endorsements in accordance with City of Mobile Insurance Requirements as described in Item V (Example in Exhibit B)
3. Proof of enrollment in the Federal E-Verify program (Exhibit C)

4. A Company W-9 Tax Form and Vendor Information Form (if not currently on file with the City of Mobile)
5. Accounting of Sales Tax Form (Item IX)

After the Quote Package has been approved by the City, a Purchase Order (PO) will be issued to the Contractor. Under no circumstances shall any work be performed prior to the issuance of the PO. **Once the PO is received, the Contractor shall contact the Public Services Project Manager (Jason Donovan) at 251-421-6689 or Jason.donovan@cityofmobile.org as well as Travis Dunn at (251) 721-2994 or travis.dunn@cityofmobile.gov in order to confirm the construction start date in writing.**

ITEM III
PROJECT SCOPE

Contractor shall exercise caution when performing work. Proper equipment shall be utilized as to not damage improved ditch sections (concrete ditch sections, gabion basket ditches, etc.). Contractor shall be responsible for repairing damages caused to ditch sections due to contractor negligence or improper use of equipment, at no cost to the City.

If ditches are overrun by vegetation, with no clearly established channel limits, a PS Representative will define the main flow line. The Contractor shall clear the vegetation within five (5) feet on each side of the flow line.

VEGETATION REMOVAL:

Contractor is responsible for the removal of living and dead vegetation within five (5) horizontal feet beyond the top of the ditch bank (see Typical Profiles on following pages) all work shall be done inside the existing easement. Nothing outside these boundaries is to be cut or removed by the Contractor unless otherwise approved or directed by the PS Representative. If unsure of the area, Contractor shall contact the PS Representative for clarification. Overhanging vegetation above ditches shall be cleared up to at least five feet from the bottom of the ditch. Ditches that are deeper than five feet shall be cleared of overhanging vegetation to the top edge of the ditch. The grass and vegetation shall be mowed to a height of 4" to 6". The contractor is responsible for trimming around concrete head walls and should be able to do so from the top of the ditch. Where work is conducted near a Right of Way, no vegetative debris will remain in the concrete or pavement area of the Right of Way after the work is completed or as directed by the P.S. representative. In the areas where the slope of an earthen ditch bank is greater than 1:1, the vegetation will be trimmed by the contractor up to and even with the top of the bank.

FIELD DOCUMENTATION:

The following documentation will be required to be maintained by the contractor:

1. Photos of the ditches, before and after vegetation removal.
2. Document, report, and photograph all ditch damage (ex. Concrete, Gabion, Washout ...), before and after vegetation removal.

ADDITIONAL REQUIREMENTS:

Prior to the start of construction, Contractors may be required to show in writing how they will accomplish their proposed bid.

ITEM IV
QUOTE PROPOSAL

Scope of Work:

Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies and equipment necessary to provide comprehensive ditch vegetation removal services as described below.

Removal of living and dead vegetation within the ditch and five (5) horizontal feet beyond the top of the ditch bank at [DITCH LOCATION], as shown in Exhibit A. Enclosed herein, the City has estimated the general location and total linear feet (LF) of ditch segments included in this project. Actual Field Conditions may vary. Contractor will provide unit and extended unit prices on the Quote Proposal Sheets. The total price quote based on the government estimated quantities will be used to set the price for award. Contractor will be required to document materials used when invoicing the city. Contractor will be paid the lump sum total price at the completion of the project, unless otherwise agreed to due to project size and complexity. If there is any work for which no pay item is provided, the cost will be considered incidental to the Project.

Company Name (Print):

Company Address:

City: _____ **State:** _____ **Zip Code:**

Owner Name (Print):

Owner Signature: _____ **Date:**

**Please complete and return with your Request for Quote package.
Also, attach Contractor's proof of insurance, and other items as listed in Item II.**

Quote Proposal sheet

City of Mobile

Public Services
Department

Location: [Approximate ditch location]

Quote Due By: [Date]

Project No: VEG-2026-2070-00

District: #

Description: Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.

Vegetation Removal

DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	TOTAL QUOTE
Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.		LF		DOLLARS CENTS	

Total quote (written in words):

Number of working days to complete: 14

ITEM V

CERTIFICATE OF CONTRACTOR'S INSURANCE

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.

For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured***, and shall attach to this Agreement, as proof thereof and as, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama, stating the following:

The City of Mobile, its employees, agents, and all other indemnified parties shall be named as additional insureds on a primary and non-contributory basis for General Liability (including ongoing and completed operations), Automobile Liability, and Umbrella Liability, where required by written contract. A waiver of subrogation in favor of these parties shall apply to General Liability, Automobile Liability, Umbrella Liability, and Workers' Compensation, where required by written contract. The Workers' Compensation policy shall include an Alternate Employer Endorsement and shall provide thirty (30) days' prior written notice of cancellation, where required by written contract.

- 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

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless the City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

ITEM VI
SPECIAL PROVISIONS

1. Coordinate all work with the Program Manager of the City of Mobile Public Services Department. All Work shall be scheduled to minimize the disturbance and interruption of the flow of traffic and the public.

If needed (when working in the roadway or performing any activities that will affect traffic), the Contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. The Traffic Control Plan must be submitted at least two full working days prior to proceeding. Contractor shall assist motorists using paddles or flagging per the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) guidelines. See Exhibit E for additional information.

2. For all work performed under this Agreement, the Contractor shall use only skilled laborers. Laborers shall be properly supervised.
3. The City shall not prohibit the Contractor from performing the work described herein during a normal workday. For this provision a “normal workday” is defined as any business day between the hours of 7:30 a.m. and 5:00 p.m.
4. The Contractor shall ensure that the jobsite is clear and clean of debris at the end of each workday and at the completion of the project.
5. Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization, and assurances necessary to abide by the terms of this Agreement.
6. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be considered incidental to the project.

ITEM VII
ARTICLES OF AGREEMENT

ENTIRE AGREEMENT:

1. 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.

NO AGENCY RELATIONSHIP CREATED:

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

ASSERTION OF RIGHTS:

3. Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

NON-FUNDING CLAUSE:

4. The City of Mobile will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving thirty (30) days prior written notice documenting the lack of funding. The City will use reasonable efforts to ensure appropriated funds are available.

BREACH OF AGREEMENT:

5. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for work successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, 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.

TERMINATION:

6. The City or Contractor may terminate the Agreement upon thirty (30) days written notice. The City shall pay only for work executed and proven loss with respect to materials, equipment, tools and reasonable overhead. The City shall not be liable

for payment to the Contractor for lost profit or damages, as the result of its termination of the Agreement.

Notice from the City shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to ATTN: Jason Donovan, Public Services Program Manager, City of Mobile Public Services Department, 1900 Hurtel Street, Mobile, AL 36605.

AUTHORITY OF INSPECTORS:

7. The CITY may appoint such inspectors, assistants, or representatives as it 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.

PAYMENT:

8. The City will pay the Contractor for actual work performed in accordance with the following:
 - Payment will be made upon the satisfactory inspection, completion, and acceptance of the work as specified and verified by written statement from the City.
 - Payment will be based upon the total lump sum quoted price for the completed project, not based on unit prices.
 - An original signed invoice shall be submitted to the Public Services Department Program Manager for review and approval. This invoice shall be marked "FINAL ESTIMATE". It shall be emailed to travis.dunn@cityofmobile.gov (251-721-2994) **AND Jason.donovan@cityofmobile.org** (251-421-6689), and a hard copy should also be mailed to:

City of Mobile
Public Services Maintenance
Attn. Jason Donovan
Program Manager
1900 Hurtel Street
Mobile, Alabama 36605

NOTICES:

9. Notice for the City shall be mailed to:

City of Mobile
Public Services Maintenance
Attn. Jason Donovan,
Program Manager
1900 Hurtel Street
Mobile, Alabama 36605

EQUAL OPPORTUNITY:

10. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Service Contractors comply with the Equal Employment Opportunity laws and the provisions of the Project Documents in this regard.

The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on this and all other publicly solicited Quote Proposals.

COMPLIANCE WITH ALABAMA IMMIGRATION LAW:

11. By signing this Agreement, 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 agrees that he/she shall comply with all the requirements of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Alabama Code (1975) Section 31-13.1, et, seq., as amended by Act No. 2012-4-91. Compliance shall be evidenced by verification of enrollment in the E-Verify Program and documentation of enrollment shall be attached to this Agreement in Exhibit C and incorporated herein by reference.

BOYCOTT:

12. By signing this Quote Proposal, 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:

13. 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 this Agreement be awarded to socially and economically disadvantaged individuals and business entities.

GOVERNING LAW AND VENUE:

14. 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.

ITEM VIII
SUPPLEMENTAL SPECIFICATIONS

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 signpost 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 included in the project lump sum 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.

ITEM IX
REGULATORY REQUIREMENTS AND TAX EXEMPTIONS

A. DESCRIPTION OF REQUIREMENTS

1. This project is being quoted 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 on the Accounting of Sales Tax Form attached herein, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.
2. The Quote Proposal 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 Request for Proposal Package; 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 Documents including, in part, "Instructions to Contractors" and "Special Provisions". 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 Quote Proposal for the Work. No additional amount shall be added to the Agreement 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 Quote Proposal.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile

Date:

Name of Project: [Street Name]
2026 Storm Drainage Ditch Cleaning

Project Number: VEG-2026-2070-00

SALES TAX ACCOUNTING

Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the Quote Proposal form as follows:

BASE QUOTE

ESTIMATED SALES TAX AMOUNT

\$

\$

Failure to provide an accounting of sales tax shall render the Quote Proposal non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the Quote pricing nor be considered in the determination of a responsible and responsive Quote.

Legal Name of Contractor _____

Mailing Address _____

*By (Legal Signature) _____

*Name (type or print) _____ (Seal)

*Title _____

Telephone Number _____

EXHIBIT A
LOCATION MAP(S) AND PHOTOS

Location Map

Location Photo	Location Photo
Location Photo	Location Photo

EXHIBIT B
CONTRACTORS INSURANCE
CERTIFICATION



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	INSURANCE WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR						EXCESS TO RENTED PREMISES (EA occurrence) \$
							MED. EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PROJECT ☐ LOC						PRODUCTS - COM/PROP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (EA accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB	☐ OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE \$
	DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	☐ Y/N	N/A				PER STATUTE ☐ OTHER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

[INSERT PROJECT NAME; Project Number 20xx-3005-xx]

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared _____ (affiant) who,
being duly sworn says as follows:

President/CEO of: _____

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as _____ for _____ that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

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

I further attest that said _____ is enrolled in the E-Verify program.
The Company ID Number in the E-Verify program is as follows:

CEO of _____

Sworn to and subscribed before me this the _____ day of _____, 20____.

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

EXHIBIT D
RIGHT OF ENTRY AGREEMENT

RIGHT OF ENTRY AGREEMENT

This Right of Entry, ("Agreement") is entered into and effective as of the ____ day of _____ 20__ , by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of the State of Alabama (hereinafter, "City"), and:

Property Owner(s):

Mailing Address:

Property Address (if different):

(collectively referred to as "Owner").

RECITALS

WHEREAS, Owner is the lawful owner or authorized representative of the real property located at the address stated above ("the Premises"); and

WHEREAS the City has requested access to the Premises for the limited purpose of performing or facilitating the following work or activity:

Inspection, mowing, trimming, and removal of vegetation and debris within existing storm drainage ditches and easements, including associated documentation and incidental maintenance activities; and

WHEREAS Owner is willing to grant the City temporary access to the Premises subject to the terms and conditions set forth below.

AGREEMENT

1. Right of Entry.

The Owner hereby grants the City, its officers, employees, contractors, and authorized agents the right to enter the Premises at reasonable times for the limited purpose described above, including bringing personnel, vehicles, and equipment as necessary. This right shall extend only for the duration reasonably necessary to complete the activity described and shall not create or imply any permanent interest or easement in the Premises.

The work will be done in an orderly manner, and any property disturbed by the City will be returned to a condition substantially the same as it was on the date entry was granted upon the above-described property.

2. No Compensation.

Owner acknowledges and agrees that no compensation will be provided by the City in connection with the entry, inspection, or work performed unless otherwise agreed to in writing by the parties.

3. Entire Agreement.

This Agreement represents the entire agreement between the parties regarding the matters described herein and supersedes any prior oral or written understandings. No amendment or modification shall be valid unless in writing and signed by both parties.

4. Governing Law and Venue.

This Agreement shall be governed by the laws of the State of Alabama. Any dispute shall be resolved exclusively in the state or federal courts located in Mobile County, Alabama.

5. Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, legal representatives, successors, and assigns.

6. Photographic Documentation.

The City may take photographs or videos of the Premises during its access solely for documentation and public record purposes. Such materials may be retained and used by the City as needed, subject to applicable public records laws.

7. Records and Public Disclosure.

This Agreement and any records created in connection with the work may be subject to public disclosure in accordance with Alabama law, including the Alabama Open Records Act.

8. Emergency Access Carve-Out.

Nothing in this Agreement shall be construed to limit the City's right to enter the Premises without consent in cases of emergency or as otherwise authorized by law.

9. Environmental Conditions.

The City shall have no responsibility for pre-existing environmental conditions or contamination on the Premises. If environmental concerns are discovered during the work, the City may suspend activity until further evaluation is conducted.

10. Assumption of Risk.

Owner acknowledges that certain activities may pose inherent risks, including temporary disruption of access or minor damage to landscaping or surface features. Owner accepts such risks as reasonably incidental to the limited work authorized herein.

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

OWNER(S):

Signature:

Signature:

Print Name:

Print Name:

Date:

Date:

WITNESSED BY:

Signature:

Signature:

Print Name:

Print Name:

Address:

Address:

Date:

Date:

CITY OF MOBILE, ALABAMA

By:

Name:

Title:

Date:

EXHIBIT E
TRAFFIC CONTROL INFORMATION

Traffic Control Information

The Contractor shall be prepared to assist motorists with flagging operations per MUTCD guidelines, as required. Be aware that if work is being performed close to the roadway, but not actually in the road, that some flagging operations may be needed. This may be the case if motorists' line of sight is blocked due to equipment and/or concrete trucks.

If any construction activities will be performed in the roadway or will affect traffic, a Traffic Control Plan must be submitted by the Contractor to Butch Ladner in the City of Mobile Traffic Engineering Department at least two full working days prior to initiating work. The Traffic Control Plan must show site specific conditions including any cross streets and driveways that are within the traffic control zone. Butch Ladner may be contacted at (251) 208-2972 for questions, assistance, or to discuss traffic control requirements.

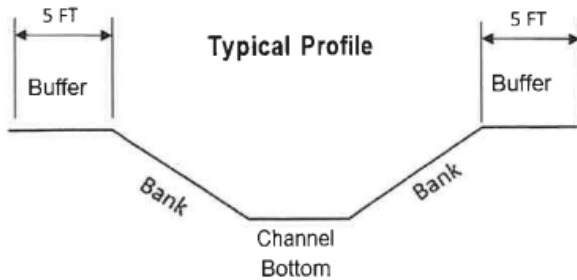
The MUTCD can be found at https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm.

If you are unfamiliar with MUTCD requirements, a local traffic control contractor may be of assistance in preparing a traffic control plan or renting equipment.

EXHIBIT F
DITCH MAINTENCE STANDARDS

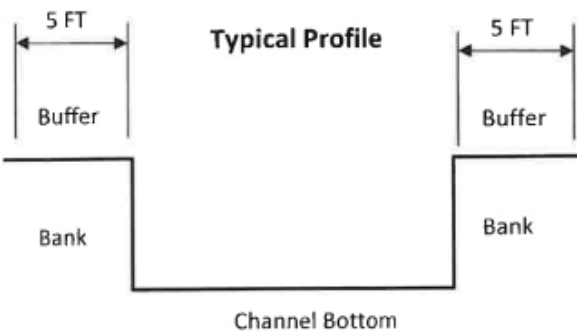
Ditch Maintenance Standards

Trapezoidal Ditch Maintenance Standards



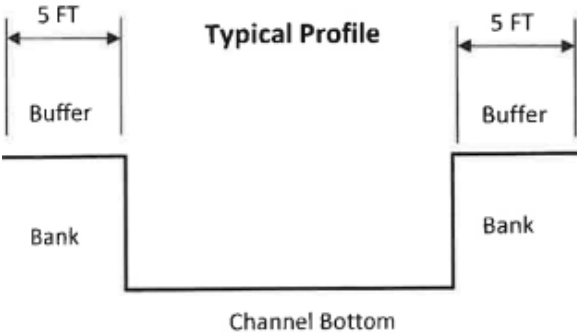
Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



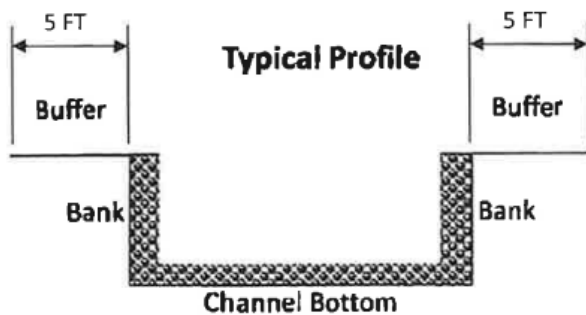
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



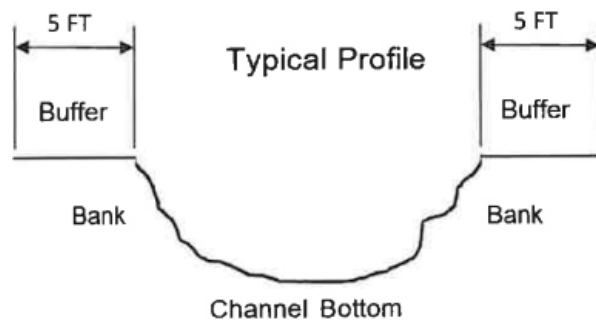
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Gabion Ditch Maintenance Standards



Note: This profile represents a typical Gabion ditch. Depth and buffer area varies.

Earthen Ditch Maintenance Standards



Note: This profile represents a typical Earthen ditch. Depth and buffer area varies.



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: March 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 Thomas A. Galloway for drainage vegetation and debris removal - Carlisle Drive East to Overlook Road.

Amount of Contract:

\$24,790.00

Funding Source

General fund.

ATTACHMENTS:

1. 20260303 Galloway Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 10 March 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 Thomas A. Galloway

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Thomas A. Galloway for drainage vegetation and debris
removal - Carlisle Drive East to Overlook Road.
General fund

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$24,790.00

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>8509</u>	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – CARLISLE DRIVE EAST TO OVERLOOK ROAD (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	\$24,790.00	(300085) <u>THOMAS A. GALLOWAY</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00008509-00 FY 2026 Acct No: 1000.40.20.2070.2096.2070.0000.0000.42155. Review: Buyer: Status: Approved
--	--

Page 1

Vendor
 THOMAS A. GALLOWAY
 33064 STABLES DR. UNIT B

Ship To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605
 ASHLEY.ADAMS@CITYOFMOBILE.ORG

DAPHNE, AL 36527

Tel#251.232.1151

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
02/24/26	300085				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT #VEG-2026-2070-46 CARLISLE DR E TO OVERLOOK RD Additional Description Notes DISTRICT 7	1.00 EACH	24790.00000	24790.00

1 1000.40.20.2070.2096.2070.0000.0000.42155. 24790.00

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 24790.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155.	24790.00	4323546.18
STORMWATER EXP		
DITCH MAINTENANCE		

Company Name	Contact	Email Address	E-Verify	Insurance	COM BL	Vendor Number
A & D Cromwell Concrete	Anthony Cromwell	anthonymcromwell768@gmail.com	1768532	received	current	297588
Butler Company	James Butler	butler.servicesLLC@yahoo.com	1722021	Received	Current	297507
Gaines Utility	Jermaine Gaines	JERMAINEGAINES@GAINESUTILITY.COM	539447	Received	Current	295242
Godwin Land Solutions	Harris Godwin	GODWINLANDSOLUTIONS@GMAIL.COM	2923693	Received	Current	300080
H F Glaude	Jordan Glaude	H.FGLAUDECONSTRUCTION@GMAIL.COM	2928917	Received	Current	296705
Hughes 360	Ernest Hughes Jr.	HUGHES360SERVICES@GMAIL.COM	952551	Received	Current	297767
JJ Qualtiy Homes, LLC	Jerry Jones	MRJ.JONES251@GMAIL.COM	2925715	Received	Current	298831
Invasive Management	Hunter Lapointe	HUNTER@INVASIVEMANAGEMENT.COM	1421905	Received	Current	294197
Major League Landscape	Brandon Stokes	MAJORLEAGUELAND@YAHOO.COM	2926332	Received	Current	300091
Prime Professional Concrete	Micheal White	HOSEA_8668@YAHOO.COM	2383108	Received	Current	299670
TAG Homes	Thomas Galloway	TAGALLOWAY99@GMAIL.COM		Received	Current	300085
Safe Haven Co. LLC	Jaleen Hosea	HAVENHOSEA34@GMAIL.COM		Received GL onl	Current	300101
Scott Alan Construction	Matthew Stokes	MATTHEW@SCOTTALANCONSTRUCTION.COM	2546741	Received	Current	299758
Secure Land & Tree Southern	Brian Allen	SECURELANDTREE@YAHOO.COM	2924224	Received	Current	300087
Realty	Rashad Kiel	SOUTHERNREALTYMGMGROUP@GMAIL.COM	1650870	Received	Current	296787
Best Price Services LLC	Anthony Richardson	RichardsonAnthony45@gmail.com				



November 12, 2025

Project: 2026 Ditch Cleaning Program

Project Location: Various Locations

City of Mobile Public Works Department

The City of Mobile Public Works Department will hold a meeting with prospective contractors regarding its 2026 Ditch Cleaning Program. Contractors interested in participating in the program must be present on Monday, November 17, 2025, at the Levon C. Manzie Neighborhood Resource Center, 110 North Lafayette Street, at 3:00 p.m. The contractor must be present for the entire pre-meeting on November 17, 2025, to be eligible to participate in the program.

For more information, please contact Mr. Jason Donovan at (251) 208-1104 or by email at Jason.donovan@cityofmobile.org.



CITY OF MOBILE

REQUEST FOR QUOTE

__ - __ - 2025

The City of Mobile will receive a Quote Proposal for the following Project:

Project Name: **[Street Name]**
2026 Storm Drainage Ditch Cleaning

Project Location: **[PROJECT LOCATION]**
Mobile, AL

Project Number: **VEG-2026-2070-00**

A Quote Proposal for the above referenced Project will be received until 11:30 a.m. on [__ - __ - 2025] in the Public Services Department, 1900 Hurtel Street, Mobile, AL 36605. Quote Proposals may be submitted in person or mailed to the address indicated below. Quote Proposals will be reviewed by the Engineering Department and Public Services Department following the time established for receipt of the Quote Proposal.

All Quote Proposals should be placed in a sealed envelope with company's name and address in the top left-hand corner. The envelope should be addressed to the following:

**City of Mobile
ATTN: Jason Donovan
Public Services Department
1900 Hurtel Street
Mobile, Alabama 36605
2026 Storm Water Drainage Ditch Cleaning - Quote Proposal
Project No.: VEG-2026-2070-00**

For questions please contact: Jason Donovan (251) 421-6689 Jason.donovan@cityofmobile.org
Travis Dunn (251) 721-2994 travis.dunn@cityofmobile.org

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DITCH MAINTENANCE STANDARDS.....	EXHIBIT F

ITEM I

DEFINITIONS

The following terms and their definitions shall apply:

AGREEMENT - Whenever the word "AGREEMENT" is used it shall be held to mean the signed documents comprising this written Request for Quote from the Contractor and executed by the City of Mobile, setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Agreement includes the Definitions, Instructions to Contractors, Quote Proposal, Contract Forms and Contract Bonds, Specifications, Supplemental Specifications, Special Provisions, General and Detailed Plans, Construction Details, Articles of Agreement, 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.

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this "AGREEMENT" comprising this written Request for Quote from the Contractor and executed by the City of Mobile and any and all exhibits and attachments, setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity submitting a Quote Proposal and selected to perform any or all construction services.

INSPECTOR - An authorized representative of the CITY, assigned to make inspections of the PROJECT.

PROJECT – 2026 Storm Drainage Ditch Cleaning (**Location**), City of Mobile Public Services
Project No: VEG-2026-2070-00. This is for mowing and removing vegetation from various types of storm drainage ditches (See Exhibit A for locations.)

STANDARD SPECIFICATIONS - 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.

MUTCD - Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition

WORK – All of the activities required of the Contractor to perform the requirements of this Agreement in full.

QUOTE – The total cost for the Contractor to perform all work for the referenced Project in the Quote Proposal. The Quote is a stipulated sum provided by the Contractor to provide all work in full.

QUOTE PROPOSAL – The portion of this Agreement located in Item IV, including the total cost Quote for the Project.

PUBLIC SERVICES (PS) REPRESENTATIVE – An authorized representative of the city of mobile public services Dept. Authorized by the public services project manager.

ITEM II
INSTRUCTIONS TO CONTRACTORS

The service, term, location, and lump sum cost of the work are as set out in the Request for Quote.

Examination of Documents and Site: Before submitting a Quote Proposal, the Contractor shall carefully examine this Request for Quote, visit the site of the Work, fully inform themselves as to existing conditions and limitations, and include in the Quote Proposal a sum to cover the cost of all items required to perform the work in full. **The submission of the Quote Proposal will be considered as conclusive evidence that the Contractor has made such examination.**

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.

Requests for information (RFI's) shall be submitted in writing to the Public Services Project Manager no later than three (3) business days prior to the Quote Proposal Submittal date. Responses shall be in the form of a written Addendum and issued to all Contractors. Receipt of all addenda shall be acknowledged by all Contractors in the Request for Quote package. **Failure to acknowledge Addenda may result in disqualification of the Quote Proposal.**

All papers attached hereto in the Request for Quote Package shall be returned with the Quote Proposal Sheets attached.

This IS a tax-exempt project. Quote Proposals shall EXCLUDE all applicable sales and use taxes.

A City of Mobile Business License is required. It shall be current at the time of submitting a Quote Proposal and throughout the Agreement period.

The Contractor must be registered with the City of Mobile as a vendor. Registration can be found at: **<https://mobileselfservice.tylertech.com/Vendors/Registration/Default.aspx>**

The Contractor shall submit to the City of Mobile the following documents with the project Quote Proposal:

1. The ENTIRE Quote Proposal Package
2. Certificate of Insurance along with ALL endorsements in accordance with City of Mobile Insurance Requirements as described in Item V (Example in Exhibit B)
3. Proof of enrollment in the Federal E-Verify program (Exhibit C)

4. A Company W-9 Tax Form and Vendor Information Form (if not currently on file with the City of Mobile)
5. Accounting of Sales Tax Form (Item IX)

After the Quote Package has been approved by the City, a Purchase Order (PO) will be issued to the Contractor. Under no circumstances shall any work be performed prior to the issuance of the PO. **Once the PO is received, the Contractor shall contact the Public Services Project Manager (Jason Donovan) at 251-421-6689 or Jason.donovan@cityofmobile.org as well as Travis Dunn at (251) 721-2994 or travis.dunn@cityofmobile.gov in order to confirm the construction start date in writing.**

ITEM III
PROJECT SCOPE

Contractor shall exercise caution when performing work. Proper equipment shall be utilized as to not damage improved ditch sections (concrete ditch sections, gabion basket ditches, etc.). Contractor shall be responsible for repairing damages caused to ditch sections due to contractor negligence or improper use of equipment, at no cost to the City.

If ditches are overrun by vegetation, with no clearly established channel limits, a PS Representative will define the main flow line. The Contractor shall clear the vegetation within five (5) feet on each side of the flow line.

VEGETATION REMOVAL:

Contractor is responsible for the removal of living and dead vegetation within five (5) horizontal feet beyond the top of the ditch bank (see Typical Profiles on following pages) all work shall be done inside the existing easement. Nothing outside these boundaries is to be cut or removed by the Contractor unless otherwise approved or directed by the PS Representative. If unsure of the area, Contractor shall contact the PS Representative for clarification. Overhanging vegetation above ditches shall be cleared up to at least five feet from the bottom of the ditch. Ditches that are deeper than five feet shall be cleared of overhanging vegetation to the top edge of the ditch. The grass and vegetation shall be mowed to a height of 4" to 6". The contractor is responsible for trimming around concrete head walls and should be able to do so from the top of the ditch. Where work is conducted near a Right of Way, no vegetative debris will remain in the concrete or pavement area of the Right of Way after the work is completed or as directed by the P.S. representative. In the areas where the slope of an earthen ditch bank is greater than 1:1, the vegetation will be trimmed by the contractor up to and even with the top of the bank.

FIELD DOCUMENTATION:

The following documentation will be required to be maintained by the contractor:

1. Photos of the ditches, before and after vegetation removal.
2. Document, report, and photograph all ditch damage (ex. Concrete, Gabion, Washout ...), before and after vegetation removal.

ADDITIONAL REQUIREMENTS:

Prior to the start of construction, Contractors may be required to show in writing how they will accomplish their proposed bid.

ITEM IV
QUOTE PROPOSAL

Scope of Work:

Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies and equipment necessary to provide comprehensive ditch vegetation removal services as described below.

Removal of living and dead vegetation within the ditch and five (5) horizontal feet beyond the top of the ditch bank at [DITCH LOCATION], as shown in Exhibit A. Enclosed herein, the City has estimated the general location and total linear feet (LF) of ditch segments included in this project. Actual Field Conditions may vary. Contractor will provide unit and extended unit prices on the Quote Proposal Sheets. The total price quote based on the government estimated quantities will be used to set the price for award. Contractor will be required to document materials used when invoicing the city. Contractor will be paid the lump sum total price at the completion of the project, unless otherwise agreed to due to project size and complexity. If there is any work for which no pay item is provided, the cost will be considered incidental to the Project.

Company Name (Print):

Company Address:

City: _____ **State:** _____ **Zip Code:**

Owner Name (Print):

Owner Signature: _____ **Date:**

**Please complete and return with your Request for Quote package.
Also, attach Contractor's proof of insurance, and other items as listed in Item II.**

Quote Proposal sheet

City of Mobile

Public Services
Department

Location: [Approximate ditch location]

Quote Due By: [Date]

Project No: VEG-2026-2070-00

District: #

Description: Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.

Vegetation Removal

DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	TOTAL QUOTE
Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.		LF		 _____DOLLARS _____CENTS	

Total quote (written in words):

Number of working days to complete: 14

ITEM V

CERTIFICATE OF CONTRACTOR'S INSURANCE

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.

For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured***, and shall attach to this Agreement, as proof thereof and as, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama, stating the following:

The City of Mobile, its employees, agents, and all other indemnified parties shall be named as additional insureds on a primary and non-contributory basis for General Liability (including ongoing and completed operations), Automobile Liability, and Umbrella Liability, where required by written contract. A waiver of subrogation in favor of these parties shall apply to General Liability, Automobile Liability, Umbrella Liability, and Workers' Compensation, where required by written contract. The Workers' Compensation policy shall include an Alternate Employer Endorsement and shall provide thirty (30) days' prior written notice of cancellation, where required by written contract.

- 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

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless the City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

ITEM VI
SPECIAL PROVISIONS

1. Coordinate all work with the Program Manager of the City of Mobile Public Services Department. All Work shall be scheduled to minimize the disturbance and interruption of the flow of traffic and the public.

If needed (when working in the roadway or performing any activities that will affect traffic), the Contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. The Traffic Control Plan must be submitted at least two full working days prior to proceeding. Contractor shall assist motorists using paddles or flagging per the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) guidelines. See Exhibit E for additional information.

2. For all work performed under this Agreement, the Contractor shall use only skilled laborers. Laborers shall be properly supervised.
3. The City shall not prohibit the Contractor from performing the work described herein during a normal workday. For this provision a “normal workday” is defined as any business day between the hours of 7:30 a.m. and 5:00 p.m.
4. The Contractor shall ensure that the jobsite is clear and clean of debris at the end of each workday and at the completion of the project.
5. Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization, and assurances necessary to abide by the terms of this Agreement.
6. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be considered incidental to the project.

ITEM VII
ARTICLES OF AGREEMENT

ENTIRE AGREEMENT:

1. 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.

NO AGENCY RELATIONSHIP CREATED:

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

ASSERTION OF RIGHTS:

3. Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

NON-FUNDING CLAUSE:

4. The City of Mobile will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving thirty (30) days prior written notice documenting the lack of funding. The City will use reasonable efforts to ensure appropriated funds are available.

BREACH OF AGREEMENT:

5. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for work successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, 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.

TERMINATION:

6. The City or Contractor may terminate the Agreement upon thirty (30) days written notice. The City shall pay only for work executed and proven loss with respect to materials, equipment, tools and reasonable overhead. The City shall not be liable

for payment to the Contractor for lost profit or damages, as the result of its termination of the Agreement.

Notice from the City shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to ATTN: Jason Donovan, Public Services Program Manager, City of Mobile Public Services Department, 1900 Hurtel Street, Mobile, AL 36605.

AUTHORITY OF INSPECTORS:

7. The CITY may appoint such inspectors, assistants, or representatives as it 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.

PAYMENT:

8. The City will pay the Contractor for actual work performed in accordance with the following:
 - Payment will be made upon the satisfactory inspection, completion, and acceptance of the work as specified and verified by written statement from the City.
 - Payment will be based upon the total lump sum quoted price for the completed project, not based on unit prices.
 - An original signed invoice shall be submitted to the Public Services Department Program Manager for review and approval. This invoice shall be marked "FINAL ESTIMATE". It shall be emailed to travis.dunn@cityofmobile.gov (251-721-2994) **AND** Jason.donovan@cityofmobile.org (251-421-6689), and a hard copy should also be mailed to:

City of Mobile
Public Services Maintenance
Attn. Jason Donovan
Program Manager
1900 Hurtel Street
Mobile, Alabama 36605

NOTICES:

9. Notice for the City shall be mailed to:

City of Mobile
Public Services Maintenance
Attn. Jason Donovan,
Program Manager
1900 Hurtel Street
Mobile, Alabama 36605

EQUAL OPPORTUNITY:

10. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Service Contractors comply with the Equal Employment Opportunity laws and the provisions of the Project Documents in this regard.

The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on this and all other publicly solicited Quote Proposals.

COMPLIANCE WITH ALABAMA IMMIGRATION LAW:

11. By signing this Agreement, 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 agrees that he/she shall comply with all the requirements of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Alabama Code (1975) Section 31-13.1, et, seq., as amended by Act No. 2012-4-91. Compliance shall be evidenced by verification of enrollment in the E-Verify Program and documentation of enrollment shall be attached to this Agreement in Exhibit C and incorporated herein by reference.

BOYCOTT:

12. By signing this Quote Proposal, 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:

13. 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 this Agreement be awarded to socially and economically disadvantaged individuals and business entities.

GOVERNING LAW AND VENUE:

14. 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.

ITEM VIII
SUPPLEMENTAL SPECIFICATIONS

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 signpost 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 included in the project lump sum 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.

ITEM IX
REGULATORY REQUIREMENTS AND TAX EXEMPTIONS

A. DESCRIPTION OF REQUIREMENTS

1. This project is being quoted 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 on the Accounting of Sales Tax Form attached herein, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.
2. The Quote Proposal 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 Request for Proposal Package; 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 Documents including, in part, "Instructions to Contractors" and "Special Provisions". 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 Quote Proposal for the Work. No additional amount shall be added to the Agreement 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 Quote Proposal.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile

Date:

Name of Project: [Street Name]
2026 Storm Drainage Ditch Cleaning

Project Number: VEG-2026-2070-00

SALES TAX ACCOUNTING

Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the Quote Proposal form as follows:

BASE QUOTE

ESTIMATED SALES TAX AMOUNT

\$

\$

Failure to provide an accounting of sales tax shall render the Quote Proposal non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the Quote pricing nor be considered in the determination of a responsible and responsive Quote.

Legal Name of Contractor _____

Mailing Address _____

***By (Legal Signature)** _____

***Name (type or print)** _____ (Seal)

***Title** _____

Telephone Number _____

EXHIBIT A
LOCATION MAP(S) AND PHOTOS

Location Map

Location Photo	Location Photo
Location Photo	Location Photo

EXHIBIT B
CONTRACTORS INSURANCE
CERTIFICATION



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE
	☐ CLAIMS-MADE ☐ OCCUR						PERMITS TO RENTED
							RENTED (Ea occurrence)
							MED. EXP (Any one person)
							PERSONAL & ADV INJURY
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE
	☐ POLICY ☐ PROJECT ☐ LOC						PRODUCTS - COM/PROP AGG
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	☐ ANY AUTO						BODILY INJURY (Per person)
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident)
	☐ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB	☐ OCCUR					EACH OCCURRENCE
	EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE
	DED ☐ RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	☐ Y/N					PER STATUTE ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ N/A					E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE
							E.L. DISEASE - POLICY LIMIT

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

INSERT PROJECT NAME: Project Number 20xx-3005-xx

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER

CANCELLATION

City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared _____ (affiant) who,
being duly sworn says as follows:

President/CEO of: _____

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as _____ for _____ that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

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

I further attest that said _____ is enrolled in the E-Verify program.
The Company ID Number in the E-Verify program is as follows:

CEO of _____

Sworn to and subscribed before me this the _____ day of _____, 20____.

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

EXHIBIT D
RIGHT OF ENTRY AGREEMENT

RIGHT OF ENTRY AGREEMENT

This Right of Entry, ("Agreement") is entered into and effective as of the ____ day of _____ 20__ , by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of the State of Alabama (hereinafter, "City"), and:

Property Owner(s):

Mailing Address:

Property Address (if different):

(collectively referred to as "Owner").

RECITALS

WHEREAS, Owner is the lawful owner or authorized representative of the real property located at the address stated above ("the Premises"); and

WHEREAS the City has requested access to the Premises for the limited purpose of performing or facilitating the following work or activity:

Inspection, mowing, trimming, and removal of vegetation and debris within existing storm drainage ditches and easements, including associated documentation and incidental maintenance activities; and

WHEREAS Owner is willing to grant the City temporary access to the Premises subject to the terms and conditions set forth below.

AGREEMENT

1. Right of Entry.

The Owner hereby grants the City, its officers, employees, contractors, and authorized agents the right to enter the Premises at reasonable times for the limited purpose described above, including bringing personnel, vehicles, and equipment as necessary. This right shall extend only for the duration reasonably necessary to complete the activity described and shall not create or imply any permanent interest or easement in the Premises.

The work will be done in an orderly manner, and any property disturbed by the City will be returned to a condition substantially the same as it was on the date entry was granted upon the above-described property.

2. No Compensation.

Owner acknowledges and agrees that no compensation will be provided by the City in connection with the entry, inspection, or work performed unless otherwise agreed to in writing by the parties.

3. Entire Agreement.

This Agreement represents the entire agreement between the parties regarding the matters described herein and supersedes any prior oral or written understandings. No amendment or modification shall be valid unless in writing and signed by both parties.

4. Governing Law and Venue.

This Agreement shall be governed by the laws of the State of Alabama. Any dispute shall be resolved exclusively in the state or federal courts located in Mobile County, Alabama.

5. Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, legal representatives, successors, and assigns.

6. Photographic Documentation.

The City may take photographs or videos of the Premises during its access solely for documentation and public record purposes. Such materials may be retained and used by the City as needed, subject to applicable public records laws.

7. Records and Public Disclosure.

This Agreement and any records created in connection with the work may be subject to public disclosure in accordance with Alabama law, including the Alabama Open Records Act.

8. Emergency Access Carve-Out.

Nothing in this Agreement shall be construed to limit the City's right to enter the Premises without consent in cases of emergency or as otherwise authorized by law.

9. Environmental Conditions.

The City shall have no responsibility for pre-existing environmental conditions or contamination on the Premises. If environmental concerns are discovered during the work, the City may suspend activity until further evaluation is conducted.

10. Assumption of Risk.

Owner acknowledges that certain activities may pose inherent risks, including temporary disruption of access or minor damage to landscaping or surface features. Owner accepts such risks as reasonably incidental to the limited work authorized herein.

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

OWNER(S):

Signature:

Signature:

Print Name:

Print Name:

Date:

Date:

WITNESSED BY:

Signature:

Signature:

Print Name:

Print Name:

Address:

Address:

Date:

Date:

CITY OF MOBILE, ALABAMA

By:

Name:

Title:

Date:

EXHIBIT E
TRAFFIC CONTROL INFORMATION

Traffic Control Information

The Contractor shall be prepared to assist motorists with flagging operations per MUTCD guidelines, as required. Be aware that if work is being performed close to the roadway, but not actually in the road, that some flagging operations may be needed. This may be the case if motorists' line of sight is blocked due to equipment and/or concrete trucks.

If any construction activities will be performed in the roadway or will affect traffic, a Traffic Control Plan must be submitted by the Contractor to Butch Ladner in the City of Mobile Traffic Engineering Department at least two full working days prior to initiating work. The Traffic Control Plan must show site specific conditions including any cross streets and driveways that are within the traffic control zone. Butch Ladner may be contacted at (251) 208-2972 for questions, assistance, or to discuss traffic control requirements.

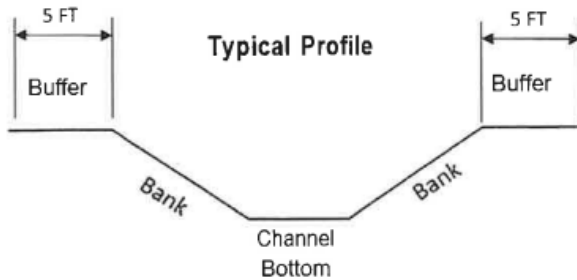
The MUTCD can be found at https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm.

If you are unfamiliar with MUTCD requirements, a local traffic control contractor may be of assistance in preparing a traffic control plan or renting equipment.

EXHIBIT F
DITCH MAINTENCE STANDARDS

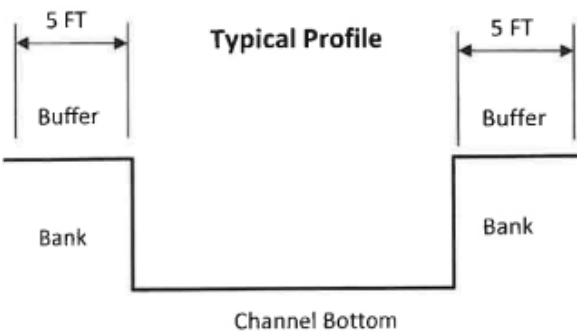
Ditch Maintenance Standards

Trapezoidal Ditch Maintenance Standards



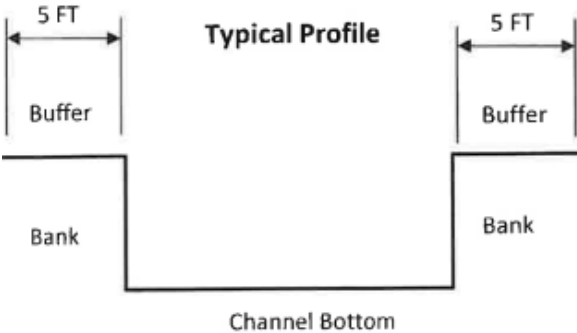
Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



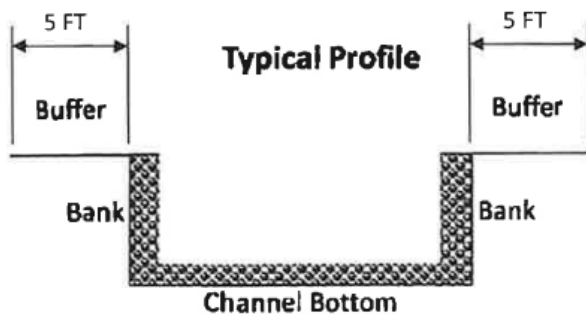
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



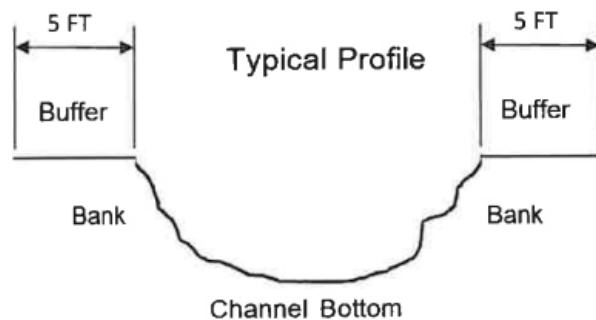
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Gabion Ditch Maintenance Standards



Note: This profile represents a typical Gabion ditch. Depth and buffer area varies.

Earthen Ditch Maintenance Standards



Note: This profile represents a typical Earthen ditch. Depth and buffer area varies.



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: March 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 Emergency Equipment Professional Inc to provide and install Samsara vehicle gateway sensor cables for MFRD vehicles.

Amount of Contract:

\$16,505.00

Funding Source

General fund

ATTACHMENTS:

1. 20260303 EEP Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 10 March 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 Emergency Equipment Professional Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Emergency Equipment Professional Inc to provide and install Samsara vehicle gateway sensor cables for MFRD vehicles.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$16,505.00

FUNDING SOURCE:

Budget Item: See Requisitions

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement

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

How many bidders submitted bids (if applicable): na

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

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>7915</u>	2026	(1510) FIRE ADMINISTRATION	PROVIDE AND INSTALL SAMSARA VEHICLE GATEWAY SENSOR CABLES FOR MFRD VEHICLES (PRICE BELOW BID REQUIREMENT)	\$16,505.00	(294963) <u>EMERGENCY</u> <u>EQUIPMENT</u> <u>PROFESSIONAL</u> <u>INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00007915-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.45050. Review: Buyer: 9105paij Status: Released	Page 1
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.GOV Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/09/26	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
001	LABOR: ENGINE; INSTALLATION VG-54 CABLE **PRICING INCLUDES US BRINGINING THE VEHICLES TO THEIR SHOP**	35.00 EACH	190.00000	6650.00
1	1000.30.15.1510.1510.1510.0000.0000.45050.			6650.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
002	LABOR: RESCUE; INSTALLATION VG-54 CABLE **PRICING INCLUDES US BRINGINING THE VEHICLES TO THEIR SHOP**	20.00 EACH	285.00000	5700.00
1	1000.30.15.1510.1510.1510.0000.0000.45050.			5700.00

=====	=====
Bill To	Requisition 00007915-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Released
	Page 2
=====	=====

Vendor	Ship To
EMERGENCY EQUIPMENT PROFESSIONAL, INC	FIRE CENTRAL SUPPLY
6441 HWY 51 NORTH	2851 OLD SHELL ROAD
	MOBILE, AL 36607
HORN LAKE, MS 38637	RICHARDSONV@CITYOFMOBILE.GOV
USA	
Tel#205-685-8200	Delivery Reference
	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

-----	-----
Date	Vendor
Ordered	Number
	Date
	Required
	Ship
	Via
	Terms
	Department
-----	-----
02/09/26	294963
	FIRE ADMINISTRATION
-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
	Delivery Reference			
	VICTORIA RICHARDSON			
	Deliver To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
003	LABOR: TAHOE; INSTALLATION VG-54	1.00	190.00000	190.00
	CABLE **PRICING INCLUDES US	EACH		
	BRINGINING THE VEHICLES TO THEIR			
	SHOP**			
1	1000.30.15.1510.1510.1510.0000.0000.45050.			190.00
	Ship To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
	Delivery Reference			
	VICTORIA RICHARDSON			
	Deliver To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00007915-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.45050. Review: Buyer: 9105paij Status: Released	Page 3
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.GOV Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/09/26	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
004	LABOR: H80015; INSTALLATION VG-54 CABLE **PRICING INCLUDES US BRINGING THE VEHICLES TO THEIR SHOP**	56.00 EACH	48.75000	2730.00
1	1000.30.15.1510.1510.1510.0000.0000.45050.			2730.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
005	SHOP SUPPLES **PRICING INCLUDES US BRINGING THE VEHICLES TO THEIR SHOP**	56.00 EACH	20.00000	1120.00
1	1000.30.15.1510.1510.1510.0000.0000.45050.			1120.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00007915-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.45050. Review: Buyer: 9105paij Status: Released	Page 4
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.GOV Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/09/26	294963				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
006 FREIGHT	1.00 EACH	115.00000	115.00
Vendor Item Inventory Item/Loc 14009			
1 1000.30.15.1510.1510.1510.0000.0000.45050.			115.00
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD			



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: March 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 Group1 Ford of Pensacola for one 2026 Ford Expedition Max 4x4 SUV for Mayor's office.

Amount of Contract:

\$84,302.41

Funding Source

General fund.

ATTACHMENTS:

1. 20260305 Group1 Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 10 March 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 Group1 Ford of Pensacola

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Group1 Ford of Pensacola for one 2026 Ford Expedition
Max 4x4 SUV for Mayor's office.
General fund

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$84,302.41

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: Sealed bid 6030

How many bidders received bid packages (if applicable): 11 + web

How many bidders submitted bids (if applicable): 1

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>9022</u>	2026	(2050) FLEET MANAGEMENT-GARAGE	2026 FORD EXPEDITION MAX 4X4 SUV FOR MAYOR'S OFFICE (SEALED BID 6030)	\$84,302.41	<u>(300234)</u> <u>GROUP1 FORD</u> <u>OF PENSACOLA</u>

Adopted:

City Clerk

Bill To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG	Requisition 00009022-00 FY 2026 PO 26005942 Acct No: 1000.30.15.1530.1530.1530.0000.0000.45040. Review: Buyer: Status: Converted	Page 1
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Vendor
GROUP1 FORD OF PENSACOLA
6397 PENSACOLA BLVD

PENSACOLA, FL 32505

Tel#850-266-2239

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
03/05/26	300234				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
001 MAYOR'S FORD EXPEDITION PLATINUM MAX AS FOLLOWS: FORD EXPEDITION MAX SSV 4x4 EQUIPPED WITH 3.5L ECOBOOST V6 ENGINE & 10-SPEED AUTOMATIC TRANSMISSION; UPGRADE TO EXPEDITION PLATINUM MAX 4x4 600A ORDER CODE WITH THE FOLLOWING OPTIONS: UM AGATE BLACK METALLIC EH BLACK ONYX LEATHER TRIMMED 66B FORD CO-PILOT 360 ACTIVE 2.0 19B STEALTH PERFORMANCE PACKAGE THT . P285/40R24 A/S BSW TIRES 64M .24" EBONY PAINTED ALUM WHEELS 55B BLUECRUISE EQUIP: 1 YR PLUS 90 DAY PLAN 59J DRIVER'S PACKAGE 60D STEALTH APPEARANCE PACKAGE 65B CONN PKG: 1 TIME 7YR 96A RUNNING BOARD-POWER DEPLOYABLE AS PER CITY OF MOBILE BID #6030 AND YOUR QUOTE. Additional Description Notes	1.00 EACH	84302.41000	84302.41

MAYOR'S FORD EXPEDITION PLATINUM MAX AS FOLLOWS:

FORD EXPEDITION MAX SSV 4x4 EQUIPPED WITH 3.5L ECOBOOST V6 ENGINE & 10-SPEED
AUTOMATIC TRANSMISSION; UPGRADE TO EXPEDITION PLATINUM MAX 4x4 600A ORDER
CODE WITH THE FOLLOWING OPTIONS:

UM AGATE BLACK METALLIC
EH BLACK ONYX LEATHER TRIMMED

Bill To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG	Requisition 00009022-00 FY 2026 PO 26005942 Acct No: 1000.30.15.1530.1530.1530.0000.0000.45040. Review: Buyer: Status: Converted	Page 2
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Vendor GROUP1 FORD OF PENSACOLA 6397 PENSACOLA BLVD PENSACOLA, FL 32505 Tel#850-266-2239	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
03/05/26	300234				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
66B	FORD CO-PILOT 360 ACTIVE 2.0			
19B	STEALTH PERFORMANCE PACKAGE			
THT	.P285/40R24 A/S BSW TIRES			
64M	.24" EBONY PAINTED ALUM WHEELS			
55B	BLUECRUISE EQUIP: 1 YR PLUS 90 DAY PLAN			
59J	DRIVER'S PACKAGE			
60D	STEALTH APPEARANCE PACKAGE			
65B	CONN PKG: 1 TIME 7YR			
96A	RUNNING BOARD-POWER DEPLOYABLE			

AS REQUESTED BY 1530-POLICE DEPT.

1	1000.30.15.1530.1530.1530.0000.0000.45040.	84302.41
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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	84302.41
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***** 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 00009022-00 FY 2026 PO 26005942 Acct No: 1000.30.15.1530.1530.1530.0000.0000.45040. Review: Buyer: Status: Converted	Page 3
---	--	--------

Vendor
 GROUP1 FORD OF PENSACOLA
 6397 PENSACOLA BLVD

Ship To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET

PENSACOLA, FL 32505

MOBILE, AL 36604
 AGEET@CITYOFMOBILE.GOV

Tel#850-266-2239

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
03/05/26	300234				FLEET MANAGEMENT-GARAGE

Account	Amount	Remaining Budget
1000.30.15.1530.1530.1530.0000.0000.45040.	84302.41	672904.04
POLICE ADMIN SERVICES EXP	FLEET VEHICLES	

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

Activity	Date	Clerk	Comment
Approved	03/05/26	MATTHEW ANDERSON	Auto approved by: 910518787
Approved	03/05/26	SHONNDA SMITH	Auto approved by: 910518787
Approved	03/05/26	CHERI BOUCHER	
Approved	03/05/26	DONALD ROSE	Auto approved by: 9105paij
Approved	03/05/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	03/05/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	03/05/26	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	03/05/26	JAMES NEESE	Auto approved by: 9105paij
Approved	03/05/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	03/05/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	03/05/26	ANNE FOLEY	Auto approved by: 9105paij
Approved	03/05/26	JOHN PAINE	

Authorized By: _____ Date: _____
 Signature

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

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

**Purchasing Department
and Package Delivery:
Bid Delivery Address:**

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

Postal Service Does Not Deliver to This Street Address

This is Not an Order

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

Typed by: lw

Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
02/25/2026	6030	Motor Pool	To Be Specified

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

12:01 p.m., Tuesday, March 3, 2026

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
1 ea.	FORD EXPEDITION PLATINUM MAX 2026 or Newer Ford Expedition Platinum 4x4 Max with Stealth Appearance Package as per the following and attached. NO SUBSTITUTE. Make _____ Model _____ Upon award the City will purchase one (1) Ford Expedition Platinum Max. Vehicle must be on the lot or available for delivery to City within two (2) weeks of issuance of Purchase Order. Price and delivery will be a consideration in the award of this bid. City payment terms are net thirty (30) days. This is a sealed bid. Bid must be physically delivered in a sealed envelope before the 12:01 pm bid opening time on Tuesday, March 3, 2026. Email responses will not be accepted. PLEASE NOTE: USPS IS NOT THE BEST CHOICE FOR GROUND DELIVERY SERVICE. IF USING THE POST OFFICE, THERE IS A HIGH POSSIBILITY YOUR BID PACKAGE WILL NOT GET TO THE PROCUREMENT DEPARTMENT ON TIME. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/					
Page 1 of 3			TOTAL			

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

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

Phone Number _____

Email Address _____

Firm Name _____

Signature _____

Type or Print Name _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 3 If the successful vendor's principal place of business is out-of- state vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.gov. CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications.					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 3 This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. TO BE AWARDED ALL OR NONE.					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

FORD EXPEDITION PLATINUM MAX

- Ford Expedition MAX SS
- 4x4
- Equipped with 3.5L Ecoboost V6 Engine
- 10-Speed Automatic Transmission
- Upgrade to Expedition Platinum Max 4x4 600A Order Code
- UM Agate Black Metallic
- EH Black Onyx Leather Trimmed
- 66B Ford Co-Pilot 360 Active 2.0
- 19B Stealth Performance Package
- THT P285/40R24 A/S BSW Tires
- 64M 24" Ebony Painted Alum Wheels
- 55B Bluecruise Equip: 1 YR Plus 90 Day Plan
- 59J Driver's Package
- 60D Stealth Appearance Package
- 65B Conn Package: 1 Time 7YR
- 96A Running Board-Power Deployable



PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: March 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 Hardy Chevrolet Buick GMC for two 2026 Chevrolet Tahoe LT SUV's for MPD

Amount of Contract:

\$126,900.00

Funding Source

General fund.

ATTACHMENTS:

1. 20260305 Hardy Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 10 March 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 Hardy Chevrolet Buick GMC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Hardy Chevrolet Buick GMC for two 2026 Chevrolet Tahoe
LT SUV's for MPD
General fund

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$126,900.00

FUNDING SOURCE:

Budget Item: See Requisitions

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 6028

How many bidders received bid packages (if applicable): 21 + web

How many bidders submitted bids (if applicable): 6

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>6623</u>	2026	(2050) FLEET MANAGEMENT-GARAGE	TWO 2026 CHEVROLET TAHOE LT SUVS FOR MPD (SEALED BID 6028)	\$126,900.00	<u>(299517) HARDY</u> <u>CHEVROLET</u> <u>BUICK GMC</u>

Adopted:

City Clerk

Bill To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG	Requisition 00006623-00 FY 2026 Acct No: 1000.30.15.1530.1530.1530.0000.0000.45040. Review: Buyer: 9105paij Status: Approved
---	--

Page 1

Vendor HARDY CHEVROLET BUICK GMC 1249 CHARLES HARDY PARKWAY DALLAS, GA 30157 Tel#2563307280 Fax 7704459659	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
01/13/26	299517				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
001 2026 CHEVROLET TAHOE LT, JET BLACK IN COLOR, 2WD, 4 DOOR, CHEVROLET BUILD CODE CC10706 WITH NO SUNROOF. AS PER CITY OF MOBILE BID #6028 AND YOUR QUOTE Additional Description Notes ----- 2026 CHEVROLET TAHOE LT, BLACK IN COLOR THESE ARE FOR THE POLICE CHIEF'S AS REQUESTED BY 1530-POLICE DEPT.	2.00 EACH	63450.00000	126900.00
1 1000.30.15.1530.1530.1530.0000.0000.45040.			126900.00

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

126900.00

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

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

Purchasing Department
and Package Delivery:
Bid Delivery Address:

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

Postal Service Does Not Deliver to This Street Address

This is Not an Order

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

Typed by: lw

Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
02/13/2026	6028	Municipal Garage	To Be Specified

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

12:01 p.m. Wednesday, March 4, 2026

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Appx 2-4	2026 CHEVROLET TAHOE LT 2WD					
	2026 or Newer Chevrolet Tahoe LT 2WD with no Sunroof as per the attached specifications for a 2025 Tahoe LT. Vehicle is to be Jet Black with no Sunroof and to exactly match the specifications of the 2025 Tahoe LT which is attached. To be a Tahoe LT 2WD; No Substitutes. Make_____ Model_____ Delivered Price FOB Mobile \$_____ Include all costs in your price listed above for vehicle, delivery, paperwork, etc. Upon award, the City will buy a minimum of two (2) 2026 Tahoe LT 2WD. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.					
Page 1 of 2			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE

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

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

Type or Print Name _____

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

BID CONTINUATION SHEET

Page _____ of _____

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

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____



2025 TAHOE 2WD LT

EXTERIOR: BLACK
INTERIOR: JET BLACK

ENGINE, 5.3L ECOTEC3 V8
TRANSMISSION, 10-SPEED AUTO

STANDARD EQUIPMENT

ITEMS FEATURED BELOW ARE INCLUDED AT NO EXTRA CHARGE IN THE STANDARD VEHICLE PRICE SHOWN

OWNER BENEFITS

- 3 YEAR / 36,000 MILE* BUMPER-TO-BUMPER LIMITED WARRANTY
- 5 YEAR/60,000 MILE* POWERTRAIN LIMITED WARRANTY, ROADSIDE ASSISTANCE & COURTESY TRANSPORTATION
- FIRST MAINTENANCE VISIT**WHICHEVER COMES FIRST
- SEE CHEVROLET.COM OR DEALER FOR TERMS, DETAILS & LIMITS

PERFORMANCE & MECHANICAL

- ADAPTIVE CRUISE CONTROL
- PREMIUM SMOOTH RIDE SUSPENSION
- MECHANICAL LIMITED SLIP DIFFERENTIAL
- AUTOMATIC STOP/START ENGINE

- STABILITRAK TRACTION CONTROL
- ELECTRONIC PRECISION SHIFT
- TRAILERING EQUIPMENT

CONNECTIVITY & TECHNOLOGY

- 8 YEARS ONSTAR BASICS
- SEE ONSTAR.COM FOR TERMS
- WIRELESS CHARGING FOR DEVICES
- KEYLESS OPEN, LOCK & START
- REMOTE VEHICLE START
- TWO POWER OUTLETS, 120 VOLT
- SIRIUSXM AUDIO W/TRIAL
- SEE SIRIUSXM.COM/TERMS
- 17.7" DIAG ADVANCED COLOR LCD DISPLAY WITH GOOGLE BUILT-IN COMPATIBILITY INCLUDING NAV CAPABILITY, CONNECTED APPS
- WIRELESS APPLE CARPLAY AND WIRELESS ANDROID AUTO FOR COMPATIBLE PHONES

INTERIOR

- TRI-ZONE AUTOMATIC HVAC
- HEATED FRONT BUCKET POWER

SEATS W/ LEATHER SEATING SURFACES

EXTERIOR

- POWER REAR LIFTGATE
- EXT. DOOR HANDLES, BODY COLOR

SAFETY & SECURITY

- ENHANCED AUTOMATIC EMERGENCY BRAKING
- FRONT PEDESTRIAN AND BICYCLIST BRAKING
- FORWARD COLLISION ALERT
- BLIND ZONE STEERING ASSIST
- INTELLIBEAM
- HD SURROUND VISION
- ENHANCED AUTOMATIC PARKING ASSIST
- REAR CROSS TRAFFIC BRAKING
- REAR PEDESTRIAN ALERT
- SAFETY ALERT SEAT
- THEFT DETERRENT SYSTEM

MANUFACTURER'S SUGGESTED RETAIL PRICE

STANDARD VEHICLE PRICE \$62,000.00

OPTIONS & PRICING

OPTIONS INSTALLED BY THE MANUFACTURER (MAY REPLACE STANDARD EQUIPMENT SHOWN)

COMFORT PACKAGE: 2,215.00

- FOG LAMPS, FRONT LED
- SEATS, HEATED, SECOND ROW OUTBOARD SEATS
- SEATS, 2ND ROW 60/40 SPLIT BENCH, POWER RELEASE
- SEATS, 3RD ROW 60/40 SPLIT-BENCH, POWER FOLD
- MEMORY SETTINGS, DRIVER SEAT, OUTSIDE MIRRORS
- LED HEADLAMPS AND TAILLAMPS W/ ANIMATED LIGHTING
- HEATED STEERING WHEEL
- 10 SPEAKER BOSE CENTERPOINT SURROUND SOUND AUDIO SYSTEM
- INSIDE REARVIEW MIRROR, AUTO

TOTAL OPTIONS \$3,695.00
TOTAL VEHICLE & OPTIONS \$65,695.00
DESTINATION CHARGE 1,995.00

TOTAL VEHICLE PRICE* \$67,690.00

Visit us at www.chevy.com

EPA Fuel Economy and Environment

TAHOE 2WD

Standard SUVs range from 11 to 100 MPG. The best vehicle rates 140 MPGe.

Fuel Economy

17 MPG

combined city/hwy

15 city

20 highway

5.9 gallons per 100 miles

Annual fuel cost

\$3,100

Fuel Economy & Greenhouse Gas Rating (tailpipe only)

1 3 10 Best

This vehicle emits 530 grams CO₂ per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions. Learn more at fuelconomy.gov.

Best

10 Best

10 Best

10 Best

10 Best

10 Best

10 Best

10 Best

10 Best

10 Best

10 Best

10 Best

10 Best

10 Best

10 Best

Gasoline Vehicle

You spend **\$6,000** more in fuel costs over 5 years compared to the average new vehicle.

Smog Rating (tailpipe only)

1 6 10 Best

This vehicle emits 530 grams CO₂ per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions. Learn more at fuelconomy.gov.

Best

10 Best

10 Best

10 Best

10 Best

10 Best

10 Best

10 Best

10 Best

10 Best

10 Best

10 Best

10 Best

10 Best

10 Best

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score Not Rated

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash Driver Passenger Not Rated Not Rated

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side Crash Front seat Rear seat Not Rated Not Rated

Based on the risk of injury in a side impact.

Rollover ★★

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★) with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA)

www.safercar.gov or 1-888-327-4236



Equipped with the safety and security of OnStar®

Visit onstar.com for details

PARTS CONTENT INFORMATION

FOR VEHICLES IN THIS CARLINE:
U.S./CANADIAN PARTS CONTENT: 37%
MAJOR SOURCES OF FOREIGN PARTS CONTENT: MEXICO 37%

NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON-PARTS COSTS.

FOR THIS VEHICLE:
FINAL ASSEMBLY POINT:
ARLINGTON, TX U.S.A.
COUNTRY OF ORIGIN:
ENGINE: UNITED STATES
TRANSMISSION: UNITED STATES

ORDER NO REFZKX SALES CODE E
SALES MODEL CODE 0C1006

FINAL ASSEMBLY
ARLINGTON, TX U.S.A.

VIN 1GNSSNRD3SR233600

DEALER TO WHOM DELIVERED

DONOHOO CHEVROLET

©2024 General Motors LLC
SALES MODEL CODE 0C1006



RR

This label has been applied to the vehicle and should be removed prior to delivery to the ultimate purchaser. Includes: Pre-Delivery Service. Does not include taxes, title, license, and accessories not listed above, local base or license fees.

Visit us at www.chevy.com

Visit us at www.chevy.com

Visit us at www.chevy.com

FORD F-450 W/CAGE BODY AS FOLLOWS:

FORD F450 CHASSIS CAB 84" CA WITH CREW CAB AND GAS ENGINE.

12FT PLATFORM BODY W/40" TALL SIDES,

LOWER 1/3 OF SIDES SMOOTH STEEL WITH UPPER PORTION CONSTRUCTED OR
PERFORATED (EXPANDED METAL

),CAB HEIGHT HEAD BOARD OF SAME DESIGN

REAR GATE WHERE BOTTOM PORTION IS SMOOTH STEEL AND DROPS, AND UPPER
PORTION OF GATE SPLIT INTO A BARN DORR STYLE OPENING.

BODY ROOF OF PERFORATED OR EXANDED METAL TO PROVIDE A COMPLETELY
ENCLOSED BODY AREA.

12V ELECTRIC HYDRAULIC HOIST WITH SUBFRAME INSTALLED UNDER BODY.

BODY PAINTED BLACK.

INCLUDE THE FOLLOWING OPTIONS:

REAR HITCH WITH 7 WAY TRAILER PLUG

4 CORNER STROBE SYSTEM 2 STROBES FRONT AND 2 STROBES REAR

MINI BAR LISHT INSTALLED TOP FRONT OF BODY

TOP MOUNTED WORK LIGHTS AT FRONT OF BODY TO ILLUMINATE INTERIOR OF BODY



PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: March 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 Intelliegent Video Solutions LLC for police interview Video-Audio-Learning-Tool (VALT) recording and documentation system for MPD.

Amount of Contract:

\$20,920.00

Funding Source

Capital - Police Headquarters Upgrades

ATTACHMENTS:

1. 20260305 Intelligent Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 10 March 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 Intelligent Video Solutions LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Intelliegent Video Solutions LLC for police interview
Video-Audio-Learning-Tool (VALT) recording and documentation system for MPD.
Capital - Police Headquarters Upgrades

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$20,920.00

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, service for prevention / 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>3062</u>	2026	(1530) POLICE ADMIN SERVICES	POLICE INTERVIEW VIDEO-AUDIO- LEARNING-TOOL (VALT) RECORDING AND DOCUMENTATION SYSTEM FOR MPD (PRICE BELOW BID REQUIREMENT, SERVICE FOR PREVENTION/DETECTION OF CRIMINAL ACTIVITY)	\$20,920.00	(299899) <u>INTELLIGENT</u> <u>VIDEO</u> <u>SOLUTIONS LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003062-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: 9105fo1a Status: Released	Page 1
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Vendor INTELLIGENT VIDEO SOLUTIONS LLC N53W24747 S CORPORATE CIR. SUSSEX, WI 53089 USA Tel#2625223320	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
--	--

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

 MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/03/26	299899				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

PER YOUR QUOTE #2602121436AR.

LAW ENFORCEMENT

EMAIL PO TO: AROWOLDT@IPIVS.COM AMBER ROWOLDT 262-522-6034

001	SERVER: 10200 R1A4S-K THE R1A4S IS 1U SHORT-DEPTH CHASSIS FEATURING AN INTEL XEON E-2436 CPU, 16GB RAM, RAID 1 SSD OS AND 4TB RAID 1 VIDEO OPTIMIZED DRIVES. THIS APPLIANCE IS BENCHMARKED TO MANAGE UP TO 10 1080P CAMERAAS OFFERING 2,000 HOURS OF VIDEO STORAGE. INCLUDES THE VALT SOFTWARE BASE LICENSE REQUIRES 1U ON A 4-POST SERVER RACK; DUPLEX POWER OUTLET; UPS (IVS BEST PRACTICE RECOMMENDATION); TWO TO THREE NETWORK CONNECTIONS CONNECTED DIRECTLY TO THE CUSTOMER-PROVIDED POE SWITCH. (\$10,140-\$5,391.76 SPECIAL DISCOUNT = \$4,748.24) Additional Description Notes	1.00 EACH	4748.24000	4748.24
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003062-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: 9105fola Status: Released	Page 2
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Vendor INTELLIGENT VIDEO SOLUTIONS LLC N53W24747 S CORPORATE CIR. SUSSEX, WI 53089 USA Tel#2625223320	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
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Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

 MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/03/26	299899				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
1	MODEL NAME:R1A4S FOAM FACTOR:1U CAMERAS: 10 OS:UBUNTU LINUX 24.04 OS DRIVE: BOSS CONTROLLER CARD + WITH 2 M.2 STICKS 480G STORAGE: 4 TB RAID OS:RAID 1 SSD RAID STORAGE: RAID 1, HOT SWAP RAID CONTROLLER: PERC H355 RAID CONTROLLER, LOW PROFILE CPU: INTEL XEON E-2436 CACHE: 18 MB CORES: 6 THREADS: 12 SPPED: 2.9 GHZ MEMORY: (1) 16GB 5600MT/S DDR5 ECC UDIMM HEIGHT X WIDTH X DEPTH: 1.7" X 17.08" X 23.45" MOUNTAING RAILS: 1U/2U 2/4-POST STATIC RAILS APPLIANCE WEIGHT: 21 LBS SHIPPING WEIGHT:37 LBS MOTHERBOARD: POWEREDGE R260 MOTHERBOARD POWER SUPPLY:SINGLE, CABLED POWER SUPPLY, 450W AVG POWER CONSUMPTION: 160W BTU/HR:546 VIDEO STORAGE: 2,000 HOURS			
1	2000.80.00.0000.0000.0000.0000.47010. E C0100 .CAPEQUIPMT.			4748.24

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003062-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: 9105fola Status: Released	Page 3
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Vendor
 INTELLIGENT VIDEO SOLUTIONS LLC
 N53W24747 S CORPORATE CIR.

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

SUSSEX, WI 53089
 USA
 Tel#2625223320

MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/03/26	299899				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

003 SHURE MICROFLEX MX395 39012	4.00	550.00000	2200.00
MX395S-K	EACH		

Additional Description Notes

 All measurements taken with microphone mounted on a wooden surface (76 x 76 cm)

Cartridge Type
 Electret Condenser

Frequency Response
 50-17000 Hz

Polar Pattern
 MX395/O Omnidirectional
 MX395/C Cardioid
 MX395/BI Bidirectional
 Output Impedance
 170

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003062-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: 9105fola Status: Released	Page 4
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Vendor INTELLIGENT VIDEO SOLUTIONS LLC N53W24747 S CORPORATE CIR. SUSSEX, WI 53089 USA Tel#2625223320	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
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Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

 MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/03/26	299899				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
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Output Configuration
 Active Balanced

Sensitivity
 @ 1 kHz, open circuit voltage

Cardioid	35 dBV/Pa (18 mV)
Omnidirectional	28 dBV/Pa (42 mV)
Bidirectional	37 dBV/Pa (14 mV)
1 Pa=94 dB SPL	

Maximum SPL
 1 kHz at 1% THD, 1 k load

Cardioid	121 dB
Omnidirectional	114 dB
Bidirectional	123 dB
Equivalent Output Noise	
A-weighted	

Cardioid	28 dB SPL
Omnidirectional	21 dB SPL
Bidirectional	29 dB SPL
Signal-to-Noise Ratio	
Ref. 94 dB SPL at 1 kHz	

Cardioid	66 dB
Omnidirectional	73 dB
Bidirectional	65 dB
Dynamic Range	

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003062-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: 9105fo1a Status: Released
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Page 5

Vendor
 INTELLIGENT VIDEO SOLUTIONS LLC
 N53W24747 S CORPORATE CIR.

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

SUSSEX, WI 53089
 USA
 Tel#2625223320

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/03/26	299899				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
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1 k load, @ 1 kHz

Cardioid 93 dB
 Omnidirectional 93 dB
 Bidirectional 94 dB
 Common Mode Rejection
 10 to 100,000 kHz

45 dB, minimum

Preamplifier Output Clipping Level
 at 1% THD

8 dBV (0.4 V)

Logic Connections

LED IN Active low (1.0V), TTL compatible. Absolute maximum voltage: -0.7V to 50V.

Net Weight
 136 g (0.30 lbs)

Environmental Conditions

Operating Temperature -18-57°C (0-135°F)

Storage Temperature -29-74°C (-20-165°F)

Relative Humidity 0-95%

Power Requirements

MX395 11-52 V DC, 2.0 mA

MX395-LED 48-52 V DC, 8.0 mA

1 2000.80.00.0000.0000.0000.0000.47010.
 E C0100 .CAPEQUIPMT.

2200.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003062-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: 9105fofa Status: Released	Page 6
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Vendor
 INTELLIGENT VIDEO SOLUTIONS LLC
 N53W24747 S CORPORATE CIR.

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

SUSSEX, WI 53089
 USA
 Tel#2625223320

MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/03/26	299899				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
004	AXIS F9111 1080P COVERT CAMERA MOUNTED IN MOTION DETECTOR ENCLOSURE 19022 F9111MD-K Additional Description Notes ----- Model ARTPEC-7 Memory 1024 MB RAM, 512 MB Flash Compute capabilities Machine learning processing unit (MLPU)	4.00 EACH	1305.00000	5220.00
1	2000.80.00.0000.0000.0000.0000.47010. E C0100 .CAPEQUIPMT.			5220.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003062-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: 9105fola Status: Released	Page 7
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Vendor INTELLIGENT VIDEO SOLUTIONS LLC N53W24747 S CORPORATE CIR.	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET
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SUSSEX, WI 53089 USA Tel#2625223320	MOBILE, AL 36606
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Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/03/26	299899				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
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 2460 GOVERNMENT STREET
 MOBILE, AL 36606

005 RED START/STOP RECORDING BUTTON & MOUNT KIT 54002 VALTBNR-K	4.00 EACH	100.00000	400.00
1 2000.80.00.0000.0000.0000.0000.47010. E C0100 .CAPEQUIPMT.			400.00

Ship To
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 MOBILE, AL 36606

Deliver To
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 MOBILE, AL 36606

006 LED RECORDING SIGN 55005 RECSGN	4.00 EACH	195.00000	780.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003062-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: 9105fola Status: Released	Page 8
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Vendor
 INTELLIGENT VIDEO SOLUTIONS LLC
 N53W24747 S CORPORATE CIR.

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

SUSSEX, WI 53089
 USA
 Tel#2625223320

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/03/26	299899				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.47010. E C0100 .CAPEQUIPMT.			780.00

Ship To
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 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

008	AV PHYSICAL INSTALLATION SERVICES REQUIRED FOR PROJECT. 95010 AVINS	1.00 EACH	4171.52000	4171.52
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1	2000.80.00.0000.0000.0000.0000.47010. E C0100 .CAPEQUIPMT.			4171.52
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Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
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 MOBILE, AL 36606

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003062-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: 9105fola Status: Released	Page 9
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Vendor INTELLIGENT VIDEO SOLUTIONS LLC N53W24747 S CORPORATE CIR. SUSSEX, WI 53089 USA Tel#2625223320	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
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Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

 MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/03/26	299899				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
009 PROJECT MANAGEMENT SERVICES FOR VALT DEPLOYMENT 95203 PROJM	1.00 EACH	708.37000	708.37

1 2000.80.00.0000.0000.0000.0000.47010. E C0100 .CAPEQUIPMT. .			708.37
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Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
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 2460 GOVERNMENT STREET
 MOBILE, AL 36606

010 MISCELLANEOUS CABLE 96010 MCABL	1.00 EACH	78.71000	78.71
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1 2000.80.00.0000.0000.0000.0000.47010. E C0100 .CAPEQUIPMT. .			78.71
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Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003062-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: 9105fola Status: Released	Page 10
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Vendor INTELLIGENT VIDEO SOLUTIONS LLC N53W24747 S CORPORATE CIR. SUSSEX, WI 53089 USA Tel#2625223320	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
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Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

 MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/03/26	299899				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	2460 GOVERNMENT STREET MOBILE, AL 36606			

011	ON SITE CONFIGURATION SERVICES OF VALT APPLIANCE - SOFTWARE & AXIS CAMERAS 95101 OCONF	1.00 EACH	550.96000	550.96
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1	2000.80.00.0000.0000.0000.0000.47010. E C0100 .CAPEQUIPMT.			550.96
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Ship To
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 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

014	SHIPPING AND LOGISTICS 96014 SHIPPING & LOGISTICS	1.00 EACH	562.20000	562.20
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1	2000.80.00.0000.0000.0000.0000.47010. E C0100 .CAPEQUIPMT.			562.20
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003062-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: 9105fola Status: Released
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Vendor
 INTELLIGENT VIDEO SOLUTIONS LLC
 N53W24747 S CORPORATE CIR.

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

SUSSEX, WI 53089
 USA
 Tel#2625223320

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/03/26	299899				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

015 95205 NETBDL-K NETWORK BUNDLE KIT	1.00 EACH	1500.00000	1500.00
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1 2000.80.00.0000.0000.0000.0000.47010. E C0100 .CAPEQUIPMT.			1500.00
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Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

[Requisition Link](#)

Requisition Total	20920.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003062-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: 9105fo1a Status: Released	Page 12
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Vendor INTELLIGENT VIDEO SOLUTIONS LLC N53W24747 S CORPORATE CIR.	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET
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MOBILE, AL 36606

SUSSEX, WI 53089
 USA
 Tel#2625223320

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/03/26	299899				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
***** Project Ledger Summary Section *****				
	Account		Amount	Remaining Budget
	E C0100 .CAPEQUIPMT.		20920.00	1149440.20

***** General Ledger Summary Section *****				
	Account		Amount	Remaining Budget
	2000.80.00.0000.0000.0000.0000.47010.		20920.00	
CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER \$5000)				

***** Approval/Conversion Info *****				
Activity	Date	Clerk	Comment	
CCancelled	02/13/26	ANNE FOLEY	GL Allocation, GL Allocation,	
CCancelled	02/13/26	ANNE FOLEY	GL Allocation changed	
Approved	10/16/25	CARLEEN STOUT	approved!	
Approved	10/16/25	CHAD HOLM	Auto approved by: 910518486	
Approved	10/28/25	CARLEEN STOUT	approved!	
Approved	10/28/25	CHAD HOLM	Auto approved by: 910518486	
Approved	02/18/26	CARLEEN STOUT	approved!	
Approved	02/18/26	CHAD HOLM	Auto approved by: 910518486	
Approved	02/23/26	CARLEEN STOUT	approved!	
Approved	02/23/26	CHAD HOLM	Auto approved by: 910518486	
Approved	03/04/26	CARLEEN STOUT	approved!	
Approved	03/04/26	CHAD HOLM	Auto approved by: 910518486	
Rejected	10/17/25	BRENDA RHODES	Should not be paid for out thi	
Approved	10/29/25	BRENDA RHODES		
Approved	10/29/25	TIFFANY HOLLINS	Auto approved by: 910511034	
Approved	10/29/25	RELYA MALLORY	Auto approved by: 910511034	
Rejected	02/19/26	BRENDA RHODES	Some items are not capital exp	
Rejected	02/25/26	BRENDA RHODES	Some items are not capital exp	
Queued	03/04/26	BRENDA RHODES	Some items are not capital exp	



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: March 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 one year subscription to enhanced mobile device forensic extraction software for Gulf Coast Technology Center

Amount of Contract:

\$69,870.00

Funding Source

General fund

ATTACHMENTS:

1. 20260303 Magnet Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 10 March 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 Magnet Forensics USA, Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Magnet Forensics USA Inc for one year subscription to
enhanced mobile device forensic extraction software for Gulf Coast Technology Center .
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$69,870.00

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: Bid exempt as software, services to aid in prevention/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>8880</u>	2026	(1502) GULF COAST TECHNOLOGY CENTER	ONE-YEAR SUBSCRIPTION TO ENHANCED MOBILE DEVICE FORENSIC EXTRACTION SOFTWARE FOR GULF COAST TECHNOLOGY CENTER (BID EXEMPT AS SOFTWARE, SERVICES TO AID IN PREVENTION AND DETECTION OF CRIMINAL ACTIVITY)	\$69,870.00	<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 00008880-00 FY 2026 Acct No: 1000.30.15.1502.1502.1502.0000.0000.42115. Review: Buyer: 9105fo1a Status: Approved	Page 1
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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
03/03/26	1295509	03/26/26			GULF COAST TECHNOLOGY CENTE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			

PER QUOTE: Q-436538-1_EXPIRES ON MARCH 26, 2026

001	STATE OF ALABAMA CODE #41-16-51(a)(8) SOFTWARE EXEMPTION. LICENSE FOR SOFTWARE AS SPECIFIED:	1.00 EACH	69870.00000	69870.00
	Additional Description Notes			

FT-PR
 FaTrak Unlimited
 GrayKey FaTrak Unlimited
 Start Date: April 1, 2026
 End Date: March 31, 2027
 Vendor Item
 Inventory Item/Loc 1723

1	1000.30.15.1502.1502.1502.0000.0000.42115.		69870.00
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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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00008880-00 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
03/03/26	295509	03/26/26			GULF COAST TECHNOLOGY CENTE

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36602			

Requisition Link

Requisition Total 69870.00

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

Account	Amount	Remaining Budget
1000.30.15.1502.1502.1502.0000.0000.42115.	69870.00	1350271.64
GULF COAST TECHNOLOGY CENTER SOFTWARE COSTS		

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

Activity	Date	Clerk	Comment
Approved	03/03/26	JASON SMITH	Reviewed and Approved
Approved	03/03/26	CURTIS GRAVES	Auto approved by: 910520680
Approved	03/03/26	ROBERT LASKY	Auto approved by: 91055580
Approved	03/03/26	CURTIS GRAVES	NA
Approved	03/03/26	DONALD ROSE	Auto approved by: 9105fola
Approved	03/03/26	SANDRA LEWIS	Auto approved by: 9105fola
Approved	03/03/26	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	03/03/26	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	03/03/26	JAMES NEESE	Auto approved by: 9105fola
Approved	03/03/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105fola
Approved	03/03/26	REBECCA CRUMPLER	Auto approved by: 9105fola
Approved	03/03/26	ANNE FOLEY	
Approved	03/03/26	JOHN PAINE	Auto approved by: 9105fola
Approved	03/03/26	ANNE FOLEY	Auto approved by: 9105fola

Authorized By: _____ Date: _____

=====	=====
Bill To	Requisition 00008880-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1502.1502.1502.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fo1a
vendorinvoices@cityofmobile.org	Status: Approved
	Page 3
=====	=====

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

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
03/03/26	295509	03/26/26			GULF COAST TECHNOLOGY CENTE
-----	-----	-----	-----	-----	-----

LN Description / Account	Signature	Qty	Unit Price	Net Price
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CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: March 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 Syn-tech Systems, Inc. for annual renewal of FMLive FuelMaster fuel management software for Municipal Garage.

Amount of Contract:

\$16,988.00

Funding Source

General fund.

ATTACHMENTS:

1. 20260302 Syntech Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 10 March 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 Syn-Tech Systems, Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Syn-tech Systems, Inc. for annual renewal of FMLive
FuelMaster fuel management software for Municipal Garage.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$16,988.00

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, bid exempt as software..

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 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>8058</u>	2026	(2050) FLEET MANAGEMENT – GARAGE	ANNUAL RENEWAL OF FMLIVE FUEL MANAGEMENT SOFTWARE AND SUPPORT SERVICES FOR MUNICIPAL GARAGE (PRICE BELOW BID REQUIREMENT, BID EXEMPT AS SOFTWARE)	\$16,988.00	<u>(296362) SYN-TECH</u>

Adopted:

City Clerk

===== Bill To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG	Requisition 00008058-00 FY 2026 Acct No: 1000.40.20.2070.2050.2070.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 1
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Vendor SYN-TECH TALLAHASSEE, FL 32305 Tel#800-888-9136 Fax 850-877-9327	Ship To MUNICIPAL GARAGE ATTN: SEAN 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
02/11/26	296362				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

PER INVOICE #3282876.

001	STATE OF ALABAMA CODE #41-16-51(a)(8) SOFTWARE EXEMPTION. FMLIVE SYSTEM WIDE LIMITED SERVICE RENEWAL. EFFECTIVE 2/01/2026-01/31/2027. THIS INCLUDES ALL SYSTEM UPDATES. FMLIVESM+BI-R SMALL PLATFORM, SOFTWARE - ADV, RE \$13,413 AND 13 PUMPS AT \$275 EACH. TOTAL \$16,988.	1.00 EACH	16988.00000	16988.00
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Additional Description Notes

FMLIVE SYSTEM WIDE LIMITED SERVICE RENEWAL. EFFECTIVE 2/01/2025-01/31/2026.
THIS INCLUDES ALL SYSTEM UPDATES. FMLIVESM+BI-R SMALL PLATFORM, SOFTWARE -
ADV, RE \$13,413 AND 13 PUMPS AT \$275 EACH. TOTAL \$16,988.

1	1000.40.20.2070.2050.2070.0000.0000.42115.	16988.00
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Ship To
MUNICIPAL GARAGE ATTN: SEAN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To

Bill To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG	Requisition 00008058-00 FY 2026 Acct No: 1000.40.20.2070.2050.2070.0000.0000.42115. Review: Buyer: 9105fola Status: Approved
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Page 2

Vendor SYN-TECH TALLAHASSEE, FL 32305 Tel#800-888-9136 Fax 850-877-9327	Ship To MUNICIPAL GARAGE ATTN: SEAN 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
02/11/26	296362				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604			

[Requisition Link](#)

Requisition Total	16988.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.42115.	16988.00	6655353.68
FLEET MANAGEMENT EXP		
SOFTWARE COSTS		

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

Activity	Date	Clerk	Comment
Approved	02/12/26	MATTHEW ANDERSON	
Approved	02/12/26	SHONNDA SMITH	Auto approved by: 910516584
Approved	02/12/26	CHERI BOUCHER	Auto approved by: 910516584
Approved	02/27/26	DONALD ROSE	Auto approved by: 9105fola
Approved	02/27/26	SANDRA LEWIS	Auto approved by: 9105fola
Approved	02/27/26	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	02/27/26	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	02/27/26	JAMES NEESE	Auto approved by: 9105fola
Approved	02/27/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105fola
Approved	02/27/26	REBECCA CRUMPLER	Auto approved by: 9105fola
Approved	02/27/26	ANNE FOLEY	
Approved	02/27/26	JOHN PAINE	Auto approved by: 9105fola

Authorized By: _____ Date: _____

Bill To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG	Requisition 00008058-00 FY 2026 Acct No: 1000.40.20.2070.2050.2070.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 3
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Vendor SYN-TECH TALLAHASSEE, FL 32305 Tel#800-888-9136 Fax 850-877-9327	Ship To MUNICIPAL GARAGE ATTN: SEAN 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
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/11/26	296362				FLEET MANAGEMENT-GARAGE

LN Description / Account	Signature	Qty	Unit Price	Net Price
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CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: March 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 Tablet Command Inc for annual renewal of Tablet Command incident management software for MFRD.

Amount of Contract:

\$38,500.00

Funding Source

General fund.

ATTACHMENTS:

1. 20260302 Tablet Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 10 March 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 Tablet Command Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Tablet Command Inc for annual renewal of Tablet
Command incident management software for MFRD.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$38,500.00

FUNDING SOURCE:

Budget Item: See Requisitions

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement, bid exempt as software..

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 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>8581</u>	2026	(1510) FIRE ADMINISTRATION	ANNUAL RENEWAL OF TABLET COMMAND INCIDENT MANAGEMENT SOFTWARE FOR MFRD (PRICE BELOW BID REQUIREMENT, BID EXEMPT AS SOFTWARE)	\$38,500.00	<u>(298024) TABLET COMMAND INC.</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00008581-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 1
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Vendor TABLET COMMAND INC 822 HARTZ WAY SUITE 235 DANVILLE, CA 94526 UNITED STATES Tel#2093796911	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.GOV Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/25/26	298024				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

RENEWAL PER STATE OF ALABAMA CODE #41-16-51(a)(8) SOFTWARE EXEMPTION.

RENEWAL PERIOD 2/01/2026 - 01/31/2027.

SEND PO TO:
BILLY@TABLETCOMMAND.COM

001 LICENSE FOR SOFTWARE AS SPECIFIED:	1.00 EACH	2750.00000	2750.00
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Additional Description Notes

Agency License (2-Way). PER YEAR.
Vendor Item
Inventory Item/Loc 1723

1 1000.30.15.1510.1510.1510.0000.0000.42115.	2750.00
--	---------

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00008581-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 2
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Vendor TABLET COMMAND INC 822 HARTZ WAY SUITE 235 DANVILLE, CA 94526 UNITED STATES Tel#2093796911	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.GOV Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/25/26	298024				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	2851 OLD SHELL ROAD MOBILE, AL 36607			

002	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes	1.00 EACH	8000.00000	8000.00
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CAD Interface License (2-Way) PER YEAR

Vendor Item
Inventory Item/Loc 1723

1	1000.30.15.1510.1510.1510.0000.0000.42115.		8000.00
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

003	LICENSE FOR SOFTWARE AS SPECIFIED:	1.00 EACH	1000.00000	1000.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00008581-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 3
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Vendor TABLET COMMAND INC 822 HARTZ WAY SUITE 235 DANVILLE, CA 94526 UNITED STATES Tel#2093796911	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.GOV Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/25/26	298024				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
1	Staffing to TC Interface License PER YEAR. Vendor Item Inventory Item/Loc 1723 1000.30.15.1510.1510.1510.0000.0000.42115.			1000.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

004	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes ----- TC Mobile - Unlimited PER YEAR. Vendor Item Inventory Item/Loc 1723	1.00 EACH	5000.00000	5000.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00008581-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 4
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Vendor TABLET COMMAND INC 822 HARTZ WAY SUITE 235 DANVILLE, CA 94526 UNITED STATES Tel#2093796911	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.GOV Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/25/26	298024				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.30.15.1510.1510.1510.0000.0000.42115.			5000.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
005	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes ----- Pro License (Tablet) PER YEAR. Vendor Item Inventory Item/Loc 1723	30.00 EACH	500.00000	15000.00
1	1000.30.15.1510.1510.1510.0000.0000.42115.			15000.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00008581-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 5
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Vendor TABLET COMMAND INC 822 HARTZ WAY SUITE 235 DANVILLE, CA 94526 UNITED STATES Tel#2093796911	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.GOV Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/25/26	298024				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
006	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes ----- Manage PER YEAR PER RENEWAL QUOTE Vendor Item Inventory Item/Loc 1723	29.00 EACH	50.00000	1450.00
1	1000.30.15.1510.1510.1510.0000.0000.42115.			1450.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00008581-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 6
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Vendor TABLET COMMAND INC 822 HARTZ WAY SUITE 235 DANVILLE, CA 94526 UNITED STATES Tel#2093796911	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.GOV Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/25/26	298024				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
007	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes ----- User Status to CAD PER YEAR. Vendor Item Inventory Item/Loc 1723 1 1000.30.15.1510.1510.1510.0000.0000.42115.	25.00 EACH	200.00000	5000.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00008581-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 7
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Vendor TABLET COMMAND INC 822 HARTZ WAY SUITE 235 DANVILLE, CA 94526 UNITED STATES Tel#2093796911	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.GOV Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/25/26	298024				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
008	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes ----- Location to CAD, PER YEAR. Vendor Item Inventory Item/Loc 1723	2.00 EACH	150.00000	300.00
1	1000.30.15.1510.1510.1510.0000.0000.42115.			300.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00008581-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 8
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Vendor TABLET COMMAND INC 822 HARTZ WAY SUITE 235 DANVILLE, CA 94526 UNITED STATES Tel#2093796911	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.GOV Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/25/26	298024				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

[Requisition Link](#)

Requisition Total	38500.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.30.15.1510.1510.1510.0000.0000.42115.	38500.00	2265056.87
FIRE ADMINISTRATION EXP	SOFTWARE COSTS	

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

Activity	Date	Clerk	Comment
Approved	02/27/26	DONALD ROSE	Auto approved by: 9105fola
Approved	02/27/26	SANDRA LEWIS	Auto approved by: 9105fola
Approved	02/27/26	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	02/27/26	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	02/27/26	JAMES NEESE	Auto approved by: 9105fola
Approved	02/27/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105fola
Approved	02/27/26	REBECCA CRUMPLER	Auto approved by: 9105fola



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: March 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 Vulcan Inc for street name sign brackets for Traffic Engineering.

Amount of Contract:

\$28,050.00

Funding Source

General fund

ATTACHMENTS:

1. 20260303 Vulcan Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 10 March 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 Vulcan Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Vulcan Inc for street name sign brackets for Traffic Engineering.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$28,050.00

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, Mobile County cooperative bid 89-25.

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>6296</u>	2026	(2060) TRAFFIC ENGINEERING	STREET NAME SIGN BRACKETS FOR TRAFFIC ENGINEERING (PRICE BELOW BID REQUIREMENT; MOBILE COUNTY COOPERTIVE BID 89-25)	\$28,050.00	<u>(270972)</u> <u>VULCAN INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006296-00 FY 2026 Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 1
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Vendor VULCAN INC VULCAN SIGNS P O BOX 1850 FOLEY, AL 36536-1850 Tel#800-633-6845 Fax 251-943-1544	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 JOANNA.ARNETT@CITYOFMOBILE.ORG
--	--

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/03/26	1270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	AS PER MOBILE COUNTY BID # 89-25 AND YOUR BID RESPONSE 12" ADJUSTABLE FLAT BLADE CAP FOR UC POST (1 BLADE HOLDER PLUS ONE BASE EQUALS 1 CAP PART) ADJUSTABLE SNS CAP FOR U-CHANNEL POST WITH 12" FLAT BLADE HOLDER P/N 002238	500.00 EACH	27.55000	13775.00
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1	1000.40.20.3005.2060.3005.0000.0000.44020.			13775.00
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Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

002	12" ADJUSTABLE FLAT BLADE CROSS (2 BLADE HOLDER PIECES EQUALS 1 CROSS PART) ADJUSTABLE SNS CROSS WITH 12" FLAT BLADE HOLDER P/N 002257	500.00 EACH	28.55000	14275.00
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1	1000.40.20.3005.2060.3005.0000.0000.44020.			14275.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006296-00 FY 2026 Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 2
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Vendor VULCAN INC VULCAN SIGNS P O BOX 1850 FOLEY, AL 36536-1850 Tel#800-633-6845 Fax 251-943-1544	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 JOANNA.ARNETT@CITYOFMOBILE.ORG
--	--

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/03/26	270972				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

Requisition Link

Requisition Total	28050.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.3005.2060.3005.0000.0000.44020.	28050.00	333024.26
TRAFFIC ENGINEERING EXP	OPERATING SUPPLIES	

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

Activity	Date	Clerk	Comment
Rejected	01/09/26	SANDRA LEWIS	as per discussion with randy
Rejected	01/09/26	SANDRA LEWIS	AS PER OUR CONVERSATION
Approved	03/03/26	DONALD ROSE	Auto approved by: 910518227
Approved	03/03/26	SANDRA LEWIS	
Approved	03/03/26	STEVEN KRONINGER	Auto approved by: 910518227
Approved	03/03/26	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	03/03/26	JAMES NEESE	Auto approved by: 910518227
Approved	03/03/26	PATRICIA KENNEDY-JONES	Auto approved by: 910518227
Approved	03/03/26	REBECCA CRUMPLER	Auto approved by: 910518227

=====	=====
Bill To	Requisition 00006296-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 3
=====	=====

Vendor
VULCAN INC
VULCAN SIGNS
P O BOX 1850

FOLEY, AL 36536-1850

Tel#800-633-6845
Fax 251-943-1544

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET

MOBILE, AL 36604
JOANNA.ARNETT@CITYOFMOBILE.ORG

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET

MOBILE, AL 36604

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
03/03/26	270972				TRAFFIC ENGINEERING
-----	-----	-----	-----	-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
Approved	03/03/26 ANNE FOLEY		Auto approved by: 910518227	
Approved	03/03/26 JOHN PAINE		Auto approved by: 910518227	

Authorized By: _____ Date: _____
Signature

MOBILE COUNTY COMMISSION

COUNTY COMMISSIONERS
MERCERIA LUGOOD, PRESIDENT
CONNIE HUDSON, COMMISSIONER
RANDALL DUEITT, COMMISSIONER
TELEPHONE (251) 574-5077



ADMINISTRATION
E. EDWIN "EDDIE" KERR
COUNTY ADMINISTRATOR
ASPEN COLLINS
DEPUTY COUNTY ADMINISTRATOR
RICHARD A. MITCHELL, P.E.
DEPUTY COUNTY ADMINISTRATOR
TELEPHONE (251) 574-5073
FAX (251) 574-5080

July 16, 2025

VULCAN INC d/b/a VULCAN SIGNS
ATTN: DAVID B. BEVIACQUA
PO BOX 1850
FOLEY, AL 36536

Dear Mr. Beviacqua,

On July 16, 2025, Mobile County Commission awarded Bid #89-25 to your company for Annual Traffic Sign Material Bid for Mobile County Public Works

Thank you for your response to our bid invitation. You will receive purchase orders as needed.

Your bid prices are to remain firm for the bid term which expires on September 30, 2026.

Sincerely,

Natalie "Val" Rogers
Buyer III
Mobile County Commission
South Tower, 8th Floor
205 Government Street
Mobile, Alabama 36644
251 574-5085



award
7/16/25

MOBILE COUNTY COMMISSION

TOPIC: ANNUAL TRAFFIC SIGN BID FOR MOBILE COUNTY PUBLIC WORKS
DEPARTMENT FROM DATE OF AWARD THROUGH SEPTEMBER 30, 2026:

JULY 2, 2025

BID 89-25

DESCRIPTION	VULCAN INC. DBA VULCAN ALUMINUM DBA VULCAN SIGNS
R1-1 STOP TYPE XI 30" X 30"	\$40.57
R1-1 STOP TYPE XI 36" X 36"	\$58.43
R1-1 STOP TYPE XI 48" X 48"	\$108.60
R-1-2 YIELD TYPE XI 30"X30"X30"	\$23.20
R-1-2 YIELD TYPE XI 36"X36"X36"	\$30.74
R SERIES SPEED & MOVEMENT TYPE XI 2 COLORS 18"X6"	\$6.97
R SERIES SPEED & MOVEMENT TYPE IV 2 COLORS 36"X12"	\$16.16
R SERIES SPEED & MOVEMENT TYPE IV 2 COLORS 24"X18"	\$16.16
R SERIES SPEED & MOVEMENT TYPE IV 2 COLORS 24"X24"	\$21.54
R SERIES SPEED & MOVEMENT TYPE IV 2 COLORS 24"X30"	\$26.93
R SERIES SPEED & MOVEMENT TYPE IV 2 COLORS 24"X36"	\$32.32
R SERIES SPEED & MOVEMENT TYPE XI 2 COLORS 24"X36"	\$39.37
R SERIES SPEED & MOVEMENT TYPE IV 2 COLORS 30"X30"	\$33.66
R SERIES SPEED & MOVEMENT TYPE XI 2 COLORS 30"X30"	\$41.02
R SERIES SPEED & MOVEMENT TYPE IV 2 COLORS 30"X36"	\$40.40
R SERIES SPEED & MOVEMENT TYPE XI 2 COLORS 30"X36"	\$49.22
R SERIES SPEED & MOVEMENT TYPE XI 2 COLORS 36"X36"	\$59.06
R SERIES SPEED & MOVEMENT TYPE IV 3 COLORS 30"X30"	\$34.37
R SERIES SPEED & MOVEMENT TYPE XI 3 COLORS 30"X30"	\$41.58
R SERIES SPEED & MOVEMENT TYPE IV 3 COLORS 24"X30"	\$27.49
R SERIES SPEED & MOVEMENT TYPE XI 3 COLORS 24"X30"	\$33.26

MOBILE COUNTY COMMISSION

TOPIC:ANNUAL TRAFFIC SIGN BID FOR MOBILE COUNTY PUBLIC WORKS
DEPARTMENT FROM DATE OF AWARD THROUGH SEPTEMBER 30, 2026:

JULY 2, 2025

BID 89-25

R SERIES SPEED & MOVEMENT TYPE IX 3 COLORS 36"X36"	\$59.87
R SERIES SPEED & MOVEMENT TYPE IX 4 COLORS 30"X30"	\$41.58
R SERIES PARKING RESTRICTION TYPE IV 2 COLORS 12"X6"	\$5.02
R SERIES PARKING RESTRICTION TYPE IV 2 COLORS 12"X6" .63 THICK	\$4.37
R SERIES PARKING RESTRICTION TYPE IV 2 COLORS 12"X18"	\$9.87
R SERIES PARKING RESTRICTION TYPE IV 2 COLORS 12"X18" .63 THICK	\$8.47
R SERIES PARKING RESTRICTION TYPE IV 2 COLORS 12"X24" .63 THICK	\$10.67
R SERIES PARKING RESTRICTION TYPE IV 2 COLORS 24"X30"	\$26.93
R SERIES PARKING RESTRICTION TYPE IV 3 COLORS .63 THICK 12"X18"	\$9.16
R SERIES PARKING RESTRICTION TYPE IV 3 COLORS 12"X18"	\$10.65
R SERIES PARKING RESTRICTION TYPE IV 3 COLORS "MARDI GRAS" .63 THICK 12"X24"	\$11.35
R SERIES PARKING RESTRICTION TYPE IV 3 COLORS 24"X24"	\$21.99
R SERIES PARKING RESTRICTION TYPE IV 3 COLORS 24"X30"	\$27.49
M, D & I SERIES GUIDE 2 COLORS TYPE IV 21"X15"	\$13.35
M, D & I SERIES GUIDE 2 COLORS TYPE IV 24"X6"	\$5.77
M, D & I SERIES GUIDE 2 COLORS TYPE IV 24"X30"	\$26.93
M, D & I SERIES GUIDE 2 COLORS TYPE IV 30"X36"	\$40.40
M, D & I SERIES GUIDE 2 COLORS TYPE IV 48"X30"	\$53.87
M, D & I SERIES GUIDE 2 COLORS TYPE IV 60"X30"	\$67.34
M, D & I SERIES GUIDE 2 COLORS TYPE IV 72"X36"	\$96.96

MOBILE COUNTY COMMISSION

TOPIC:ANNUAL TRAFFIC SIGN BID FOR MOBILE COUNTY PUBLIC WORKS
DEPARTMENT FROM DATE OF AWARD THROUGH SEPTEMBER 30, 2026:

JULY 2, 2025

BID 89-25

N-W CRIME STOPPER 3 COLORS TYPE IV 18"X24"	\$21.61
CD-1 EVACUATION RT 2 COLORS TYPE IV 18"DIAMETER	\$14.95
CD-1-R EVACUATION RT 2 COLORS TYPE IV 18" DIAMETER	\$14.95
CD-1-L EVACUATION RT 2 COLORS TYPE IV 18" DIAMETER	\$14.95
CD-1-STR EVACUATION RT 2 COLORS TYPE IV 18"	\$14.95
C-2 DRUG FREE SCHOOL ZONE 2 COLORS TYPE 14 18"X12"	\$11.23
CV-28 B ADOPT A MILE 2 COLORS TYPE IV 24"X18"	\$21.61
CV-28 NEIGHBORHOOD WATCH 3 COLORS TYPE IV 18"X12"	\$11.23
CV-28 NEIGHBORHOOD WATCH 3 COLORS TYPE IV 18"X12" .63 THICK	\$11.84
SPECIAL SCHOOL SIGN 3 COLORS TYPE XIFYG 96"X96"	\$540.51
W-SERIES WARNING 2 COLORS TYPE IV 30"X30"	\$33.66
W-SERIES WARNING 2 COLORS TYPE XI 30"X30"	\$41.02
W-SERIES WARNING 2 COLORS TYPE IV 36"X18"	\$24.24
W-SERIES WARNING 2 COLORS TYPE XI 36"X18"	\$29.53
W-SERIES WARNING 2 COLORS TYPE IV 36"X36"	\$48.48
W-SERIES WARNING 2 COLORS TYPE XIFY 36"X36"	\$59.06
W-SERIES WARNING 2 COLORS TYPE XIFY 48"X24"	\$52.50
W-SERIES WARNING 2 COLORS TYPE IV 18"X18"	\$12.56
W-SERIES WARNING 2 COLORS TYPE IV 18"X24"	\$16.16
W-SERIES WARNING 2 COLORS TYPE IV 24"X24"	\$21.54
W-SERIES WARNING 2 COLORS TYPE XIFY 24"X24"	\$26.25
W-SERIES WARNING 2 COLORS TYPE XIFY 36"X12"	\$19.68

MOBILE COUNTY COMMISSION

TOPIC:ANNUAL TRAFFIC SIGN BID FOR MOBILE COUNTY PUBLIC WORKS
DEPARTMENT FROM DATE OF AWARD THROUGH SEPTEMBER 30, 2026:

JULY 2, 2025

BID 89-25

W-SERIES WARNING 2 COLORS TYPE IV 36" DIA	\$46.13
W-SERIES WARNING 2 COLORS TYPE XIFY 36" DIA	\$56.77
W-SERIES WARNING 2 COLORS TYPE IV 36"X48"X48"	\$42.57
W-SERIES WARNING 3 COLORS TYPE IV 36"X36"	\$59.87
W-SERIES WARNING 4 COLORS TYPE VIIIIFY 36"X36"	\$60.17
W-SERIES WARNING 2 COLORS TYPE VIIIIFY 36"X36"	\$59.06
W-SERIES WORK AREA WARNING 2 COLORS TYPE VIIIFO 30"X30"	\$41.02
W-SERIES WORK AREA WARNING 2 COLORS TYPE IV 60"X36"	\$80.80
W-SERIES WORK AREA WARNING 2 COLORS TYPE VIIIFO 60"X36"	\$98.44
W-SERIES WORK AREA WARNING 2 COLORS TYPE VIIIFO 60"X30"	\$82.04
W-SERIES WORK AREA WARNING 2 COLORS TYPE IV 60"X24"	\$53.87
W-SERIES WORK AREA WARNING 2 COLORS TYPE VIIIFO 60"X24"	\$65.63
W-SERIES WORK AREA WARNING 2 COLORS TYPE VIIIFO 48"X48"	\$105.01
W-SERIES WORK AREA WARNING 2 COLORS TYPE VIIIFO 48"X30"	\$65.63
W-SERIES WORK AREA WARNING 2 COLORS TYPE VIIIFO 36"X18"	\$29.53
W-SERIES WORK AREA WARNING 2 COLORS TYPE VIIIFO 24"X12"	\$14.28
W-SERIES WORK AREA WARNING 2 COLORS TYPE VIIIFO 24"X18"	\$19.68
W-SERIES WORK AREA WARNING 2 COLORS TYPE VIIIFO 30"X24"	\$32.81
W-SERIES WORK AREA WARNING 2 COLORS TYPE VIIIFO 48"X18"	\$39.37
W1-8 CHEVRON ALIGNMENT 2 COLOR TYPE XIFY 24"X30"	\$32.81
W1-8 CHEVRON ALIGNMENT 2 COLOR TYPE XIFY 30"X36"	\$49.22
S-SCHOOL AREA 2 COLORS TYPE XIFYG 36"X36"	\$59.06
S-SCHOOL AREA 2 COLORS TYPE XIFYG 24"X30"	\$32.81

MOBILE COUNTY COMMISSION

TOPIC:ANNUAL TRAFFIC SIGN BID FOR MOBILE COUNTY PUBLIC WORKS
DEPARTMENT FROM DATE OF AWARD THROUGH SEPTEMBER 30, 2026:

JULY 2, 2025

BID 89-25

S-SCHOOL AREA 2 COLORS TYPE XIFYG 24"X8"	\$10.25
S-SCHOOL AREA 2 COLORS TYPE XIFYG 24"X10"	\$12.01
S-SCHOOL AREA 2 COLORS TYPE XIFYG 24"X48"	\$52.50
TYPE I OBJECT MARKERS 18"X18" TYPE IV W/9 REFLECTORS	\$42.00
TYPE II OBJECT MARKERS 6"X12" TYPE IV WO/REFLECTORS	\$4.68
TYPE III OBJECT MARKERS 12"X36" TYPE XIFY 2 COLORS W/4"DIAGONAL STRIPES	\$19.68
TYPE III BARRICADE PANEL 96"X10" TYPE XIFO W/6" DIAGONAL STRIPES	\$43.74
D-3 OVERHEAD STREET NAME 2 COLOR TYPE XI 18"X48"	\$94.75
D-3 OVERHEAD STREET NAME 2 COLOR TYPE XI 12"X48" .10 THICK	\$67.53
D-3 OVERHEAD STREET NAME 2 COLOR TYPE XI 18"X60"	\$118.44
D-3 OVERHEAD STREET NAME 2 COLOR TYPE XI 12"X60" .10 THICK	\$84.42
D-3 OVERHEAD STREET NAME 2 COLOR TYPE XI 18"X72"	\$142.12
D-3 OVERHEAD STREET NAME 2 COLOR TYPE XI 12"X72" .10 THICK	\$101.30
D-3 OVERHEAD STREET NAME 2 COLOR TYPE XI 18"X96"	\$189.50
D-3 STREET NAME 2 COLOR TYPE XI 12"X96" .10 THICK	\$135.07
D-3 STREET NAME 1 COLOR TYPE XI 42"X9"	\$41.17
D-3 STREET NAME 1 COLOR TYPE XI 42"X9" .10 THICK	\$46.62
D-3 STREET NAME 1 COLOR TYPE XI 36"X8"	\$31.96
D-3 STREET NAME 1 COLOR TYPE XI 36"X9"	\$34.84
D-3 STREET NAME 1 COLOR TYPE XI 36"X9" .10 THICK	\$36.55

MOBILE COUNTY COMMISSION

TOPIC:ANNUAL TRAFFIC SIGN BID FOR MOBILE COUNTY PUBLIC WORKS
DEPARTMENT FROM DATE OF AWARD THROUGH SEPTEMBER 30, 2026:

JULY 2, 2025

BID 89-25

D-3 STREET NAME 1 COLOR TYPE XI 30"X8"	\$26.65
D-3 STREET NAME 1 COLOR TYPE XI 30"X9"	\$29.07
D-3 STREET NAME 1 COLOR TYPE XI 30"X9" .10 THICK	\$31.45
D-3 STREET NAME 1 COLOR TYPE XI 24"X8"	\$21.59
D-3 STREET NAME 1 COLOR TYPE XI 24"X9"	\$24.15
D-3 STREET NAME 1 COLOR TYPE XI 48"X9"	\$46.18
W14-1P DEAD END 2 COLORS TYPE IV 36"X8"	\$14.05
W14-1P DEAD END 2 COLORS TYPE IV 36"X12"	\$16.16
R6-1 ONE WAY 2 COLORS TYPE IV 36"X12"ONE LEFT ARROW & ONE RIGHT ARROW ON OPPOSITE SIDES	\$16.16
W14-2P NO OUTLET 2 COLORS TYPE IV 36"X8"	\$14.05
W14-2P NO OUTLET 2 COLORS TYPE IV 36"X12"	\$16.16
BLANK 4'X18" (NO HOLES)	\$2.93
4"X24" (NO HOLES)	\$3.50
4"X30" (NO HOLES)	\$4.27
4"X36" (NO HOLES)	\$5.00
6"X12"	\$3.70
8"X18"	\$4.70
8"X24"	\$5.78
8"X30"	\$7.19
8"X36"	\$8.55
9"X12"	\$4.62
9"X18"	\$5.04
9"X24"	\$6.21
9"X30"	\$7.74
9"X36"	\$9.24
10"X18"	\$5.51
10"X24"	\$6.79
10"X30"	\$8.37
10"X36"	\$9.99
10"X96"	\$25.26
12"x18"	\$5.50
12"x24"	\$6.78

MOBILE COUNTY COMMISSION

TOPIC:ANNUAL TRAFFIC SIGN BID FOR MOBILE COUNTY PUBLIC WORKS
DEPARTMENT FROM DATE OF AWARD THROUGH SEPTEMBER 30, 2026:

JULY 2, 2025

BID 89-25

12" x30"	\$8.70
12" x36"	\$11.25
12" x48"	\$14.10
12" x72"	\$21.24
12" x96"	\$27.81
18" x18" NO HOLES	\$7.95
18" x18" DIAMOND W/9 HOLES	\$7.95
18" x24"	\$10.17
18" x30"	\$13.04
18" x36"	\$16.40
18" x48"	\$20.68
18" x60"	\$26.66
18" x72"	\$31.81
18" x96"	\$42.10
24" x24"	\$13.55
24" x30"	\$17.39
24" x36"	\$21.54
24" x48"	\$27.25
24" x60"	\$33.79
24" x96"	\$53.52
30" x30"	\$21.73
30" x36"	\$26.70
30" x48"	\$33.83
30" x60"	\$43.16
30" x96"	\$68.48
36" x36"	\$31.85
36" x42"	\$37.00
36" x48"	\$40.41
36" x60"	\$52.45
36" x72"	\$62.75
36" x96"	\$83.35
48" x48"	\$53.57
48" x60"	\$66.72
48" x72"	\$79.88
48" x96"	\$106.19
CANTILEVER FOR 14 2 A FLAT BLADES POWDER COATED BLACK	\$29.50
CANTILEVER FOR 14 2 A FLAT BLADES	\$14.50
CANTILEVER FOR 14 2 A FLAT BLADES/BOLT THRU SECURITY	\$14.50
CANTILEVER FOR 24" FLAT BLADES	\$42.50
CANTILEVER FOR 24" FLAT BLADES POWDER COATED BLACK	\$42.50
CHEVRON BRACKETS	

MOBILE COUNTY COMMISSION

TOPIC:ANNUAL TRAFFIC SIGN BID FOR MOBILE COUNTY PUBLIC WORKS
DEPARTMENT FROM DATE OF AWARD THROUGH SEPTEMBER 30, 2026:

JULY 2, 2025

BID 89-25

ADJ 24"X30"	\$55.00
ADJ 30"X36"	\$62.10
STREET SIGN BRACKETS	
#457 UNIVERSAL BRACKET	\$7.55
12" ADJ CROSS TEE FOR FLAT BLADE STREET SIGNS	\$28.55
12" ADJ CAP FOR U-CHANNEL POST	\$27.55
VS-7 CROSS 6" BLADE HOLDER BOLT THRU BRACKET W/BHP-766 VANDAL PROOF BOLTS	\$14.55
VS-12 U-CHANNEL CAP 180°	\$14.50
VS-12 U-CHANNEL CAP 90°	\$14.50
BHP 76L 5/16" VANDAL PROOF BOLTS/100	\$0.50(price for each/100 per box)
BHP 4 TOOL FOR BHP 76L	\$14.50
OVERHEAD FOR 3/8" CABLE NO SWING STANDARD MOUNT	\$49.00
OVERHEAD VS-SWINGER	\$64.90
DECALS	
COUNTY SIGN MAINTENANCE DECAL	\$1.40
CITY OF MOBILE MAINTENANCE DECAL	\$1.40
ACCESSORIES	
POST COVERS 3"X72" (0.63) TYPE XIF RED	\$15.51
POST COVERS 3"X72" (0.63)TYPE XI YELLOW	\$15.51
POST COVERS 3"X72" (0.63) FYG	\$15.51
POST COVERS 3"X72" (0.63)TYPE IV WHITE	\$13.27
SIGN POST S29 SIGNPOST GALVANIZED 3.0LB/FT-10'	\$43.50
SIGN POST S30 SIGNPOST GALVANIZED 3.0LB/FT-12'	\$52.20
SIGN POST GALVANIZED 2.0LB/FT-8' "U" CHANNEL	\$23.20
SIGN POST GALVANIZED 2.0LB/FT-10' "U" CHANNEL	\$29.00
SIGN POST GALVANIZED 2.0LB/FT-12' "U" CHANNEL	\$34.80
SIGN POST GALVANIZED 2.0LB/FT-14' "U" CHANNEL	\$40.60
DELINEATOR-GALVANIZED 1.12LB/FT- 6'	\$10.97
Electronic Cuttable Film 1170 36"50 Yards	\$495.00

line item 2
line item 1

MOBILE COUNTY COMMISSION

TOPIC:ANNUAL TRAFFIC SIGN BID FOR MOBILE COUNTY PUBLIC WORKS
DEPARTMENT FROM DATE OF AWARD THROUGH SEPTEMBER 30, 2026:

JULY 2, 2025

BID 89-25

NON PUNCHE	
3924S Fl. Orange DG Shtg 36" 50 YD WORKZONE	\$922.50
3924S Fl. Orange DG Shtg 48' 50 YD WORKZONE	\$1,230.00
3930 Wht High Intensity 24" 50 YD PRISMATIC	\$420.00
3930 Wht High Intensity 30" 50 YD PRISMATIC	\$525.00
3930 Wht High Intensity 36" 50 YD PRISMATIC	\$630.00
3930 Wht High Intensity 48" 50 YD PRISMATIC	\$840.00
3931 Yellow HIP (3930 Series)24" 50 YD	\$420.00
3931 Yellow HIP (3930 Series)30" 50 YD	\$525.00
3931 Yellow HIP (3930 Series)36" 50 YD	\$630.00
3931 Yellow HIP (3930 Series)48" 50 YD	\$840.00
3937 Green HIP (3930 Series)24" 50 YD	\$420.00
3937 Green HIP (3930 Series)30" 50 YD	\$525.00
3937 Green HIP (3930 Series)36" 50 YD	\$630.00
3937 Green HIP (3930 Series)48" 50 YD	\$840.00
4083 Fluorescent Ylw-Grn DG CUBED REFL 30" 50 YD	\$956.25
4083 Fluorescent Ylw-Grn DG CUBED REFL 36" 50 YD	\$1,147.50
4083 Fluorescent Ylw-Grn DG CUBED REFL 48" 50 YD	\$1,530.00
4084 Fluorescent Orange DG 3 SHTG 36" 50 YD	\$1,147.50
4090 White DG Cubed Refl SHTG 24" 50 YD	\$765.00
4090 White DG Cubed Refl SHTG 30" 50 YD	\$956.25

MOBILE COUNTY COMMISSION

TOPIC:ANNUAL TRAFFIC SIGN BID FOR MOBILE COUNTY PUBLIC WORKS
DEPARTMENT FROM DATE OF AWARD THROUGH SEPTEMBER 30, 2026:

JULY 2, 2025

BID 89-25

4090 White DG Cubed Refl SHTG 36" 50 YD	\$1,147.50
4090 White DG Cubed Refl SHTG 48" 50 YD	\$1,530.00
4091 Yellow DG Cubed Refl SHTG 24" 50 YD	\$765.00
4091 Yellow DG Cubed Refl SHTG 30" 50 YD	\$956.25
4091 Yellow DG Cubed Refl SHTG 36" 50 YD	\$1,147.50
4091 Yellow DG Cubed Refl SHTG 48" 50 YD	\$1,530.00
4097 Green DG Cubed Refl SHTG 36" 50 YD	\$1,147.50
4097 Green DG Cubed Refl SHTG 48" 50 YD	\$1,530.00
BLACK 7725 SERIES WITH CLEAR BACKING 24" 50YD	\$270.00
BLACK 7725 SERIES WITH CLEAR BACKING 30" 50YD	\$337.50
BLACK 7725 SERIES WITH CLEAR BACKING 36" 50YD	\$405.00
BLACK 7725 SERIES WITH CLEAR BACKING 48" 50YD	\$540.00
BLACK 7725 SERIES WITH CLEAR BACKING 60" 50YD	\$1,012.50
AVERY BRAND SHEETING HIP	
WHITE T6500 30" 50YD	\$525.00
WHITE T6500 36" 50YD	\$630.00
WHITE T6500 48" 50YD	\$840.00
YELLOW T6501 30" 50YD	\$525.00
YELLOW T6501 36" 50YD	\$630.00
YELLOW T6501 48" 50YD	\$840.00
FL ORANGE T7514 36" 50YD	\$1,147.50
FL ORANGE T7514 48" 50YD	\$1,530.00
TYPE XI	
WHITE T11500 30" 50YD	\$956.25
WHITE T11500 36" 50YD	\$1,147.50
WHITE T11500 48" 50YD	\$1,530.00
YELLOW T11501 30" 50YD	\$956.25
YELLOW T11501 36" 50YD	\$1,147.50
YELLOW T11501 48" 50YD	\$1,530.00
FL YELLOW GREEN (SCHOOL) T11513 36" 50YD	\$1,147.50
LAMINATOR OL1000 30" 50YD	\$412.50

MOBILE COUNTY COMMISSION

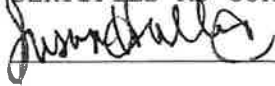
TOPIC:ANNUAL TRAFFIC SIGN BID FOR MOBILE COUNTY PUBLIC WORKS
DEPARTMENT FROM DATE OF AWARD THROUGH SEPTEMBER 30, 2026:

JULY 2, 2025

BID 89-25

LAMINATOR OL1000 36"	50YD	\$495.00
LAMINATOR OL1000 48"	50YD	\$660.00
AVERY BRAND WHITE ENGINEER (ENGINEER GRADE NON-PRISMATIC)		
WHITE T-1500 24"	50YD	\$390.00
WHITE T-1500 30"	50YD	\$487.50
WHITE T-1500 36"	50YD	\$585.00
WHITE T-1500 48"	50YD	\$780.00
OM2-1V .80X6"X12" TYPE 2 OBJECT MARKER (YELLOW REF)	EA	\$8.33
SIGN BLANKS		
STOP SIGN BLANKS 30"	EA	\$21.03
	36"	EA \$30.42
	48"	EA \$51.35
YIELD SIGN BLANKS 30"	EA	\$11.22
	36"	EA \$15.79
BLANK SIGN 42"X9" MIN QTY 20		\$11.16

CERTIFIED AS CORRECT BY:



SUSAN HOLLAND CHIEF PROCUREMENT OFFICER

01-004

City of Mobile
County of Mobile

Sponsored by: Samuel L. Jones, Mayor

CC: Bill Metzger

John Windley

2010

Bill Danahy

Nick Ambarger

Rick Lamberson

Richard A. Jones

JAN 27 2010

RESOLUTION

Ray R.

WHEREAS, Ala. Code §41-16-50(b) (1975) authorizes governing bodies of a city and county located in the same county or adjoining counties to provide by joint agreement for the purchase of labor, services or work, or for the purchase or lease of materials, equipment, supplies, or other personal property for the use by their respective agencies; and

WHEREAS, the City of Mobile ("City") and County of Mobile ("County"), by and through their respective governing bodies, have determined that by entering a joint purchasing agreement and advertising for bids and awarding certain contracts, they could achieve economies of scale which benefit the public by decreasing the cost of goods and services while increasing the efficiency of both local governments; and

WHEREAS, the City desires to adopt an ordinance authorizing joint purchasing agreements with the County; and

WHEREAS, the County desires to adopt a resolution authorizing joint purchasing agreements with the City;

NOW THEREFORE, BE IT RESOLVED:

1. The City is hereby authorized to enter into joint purchasing agreements with the County for the purchase of services or purchase or lease of various items needed for the construction and maintenance of roads and roadways, including but not limited to, roadway lighting, traffic signals, lighting, traffic detention components and systems, reflective materials, asphalt, pipes, and, generally, materials, equipment, supplies and other items required for the construction and maintenance of roads, sidewalks, parks and other public structures and infrastructures.

2. Either the City or the County may advertise for a bid to be awarded jointly and shall adhere to the requirements of State law when advertising bids. Any bid shall clearly state in its specifications that either or both the City and the County may purchase off the bid.

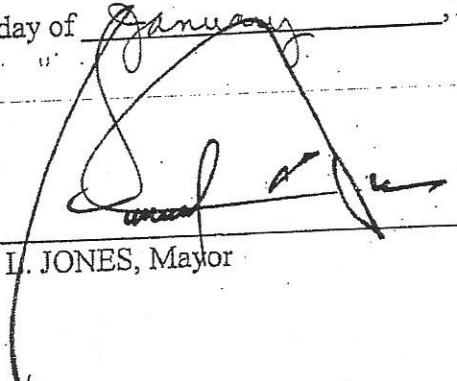
3. The parties agree to comply with all terms, as written, in the bid specifications. When purchasing off a joint bid, each party shall be solely responsible for issuing its own purchase orders, processing and responding to invoices, and issuing payment. Nothing in this ordinance shall either require the City to make any purchases under a joint bid awarded by the County or create any liability in the City for goods or services purchased or leased by the County.

4. This ordinance shall be effective for a period of three years from the date of its authorization and will automatically renew for successive three-year terms unless expressly terminated.

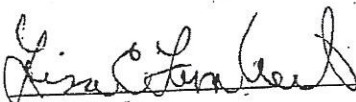
5. The Parties agree that the City may repeal this ordinance at any time just as the County may repeal its companion resolution at any time. The repeal of the ordinance shall not terminate any purchases or leases in effect at the time.

6. This ordinance authorizes but does not mandate joint purchasing agreements with the County.

ENTERED INTO, this 12th day of January, 2010.


SAMUEL L. JONES, Mayor

ATTEST:


City Clerk

RESOLUTION

WHEREAS, Ala. Code §41-16-50(b) (1975) authorizes governing bodies of a city and county located in the same county or adjoining counties to provide by joint agreement for the purchase of labor, services or work, or for the purchase or lease of materials, equipment, supplies, or other personal property for the use by their respective agencies; and

WHEREAS, the City of Mobile ("City") and County of Mobile ("County"), by and through their respective governing bodies, have determined that by entering a joint purchasing agreement and advertising for bids and awarding certain contracts, they could achieve economies of scale which benefit the public by decreasing the cost of goods and services while increasing the efficiency of both local governments; and

WHEREAS, the City desires to adopt an ordinance authorizing joint purchasing agreements with the County; and

WHEREAS, the County desires to adopt a resolution authorizing joint purchasing agreements with the City;

NOW THEREFORE, BE IT RESOLVED:

1. The County is hereby authorized to enter into joint purchasing agreements with the City for the purchase of services or purchase or lease of various items needed for the construction and maintenance of roads and roadways, including but not limited to, roadway lighting, traffic signals, lighting, traffic detention components and systems, reflective materials, asphalt, pipes, and, generally, materials, equipment, supplies and other items required for the construction and maintenance of roads, sidewalks, parks and other public structures and infrastructures.

2. Either the City or the County may advertise for a bid to be awarded jointly and shall adhere to the requirements of State law when advertising bids. Any bid shall clearly state in its specifications that either or both the City and the County may purchase off the bid.

3. The parties agree to comply with all terms, as written, in the bid specifications.

~~When purchasing off a joint bid, each party shall be solely responsible for issuing its own~~

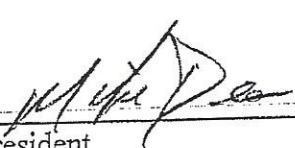
purchase orders, processing and responding to invoices, and issuing payment. Nothing in this ordinance shall either require the City to make any purchases under a joint bid awarded by the County or create any liability in the City for goods or services purchased or leased by the County.

4. This ordinance shall be effective for a period of three years from the date of its authorization and will automatically renew for successive three-year terms unless expressly terminated.

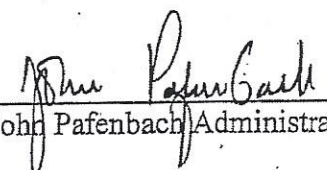
5. The Parties agree that the City may repeal this ordinance at any time just as the County may repeal its companion resolution at any time. The repeal of the ordinance shall not terminate any purchases or leases in effect at the time.

6. This resolution authorizes but does not mandate joint purchasing agreements with the City.

ENTERED INTO, this 11th day of January, 200¹⁰~~9~~.


Mike Dean, President

ATTEST:


John Pafenbach Administrator



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: March 10, 2026

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. 01-272 Agreement
2. 01-272_Reynolds ALDOT Resolution

REVIEWERS:

Lana Pafenbach

Lana Pafenbach

ALABAMA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR THE COOPERATIVE MAINTENANCE
OF PUBLIC RIGHT OF WAY

County Mobile

Route Number US-90, SR-193

Milepost Varies (see attached plans)

Resolution Number _____

Associated Permits and/or Documents _____

FOR OFFICIAL USE ONLY

DATE RECEIVED FROM APPLICANT: ____/____/____

PERMIT NUMBER: _____

THIS AGREEMENT, entered into this the ____ day of _____, 20____, by and between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as ALDOT and City of Mobile, in an effort to provide maintenance within the city limits of Mobile, AL along Route 90, 193, the City of Mobile agrees to maintain all landscaping, streetscaping, and pedestrian features/facilities installed on this project on ALDOT ROW, along US-90 and SR-193 within the City of Mobile. Attached plan sheets show the maintenance limits on US-90 and SR-193. All preexisting maintenance agreements will stand and be considered a part of this new agreement.

_____ in the ALDOT right-of-way from milepost ____ to ____.

All maintenance shall conform to standards and specifications of ALDOT and the ALDOT approved version of the national Manual on Uniform Traffic Control Devices. Any future proposed work not described in this agreement or any associated agreements shall be requested by permit and is subject to approval by ALDOT. It is furthermore understood by the parties that the map attached hereto describes the current situation. The parties understand that this agreement and the plans attached hereto may be amended by the mutual agreement of the parties.

In accepting the above, ALDOT and APPLICANT agree to do the following:

1. Adequate sight distances must be maintained for maximum public safety; otherwise ALDOT reserves the right to remedy this situation in the most expedient manner.
2. ALDOT is not responsible for the safety of the individual involved or taking part in this work during maintenance operations.
3. If ALDOT construction (repair of drainage and traffic structures, crossovers and other minor construction) is done in the subject area, it will be the responsibility of ALDOT to establish a stand of vegetative cover if deemed necessary by ALDOT and then the APPLICANT'S responsibility to maintain the vegetative cover as stipulated herein. In the event of major construction in the subject area, this Agreement shall be voided at a time designated by ALDOT.

4. Any proposed work, whether being performed or accomplished, that is described within or with any associated proposal is subject to the inspection and approval of ALDOT. Should the APPLICANT fail to conform to the provisions of the Agreement, such failure shall be grounds for termination and shall be cause for ALDOT to assume the maintenance at the APPLICANT's expense and/or remove the work and restore the right-of-way to ALDOT's discretion at the expense of the APPLICANT. The APPLICANT agrees to pay ALDOT all such costs as a result. ALDOT shall provide thirty (30) days notice, in writing, or any termination.

5. A copy of this Agreement must be kept by all parties that sign the Agreement. The State of Alabama does not grant APPLICANT any right, title, or claim on any highway right-of-way.

6. The APPLICANT agrees to store no equipment, materials, or debris of any kind on the shoulders of pavement and in the case of multi-lane highways, in the median strips. The pavement will be kept free from waste and equipment.

7. This Agreement is executed with the understanding that it is not valid until the APPLICANT has complied with all existing ordinances, laws and zoning boards that have jurisdiction in the county, city, or municipality.

8. The APPLICANT may perform any herbicide treatments necessary to maintain the appearance of the roadside with written permission from ALDOT. This includes but is not limited to concrete islands, median barriers, curbs, and other structures. Herbicide treatments shall conform to the guidelines found in the current edition of *Chapter IV: ALDOT Herbicide Treatment Recommendations*. Treatments shall be applied by an individual in possession of a current Commercial Applicator Permit (ROW category) issued by the Alabama Department of Agriculture & Industries. Daily application reports shall be made available for review by ALDOT upon request.

9. Indemnification Provisions. Please check the appropriate type of applicant:

By entering into this agreement, the APPLICANT is not an agent of the State, its officers, employees, agents or assigns. The APPLICANT is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.



If the applicant is an incorporated municipality or gas district then:

Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, ALDOT, its officers, officials, agents, servants, and employees, in both their official and individual capacities, from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the APPLICANT, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the APPLICANT its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives or employees, or anyone for whose acts the APPLICANT may be liable.

☐ If the applicant is county government then:

The APPLICANT shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the APPLICANT shall protect, defend, indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officials, officers, servants, and employees, in their official capacities, and their agents and/or assigns.

For all claims not subject to Ala. Code § 11-93-2 (1975), the APPLICANT shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, servants, and employees, in both their official and individual capacities, and their agents and/or assigns from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives, employees or assigns.

☐ If the applicant is a state governmental agency or institution then:

The APPLICANT shall be responsible for damage to life and property due to activities of the APPLICANT of employees of APPLICANT in connection with the work or services under this Agreement. The APPLICANT agrees that its contractors, subcontractors, agents, servants, vendors or employees of APPLICANT shall possess the experience, knowledge and skill necessary to perform the particular duties required or necessary under this Agreement. The APPLICANT is a state institution and is limited by the Alabama Constitution in its ability to indemnify and hold harmless another entity. The APPLICANT maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by the APPLICANT. The APPLICANT has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury. The APPLICANT agrees ALDOT shall not be responsible for the willful, deliberate, wanton or negligent acts of the APPLICANT, or its officials, employees, agents, servants, vendors, contractors or subcontractors. The APPLICANT shall require, its contractors and its subcontractors, agents, servants or vendors, as a term of its contract with the APPLICANT, to include ALDOT as an additional insured in any insurance policy providing coverage for the work to be performed pursuant to and under this Agreement and to provide the APPLICANT a copy of the insurance policy declaration sheet confirming the addition of ALDOT thereto.

10. The APPLICANT agrees to provide pruning and/or trimming of plants in any existing or newly landscaped areas.

11. No new installation or removal of plantings is allowed on the right-of-way under this agreement.

12. Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the STATE to the public right-of-way nor to increase, decrease or modify in any way the rights of the APPLICANT in performance of these maintenance activities.

13. 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.

This Agreement is deemed to be executed on the date hereinabove set forth by the parties hereto in their respective names by those persons and officials thereunto duly authorized. Witness our hands and seals, this the _____ day of _____, 20_____.

WITNESS:

Legal Name of Applicant

By:

Authorized Signature and Title for Applicant

Typed or Printed Name of Signee

Telephone Number

Address Line 1

Contact Email Address

Address Line 2

FOR OFFICIAL USE ONLY

THIS AGREEMENT HAS BEEN LEGALLY REVIEWED AND APPROVED AS TO FORM:

BY:

Legal Counsel for
Alabama Department of Transportation

Signature

Date

RECOMMENDED FOR APPROVAL:

DISTRICT:

Printed Name

Signature

Date

AREA:

Printed Name

Signature

Date

REGION:

Printed Name

Signature

Date

APPROVED:

**ALABAMA DEPARTMENT OF TRANSPORTATION
ACTING BY AND THROUGH ITS TRANSPORTATION
DIRECTOR**

(PLEASE CHECK APPROPRIATE BOX)

- ☐ CENTRAL OFFICE
- ☐ REGION
- ☐ AREA
- ☐ DISTRICT

By:

Printed Name

Signature

Date

RESOLUTION

Sponsored by: 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 and directed to execute and attest, respectively, for and on behalf of the City of Mobile, the Alabama Department of Transportation Agreement for the Cooperative Maintenance of Public Right of Way on U. S. Highway 90 and State Route 193 (Rangeline Road), Form MB-06A, 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