AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, March 17, 2026, 10:30 AM

1. **CALL TO ORDER**

2. **INVOCATION**

   Father Dan Good, Public Safety Chaplain

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

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

6. **APPROVAL OF MINUTES**

   March 10, 2026

7. **COMMUNICATIONS FROM THE MAYOR**

8. **ADOPTION OF THE AGENDA**

9. **APPEALS**

   Request of LaSonya Lucy for a waiver of the Noise Ordinance at 2301 Airport Boulevard on March 29, 2026, from 1:00 p.m. - 4:00 p.m. (District 2).

Request of The Insider Food Hall for a waiver of the Noise Ordinance at 518 Dauphin Street on April 17, 2026, from 4:00 p.m. - 12:00 a.m. (District 2).

Request of Darryl Cheese for a waiver of the Noise Ordinance at 3315 Dauphin Island Parkway on April 2 - 4, 2026, from 7:00 p.m. - 10:00 p.m. (District 3).

Request of Kenley Cutts for a waiver of the Noise Ordinance at McNally Park on April 11, 2026, from 10:00 a.m. - 3:00 p.m. (District 3).

Request of John Stewart for a waiver of the Noise Ordinance at Langan Park on April 9, 2026, from 8:00 a.m. - 4:00 p.m. (District 7).

Request of Barbara Davis for a waiver of the Noise Ordinance at 4901 Zeigler Boulevard on June 13, 2026, from 12:00 p.m. - 4:00 p.m. (District 7).

10. PUBLIC HEARINGS

Public hearing concerning B & B Auto Wrecker's suspension from the City's wrecker rotation list.

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Nija Hill - gun violence initiatives and coping mechanisms.

Apostle Valenia Green - homeless women in the city.

Thomas Benton, Jr. - has the City required MAWSS to comply with Act 2024-297, related to appointments of current and future board members?

Reggie Hill - Rules, economic development, and public safety.

12. ORDINANCES HELD OVER

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

13. RESOLUTIONS HELD OVER

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.).

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).

08-262 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).

08-265 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.).

14. ORDINANCES BEING INTRODUCED

34-014 Ordinance to levy taxes for this tax year beginning October 1, 2026, and for successive years, on all real and personal property and intangibles located in certain areas within the corporate limits of the City of Mobile and to except from such taxes other areas within the corporate limits of the City of Mobile (sponsored by Mayor Cheriogotis).

15. CONSENT RESOLUTIONS BEING INTRODUCED

03-273 Honorarily re-name the intersection at Stanton Road and Crestwood Circle to "Honorary William & Sidney Burks Circle" (sponsored by Councilmember Penn) (submitted by Lisa C. Lambert, City Clerk).

31-274 Authorize the Mayor to apply, accept, and receive a grant from the National Fish and Wildlife Foundation for National Coastal Resilience Fund Grant; $7,000,000.00 (No local match) (sponsored by Mayor Cheriogotis) (submitted by Lance Slater, Dept. of Resilience).

60-275 Approve award of special bonus to the Officer of the Month; Besson (sponsored by Mayor Cheriogotis) (submitted by Chief William Jackson, MPD).

60-276 Approve award of special bonus to the Firefighter of the Month; Long (sponsored by Mayor Cheriogotis) (submitted by Chief Barry Glisson, MFRD).

60-277 Determine an appropriation to Building Kingz Foundation serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Finance Dept.).

60-278 Determine an appropriation to Brave by Reflection serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Finance Dept.).

60-279 Determine an appropriation to LeFlore Magnet High School serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Finance Dept.).

60-280 Determine an appropriation to Jazz Art Writers South Festival serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Finance Dept.).

60-281 Determine an appropriation to Liberty Learning Foundation serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Finance Dept.).

60-282 Determine an appropriation to Liberty Learning Foundation serves a public purpose and approve payment (sponsored by Councilmember Woods) (submitted by Donna Bryars, Finance Dept.).

60-283 Determine an appropriation to Precisely Pralines serves a public purpose and approve payment (sponsored by Councilmember Small) (submitted by Donna Bryars, Finance Dept.).

60-284 Determine an appropriation to the Alabama Kidney Foundation serves a public purpose and approve payment (sponsored by Mayor Cheriogotis) (submitted by Donna Bryars, Finance Dept.).

60-285 Determine an appropriation to Taking It By Force Outreach Ministry serves a public purpose and approve payment (sponsored by Mayor Cheriogotis) (submitted by Donna Bryars, Finance Dept.).

16. CIP RESOLUTIONS BEING INTRODUCED

08-286 Approve purchase order to A & D Cromwell Concrete & Construction, LLC for

fence, fountain, curb, and wall repairs at Unity Point Park; $18,851.95 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

17. RESOLUTIONS BEING INTRODUCED

01-287 Authorize Clarifying Amendment to Project Agreement with Airbus Americas, Inc. (sponsored by Mayor Cheriogotis) (submitted by Ricardo Woods, City Attorney).

01-288 Authorize the Federal Trade Zone Operator Agreement with Nudraulix, Inc. DK LOK USA (sponsored by Mayor Cheriogotis) (submitted by Ricardo Woods, City Attorney).

08-289 Approve purchase order to J J Quality Homes, LLC for storm drainage and vegetation removal, 3280 Dauphin St. to Dauphin St. at East I-65 Servicve Rd., N.; $29,584.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-290 Approve purchase order to Major League Landscaping, LLC for storm drainage vegetation and debris removal, Westhaven Dr. to Prospect Dr.; $19,292.70 (sponsored by Mayor Cheriogotis) (submited by John Paine, Purchasing Dept.).

08-291 Approve purchase order to McSweeney Auto Group Clanton, LLC for 2 Chevrolet passenger vans for MPD; $94,890.80 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-292 Approve purchase order to Sansom Equipment Co., Inc. for camera system for stormwater system inspections; $20,412.20 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-293 Approve purchase order to Stivers Ford Lincoln, Inc. for 3 Ford crew cab pickup trucks for Sanitation Dept.; $93,660.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-294 Approve purchase order to Stivers Ford Lincoln, Inc. for Ford F150 supercrew pickup truck for MPD; $47,716.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

09-295 Transfer funds from District 1 Capital Project CIP District 1 Contingency Project to Grant Project Rebuild Alabama for resurfacing Brookdale Dr., N.; $54,000.00 (sponsored by Mayor Cheriogotis) (submitted by John Forrester, Engineering Dept.).

09-296 Transfer funds from Capital Project Parks & Rec. Equipment to General Fund for SARPCFTA Grant Program; $26,000.00 (sponsored by Mayor Cheriogotis) (submitted by Shonnda Smith, Public Works Dept.).

21-297 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 Ricardo Woods, City Attorney).

21-298 Authorize Contract with VSC Fire & Security, Inc. for fire sprinkler and backflow preventer inspections and repair for various City locations; $93,610.00 (sponsored by Mayor Spiro N. Cheriogotis) (submitted by Carleen Stout-Clark, REAM Dept.).

23-299 Accept Deed from Tiffany Roux Shinn for property located on Josephine St., for Segment 5 of the CIP Mobile Greenway Initiative (sponsored by Mayor Cheriogotis) (submitted by Jennifer Greene, PPM and Carleen Stout-Clark, REAM Dept.).

23-300 Accept Deed from Patricia Davis Farr for property located north of Knowles St. and west of Bristol Ct. for Three Mile Creek, Segment 2 of the CIP Mobile Greenway Initiative (sponsored by Mayor Cheriogotis) (submitted by Jennifer Greene, PPM and Carleen Stout-Clark, REAM Dept.).

18. CALL FOR PUBLIC HEARINGS

41-301 Call for public hearing to consider the proposed modification of a previously approved Planning Approval for property located at 4800 Moffett Road (scheduled for April 21, 2026) (District 1).

41-302 Call for public hearing to consider the proposed modification of a previously approved Planned Unit Development for property located at 4800 Moffett Road (scheduled for April 21, 2026) (District 1).

19. 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: LaSonya Lucas
PLEASE PRINT ALL INFORMATION

Home Phone Number (251) 475-6755 Cell Number: (251) 656-4008

Organization (if applicable) East Time Tax Consultants

Mailing Address of Applicant 5408 Highland Rd Mobile, AL 36693

Telephone No. (251) 656-4008 E-mail address fasttimetax@gmail.com

Location or address of event where amplification will be used:
2301 Airport Blvd Mobile, AL 36606

Date of Event: 3/29/26 Starting Time: 1:00pm Ending Time 4:00pm

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

Type of Event: Easter Egg Hunt

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

Music containing obscene language or profanity is prohibited

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

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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 Cityôs 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: The Insider Food Hall
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 5047012589

Organization (if applicable) _____

Mailing Address of Applicant 10 Houston Street Mobile, AL 36606

Telephone No. 5047012589 E-mail address matthew@outsidersportslounge.com

Location or address of event where amplification will be used:

518 Dauphin Street Mobile, AL 36602

Date of Event: 04.17.26 Starting Time: 4:00pm Ending Time 12:00am
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Outdoor Market and Music

Do you plan to sell alcohol at this event? yes 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

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: Darryl D. Cheese
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-463-8610

Organization (if applicable) Church of Divine Restoration

Mailing Address of Applicant 3315 Dauphin Island PKWy

Telephone No. 251-463-8610 E-mail address ydcheese13@gmail.com

Location or address of event where amplification will be used:

3315 Dauphin Island PKWy

Date of Event: 4-2 thu 4-4 Starting Time: 7:00 pm Ending Time 9:30 pm, 10:00 pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Revival (church Service)

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

Music containing obscene language or profanity is prohibited

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

CITY CLERK DEPARTMENT
2026 MAR '9 AM 9:41

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: Kenley Cutts

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-656-3635

Organization (if applicable) The Peninsula of Mobile

Mailing Address of Applicant PO Box 501134, Mobile, AL 36605

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

Location or address of event where amplification will be used:

McNally Park, 4380 Park Road, Mobile, AL 36605

Date of Event: April 11, 2026 Starting Time: 10:00 AM Ending Time 3:00 PM

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

Type of Event: Community festival to advocate for the Crepe Myrtle Greenway Trail

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

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: John Stewart
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-661-1275 Cell Number: 228-990-6047

Organization (if applicable) The Hiller Companies, LLC

Mailing Address of Applicant 3710 Lakeside Court, Mobile, AL 36693

Telephone No. 2516611275 E-mail address hstewart@hillercompanies.com

Location or address of event where amplification will be used:

Langan Park

Date of Event: April 9, 2026 Starting Time: 8:00 AM Ending Time 4:00 PM
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Safety Standdown Day

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

Music containing obscene language or profanity is prohibited

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

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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: Barbara D Davis
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-421-1116

Organization (if applicable) Sigma Gamma Rho Sorority Inc., Kappa Zeta Sigma

Mailing Address of Applicant 562 Surrey St., Mobile, Al 36617

Telephone No. 251-421-1116 E-mail address barbaradavis0916@gmail.com

Location or address of event where amplification will be used:
4901 Zeigler Blvd Mobile, AL 36608

Date of Event: _____ Starting Time: _____ Ending Time _____
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Family and Friend Picnic

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

Music containing obscene language or profanity is prohibited

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

From: Pafenbach, Lana
To: Graves, Curtis; Jackson, William; Hodge, Russell; Woods, Ricardo; Robert Shreve; Barber, James; Jonathan Maples (Jonathan.Maples@phelps.com); Carroll Lambert, Lisa
Subject: Notice of Public Hearing - B & B Auto Wrecker Service
Date: Tuesday, March 3, 2026 2:14:00 PM
Attachments: Notice_letter_BandB wrecker.pdf
image001.png
image002.png

Notice of Public Hearing

Pursuant to Section 63-43 of the Mobile City Code, a public hearing will be held on Tuesday, March 17, 2026, at 10:30 a.m. concerning B&B Auto Wrecker's suspension from the rotation list.

The public hearing will be held in the Auditorium of Government Plaza, 205 Government Street, Mobile, Alabama.

B&B Auto Wrecker Service
8085 Joy St
Citronelle, AL 36522
251-866-7694

2/24/2026

To Whom It May Concern,

On February 16, 2026, Mr. Brad Walker, owner of B&B Auto Wrecker Service LLC, stopped by the City of Mobile temporary impound yard to pick up a police radio. He then drove to Conti Street and parked his 2017 Dodge Ram 5500 to monitor the radio for potential impound calls. The vehicle remained parked in the same location from approximately 9:45 a.m. until 2:30 p.m. During that time, Mr. Walker did not respond to any calls or pick up any impounds. B&B's other truck was positioned off Canal Street to handle impound assignments. No calls were offered to B&B during this period.

Later, after coming back from watching the parade off Government St. While Mr. Walker was present with the vehicle, Corporal Russell Hodge approached and informed him that the truck was in violation of the City's towing ordinance. Corporal Hodge stated that the vehicle did not display a tag, insurance, or inspection sticker. As a result, B&B was suspended from rotation for 30 days.

Mr. Walker was unaware that the tag was missing from the vehicle. Insurance coverage had been added to the truck earlier that same morning at approximately 8:15 a.m., and he attempted to explain that the vehicle was, in fact, insured but no request for proof was asked for by Corp. Hodge even when the truck drove away from Conti St. This is the same truck that has been on the City of Mobile's rotation list and has successfully passed inspections for the past seven years.

On February 14, 2026, during the Mardi Gras parade, the International truck that was in service began overheating and subsequently blew a head gasket. Sergeant Halen and other City personnel witnessed the mechanical failure and were aware of the situation. The vehicle could not be repaired by the following Monday morning. As a result, the Dodge Ram was driven to assist with dispatch, as our regular driver is hard of hearing and has difficulty monitoring the radio.

The Dodge Ram remained parked behind Sergeant Goodwin throughout the day and was never moved. Numerous individuals present can attest to this fact.

Our company hereby formally requests a hearing before the City Council in accordance with the City of Mobile Towing Ordinance, Section 63-43, Article I, to determine our eligibility to remain on the rotation list or to review the suspension issued on February 14, 2026, with the corresponding suspension letter sent on February 20, 2026, at 11:04 a.m. by Corporal Russell Hodge. For reference, we have attached a copy of the applicable section of the ordinance.

We respectfully request reconsideration of the 60-day suspension based on the circumstances outlined above and our company's long-standing record of compliance and service to the City.

Respectfully,
Bradford Walker
Owner



B&B Auto Wrecker Service
8085 Joy St
Citronelle, AL 36522
251-866-7694

2/24/2026

To Whom It May Concern,

On February 16, 2026, Mr. Brad Walker, owner of B&B Auto Wrecker Service LLC, stopped by the City of Mobile temporary impound yard to pick up a police radio. He then drove to Conti Street and parked his 2017 Dodge Ram 5500 to monitor the radio for potential impound calls. The vehicle remained parked in the same location from approximately 9:45 a.m. until 2:30 p.m. During that time, Mr. Walker did not respond to any calls or pick up any impounds. B&B's other truck was positioned off Canal Street to handle impound assignments. No calls were offered to B&B during this period.

Later, after coming back from watching the parade off Government St. While Mr. Walker was present with the vehicle, Corporal Russell Hodge approached and informed him that the truck was in violation of the City's towing ordinance. Corporal Hodge stated that the vehicle did not display a tag, insurance, or inspection sticker. As a result, B&B was suspended from rotation for 30 days.

Mr. Walker was unaware that the tag was missing from the vehicle. Insurance coverage had been added to the truck earlier that same morning at approximately 8:15 a.m., and he attempted to explain that the vehicle was, in fact, insured but no request for proof was asked for by Corp. Hodge even when the truck drove away from Conti St. This is the same truck that has been on the City of Mobile's rotation list and has successfully passed inspections for the past seven years.

On February 14, 2026, during the Mardi Gras parade, the International truck that was in service began overheating and subsequently blew a head gasket. Sergeant Halen and other City personnel witnessed the mechanical failure and were aware of the situation. The vehicle could not be repaired by the following Monday morning. As a result, the Dodge Ram was driven to assist with dispatch, as our regular driver is hard of hearing and has difficulty monitoring the radio.

The Dodge Ram remained parked behind Sergeant Goodwin throughout the day and was never moved. Numerous individuals present can attest to this fact.

Our company hereby formally requests a hearing before the City Council in accordance with the City of Mobile Towing Ordinance, Section 63-43, Article I, to determine our eligibility to remain on the rotation list or to review the suspension issued on February 14, 2026, with the corresponding suspension letter sent on February 20, 2026, at 11:04 a.m. by Corporal Russell Hodge. For reference, we have attached a copy of the applicable section of the ordinance.

We respectfully request reconsideration of the 60-day suspension based on the circumstances outlined above and our company's long-standing record of compliance and service to the City.

Respectfully,
Bradford Walker
Owner

Pafenbach, Lana

From: City Clerk
Sent: Tuesday, March 10, 2026 2:52 PM
To: Pafenbach, Lana
Subject: Fw: CityofMobile.org: Addressing City Council Submission

---

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Tuesday, March 10, 2026 2:51 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: Nija Hill
Date To Address Council: 2026-03-17
Address: 600 McDonough st Mobile, Al 36617
Email: mothersinvolved2023@gmail.com
Phone: (251)481-8970
Subject And Specific Questions: Gun Violence Initiatives and Coping Mechanisms
Pertain To City Business: The City of Mobile Violence
Signature: Nija Hill
Signature Verify: X
Agree: X
Date Submitted: 2026-03-10 14:51:16

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 12, 2026 8:19:39 AM

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Wednesday, March 11, 2026 3:50 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: Apostle Valenia Green
Date To Address Council: 2026-03-17
Address: 603 Delaware Street
Email: valeniagreen@gmail.com
Phone: 2513228540
Subject And Specific Questions: Homelessness with Women in the city.
Pertain To City Business: Citizens
Signature: Apostle Valenia Green
Signature Verify: X
Agree: X
Date Submitted: 2026-03-11 15:50:20

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

Pafenbach, Lana

From: City Clerk
Sent: Thursday, March 12, 2026 11:37 AM
To: Pafenbach, Lana
Subject: Fw: CityofMobile.org: Addressing City Council Submission

---

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Thursday, March 12, 2026 11:31 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.

Thomas Benton, Jr.

Name: 2516041123
Date To Address Council: 2026-03-17
Address: 169 Dauphin Street
Email: tom@benton-law.com
Phone: 2516041123
Subject And Specific Questions: Whether the City has required MAWSS to comply with Act#2025-297, which became effective on May 7, 2025?
Pertain To City Business: The City appoints the directors of MAWSS.
Signature: Thomas Benton, Jr.
Signature Verify: X
Agree: X
Date Submitted: 2026-03-12 11:31:34

Crelated to ~~updates~~ appointm for current & future Board members

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

From: RJHILL II
To: Pafenbach, Lana
Subject: 3/17 Agenda
Date: Thursday, March 12, 2026 1:52:34 PM

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

Madam Asst. City Clerk,

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

I shall address the following:

* Rules
* Economic Development
* Public Safety

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

Kindest Regards,

Reginald J. Hill, II - M. Ed.
Founder/Executive Director (Chairman)
"Success 4 the Future"
P. O. Box 395
Mobile, AL 36601
www.s4tf.org
rhills4tf@gmail.com
256.665.6748


Efforts of Harmony In a World of Discord
S4TF

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

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

PLANNING AND ZONING
29 JAN 2026 AM11:06

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.

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 AM 11:06

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

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

Outlook

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

BUILDMOBILE

City of Mobile · Planning & Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits** Checklist A

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

☐ **Planned Development** Checklist C

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

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

---

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

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

	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 — Property Address

3.77 Ac. Total — Property Area (acres or square feet)

2911360007004.002, 2911360007004.000 — Parcel Number(s) or Key Number(s)

B-2 — Present Zoning or Transect District

B-5 — Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

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

Owner Signature — Date: 12-12-25

Applicant or Agent Signature (if applicable) — Date: 12/12/25

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

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

Applicant or Agent Signature — Date: 12/12/25

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
  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.

   Additonal 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 simutaneously elimnating 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
- ☒ 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
  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

Inst. # 2024060487 Pages: 1 of 4 Certify this instrument filed on: 9/ 024 9:40 AM
Doc: D Don Davis, Judge of Pro e Mobile County, AL Rec: $23.00 MTx: $375.00 MinTx $0.00
Clerk: HDEES ERecorded

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 - California
Los Angeles County
Commission # 2346087
My Comm. Expires Feb 9, 2025

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
____X_____ 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):

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

City of Mobile · Planning & Zoning

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

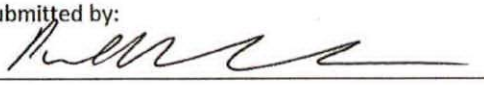
Phone (334) 262-1091 Fax (334) 262-2211 Email pmcclendon@lespeaks.com

Architect _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Submitted by:



Signature

J. Paul McClendon

Print

December 15, 2025

Date

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


NEIGHBORHOOD MEETING NOTICE
For Planning Comm. Case Application
Request:
Applicant:
Phone#:
Meeting Date:
Meeting Time:
Meeting Location:
2025/11/25
09:30

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

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

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 _____ Date: 12/11/25

Please Sign In:

Name: KARY LUCAS Email: kary leroy lucas@yahoo.com
Address: 1660 HURTEL ST. Phone: (251) 222-0982

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

Name: Coach Marlon Email: Marlon777@gmail.com
Address: 1562 Robert E Lee St Phone: 251 2287055

Name: Bontavious Williams Email: ronwilliams112501@gmail.com
Address: 1707 Buchst, Phone: 863-20-8747

Neighborhood Meeting Sign-In Sheet

Date: 12/11/25 **Meeting Location:** Bishop State CC.

Applicant: Paul McCleudon **Application(s):** Rezoning

Name: Kanan group 4 inc Email: Omar.Aljalal@yahoo.com

Address: 1700 Michigan Ave mobile AL 36605 Phone: 313-721146

Name: Paul McCleudon Email: pmccleudon@lespeaks.com

Address: 535 Herron 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

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

SEWAGE COLLECTION, TREATMENT & DISPOSAL
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

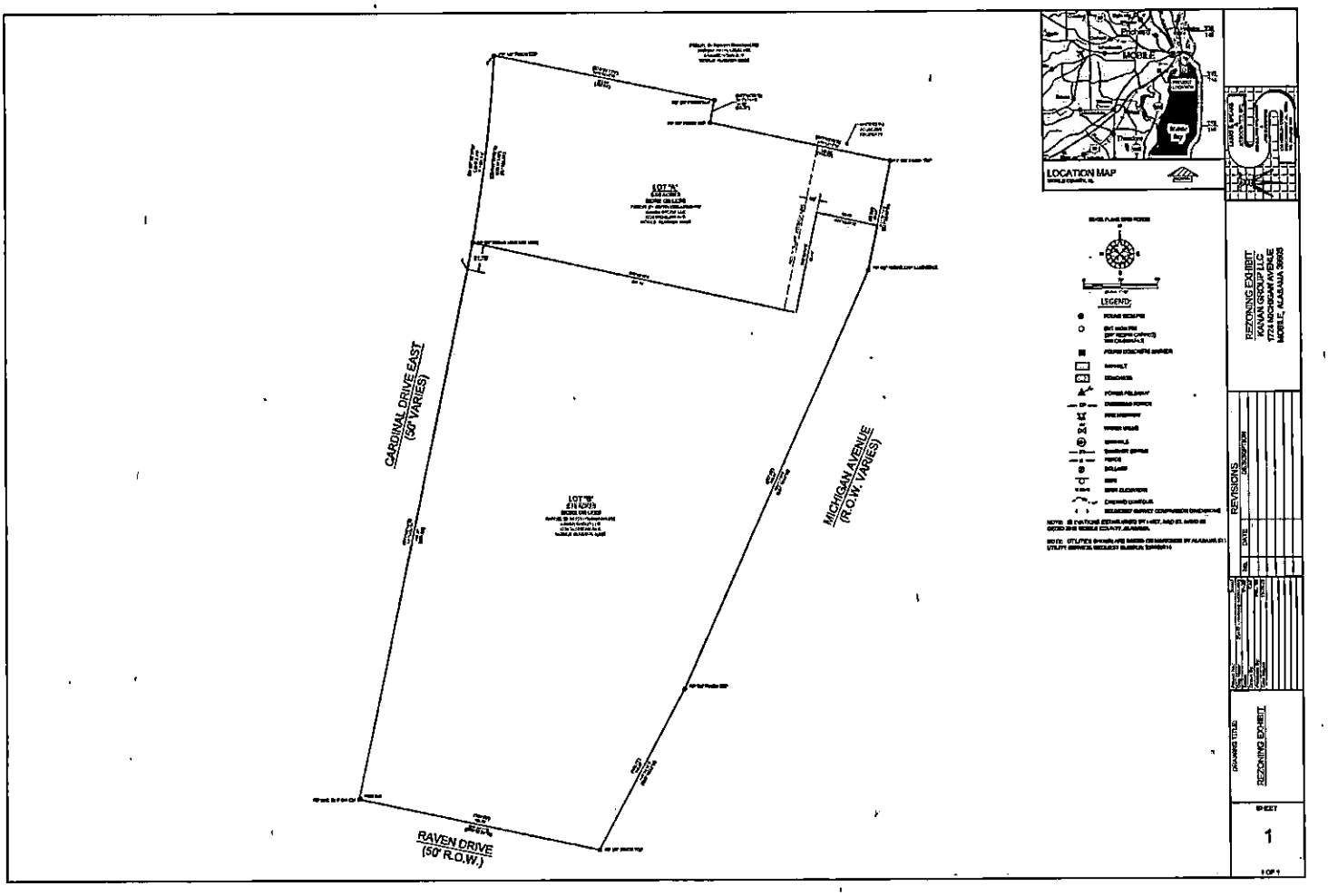
Items Discussed:

- 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


CARDINAL DRIVE EAST
(50' VARIES)
MICHIGAN AVENUE
(R.O.W. VARIES)
RAVEN DRIVE
(50' R.O.W.)
LOCATION MAP
LEGEND:
REZONING EXHIBIT
REVISIONS
DRAWING TITLE
REZONING EXHIBIT
SHEET
1

PROPOSED CA-STORE
CONCEPT PLAN
KAHAN GROUP, LLC
1721 MICHIGAN AVENUE
MIRAMAR, FLORIDA 33023
REVISIONS
LOCATION MAP
MAVEN DRIVE
(50' R.O.W.)
MICHIGAN AVENUE
(ROW VARIES)
CARDINAL DRIVE E
(50' R.O.W.)

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

Planning Commission
January 15, 2026

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

N

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 Rezonings are intended to carry out the objective of a sound, stable and desirable development and that casual change or amendment would be detrimental to the achievement of that objective.

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

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

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

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

Considerations:

If the Planning Commission considers a recommendation of approval of the 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

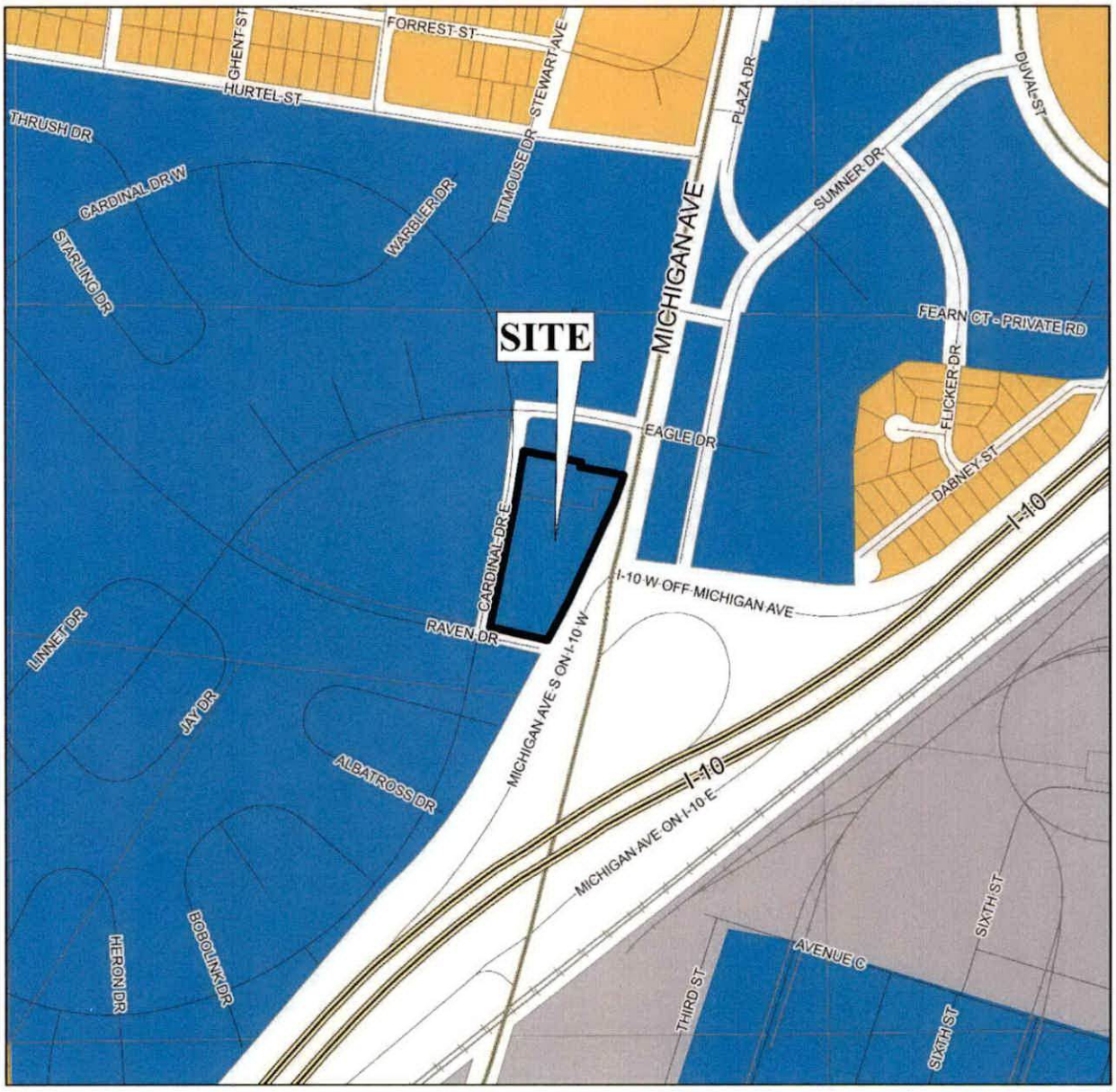
APPLICANT J. Paul McClendon, Larry E. Speaks & Associates, Inc.

REQUEST Rezoning from B-2 to B-5

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 8 DATE January 15, 2026

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

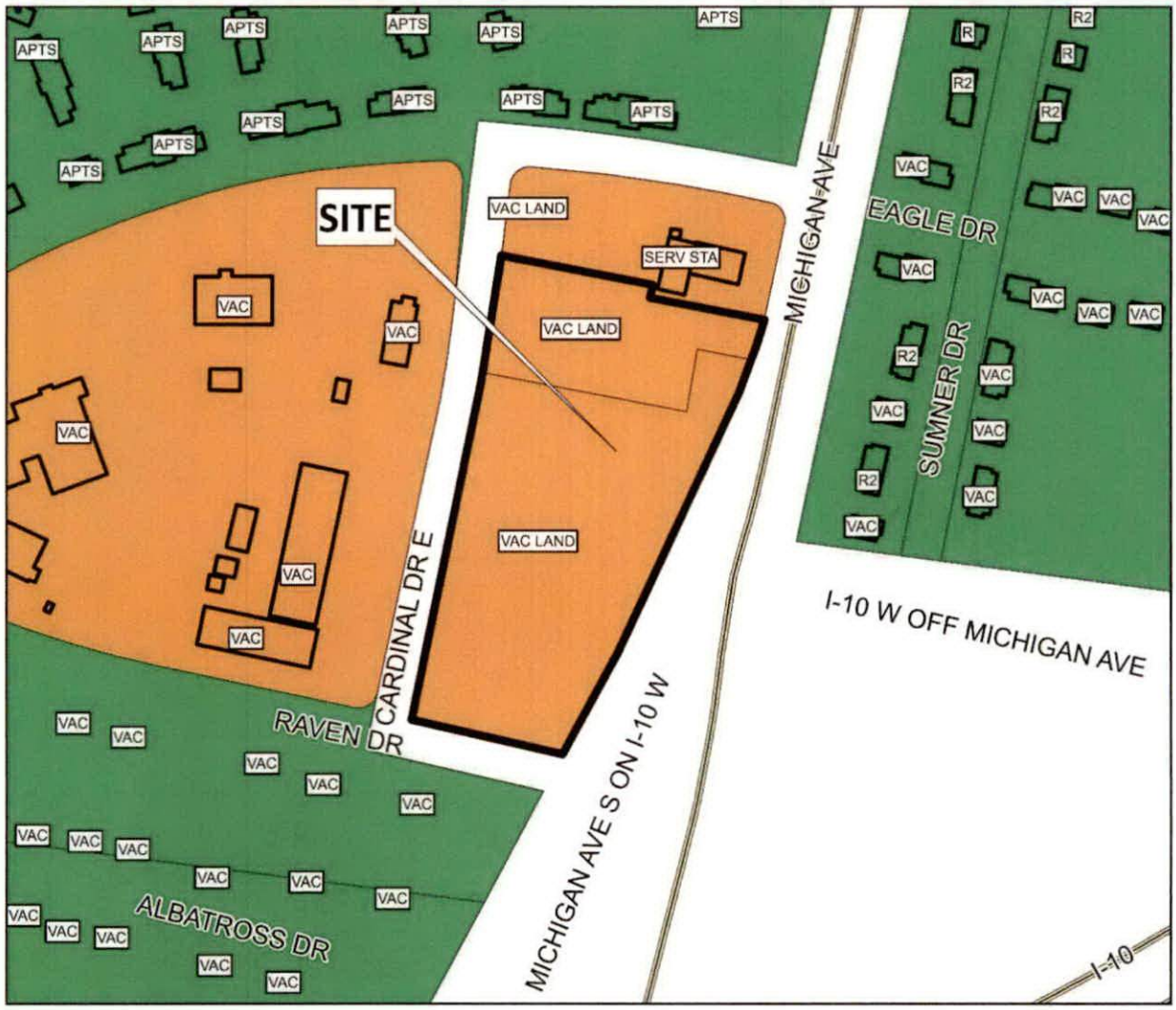
REQUEST Rezoning from B-2 to B-5

- 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.

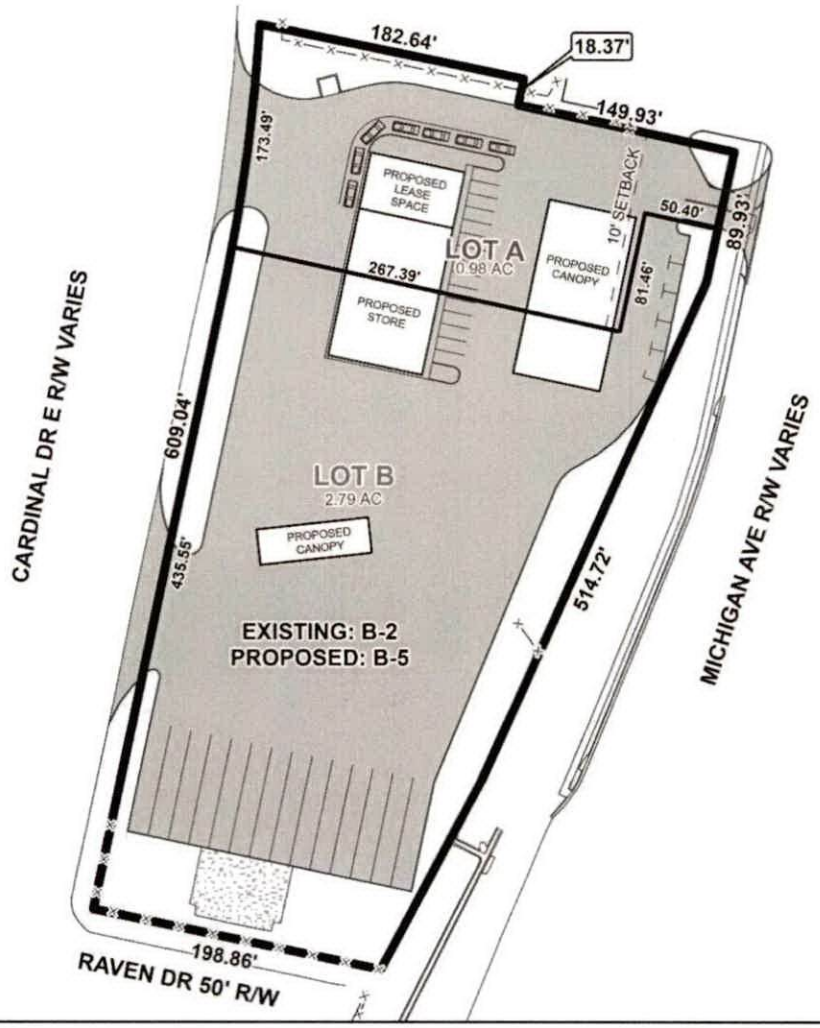
REQUEST Rezoning from B-2 to B-5

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	

N

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	N NTS

FUTURE LAND USE MAP CORRESPONDENCE TO ZONING

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

Each future land use designation on the FLUM will have at least one corresponding zoning district, allowing a more precise application of the FLUM based on specific local conditions. In most cases, there are multiple combinations or types of zoning techniques that can accomplish the future land use designation's objectives.

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

The designation of an area with a FLUM land use category does not mean that the most intense zoning district consistent with that category is "automatically" assigned to a property. Instead, an area retains its existing zoning category until it is changed through a landowner-initiated rezoning application, or a rezoning that follows an area plan. This is because the FLUM is a long-term designation, while a change in zoning considers current conditions – such as market demands, availability of infrastructure, or impacts on the immediate neighborhood.

Zoning correspondence matrix

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

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

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

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

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

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



CAPITAL CONTRACT SUMMARY SHEET

C#5709

AGENDA ITEM SUMMARY SHEET

Agenda of: March 17, 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

Revised 3/8/2022 Tiffany Hollins

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
ALABAMA

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 ENGNEER - 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:	ENGINEER:
City of Mobile	Thompson Engineering, Inc.
c/o CITY ENGINEER	c/o General Counsel
As: City's Authorized Agent	2970 Cottage Hill Rd
P.O. Box 1827	Ste 190
Mobile, AL 36633	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

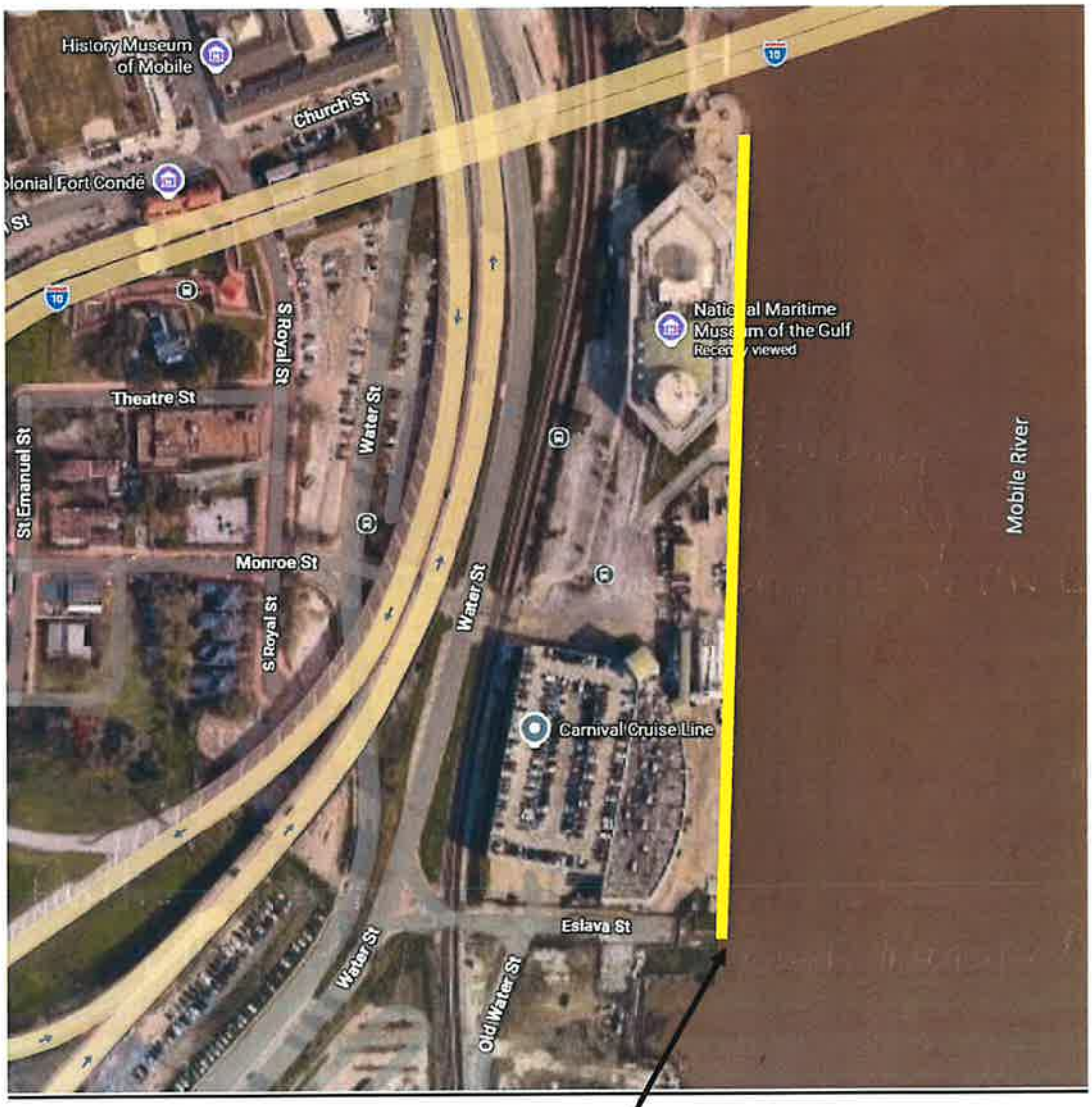
I, Courtney Hearin, a Notary Public in and for said State and County, hereby certify that Robert Harvey, whose name as South Infrastructure Div. Lead of Thompson Engineering, Inc. is signed to the foregoing conveyance and who are known to me acknowledged before me on this day, that, being informed of 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 24 day of February 2026

C. HEARIN
Notary Public, Alabama State at Large
My Commission Expires May 13th, 2028

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.

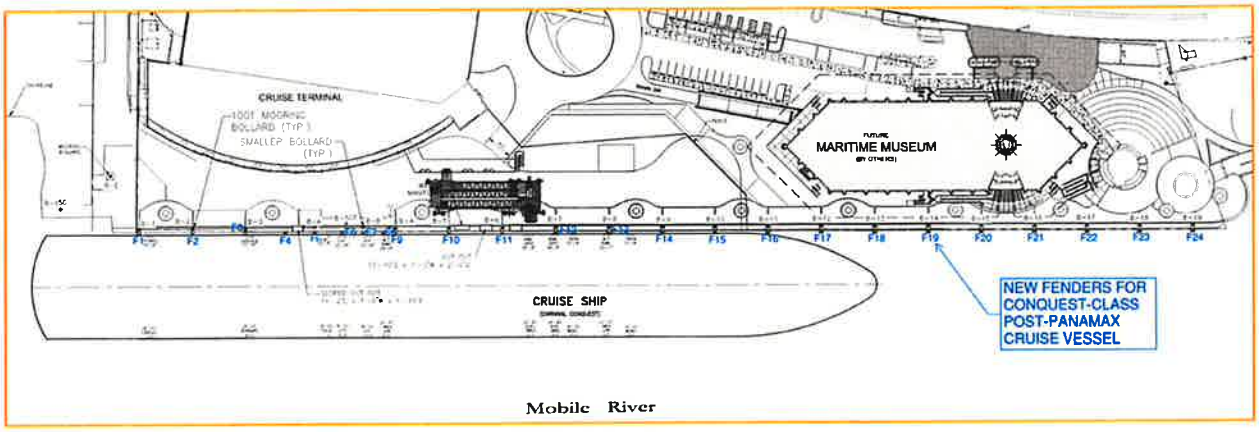
Thompson Engineering has performed the design of numerous ship fender systems including the existing fender system at Mobile Landing, Pier C North Fender System for the Alabama State Port Authority, and the Dauphin Island Bridge fender system for ALDOT, to name a few. Robert Harvey, PE and Matthew Wahn, 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.

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:

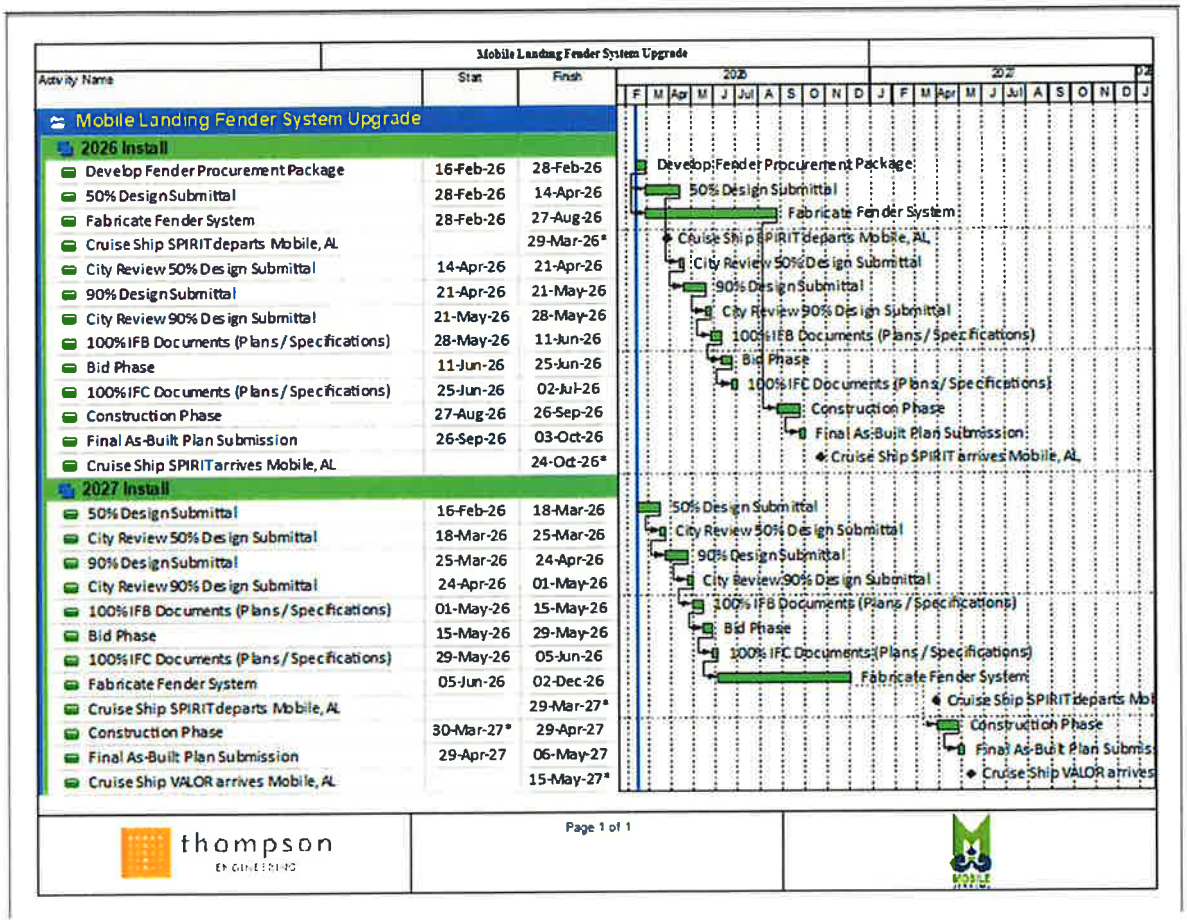
- General arrangement plans showing fender placement by facility.
- Structural design of fender panels, anchorages, connections, and energy-absorbing components (note: actual design of these fender components is delegated to be by the Manufacturer).
- Material specifications for steel, timber, rubber, 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,
THOMPSON ENGINEERING, INC.

Bryan Cooley, PE
Senior Engineer

Robert A. Harvey, PE
Sr. Principal Engineer

Cc: Carleen Stout, City of Mobile

thompson
ENGINEERING

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.

Revised February 4, 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

Table of Contents

1.0 Professional Fees **4**
1.1 Personnel 4
1.2 Other Expenses 5

2.0 Geotechnical Engineering and Laboratory **6**
2.1 Subsurface Exploration 6
2.2 Laboratory Services 7
2.3 Soils 7
2.4 Physical Properties 8
2.5 Construction Design Properties 8
2.6 Load-Deformation Properties 9
2.7 Hydraulic Properties 10
2.8 Physio-Chemical Properties 10
2.9 Aggregates 10
2.10 On-Site Laboratory / Lab Equipment 12

3.0 Construction Materials Testing **13**
3.1 Bituminous Materials (Asphalt) 13
3.1.2 Laboratory Analysis 13
3.2 Concrete 13
3.3 Concrete 15
3.4 Flyash 16
3.5 Masonry Mortar 16
3.6 Soils 16
3.7 On-Site Laboratory / Lab Equipment 17

4.0 Investigative Engineering and Consulting **18**
4.1 Physical Testing 18
4.2 Paints 18
4.3 Equipment Fees 18

4.4 Plastic (Fibrous Reinforced) 18

5.0 Environmental and Hydrogeological Services **19**
5.1 Subsurface Exploration 19

6.0 Building Envelope / Roof Consulting / Equipment **21**
6.1 Roofing Materials Testing 21
6.2 Equipment Fees 21

7.0 Surveying **23**

8.0 Subsurface Utility Engineering **24**
8.1 NDE / Ground Penetrating Radar 24
8.2 Advanced Exploration 24

9.0 Guidance and General Notes **25**
9.1 Sample Submission 25
9.2 Laboratory Analyses Procedures 25

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

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 expense ..... Cost Plus 10%

9. Sub-Contractor markup ..... Cost 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) (codeG947a) $5.40/mi
   b. Standard Penetration Test Borings - ASTM D1586
      (Sampling every 5 feet - Splitspoon Sampler)..... By depth/ft

Depth (Ft)	Footage Rate
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) (codeG947b)..... $9.00/mi
   b. Standard Penetration Testing Borings - ASTM D1586
      (Sampling every 5 feet - Splitspoon Sampler) ..... By depth/ft

Depth (Ft)	Footage Rate
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.

	Drilling Depth (Ft)	Footage Rate
h.	0- 50	$ 26.25/ft (code G942)
i.	51-100	$ 28.50/ft (code G942a)
j.	101-150	$ 31.50/ft (code G942b)

4. CPT Soundings
   a. Mobilization (Loading yard equipment, crew transportation, equipment transfer) (code G918) $600.00/ea
   b. Mileage (each way) (codeG947c) $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

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 (ASTM D-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

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-stain 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

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

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 (codeT804a)..... $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

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
   Note: Send 1 Unopened Bat
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 ***excludes Technician time*** (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

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

	TMS	ASTM	
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

Nillson 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/O_2 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

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 I141)	$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/Hydro Excavation (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 **FAX (A/C, No):** 228-863-1957
E-MAIL ADDRESS: Patty_Savage@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Beazley Insurance Company, Inc.	37540
INSURER B : Travelers Property Casualty Company of America	25674
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED THOMINC-03
Thompson Engineering Inc.
2970 Cottage Hill Rd Ste 190
Mobile AL 36606

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 CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR	Y	Y	CUP-8S426870-26-NF	2/1/2026	2/1/2027	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/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	$
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
City of Mobile
P. O. Box 1827
Mobile AL 36633
United States

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
Tony P. Lowe

© 1988-2015 ACORD CORPORATION. All rights reserved.

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 INSUREDS/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	CONTACT NAME: Kirsten Crosby
PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	PHONE (A/C, No, Ext): (334) 386-3968 FAX (A/C, No): E-MAIL ADDRESS: kcrosby@turnerfirst.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Zurich American Insurance Co. — 16535
INSURED 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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liab. X XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	GLO 3534778-04	2/1/2026	2/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X 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) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000
	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 / N/A If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC 3534777-04	2/1/2026	2/1/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
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

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

David J Strader

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

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

HILARY JORDAN NELSON NOTARY PUBLIC ALABAMA STATE AT LARGE

HILARY JORDAN NELSON
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Oct. 15, 2029

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

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.

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

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

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

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.

In addition, Web Services E-Verify Employer Agents must provide to SSA and/or DHS the names, titles, addresses, and telephone numbers of its clients and their staff who will access information through E-Verify. Web Services E-Verify Employer Agents must ensure the contact information is updated with SSA and DHS whenever the points of contact change.

4. The Web Services E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The Web Services E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.

5. The Web Services E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.

6. The Web Services E-Verify Employer Agent agrees that any of its representatives who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.

a. The Web Services E-Verify Employer Agent agrees that all of its representatives will take the refresher tutorials initiated by E-Verify as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the Web Services E-Verify Employer Agent is a Federal contractor.

b. Failure to complete a refresher tutorial will prevent the Web Services E-Verify Employer Agent and Employer from continued use of E-Verify.

7. The Web Services E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The Web Services E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.

8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E- Verify as required by the E-Verify rules and regulations as modified from time to time.

9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.

10. The Web Services E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.

11. The Web Services E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.2 below.

12. The Web Services E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify

rules and procedures. The Web Services E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Web Services E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three-day time period is not extended. In such a case, the Web Services E-Verify Employer Agent must use the E-Verify browser during the outage.

13. The Web Services E-Verify Employer Agent agrees to ensure that all notices, referral letters and any other materials otherwise including instructions regarding tentative nonconfirmations, will be consistent with the most current E-Verify tentative nonconfirmation notices and referral letters, which are available on E-Verify's website.

14. The Web Services E-Verify Employer Agent agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services E-Verify Employer Agent understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services E-Verify Employer Agent's agreement and access with or without notice.

15. When the Web Services E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the Web Services E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.

16. If data is transmitted between the Web Services E-Verify Employer Agent and its client, then the Web Services E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the Web Services E-Verify Employer Agent.

17. The Web Services E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at 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

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

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. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:

   a. Automated verification checks on alien employees by electronic means, and

   b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

   a. Scanning and uploading the document, or

   b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services E-Verify Employer Agents must comply with federally-mandated information security policies and industry security standards to include but not limited to:

   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.

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;

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.

6. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system within six months from the date DHS notifies the Web Services E-Verify Employer Agent of the system update. The Web Services E-Verify Employer Agent can resume use of its interface once it is up-to-date, unless the Web Services E-Verify Employer Agent has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. Web Services E-Verify Employer Agents and Software Developers agree to develop an electronic system that is not subject to any agreement that would restrict access to and use of by an agency of the United States.

2. The Web Services E-Verify Employer Agent agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.

3. The Web Services E-Verify Employer Agent agrees to develop an inspection and quality assurance program that regularly, at least once per year, evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services E-Verify Employer Agent agrees to share the results of its regular inspection and quality assurance program with DHS upon request.

4. The Web Services E-Verify Employer Agent agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, etc.

5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.

6. Suspected and confirmed information security breaches must be reported to DHS according to Article II.A.17. Reporting such breaches does not relieve the Web Services E-Verify Employer Agent from further requirements as directed by state and local law. The Web Services E-Verify Employer Agent is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPER RESTRICTIONS

1. The Web Services E-Verify Employer Agent agrees that if it develops a Web Services interface and sells such interface, then it can be held liable for any misuse by the company that purchases the interface. It is the responsibility of the Web Services E-Verify Employer Agent to ensure that its interface is used in accordance with E-Verify policies and procedures.

2. The Web Services E-Verify Employer Agent agrees to provide software updates to each client who purchases its software. Because of the frequency Web Services updates, an ongoing relationship between the software developer and the client is necessary.

3. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.

4. Web Services Software Developers pursuing software development independent of serving clients as a Web Services E-Verify Employer Agent are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services E-Verify Employer Agent or Web Services Employer.

F. PENALTIES

1. The Web Services E-Verify Employer Agent agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.

2. DHS is not liable for any financial losses to Web Services E-Verify Employer Agent, its clients, or any other party as a result of your account suspension or termination.

ARTICLE VI
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Web Services E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the Web Services E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice. The Web Services E-Verify Employer Agent may not refuse to terminate the Employer based upon an outstanding bill for verification services.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services E-Verify Employer Agent's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services E-Verify Employer Agent or Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. A Web Services E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services E-Verify Employer Agent must provide written notice to DHS. If the Web Services E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Web Services E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services E-Verify Employer Agent or the Employer is terminated from E-Verify.

ARTICLE VII
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services E-Verify Employer Agent, its agents, officers, or employees.

C. The Web Services E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services E-Verify Employer Agent or the Employer.

E. The Web Services E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Web Services E-Verify Employer Agent and DHS respectively. The Web Services E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Web Services E-Verify Employer Agent, as the case may be, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. 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

E-VERIFY IS A SERVICE OF DHS AND SSA

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

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) CITY ENGINEER (Title) 2-20-2026 (Date)

251-208-7243
Telephone Number

forresterjecity.fmobile.gov
Email Address

Reviewed By (Office of Supplier Diversity)

Archnique Kidd (Signature) Small Business Development Manager (Title) 2/23/2026 (Date)

Approved By (CAO)

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: March 17, 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 t0 $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:
Lana Pafenbach
Lana Pafenbach

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 t0 $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:

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, an 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

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

_____
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



800.354.4705 • WWW.PYROTECNICO.COM

PYROTECNICO

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.



PROPOSAL

Client:City of Mobile,AL

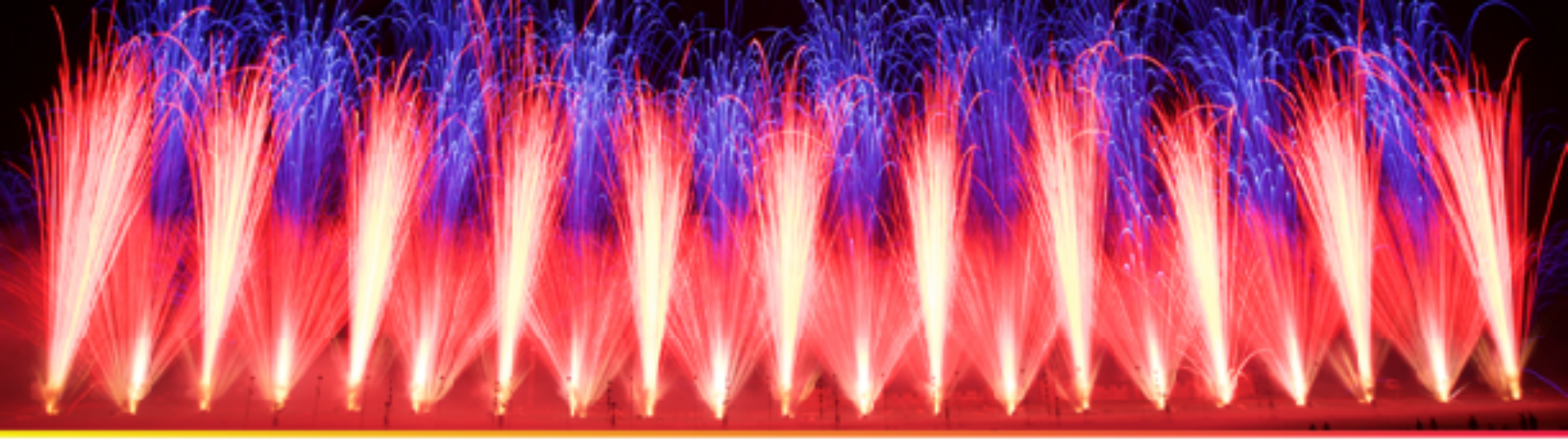
Event Date: July 4, 2026

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



PYROTECNICO

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 recch 100' of elevation for every inch in shell diameter.
(Excmple: 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.

PYROTECNICO®

800.354.4705 • 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.

Justin Pruett | Show Producer
800. 854. 4705 (Office)
803. 271. 5944 (Cell)

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

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-073-23-7J-12122**
Chief, Federal Explosives Licensing Center (FELC) Shawn Stevens	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	Position/Title	
STEPHEN VITALE	CEO	6/2/2025
Printed Name		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) 244 Needy Road Martinsburg, WV 25405-9431	Toll-free number: (877) 283-3352 Fax number: (304) 616-4401 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 **FAX (A/C, No):** 216-658-7101 **E-MAIL ADDRESS:** info@brittongallagher.com
INSURED 2299 Pyrotecnico Fireworks, Inc. P.O. Box 149 299 Wilson Road New Castle PA 16103	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Continental Indemnity Company — 28258 **INSURER B :** Texas Insurance Company — 16543 **INSURER C :** Allianz Global Corporate & Specialty SE — 7617 **INSURER D :** HDI GLOBAL SPECIALTY SE — 1340041 **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** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC	Y	Y	BESGLPTPA011501_171145_01	11/28/2025	11/28/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	Y	Y	BESCRMNPA011501_171145_01	11/28/2025	11/28/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[ ] **UMBRELLA LIAB** [X] OCCUR [X] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	25ABEX0231	11/28/2025	11/28/2026	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	82-872096-04-45(MASTER)	10/14/2025	10/14/2026	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D C D	Excess Liability #2 Excess Liability #3 Excess Liability #4	Y	Y	18HX3645 25ABHX0050 18HX3646	11/28/2025 11/28/2025 11/28/2025	11/28/2026 11/28/2026 11/28/2026	Each Occ/ Aggregate Each Occ/Aggregate Each Occ/Aggregate	$3,000,000 $1,000,000 $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

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



© 1988-2010 ACORD CORPORATION. All rights reserved.

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 **FAX (A/C, No):** 216-658-7101 **E-MAIL ADDRESS:** info@brittongallagher.com
INSURED 2299 Pyrotecnico Fireworks, Inc. P.O. Box 149 299 Wilson Road New Castle PA 16103	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Continental Indemnity Company — 28258 **INSURER B :** Texas Insurance Company — 16543 **INSURER C :** Allianz Global Corporate & Specialty SE — 7617 **INSURER D :** HDI GLOBAL SPECIALTY SE — 1340041 **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** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC	Y	Y	BESGLPTPA011501_171145_01	11/28/2025	11/28/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	Y	Y	BESCRMNPA011501_171145_01	11/28/2025	11/28/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[ ] **UMBRELLA LIAB** [X] OCCUR [X] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	25ABEX0231	11/28/2025	11/28/2026	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	82-872096-04-45(MASTER)	10/14/2025	10/14/2026	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D C D	Excess Liability #2 Excess Liability #3 Excess Liability #4	Y	Y	18HX3645 25ABHX0050 18HX3646	11/28/2025 11/28/2025 11/28/2025	11/28/2026 11/28/2026 11/28/2026	Each Occ/ Aggregate Each Occ/Aggregate Each Occ/Aggregate	$3,000,000 $1,000,000 $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

Mobile Fire-Rescue
Community Risk Reduction
2851 Old Shell Road
Mobile AL 36607

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



© 1988-2010 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, 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.

© Insurance Services Office, Inc., 2012

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.

 © Insurance Services Office, Inc., 2018

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 Date: April 30, 2025
Signature of Authorized Agent

Print Name: Lynn Ann Hamed, Corporate Secretary

ACKNOWLEDGEMENT

The ~~State~~ Commonwealth of Pennsylvania }

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, 20 25

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: William S. Stimpson Date: 5/29/25
William S. Stimpson, Mayor

ATTEST:
Lisa D. Yankee Date: 5-29-2025
City Clerk

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.

Exhibit A: Launch Location Map


10
10
10
US Hwy 98
98
USS ALABAMA Battleship Memorial Park
USS ALABAMA Battleship Memorial Park
Google Earth
Image © 2024 Airbus
N
3000 ft

After printing this label:
CONSIGNEE COPY - PLEASE PLACE IN FRONT OF POUCH
1. Fold the printed page along the horizontal line.
2. Place label in shipping pouch and affix it to your shipment.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of $100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of $100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is $1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.


PYROTECNICO™
VITALE FAMILY FIREWORKS • 1889
City of Mobile, AL
July 4, 2025
Independence Day Celebration Fireworks
PYROTECNICO™ fx
AMPLIFYING EXCITEMENT | SINCE 1889
800.854.4705 • WWW.PYROTECNICO.COM

PYROTECNICO

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.



800.854.4705 • WWW.PYROTECNICO.COM

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



PYROTECNICO

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.



800.854.4705 • WWW.PYROTECNICO.COM

PYROTECNICO

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



800.854.4705 • WWW.PYROTECNICO.COM

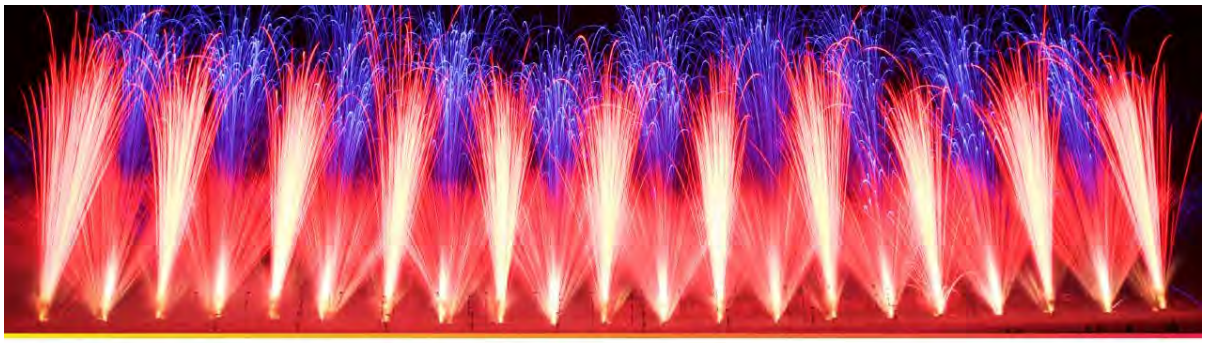
PYROTECNICO

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



800.854.4705 • WWW.PYROTECNICO.COM



Shell Descriptions

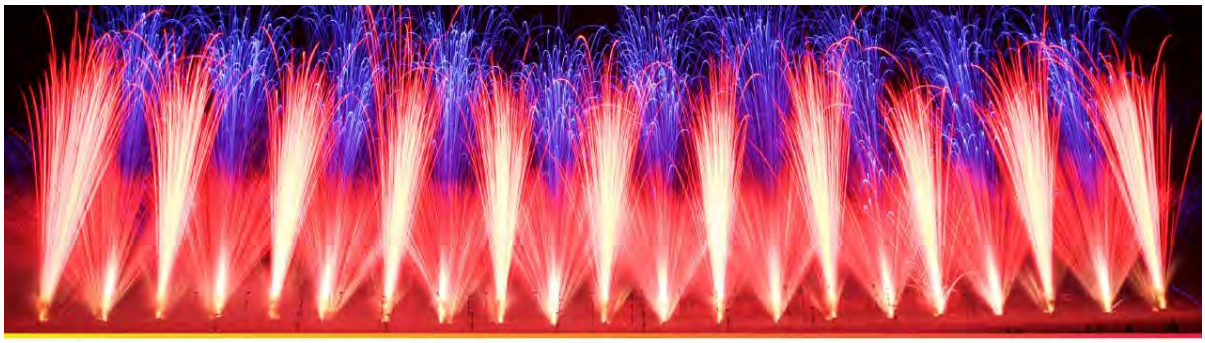
Here are several different types of high quality new shells you could expect to find in each category of shells that we have incorporated in the attached proposal. However, this is only a brief sample of some of the kinds of shells we utilize from our extensive international inventory.

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 Pisitol
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



800.854.4705 • WWW.PYROTECNICO.COM

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



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



800.854.4705 • WWW.PYROTECNICO.COM

PYROTECNICO
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

PYROTECNICO™

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 = Pyrotecico 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.

PYROTECNICO™

Standard Operating Procedure / Safety Plan Fireworks Displays

Pyrotecnico Emergency Contacts:

- **Christopher Peightal - Environmental Health and Safety Manager**
  - C: 724-549-8973
  - 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)

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)	Maria Howard	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."

Licensee/Permittee Responsible Person Signature — Position/Title: President/CEO

Printed Name: STEPHEN VITALE — Date: Nov. 29, 2021

Mailing Address (Changes? Notify the FELC of any changes.)

PYROTECNICO FIREWORKS INC
PYROTECNICO
PO BOX 149
NEW CASTLE, PA 16103-0149

Previous Edition is Obsolete PYROTECNICO FIREWORKS INC:299 WILSON RD:16101:8-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

Martinsburg, WV 25405

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,

Marina Howard

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Everest Indemnity Insurance Company	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 :	

INSURED 2299
Pyrotecnico Fireworks Inc.
299 Wilson Road
New Castle PA 16103

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	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	Y	Y	SI8ML00891-241	10/14/2024	10/14/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	Y	Y	SI8CA00141-241	10/14/2024	10/14/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y	Y	UXP1035252-05	10/14/2024	10/14/2025	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below		Y	82-872096-04-36 (MASTER)	10/14/2024	10/14/2025	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
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

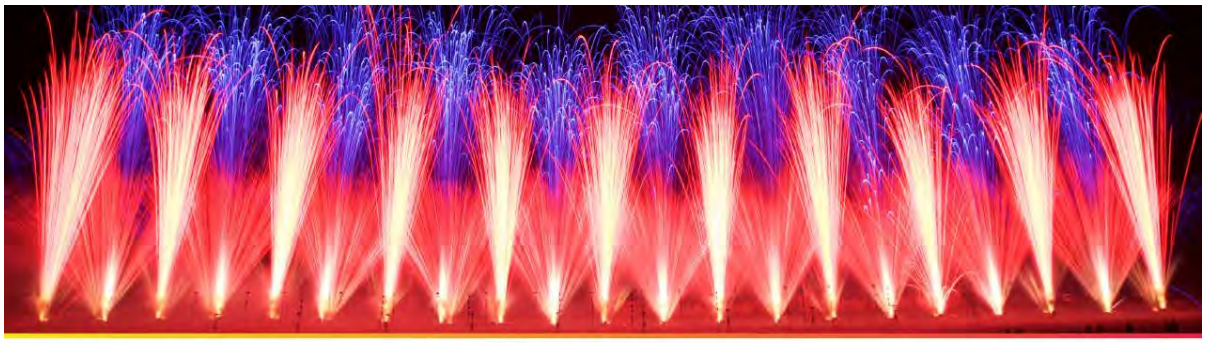
Proof of Insurance

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

© 1988-2010 ACORD CORPORATION. All rights reserved.



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**

PYROTECNICO

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!



*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.

PYROTECNICO™

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

PYROTECNICO

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 incurred. 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 **FAX (A/C, No):** 216-658-7101 **E-MAIL ADDRESS:** info@brittongallagher.com
INSURED 2299 Pyrotecnico Fireworks Inc. 299 Wilson Road New Castle PA 16103	**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:** 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** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC	Y	Y	P0000003353	11/14/2024	10/14/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 50,000 $ $ 1,000,000 $ 3,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	Y	Y	GCD0010016-241	11/14/2024	10/14/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
B	[ ] **UMBRELLA LIAB** [X] OCCUR [X] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	UXP1035252-05	11/14/2024	10/14/2025	EACH OCCURRENCE AGGREGATE 	$ 4,000,000 $ 4,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	82-872096-04-38 (MASTER)	10/14/2024	10/14/2025	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Excess Liability #2	Y	Y	P-001-001451057-01	11/14/2024	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.
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.

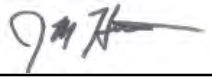
CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



© 1988-2010 ACORD CORPORATION. All rights reserved.

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 **FAX (A/C, No):** 216-658-7101 **E-MAIL ADDRESS:** info@brittongallagher.com
INSURED 2299 Pyrotecnico Fireworks Inc. 299 Wilson Road New Castle PA 16103	**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:**

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** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC	Y	Y	P0000003353	11/14/2024	10/14/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 50,000 $ $ 1,000,000 $ 3,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	Y	Y	GCD0010016-241	11/14/2024	10/14/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
B	[ ] **UMBRELLA LIAB** [X] OCCUR [X] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	UXP1035252-05	11/14/2024	10/14/2025	EACH OCCURRENCE AGGREGATE 	$ 4,000,000 $ 4,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	82-872096-04-38 (MASTER)	10/14/2024	10/14/2025	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Excess Liability #2	Y	Y	P-001-001451057-01	11/14/2024	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.
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

Mobile Fire-Rescue
Community Risk Reduction
2851 Old Shell Road
Mobile AL 36607

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.

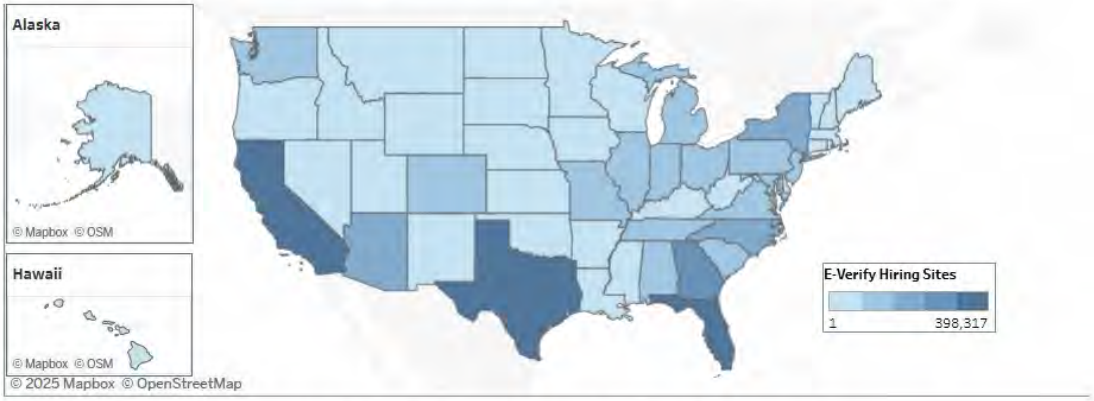
AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

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.



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
☑ Open
☑ Terminated

Opted into E-Verify+
☑ No
☑ Yes

State/Territory
(All)

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 llc		Open	No	6/27/2022		100 to 499	PA	1

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 17, 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:
Lana Pafenbach
Lana Pafenbach

R E S O L U T I O N

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 Section15-103, 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 thjs 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
Alabama State at Large

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	Acct#	October	November	December	January	February	March	April	May	June	July	August	September	Total
# Of Pay Periods		2	2	2	2	2	2	2	3	2	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
Heath 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	$8,448.29	$4,373.84	$4,118.95	$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	$3,655.34	$2,715.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$8,055.44
Dues and Memberships	$377.50	$72.50	$88.69	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$538.69
Software Costs	$2,162.27	$2,447.99	$2,233.25	$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	$98.84	$121.33	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$220.17
Maintenance and Repair	$546.53	$935.63	$1,897.63	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,380.79
Professional and Technical *	$0.00	$15,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$15,000.00
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
Reimburse Garage Scrap													$0.00
Impounded Vehicles													$0.00
Overtime Reimbursed													$0.00
Salaries Reimbursed	$85,331.82	$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
Vehicle Towing & Other Impound													$0.00
Office Supplies	$0.00	$184.54	$267.22	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$451.76
Operating Supplies**	$0.00	$1,480.75	$564.63	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,045.38
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													$0.00
Events	$200.00	$2,608.00	$3,094.22	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,902.22
Motor Pool Budget Rate													$0.00
Repair Parts													$0.00
Training													$0.00
Travel	$1,114.99	$157.85	$41.86	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,314.30
Mileage Reimbursed													$0.00
Cellular Phone Expense													$0.00
Electrical													$0.00
Gas													$0.00
Internet Service	$308.80	$308.80	$316.80	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$934.40
Postage	$78.00	$436.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$514.00
Telephone	$899.45	$899.45	$920.92	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,719.82
Water													$0.00
Capitalized Equipment													$0.00
Small Equipment (less than $5,000)	$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
Testing													$0.00
Insurance - Flood													$0.00
Insurance - General	$5,024.76	$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	$78.15	$48.98	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$126.13
Cash Over/Short													$0.00
GRAND TOTAL OPERATING EXPENSES	$106,276.31	$136,033.85	$115,994.99	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$358,305.15

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 Montlimar 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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemnity Insurance Company	18058
INSURER B: The Sheffield Fund/ACE American Insurance Co.	39020
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Mobile Museum Board Inc dba The Museum of Mobile
P.O. Box 2068
Mobile AL 36652

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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		PHPK2698682-001	10/14/2025	10/14/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			PHPK2698682-001	10/14/2025	10/14/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			PHUB915498-001	10/14/2025	10/14/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		600-2025-24975-00 WC*	01/01/2025	12/31/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	*HDOG48955940 EL $ 1,000,000 $ 1,000,000 $ 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

City of Mobile
Attn: Real Estate Department
P O Box 1827
Mobile AL 36633

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: March 17, 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:
Lana Pafenbach
Lana Pafenbach

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:

_____

_____

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
9022	2026	(2050) FLEET MANAGEMENT-GARAGE	2026 FORD EXPEDITION MAX 4X4 SUV FOR MAYOR'S OFFICE (SEALED BID 6030)	$84,302.41	(300234) GROUP1 FORD OF PENSACOLA

Adopted:

_____

City Clerk

Bill To	Requisition 00009022-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	PO 26005942
770 GAYLE STREET	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Converted Page 1

Vendor	Ship To
GROUP1 FORD OF PENSACOLA	MOTOR POOL - ATTN: ADAM LYNN
6397 PENSACOLA BLVD	770 GAYLE STREET
	MOBILE, AL 36604
PENSACOLA, FL 32505	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

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.	1.00 EACH	84302.41000	84302.41

Additional Description Notes

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	Requisition 00009022-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	PO 26005942
770 GAYLE STREET	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Converted Page 2

Vendor	Ship To
GROUP1 FORD OF PENSACOLA	MOTOR POOL - ATTN: ADAM LYNN
6397 PENSACOLA BLVD	770 GAYLE STREET
	MOBILE, AL 36604
PENSACOLA, FL 32505	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

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
	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

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

Account	Amount	Remaining Budget

Bill To	Requisition 00009022-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	PO 26005942
770 GAYLE STREET	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Converted Page 3

Vendor	Ship To
GROUP1 FORD OF PENSACOLA	MOTOR POOL - ATTN: ADAM LYNN
6397 PENSACOLA BLVD	770 GAYLE STREET
	MOBILE, AL 36604
PENSACOLA, FL 32505	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

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery: 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

BID SHEET

This is Not an Order

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

Typed by: lw Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be 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 — Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	FORD EXPEDITION PLATINUM MAX					
1 ea.	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/					
				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 Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

Page_____ of_____

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cents

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

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
		Page 3 of 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

FD **KTP-000570** FL 9-NORMAL,NB,100570,SM091 5247

ULC			U	W	FL					
CERT	CERT	ADD	TRD	RAMP	BUMP	CAMP	BOOK	EXFL	ROTA	BATT

033163 39/3561 1FMJK1MG1 **TEA03911** NB GU13

ford.com

VEHICLE DESCRIPTION

EXPEDITION MAX

TE **A03911**

2026 EXPED. PLATINUM 4X4
PLATINUM 7-PASSENGER
3.5L H/O ECOBOOST V6
10SPD AUTO TRANS W/SLCTSHFT

EXTERIOR
AGATE BLACK METALLIC
INTERIOR
BLACK ONYX LTHR-TRIMMED

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR
- 360 DEGREE ZONE LIGHTING
- DOOR HANDLES - BODY COLOR
- EASY FUEL® CAPLESS FILLER
- FORD SPLIT GATE W/OPEN ON APPROACH
- HEAVY DUTY TRAILER TOW
- PANORAMIC VISTA ROOF®
- PRIVACY GLASS - REAR DOORS
- SIGNATURE GRILLE LIGHTING
- SIGNATURE TAIL LAMPS
- TRAILER SWAY CONTROL
- WIPERS - RAIN-SENSING

INTERIOR
- 1TOUCH UP/DOWN DR/PASS WIN
- 2ND ROW HEATED SEATS
- 3RD ROW 40/20/40 FLEX SEAT W/ POWERFOLD
- AMBIENT LIGHTING
- CARGO MANAGEMENT SYSTEM
- FLEX POWERED CONSOLE
- HTD LTHR WRAPPED STR WHL W/CRUISE AND AUDIO CTRLS
- HTD/VENTILATED FRT SEATS
- MEMORY DRIVER SEAT
- TRI-ZONE AUTO CLIMATE CTRL

FUNCTIONAL
- 24" PANORAMIC DISPLAY
- 13.2" CENTER DISPLAY
- FORD APP
- HILL DESCENT CONTROL
- HILL START ASSIST
- INTELLIGENT 4WD SYSTEM
- PRO POWER ONBOARD™ - 400W
- REMOTE START W/ FORD APP
- TERRAIN MANAGEMENT SYSTEM W/ SELECTABLE DRIVE MODES
- TWO-SPEED TRANSFER CASE
- UNIVER GARAGE DOOR OPENER

SAFETY/SECURITY
- ADVANCETRAC™ WITH RSC®
- AIRBAGS - DUAL STAGE FRONT
- AIRBAGS - SAFETY CANOPY®
- AIRBAGS - SIDE IMPACT FRNT
- INDIV TIRE PRESS MONIT SYS
- LATCH CHILD SAFETY SYSTEM
- PERSONAL SAFETY SYSTEM™
- REAR OCCUPANT ALERT
- SECURE PKG 1 YR INCLUDED
- SECURILOCK® ANTI-THEFT SYS
- SOS POST-CRASH ALERT SYS™

WARRANTY
- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST

INCLUDED ON THIS VEHICLE	(MSRP)
EQUIPMENT GROUP 600A	
OPTIONAL EQUIPMENT/OTHER	
3.5L H/O ECOBOOST V6	NO CHARGE
FORD CO-PILOT360 ACTIVE 2.0	NO CHARGE
STEALTH PERFORMANCE PACKAGE	7,450.00
.P285/40R24 A/S BSW TIRES	
.24" EBONY PAINTED ALUM WHEEL	
BLUECRUISE EQUIP: 1YR+90D PLAN	495.00
DRIVER'S PACKAGE	NO CHARGE
STEALTH APPEARANCE PACKAGE	NO CHARGE
.BLACK ONYX	
CONN PKG:1YR INCL W/FORD APP	
RUNNING BOARD-POWER DEPLOYABLE	NO CHARGE

PRICE INFORMATION	(MSRP)
BASE PRICE	$76,950.00
TOTAL OPTIONS/OTHER	7,945.00
TOTAL VEHICLE & OPTIONS/OTHER	84,895.00
DESTINATION & DELIVERY	2,595.00

	RAMP ONE: RM9D	
	RAMP TWO:	RAIL
		ITEM #: 24-3600 O/T 2

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

TOTAL MSRP $87,490.00

Scan The QR Code to get more details about this vehicle

SM091 N RB 2X 620 000570 12 09 25

EPA DOT Fuel Economy and Environment

Gasoline Vehicle

Fuel Economy

18 MPG combined city/hwy — 15 city — 22 highway

Standard SUVs range from 12 to 115 MPG. The best vehicle rates 146 MPGe.

5.6 gallons per 100 miles

You **spend** **$5,250** more in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost **$2,750**

Fuel Economy & Greenhouse Gas Rating (tailpipe only): 3 (1 — 10 Best)

Smog Rating (tailpipe only): 5 (1 — 10 Best)

This vehicle emits 501 grams CO_2 per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions; learn more at fueleconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 29 MPG and costs $8,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at $3.30 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fueleconomy.gov
Calculate personalized estimates and compare vehicles

Smartphone QR Code™

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★★★★★
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 ★★★★★
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 ★★★★★
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

1FMJK1MG1TEA03911

FordPass Connect™

Download the FordPass™ app* and you can:

Access Vehicle Control Features
- Remotely start, lock and unlock your vehicle.
- Locate your vehicle and check approximate fuel range.
- Receive vehicle health alerts.

Activate 4G LTE Wi-Fi Hotspot
- New vehicles include a 3-month or 3GB data (whichever comes first) Wi-Fi trial.
- Connect up to ten Wi-Fi–equipped devices.

*Connected services require a FordPass Connect™ equipped vehicle. Data and message rates may apply. Connected services may be discontinued at a later date. See Terms for more information. Connected services and related features may change, be added or removed at any time. Certain services require a compatible smartphone and may require a subscription. Availability and performance of connected services may be affected by many factors including, but not limited to, network availability, terrain, buildings, weather, and vehicle electrical power. Not all features are available in all vehicles. Message and data rates may apply. Some features require a paid subscription after trial period. Visit www.ford.com/connectivity/fordpass-connect for more details.

The FordPass Connect™ modem is active and sending vehicle data (e.g., diagnostics) to Ford. See in-vehicle Settings for connectivity options.

Ford Protect®

Insist on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.FordOwner.com.

WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

Ford Credit
Get Prequalified now at www.ford.com/finance

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 17, 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:
Lana Pafenbach
Lana Pafenbach

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:

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
6623	2026	(2050) FLEET MANAGEMENT-GARAGE	TWO 2026 CHEVROLET TAHOE LT SUVS FOR MPD (SEALED BID 6028)	$126,900.00	(299517) HARDY CHEVROLET BUICK GMC

Adopted:

_____

City Clerk

Bill To	Requisition 00006623-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer: 9105paij
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Approved Page 1

Vendor	Ship To
HARDY CHEVROLET BUICK GMC	MOTOR POOL - ATTN: ADAM LYNN
1249 CHARLES HARDY PARKWAY	770 GAYLE STREET
	MOBILE, AL 36604
DALLAS, GA 30157	AGEET@CITYOFMOBILE.ORG
Tel#2563307280	Delivery Reference
Fax 7704459659	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	2.00 EACH	63450.00000	126900.00
	Additional Description Notes			
	2026 CHEVROLET TAHOE LT, BLACK IN COLOR			
	THESE ARE FOR THE POLICE CHIEF'S			
	AS REQUESTED BY 1530-POLICE DEPT.			
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

Bill To	Requisition 00006623-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer: 9105paij
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Approved Page 2

Vendor	Ship To
HARDY CHEVROLET BUICK GMC	MOTOR POOL - ATTN: ADAM LYNN
1249 CHARLES HARDY PARKWAY	770 GAYLE STREET
	MOBILE, AL 36604
DALLAS, GA 30157	AGEET@CITYOFMOBILE.ORG
Tel#2563307280	Delivery Reference
Fax 7704459659	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

Account	Amount	Remaining Budget
***** General Ledger Summary Section *****		
Account	Amount	Remaining Budget
1000.30.15.1530.1530.1530.0000.0000.45040.	126900.00	688537.04
POLICE ADMIN SERVICES EXP FLEET VEHICLES		

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

Activity	Date	Clerk	Comment
Approved	01/13/26	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	01/13/26	SHONNDA SMITH	
Approved	01/13/26	CHERI BOUCHER	Auto approved by: 910518244
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

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery: 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

BID SHEET

This is Not an Order

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

Typed by: lw Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be 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	
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.		Dollars	Cents	Dollars	Cents

2026 CHEVROLET TAHOE LT 2WD

Appx 2-4

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.

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 Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

Page_____ of_____

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
		Page 2 of 2					

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 _____

CHEVROLET

2025 TAHOE 2WD LT

EXTERIOR: BLACK
INTERIOR: JET BLACK

ENGINE, 5.3L ECOTEC3 V8
TRANSMISSION, 10-SPEED AUTO

Visit us at www.chevy.com

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 DIMMING	
• UNIVERSAL HOME REMOTE	
• HEATED POWER OUTSIDE MIRRORS W/ POWER-FOLD	
20" MACHINED ALUMINUM WHEELS W/ CHARCOAL POCKETS	1,100.00
SEATS, 2ND ROW BUCKET, POWER RELEASE	370.00

TOTAL OPTIONS	$3,685.00
TOTAL VEHICLE & OPTIONS	$65,685.00
DESTINATION CHARGE	1,995.00
TOTAL VEHICLE PRICE*	**$67,680.00**

EPA DOT Fuel Economy and Environment

Gasoline Vehicle

TAHOE 2WD

Fuel Economy

17 MPG combined city/hwy — 15 city — 20 highway

5.9 gallons per 100 miles

Standard SUVs range from 11 to 100 MPG. The best vehicle rates 140 MPGe.

You spend $6,000 more in fuel costs over 5 years compared to the average new vehicle. GGA

Annual fuel cost $3,100

Fuel Economy & Greenhouse Gas Rating (tailpipe only): 3 (1 — 10 Best)

Smog Rating (tailpipe only): 6 (1 — 10 Best)

This vehicle emits 530 grams CO_2 per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions; learn more at fueleconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and costs $9,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at $3.50 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

artphone Code*

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	**Not Rated**
	Passenger	**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	**Not Rated**
	Rear seat	**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

This label has been applied pursuant to Federal law – Do not remove prior to delivery to the ultimate purchaser. *Includes Manufacturer's Recommended Pre-Delivery Service. Does not include dealer installed options and accessories not listed above, local taxes or license fees.

© 2009 General Motors LLC
GMLBL_PROD_0043 – 3/28/2024

ORDER NO FBFZKW SALES CODE E
SALES MODEL CODE CC10706
DEALER NO 18435
FINAL ASSEMBLY:
ARLINGTON, TX U.S.A.

VIN 1GNS5NRDXSR233600

DEALER TO WHOM DELIVERED
DONOHOO CHEVROLET

RR

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 17, 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:
Lana Pafenbach
Lana Pafenbach

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:

_____

_____

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
8880	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	(295509) MAGNET FORENSICS USA, INC

Adopted:

_____
City Clerk

Bill To	Requisition 00008880-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1502.1502.1502.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 1

Vendor	Ship To
MAGNET FORENSICS USA, INC. 2250 CORPORATE PARK DRIVE SUITE 230 HERNDON, VA 20171 UNITED STATES Tel#519-342-0195 X 3443	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
	General Notes --- PER QUOTE: Q-436538-1_EXPIRES ON MARCH 26, 2026 STATE OF ALABAMA CODE #41-16-51(a)(8) SOFTWARE EXEMPTION.			
001	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes --- FT-PR FasTrak Unlimited GrayKey FasTrak Unlimited Start Date: Aoril 1, 2026 End Date: March 31, 2027 Vendor Item Inventory Item/Loc 1723	1.00 EACH	69870.00000	69870.00
1	1000.30.15.1502.1502.1502.0000.0000.42115.			69870.00
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300			

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: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
MAGNET FORENSICS USA, INC. 2250 CORPORATE PARK DRIVE SUITE 230 HERNDON, VA 20171 UNITED STATES Tel#519-342-0195 X 3443	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: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
MAGNET FORENSICS USA, INC.	GULF COAST TECHNOLOGY CENTER
2250 CORPORATE PARK DRIVE	455 ST LOUIS ST. SUITE 2300
SUITE 230	
	MOBILE, AL 36602
HERNDON, VA 20171	REBECCA.TURK@CITYOFMOBILE.ORG
UNITED STATES	
Tel#519-342-0195 X 3443	
	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

Signature

AN ORDINANCE TO LEVY TAXES FOR THIS TAX YEAR BEGINNING OCTOBER 1, 2026, AND FOR SUCCESSIVE YEARS, ON ALL REAL AND PERSONAL PROPERTY AND INTANGIBLES LOCATED IN CERTAIN AREAS WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE AND TO EXCEPT FROM SUCH TAXES OTHER AREAS WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows:

SECTION 1: For the purpose of paying the expenses of the City Government, the Council of the City of Mobile does hereby lay, levy, and assess for the municipal tax year, beginning October 1, 2026, and for successive tax years, ad valorem taxes on all real and personal property and intangibles located within the corporate limits of the City of Mobile, including, without limitations, property situated in the following described areas within the corporate limits of the City of Mobile, and which may be subjected to municipal ad valorem taxes under the Constitution and Laws of the State of Alabama, viz.:

“A”

Commencing at the intersection of the west harbor line of Mobile River and the township line between Township 3 south and Township 4 south; thence eastwardly along said township line to the point where the same intersects the east shore line of Blakely Island on Polecat Bay; thence southwardly along the meanders of the said east shore line of Blakely Island and the north shore line of the Mobile Bay Bridge Causeway to a point on said north shore line of said Causeway where said shore line is intersected by the north-south Coordinate Line 336,000 of the Transverse Mercator Projection for Alabama west Zone as used officially on Maps of the Mobile Bay area by the United States Corps of Engineers; thence south along said coordinate line to the point of its intersection with the south boundary line of Township 4 south, thence westwardly along said township line between Township 4 south and Township 5 south to the point where the same intersects the north right-of-way line of the Louisville and Nashville Railroad; thence southwestwardly along the north right-of-way line of the Louisville and Nashville Railroad to the west bank of Dog River; thence northwestwardly along the west bank of Dog River to the north bank of Bolton Branch; thence northwestwardly along the north bank of Bolton Branch to the range line between Range 1 west and Range 2 west of the St. Stephens Meridian; thence due north along said range line to the southwest corner of Section 6, Township 4 south, Range 1 west of the St. Stephens Meridian; thence east along the south line of Section 6, and continue east along the south line of Section 5 of said Township 4 south, Range 1 west in a straight line to the southeast line of Alley No. 1 (Prichard Lane); thence northeastwardly along the south property line of Alley No. 1 (Prichard Lane) to the point where the same intersects the east property line of College Avenue; thence southeastwardly along the east and north property lines of College Avenue to the north property line of Sweeney's Lane; thence southwestwardly along the north property line of Sweeney's Lane to the west bank of Toulmin's Branch; thence

southeastwardly along the west bank of Toulmin's Branch to a point directly west of the south boundary line to the City of Prichard; thence eastwardly, northwardly and eastwardly, along the boundary line of the City of Prichard to the southeast corner of the Craftview Court Subdivisions; thence directly eastwardly to the point of Intersection of the west boundary line of West Highlands Subdivision; thence northwardly along the west boundary line of West Highlands Subdivision to the north boundary line of said Subdivision; thence eastwardly along the north boundary line of said subdivision to the west right-of-way line of Telegraph Road; thence northwestwardly along said right-of-way line to the south right-of-way line of the Bay Bridge Road; thence eastwardly along said south right-of-way line to the east right-of-way line of the Southern Railroad; thence northwestwardly along the east right-of-way line of the Southern Railroad to the point where the same intersects the township line between Township 3 south and Township 4 south; and thence eastwardly to the point of beginning at the intersection of said township line and the west harbor line of Mobile River.

“B”

Commencing at the intersection of the south right-of-way line of Bay Bridge Road with the east right-of-way line of the Southern Railroad; run thence eastwardly along the south right-of-way line of said Bay Bridge Road to its intersection with the center line of Paper Mill Road projected south; run thence northwardly, northwestwardly and westwardly, along the center line of Paper Mill Road projected southwardly and the center line of Paper Mill Road to its intersection with the eastern city limits of Prichard; run thence southwardly and eastwardly along the City Limits of Prichard to the point of beginning.

“C”

Commencing at a point where the north line of Section 7, Township 4 south, Range 1 west intersects the east right-of-way line of Federal Interstate Highway 1-65 (Belt Line Highway); run thence east along the north line of Section 7 and Section 8, Township 4 south, Range 1 west to the east right-of-way line of Mobile Street; run thence northeastwardly along the east line of said Mobile Street and the east line of Prichard Avenue West to the Prichard city limits; run thence northwestwardly along the boundary lines between Mobile and Prichard to where the same intersects the southeast right-of-way line of Federal Interstate Highway 1-65 (Belt Line Highway); run thence southwestwardly along the south and east right-of-way line of said Federal Interstate Highway 1-65 to the point of beginning.

“D”

Commencing at the northeast corner of the northwest one-quarter of the northwest one-quarter of Section 34, Township 3 South, Range 1 West; thence run southwardly, eastwardly, southwardly, westwardly, and southwardly along the Mobile-Prichard city limits line to the north line of Paper Mill Road (Diaz Street); run thence eastward and southward along the north and east lines of Paper Mill Road to the line between Township 3 south and Township 4 south; run thence east along the line between Township 3 south

and Township 4 south to the west bank of Mobile River; run thence northward along the west bank of Mobile River and Chickasaw Creek to the north line of Sections 34 and 35, Township 3 south, Range 1 west extended eastward; run thence west along the north line of Section 35 and 34, Township 3 south, Range 1 west to the point of beginning.

“E”

Commencing at the northwest corner of the northeast one-quarter of Section 1, Township 4 south, Range 2 west and run east along the north line of Section 1, Township 4 south, Range 2 west and Section 6, Township 4 south, Range 1 west, to the west line of Interstate Highway 1-65; run thence northeastward along the west line of Interstate Highway 1-65 to the West Prichard City Limits; run thence southward along the Prichard city limits to the east line of Interstate Highway 1-65; run thence southwestward along the east line of Interstate Highway 1-65 to the south line of Section 6, Township 4 south, Range 1 west; run thence west along the south line of Section 6, Township 4 south, Range 1 west, and Section 1, Township 4 south, Range 2 west to the southwest corner of the southeast one-quarter of Section 1, Township 4 south, Range 2 west; run thence north along the north-south centerline of Section 1, Township 4 south, Range 2 west to the point of beginning.

"F"

All portions of any of the territory heretofore described in this Section which was brought into the corporate limits of the City by an election held pursuant to Article 2, Chapter 5, Title 37 of the Code of Alabama 1940, as amended, within ten years next immediately preceding the adoption of this Ordinance and which at the time it was brought within the City was used or occupied as or as a part of a mining, manufacturing, or industrial plant or construction, or which is used or occupied as or as a part of a railroad or street railroad, or for any other quasi public use, and continues to be so used, and all property having a situs of such territory (but not including residences, dwelling houses, storehouses, commissaries, warehouses, or the land on which they are situated) shall be exempt from the taxes levied by this Ordinance for the tax year beginning October 1, 2017.

“G”

Commencing at the northeast corner of the northwest one-quarter of the northwest one-quarter of Section 34, Township 3 south, Range 1 west, said corner being a corner of the city limits of the City of Mobile and City of Prichard and run thence westwardly, northwardly and eastwardly along the meanderings of the easterly city limits of Prichard and Chickasaw to the south right-of-way line of Viaduct Street; thence easterly and southeasterly along the south side of Viaduct Street and Gulf Warrior Road to a point; thence south a distance of 670 feet, more or less, to a point; thence east a distance of 300 feet, more or less, to a point on the westward property line of Warrior and Gulf Navigation Company; thence west along said property line 180 feet, more or less, to a point; thence southwesterly along said property line a distance of 650 feet, more or less, to a point; thence run south along the west property line a distance of 1,362.28 feet to a

point; thence turn a 90 degree 00' angle to the left and run easterly along the south property line of south property line extended of Warrior and Gulf Navigation Company a distance of 1,600 feet to a point on the centerline of Chickasaw Creek; thence northerly and westerly along the centerline of Chickasaw Creek a distance of 13,200 feet, more or less, to a point on the northerly extension of the east property line of Chickasabogue Lumber Company; thence southerly along the northerly extension of and the east property line of Chickasabogue Lumber Company a distance of 350 feet, more or less, to the southeast property corner of Chickasabogue Lumber Company; said point being 100 feet south of the centerline of a railroad spur track; thence run in a westerly direction 100 feet south of and parallel with the centerline of said spur track a distance of 1,516.50 feet to a point on the east property line of T. Lee Robinson; thence south 27 degrees 36' west along the east property line of T. Lee Robinson a distance of 430 feet to the southeast property corner of T. Lee Robinson; thence easterly 100 feet to a point; thence south 14 degrees 21' west along the east property line of O'Neal Steel, Inc., a distance of 1,013.12 feet to a point; thence westerly a distance of 100 feet to a point; thence south 14 degrees 21' west along the east property line of O'Neal Steel, Inc., a distance of 235 feet to the southeast corner of O'Neal Steel, Inc., property; thence southerly and parallel to the east right-of-way of Southern Railroad a distance of 210 feet, more or less, to a point on the Chickasaw City Limits that is 448 feet easterly of and perpendicular to the east right-of-way of Southern Railroad; thence westwardly and northwardly along the meanderings of the easterly City Limits of Chickasaw to the centerline of Chickasaw Creek; thence eastwardly along the meandering centerline of Chickasaw Creek 1,730 feet, more or less, to a point; thence north 05 degrees, 36' 05" east a distance of 960 feet, more or less, to a point on the south bank of Black Bayou; thence eastwardly along the south bank of Black Bayou 110 feet, more or less, to a point; thence north 05 degrees, 36' 05" west a distance of 4,020 feet, more or less, to a point on the south right-of-way of Industrial Parkway Extension; thence northwestwardly and westwardly along said south right-of-way line a distance of 1,387.63 feet to a point on the east line of Norfolk-Southern Railroad right-of-way; thence north 05 degrees, 36' 05" east along the east right-of-way of Norfolk-Southern Railroad right-of-way a distance of 1,010 feet to a point; thence south 84 degrees 23' 55" east a distance of 100 feet to a point; thence north 05 degrees, 36' 05" east a distance of 190 feet to a point; thence run east along a line parallel with the north line of the southeast quarter of Section 10, Township 3 south, Range 1 west a distance of 4,030 feet to a point lying 765 feet south of the northeast corner of the southeast quarter of Section 10, Township 3 south, Range 1 west; thence run north along the east line of Sections 10 and 3, Township 3 south, Range 1 west a distance of 7,950 feet, more or less to the south bank of Norton's Creek; run thence eastwardly and northwardly along the meanderings of the south and east bank of Norton's Creek to the point where the same meets the south bank of Bayou Sara; run thence eastwardly along the southerly and westerly bank of Bayou Sara to the point of intersection of the township line between Township 3 south and Township 2 south; run thence along said township line to the east boundary line of Mobile; run thence southwardly along the east boundary line of Mobile County to a point on said boundary 200 feet south of the Tensaw River Bridge on the Mobile Bay Causeway; run thence due west to a point of intersection with the north-south coordinate line 336,000 of the Transverse Mercator Projection for Alabama West Zone as officially used on maps of the Mobile Bay Area by the United States Corps of

Engineers; run thence north along said projection line to the north shoreline of the Mobile Bay Causeway; run thence westwardly and northwardly along the north shore line of the Mobile Bay Causeway and along the east shore line of Blakely Island to the point of intersection with the township line between Township 3 south and Township 4 south; run thence westwardly along said township line to the point of intersection with the west harbor line of Mobile River, run thence northwardly along the west harbor line of Mobile River, and the west bank of Chickasabogue Creek to the point of intersection with the north line of Sections 34 and 35 projected eastwardly; run thence westwardly along the north line of Sections 34 and 35 and along said projection to the point of beginning.

Less and except the area described in the Alabama Legislative Act 98-597, that de-annexed and removed from within the boundary lines and corporate limits of the municipality of Mobile the area described in Act 98-597 as:

Commencing at the southeast corner of Section 2, T3S-R1W, Mobile County, Alabama; thence along the east boundary of said Section 2, T3S-R1W run N 01 degrees 35' 03" E 1179.30 feet to a point on the south boundary of Tract "A", Mobile River Coal Handling Facility, Inc. as per instrument from Jacintoport Corporation to Mobile River Coal Handling Facility, Inc., dated June 1, 1976 and the north boundary of United Gas Pipe Line right-of-way; said point being the POINT OF BEGINNING of the property herein described; thence along said south boundary of Tract "A", Mobile River Coal Handling Facility, Inc., and said north boundary of United Gas Pipe Line right-of-way run S 89 degrees 02' 57" E 268.44 feet to a point; thence continuing along said south boundary of Tract "A", Mobile River Coal Handling Facility, Inc., and said north boundary of United Gas Pipe Line right-of-way run S 89 degrees 35' 57" 1817.84 feet to a point; thence continuing along said south boundary of Tract "A", Mobile River Coal Handling Facility, Inc. and said north boundary of United Gas Pipe Line right-of-way run N 00 degrees 24' 03" E 113.90 feet to a point; thence continuing along said south boundary of Tract "A", Mobile River Coal Handling Facility, Inc. and said north boundary of United Gas Pipe Line right-of-way run N 70 degrees 36' 03" E 965.33 feet to a point on the west line of a 25 foot Phillips Petroleum Company easement; thence along said West line of the 25 foot Phillips Petroleum easement run S 01 degrees 12' 36" W 3948.37 feet to a point on the north boundary of the property now or formerly of Southern Railway System; thence along said north boundary of Southern Railway System property run N 89 degrees 42' 50" W 8150 feet, more or less, to a point on the east line of Section 10, T3S-R1W, Mobile County, Alabama; said point also being on the present corporate limits of the City of Saraland; thence along said west corporate limits of the City of Saraland and along the east line of Sections10 and 3, T3S-R1W, run northwardly 6850 feet to a point on the centerline of Norton's Creek; thence along the meandering of said centerline of Norton's Creek and along the meandering of the centerline of Bayou Sara run northeastwardly 6850 feet, more or less, to a point on the Northward projection of the west boundary of the aforementioned Tract "A", Mobile River Coal Handling Facility, Inc.; thence along said northward projection of and the west boundary of Tract "A". Mobile River Coal Handling Facility, Inc., run S 01 degrees 35' 03" W 4650 feet, more or less, to the southwest corner of said Tract "A", Mobile River Coal Handling Facility, Inc., thence along the south line of said Tract "A", Mobile River Coal Handling Facility, Inc. and said north boundary of United

Gas Pipe Line right-of-way run S 89 degrees 02’ 57” E 875.05 feet to the point of beginning. Describe area contains 1,081 acres, more or less.

“H”

Commencing at the intersection of the southern margin of Dog River and the east right-of-way line of Dauphin Island Parkway (Cedar Point Road), Mobile County, Alabama; thence run south 14 degrees 39' west along said east right-of-way line of Dauphin Island Parkway a distance of 72.31 feet, more or less, to a one-half inch iron rod; thence continue south 14 degrees 39' west along said east right-of-way line a distance of 550.00 feet to the point of beginning; thence run south 75 degrees 21' east a distance of 200.00 feet to a point; thence run north 14 degrees 39' east a distance of 510.00 feet, more or less, to the southern margin of Dog River; thence run eastwardly and southwardly along the southern and western margins respectively of Dog River and Mobile Bay a distance of 1,521.00 feet, more or less, to a point, said point being the intersection of the western margin of Mobile Bay and the north line of Lot 1, Block 1 of Bay Division, Hollinger’s Island, as recorded in Map Book 3, Pages 109-110, of the records on file in the Office of the Judge of Probate Court of Mobile County, Alabama; thence run south 79 degrees 15' west along the north line of said Lot 1 distance of 832.17 feet, more or less, to the northwest corner of said Lot 1, said corner being the terminus of the east right-of-way line of the north extension of Bay Road; thence continue south 79 degrees 15' west along the terminus of said right-of-way a distance of 26.89 feet to a point; thence run north 75 degrees 01' west along the terminus of said right of way a distance of 25.06 feet to a point, said point being the terminus of the west right-of-way line of the north extension of said Bay Road; thence run north 85 degrees 23' west a distance of 135.00 feet to a point; thence run north 14 degrees 39' east a distance of 580.34 feet to a point; thence run north 45 degrees 21' west a distance of 247.51 feet to a point; thence run north 75 degrees 21' west a distance of 200.00 feet to a point on the east right-of-way line of Dauphin Island Parkway; thence run north 14 degrees 39' east along the east right-of-way line of Dauphin Island Parkway a distance of 100.00 feet to the point of beginning, containing 747,700 sq. ft. plus or minus, (17.165 Ac. plus or minus).

”I”

Commencing at the southeast corner of Section 7, Township 5 south, Range 2 west, Mobile County, Alabama; run north 00 degrees 07' 30" east along the east line of said Section 7 to the northeast corner of the southeast quarter of the southeast quarter of Section 7 and the point of beginning; thence run west along the east-west centerline of the southeast and southwest quarters of Section 7 to a point on the northeast corner of the southwest quarter of the southwest quarter of Section 7; thence run north along the north-south centerline of the southwest quarter to the southeast corner of the northeast quarter of the northwest quarter of the southwest quarter; thence run westwardly to the southwest corner of the northeast quarter of the northwest quarter of the southwest quarter of Section 7; thence run northwardly to the northwest corner of the northeast quarter of the northwest quarter of the southwest quarter of Section 7; thence run eastwardly to the southwest corner of the southeast quarter of the northwest quarter of

Section 7; thence run northwardly to the northwest corner of the southwest quarter of the southeast quarter of the northwest quarter of Section 7; thence run eastwardly to the north-south centerline of Section 7; thence run southwardly to a point that lies 2663.77 feet west of and 2427.10 feet north of the southeast corner of Section 7; thence run north 00 degrees 12 minutes 16 seconds west a distance of 438.99 feet to a point; thence run south 89 degrees 40 minutes 29 seconds east a distance of 2666.30 feet to a point on the east section line of Section 7; thence run south along said section line to the point of beginning.

“J”

Beginning at the intersection of the north bank of Halls Mill Creek and the eastward right-of-way line of Interstate Highway 10; thence run southwestwardly, southwardly, and southeastwardly along the southeastward right-of-way line of 1-10 to a point on the centerline of Rangeline Road; thence run southeastwardly along the centerline of Rangeline Road to a point on the westward bank of Rabbit Creek; thence run northeastwardly, northwardly, and northwestwardly along the westward bank of Rabbit Creek to its intersection with the south bank of Halls Mill Creek; thence run westwardly along the southward bank of Halls Mill Creek to the east line of Section 24, Township 5 south, Range 2 west; thence run north along the east line of Section 24 to the north bank of Halls Mill Creek and the existing city limits of Mobile; thence run westwardly along the north bank of Halls Mill Creek and existing city limits of Mobile to the point of beginning.

“K”

All of River Oaks Subdivision as recorded in Map Book 76, Page 83.
All of Riverchase Estates as recorded in Map Book 69, Page 10.
All of Lot 1, Covenant Subdivision, as recorded in Map Book 60, Page 83.

“L”

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY OF SNOW ROAD AND THE NORTH LINE OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 3 WEST, MOBILE, COUNTY, ALABAMA FOR THE POINT OF BEGINNING; RUN THENCE IN A NORTHEASTERLY DIRECTION ALONG THE NORTH LINE OF SAID SECTION 15 FOR 694.00 FEET, MORE OR LESS; RUN THENCE NORTH 00° 29' 00" EAST FOR 1958.00 FEET, MORE OR LESS; RUN THENCE NORTH 87° 42' 29" WEST FOR 105.00 FEET, MORE OR LESS; RUN THENCE SOUTH 87° 11' 00" WEST FOR 208.00 FEET, MORE OR LESS; RUN THENCE NORTH 00 ° 08' 00" WEST FOR 420.00 FEET, MORE OR LESS, TO THE SOUTH RIGHT-OF-WAY OF TANNER WILLIAMS ROAD; RUN THENCE IN A NORTHEASTERLY DIRECTION ALONG THE SOUTH RIGHT-OF-WAY OF SAID TANNER WILLIAMS ROAD FOR 1108.00 FEET, MORE OR LESS; RUN THENCE SOUTH 00° 23' 30" WEST FOR 1792.00 FEET, MORE OR LESS; RUN THENCE NORTH 90° 00' 00" EAST FOR 900.00 FEET, MORE OR LESS; RUN THENCE SOUTH 00° 23' 30" WEST FOR 600.00 FEET, MORE OR LESS; RUN THENCE NORTH 90° 00' 00" EAST FOR 440.00 FEET, MORE OR LESS; RUN THENCE

NORTH 00° 35' 43" EAST FOR 1984.00 FEET, MORE OR LESS; RUN THENCE SOUTH 87° 17' 41" WEST FOR 565.00 FEET, MORE OR LESS; RUN THENCE NORTH 02° 23' 56" WEST FOR 250.00 FEET, MORE OR LESS, TO THE SOUTH RIGHT-OF-WAY OF SAID TANNER WILLIAMS ROAD; RUN THENCE IN A NORTHEASTERLY- THENCE SOUTHEASTERLY DIRECTION ALONG THE SOUTH RIGHT-OF-WAY OF SAID TANNER WILLIAMS ROAD FOR 3127.00 FEET, MORE OR LESS, TO THE EAST LINE OF SECTION 10, TOWNSHIP 4 SOUTH, RANGE 3 WEST, MOBILE COUNTY, AL; RUN THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 10 FOR 329.00 FEET, MORE OR LESS; RUN THENCE SOUTH 69° 24' 46" EAST FOR 333.00 FEET, MORE OR LESS; RUN THENCE NORTH 12° 35'14" EAST FOR 338.00 FEET, MORE OR LESS, TO THE NORTH RIGHT-OF-WAY OF SAID TANNER WILLIAMS ROAD; RUN THENCE NORTH 64° 34' 06" WEST ALONG THE NORTH RIGHT-OF-WAY OF SAID TANNER WILLIAMS ROAD FOR 351.00 FEET, MORE OR LESS; RUN THENCE NORTH 00° 00' 00" WEST FOR 749.00 FEET, MORE OR LESS; RUN THENCE NORTH 90° 00' 00" EAST FOR 666.00 FEET, MORE OR LESS; RUN THENCE SOUTH 00° 00' 00" EAST FOR 1152.00 FEET, MORE OR LESS, TO THE SOUTH RIGHT-OF-WAY OF SAID TANNER WILLIAMS ROAD; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE SOUTH RIGHT-OF-WAY OF SAID TANNER WILLIAMS ROAD FOR 2153.00 FEET, MORE OR LESS, TO THE WEST PROPERTY LINE OF THE U.S. COAST GUARD AVIATION TRAINING CENTER; RUN THENCE SOUTH 00° 24' 30" WEST ALONG SAID WEST PROPERTY LINE FOR 1424.00 FEET, MORE OR LESS; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE SOUTH PROPERTY LINE OF THE SAID U.S. COAST GUARD AVIATION TRAINING CENTER FOR 6765.00 FEET, MORE OR LESS, TO THE EAST LINE OF SAID U.S. COAST GUARD AVIATION TRAINING CENTER PROPERTY; RUN THENCE IN A NORTHERLY DIRECTION ALONG SAID EAST LINE FOR 3954.00 FEET, MORE OR LESS, TO THE SOUTH RIGHT-OF-WAY OF SAID TANNER WILLIAMS ROAD; RUN THENCE NORTH 00° 26' 55" WEST FOR 1116.00 FEET, MORE OR LESS; RUN THENCE SOUTH 89° 48' 52" EAST FOR 1337.00 FEET, MORE OR LESS; RUN THENCE SOUTH 00 ° 26' 57" WEST FOR 3336 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF AIRWAY COMMERCIAL PARK AS RECORDED IN MAP BOOK 31 PAGE 97 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE SOUTH ALONG THE WEST LINE OF SAID AIRWAY COMMERCIAL PARK TO THE SOUTHWEST CORNER OF SAID SUBDIVISION, SAID POINT ALSO BEING THE NORTHWEST CORNER OF NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24,T4, SR3W; RUN THENCE SOUTH ALONG THE WEST LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 24 TO THE SOUTHWEST CORNER OF SAID NORTH HALF; RUN THENCE EAST ALONG THE SOUTH LINE OF SAID NORTH HALF TO THE SOUTHEAST CORNER OF SAID NORTH HALF; RUN THENCE NORTH ALONG THE EAST LINE OF SAID NORTH HALF TO A POINT ON THE NORTH LINE OF SECTION 24, T4, SR3W; RUN THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 24 TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24 T4SR3W; RUN THENCE SOUTH ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24 T4SR3W

TO THE SOUTHWEST CORNER OF SCHILLINGER PARK WEST AS RECORDED IN MAP BOOK 29 PAGE 116 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE EAST ALONG THE SOUTH LINE OF SAID SCHILLINGER PARK WEST A DISTANCE OF 315.0 FEET TO THE SOUTHEAST CORNER OF LOT 8, SCHILLINGER PARK WEST; THENCE RUN SOUTH A DISTANCE OF 160.0 FEET MORE OR LESS TO A POINT; THENCE RUN WEST 590.0 FEET MORE OR LESS TO A POINT; THENCE RUN SOUTH 603.09 FEET TO A POINT ON THE NORTHWEST CORNER OF A PARCEL CONVEYED AND RECORDED IN REAL PROPERTY BOOK 2430, PAGE 0442; THENCE CONTINUE SOUTH 620 FEET MORE OR LESS TO A POINT ON THE EAST-WEST HALF SECTION LINE OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 3 WEST; THENCE RUN NORTH 89° 52'30" WEST ALONG SAID HALF SECTION LINE A DISTANCE OF 500 FEET, MORE OR LESS, TO THE NORTHWARD PROJECTION OF THE WEST LINE OF LOT 1, L & T SUBDIVISION AS RECORDED IN MAP BOOK 66, PAGE 26; THENCE RUN SOUTH 00° 19' 38" WEST ALONG THE PROJECTED WEST LINE OF LOT 1, L & T SUBDIVISION A DISTANCE OF 308.64 FEET TO THE NORTHWEST CORNER OF LOT 1, L & T SUBDIVISION; THENCE CONTINUE SOUTH 00° 19' 38" WEST ALONG THE WEST LINE OF LOT 1 A DISTANCE OF 21.36 FEET TO THE NORTHEAST CORNER OF LOT 2, LLT AIRPORT SUBDIVISION AS RECORDED IN MAP BOOK 73, PAGE 103 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 89° 43' 56" WEST ALONG THE NORTH LINE AND NORTH LINE PROJECTED OF LLT AIRPORT SUBDIVISION A DISTANCE OF 659.33 FEET TO A POINT; THENCE SOUTH 00° 19' 38" WEST A DISTANCE OF 437.13 FEET TO THE NORTH RIGHT OF WAY LINE OF AIRPORT BOULEVARD; RUN THENCE SOUTHWARDLY TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF AIRPORT BLVD. SAID POINT ALSO BEING THE NORTHWEST CORNER PROPERTY RECORDED IN REAL PROPERTY BOOK 4560 PAGE 912 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; THENCE RUN SOUTHWARDLY AND THENCE EASTWARDLY ALONG SAID PROPERTY TO A POINT ON THE WESTWARDLY RIGHT OF WAY LINE OF DAWES ROAD; RUN THENCE SOUTHWESTWARDLY ALONG THE WEST RIGHT OF WAY LINE OF DAWES ROAD TO A POINT ON THE EASTERLY PROJECTION OF THE NORTH LINE OF WEST MINISTER ESTATES SUBDIVISION; RUN THENCE IN A NORTHWESTERLY DIRECTION ALONG THE NORTH LINE OF WEST MINISTER ESTATES AS RECORDED IN MAP BOOK 23, PAGE 86 IN THE OFFICE OF JUDGE OF PROBATE MOBILE, COUNTY, ALABAMA AND AN EASTERLY EXTENSION THEREOF FOR 2032.00 FEET, MORE OR LESS; RUN THENCE NORTH 04° 22' 03" EAST FOR 989.00 FEET, MORE OR LESS, TO THE NORTH RIGHT-OF-WAY OF SAID AIRPORT BOULEVARD; RUN THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE NORTH RIGHT-OF-WAY OF SAID AIRPORT BOULEVARD FOR 3738.00 FEET, MORE OR LESS; RUN THENCE NORTH 00° 00' 00" EAST FOR 470.00 FEET, MORE OR LESS; RUN THENCE NORTH 88° 40' 10" WEST FOR 230.00 FEET, MORE OR LESS; RUN THENCE SOUTH 00° 19' 36" WEST FOR 570.00 FEET, MORE OR LESS, TO THE NORTH RIGHT-OF-WAY OF SAID AIRPORT BOULEVARD; RUN THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE NORTH RIGHT-OF-WAY OF SAID AIRPORT BOULEVARD FOR 260.00 FEET, MORE OR LESS; RUN THENCE NORTH 00° 00' 00" EAST FOR 672.00 FEET, MORE OR LESS, TO THE SOUTH LINE OF

SECTION 23, TOWNSHIP 4 SOUTH, RANGE 3 WEST, MOBILE CO., AL; RUN THENCE SOUTH 90° 00' 00" WEST ALONG THE SOUTH LINE OF SAID SECTION 23 FOR 1400.00 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23, TOWNSHIP 4 SOUTH, RANGE 3 WEST, MOBILE CO., AL; RUN THENCE NORTH 00° 00' 00" WEST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER FOR 1350.00 FEET, MORE OR LESS TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23; RUN THENCE SOUTH 90° 00' 00" WEST FOR 3,400.00 FEET, MORE OR LESS; RUN THENCE SOUTH 00° 00' 00" EAST FOR 640.00 FEET, MORE OR LESS; RUN THENCE SOUTH 90° 00' 00" WEST FOR 700.00 FEET, MORE OR LESS TO THE EAST RIGHT-OF-WAY OF HALE ROAD; RUN THENCE NORTH 00° 00' 00" WEST FOR 3,500.00 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER F THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, OWNSHIP 4 SOUTH, RANGE 3 WEST, MOBILE CO., AL; RUN THENCE SOUTH 90° 0' 00" WEST ALONG THE SOUTH LINE OF SAID QUARTERQUARTER SECTION FOR 1305.00 FEET, MORE OR LESS TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 22; RUN THENCE SOUTH 00° 00' 00" EAST FOR 1300.00 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 22; RUN THENCE SOUTH 90° 00' 00" WEST ALONG THE SOUTH LINE OF SAID QUARTER SECTION FOR 1300.00 FEET, MORE OR LESS, TO THE EAST RIGHT-OF-WAY OF SNOW ROAD; RUN THENCE NORTH 00° 06' 54" WEST ALONG THE EAST RIGHT-OF-WAY OF SAID SNOW ROAD FOR 8,000 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

“M”

BEGINNING at the point of intersection of the east line Lot 7 Smithfield Unit 10 MB 42 P 111 and the south right-of-way line of Hitt Road; thence run southeastwardly along the south line of Hitt Road to the point of intersection with the present corporate limits of the City of Mobile; thence run southwardly along said corporate limits to the point of intersection with the eastward projection of the south line a common area (labeled detention area) shown on plat of Windmill Place Phase One MB 60 P 69; thence run westwardly along the south line of said common area to the east line of Smithfield Drive East; thence run northwardly along the east line of said Smithfield Drive East to the east projection of the north line of Lot 25 Smithfield Unit 1 MB 29 P 59; thence run west along said north line to northeast corner of said Lot 25; thence run westwardly then northwestwardly along the south line of said Windmill Place Unit 1 to the southwest corner of said Windmill Place Unit 1; thence run northwardly along the west line of said Windmill Place Unit 1 to the northeast corner of Lot 35 Smithfield Place Unit 3 MB 37 P 34; thence run westwardly along the north line of said Lot 35 to the southeast corner of Lot 10 Smithfield Unit 10 MB 42 P 111; thence run northeastwardly along the east line of said Smithfield Unit 10 to the south line of Hitt Road and the POINT OF BEGINNING.

“N”

(That property known as The Greater Gulf State Fairgrounds that was annexed into the City of Mobile pursuant to ordinance number 02-016 which was adopted March 3, 2015. Said property to be shown as Parcels A, B, C, D, E and F of The Greater Gulf State Fairgrounds, at the intersection of Cody Road and Zeigler Boulevard as follows):

Parcel A:

That parcel of land being bounded by a line described as follows: From the northeast corner of the southeast quarter of the southeast quarter of Section 7, Township 4 south, Range 2 west, run north 89 degrees 36 minutes west a distance of 40.0 feet to a point at the west right way line of Cody Road; then north 00 degrees 03 minutes east along the said west right of way line a distance of 699.3 feet to a point; then north 89 degrees 38 minutes west a distance of 60.0 feet to a point that is on the proposed west right away line of Cody Road and the point of beginning of the property herein described, then continuing north 89 degrees 38 minutes west along an old fence line a distance of 427.0 feet to a point, then north 00 degrees 75 minutes west a distance 627.65 feet to a point on the north line of the southeast quarter of the said section 7, then north 89 degrees 48 minutes west along said north line a distance of 2275.9 feet for a point the west line of said southeast quarter, then south 00 degrees 03 minutes west along said west line 1235.0 feet to a point on the north right of way line of the proposed Zeigler Boulevard Connection Road, then south 89 degrees 56 minutes east alongside north line 2609.9 feet to a point of curve of said right-of-way line forming the intersection with the proposed right-of-way of the Cody Road, said curve having a central angle of 90 degrees 81 minutes and radius of 96.0 feet, then northeast along said curve 150.80 feet to P.T. of said curve, then north 08 degrees 03 minutes east along proposed west right of way line of said Cody Road a distance of 104.3 feet to the point of the beginning. All according to the survey by Tarlton D. Powers & Associated dated March 11, 1970 and revised April 1, 1970

Parcel B:

Commencing at the northeast corner of the northeast quarter of the southeast quarter of Section 7, Township 4 south Range 2 west, and running hence west along the north line of said quarter, 40 feet to a point on the west right of way line of Cody Road as now located, then continue running west along said north line of the northwest quarter of the southeast quarter, 490 feet more or less, to a point, then run south 276 feet more or less, then run east 490 feet more or less to a point on the west right of way line of Cody Road; run then north along the said west right of way 278 feet more or less, to the point of beginning.

Parcel C:

Commencing at the southwest corner of the southeast quarter of Section 7, Township 4 south, Range 2 west, Mobile County, Alabama, run north 00 degrees 17 minutes 38 seconds west along the west line of said southeast quarter of Section 7, a distance of 1730.07 feet to the northwest corner of the southwest quarter of said southeast quarter

of section 7, then along the north line of said southwest quarter of the southeast quarter of Section 7, run north 09 degrees 56 minutes east 310.0 feet to the point of the beginning of the property here as described, then continuing north 89 degrees 56 minutes east run 661.04 feet to a point on the north right of way line of Zeigler Boulevard, said point being on the arc of 915.19 foot radius curve concave southeastwardly, then run southwestwardly along arc of said curve and said north line of Zeigler Boulevard 622.96 feet to a point, then run north 44 degrees 79 minutes 28 seconds west 150.0 feet to a point, then run north 15 degrees 55 minutes 09 seconds west 284.58 feet to the point of the beginning.

Parcel D:

From the northeast corner of southeast quarter of Section 7. Township 4 south, Range 2 west, Mobile County, Alabama, run north 89 degrees 36 minutes west a distance of 40 feet to a point on the western right-of-way lines of Cody Road, as such a road is now located; then the north 00 degrees for 03 minutes east along said western right of way of Cody Road a distance of 699.1 feet to the point of the beginning, then run north 89 degrees 38 minutes west a distance of 483.0 feet to a pole; hence run north 00 degrees, 35 minutes west distance 353 feet to a point, then run south 89 degrees east a distance of 275 feet, then run south 80 degrees 01 minutes west 38 minutes east a distance of 208 feet to a point, then run south 89 degrees 38 minutes east a distance of 208 feet to a point on the western right way line of Cody Road, which point bears north 00 degrees along the western right of way to said Cody Road a distance of 145 feet to the point of beginning.

Parcel E:

From the northeast corner of the southeast quarter of the southeast quarter of Section 7, Township 4 south, Range 2 west, Mobile County, Alabama, run north 89 degrees 56 minutes west a distance of 40 feet to a point on the western right-of-way line of Cody Road, as such road is now located, hen run north 00 degrees 03 minutes east alongside western Right of way of Cody Road a distance of 440 feet to the point of beginning, then run north 89 degrees 38 minutes west a distance of 288 feet to a point, then run north 00 degrees 00 minutes for a distance of 208 feet to a point, then run south 89 degree 38 minutes east a distance of 208 feet to a point of the point of the beginning, then run south 60 degrees 83 minutes west along the western right of the way of said Cody Road a distance of 208 feet to the point of the beginning.

Parcel F:

Commencing at the southwest corner of the southeast quarter of Section 7, Township 4 south Range 2 west, Mobile County, Alabama, run north 00 degrees 85 minutes 00 seconds west along the west line of said southwest quarter 1338.42 feet to a point on the greater line of the abandoned right of way for Zeigler Boulevard, said point being the point of beginning of the property herein described, then continuing north 00 degrees 05 minutes west alongside west line at the southeast quarter run 100 feet to the point on the

north of said abandoned right of way for Zeigler Boulevard, then alongside north Line run north 89 degrees 36 minutes east 1476,69 feet to a point, then run south 08 degrees 84 minutes east 100 feet to a point on the centerline of said abandoned right-of-way for Zeigler Boulevard run south 89 degrees 56 minutes west 146.66 feet to the point of the beginning.

“O”

AREA A
BEGINNING AT A POINT ON THE EASTERLY PROJECTION OF THE NORTH RIGHT OF WAY LINE OF ZEIGLER BOULEVARD AND THE WEST LINE SECTION 8 T4S R2W SAID POINT ALSO LYING ALONG THE PRESENT WEST CORPORATE LIMITS OF THE CITY OF MOBILE; RUN THENCE WEST ALONG THE PROJECTED NORTH LINE AND ALONG THE NORTH RIGHT OF WAY LINE OF ZEIGLER BLVD TO A POINT ON THE NORTH LINE OF AN ABANDONED RIGHT OF WAY FOR ZEIGLER BOULEVARD; RUN THENCE SOUTH 100 FEET MORE OR LESS TO A POINT ON THE CENTERLINE OF SAID ABANDONED RIGHT OF WAY, SAID POINT ALSO LYING ALONG THE PRESENT NORTH RIGHT OF WAY LINE OF ZEIGLER BLVD; RUN THENCE SOUTHWESTWARDLY ALONG THE NORTHERLY RIGHT OF WAY LINE OF ZEIGLER BLVD. TO SOUTHEAST CORNER OF CODY ZEIGLER SUBDIVISION REVISED PLAT AS RECORDED IN MAP BOOK 68 PAGE 62 IN THE OFFICE OF JUDGE OF PROBATE, MOBILE COUNTY ALABAMA; RUN THENCE NORTHWARDLY ALONG THE EAST LINE OF SAID SUBDIVISION TO A POINT ON THE CENTERLINE OF SAID ABANDONED RIGHT OF WAY FOR ZEIGLER BLVD; RUN THENCE WEST ALONG SAID CENTERLINE TO POINT ON THE WEST LINE OF SOUTHEAST QUARTER OF SECTION 7 T4S R2W; RUN THENCE SOUTH ALONG SAID WEST LINE TO THE POINT OF INTERSECTION WITH THE NORTH LINE OF ZEIGLER BLVD; RUN THENCE WEST ALONG THE NORTH RIGHT OF WAY LINE OF ZEIGLER BLVD TO THE SOUTHEAST CORNER OF ZEIGLER CORNERS RESUBDIVISION OF LOT A OF RESUBDIVISION OF LOT 1 AS RECORDED IN MAP BOOK 84 PAGE 95 IN THE OFFICE OF JUDGE OF PROBATE, MOBILE COUNTY ALABAMA; RUN THENCE NORTH ALONG THE EAST LINE OF SAID ZEIGLER CORNERS TO THE NORTHEAST CORNER OF LOT C, ZEIGLER CORNERS RESUBDIVISION OF LOT 1 AS RECORDED IN MAP BOOK 77 PAGE 68 IN THE OFFICE OF JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; RUN THENCE WEST ALONG THE NORTH LINE OF SAID SUBDIVISION AND THE WESTERLY PROJECTION TO A POINT ON THE WEST RIGHT OF WAY LINE OF SCHILLINGER ROAD NORTH; RUN THENCE SOUTH ALONG THE WEST LINE OF SAID SCHILLINGER ROAD NORTH TO THE SOUTHEAST CORNER OF LOT I D. E. COMMERCIAL PLACE AS RECORDED IN MAP BOOK 90 PAGE 108 IN THE OFFICE OF JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; RUN THENCE WEST ALONG THE SOUTH LINE OF SAID D. E. COMMERCIAL PLACE AND THE PROJECTION TO A POINT ON THE WEST LINE OF SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12 T4S R3W; RUN THENCE SOUTH ALONG SAID WEST LINE AND ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 13 T4S R3W TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF

SECTION 13 T4S R3W; RUN THENCE EAST ALONG THE SOUTH LINE OF SAID EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 13 TO THE NORTHEAST CORNER OF LARRY AND BRADLEY WARD SUBDIVISIION AS RECORDED IN MAP BOOK 83 PAGE 113 IN THE OFFICE OF JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; RUN THENCE SOUTH ALONG THE EAST LINE OF SAID SUBDIVISION TO THE NORTH RIGHT OF WAY LINE OF TANNER WILLIAMS ROAD; RUN THENCE NORTHWESTWARDLY ALONG SAID NORTH RIGHT OF WAY LINE OF TANNER WILLIAMS ROAD TO A POINT OF INTERSECTION WITH THE NORTHERLY PROJECTION OF THE WEST LINE OF TANNER WILLIAMS BUSINESS PARK AS RECORDED IN MAP BOOK 97 PAGE 90 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY ALABAMA; RUN THENCE SOUTH ALONG SAID PROJECTION AND ALONG THE WEST LINE OF SAID TANNER WILLIAMS BUSINESS PARK TO A POINT ON THE NORTH LINE OF SOUTH HALF OF SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, T4SR3W; RUN THENCE WEST ALONG SAID NORTH LINE TO THE NORTHWEST CORNER OF AIRWAY COMMERCIAL PARK AS RECORDED IN MAP BOOK 31 PAGE 97 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALLABAMA; RUN THENCE SOUTH ALONG THE WEST LINE OF SAID AIRWAY COMMERCIAL PARK TO THE SOUTHWEST CORNER OF SAID SUBDIVISION, SAID POINT ALSO BEING THE NORTHWEST CORNER OF NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24 T4SR3W; RUN THENCE SOUTH ALONG THE WEST LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 24 TO THE SOUTHWEST CORNER OF SAID NORTH HALF; RUN THENCE EAST ALONG THE SOUTH LINE OF SAID NORTH HALF TO THE SOUTHEAST CORNER OF SAID NORTH HALF; RUN THENCE NORTH ALONG THE EAST LINE OF SAID NORTH HALF TO A POINT ON THE NORTH LINE OF SECTION 24 T4SR3W; RUN THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 24 TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24 T4SR3W; RUN THENCE SOUTH ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24 T4SR3W TO THE SOUTHWEST CORNER OF SCHILLINGER PARK WEST AS RECORDED IN MAP BOOK 29 PAGE 116 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE EAST ALONG THE SOUTH LINE OF SAID SCHILLINGER PARK WEST A DISTANCE OF 315.0 FEET TO THE SOUTHEAST CORNER OF LOT 8, SCHILLINGER PARK WEST; THENCE RUN SOUTH A DISTANCE OF 160.0 FEET MORE OR LESS TO A POINT; THENCE RUN WEST 590.0 FEET MORE OR LESS TO A POINT; THENCE RUN SOUTH 603.09 FEET TO A POINT ON THE NORTHWEST CORNER OF A PARCEL CONVEYED AND RECORDED IN REAL PROPERTY BOOK 2430, PAGE 0442; THENCE CONTINUE SOUTH 620 FEET MORE OR LESS TO A POINT ON THE EAST-WEST HALF SECTION LINE OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 3 WEST; THENCE RUN NORTH 89º 52’30” WEST ALONG SAID HALF SECTION LINE A DISTANCE OF 500 FEET, MORE OR LESS, TO THE NORTHWARD PROJECTION OF THE WEST LINE OF LOT 1, L & T SUBDIVISION AS RECORDED IN MAP BOOK 66, PAGE 26; THENCE RUN SOUTH 00º 19’ 38” WEST ALONG THE PROJECTED WEST LINE OF LOT 1, L & T SUBDIVISION A DISTANCE

OF 308.64 FEET TO THE NORTHWEST CORNER OF LOT 1, L & T SUBDIVISION; THENCE CONTINUE SOUTH 00º 19’ 38” WEST ALONG THE WEST LINE OF LOT 1 A DISTANCE OF 21.36 FEET TO THE NORTHEAST CORNER OF LOT 2, LLT AIRPORT SUBDIVISION AS RECORDED IN MAP BOOK 73, PAGE 103 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 89º 43’ 56” WEST ALONG THE NORTH LINE AND NORTH LINE PROJECTED OF LLT AIRPORT SUBDIVISION A DISTANCE OF 659.33 FEET TO A POINT; THENCE SOUTH 00º 19’ 38” WEST A DISTANCE OF 437.13 FEET TO THE NORTH RIGHT OF WAY LINE OF AIRPORT BOULEVARD; RUN THENCE SOUTHWARDLY TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF AIRPORT BLVD. SAID POINT ALSO BEING THE NORTHWEST CORNER PROPERTY RECORDED IN REAL PROPERTY BOOK 4560 PAGE 912 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; THENCE RUN SOUTHWARDLY AND THENCE EASTWARDLY ALONG SAID PROPERTY TO A POINT ON THE WESTWARDLY RIGHT OF WAY LINE OF DAWES ROAD; RUN THENCE SOUTHWESTWARDLY ALONG THE WEST RIGHT OF WAY LINE OF DAWES ROAD TO THE POINT ON THE WESTERLY PROJECTION OF THE SOUTH RIGHT OF WAY LINE OF OLD GOVERNMENT STREET ROAD; RUN THENCE EAST ALONG THE PROJECTED RIGHT OF WAY AND ALONG THE RIGHT OF WAY OF OLD GOVERNMENT STREET ROAD TO THE EAST LINE OF KIMBERLIN SUBDIVISION AS RECORDED IN MAPBOOK 13 PAGE 103 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE SOUTH ALONG THE EAST LINE OF SAID KIMBERLIN SUBDIVISION TO THE SOUTHWEST CORNER OF SOUTH SCHILLINGER COMMERCIAL PARK AS RECORDED IN MAP BOOK 79 PAGE 50 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE EAST ALONG THE SOUTH LINE OF SAID SOUTH SCHILLINGER COMMERCIAL PARK TO A POINT ON WEST RIGHT OF WAY LINE OF SCHILLINGER ROAD SOUTH; RUN THENCE EASTWARDLY TO THE POINT OF INTERSECTION WITH THE EAST RIGHT OF WAY OF SCHILLINGER ROAD SOUTH AND THE SOUTH RIGHT OF WAY LINE OF HITT ROAD; RUN THENCE EAST ALONG THE SOUTH RIGHT OF WAY LINE OF HITT ROAD TO A POINT ON THE SOUTH PROJECTION OF THE WEST LINE OF PROPERTY CONVEYED TO CITY OF MOBILE AND RECORDED IN REAL PROPERTY BOOK 5721 PAGE 1518 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE NORTHWARDLY ALONG SAID PROJECTION AND ALONG SAID WEST LINE TO A POINT ON THE SOUTH LINE OF PROPERTY CONVEYED TO THE CITY OF MOBILE AND RECORDED IN REAL PROPERTY BOOK 6200 PAGE 161 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE WEST TO SOUTHWEST CORNER OF SAID PROPERTY; RUN THENCE NORTH THENCE EAST THENCE NORTH ALONG WEST LINE OF SAID PROPERTY TO THE NORTHWEST CORNER OF SAID PROPERTY, SAID POINT ALSO LYING ALONG THE NORTH LINE OF SECTION 24 T4SR3W; RUN THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 24 TO THE SOUTHWEST CORNER OF PROPERTY RECORDED IN REAL PROPERTY BOOK 887 PAGE 534 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; THENCE RUN NORTH ALONG THE WEST SIDE OF SAID PROPERTY TO THE SOUTH RIGHT OF WAY OF OLD GOVERNMENT STREET ROAD; THENCE RUN NORTHWESTWARDLY TO THE SOUTHEAST CORNER OF AIRPORT ACRES NO. 1

AS RECORDED IN MAP BOOK 4 PAGE 39 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE NORTHWARDLY ALONG THE EAST LINE OF SAID AIRPORT ACRES TO THE NORTHEAST CORNER; RUN THENCE WESTWARDLY ALONG THE NORTH LINE OF SAID AIRPORT ACRES TO THE EAST LINE OF TYLER RIDGE SUBDIVISION AS RECORDED IN MAP BOOK 113 PAGE 50 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE NORTHWARDLY ALONG THE EAST LINE OF SAID TYLER RIDGE SUBDIVISION TO THE SOUTH WEST CORNER OF MILL CREEK SUBDIVISION AS RECORDED IN MAP BOOK 90 PAGE 118 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE EAST ALONG THE SOUTH LINE OF SAID MILL CREEK SUBDIVISION TO THE SOUTHWEST CORNER OF WESTOVER SUBDIVISION UNIT 4 AS RECORDED IN MAP BOOK 66 PAGE 23 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE NORTHWARDLY THENCE NORTHEASTWARDLY THENCE NORTHWARDLY ALONG THE WEST LINE OF SAID WESTOVER SUBDIVISION TO THE SOUTHWEST CORNER OF PORTSIDE BUSINESS CENTER RESUBDIVISION OF LOTS 27, 28, & 29 AS RECORDED IN MAP BOOK 59 PAGE 106 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE EAST ALONG THE SOUTH LINE OF SAID PORTSIDE BUSINESS CENTER RESUBDIVISION TO A POINT ON THE WEST SIDE OF PORTSIDE BLVD.; RUN THENCE NORTHEASTWARDLY TO THE SOUTHWEST CORNER OF PORTSIDE BUSINESS CENTER AS RECORDED IN MAP BOOK 54 PAGE 43 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE EAST ALONG SOUTH LINE OF SAID PORTSIDE BUSINESS CENTER TO THE NORTHEAST CORNER OF SAID WESTOVER SUBDIVISION UNIT 4; RUN THENCE SOUTH ALONG THE EAST LINE OF SAID WESTOVER UNIT 4 TO THE NORTH LINE OF WESTOVER UNIT 2 AS RECORDED IN MAP BOOK 63 PAGE 111 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE EAST ALONG THE NORTH LINE OF SAID WESTOVER SUBD. UNIT 2 TO THE NORTHEAST CORNER OF SAID UNIT 2; RUN THENCE SOUTH ALONG THE EAST LINE OF SAID UNIT 2 TO THE NORTHWEST CORNER OF LOT 6 BLOCK 8 HIGHLAND PARK SUBDIVISION AS RECORDED IN MAP BOOK 4 PAGE 380 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE EAST ALONG THE NORTH LINE OF SAID LOT 6 AND THE PROJECTION THEREOF TO A POINT ON THE EAST LINE OF LAKEVIEW DRIVE; RUN THENCE NORTH ALONG THE EAST SIDE OF LAKEVIEW DRIVE TO THE NORTHWESTWARDLY CORNER OF LOT B RESUBDIVISION OF LOTS 42 & 43 BLOCK 5 HIGHLAND PARK SUBDIVISION AS RECORDED IN MAP BOOK 99 PAGE 76 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE NORTHEASTWARDLY AND THEN EASTWARDLY ALONG THE NORTHERLY LINE OF SAID LOT B TO THE NORTHEAST CORNER OF SAID LOT B; RUN THENCE SOUTH ALONG THE EAST LINE OF SAID LOT B TO THE NORTHWEST CORNER OF LOT 2 BLOCK 5 HIGHLAND PARK AS RECORDED IN MAP BOOK 4 PAGE 380-381 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2 TO A POINT ON THE WEST RIGHT OF WAY LINE OF PARK AVENUE SOUTH; RUN THENCE EASTWARDLY TO A POINT ON THE EAST LINE OF PARK AVENUE SOUTH, SAID POINT BEING THE NORTHWEST CORNER OF THE

SOUTH 100 FEET OF LOT 7 BLOCK 6 HIGHLAND PARK; RUN THENCE EAST ALONG NORTH LINE OF SAID SOUTH 100 FEET OF LOT 7 TO A POINT ON THE WEST LINE OF LOT 3 BLOCK 6 OF SAID HIGHLAND PARK; RUN THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 3 TO A POINT ON THE NORTH LINE OF LOT 8 BLOCK 6 OF SAID HIGHLAND PARK; RUN THENCE EAST ALONG THE NORTH LINE OF SAID LOT 8 A DISTANCE OF 35 FEET MORE OR LESS TO A POINT; RUN THENCE SOUTH TO A POINT ON THE NORTH LINE OF LOT 9 BLOCK 6 OF SAID HIGHLAND PARK SUBDIVISION; RUN THENCE EAST ALONG THE NORTH LINE OF SAID LOT 9 AND LOT 41 BLOCK 6 OF SAID HIGHLAND PARK AND THE PROJECTION THEREOF TO A POINT ON THE WEST LINE OF SECTION 20 T4SR2W, SAID POINT ALSO LYING ALONG THE PRESENT CORPORATE LIMITS OF THE CITY OF MOBILE; RUN THENCE NORTHWARDLY ALONG THE PRESENT CORPORATE LIMITS OF THE CITY OF MOBILE TO THE EASTERLY PROJECTED NORTH RIGHT OF WAY LINE OF ZEIGLER BLVD. AND THE POINT OF BEGINNING. LESS AND EXCEPT THE FOLLOWING AREA AS SHOWN BELOW AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AREA EXCEPTED:

BEGINNING AT THE SOUTHEAST CORNER OF ALVERSON COMMERCIAL PARK AS RECORDED IN MAP BOOK 111, PAGE 29 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE WESTWARDLY ALONG THE SOUTH LINE OF SAID SUBDIVISON TO THE SOUTHWEST CORNER OF SAID SUBDIVISION;RUN THENCE NORTHWARDLY ALONG THE WEST LINE OF SAID SUBDIVISION AND ALSO ALONG THE EAST LINE OF ALVERSON ROAD SOUTH TO THE NORTHWEST CORNER OF SAID SUBDIVISION; RUN THENCE WESTWARDLY 60 FEET MORE OR LESS TO THE NORTHEAST CORNER OF LOT 3, LOWES SUBDIVISION AS RECORDED IN MAP BOOK 89, PAGE 44 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; THENCE CONTINUE WESTWARDLY ALONG THE NORTH LINE OF SAID SUBDIVISION A DISTANCE OF 451.6 FEET MORE OR LESS TO A POINT; RUN THENCE NORTHWARDLY AND PARALLEL WITH ALVERSON ROAD SOUTH TO A POINT ON THE NORTH RIGHT OF WAY LINE OF HIGHLAND AVENUE; RUN THENCE EASTWARDLY ALONG THE NORTH RIGHT OF WAY LINE OF HIGHLAND AVENUE TO A POINT ON THE WEST RIGHT OF WAY LINE OF ALVERSON ROAD NORTH; RUN THENCE NORTHEASTWARDLY ALONG THE WESTERLY RIGHT OF WAY LINE OF ALVERSON ROAD NORTH TO THE POINT OF INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF MONK AVENUE; RUN THENCE EASTWARDLY ALONG THE SOUTH RIGHT OF WAY LINE OF MONK AVENUE TO THE POINT OF INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD; RUN THENCE EASTWARDLY ALONG THE SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD TO THE POINT OF INTERSECTION WITH THE PROJECTED WEST LINE OF BERDIE BROADUS SUBDIVISION AS RECORDED IN MAP BOOK 89, PAGE 59 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE SOUTHWARDLY ALONG THE WEST LINE PROJECTED AND CONTINUING ALONG SAID WEST LINE TO THE SOUTHWEST CORNER OF LOT 2 OF SAID BERDIE BROADUS SUBDIVISION; RUN THENCE EASTWARDLY

ALONG THE SOUTH LINE OF SAID LOT 2 TO THE WEST LINE OF THE PRESENT CORPORATE LIMITS OF THE CITY OF MOBILE; RUN THENCE SOUTHWARDLY ALONG SAID CORPORATE LIMITS TO THE SOUTHEAST CORNER OF SECTION 18 T4S R2W; RUN THENCE WESTWARDLY ALONG THE SOUTH LINE OF SAID SECTION 18 TO THE NORTHWEST CORNER OF THE EAST 130 FEET LOT 30 HIGHLAND PARK EXT #2 AS RECORDED IN MAP BOOK 5 PGS 233-234 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA;RUN THENCE SOUTHWARDLY ALONG THE WEST LINE OF SAID EAST 130 FEET AND THE PROJECTION THEREOF TO THE SOUTH LINE OF CEDAR STREET; RUN THENCE EASTWARDLY ALONG THE SOUTH LINE OF CEDAR STREET TO THE NORTHWEST CORNER OF THE EAST 94 FEET OF LOT 31, OF SAID HIGHLAND PARK EXT #2; RUN THENCE SOUTHWARDLY ALONG THE WEST LINE OF SAID EAST 94 FEET OF LOT 31 TO THE POINT OF INTERSECTION WITH THE NORTH LINE OF LOT 32 OF SAID HIGHLAND PARK EXT # 2; RUN THENCE WESTWARDLY ALONG THE NORTH LINE OF SAID LOT 32 TO THE NORTHWEST CORNER OF SAID LOT 32; RUN THENCE SOUTHWARDLY ALONG THE WEST LINE OF SAID LOT 32 AND ALONG THE WEST LINE OF LOT 33 TO THE POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF DICKENS FERRY ROAD; RUN THENCE WESTWARDLY ALONG THE NORTH RIGHT OF WAY LINE OF DICKENS FERRY ROAD TO THE SOUTHWEST CORNER OF LOT 8 OF SAID HIGHLAND PARK EXT #2; RUN THENCE NORTHWARDLY ALONG THE WEST LINE OF SAID LOT 8 A DISTANCE OF 161.4 FEET MORE OR LESS TO A POINT; RUN THENCE WESTWARDLY 170 FEET MORE OR LESS TO A POINT ON THE EAST RIGHT OF WAY LINE OF BORDER CIRCLE EAST; RUN THENCE WESTWARDLY 50 FEET MORE OR LESS TO THE SOUTH EAST CORNER OF LOT 4, BLOCK 3, W.H. JOWERS TRACT AS RECORDED IN MAP BOOK 4, PAGE 614-615 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE WESTWARDLY ALONG THE SOUTH LINE OF LOT 4 AND ALONG THE SOUTH LINE LOT 9 OF SAID SUBDIVISION AND THE PROJECTION THEREOF TO A POINT ON THE WEST RIGHT OF WAY LINE CENTER STREET, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 5 OF SAID JOWERS TRACT; RUN THENCE SOUTHWARDLY ALONG THE WEST RIGHT OF WAY LINE OF CENTER STREET TO THE SOUTHEAST CORNER OF LOT 4 OF SAID JOWERS TRACT; RUN THENCE WESTWARDLY ALONG THE SOUTH LINE OF SAID LOT 4 TO A POINT ON THE WEST LINE OF LOT 3 OF SAID SUBDIVISION;RUN THENCE SOUTHWARDLY ALONG THE WEST LINE OF SAID LOT 3 100 FEET MORE OR LESS TO A POINT; RUN THENCE SOUTH 83°09’11”WEST A DISTANCE OF 252.45 FEET MORE OR LESS TO THE POINT OF INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF BORDER CIRCLE WEST; RUN THENCE SOUTHWESTWARDLY A DISTANCE OF 58 FEET MORE OR LESS TO A POINT ON THE WEST RIGHT OF WAY LINE OF BORDER CIRCLE WEST SAID POINT BEING THE SOUTHEAST CORNER OF THE NORTH 80 FEET OF LOT 1 BLOCK 1 OF SAID W.H. JOWERS TRACT; RUN THENCE WESTWARDLY ALONG THE SOUTH LINE OF THE SAID NORTH 80 FEET TO THE EAST LINE OF LOT 2 OF SAID SUBDIVISION; RUN THENCE NORTHWARDLY ALONG THE EAST LINE OF SAID LOT 2 TO THE SOUTH LINE OF LOT 3 OF SAID SUBDIVISION; RUN THENCE WESTWARDLY ALONG THE SOUTH LINE OF LOT 3 TO THE SOUTHWEST CORNER OF SAID LOT 3; RUN THENCE

NORTHWARDLY ALONG THE WEST LINE OF SAID LOT 3 AND CONTINUING ALONG THE WEST LINE OF LOT B RESUB OF LOT 4 BLOCK 1 W.H. JOWERS AS RECORDED IN MAP BOOK 88 PAGE 100 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA TO THE SOUTHEAST CORNER OF LOT 6 BLOCK 1 W.H. JOWERS TRACT AS RECORDED IN MAP BOOK 4, PAGE 614-615; RUN THENCE WESTWARDLY ALONG THE SOUTH LINE OF SAID LOT 6 TO NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19 T4S R2W; RUN THENCE WEST ALONG THE NORTH LINE OF SAID SOUTH HALF TO THE NORTHWEST CORNER OF SAID SOUTH HALF; RUN THENCE SOUTH ALONG THE WEST LINE OF SAID SOUTH HALF TO THE SOUTHEAST CORNER OF ALVERSON COMMERCIAL PARK SUBDIVISION AS RECORDED IN MAP 111 PAGE 29 AND THE POINT OF BEGINNING.

“P”

LESS AND EXCEPT THAT PORTION OF PROPERTY THAT WAS DE-ANNEXED IN 2015 AS PER RESOLUTION 02-219 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE RUN EASTWARDLY ALONG THE NORTH LINE OF SECTION 19, A DISTANCE OF 76.00 FEET TO THE NORTHWEST CORNER OF THE W. H. JOWERS TRACT AS PER PLAT RECORDED IN MAP BOOK 4, PAGES 614-615, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE RUN 500°17'00"E, ALONG THE WEST LINE OF SAID W. H. JOWERS TRACT, 894.94 FEET TO THE POINT OF BEGINNING; THENCE RUN N89° 10'34"E, 108.27 FEET TO A POINT; THENCE RUN S00°38'09"E, 79.88 FEET TO A POINT; THENCE RUN S89°09'51"W, 108.77 FEET TO A POINT; THENCE RUN N00°17'00"W, 79.90 FEET TO THE POINT OF BEGINNING, CONTAINING 0.20 ACRE.

“Q”

All of that real property, including all forty-three (43) lots, common areas, detention areas, rights-of-way and streets as described in and made a part of the Darby Creek Subdivision Plat recorded at Map Book 67, Page 71 in the records of the Judge of Probate of Mobile County.

“R”

That property known as 3865 Remington Court, Mobile, Alabama 36618 Parcel number 2304202000004.010, that was annexed into the city of Mobile pursuant to ordinance number 83-021 which was adopted March 12, 2024. Said property to be shown as Lot 24 Remington Subdivision, according to map or plat thereof as recorded in map book 46,

page 122 of the public records in the office of the judge of Probate of Mobile County, Alabama.

“S”

That property known as 4589 Hermitage Ave. Mobile, Alabama 36619, Parcel number 23305223000022.000 and 5344 Highway 90 W. Mobile, Alabama 36619, Parcel number 23305223000021.001, that was annexed into the city of Mobile pursuant to ordinance number 83-049 which was adopted September 24, 2024. Said property to be shown as The western portion of lots 6 & 7, block 1, Suburban Gardens, as recorded in map book 5, pages 295-300 of the public records in the office of the judge of Probate, Mobile County, Alabama and the western portion of lot 1, resubdivision of lot 8 and a portion of lot 9, Block 1, Suburban Gardens, as recorded in map book 113, page 77 of the public records in the office of the judge of Probate, Mobile County, Alabama;

More particularly described as follows:

Beginning at a capped rebar (Poly) at the southwest corner of lot 1, resubdivision of lot 8 and a portion of lot 9, Block 1, Suburban Gardens, as recorded in map book 113, page 77 of the records in the office of the judge of probate, Mobile County, Alabama; thence run north 89°-56'-02" east along the south line of said lot 1 a distance of 177.47 feet to a capped rebar (Poly) at the northwest corner of lot 2 of said resubdivision of lot 8 and a portion of lot 9, Block 1, Suburban Gardens; thence run north 00°-58'-21" east a distance of 299.53 feet to the north line of lot 6, Block 1, Suburban Gardens, as recorded in map book 5, pages 295-300 of the records in the office of the judge of probate, Mobile County, Alabama; thence run south 89°-55'-3311 west along the north line of said lot 6 a distance of 126.31 feet to a 60d nail in a root; thence run south 89°-55'-49" west along the north line of said lot 6 a distance of 199.76 feet to a 1" open top pipe at the northwest corner of said lot 6; thence run south 00°-05'-56" east along the east right-of-way line of Hermitage Avenue (50' r/w) and along the west line of said lot 6 and along the west line of lot 7, Block 1 of said Suburban Gardens a distance of 199.86 feet to a capped rebar (Poly) at the southwest corner of said lot 7; thence run north 89°-53'-32" east along the south line of said lot 7 a distance of 143.23 feet to a capped rebar (Poly) at the northwest corner of said lot 1; thence run south 00°-02'-00" west along the west line of said lot 1 a distance of 99.68 feet to the point of beginning. The described parcel contains 1.90 acres, more or less.

SECTION 2: Pursuant to the provisions of Act No. 18, General Acts of Alabama, 1956, Second Special Session, Page 279, and for the purpose of paying the expenses of the City Government, the Council of the City of Mobile does hereby lay, levy and assess for the municipal tax year beginning October 1, 2019, and for successive tax years, ad valorem taxes, on all real and personal property and intangibles situated in the following described areas within the corporate limits of the City of Mobile, which areas are being furnished the services set out in the aforesaid Act of the Legislature during the year for which this ad valorem tax is being levied, and which may be subjected to the municipal ad valorem taxes under the Constitution and Laws of the State of Alabama, viz.:

Beginning at the southwest corner of Section 5, Township 4 south, Range 2 west, thence run northward along the west line of Section 5, to the northwest corner of Section 5 and the southwest corner of Section 32, Township 3 south, Range 2 west; thence continue northward along the west line of Section 32 to the northwest corner of Section 32; thence run eastward along the north line of Sections 32, 33, 34, 35, and 36 to the northwest corner of the northeast quarter of the northeast quarter of Section 36; thence run southward along the north-south centerline of the northeast quarter of Section 36 to the east-west half-section line of Section 36; thence run eastward along the east-west half-section line to the east line of Section 36; thence run southeastwardly, northeastwardly, and southeastwardly along the existing corporate limits line of the City of Mobile to its intersection with the west line of Interstate 65; thence run southwestwardly along the west line of Interstate 65 to the north line of Section 6, Township 4 south, Range 1 west; thence run westward along the north line of Section 6, Township 4 south, Range 1 west and Section 1, Township 4 south, Range 2 west to the north-south one-half section line of said Section 1; run thence southwardly along the north-south one-half section line of said Section 1 to a point on the south line of said Section 1; run thence eastwardly along the south line of said Section 1 to the range line between Range 1 west and Range 2 west; run thence southwardly along the range line between Range 1 west and Range 2 west to the north bank of Bolton's Branch; run thence southwardly and eastwardly along the meanderings of the north bank of Bolton's Branch to the west bank of Dog River; run thence southwardly along the west bank of Dog River to the north right-of-way line of the Louisville and Nashville Railroad; run thence northeastwardly along the north right-of-way line of said railroad to a point on the township line between Township 4 south and Township 5 south; run thence eastwardly along said township line between Township 4 south and Township 5 south to a point on the north-south coordinate line 336,000 of the Transverse Mercator Projection for Alabama West Zone as used officially on maps of the Mobile Bay Area by the United States Corps of Engineers; run thence south along said coordinate line to a point due east of the north bank of Dog River; run thence due west to the north bank of Dog River; run thence northwestwardly along the meanderings of the northerly and easterly bank of Dog River to a point due east of the north bank of Halls Mill Creek; run thence due west to the north bank of Halls Mill Creek; run thence northwardly and westwardly along the meanderings of the north bank of Halls Mill Creek to the west line of Section 17, Township 5 south, Range 2 west; thence run northwardly along the west line of Sections 17, 8 and 5, Township 5 south, Range 2 west and along the west line of Sections 32, 29, 20, 17 and 8, Township 4 south, Range 2 west to the northwest corner of said Section 8, said corner also being the southwest corner of Section 5, Township 4 south, Range 2 west and the point of beginning.

SECTION 3: Pursuant to the provisions of Act No. 18, General Acts of Alabama, 1956, Second Special Session, Page 279, the area described in said Act No. 18 but outside of that area described in Sections 1 and 2 of this Ordinance is hereby exempted from the City of Mobile ad valorem taxes for the municipal tax year beginning October 1, 2019.

SECTION 4: That the annual rate of each levy provided in Sections 1 and 2 of this Ordinance shall be seventy hundredths (.70) of one per centum as authorized by law, of the value of such property as assessed for State Taxation during the preceding year.

SECTION 5: Should any section, provision, or part of this Ordinance be declared unconstitutional or void by any court of competent jurisdiction it shall not affect the validity of the remaining sections, provisions, or parts of this Ordinance.

Adopted:

_____

City Clerk

R E S O L U T I O N

Sponsored by: Councilmember Cory Penn, District 1

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the intersection at Stanton Road and Crestwood Circle be given the honorary name of “Honorary William & Sidney Burks Circle”.

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: March 17, 2026

Submitted by:
Lance Slater, Chief Resilience Officer

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:
1. NCRF Resolution
2. NCRF Cover Letter

REVIEWERS:
Nya Kennedy
Cherlina Monteiro
Donna Bryars
James Barber

R E S O L U T I O N

Sponsored by: Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive from the National Fish and Wildlife Foundation, grant assistance in the amount of up to $7,000,000.00 in support of the National Coastal Resilience Fund Grant. There is no match requirement.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by the National Fish and Wildlife Foundation, National Coastal Resilience Fund. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

_____
City Clerk

March 5, 2026

The Honorable Mobile City Council
205 Government Street
Mobile, AL 306602

Council members,

The Office of Resilience requests authorization to apply for up to $7 million to the National Fish and Wildlife Foundation (NFWF)'s National Coastal Resilience Fund (NCRF). There is no match requirement.

NFWF is a private conservation foundation that manages funding portfolios of public and private investments. NCRF was established in 2018 to invest funds in projects that utilize nature-based solutions to protect communities and natural habitats.

The Office of Resilience will request funds to install a living shoreline along Helen Wood Park. Living shorelines utilize natural design features to prevent coastal erosion and flood incidents. They also improve water quality, support the local fish population, and provide residents with more green recreation opportunities. Helen Wood Park was selected because it serves as a buffer to SR-163, a critical evacuation route. This shoreline has eroded at a rate of 3.4 feet per year. Without immediate intervention, SR-163 may experience more washouts and residents may lose access to the park's access routes.

We thank you for your time and consideration. If you have any questions or concerns, please contact the Chief Resilience Officer Lance Slater at 251-208-1676 or by email at lance.slater@cityofmobile.gov.

Respectfully,



Lance Slater
Chief Resilience Officer
Office of Resilience
Department of Public Safety



CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: March 17, 2026

Submitted by:
William Jackson, Police Chief

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To recognize those employees as part of the Mayor's incentive program who have gone above and beyond their duties with the City of Mobile.

Amount of Contract:
$500.00

Funding Source

ATTACHMENTS:
1. OOTM Resolution
2. Agenda Item Summary Sheet for Officer of the Month

REVIEWERS:
Tracy Baxter
Lana Pafenbach

60- 2026

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

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

February 2026: Officer Joshua Besson

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

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: Tuesday, March 17, 2026 (Date) Item No. _____

Submitted by: Mobile Police Department (Department) William Jackson (Department Head)

Sponsored by: Spiro N. Cheriogotis (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: _____ (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Officer of the Month

PURPOSE & SCOPE OF PROJECT:

To recognize those employees as a part of the Mayor's incentive program who have gone above and beyond their duties with the City of Mobile. Each honoree qualifies for a $500 award.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $500.00

FUNDING SOURCE:

Budget Item: _____ Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: NA

Renewal date of contract (if applicable): NA

If not bid, state reason: NA

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

How many bidders submitted bids (if applicable): NA

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

60- 2026

R E S O L U T I ON

Sponsored by: Mayor Spiro Cheriogotis

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

February 2026 FFOM – June E. Long (Emp #19522)

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

Adopted:

_____

City Clerk

Email address	weaverm@cityofmobile.gov
Name of Nominee	June Long EC03
Rank of Nominee	Driver
Assignment of Nominee	Engine 3
Date of Incident	Jan 20, 2026
Type of Award being reguested	Firefighters Creed Award
Summary of Incident / Action	on Friday, January 23, 2026, we attended the Osiris Mardi Gras Ball. As we all know assessing a patient in a crowd is difficult. Add in that the crowd is drinking alcohol, the music is incredibly loud, and communications are difficult at best, and you have a real challenge on your hands when an emergency arises. I saw a commotion and walked over to find Driver June McMahon Long assessing a patient who had reportedly experience multiple seizures that night. Driver Long was assessing the patient and obtaining a history of the current illness while protecting the patient from striking his head on the floor. She used the patient's husband to protect the patient from injury while she carried on with patient assessment and arranging for a means to move the patient to the transport unit. Driver Long had a command presence, solved the logistical issues, and arranged for transport in an authoritative manner in a very challenging environment. She did a great job and is a compliment to the personnel of the MFRD
Name of Originator	Mack Weaver
Rank of Originator	Chief
Assignment of Originator	Admin
I certify that the fact contained in the summery are both known to me and are a matter of record.	Mack Weaver

This PDF is generated with the Google Forms Notification add-on.

To generate customized PDFs from Google Forms, download Document Studio (video demo).

FIREFIGHTER

OF THE MONTH

June E. Long

The Mobile Fire-Rescue Department (MFRD) is proud to honor Fire Service Driver June E. Long as the Firefighter of the Month for February 2026 for extraordinary and exceptional dedication, consistent performance, and significant contributions to Mobile Fire-Rescue Department.

February 2026

MOBILE FIRE-RESCUE DEPARTMENT

C.J. SMALL
PRESIDENT, MOBILE CITY COUNCIL

BARRY N. GLISSON
FIRE CHIEF

SPIRO CHERIOGOTIS
MAYOR, CITY OF MOBILE

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

Sponsored by: Councilmember Cory Penn

WHEREAS, *Councilmember Penn wishes to appropriate* ***$1,000.00*** *to* ***Building Kingz Foundation,*** from the *District 1 Discretionary Fund (10041020 42080)*; and

WHEREAS, *to* ***Building Kingz Foundation,*** 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 ***Building Kingz Foundation,*** will be used to *assist with the MOB JAMFESTS 2026 and KULTIV8 Summer Program.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of* ***$1,000.00*** *to* ***Building Kingz Foundation,*** 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* ***$1,000.00*** *to* ***Brave by Reflection,*** from the *District 1 Discretionary Fund (10041020 42080)*; and

WHEREAS, *to* ***Brave by Reflection,*** 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 ***Brave by Reflection,*** will be used to *assist with the 6th Annual Back-to-School Bash 2026.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of* ***$1,000.00*** *to* ***Brave by Reflection, 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 Cory Penn*

WHEREAS, *Councilmember Penn wishes to appropriate **$1,000.00** to **LeFlore Magnet High School**, from District **1** Discretionary Funds (10041020 42080)*; and

WHEREAS, ***LeFlore Magnet High School**,* is a 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 ***LeFlore Magnet High School**, will be used to assist with **Teacher Appreciation Week*** 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 **$1,000.00** to **LeFlore Magnet High 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* ***$1,000.00*** *to* ***Jazz Art Writers South Festival,*** from the *District 1 Discretionary Fund (10041020 42080)*; and

WHEREAS, *to* ***Jazz Art Writers South Festival,*** 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 ***Jazz Art Writers South Festival,*** will be used to *assist with the operational expenses.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of* ***$1,000.00*** *to* ***Jazz Art Writers South Festival,*** 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 Reynolds wishes to appropriate* ***$1,000.00*** *to* ***Liberty Learning Foundation,*** from the *District 1 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***Liberty Learning Foundation,*** 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 ***Liberty Learning Foundation,*** will be used to *assist with the Operational expenses.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of* ***$1,000.00*** *to* ***Liberty Learning Foundation,*** 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* ***$1,000.00*** *to* ***Liberty Learning Foundation,*** from the *District 6 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***Liberty Learning Foundation,*** 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 ***Liberty Learning Foundation,*** will be used to *assist with the operational expenses.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of* ***$1,000.00*** *to* ***Liberty Learning Foundation,*** 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: Councilmembers C. J. Small, District 3

WHEREAS, *Councilmember Small wishes to appropriate* ***$500.00*** *to* ***Precisely Pralines,*** from the *District 3 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***Precisely Pralines,*** 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 ***Precisely Pralines***, will be used to *assist with the Neighborhood Hero Extravaganza.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of* ***$500.00*** *to* ***Precisely Pralines,*** 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

OFFICE OF THE MAYOR

March 5, 2026

Donna Bryars
Deputy Director, Finance
City of Mobile

Dear Donna,

Mayor Spiro Cheriogotis has requested $1,000 from his discretionary funds to be distributed to Alabama Kidney Foundation to aid patients with financial assistance, education and support programs.

The funds should be submitted to the Alabama Kidney Foundation, Attention Becki Connally, Director of Corporate & Community Partnerships, Post Office Box 8481, Mobile, Alabama 36689.

Sincerely,

Spiro N. Cheriogotis
Mayor

Attachments:
Letter of Request
Commitment Form
W-9

Cc: Tiffany Levy

This concept is ingrained in our culture, and it truly makes a difference in how we serve those who count on us. We don't stop at "what is required" but look beyond to "what is needed."

This mindset aligns perfectly with the mission of the Alabama Kidney Foundation, as it's a simple truth that a little extra effort from each of us can significantly change lives. That's why my wife, Katie, and I are honored to Chair the 2026 Mobile Kidney Walk & Celebration event, and we invite you to go above and beyond for our neighbors in need.

Chronic Kidney Disease (CKD) is a serious problem across the country, affecting more than one in seven US adults, while almost one in three people who have diabetes have CKD. Closer to home:

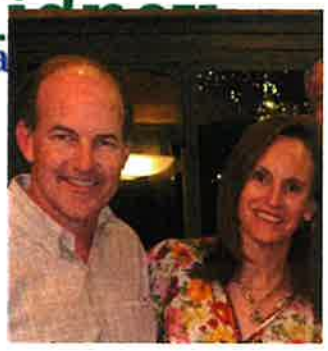
- Alabama ranks first in the nation for kidney failure per capita.
- Kidney disease in Alabama is more than double the national average.
- 14,000 Alabamians are currently on dialysis.
- Over 1,000 Alabamians are on the waitlist for a kidney transplant.

Together, we can make a difference for Alabama's kidney community. For 50 years, AKF has supported kidney patients with financial assistance, education, and support programs. Join the Kidney Walk & Celebration to be part of this mission. Every dollar raised or donated stays local, helping our community.

The Canfor family invites you to join the Kidney Walk with sincere consideration of sponsorships, making a generous donation, and/or forming a team. Mark your calendar for the 2026 Mobile Kidney Walk on Saturday, March 14th, at 9:00 AM at UMS-Wright's Cooper Stadium. We look forward to walking together in support of this cause!

Enclosed is the information for the Kidney Walk & Celebration sponsorship. For questions or more information, please contact Becki Connally, Director of Corporate & Community Partnerships at (251) 455-2123 - becki@alkidney.org

Let's work together to be "Better Together!"



Stand with Katie & me in Support of The Kidney Walk

Sincerely,

Lee Canfor

Katie Goodloe

Lee Goodloe
President – Canfor Southern Pine
2026 Kidney Walk Chair

Katie Goodloe
2026 Kidney Walk Chair

Becki Connally
Director of Corporate & Community Partnerships
Alabama Kidney Foundation
m: 251.455.2123
f: 866.488.4127
w: www.alkidney.org e: becki@alkidney.org

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Alabama Kidney Foundation, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) ▶ Non-profit

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
265 Riverchase Pkwy East - Suite 106

Requester's name and address (optional)

6 City, state, and ZIP code
Birmingham, AL 35244

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number: ___ - ___ - ____

or

Employer identification number: 5 1 - 0 1 8 9 6 4 1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 1/9/20

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

IRS Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248553327
Feb. 10, 2011 LTR 4168C E0
51-0189641 000000 00
00013916
BODC: TE

ALABAMA KIDNEY FOUNDATION INC
2012 UNIVERSITY BLVD RM 164
BIRMINGHAM AL 35233-2120

000075

Employer Identification Number: 51-0189641
Person to Contact: MS. ESPELAGE
Toll Free Telephone Number: 1-877-829-5500

Dear TAXPAYER:

This is in response to your Feb. 01, 2011, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in MAY 1978.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

0248553327
Feb. 10, 2011 LTR 4168C E0
51-0189641 000000 00
00013917

ALABAMA KIDNEY FOUNDATION INC
2012 UNIVERSITY BLVD RM 164
BIRMINGHAM AL 35233-2120

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Michele M. Sullivan

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations I

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

Sponsored by: Mayor Spiro N. Cheriogotis

WHEREAS, Mayor Cheriogotis wishes to appropriate **$1000.00** to Alabama Kidney Foundation, Inc. from District 8 Discretionary Fund (10041020 42080); and

WHEREAS, Alabama Kidney 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 Alabama Kidney Foundation, Inc. will be used to support and aid patients with financial assistance, education and support programs.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **$1000.00** to Alabama Kidney 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

OFFICE OF THE MAYOR

March 5, 2026

Donna Bryars
Deputy Director, Finance
City of Mobile

Dear Donna,

Mayor Spiro Cheriogotis has requested $1,000 from his discretionary funds to be distributed to Kailyn's Kloset Foundation, a 501 (c) (3) nonprofit organization, to assist with scholarship opportunities for first year college students.

The funds should be submitted to the Kailyn's Kloset Foundation, 3200 Kingsgate Drive W., Mobile, AL 36618, attention Annette Johnson.

Sincerely,

Spiro N. Cheriogotis
Mayor

Attachments:
Letter of Request
W-9

Cc: Tiffany Levy

Taking It By Force Outreach Ministry

3200 Kingsgate Dr. W
Mobile, Alabama 36618
EIN: 01-0828007
Email: takingitbyforce@msn.com

Date: 3/5/26

RE: Organizational Structure Statement

To Whom It May Concern,

This letter serves as official confirmation that **Taking It By Force Outreach Ministry** is a registered **501(c)(3) nonprofit organization** recognized under EIN **01-0828007**.

Kailyn's Kloset Foundation operates as a program and initiative under the umbrella of Taking It By Force Outreach Ministry. It is not a separate legal entity but is administered and managed by Taking It By Force Outreach Ministry.

Kailyn's Kloset Foundation was established to honor the life and legacy of **Kailyn Michelle (July 7, 2003 – December 4, 2022)**. The program supports first-year college students by providing essential dormitory supplies, scholarships, and resources to assist them in transitioning successfully into college life.

All donations and sponsorships made in support of Kailyn's Kloset Foundation are processed through Taking It By Force Outreach Ministry and are tax-deductible as permitted by law. Checks and monetary donations should be made payable to:

Taking It By Force Outreach Ministry

Taking It By Force Outreach Ministry maintains full financial and administrative oversight of Kailyn's Kloset Foundation, including program management, fundraising, and distribution of resources.

If additional information is needed, please contact our office.

Annette Johnson

Executive Director

Taking It By Force Outreach Ministry

Phone: 251-458-8478

Email: takingitbyforce@msn.com

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Taking It By Force Outreach Ministry

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
3200 Kingsgate Dr. W

Requester's name and address (optional)
Annette Johnson

6 City, state, and ZIP code
Mobile,Alabama 36618

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
0 1 - 0 8 2 8 0 0 7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | Signature of U.S. person ▶ *Annette Johnson* | Date ▶ 02/26/2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



Kailyn's Kloset Foundation

Sponsorship Proposal

3200 Kingsgate Dr. W
Mobile, Alabama 36618
EIN: 01-0828007

Organization Overview

Kailyn's Kloset Foundation is a nonprofit organization created in loving memory of Kailyn Michelle. Kailyn had plans to attend college, but her life was tragically cut short. In honor of her dream, our family established this foundation to support first-year college students by providing essential dorm room supplies to help them begin their academic journey with confidence and dignity.

Our Mission

To provide comprehensive dorm essentials and support to first-year college students, empowering them to succeed academically and transition smoothly into college life.

The Need

- Bedding and linens (Twin XL)
- Toiletries and hygiene supplies
- Laundry supplies
- Storage and organization items
- Desk and study essentials

2026 Impact Goal

Our goal is to support 100 first-year college students with complete dorm starter kits for the upcoming academic year.

Sponsorship Opportunities

Platinum Sponsor – $5,000+
Logo placement on materials, social media spotlight, event recognition, speaking opportunity.

Gold Sponsor – $2,500
Logo placement, social media recognition, event acknowledgment.

Silver Sponsor – $1,000
Social media recognition and sponsor listing.

Bronze Sponsor – $500
Social media thank-you and event signage listing.

In-Kind Sponsorships Accepted

- Bedding sets (Twin XL)
- Towels and washcloths
- Laundry baskets
- Toiletry kits
- School supplies
- Gift cards

Ways to Give

Cash App: $AnnetteJohnson27
Check or Money Order: Payable to Kailyn's Kloset Foundation
Contact: Annette Johnson | 251-456-8478
Kailyn's Kloset Foundation is a registered 501(c)(3) nonprofit organization. Donations are tax-deductible.

Together, we can ensure students begin college prepared, supported, and inspired.

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

Sponsored by: Mayor Spiro N. Cheriogotis

WHEREAS, Mayor Cheriogotis wishes to appropriate **$1000.00** to **Taking it By Force Outreach Ministry** from District 8 Discretionary Fund (10041020 42080); and

WHEREAS, **Taking it By Force Outreach Ministry**, 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 Taking it By Force Outreach Ministry will be used to assist Kailyn's Kloset Foundation College Initiative providing dorm essentials and support to first-year college students.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **$1000.00** to Taking it By Force Outreach Ministry for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 17 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 A & D Cromwell Concrete & Construction LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to A & D Cromwell Concrete & Construction LLC for repairs to Unity Point Park fence, fountain, curb, and wall.
CIP- D2 Misc Park Expense less than $20K.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $18,851.95

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): _____

How many bidders submitted bids (if applicable): _____

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

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
8961	2026	(2012) PARKS MAINTENANCE	UNITY POINT PARK FENCE, FOUNTAIN, CURB, AND WALL REPAIRS (PRICE BELOW BID REQUIREMENT)	$18,851.95	(297588) A & D CROMWELL CONCRETE & CONSTRUCTION LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00008961-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
A & D CROMWELL CONCRETE & CONSTRUCTION	LANGAN PARK DELIVERIES TO SAGE
158 DOBBS AVENUE	48 N. SAGE AVE.
	MOBILE, AL 36607
MOBILE, AL 36606	DEEANN.POPPLE@CITYOFMOBILE.GOV
Tel#251-767-6882	Delivery Reference
	DEEANN POPPLE
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/09/26	297588				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
001	REPAIRING CONCRETE WALL AND CAP, REPAIRING WROUGHT IRON FENCE, REPAIRING CURB, REPLACING PUMP RELAY FOR FOUNTAIN	1.00 EACH	16393.00000	16393.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0735 .OPERSUPPLS. .			16393.00
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference DEEANN POPPLE			
	Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
002	OVERHEAD AND PROFIT	1.00 EACH	2458.95000	2458.95
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0735 .OPERSUPPLS. .			2458.95

Bill To	Requisition 00008961-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: Status: Approved Page 2

Vendor	Ship To
A & D CROMWELL CONCRETE & CONSTRUCTION 158 DOBBS AVENUE MOBILE, AL 36606 Tel#251-767-6882	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 DEEANN.POPPLE@CITYOFMOBILE.GOV Delivery Reference DEEANN POPPLE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/09/26	297588				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607
Delivery Reference
DEEANN POPPLE

Deliver To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607

Requisition Link

Requisition Total 18851.95

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

Account			Amount	Remaining Budget
E C0735	.OPERSUPPLS.	.	18851.95	4262.46

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.	18851.95	

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
Approved	03/04/26	SHONNDA SMITH	Auto approved by: 91055604
Approved	03/04/26	DANIEL OTTO	
Approved	03/09/26	SHONNDA SMITH	Auto approved by: 91055604

Bill To	Requisition 00008961-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: Status: Approved Page 3

Vendor	Ship To
A & D CROMWELL CONCRETE & CONSTRUCTION 158 DOBBS AVENUE MOBILE, AL 36606 Tel#251-767-6882	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 DEEANN.POPPLE@CITYOFMOBILE.GOV Delivery Reference DEEANN POPPLE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/09/26	297588				PARKS MAINTENANCE

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	03/09/26	DANIEL OTTO			
	Approved	03/04/26	BRENDA RHODES			
	Approved	03/04/26	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	03/04/26	RELYA MALLORY		Auto approved by: 910511034	
	Approved	03/09/26	BRENDA RHODES			
	Approved	03/09/26	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	03/09/26	RELYA MALLORY		Auto approved by: 910511034	
	Rejected	03/04/26	JOHN PAINE		where are the other quotes	
	Approved	03/09/26	DONALD ROSE		Auto approved by: 9105paij	
	Approved	03/09/26	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	03/09/26	STEVEN KRONINGER		Auto approved by: 9105paij	
	Approved	03/09/26	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	03/09/26	JAMES NEESE		Auto approved by: 9105paij	
	Approved	03/09/26	PATRICIA KENNEDY-JONES		Auto approved by: 9105paij	
	Approved	03/09/26	REBECCA CRUMPLER		Auto approved by: 9105paij	
	Approved	03/09/26	ANNE FOLEY		Auto approved by: 9105paij	
	Approved	03/09/26	JOHN PAINE			

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of: March 17, 2026

Submitted by:
Ricardo Woods, City Attorney

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
Authorize Clarifying Amendment to Project Agreement between City of Mobile, Mobile County and Airbus Americas, Inc. dated May 30, 2023

Amount of Contract:

Funding Source

ATTACHMENTS:
1. Resolution - Clarifying Amendment County City and Airbus Agreement
2. AIRBUS- CLARIFYING AMENDMENT TO PROJECT AGREEMENT- Project Ramp
3. Project Ramp Project Agreement_Mobile City + County_30 May 2023 (EXECUTED) (1) (1)(63112127.1)

REVIEWERS:
Patricia Primm
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are authorized to execute and attest, respectively, for and on behalf of the City of Mobile, the Clarifying Amendment to the Project Agreement between Mobile County, the City of Mobile and Airbus Americas, Inc., which clarifies and updates, on a retroactive and prospective basis, certain language set forth in the Agreement, dated May 30, 2023, to replace the language in the recitals and Section 2 definitions. The Clarifying Amendment is attached hereto or one with wording substantially similar, and made a part hereof, as though set forth in full, and to take such further action necessary to effectuate the Agreement. A copy of said Amendment and Agreement is on file in the office of the City Clerk.

ADOPTED:

_____

City Clerk

CLARIFYING AMENDMENT
TO THE
PROJECT AGREEMENT
DATED MAY 30, 2023

THIS CLARIFYING AMENDMENT TO THE PROJECT AGREEMENT DATED MAY 30, 2023 (this "Clarifying Amendment") is made and entered into as of the 22nd day of August, 2025 (the "Effective Date"), by and among **MOBILE COUNTY** ("County"), the **CITY OF MOBILE** ("City") and **AIRBUS AMERICAS, INC.** ("Company"). The County, City and Company are each a "Party" to this Agreement and are collectively referred to as the "Parties."

The Parties entered into that certain Project Agreement dated May 30, 2023. The Parties would like to clarify and update, on a retroactive and prospective basis, certain language set forth in the Project Agreement.

Company has always contemplated that the ACDC Parcel (defined below) and the ACDC Facilities (defined below) are included as part of the scope of the Project. This Clarifying Amendment clarifies and confirms this understanding of the Parties.

NOW, THEREFORE, in consideration of these premises, the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. The Sixth Recital of the Project Agreement is hereby amended by deleting it therefrom and substituting the following in lieu thereof:

> **WHEREAS**, the Mobile Airport Authority ("MAA") intends to construct the New Facility (defined herein) with an estimated capital investment of Seven Hundred Million Dollars ($700,000,000); and

2. The Seventh Recital of the Project Agreement is hereby amended by deleting it therefrom and substituting the following in lieu thereof:

> **WHEREAS**, the Company wishes to lease the New Facility and expand the Project (defined herein), and where the Company is expected to hire and employ, in addition to the Baseline Jobs, at least one thousand (1,000) net new Full-Time Employee positions, earning an average hourly wage of at least Thirty-One Dollars and Twenty-Five Cents ($31.25), exclusive of Fringe Benefits, with a total direct Capital Investment in the Project by the Company estimated to be One Hundred Fifty Million Dollars ($150,000,000); and

3. Section 2 of the Project Agreement is hereby amended by adding the following definitions:

> "ACDC Facilities" means those certain buildings and other facilities on the ACDC Parcel, including a parts consolidation facility that will house and distribute aircraft components to the Company Final Assembly Line at the Brookley Aeroplex.

"ACDC Parcel" means the real property specifically described in the First Amendment to Project Ramp Facilities Lease Agreement dated August 22, 2025, entered into by and between the MAA and the Company and any other real property that under the terms hereof constitutes a part of the ACDC Parcel.

"Project Site" means the Brookley Campus and the ACDC Parcel.

4. Where the term "Brookley Campus" is referred to in the Project Agreement (except in Section 2), the term "Project Site" shall be substituted in lieu thereof.

5. Section 2 of the Project Agreement is hereby amended by deleting the definition of "New Facility" and substituting the following in lieu thereof:

"New Facility" shall mean the facilities to be constructed by MAA and leased and equipped by Company at the Project Site.

6. Section 2 of the Project Agreement is hereby amended by deleting the definition of "Project" and substituting the following in lieu thereof:

"Project" shall mean the combined business operations undertaken at the New Facility by the Company at the Project Site.

7. The amendments contained herein shall apply (i) retroactively back to and including the Effective Date; and (ii) prospectively throughout the term of the Project Agreement.

8. Except as herein and hereby amended, modified or changed, all terms of the Project Agreement shall continue in full force and effect according to the terms thereof.

[EXECUTION BEGINS ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have each caused this Clarifying Amendment to be duly executed as of the date set forth above.

MOBILE COUNTY, a body politic and a political subdivision of the State of Alabama

By:_____

As Chairman of the Mobile County Commission

STATE OF ALABAMA)

COUNTY OF MOBILE)

Before me, the undersigned, a Notary Public, in and for said county, in said state, personally appeared_____, Chairman of the Mobile County Commission, whose name is signed to the foregoing Agreement, and who is known to me, being first duly sworn, acknowledged before me on this day that, being informed of the contents of said Agreement, makes oath that she/he, as such official and with full authority, has read the foregoing Agreement and knows the contents thereof, executed the same voluntarily for and as the act of Mobile County on this date.

Subscribed and sworn to before me on this ____ day of _____, 2026.

_____

Notary Public

IN WITNESS WHEREOF, the parties hereto have each caused this Clarifying Amendment to be duly executed as of the date set forth above.

CITY OF MOBILE, a body politic and a political subdivision of the State of Alabama

By:_____

_____

As _____

STATE OF ALABAMA)

COUNTY OF MOBILE)

Before me, the undersigned, a Notary Public, in and for said county, in said state, personally appeared_____, as _____, whose name is signed to the foregoing Agreement, and who is known to me, being first duly sworn, acknowledged before me on this day that, being informed of the contents of said Agreement, makes oath that she/he, as such official and with full authority, has read the foregoing Agreement and knows the contents thereof, executed the same voluntarily for and as the act of the City of Mobile on this date.

Subscribed and sworn to before me on this ____ day of _____, 2026.

_____

Notary Public

AIRBUS AMERICAS, INC.

By:_____

Its: _____

STATE OF _____)

COUNTY OF _____)

Before me, the undersigned, a Notary Public, in and for said county, in said state, personally appeared _____, as _____ of Airbus Americas, Inc., whose name is signed to the foregoing Agreement, and who is known to me, being first duly sworn, acknowledged before me on this day that, being informed of the contents of said Agreement, makes oath that he, as such official and with full authority, has read the foregoing Agreement and knows the contents thereof, executed the same voluntarily for and as the act of said Airbus Americas, Inc. on this date.

Subscribed and sworn to before me on this ____ day of _____, 2026.

_____

Notary Public

PROJECT AGREEMENT

THIS PROJECT AGREEMENT ("Agreement") is made and entered into as of May 30, 2023 (the "Effective Date") by and among **MOBILE COUNTY,** a body politic and political subdivision of the State of Alabama, by and through the Mobile County Commission (the "County"), the **CITY OF MOBILE**, an Alabama municipal corporation (the "City"), and **AIRBUS AMERICAS, INC.**, a Delaware corporation (the "Company"). The County, the City and Company are each a "Party" to this Agreement and are collectively referred to as the "Parties."

RECITALS

WHEREAS, the County, City and the Company were parties to that certain Site Location and Development Agreement dated July 12, 2012 (the "SLDA") whereby Airbus established and now operates a final assembly line facility at the Brookley Aeroplex; and

WHEREAS, the County, City and Airbus U.S. A220, Inc. (f/k/a CSALP US Inc.) ("Airbus A220"), a Delaware corporation and an affiliate of the Company, were parties to that certain Project Agreement dated January 22, 2019, whereby Airbus A220 established and now operates a final assembly line facility for the assembly and manufacture of A220 aircraft at the Brookley Aeroplex; and

WHEREAS, the Company and Airbus 220 lease facilities at Brookley Aeroplex where they assemble A320 aircraft and A220 aircraft, respectively (collectively, the "Existing Facilities"); and

WHEREAS, Airbus A220 is under common ownership, management, or control with the Company and therefore meets the definition of a "related company" under section 40-18-370(c)(15) of the Code of Alabama (1975); and

WHEREAS, the Company and Airbus 220 have a total of one thousand one hundred thirty-five (1,135) Full-Time Employee positions (the "Baseline Jobs Threshold"); and

WHEREAS, the Mobile Airport Authority ("MAA") intends to construct a new facility located at Brookley Aeroplex located at 320 Airbus Way, Mobile, Alabama 36615 in Mobile, Mobile County, Alabama (the "New Facility") with an estimated Capital Investment of Seven Hundred Million Dollars ($700,000,000); and

WHEREAS, the Company wishes to lease the New Facility and expand its production of the A320 aircraft (the "Project"), and where the Company is expected to hire and employ, in addition to the Baseline Jobs, at least one thousand (1,000) net new Full-Time Employee positions, earning an average hourly wage of at least Thirty-One Dollars and Twenty-Five Cents ($31.25), exclusive of Fringe Benefits, with a total direct Capital Investment in the Project by the Company estimated to be One Hundred Fifty Million Dollars ($150,000,000); and

WHEREAS, the Alabama Secretary of Commerce has found and certified to the Governor of the State of Alabama that the Project meets the definition of a Qualifying Project under the Code of Alabama § 40-18-372 and that the Company should be designated as an Approved Company under Code of Alabama § 40-18-373 and in reliance the Governor has made such designations; and

WHEREAS, the State of Alabama and the Company have entered into a Project Agreement for the Project (the "State Project Agreement"); and

WHEREAS, in reliance on the Company's representations of the total capital investment and employment for the Project as described herein, and in consideration of the economic impact, the increased tax revenues, and other benefits to be received by the County, the City, and their citizens, the County and the City have committed to making available to the Company certain incentives in the manner and amounts described herein, contingent upon the commitment of separate incentives by the State of Alabama and subject to existing law, as presently interpreted and construed.

NOW, THEREFORE, in consideration for the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the Parties enter into this Agreement on the following terms and conditions.

1. **Scope of Agreement.** This Agreement fully sets out the complete agreement of the Parties. This Agreement includes the facts, averments and representations set out in the Recitals, as well as all exhibits, attachments or appendices attached hereto or referenced herein, all of which are hereby incorporated by reference.

2. **Capitalized Terms.** For the purposes of this Agreement, the following capitalized terms shall have the meanings set forth in this Section 2:

"A220 Project Agreement" shall mean that certain Project Agreement by and between the City, the County, and Airbus A220 having an effective date of January 22, 2019.

"A220 Project Employee" shall have the meaning set forth in the A220 Project Agreement.

"Adequate Health Insurance Coverage" shall mean health insurance which provides, at a minimum, the following: hospital care, physician care, prenatal and postnatal care and prescription drugs; and for which the Company shall pay at least fifty percent (50%) of the Project Employee's insurance plan premium.

"Agreement" shall mean this document and any other attached or referenced documents that are within the scope of agreement as established in Section 1 of this Agreement.

"Airbus A220" shall mean Airbus U.S. A220, Inc., a Delaware corporation.

"Annual Mobile First Report" shall have the meaning set forth in Section 3(r) hereof.

"Approved Company" shall mean any company determined by the Secretary and the Governor to meet the criteria provided in sections 40-18-373 and 40-18-376.1 of the Code of Alabama.

"Approval Event" means (i) any governmental approval not being granted or being materially delayed upon application having been duly made that complies with the requirements for such approval to be granted, or (ii) any governmental approval ceasing to remain in full force and effect, or not being renewed upon application having been duly made that complies with the requirements for such renewal to be granted.

"Baseline Job" shall mean an Existing Employee and an A220 Project Employee.

"Baseline Jobs Threshold" shall mean one thousand one hundred thirty-five (1,135) Baseline Jobs.

"Brookley Campus" shall mean, collectively, the Existing Facilities and the New Facility.

"Capital Investment" shall have the meaning as provided in section 40-18-370 of the Code of Alabama.

"Capital Investment Target" shall mean One Hundred Twenty Million Dollars ($120,000,000).

"Capital Investment Target Date" shall mean the date set forth in Subsection 1(c) of the Project Schedule.

"Cash Maintenance Period" shall mean the period of five (5) Reporting Years immediately following the Initial Jobs Target Date.

"Change of Control" shall have the meaning of either:

i. The acquisition by any "Person" (as the term "person" is used for the purposes of Subsection 13(d) or 14(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) of direct or indirect beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of fifty percent (50%) or more of the combined voting power of the then-outstanding securities or membership interests of the Company entitled to vote in the election of directors or governing body, or

ii. The consummation of a merger, consolidation, reorganization, statutory share exchange, or similar form of corporate transaction involving the Company, or the sale or other disposition of all or substantially all of the Company's assets.

"City" shall have the meaning set forth in the Preamble hereof.

"City Commitment" shall have the meaning set forth in Section 4(b) hereof.

"City First Payment Date" shall have the meaning set forth in Section 4(b) hereof.

"Commence Construction" or "Commencement of Construction" shall mean physical work is being performed regularly, using appropriate equipment and manpower to construct and equip the New Facility and install necessary infrastructure to accomplish the objectives of the Project.

"Company" shall mean Airbus Americas, Inc., a Delaware corporation.

"County" shall have the meaning set forth in the Preamble hereof.

"County Commitment" shall have the meaning set forth in Section 4(a) hereof.

"County First Payment Date" shall have the meaning set forth in Section 4(a) hereof.

"Effective Date" shall have the meaning set forth in the Preamble hereof.

"Eligible Job" shall mean a Project Job occupied by an Alabama resident.

"Employment Level" shall mean, in the aggregate, the Yearly Average of Baseline Jobs and the Yearly Average of Project Jobs.

"Existing Employee" shall mean a Full-Time Employee occupying a job at the Existing Facilities that is not an A220 Project Employee.

"Existing Facilities" shall mean the facilities leased by the Company and Airbus A220 at Brookley Aeroplex where they assemble A320 aircraft and A220 aircraft, respectively.

"Final Jobs Target" shall mean the sum of the Project Jobs Target plus the Baseline Jobs Threshold, which equals two thousand on hundred thirty-five (2,135) Full-Time Employees.

"Final Jobs Target Date" shall mean the date set forth in the Project Schedule.

"Force Majeure Event" shall mean a matter which (i) is beyond the reasonable control of the Company, (ii) materially affects the performance by the Company of its obligations under this Agreement and (iii) could not reasonably have been foreseen by the Company, including, but not limited to, acts of God, acts of terrorism, and extreme weather, but excluding unfavorable economic conditions.

"Fringe Benefits" shall mean all non-Wage consideration paid or otherwise provided to Project Employees, including, but not limited to, health insurance, retirement, life insurance, workers' compensation, unemployment compensation, and the employer portion of Federal Insurance Contributions Act taxes. Fringe Benefits must include Adequate Health Insurance Coverage as defined in this Agreement.

"Full-Time Employee" shall mean a person who is paid directly by the Company or Airbus A220 for not less than thirty-five (35) hours per week, is employed at the Brookley Campus, and who his or her employer identifies as its employee to the U.S. Internal Revenue Service or the

Alabama Department of Revenue or the Alabama Department of Labor on returns or reports filed with the foregoing, including but not limited to, IRS Form 941. In the case where persons are assigned to multiple facilities at the Brookley Campus, the County and the City shall recognize any determination made by the State as to how these positions shall be allocated between projects. Notwithstanding the above, the definition of "Full-Time Employee" for purposes of this Agreement shall not include a temporary employee or a worker performing construction work on buildings or other structures which are intended to be part of the Project.

"Governor" shall mean the Governor of the State of Alabama.

"Indemnified Parties" shall have the meaning set forth in Section 18 hereof.

"Initial Jobs Target" shall mean the sum of five hundred (500) Project Jobs plus the Baseline Jobs Threshold, which equals one thousand six hundred thirty-five (1,635) Full-Time Employees.

"Initial Jobs Target Date" shall mean the date set forth in Subsection 1(d) of the Project Schedule.

"MAA" shall mean the Mobile Airport Authority, a public corporation duly organized under the laws of the State of Alabama.

"Minimum Average Hourly Wage" shall mean Thirty-One Dollars and Twenty-Five Cents ($31.25).

"Mobile First Initiative" shall have the meaning set forth in Section 3(e) hereof.

"New Facility" shall mean the new facilities to be constructed by MAA and leased and equipped by the Company located at Brookley Aeroplex at 320 Airbus Way in Mobile, Mobile County, Alabama, as set forth in the Recitals of this Agreement.

"Parties" shall mean the County, the City and the Company, collectively, each of which is a Party to this Agreement.

"Project" shall have the meaning set forth in the Recitals hereof.

"Project Employee" shall mean a Full-Time Employee occupying a Project Job. All Project Employees shall be eligible to receive any Fringe Benefit provided by his or her employer.

"Project Job" shall mean a net new Full-Time Employee position created during and after the Project Ramp-Up Period for the Project and assigned to the Project for a period of at least one (1) year. No Project Job occupied by a Transferred Employee shall be considered eligible, except to the extent that the Company certifies to the State with respect to such Transferred Employee that it has not eliminated the Transferred Employee's Baseline Job and that a new Full-Time Employee has been hired to fill substantially the same job and in the same pay category as that

previously held by the Transferred Employee. A Project Job must be occupied by a Full-Time Employee to count towards the Project Jobs Target.

"Project Jobs Target" shall mean shall mean one thousand (1,000) Project Jobs.

"Project Ramp-Up Period" shall mean the period of time beginning on May 2, 2022 and ending on the Final Jobs Target Date.

"Project Schedule" shall mean the schedule of dates set forth in *Exhibit A* of the State Project Agreement, which schedule is attached hereto as **Exhibit A** and hereby incorporated herein by reference, and any modified Project Schedule hereafter approved by the Secretary and the Company, a copy of which shall be provided by the Company to the County and the City within ten (10) days following the Secretary's approval thereof.

"Qualifying Project" shall mean any project to be undertaken by an Approved Company pursuant to section 40-18-372 Code of Alabama.

"Reporting Year" shall mean a twelve (12) month period beginning on July 1st and ending on June 30th. The first Reporting Year shall begin on July 1, 2027, and the final Reporting Year shall end on June 30th of the final year of the Cash Maintenance Period.

"Secretary" shall mean the Secretary of Commerce of the State of Alabama.

"SLDA" shall have the meaning set forth in the Recitals hereof.

"State" shall mean the State of Alabama.

"State Project Agreement" shall have the meaning set forth in the Recitals hereof.

"Transferred Employee" shall mean an employee of the Company or Airbus A220 employed in a Baseline Job and transferred to a Project Job.

"Wage" or "Wages" shall have the meaning as provided under section 40-18-370 of the Code of Alabama. Wages shall not include Fringe Benefits.

"Yearly Average" shall mean the average number of Baseline Jobs or Project Jobs, as the case may be, calculated on an annual basis for each Reporting Year by adding the total number of Baseline Jobs or Project Jobs on the 15th day of each month in the applicable Reporting Year and dividing that sum by twelve (12).

3. The Company's Commitments, Representations and Warranties. The Company acknowledges that the citizens of the County and City anticipate the prompt receipt of substantial economic benefit to the local economies in return for the incentives granted under this Agreement. In consideration of the County and City providing the incentives described herein, the Company makes the following commitments, representations, and warranties:

(a) The Parties acknowledge that the Company has Commenced Construction prior to the Effective Date. The Company shall cause the Commencement of Operations not later than the date set forth in Subsection 1(b) of the Project Schedule.

(b) In furtherance of the Project, not later than the Capital Investment Target Date, the Company's total Capital Investment in the Project is estimated to be the Capital Investment Target.

(c) Not later than the Initial Jobs Target Date, the Company shall achieve the Initial Jobs Target, wherein Project Employees earn an average hourly wage of at least the Minimum Average Hourly Wage. Not later than the Final Jobs Target Date, the Company shall achieve the Final Jobs Target, wherein Project Employees earn an average hourly wage of at least the Minimum Average Hourly Wage.

(d) The Company acknowledges that Fringe Benefits shall include Adequate Health Care Coverage for all Project Employees.

(e) The Company, directly and through its construction manager, has implemented contracting and hiring goals for the Project consistent with the "Mobile First Initiative for the Mobile Area Business Community" attached hereto as **Exhibit B** (the "Mobile First Initiative"). The Company, in implementing the Mobile First Initiative, shall consider incorporating quantifiable incentives when issuing bid requests and RFPs/RFQs to County-based contractors and vendors and County and City residents to provide products and services in constructing, equipping, and operating the Project. The Company shall use commercially reasonable efforts to ensure that contractors and vendors selected by the Company for the Project are in good standing, licensed, and qualified to do business in Alabama, all in accordance with Alabama law. Notwithstanding the foregoing, the Parties acknowledge that selection of contractors and vendors for the Project shall be at the sole discretion of the Company.

(f) The Company acknowledges and agrees that the City and the County, as a matter of public policy, encourage minority-owned and disadvantaged business entity participation to the maximum extent possible. It is the intent of the Company to provide equal access to minority-owned and/or disadvantaged business entities that desire to provide products and services in constructing, equipping, and operating the Project. The Parties acknowledge that selection of vendors providing products and services for the Project shall be at the sole discretion of the Company.

(g) The Company, consistent with the hiring goals set forth in the Mobile First Initiative, shall:

(i) Focus on and use best effort to recruit and hire qualified current County and City residents for the Project, subject in all cases to the Company's then usual and customary hiring policies. Notwithstanding the foregoing, the Parties acknowledge that selection, hiring, and termination of employees for the Project shall be at the sole discretion of the Company, and

(ii) Implement programs to specifically target residents of Mobile County in recruiting and training efforts to help ensure the employment profile at the Brookley Campus is reflective of the local community. These training

programs will be developed in collaboration with AIDT, the Mobile County Public School System, the Alabama Two-Year College System, the University of South Alabama and Flight Works Alabama, and shall consist of one or more apprenticeship, workforce training and/or training programs to introduce, recruit and train current students, newly-graduated students, adults with little or no formal skills or training and new hires in the aviation manufacturing business sector. In addition, the Company will use its best efforts to collaborate with the Southwest Alabama Partnership for Training and Employment (formerly known as Mobile Works) to accomplish these goals.

(h) The Company commits to collaborate with the Mobile Area Chamber of Commerce to develop the next phase of the Mobile First Initiative, which will provide financial assistance and incentives to new employees, or relocating current employees, who are moving into this region that purchase housing located within the County and City. To execute this program, the Company, when recruiting or relocating employees to this region, agrees to implement and present the program described herein and utilize good faith best efforts to encourage those new employees to secure housing located within the County and City. Notwithstanding the foregoing, the Parties acknowledge that housing decisions shall be at the sole discretion of the Project Employees.

(i) The Company is expecting numerous employees from throughout the United States and overseas, employed by the Company and other affiliates, to travel to the County and City on a regular basis. The Company agrees to use good faith best efforts to encourage employees of the Company to utilize hotels and similar facilities located within the County and City.

(j) The Company is a going concern, is financially solvent and shall make available adequate funding to complete the Project and conduct the Company's business at the New Facility.

(k) The Company is in good standing, licensed and qualified to do business in Alabama, all in accordance with Alabama law, and shall remain licensed, qualified, in good standing and in compliance with all Alabama laws applicable to its operations at the New Facility throughout the duration of this Agreement including any applicable employment and immigration laws.

(l) By signing this Agreement, the Company affirms, for the duration of the Agreement, that it will not violate federal or state immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the State. Furthermore, if the Company is found to be in violation of this provision, the Company shall be deemed in breach of this Agreement and shall be responsible for all damages resulting therefrom. The Company has provided to the County and the City documentation evidencing its participation in the E-Verify program.

(m) The Company shall satisfy in all material respects its obligations under other agreements with local governments or private economic development organizations, if any, which relate to the Project.

(n) The Company is not prohibited from consummating the transactions contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order or judgment.

(o) The Company has the legal power and authority to enter into this Agreement and to make the respective commitments made in this Agreement. To the extent that (i) any authorization, approval, resolution or consent of the Company's board of directors, officers, managers, trustees or any other persons is required under either the Company's organizational and/or governing documents or otherwise is required by law and (ii) that any authorization, approval or consent of any governmental authority, body, or agency or third party is required for the Company to enter into this Agreement and make the commitments contained in this Agreement, such authorizations, approvals and consents have been duly obtained in accordance with applicable law and procedures. Upon request by the County and/or City, the Company shall provide reasonable documentation of the foregoing authority and action. The Company's legal counsel, upon reasonable request by the County and/or City, shall furnish to the County and/or City an opinion of counsel or other form of documentation reasonably satisfactory as to the matters set forth in Section 3(k) and Section 3(n). Further, upon reasonable request of the County and/or City, the Company's accountants and other representatives shall furnish to the County and/or City other forms of documentation reasonably satisfactory as to the matters described herein.

(p) If the Company determines that it will not meet any of the commitments set forth in Subsections 3(a), (b) or (c) by the deadlines set forth in those Subsections due to the occurrence of a Force Majeure Event, such delay shall not immediately result in a default or grounds for termination of this Agreement by the County and the City. In such an event within a reasonable time prior to expiration of any such commitment that the Company claims has been or will be delayed by a Force Majeure Event, the Company shall give the County and the City written notice containing a description of the Force Majeure Event in question, an explanation of how the Company anticipates such event will affect the Company's performance under this Agreement, what actions the Company plans to undertake in order to address the conditions caused by the Force Majeure Event and an estimate of how long the Company anticipates the Force Majeure Event will delay the Company in meeting its commitments under this Agreement. If the County or the City determines that a Force Majeure Event has occurred and that the Company is making a good faith effort to meet its commitments despite the delay caused by the Force Majeure Event, the County and the City shall give the Company a reasonable period of time to address such conditions before the Company shall be considered in default under this Agreement.

(q) No Change of Control shall occur without the Company obtaining the Secretary's written consent. Upon receipt by the Company of such consent from the Secretary, the Company shall provide a copy of such written consent to the County and the City.

(r) The Company agrees to provide an annual written update (the "Annual Mobile First Report") to the Mobile Area Chamber of Commerce on its efforts to achieve the goals set forth in the Mobile First Initiative. The Annual Mobile First Report will include any reports as contemplated by the Mobile First Initiative and will be provided within thirty (30) days of the annual anniversary date of this Agreement.

4. **Commitments of the County and the City.** In consideration of the Company undertaking the Project and the economic benefit to the County, City, and local community to be realized from the Project:

(a) County Commitment.

(i) *Cash Incentive*. The County shall make available up to Ten Million and No/100 Dollars ($10,000,000.00) (the "County Commitment"), to be paid in the manner set forth below, to reimburse the Company for costs and capital expenses: (i) incurred in leasing, developing, constructing, and equipping the Project, (ii) to support the workforce development, recruiting and training efforts in Mobile County, and (iii) in providing the amenities needed to support the continued workforce recruiting and current employee retention efforts at the Brookley Aeroplex. The County shall make annual installment payments for the benefit of the Company in ten (10) equal installments of One Million and No/100 Dollars ($1,000,000.00) as provided herein. The County shall pay the first installment payment within thirty (30) days after the Commencement of Operations. The payment date of the first installment payment shall be referred to as the "County First Payment Date." The County shall make an installment payment in the amount of One Million Dollars ($1,000,000.00) on the following nine (9) anniversaries of the County First Payment Date.

(ii) *Payment of the County Commitment*. To request a payment, the Company shall submit to the County a request for payment using the form attached hereto as **Exhibit C**, and documentation demonstrating that the expenditures for which reimbursement is sought were incurred only for the Project. Payment under this Section 4(a) shall be in accordance with and subject to the provisions of Section 6(a).

(iii) The Company hereby commits to utilize Two Million, Five Hundred Thousand and No/100 Dollars ($2,500,000.00) of the County Commitment to achieve the goals set forth above in Section 3(g)(ii).

(b) City Commitment.

(i) *Cash Incentive*. The City shall make available up to Ten Million and No/100 Dollars ($10,000,000.00) (the "City Commitment"), to be paid in the manner set forth below, to reimburse the Company for costs and capital expenses: (i) incurred in leasing, developing, constructing, and equipping the Project, (ii) to support the workforce development, recruiting and training efforts in Mobile County, and (iii) in providing the amenities needed to support the continued workforce recruiting and current employee retention efforts at the Brookley Aeroplex. The City shall make annual installment payments for the benefit of the Company in ten (10) installments as provided herein. The City shall pay the first installment payment of Five Million Dollars ($5,000,000.00) within thirty (30) days after the

Commencement of Operations. The payment date of the first installment payment shall be referred to as the "City First Payment Date." The City shall make an installment payment in the amount of Five Hundred Fifty-five Thousand, Five Hundred Fifty-five and 55/100 Dollars ($555,555.55) on the following nine (9) anniversaries of the City First Payment Date.

(ii) *Payment of the City Commitment.* To request a payment, the Company shall submit to the City a request for payment using the form attached hereto as **Exhibit C**, and documentation demonstrating that the expenditures for which reimbursement is sought were incurred only for the Project. Payment under this Section 4(b) shall be in accordance with and subject to the provisions of Section 6(b).

(iii) The Company hereby commits to utilize Two Million, Five Hundred Thousand and No/100 Dollars ($2,500,000.00) of the City Commitment to achieve the goals set forth above in Section 3(g)(ii).

(c) Assistance with Permits.

(i) The City and County shall provide a License and Permit Coordinator, as such term is defined in the SLDA, on an as needed basis, during construction of the Project and thereafter.

(ii) To the extent permitted by applicable law and provided the Company has submitted all applicable permit applications and other required information and documents in a materially complete and prompt manner, and without the following being deemed to limit or otherwise shorten any time periods prescribed by law, the County and the City shall, with respect to all permits necessary for the startup of the Project: (i) assist the Company in its communications with all applicable agencies of the County and the City, including, when applicable, encouraging and supporting the timely issuance of all permits required in connection with the startup of the Project; and (ii) use reasonable efforts to (A) cause all permit decisions necessary for the establishment and equipping of the Project to be made within the shortest period of time as reasonably possible following the filing of the applicable and materially complete application in accordance with the applicable statutes and regulations and (B) avoid an Approval Event. The Company agrees to use its best efforts in submitting applications and other documentation to the County and the City for permits, all on a timely basis.

(iii) To the extent permitted by applicable law, and consistent with the manner in which this provision has been similarly applied under the existing SLDA, the County and the City shall waive all of its respective administrative, licensing and permitting fees or charges otherwise payable by the Company, MAA, or any contractor retained by MAA or the Company in connection with construction of the Project or other improvements related to the Project, in connection with its compliance with all applicable local, State and federal laws, rules, regulations, orders, etc., from the Commencement of Construction through the completion of construction of the Project and the directly related improvements to the Project.

(d) Assistance with Tax Exemption. Attached hereto as **Exhibit D** is a copy of a letter from the Revenue Commissioner for Mobile County, the public official whose duties include determining and assessing real property subject to ad valorem taxation, stating that Project improvements owned by MAA will not be subject to ad valorem taxes pursuant to Section 4-3-59, Code of Alabama (1975) as in effect on the date hereof.

(e) Assistance with Tax Abatements. The City shall use its reasonable efforts to encourage the Industrial Development Board of the City of Mobile, Alabama to grant to the Company for the Project statutory noneducational tax abatements pursuant to the Tax Reform Act of 1992, Section 40-9B-1, *et seq.*, Code of Alabama (1975) as amended, as follows: (i) noneducational construction related transaction taxes (sales and use taxes) until the entire Project has been placed in service; and (ii) the noneducational portion of all ad valorem taxes for a period of ten (10) years.

(f) Enhanced Law Enforcement and Fire Protection. The City hereby confirms that it will provide the Project with the law enforcement and fire protection that is outlined in Section 6.7 of the SLDA.

(g) Vendors. The City and County commit to provide the Company's Vendors, as defined in the SLDA, with the same opportunities as set forth in Section 8.3 of the SLDA.

(h) Payments by City and County to MAA. The City and County are parties to that certain Local Party Funding and Participation Agreement Regarding the Site Location and Development Agreement with Airbus Americas, Inc. dated July 12, 2012 (the "Local Party Funding Agreement"). The Parties recognize and acknowledge that the lease referenced in Section 8 of the Local Party Funding Agreement was terminated to allow the MAA to use the facility for its commercial aviation operations at Brookley Field. Notwithstanding the language of such Section 8, the City and County agree to continue making payments for the full fifteen (15) year term contemplated therein.

(i) [Reserved.]

5. Annual Compliance. Within thirty (30) days after the annual anniversary of the County First Payment Date, the Company shall furnish to the County a Certificate of Compliance substantially in the form of **Exhibit E** certifying the Employment Level of the Project for the previous calendar year. Within thirty (30) days after the annual anniversary of the City First Payment Date, the Company shall furnish to the City a Certificate of Compliance substantially in the form of **Exhibit E** certifying the Employment Level of the Project for the previous calendar year. The County and/or City may require the Company to provide such other documentation which the County and/or City deems reasonably necessary to confirm the Company's certification. These reporting and compliance provisions are in addition to the Annual Mobile First Report.

6. Recapture of the County Commitment and the City Commitment. The Company acknowledges that the incentives offered by the County and City hereunder are based, in part, on the estimated economic impact that will be realized from the Company's capital investment, additional payroll and jobs created for the Project, and that those benefits are justified only if the Company fulfills its commitments as described herein. In consideration thereof, the

Company agrees to the following provisions for recapture of the County Commitment and the City Commitment:

(a) County Commitment.

(i) If the Employment Level is not at least equal to seventy percent (70%) of the Initial Jobs Target by the Initial Jobs Target Date, then the total amount of the County Commitment paid to the Company to date shall, upon written demand by the County, be remitted to the County by the Company. In such event, the Company shall receive no further County Commitment payments.

(ii) For any Reporting Year of the Cash Maintenance Period prior to or containing the Final Jobs Target Date during which the Company does not meet an Employment Level at least equal to ninety percent (90%) of the Initial Jobs Target, the Company shall pay to the County an amount equal to the total amount of the County Commitment paid to date multiplied by:

[(90% of the Initial Jobs Target) less (the Employment Level during such Reporting Year)] divided by 90% of the Initial Jobs Target.

(iii) If the Employment Level is not at least equal to seventy percent (70%) of the Final Jobs Target by the Final Jobs Target Date, then the total amount of the County Commitment paid to the Company to date shall, upon written demand by the County, be remitted to the County by the Company. In such event, the Company shall receive no further County Commitment payments.

(iv) For any Reporting Year of the Cash Maintenance Period after the Final Jobs Target Date during which an Employment Level of at least ninety percent (90%) of the Final Jobs Target is not met, the Company shall pay to the County an amount equal to the total amount of the County Commitment paid to the Company to date multiplied by:

[(90% of the Final Jobs Target) less (the Employment Level during such Reporting Year)] divided by 90% of the Final Jobs Target.

(v) Any recapture payment under this Section shall be paid to the County by the Company within thirty (30) days after the Company receives written demand from the County.

(vi) Notwithstanding anything contained herein to the contrary, the maximum recapture amount of the County Commitment that the County may recover from the Company is the County Commitment actually paid to the Company as provided in this Agreement.

(vii) The maximum recapture amount payable to the County for any Reporting Year of the Cash Maintenance Period shall be reduced by any recapture

amount paid to the County with respect to the County Commitment in any prior year of the Cash Maintenance Period.

(viii) The right of the County to recapture the County Commitment shall survive termination of this Agreement.

(b) City Commitment.

(i) If the Employment Level is not at least equal to seventy percent (70%) of the Initial Jobs Target by the Initial Jobs Target Date, then the total amount of the City Commitment paid to the Company shall, upon written demand by the City, be remitted to the City by the Company. In such event, the Company shall receive no further City Commitment payments.

(ii) For any Reporting Year of the Cash Maintenance Period prior to or containing the Final Jobs Target Date during which the Company does not meet an Employment Level at least equal to ninety percent (90%) of the Initial Jobs Target, the Company shall pay to the City an amount equal to the total amount of the City Commitment paid to the Company to date multiplied by:

[(90% of the Initial Jobs Target) less (the Employment Level during such Reporting Year)] divided by 90% of the Initial Jobs Target.

(iii) If the Employment Level is not at least equal to seventy percent (70%) of the Final Jobs Target by the Final Jobs Target Date, then the total amount of the City Commitment paid to the Company to date shall, upon written demand by the City, be remitted to the City by the Company. In such event, the Company shall receive no further City Commitment payments.

(iv) For any Reporting Year of the Cash Maintenance Period after the Final Jobs Target Date during which an Employment Level of at least ninety percent (90%) of the Final Jobs Target is not met, the Company shall pay to the City an amount equal to the total amount of the City Commitment paid to the Company to date multiplied by:

[(90% of the Final Jobs Target) less (the Employment Level during such Reporting Year)] divided by 90% of the Final Jobs Target.

(v) Any recapture payment under this Section shall be paid to the City by the Company within thirty (30) days after the Company receives written demand from the City.

(vi) Notwithstanding anything contained herein to the contrary, the maximum recapture amount of the City Commitment that the City may recover from the Company is the City Commitment actually paid to the Company as provided in this Agreement.

(vii) The maximum recapture amount payable to the City for any Reporting Year of the Cash Maintenance Period shall be reduced by any recapture amount paid to the City with respect to the City Commitment in any prior year of the Cash Maintenance Period.

(viii) The right of the City to recapture the City Commitment shall survive termination of this Agreement.

7. **Grounds for Termination of the Obligations of the County and City.** The obligations of the County and/or City hereunder may be terminated by the County and/or City, as applicable, by providing written notice to the Company, upon the occurrence of any of the following events:

(a) Failure of the Company to Commence Operations by the date set forth in the Project Schedule.

(b) Failure of the Company to meet the Initial Jobs Target by the Initial Jobs Target Date.

(c) Failure of the Company to meet the Final Jobs Target by the Final Jobs Target Date.

(d) Failure of the Company to file any form, certificate, or other documentation required by the terms of this Agreement; provided, however, that the County and/or City shall provide thirty (30) days written notice to the Company of default and an opportunity to cure before terminating.

(e) Failure of the Company to timely pay all amounts required under Section 6 of this Agreement as a result of the Company's failure to maintain any jobs or wage target as required by the terms of this Agreement; provided, however that the County and/or City shall provide thirty (30) days written notice to the Company of default and an opportunity to cure before terminating.

(f) A Change of Control of the Company that occurs in violation of the State Project Agreement, before the expiration of the Cash Maintenance Period.

(g) The determination by the County or City that any representations made by the Company or its agents to induce the County or City or any agency or subdivision thereof to offer incentives to the Company pursuant to this Agreement are not true in any material respect.

(h) Failure of the Company to fulfill any other material obligation of this Agreement.

Should either the County or the City exercise its right to terminate as described in this Section 7, all County Commitment funds or City Commitment funds, as applicable, paid to the Company pursuant to this Agreement shall be immediately due and payable by the Company to the County and/or the City, as applicable. The County and the City each reserve all rights and claims they may have against the Company, whether arising under the terms of this Agreement or under Alabama law, and each reserves the right to pursue any such rights or claims against the Company.

8. **Grounds for Suspension of the Obligations of the County and City.** The obligations of the County and/or City hereunder may be suspended by the County and/or City, as applicable, by providing written notice to the Company, upon the failure of the Company to submit an Annual Mobile First Report. After any such failure, the County and/or City shall provide thirty (30) days written notice to the Company and provide the Company with an opportunity to cure before declaring a default.

9. **Costs and Expenses.** Each Party agrees to pay its own costs and expenses incurred in connection with the proposals, responses, and negotiation of the transactions contemplated herein, including all costs and expenses incurred in connection with the preparation of any studies or reports, surveys or approvals for this Agreement or otherwise.

10. **No Impact on SLDA**. The terms and conditions of this Agreement shall in no way impact, impair, limit or reduce any of the rights, covenants, warranties and representations set forth in the SLDA.

11. **Assignment.** This Agreement is not assignable, except that the Company shall have the right at any time to assign this Agreement or any part hereof if such assignment is part of a transfer of substantially all of the Company's assets related to the Project. In the event of such assignment, the Company shall give the County and City written notice at least ten (10) days prior to the effective date of such assignment. Any assignee must agree in writing to assume the obligations of the Company under this Agreement. In the event of such an assignment the Company hereby agrees to continue to be responsible for the performance of the obligations of the Company under this Agreement unless specifically excused therefrom by the County and/or City, to be expressed in writing and signed by an authorized representative of the County and/or City, as applicable. The above-mentioned notice must contain sufficient documentation to satisfy the County and/or City that the proposed assignee has agreed to perform all obligations required of the Company under this Agreement. In the absence of written notice by the Company that meets the requirements above, the Agreement shall not be assignable. Nothing herein shall prohibit the Company from assigning this Agreement through a merger or otherwise by operation of law.

12. **Further Assurances.** The County and City each agree to do all things and take all actions permitted by law required by this Agreement. The Company agrees to do all things and take all actions permitted by law required by this Agreement.

13. **Section Titles and Headings.** The section titles and headings of this Agreement are for convenience only and do not define, modify or limit any of the terms and provisions hereof.

14. **Survival of Representations and Warranties.** The representations, warranties, and covenants made by each of the Parties hereto and contained herein shall survive the performance of any obligations to which such representations, warranties, and covenants relate.

15. **Waivers.** Waiver of any of the obligations of any Party under this Agreement will be effective only when stated in writing and signed by the waiving Party. No delay or omission to exercise any right or power by any Party shall be construed to be a waiver. In the event any provision is waived by a Party, such waiver shall not be deemed to waive any other provision. To the extent that any Party's performance is subject to any regulatory or governing body approvals

or requires approval by qualified electors under applicable law, that Party or those Parties shall have no obligation to perform and shall not be liable for non-performance, unless and until such regulatory or governing body approves or authorizes such performance, or such approval of the qualified electors is obtained; provided, however, all Parties affected shall use their best reasonable efforts to secure such approval or authorization.

16. Time is of the Essence. The Parties acknowledge and agree that time is of the essence in the performance of their respective duties under this Agreement.

17. Notices. All notices required by, or arising out of, or related to this Agreement shall be sent by United States Mail, first class postage affixed, addressed to the receiving Party as described below:

To the County:

Mr. Glenn L. Hodge
Mobile County Administrator
Mobile County Commission
Post Office Box 1443
Mobile, Alabama 36633

With a copy to:
Jay Ross, Esq.
Adams and Reese LLP
11 North Water Street, Suite 23200
Mobile, Alabama 36602

To the City:

City of Mobile
Office of City Clerk
Mobile Government Plaza
9th Floor, South Tower
205 Government Street
Mobile, Alabama 36644

With a copy to:
Honorable William S. Stimpson
Mayor of the City of Mobile
Post Office Box 1827
Mobile, Alabama 36633

With a copy to:
Britton Bonner, Esq.
Adams and Reese LLP
11 North Water Street, Suite 23200
Mobile, Alabama 36602

To the Company:

Airbus Americas, Inc.
320 Airbus Way
Mobile, Alabama 36615
Attn: Vice President and
General Manager

With a Copy to:
Airbus Americas, Inc.
Wasser Terrace, Suite 9100
Herndon, Virginia 20171
Attn: General Counsel

With a Copy to:
Warren C. Matthews
Burr & Forman LLP
445 Dexter Avenue, Suite 2040
Montgomery, Alabama 36104
Telephone: (334) 241-7000

or to such other address as the receiving Party shall have most recently forwarded to the sending Party pursuant to the provisions of this Section 17.

18. Indemnification. The Company shall release, save, hold harmless, and indemnify the County and City, their elected officials, officers, employees, and agents (collectively, the "Indemnified Parties") from and against any and all third party claims arising from the performance of any obligation herein, or arising from or in connection with any activity

of the Company or any of the Company's agents, contractors or employees in connection with the Project, and from and against all costs, attorney fees, expenses and liabilities incurred in the defense of any such claim or any action against the Indemnified Parties, or any of them individually, by reason of any such claim, and the Company, upon notice from the County or City, shall defend the same at the Company's expense by counsel reasonably satisfactory to the County and/or City as the case may be. The foregoing indemnity obligation shall include, but is not limited to, indemnification of the Indemnified Parties against any claim for payment brought by any contractor, subcontractor, materialman, supplier, laborer, design professional or the like in connection with work, labor and/or materials supplied in connection with the improvements of the Project. The foregoing indemnity obligation shall survive the expiration or earlier termination of this Agreement.

19. Entire Agreement; Amendment. This Agreement, except as expressly noted herein, is the entire agreement and supersedes all prior and collateral communications and agreements of the Parties relating to the subject matter hereof. This Agreement may be amended only by a written modification executed by duly authorized representatives of each of the Parties.

20. Press Releases. To the extent permitted by applicable law, the County and City each agrees to cooperate fully to coordinate with the Company in connection with all press releases and publications concerning the Project.

21. Binding Effect; Change in Law. This Agreement and all terms, provisions and obligations of the Company herein are binding upon and shall inure to the benefit of the Company and its permitted successors and assigns. This Agreement and all terms, provisions and obligations of the County and the City herein are binding upon and shall to the extent provided by the terms of this Agreement inure to the benefit of the County and the City, as the case may be, and all other agencies, departments, divisions, governmental entities, public corporations and other entities acting on behalf of the County or the City. In the event of a change in law after the Effective Date, the result of which would be to lessen or remove from the Project the economic benefit of any incentives provided hereunder, the County and the City shall enter into good faith discussions for the purpose of seeking a mutually acceptable way, to the extent permitted by law, to provide the Company either with an exemption from the law as so changed or another incentive having equivalent economic effect to the benefit so lessened or removed.

WHEREFORE, the Parties hereto, intending to be legally bound by the provisions herein set out, have caused this Agreement to be signed and delivered by their duly authorized representatives.

Remainder of Page Intentionally Left Blank

AIRBUS AMERICAS, INC.

By: _____

Name: C. Jeffrey Knittel

Title: Chairman and CEO

Date: May 11, 2023

ATTEST:

Glenn L. Hodge
County Administrator

MOBILE COUNTY COMMISSION

Connie Hudson, Commission President

ATTEST:

Lisa C. Lambert
City Clerk

CITY OF MOBILE, ALABAMA

William S. Stimpson, Mayor

EXHIBIT A

PROJECT SCHEDULE

(Excerpt from State Project Agreement)

1. PROJECT TARGET DATES:

a.	Commencement of Construction:	September 30, 2023
b.	Commencement of Operations:	December 31, 2024
c.	Capital Investment Target Date:	December 31, 2025
d.	Initial Jobs Target Date:	December 31, 2026
e.	Final Jobs Target Date:	December 31, 2029

2. DEADLINE TO START FIRST REPORTING YEAR:

a.	Jobs Credit:	July 1, 2027
b.	Investment Credit:	July 1, 2027

3. COMPLIANCE DUE DATES:

a. Form Comp-1: not later than 45 days following Commencement of Operations

b. Annual Compliance Report: not later than 45 days following the last day of each Reporting Year

The first day of the first Reporting Year for the Jobs Credit and Investment Credit may occur in different years but must occur on the calendar quarter date of July 1.

Any change to the Project Schedule occurring after the Effective Date shall require approval by the Secretary. Any such approved Project Schedule change shall be acknowledged in writing by the Company and the Secretary.

EXHIBIT B

MOBILE FIRST INITIATIVE FOR THE MOBILE AREA BUSINESS COMMUNITY

(attached)

Mobile Chamber

MOBILE FIRST

ABOUT

Mobile First is an initiative of the Mobile Chamber that supports local businesses by encouraging the use of local contractors, services, suppliers and workforce in advancing new business investment and expansion projects in the community.

Supported by the many economic development partners of Team Mobile, Mobile First will expand access to jobs and economic opportunities for area residents and businesses. Economic research proves dollars spent locally are significantly more impactful in creating local jobs and wealth than spending with outside firms.

Mobile First is a pledge and not legally binding. It is intended to positively influence the culture of doing business in Mobile, where local businesses, including historically disadvantaged businesses, are given greater consideration. It will also help identify opportunities for growth and capacity-building among local businesses to become more successful in competitive bids.

The Mobile First pledge should be acknowledged by signature and included in all applications to the City Industrial Development Board (IDB) or the County Industrial Development Authority (IDA) requesting statutory incentives.

For other projects, the Mobile Chamber is a coordinating resource for promoting Mobile First. The guidelines can be included in bid specifications, requests for proposals (RFPs) and requests for qualifications (RFQs) for both public (to the extent permitted by law) and privately financed projects.

GOALS AND GUIDELINES

Project Commencement

Mobile First prioritizes communication and transparency at the project outset. For capital projects that are awarded statutory tax incentives, the awardee commits to hosting a Mobile First community orientation meeting within 4 weeks of IDB or IDA approval, coordinated by the Mobile Chamber.

Contracting Goals

For contracts related to construction projects and capital improvements, Mobile First establishes these goals:

- A minimum of 50% local business participation in all contracts
- A minimum of 15% combined disadvantaged business participation or veteran-owned business participation in all contracts
- All contractor and subcontractor awardees will be Equal Opportunity Employers

Hiring Goals

Upon occupancy and commencement of operations, Mobile First establishes this goal:

- A minimum of 75% of new hires will be local residents, with the exception of headquarters or certain back-office operations that require the relocation of personnel

Contract awardees are expected to hire only qualified personnel to fill openings and are encouraged to consider opportunities for apprenticeship programs or on-the-job training for entry-level employees. For more information on available workforce development incentives and programs, please contact the Mobile Chamber.

Suggested Incentives

The goals of Mobile First should be considered in issuing bid requests and RFPs/RFQs. Incorporating quantifiable incentives is a recommended approach. Examples:

- On contracts awarded through a bid process, a 5% minimum discount could be applied for local businesses
- On contracts awarded based on a point system, i.e., RFP/RFQ, 5 preference points could be awarded for local business qualification on a 100-point scale
- Proportionate discounts or preference points could be applied for non-local businesses that have participation from local contractors, i.e., joint ventures or suppliers

Reporting

The Mobile Chamber will collect data to track the success of the initiative. The awardee will be asked to submit a report to the Mobile Chamber documenting the implementation of Mobile First, quantifying the achievement of its metrics, either a) 12 months after award or b) after occupancy, whichever is earliest.

Note: If at least three qualified local businesses in the industry, trade or profession that constitute a major category of work do not exist, the guideline is waived. This should be explained in reporting. The information is valuable to the Chamber in identifying opportunities to build local labor and supplier networks.

DEFINITIONS

Local business: For purposes of this initiative, a business with a substantial presence within a 50-mile radius from the City of Mobile and has employees who work from a location that has been operational for at least 12 months within the local area.

Local resident: Individual who maintains their primary residence within a 50-mile radius of the City of Mobile.

Disadvantaged Business: Businesses where socially and economically disadvantaged individuals own at least 51% interest and control management and daily operations. African Americans, Hispanics, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans and women are presumed to be socially and economically disadvantaged. Other individuals can also qualify as disadvantaged on a case-by-case basis.

Veteran-owned business: Business where a veteran or veterans own at least 51% interest and also control management and daily operations. A veteran is an individual who has served in active duty for the U.S. Army, Navy, Air Force, Marine Corps or Coast Guard and has not been dishonorably discharged.

STATEMENT OF ACKNOWLEDGEMENT

When making decisions regarding construction contracts, service contracts, equipment purchases, general procurement and hiring, a good faith effort to meet the local-sourcing goals and metrics of Mobile First is acknowledged.

_____

On behalf of

_____

Applicant (print)

_____ _____

Applicant (signature) Date

EXHIBIT C

REQUEST FOR PAYMENT

DATE: _____

TO: _____
_____
_____

FROM: AIRBUS AMERICAS, INC.

RE: PROJECT RAMP

PROJECT AGREEMENT DATED: _____

AMOUNT REQUESTED: $_____

Pursuant to the Project Agreement for this Project, Airbus Americas, Inc. ("Company") hereby requests payment in the amount specified above. Recipient certifies that the Commencement of Operations date was _____ ___, 202_, and that all other conditions for payment under the terms of the Project Agreement have been satisfied and that the expenditures for which reimbursement is being requested qualify for reimbursement under the Project Agreement and that each has been paid either directly by the Company, Mobile Airport Authority or an affiliate thereof. Submitted with this request for payment are invoices or other evidence of documentation of these costs and the payment thereof.

AIRBUS AMERICAS, INC.

By: _____
Title: _____

EXHIBIT D

LETTER FROM MOBILE COUNTY REVENUE COMMISSIONER

Kim Hastie
Revenue Commissioner
Mobile County
P.O. Box 1169
Mobile, Alabama 36633-1169

_____ ___, 2023

Mobile Airport Authority
1891 Ninth Street
Mobile, Alabama 36655

RE: Airbus Project Ramp

Dear Ladies and Gentlemen:

The office of Revenue Commissioner is an elected office created by state statute which consolidates the duties of Tax Collector and Tax Assessor. In my official capacity, I follow state law in determining which properties are subject to or exempt from assessment for and collection of ad valorem taxes.

The Mobile Airport Authority ("MAA") was incorporated pursuant to Alabama Code (1975), § 4-3-1, et seq. Section 4-3-59 provides in part that, "[a]ll property and income of the Authority shall be exempt from state, county, municipal and other local taxation...." As such, my office recognizes this exemption and does not require assessment of real property owned by MAA for ad valorem taxes.

I understand that Airbus Americas, Inc. or an assignee (collectively, "Airbus") and MAA may enter into an agreement and lease by which MAA will construct on its property another final assembly line facility (the "Facility") to assemble and equip aircraft and then lease the Facility to Airbus. I understand that you expect that MAA will retain title to the Facility and that the terms of the lease will cause MAA to be treated as the owner of the Facility for federal income tax purposes. If MAA remains the owner of the Facility for purposes of federal income taxes the property will be exempt from ad valorem taxes.

The representations made in this letter are based on the factual assumptions set out herein and on existing law.

Sincerely,

Kim Hastie
Revenue Commissioner

EXHIBIT E

CERTIFICATE OF COMPLIANCE

The undersigned officer of AIRBUS AMERICAS, INC. ("Company") hereby certifies to the [CITY OF MOBILE ("City")/MOBILE COUNTY, ALABAMA ("County")] that he or she has knowledge of the facts set out below and does hereby certify as follows:

1. That the Company, County and the City did enter into that certain Project Agreement dated _____ __, 2023 (the "Agreement").

2. Pursuant to Section 5 of the Agreement, the Company is required to file this Certificate of Compliance on an annual basis.

3. The undersigned hereby certifies on behalf of the Company that, as of _____ __, 20__, which is the ___ anniversary of the [County/City] First Payment Date, the Employment Level for the previous calendar year was _____ Full-Time Employees.

4. Capitalized terms not defined in this certificate have the respective meanings as provided in the Agreement.

AIRBUS AMERICAS, INC.

_____

[Name], [Title]

Date:_____

AGENDA ITEM SUMMARY SHEET

Agenda of: March 17, 2026

Submitted by:
Ricardo Woods, City Attorney

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
Authorize the Federal Trade Zone (FTZ) Operator Agreement with Nudraulix DK LOK USA

Amount of Contract:

Funding Source

ATTACHMENTS:
1. Resolution - FTZ Operator Agreement Nudraulix DK LOK USA
2. Nudraulix DK LOK FTZ Agreement.v3

REVIEWERS:
Patricia Primm
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are authorized to execute and attest, respectively, for and on behalf of the City of Mobile, the Foreign Trade Zone Operator Agreement for operator services between the City of Mobile and Nudraulix, Inc.-DK-LOK USA, 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

FOREIGN-TRADE ZONE OPERATOR AGREEMENT

THIS AGREEMENT is made and entered into on this the __ day of _____, 2026, the City of Mobile, an Alabama Class 2 municipal corporation; hereinafter referred to as "City" or "Grantee", and Nudraulix, Inc. – DK-LOK USA qualified to do business in Alabama hereinafter referred to as "Operator".

WITNESSETH:

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

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

WHEREAS, certain facilities of Operator, said facilities including but not limited to 311 ARI Ct., Mobile, AL 36607, are within, have been, or shall be designated as foreign-trade zone sites by a grant of authority issued by, or to be issued by, the Foreign-Trade Zones Board, such site or sites to be singularly or collectively referred to as "Site;" ; and

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

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

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

I. AUTHORITY GRANTED/ACCEPTED

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

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

II. EFFECTIVE DATE AND DURATION OF AGREEMENT

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

III. STANDARDS OF OPERATION

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

3.2 Right of Entry: City, its contracted Administrator, the Bureau of Customs and Border Protection, the Foreign-Trade Zones Board, and any other federal, state, county, or local authority, or their authorized agents or representatives, shall have the right to enter the Site at all

reasonable times, to inspect the Site and to ensure that all activities conform to the operating standards promulgated by City and the requirements of this Agreement. City or its contracted Administrator shall provide Operator with forty-eight (48) hours prior to its entry for inspection. Where possible, any such entry shall be limited to normal working hours and shall be made in accordance with the established security procedures of Operator. Operator shall have no claim against City or its contracted Administrator for interference with Operator's interests during such period of entry.

IV. RECORD KEEPING

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

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

4.3 Notification: Operator shall promptly notify City and its contracted Administrator of any audit, investigation, or additional reporting requirements instituted by the Bureau of Customs and Border Protection, the Foreign-Trade Zones Board, or any federal, state, county, or local governmental agency which concerns foreign-trade zone operations within the Site. Operator

agrees to furnish copies to City of all such requests for documentation, together with any response thereto.

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

4.5 Conformance: In the event it is determined that the operations of Operator are not in conformance with the requirements of City, the Bureau of Customs and Border Protection, or the Foreign-Trade Zones Board, Operator agrees to take whatever steps are necessary to immediately remedy the situation. In the event the deficiency cannot be corrected within five (5) working days after notification, Operator shall prepare a written plan of performance outlining the measures to be taken to ensure conformance with said requirement and the time period required therefor, which shall be subject to approval by City.

4.6 Retention: Operator shall retain all receiving, shipping, financial, and accounting records concerning foreign-trade zone operations for five (5) years after the date of the act or occurrence. All such records shall be made available for inspection and audit by any appropriate governmental agency, City, or its contracted Administrator during normal business hours. Notwithstanding any of the foregoing, any of the information regarding the Operator shall be kept confidential by the City or its contracted Administrator and shall not be disclosed to any other person, except for disclosure of such information as shall be required under federal, state, or local laws. The City agrees to provide advance written notice to the Operator or any intended disclosure, and to allow the Operator thirty (30) days to object and to take judicial and/or administrative measures to support the confidentiality of the information.

V. ADVERTISING

5.1 City reserves the right on behalf of itself and its contracted Administrator to advertise the fact that Operator is a foreign-trade zone user in general promotions for Foreign-Trade Zone No. 82.

VI. OPERATOR FEES

6.1 Operator Fees: Operator agrees to pay the City's contracted Administrator certain fees in accordance with the terms of Exhibit "A", which is attached hereto and incorporated herein by reference. Operator agrees to pay to Administrator interest at the rate of one and one-half (1 1/2%) per month on all sums not received by the due date. In addition, any sums not received by Administrator by the due date shall constitute a breach of this Agreement and shall give rise to any of the remedies provided for by this Agreement. Notwithstanding the foregoing, no interest shall be due and no breach of this Agreement occur until ten (10) days after City or its contracted Administrator has provided Operator with written notice that said fees are due and unpaid.

VII. INDEMNIFICATION

7.1 Hold Harmless: It is an express condition of this Agreement that Operator shall protect, defend, indemnify, and hold harmless City, its elected officials, directors, officers, agents, representatives, and employees, from and against any and all liabilities, charges, demands, suits, claims, losses, fines, expenses or judgments arising by reason of the injury or death of any person, or loss or damage to any property, from any cause and of any nature whatsoever arising out of, or incidental to this Agreement or activities or operations on the Site. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

Further, Operator agrees to indemnify and hold City, its elected officials, directors, officers, agents, representatives, and employees harmless from any fines, fees, penalties, damages, claims, expenses, or causes of action of any nature whatsoever arising out of any act, omission or incident of Operator or their officers, representatives, agents, employees, contractors, subcontractors, licensees or invitees including but not limited to, such fines, duties, liquidated damages or penalties as might be assessed by the Bureau of Customs and Border Protection. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

Operator shall post and maintain for the duration of this Agreement a Customs Bond, at Operator's sole expense, in such amount as shall be determined by the Bureau of Customs and Border Protection.

VIII. INSURANCE

8.1 Operator agrees to obtain and continuously maintain in effect during the term of this Agreement and any extension thereof, insurance against such risks as are customarily insured against by businesses of like size and type, paying as the same come due all premiums with respect thereto, with a uniform standard extended coverage endorsement limited only as may be provided in the standard form of extended coverage at the time in use in the State of Alabama. All such policies shall be obtained and maintained in generally recognized, responsible insurance companies qualified under the laws of the State of Alabama to assume the risks undertaken. Operator shall obtain and continuously maintain in effect during the term of this Agreement comprehensive public liability insurance with respect to its use and occupation of the Site with limits sufficient to reasonably cover all activities of Operator, but in no event less than One Million ($1,000,000.00) Dollars per occurrence as to bodily injury, including death, and damage to property, with an aggregate limit of Three Million ($3,000,000.00) Dollars, such limits can be a combination of primary and excess coverage. All such policies required herein shall name as addition insureds, to the full extent of the coverage, City, its elected officials, directors, officers, agents, and employees. Operator shall provide a certificate of insurance to City, and Operator shall endeavor to give City thirty (30) days advance, written notification of any cancellation or modification of the policy.

IX. TERMINATION

9.1 Default: In the event of Operator's breach of any of the provisions of this Agreement, City shall give to Operator written notice of default. In the event said default is not remedied within thirty (30) days from the date of notice of default, City shall have the right to terminate this Agreement. City reserves the right to assert whatever remedies are available, in equity or at law, to collect any sums due hereunder, to enforce any provisions of this Agreement, to collect damages for breach of contract, or to effect or obtain any other available remedy.

An assignment for the benefit of creditors, the appointment of a receiver, any proceedings in bankruptcy, whether voluntary or involuntary, or any act of Operators insolvency shall be deemed to be a breach of this Agreement.

9.2 Attorneys' Fees: Operator agrees to pay reasonable attorneys' fees and all reasonable costs of legal proceedings if it becomes necessary to employ an attorney or legal process to

collect any amounts due hereunder or to enforce any provisions of this Agreement upon default by Operator.

9.3 Withdrawal of Grant: If the Foreign-Trade Zone grant to City should be revoked or canceled, this Agreement shall terminate upon notification by City, and Operator shall have no claim against City by reason of such revocation or termination, and Operator shall have no further interest in the subject matter of this Agreement, except to remit to City's contracted Administrator such sums as may be due pursuant to this Agreement before the date of such revocation or cancellation. The City agrees to immediately notify the Operator of the revocation or cancellation and to cooperate in the Operator's efforts to obtain transfer of sponsorship to another eligible foreign trade zone grantee.

X. NOT JOINT VENTURER

10.1 City, its contracted Administrator, and Operator are not, and shall never be considered as, joint venturers, partners, or agents of each other, and none shall have the power to bind or obligate the other except as set forth in this Agreement.

XI. NONDISCRIMINATION

11.1 Nondiscrimination: Operator, for itself, its successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree to use it best efforts to comply with all applicable Federal, State, and Municipal anti-discrimination laws and regulations.

XII. MISCELLANEOUS

12.1 Waiver: No failure of any party hereto to exercise any right or power given it hereunder, or to insist upon strict compliance by any other party hereto of any obligations hereunder, and no custom or practice at variance with the terms hereof, shall constitute a waiver of any party's right to demand exact compliance with the terms hereof.

12.2 Integration: This Agreement contains the entire agreement of the parties, and no representation, inducement, promise, or agreement, oral or otherwise, not embodied herein shall be of any force or effect, and cannot be altered or amended except in writing and signed by all parties hereto. The terms of this Agreement take precedence over any conflicting provisions contained in the Zone Schedule issued by City.

12.3 Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns. Provided, however, that this paragraph is in no way to be construed as granting to Operator the right to assign this Agreement or any interest herein without the express prior written approval of City.

12.4 Nonassignability: Operator shall not assign this Agreement or any interest hereunder to any other party without the prior written approval of City.

12.5 Construction: This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, except where federal law has preempted such application. If any provision of this Agreement, is held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect the validity of any other provision of this Agreement which shall continue in full force and effect.

12.6 Jurisdiction and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.

12.7 Notices: All notices required or permitted by this Agreement, unless otherwise provided, shall be mailed to the City's contracted Administrator by first class mail at the following address:

Mobile Foreign-Trade Zone Corporation
3705 Riviere du Chien Road
Mobile, Alabama 36693

Copy to: City Clerk, City of Mobile, Alabama
PO Box 1827
Mobile, AL. 36633-1827

All notices required or permitted by this Agreement, unless otherwise provided, shall be mailed to Operator by first class mail at the following address:

Wade Davis

COO Nudraulix, Inc. – Dk-Lok USA

(251-471-1591)

Email wade.davis@dklokusa.com

Copy to: Secondary Contact Person : Stephanie Barnett
Stephanie.barnett@dklokusa.com

IN WITNESS WHEREOF, the parties hereto set their hands on the date first written above.

CITY OF MOBILE

_____

BY: Spiro N. Cheriogotis
Mayor

(Nudraulix, Inc. – Dk-Lok USA)

Wade Davis

BY: WADE DAVIS
Its: COO

Attest:

_____

Lisa Carroll
City Clerk

Exhibit "A"

Mobile Foreign-Trade Zone
Schedule of Non-Manufacturing Fees

OPERATOR FEE

Amount:

Option A: $35.00 per transaction; or

Option B: $833.33 per month, which includes 40 transactions per month. An additional fee shall be charged for each transaction over 40 transactions as follows:

Transactions 41 through 60	$20.00 each
Transactions 61 through 100	$15.00 each
Transactions 101 and over	$10.00 each

Option C: $2000.00 per month, which includes an unlimited number of transactions.

Payable: Fixed monthly fee is due and payable in advance on the first day of each month. Transactions fees are due and payable thirty (30) days from the date of invoice. Operator fees commence upon activation by the U.S. Customs Service.

For: Routine Foreign-Trade Zone operations

Mobile Foreign-Trade Zone
Schedule of Fees for
Manufacturing/Production Operators

ANNUAL OPERATOR FEES

The fee for the first year of operations shall be $15,000.00.

The fee for each subsequent year shall be determined by the level of Zone-related activity for the previous year.

Annual fees shall commence upon the date of approval for activation by U.S. Customs and Border Protection.

Annual Value of Merchandise	**Annual Fee**
Less than $50,000	$0
$50,000 to $1,999,999	$5,000.00
$2 million to $4,999,999	$10,000.00
$5 million to $9,999,999	$15,000.00
$10 million to $25 million	$20,000.00
Over $25 million	$25,000.00

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: March 17, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to JJ Quality Homes LLC for storm drainage vegetation and debris removal - 3280 Dauphin Street to Dauphin Street at East I-65 Service Road North.

Amount of Contract:
$29,584.00

Funding Source
General fund.

ATTACHMENTS:
1. 20260312 JJ Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 17 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 J J Quality Homes LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to JJ Quality Homes LLC for storm drainage vegetation and debris removal - 3280 Dauphin Street to Dauphin Street at East I-65 Service Road North.

General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $29,584.00

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:

_____

_____

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
9329	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – 3280 DAUPHIN STREET TO DAUPHIN STREET AT EAST I65 SERVICE ROAD NORTH (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	$29,584.00	(298831) J J QUALITY HOMES LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00009329-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2096.2070.0000.0000.42155. Review: Buyer: 9105paij Status: Released Page 1

Vendor	Ship To
J J QUALITY HOMES LLC 358 MCMILLAN AVE MOBILE, AL 36604 US Tel#2517215800	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
03/11/26	298831				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT #VEG-2026-2070-55 3280 DAUPHIN ST TO DAUPHIN ST Additional Description Notes --- DISTRICT 1	1.00 EACH	29584.00000	29584.00
	1 1000.40.20.2070.2096.2070.0000.0000.42155.			29584.00

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 29584.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155.	29584.00	4142933.51
STORMWATER EXP DITCH MAINTENANCE		

Bill To	Requisition 00009329-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2096.2070.0000.0000.42155.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
J J QUALITY HOMES LLC	PUBLIC WORKS ADMIN.
358 MCMILLAN AVE	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
MOBILE, AL 36604	ASHLEY.ADAMS@CITYOFMOBILE.ORG
US	
Tel#2517215800	
	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
03/11/26	298831				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Approved	03/12/26	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	03/12/26	SHONNDA SMITH	
Approved	03/12/26	CHERI BOUCHER	Auto approved by: 910518244
Queued	03/12/26	DONALD ROSE	Auto approved by: 910518244
Queued	03/12/26	SANDRA LEWIS	Auto approved by: 910518244
Queued	03/12/26	STEVEN KRONINGER	Auto approved by: 910518244
Queued	03/12/26	SAMANTHA COOLEY	Auto approved by: 910518244
Queued	03/12/26	JAMES NEESE	Auto approved by: 910518244
Queued	03/12/26	PATRICIA KENNEDY-JONES	Auto approved by: 910518244
Queued	03/12/26	REBECCA CRUMPLER	Auto approved by: 910518244
Queued	03/12/26	ANNE FOLEY	Auto approved by: 910518244
Queued	03/12/26	JOHN PAINE	Auto approved by: 910518244

Authorized By: _____ Date: _____
Signature

Company Name	Contact	Email Address	E-Verify	Insurance	COM BL	Vendor Number
A & D Cromwell Concrete	Anthony Cromwell	anthonycromwell768@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

TABLE OF CONTENTS

DEFINITIONS	ITEM I
INSTRUCTIONS TO CONTRACTORS	ITEM II
PROJECT SCOPE	ITEM III
QUOTE PROPOSAL	ITEM IV
CERTIFICATE OF CONTRACTORS INSURANCE	ITEM V
SPECIAL PROVISIONS	ITEM VI
ARTICLES OF AGREEMENT	ITEM VII
SUPPLEMENTAL SPECIFICATIONS	ITEM VIII
REGULATORY REQUIREMENTS AND TAX EXEMPTIONS	ITEM IX
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 provides 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

ACORD

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:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYER'S' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

SAMPLE

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

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:

Print Name:

Date:

Signature:

Print Name:

Date:

WITNESSED BY:

Signature:

Print Name:

Address:

Date:

Signature:

Print Name:

Address:

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.

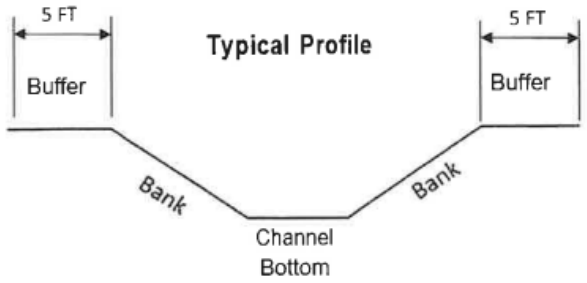
The MUTCD can be found at https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm.

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

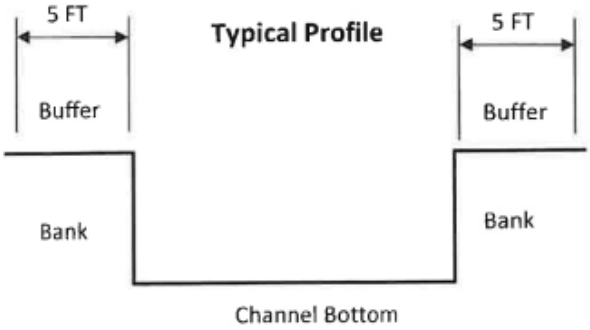
Ditch Maintenance Standards

Trapezoidal Ditch Maintenance Standards



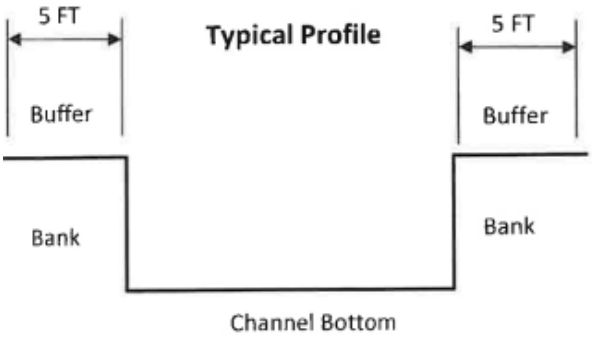
Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



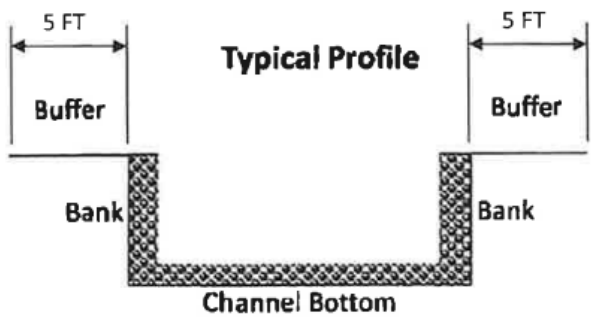
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



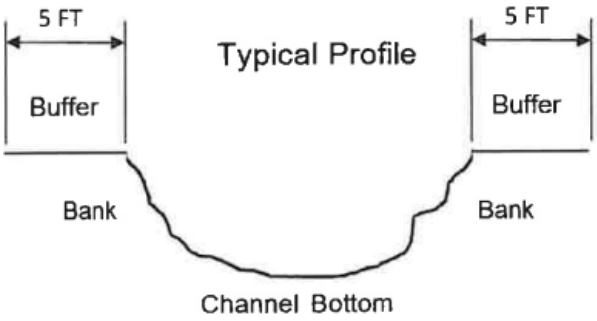
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

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 17, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Major League Landscaping LLC for storm drainage vegetation and debris removal - Westhaven Drive South to Prospect Drive.

Amount of Contract:
$19,292.70

Funding Source
General fund.

ATTACHMENTS:
1. 20260312 Major Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 17 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 Major League Landscaping LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Major League Landscaping LLC for storm drainage vegetation and debris removal - Westhaven Drive South to Prospect Drive.
General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $19,292.70

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:

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
9326	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – WESTHAVEN DRIVE SOUTH TO PROSPECT DRIVE (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	$19,292.70	(300091) MAJOR LEAGUE LANDSCAPING LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00009326-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2096.2070.0000.0000.42155. Review: Buyer: 9105paij Status: Approved Page 1

Vendor	Ship To
MAJOR LEAGUE LANDSCAPING LLC 7370 BORDER CIRCLE N MOBILE, AL 36608 Tel#251-404-3779	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
03/11/26	300091				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT #VEG-2026-2070-54 5913 WESTHAVEN DR S TO PROSPECT DR Additional Description Notes --- DISTRICT 7	1.00 EACH	19292.70000	19292.70
1	1000.40.20.2070.2096.2070.0000.0000.42155.			19292.70

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 19292.70

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

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155.	19292.70	4142933.51
STORMWATER EXP DITCH MAINTENANCE		

Bill To	Requisition 00009326-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2096.2070.0000.0000.42155. Review: Buyer: 9105paij Status: Approved Page 2

Vendor	Ship To
MAJOR LEAGUE LANDSCAPING LLC 7370 BORDER CIRCLE N MOBILE, AL 36608 Tel#251-404-3779	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
03/11/26	300091				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Approved	03/12/26	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	03/12/26	SHONNDA SMITH	
Approved	03/12/26	CHERI BOUCHER	Auto approved by: 910518244
Approved	03/12/26	DONALD ROSE	Auto approved by: 9105paij
Approved	03/12/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	03/12/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	03/12/26	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	03/12/26	JAMES NEESE	Auto approved by: 9105paij
Approved	03/12/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	03/12/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	03/12/26	ANNE FOLEY	Auto approved by: 9105paij
Approved	03/12/26	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

Company Name	Contact	Email Address	E-Verify	Insurance	COM BL	Vendor Number
A & D Cromwell Concrete	Anthony Cromwell	anthonycromwell768@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

TABLE OF CONTENTS

DEFINITIONS	ITEM I
INSTRUCTIONS TO CONTRACTORS	ITEM II
PROJECT SCOPE	ITEM III
QUOTE PROPOSAL	ITEM IV
CERTIFICATE OF CONTRACTORS INSURANCE	ITEM V
SPECIAL PROVISIONS	ITEM VI
ARTICLES OF AGREEMENT	ITEM VII
SUPPLEMENTAL SPECIFICATIONS	ITEM VIII
REGULATORY REQUIREMENTS AND TAX EXEMPTIONS	ITEM IX
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 provides 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

ACORD

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:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYER'S' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

SAMPLE

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

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:

Print Name:

Date:

Signature:

Print Name:

Date:

WITNESSED BY:

Signature:

Print Name:

Address:

Date:

Signature:

Print Name:

Address:

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.

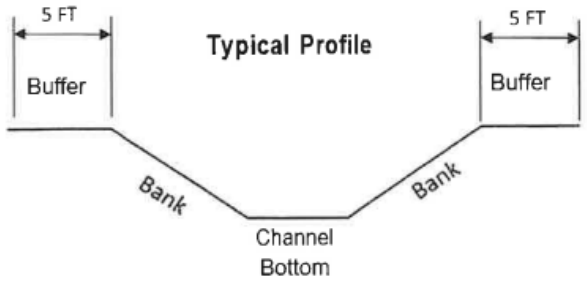
The MUTCD can be found at https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm.

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

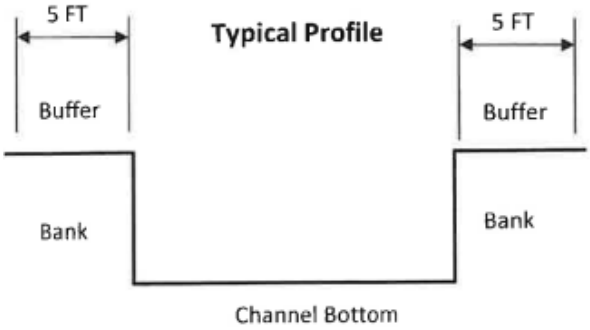
Ditch Maintenance Standards

Trapezoidal Ditch Maintenance Standards



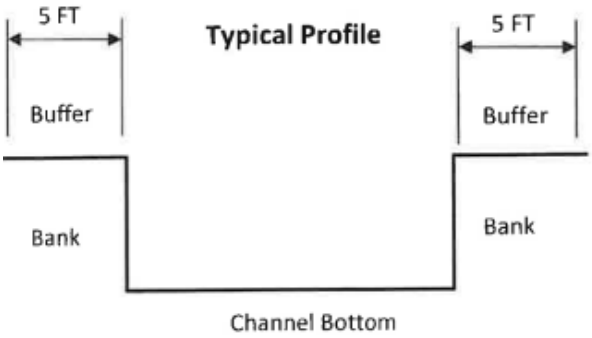
Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



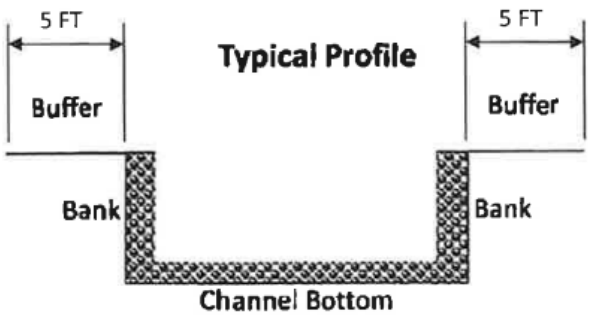
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



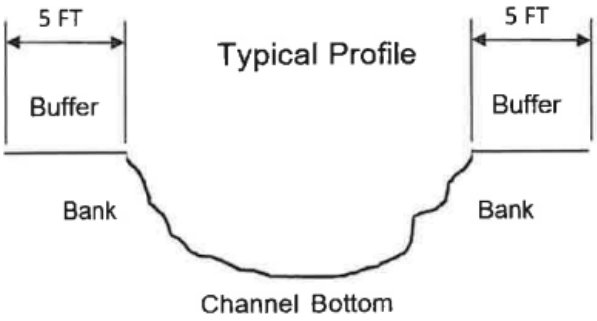
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

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 17, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to McSweeney Auto Group Clanton for two 2026 Chevrolet Express 3500 15-passenger vans for MPD

Amount of Contract:
$94,890.80

Funding Source
General fund

ATTACHMENTS:
1. 20260311 McSweeney Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 17 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 McSweeney Auto Group Clanton LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to McSweeney Auto Group Clanton for two 2026 Chevrolet Express 3500 15-passenger vans for MPD
General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $94,890.80

FUNDING SOURCE:

Budget Item: See Requisitions Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: AL State contract

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

How many bidders submitted bids (if applicable): na

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

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
8653	2026	(2050) FLEET MAINTENANCE-GARAGE	TWO 2026 CHEVROLET EXPRESS 3500 15-PASSENGER VANS FOR MPD (AL STTE CONTRACT)	$94,890.80	(299344) MCSWEENEY AUTO GROUP CLANTON LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00008653-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Released Page 1

Vendor	Ship To
MCSWEENEY AUTO GROUP CLANTON LLC	MUNICIPAL GARAGE ATTN: SEAN
86 PEACH TOWER ROAD	770 GAYLE STREET
	MOBILE, AL 36604
CLANTON, AL 35045	AGEET@CITYOFMOBILE.GOV
Tel#2052964411	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
02/26/26	299344				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 OR NEWER 15 PASSENGER VAN AS FOLLOWS: 2026 CHEVROLET EXPRESS PASSENGER RWD 3500 155" LS; SUMMIT WHITE; LS PREFERRED EQUIPMENT GROUP INCLUDES STANDARD EQUIPMENT; MEDIUM PEWTER, CUSTOM VINYL, SEATS, FRONT BUCKET WITH VINYL TRIM AND HEAD RESTRAINTS, INCLUDES INBOARD ARMRESTS (REQUIRES 93W) INTERIOR TRIM. WHEN ORDERING A SEATING ARRANGEMENT THAT INCLUDES REAR SEATS, INCLUDES REAR BENCH SEATS WITH VINYL TRIM. HEAD RESTRAINTS ARE NOT AVAILABLE ON REAR BENCH SEATS. GVWR, 9600LBS.; DOOR, SWING-OUT PASSENGER-SIDE, 60/40 SPLIT;REAR AXLE, 3.42 RATIO;ENGINE, 4.3L V6 WITH DIRECT INJECTION AND VARIABLE VALVE TIMING, INCLUDES ALUMINUM BLOCK CONSTRUCTION;TRANSMISSION, 8-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED WITH OVERDRIVE AND TOW/HAUL MODE. INCLUDES CRUISE GRADE BRAKING, POWERTRAIN GRADE BRAKING AND TAP-UP/TAP-DOWN DRIVER SHIFT CONTROL 4.3L GAS V6 ENGINE;WHEELS, 4-16"x 6.5" STEEL INCLUDES GRAY CENTER CAPS AND STEEL SPARE;AUDIO SYSTEM, AM/FM	2.00 EACH	47025.40000	94050.80

Bill To	Requisition 00008653-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Released Page 2

Vendor	Ship To
MCSWEENEY AUTO GROUP CLANTON LLC	MUNICIPAL GARAGE ATTN: SEAN
86 PEACH TOWER ROAD	770 GAYLE STREET
	MOBILE, AL 36604
CLANTON, AL 35045	AGEET@CITYOFMOBILE.GOV
Tel#2052964411	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
02/26/26	299344				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	STEREO WITH MP3 PLAYER SEEK-AND SCAN, DIGITAL CLOCK, THEFTLOCK, RANDOM SELECT, AUXILIARY JACK AND 2 FRONT DOOR SPEAKERS;TRAILERING PROVISIONS, TRAILERING WIRE HARNESS ONLY;TRAILER HITCH, WEIGHT DISTRIBUTION PLATFORM;TRAILERING EQUIPMENT, HEAVY-DUTY INCLUDES TRAILERING HITCH PLATFORM AND DUAL 4-PIN/7-PIN SEALED CONNECTOR;SEATING,15-PASSENGER, (2-3-3-3-4 SEATING CONFIGURATION) 4-PASSENGER SEAT IS A 50/50 SPLIT, 2-PIECE CONFIGURATION;BODY, STANDARD;PAINT,SOLID AS PER STATE OF ALABAMA CONTRACT T-191 AGREEMENT MA24000004517			
	Additional Description Notes --- 2026 OR NEWER 15 PASSENGER VAN AS FOLLOWS: 2026 CHEVROLET EXPRESS PASSENGER RWD 3500 155" LS; SUMMIT WHITE; LS PREFERRED EQUIPMENT GROUP INCLUDES STANDARD EQUIPMENT; MEDIUM PEWTER, CUSTOM VINYL, SEATS, FRONT BUCKET WITH VINYL TRIM AND HEAD RESTRAINTS, INCLUDES INBOARD ARMRESTS (REQUIRES 93W) INTERIOR TRIM. WHEN ORDERING A SEATING ARRANGEMENT THAT INCLUDES REAR SEATS, INCLUDES REAR BENCH SEATS WITH VINYL TRIM. HEAD RESTRAINTS ARE NOT AVAILABLE ON REAR BENCH SEATS. GVWR, 9600LBS.; DOOR, SWING-OUT PASSENGER-SIDE, 60/40 SPLIT;REAR AXLE, 3.42 RATIO;ENGINE, 4.3L V6 WITH DIRECT INJECTION AND VARIABLE VALVE TIMING, INCLUDES ALUMINUM BLOCK CONSTRUCTION;TRANSMISSION, 8-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED WITH OVERDRIVE AND TOW/HAUL MODE. INCLUDES CRUISE GRADE BRAKING,			

Bill To	Requisition 00008653-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No: 1000.30.15.1530.1530.1530.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Released Page 3

Vendor	Ship To
MCSWEENEY AUTO GROUP CLANTON LLC	MUNICIPAL GARAGE ATTN: SEAN
86 PEACH TOWER ROAD	770 GAYLE STREET
	MOBILE, AL 36604
CLANTON, AL 35045	AGEET@CITYOFMOBILE.GOV
Tel#2052964411	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
02/26/26	299344				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	POWERTRAIN GRADE BRAKING AND TAP-UP/TAP-DOWN DRIVER SHIFT CONTROL 4.3L GAS V6 ENGINE;WHEELS, 4-16"x 6.5" STEEL INCLUDES GRAY CENTER CAPS AND STEEL SPARE;AUDIO SYSTEM, AM/FM STEREO WITH MP3 PLAYER SEEK-AND SCAN, DIGITAL CLOCK, THEFTLOCK,RANDOM SELECT, AUXILIARY JACK AND 2 FRONT DOOR SPEAKERS;TRAILERING PROVISIONS, TRAILERING WIRE HARNESS ONLY;TRAILER HITCH, WEIGHT DISTRIBUTION PLATFORM;TRAILERING EQUIPMENT, HEAVY-DUTY INCLUDES TRAILERING HITCH PLATFORM AND DUAL 4-PIN/7-PIN SEALED CONNECTOR;SEATING,15-PASSENGER,(2-3-3-3-4 SEATING CONFIGURATION) 4-PASSENGER SEAT IS A 50/50 SPLIT, 2-PIECE CONFIGURATION;BODY, STANDARD;PAINT,SOLID			
	AS REQUESTED BY 1530-PD			
1	1000.30.15.1530.1530.1530.0000.0000.45040.			94050.80
	Ship To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE			
	Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604			
002	FREIGHT	420.00 EACH	2.00000	840.00
	Additional Description Notes ----------			

Bill To	Requisition 00008653-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Released Page 4

Vendor	Ship To
MCSWEENEY AUTO GROUP CLANTON LLC	MUNICIPAL GARAGE ATTN: SEAN
86 PEACH TOWER ROAD	770 GAYLE STREET
	MOBILE, AL 36604
CLANTON, AL 35045	AGEET@CITYOFMOBILE.GOV
Tel#2052964411	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
02/26/26	299344				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	210 miles x 2.00 per mile equals 420 for delivery for each unit			
	Vendor Item			
	Inventory Item/Loc 14009			
1	1000.30.15.1530.1530.1530.0000.0000.45040.			840.00

Ship To
MUNICIPAL GARAGE ATTN: SEAN
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 94890.80

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

Account	Amount	Remaining Budget
1000.30.15.1530.1530.1530.0000.0000.45040.	94890.80	684024.40
POLICE ADMIN SERVICES EXP FLEET VEHICLES		

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

Activity	Date	Clerk	Comment
CCancelled	03/11/26	JOHN PAINE	GL Allocation, GL Allocation,
Approved	02/27/26	MATTHEW ANDERSON	

Bill To	Requisition 00008653-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Released Page 5

Vendor	Ship To
MCSWEENEY AUTO GROUP CLANTON LLC	MUNICIPAL GARAGE ATTN: SEAN
86 PEACH TOWER ROAD	770 GAYLE STREET
	MOBILE, AL 36604
CLANTON, AL 35045	AGEET@CITYOFMOBILE.GOV
Tel#2052964411	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
02/26/26	299344				FLEET MANAGEMENT-GARAGE

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	02/27/26	SHONNDA SMITH		Auto approved by: 910516584	
	Approved	02/27/26	CHERI BOUCHER		Auto approved by: 910516584	
	Queued	03/11/26	MATTHEW ANDERSON		Auto approved by: 910516584	
	Queued	03/11/26	SHONNDA SMITH		Auto approved by: 910516584	
	Queued	03/11/26	CHERI BOUCHER		Auto approved by: 910516584	
	Pending		DONALD ROSE		Auto approved by: 910516584	
	Pending		SANDRA LEWIS		Auto approved by: 910516584	
	Pending		STEVEN KRONINGER		Auto approved by: 910516584	
	Pending		SAMANTHA COOLEY		Auto approved by: 910516584	
	Pending		JAMES NEESE		Auto approved by: 910516584	
	Pending		PATRICIA KENNEDY-JONES		Auto approved by: 910516584	
	Pending		REBECCA CRUMPLER		Auto approved by: 910516584	
	Pending		ANNE FOLEY		Auto approved by: 910516584	
	Pending		JOHN PAINE		Auto approved by: 910516584	

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Chevrolet Fleet Vehicle - McSweeney Auto Group

Type
Master Agreement

Supplier
McSweeney Auto Group Clanton LLC

Contract Code
MA240000004917

Linked Solicitation
Chevrolet Fleet Vehicle Bid

Sourcing Number
SRC0000022560

Public Comments
NA

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Wayne	Gautney	wayne.gautney@procurement.alabama.gov	334-242-7173

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
Deidre	Allman	deidre@mcsweeneyholdings.com	8442226728

1 Record(s)

Contract Scope

Organizations
State of Alabama, State of Alabama

Contract Validity

Start Date
8/26/2024

End Date
8/25/2026

Documents

- Master_Agreement_V1.pdf
- RFB_Standard_Boilerplate_udated_08.31.2023 (17).pdf
- GM_Vehicle_Terms_and_Conditions (12).pdf

Items

Item Name	Product Code		UOM
2025 Chevrolet	4	53,717.58	Each

- Executive Summary State of Alabama Chevrolet.pdf

Item Name	Product Code		UOM
Tahoe 2WD			
2026 Chevrolet Tahoe 2WD	4	56,114.98	Each
2025 Chevrolet Tahoe 4WD	5	56,538.90	Each
2026 Chevrolet Tahoe 4WD	5	58,747.10	Each
2025 Chevrolet Suburban 2WD	6	56,056.29	Each
2026 Chevrolet Suburban 2WD	6	58,453.69	Each
2025 Chevrolet Suburban 4WD	7	58,877.61	Each
2026 Chevrolet Suburban 4WD	7	61,274.61	Each
Chevrolet Colorado Crew Cab 2WD	8	30,471.24	Each
Chevrolet Colorado Crew Cab 4WD	9	33,570.49	Each
Chevrolet Silverado Standard Cab 2WD	10	34,073.82	Each
Chevrolet Silverado Standard Cab 4WD	11	37,858.50	Each
Chevrolet Silverado Double Cab 2WD	12	35,391.54	Each

Item Name	Product Code		UOM
Chevrolet Silverado Double Cab 4WD	13	37,933.63	Each
Chevrolet Silverado Crew Cab 2WD	14	37,458.75	Each
Chevrolet Silverado Crew Cab 4WD	15	39,975.42	Each
Chevrolet Silverado Std. Cab 2WD 2500	16	41,413.64	Each
2025 Diesel Engine Upgrade	17	8,488.27	Each
2026 Diesel Engine Upgrade	17	8,943.27	Each
Chevrolet Silverado Std. Cab 4WD 2500	18	43,854.25	Each
2025 Diesel Engine Upgrade	19	8,488.27	Each
2026 Diesel Engine Upgrade	19	8,943.27	Each
Chevrolet Silverado Double Cab 2WD 2500	20	42,309.62	Each
2025 Diesel Engine Upgrade	21	8,488.27	Each
2026 Diesel Engine Upgrade	21	8,943.27	Each
Chevrolet Silverado Double Cab 4WD 2500	22	44,330.66	Each

Item Name	Product Code		UOM
2025 Diesel Engine Upgrade	23	8,488.27	Each
2026 Diesel Engine Upgrade	23	8,943.27	Each
Chevrolet Silverado Crew Cab 2WD 2500	24	44,019.26	Each
2025 Diesel Engine Upgrade	25	8,488.27	Each
2026 Diesel Engine Upgrade	25	8,943.27	Each
Chevrolet Silverado Crew Cab 4WD 2500	26	46,020.10	Each
2025 Diesel Engine Upgrade	27	8,488.27	Each
2026 Diesel Engine Upgrade	27	8,943.27	Each
Chevrolet Silverado Std. Cab 2WD 3500	28	43,961.73	Each
2025 Diesel Engine Upgrade	29	8,488.27	Each
2026 Diesel Engine Upgrade	29	8,943.27	Each
Chevrolet Silverado Std. Cab 4WD 3500	30	44,982.78	Each
2025 Diesel Engine Upgrade	31	8,488.27	Each
2026 Diesel Engine Upgrade	31	8,943.27	Each

Item Name	Product Code		UOM
Chevrolet Silverado Double Cab 2WD 3500	32	43,626.23	Each
2025 Diesel Engine Upgrade	33	8,488.27	Each
2026 Diesel Engine Upgrade	33	8,943.27	Each
Chevrolet Silverado Double Cab 4WD 3500	34	45,647.28	Each
2025 Diesel Engine Upgrade	35	8,488.27	Each
2026 Diesel Engine Upgrade	35	8,943.27	Each
Chevrolet Silverado Crew Cab 2WD 3500	36	45,334.99	Each
2025 Diesel Engine Upgrade	37	8,488.27	Each
2026 Diesel Engine Upgrade	37	8,943.27	Each
Chevrolet Silverado Crew Cab 4WD 3500	38	47,356.04	Each
2025 Diesel Engine Upgrade	39	8,488.27	Each
2026 Diesel Engine Upgrade	39	8,943.27	Each
Chevrolet Express 12-Passenger Van	40	44,785.30	Each
Chevrolet Express 15-Passenger Van	41	46,338.35	Each

Item Name	Product Code		UOM
Chevrolet Express Cargo Van	42	39,414.80	Each
Chevrolet Vehicle Options	43	0.00	USD
Chevrolet Delivery	44	0.00	USD

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: March 17, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Sansom Equipment Co Inc for Envirosight QuickView AirHD Zoom camera system for stormwater system inspections.

Amount of Contract:
$20,412.20

Funding Source
General fund

ATTACHMENTS:
1. 20260308 Sansom Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 17 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 Sansom Equipment Co Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Sansom Equipment Co Inc for Envirosight QuickView AirHD Zoom camera system for stormwater system inspections.

General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $20,412.20

FUNDING SOURCE:

Budget Item: See Requisitions Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement.

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

How many bidders submitted bids (if applicable): na

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

_____

_____

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
7729	2026	(2096) STORMWATER	QUICKVIEW AIRHD ZOOM CAMERA SYSTEM FOR STORMWATER SYSTEM INSPECTIONS (PRICE BELOW BID REQUIREMENT)	$20,412.20	(190715) SANSOM EQUIPMENT CO INC

Adopted:

_____

City Clerk

Bill To	Requisition 00008961-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
A & D CROMWELL CONCRETE & CONSTRUCTION	LANGAN PARK DELIVERIES TO SAGE
158 DOBBS AVENUE	48 N. SAGE AVE.
	MOBILE, AL 36607
MOBILE, AL 36606	DEEANN.POPPLE@CITYOFMOBILE.GOV
Tel#251-767-6882	Delivery Reference
	DEEANN POPPLE
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/09/26	297588				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
001	REPAIRING CONCRETE WALL AND CAP, REPAIRING WROUGHT IRON FENCE, REPAIRING CURB, REPLACING PUMP RELAY FOR FOUNTAIN	1.00 EACH	16393.00000	16393.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0735 .OPERSUPPLS. .			16393.00
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference DEEANN POPPLE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
002	OVERHEAD AND PROFIT	1.00 EACH	2458.95000	2458.95
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0735 .OPERSUPPLS. .			2458.95

Bill To	Requisition 00008961-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: Status: Approved Page 2

Vendor	Ship To
A & D CROMWELL CONCRETE & CONSTRUCTION 158 DOBBS AVENUE MOBILE, AL 36606 Tel#251-767-6882	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 DEEANN.POPPLE@CITYOFMOBILE.GOV Delivery Reference DEEANN POPPLE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/09/26	297588				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607
Delivery Reference
DEEANN POPPLE

Deliver To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607

Requisition Link

Requisition Total 18851.95

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

Account			Amount	Remaining Budget
E C0735	.OPERSUPPLS.	.	18851.95	4262.46

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.	18851.95	

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
Approved	03/04/26	SHONNDA SMITH	Auto approved by: 91055604
Approved	03/04/26	DANIEL OTTO	
Approved	03/09/26	SHONNDA SMITH	Auto approved by: 91055604

Bill To	Requisition 00008961-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
A & D CROMWELL CONCRETE & CONSTRUCTION	LANGAN PARK DELIVERIES TO SAGE
158 DOBBS AVENUE	48 N. SAGE AVE.
	MOBILE, AL 36607
MOBILE, AL 36606	DEEANN.POPPLE@CITYOFMOBILE.GOV
Tel#251-767-6882	Delivery Reference
	DEEANN POPPLE
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/09/26	297588				PARKS MAINTENANCE

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	03/09/26	DANIEL OTTO			
	Approved	03/04/26	BRENDA RHODES			
	Approved	03/04/26	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	03/04/26	RELYA MALLORY		Auto approved by: 910511034	
	Approved	03/09/26	BRENDA RHODES			
	Approved	03/09/26	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	03/09/26	RELYA MALLORY		Auto approved by: 910511034	
	Rejected	03/04/26	JOHN PAINE		where are the other quotes	
	Approved	03/09/26	DONALD ROSE		Auto approved by: 9105paij	
	Approved	03/09/26	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	03/09/26	STEVEN KRONINGER		Auto approved by: 9105paij	
	Approved	03/09/26	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	03/09/26	JAMES NEESE		Auto approved by: 9105paij	
	Approved	03/09/26	PATRICIA KENNEDY-JONES		Auto approved by: 9105paij	
	Approved	03/09/26	REBECCA CRUMPLER		Auto approved by: 9105paij	
	Approved	03/09/26	ANNE FOLEY		Auto approved by: 9105paij	
	Approved	03/09/26	JOHN PAINE			

Authorized By: _____ Date: _____
Signature

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: March 17, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Stivers Ford Lincoln Inc for three 2026 Ford Maverick XL AWD crew cab pickup trucks for Sanitation Dept.

Amount of Contract:
$93,660.00

Funding Source
General fund.

ATTACHMENTS:
1. 20260311 Stivers Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 17 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 Stivers Ford Lincoln Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Stivers Ford Lincoln Inc for three 2026 Ford Maverick XL AWD crew cab pickup trucks for Sanitation Dept.
General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $93,660.00

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: AL State contract

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

How many bidders submitted bids (if applicable): na

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

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
8450	2026	(2050) FLEET MAINTENANCE-GARAGE	THREE 2026 FORD MAVERICK XL AWD CREW CAB PICKUP TRUCKS FOR SANITATION DEPT (AL STTE CONTRACT)	$93,660.00	(292393) STIVERS FORD LINCOLN INC

Adopted:

_____
City Clerk

Bill To	Requisition 00008450-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2070.2070.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Approved Page 1

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/23/26	292393				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 FORD MAVERICK XL AS FOLLOWS: MAVERICK XK CREW CAB, AWD 102A PACKAGE, 2.0L ECOBOOST WITH CLOTH SEATS-EBONY;SUPERCREW 5-PASSENGER SEATING, P225/65R 17" A/S BSW TIRES WITH THE FOLLOWING FACTORY OPTIONS: DAYTIME RUNNING LAMPS 2K TRAILER HITCH RECEIVER W/4 PIN CONNECTOR FORD CO-PILOT 360: AUTO HIGH BEAMS, BLIND SPOT ASSIST, BLIS W/CROSS TRAFFIC ALERT, BLIS W/TRAILER COVERAGE, EXIT WARNING, LANE KEEPING ALERT, LANE KEEPING ASSIST, DRIVER ALERT, ROAD EDGE DETECTION, INTERSECTION ASSIST, PRE-COLLISION ASSIST W/AUTOMATIC EMERGENCY BRAKING, PEDESTRIAN DETECTION, FORWARD COLLISION WARNING, DYNAMIC BRAKE SUPPORT, REAR CROSS TRAFFIC BRAKING, REAR PARKING SENSORS 4-CORNER LED STROBES-WHITE FRONT/AMBER REAR SPRAY-IN BEDLINER 2 EXTRA KEYS OXFORD WHITE IN COLOR AS PER STATE IF ALABAMA CONTRACT T-191, AGREEMENT MA22000003218-6 AND YOUR QUOTE Additional Description Notes --- 2026 FORD MAVERICK XL AS FOLLOWS:	3.00 EACH	30876.00000	92628.00

Bill To	Requisition 00008450-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2070.2070.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Approved Page 2

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/23/26	292393				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	MAVERICK XK CREW CAB, AWD 102A PACKAGE, 2.0L ECOBOOST WITH CLOTH SEATS-EBONY;SUPERCREW 5-PASSENGER SEATING, P225/65R 17" A/S BSW TIRES			
	WITH THE FOLLOWING FACTORY OPTIONS:			
	DAYTIME RUNNING LAMPS			
	2K TRAILER HITCH RECEIVER W/4 PIN CONNECTOR			
	FORD CO-PILOT 360: AUTO HIGH BEAMS, BLIND SPOT ASSIST, BLIS W/CROSS TRAFFIC ALERT, BLIS W/TRAILER COVERAGE, EXIT WARNING, LANE KEEPING ALERT, LANE KEEPING ASSIST, DRIVER ALERT, ROAD EDGE DETECTION, INTERSECTION ASSIST, PRE-COLLISION ASSIST W/AUTOMATIC EMERGENCY BRAKING, PEDESTRIAN DETECTION, FORWARD COLLISION WARNING, DYNAMIC BRAKE SUPPORT, REAR CROSS TRAFFIC BRAKING, REAR PARKING SENSORS			
	4-CORNER LED STROBES-WHITE FRONT/AMBER REAR			
	SPRAY-IN BEDLINER			
	2 EXTRA KEYS			
	OXFORD WHITE IN COLOR			
	AS REQUESTED BY 2090-SANITATION			
1	1000.40.20.2070.2070.2070.0000.0000.45040.			92628.00

Bill To	Requisition 00008450-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2070.2070.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Approved Page 3

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/23/26	292393				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604			
002	FREIGHT	3.00 EACH	344.00000	1032.00
	Vendor Item Inventory Item/Loc 14009			
1	1000.40.20.2070.2070.2070.0000.0000.45040.			1032.00
	Ship To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET			

Bill To	Requisition 00008450-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2070.2070.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Approved Page 4

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/23/26	292393				FLEET MANAGEMENT-GARAGE

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

Requisition Link

Requisition Total 93660.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2070.2070.0000.0000.45040.	93660.00	2725656.97

PUBLIC SERVICES ADMINISTRATION FLEET VEHICLES

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

Activity	Date	Clerk	Comment
Approved	02/23/26	MATTHEW ANDERSON	
Approved	02/23/26	SHONNDA SMITH	Auto approved by: 910516584
Approved	02/23/26	CHERI BOUCHER	Auto approved by: 910516584
Approved	02/23/26	MATTHEW ANDERSON	
Approved	02/23/26	SHONNDA SMITH	Auto approved by: 910516584
Approved	02/23/26	CHERI BOUCHER	Auto approved by: 910516584
Approved	03/11/26	DONALD ROSE	Auto approved by: 9105paij
Approved	03/11/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	03/11/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	03/11/26	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	03/11/26	JAMES NEESE	Auto approved by: 9105paij
Approved	03/11/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	03/11/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	03/11/26	ANNE FOLEY	Auto approved by: 9105paij
Approved	03/11/26	JOHN PAINE	

Bill To	Requisition 00008450-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG	Acct No: 1000.40.20.2070.2070.2070.0000.0000.45040. Review: Buyer: Status: Approved Page 5

Vendor	Ship To
STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	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
02/23/26	292393				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Ford Fleet T191 Stivers Ford

Type
Master Agreement

Supplier
Stivers Ford Lincoln

Contract Code
MA220000003128

Linked Solicitation
Ford Fleet T191 -Bid-

Sourcing Number
SRC0000007870

Public Comments
NA

Contact Information

Contract Responsible

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

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
Shana	Smith	shana@stiversonline.com	334613-5000
Scott	DuBose	sdubose@stiversonline.com	334-613-5000
David	Maddox	dmaddox@stiversonline.com	833-317-3566

3 Record(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
6/15/2022

End Date
6/14/2026

Documents

Items

- Stivers Ford Disclosure and E Verify.pdf
- Updated_Ford-T191_All_T___C_-_5-23-22 (3).pdf
- Master_Agreement_V2 (5).pdf
- Ford 2023 Order Bank Opening Updates.pdf
- Updated Ford_Bid_specs T191 5-23-22.pdf
- Ordering Summary as of September 26, 2023.docx

Item Name	Product Code		UOM
Ford Explorer	220000003128-3	37,525.00	Each
Ford Maverick	220000003128-6	27,022.00	Each
Ford Transit Cargo Van	220000003128-10	43,037.00	Each
Ford F150 Super Cab 4WD Short Bed	220000003128-13	40,355.00	Each
Ford F150 Super Crew 2WD Short Bed	220000003128-14	38,605.00	Each
Ford F150 Super Crew 4WD Short Bed	220000003128-15	42,049.00	Each
Ford F250 Super Duty Super Cab 2WD	220000003128-16	43,438.00	Each
Ford Diesel Engine Upgrade	220000003128-17	10,211.00	Each
Ford F250 Super Duty Super Cab 4WD	220000003128-18	45,578.00	Each
Ford Diesel Engine Upgrade	220000003128-19	10,211.00	Each
Ford F250 Super Duty Crew Cab 2WD	220000003128-20	45,461.00	Each
Ford Diesel Engine Upgrade	220000003128-21	10,211.00	Each
Ford F250 Super Duty Crew Cab 4WD	220000003128-22	47,598.00	Each
Ford Diesel Engine Upgrade	220000003128-23	10,211.00	Each
Ford F350 Super Duty Super Cab 2WD	220000003128-24	44,337.00	Each
Ford Diesel Engine Upgrade	220000003128-25	10,211.00	Each
Ford F350 Super Duty Super Cab 4WD	220000003128-26	46,703.00	Each
Ford Diesel Engine Upgrade	220000003128-27	10,211.00	Each
Ford F350 Super Duty Crew Cab 2WD	220000003128-28	46,374.00	Each

Item Name	Product Code		UOM
Ford Diesel Engine Upgrade	220000003128-29	10,211.00	Each
Ford Diesel Engine Upgrade	220000003128-31	10,211.00	Each
Ford F350 Super Duty Crew Cab 2WD	220000003128-32	47,406.00	Each
Ford Diesel Engine Upgrade	220000003128-33	10,211.00	Each
Ford F350 Super Duty Crew Cab 4WD	220000003128-34	50,262.00	Each
Ford Diesel Engine Upgrade	220000003128-35	10,211.00	Each
Optional Equipment	220000003128-36	0.00	USD
Vehicle Delivery	220000003128-37	0.00	USD
Ford F350 Super Duty Crew Cab 4WD	220000003129-30	48,730.00	Each

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: March 17, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Stivers Ford Lincoln Inc for one 2026 Ford F150 Police Responder pursuit-rated Supercrew 4x4 pickup truck for MPD

Amount of Contract:
$47,716.00

Funding Source
General fund.

ATTACHMENTS:
1. 20260311 Stivers2 Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 17 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 Stivers Ford Lincoln Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Stivers Ford Lincoln Inc for one 2026 Ford F150 Police Responder pursuit-rated Supercrew 4x4 pickup truck for MPD

General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $47,716.00

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: AL State contract

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

How many bidders submitted bids (if applicable): na

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

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
8536	2026	(2050) FLEET MAINTENANCE-GARAGE	ONE 2026 FORD F150 POLICE RESPONDER SUPERCREW 4X4 PICKUP TRUCK FOR MPD (AL STTE CONTRACT)	$47,716.00	(292393) STIVERS FORD LINCOLN INC

Adopted:

_____
City Clerk

Bill To	Requisition 00008536-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Released Page 1

Vendor	Ship To
STIVERS FORD LINCOLN INC	MUNICIPAL GARAGE ATTN: SEAN
4000 EASTERN BLVD	770 GAYLE STREET
	MOBILE, AL 36604
MONTGOMERY, AL 36116	SEAN.CLARK@CITYOFMOBILE.ORG
Tel#334-613-5000	
Fax 334-613-5018	
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/25/26	292393				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
001	FORD F-150 RESPONDER SUPERCREW 4x4 PICKUP AS FOLLOWS: F150 PURSUIT RATE PICKUP TRUCK, 4x4, 3.5L ECOBOOST ENGINE, ELECTRONIC 10 SPEED TRANSMISSION, 3.31 E-LOCKING AXLE, 145" WHEELBASE, 5.5' BED, FX4 OFF-ROAD PACKAGE, CLASS IV RECEIVER HITCH W/4/7 PIN CONNECTOR, REVERSE SENSING SYSTEM, POLICE ENGINE IDLE, FLEET TELEMATICS MODEM, POLICE PERIMETER ALERT, & LT265/70R/18 BSW ALL TERRAIN TIRES. WITH ADDITONAL OPTIONS: REMOTE KEYLESS-ENTRY KEY FOB SILVER SIX-SPOKE ALUMINUM WHEELS PLATFORM RUNNING BOARDS DRIVER LED SPOTLAMP (FACTORY OPTION ONLY) BLACK POLICE GRADE HEAVY DUTY CLOTH 40/BLANK/40 FRONT SEATS W/CENTER -SECTIONS DELETED, VINYL REAR BENCH OXFORD WHITE IN COLOR AS PER STATE OF ALABAMA CONTRACT T-191 AGREEMENT MA22000003212-2 Additional Description Notes --- FORD F-150 RESPONDER SUPERCREW 4x4 PICKUP AS FOLLOWS: F150 PURSUIT RATE PICKUP TRUCK, 4x4, 3.5L ECOBOOST ENGINE, ELECTRONIC 10 SPEED TRANSMISSION, 3.31 E-LOCKING AXLE, 145" WHEELBASE, 5.5' BED, FX4 OFF-ROAD PACKAGE, CLASS IV RECEIVER HITCH W/4/7 PIN CONNECTOR, REVERSE	1.00 EACH	47362.00000	47362.00

Bill To	Requisition 00008536-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Released Page 2

Vendor	Ship To
STIVERS FORD LINCOLN INC	MUNICIPAL GARAGE ATTN: SEAN
4000 EASTERN BLVD	770 GAYLE STREET
	MOBILE, AL 36604
MONTGOMERY, AL 36116	SEAN.CLARK@CITYOFMOBILE.ORG
Tel#334-613-5000	
Fax 334-613-5018	
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/25/26	292393				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	SENSING SYSTEM, POLICE ENGINE IDLE, FLEET TELEMATICS MODEM, POLICE PERIMETER ALERT, & LT265/70R/18 BSW ALL TERRAIN TIRES.			
	WITH ADDITONAL OPTIONS:			
	REMOTE KEYLESS-ENTRY KEY FOB			
	SILVER SIX-SPOKE ALUMINUM WHEELS			
	PLATFORM RUNNING BOARDS			
	DRIVER LED SPOTLAMP (FACTORY OPTION ONLY)			
	BLACK POLICE GRADE HEAVY DUTY CLOTH 40/BLANK/40 FRONT SEATS W/CENTER -SECTIONS DELETED, VINYL REAR BENCH			
	OXFORD WHITE IN COLOR			
	AS REQUESTED BY 1530-PD			
1	1000.30.15.1530.1530.1530.0000.0000.45040.			47362.00
	Ship To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604			
	Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604			

Bill To	Requisition 00008536-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Released Page 3

Vendor
STIVERS FORD LINCOLN INC
4000 EASTERN BLVD

MONTGOMERY, AL 36116

Tel#334-613-5000
Fax 334-613-5018

Ship To
MUNICIPAL GARAGE ATTN: SEAN
770 GAYLE STREET

MOBILE, AL 36604
SEAN.CLARK@CITYOFMOBILE.ORG

Deliver To
MUNICIPAL GARAGE ATTN: SEAN
770 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/25/26	292393				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
002	FREIGHT	177.00 EACH	2.00000	354.00
	Vendor Item			
	Inventory Item/Loc 14009			
1	1000.30.15.1530.1530.1530.0000.0000.45040.			354.00

Ship To
MUNICIPAL GARAGE ATTN: SEAN
770 GAYLE STREET
MOBILE, AL 36604

Deliver To
MUNICIPAL GARAGE ATTN: SEAN
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 47716.00

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

Account	Amount	Remaining Budget
1000.30.15.1530.1530.1530.0000.0000.45040.	47716.00	684024.40
POLICE ADMIN SERVICES EXP FLEET VEHICLES		

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

Activity	Date	Clerk	Comment
CCancelled	03/11/26	JOHN PAINE	GL Allocation changed

Bill To	Requisition 00008536-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Released Page 4

Vendor	Ship To
STIVERS FORD LINCOLN INC	MUNICIPAL GARAGE ATTN: SEAN
4000 EASTERN BLVD	770 GAYLE STREET
	MOBILE, AL 36604
MONTGOMERY, AL 36116	SEAN.CLARK@CITYOFMOBILE.ORG
Tel#334-613-5000	
Fax 334-613-5018	
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/25/26	292393				FLEET MANAGEMENT-GARAGE

LN	Description / Account			Qty	Unit Price	Net Price
	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	
	Queued	03/11/26	MATTHEW ANDERSON		Auto approved by: 910516584	
	Queued	03/11/26	SHONNDA SMITH		Auto approved by: 910516584	
	Queued	03/11/26	CHERI BOUCHER		Auto approved by: 910516584	
	Pending		DONALD ROSE		Auto approved by: 910516584	
	Pending		SANDRA LEWIS		Auto approved by: 910516584	
	Pending		STEVEN KRONINGER		Auto approved by: 910516584	
	Pending		SAMANTHA COOLEY		Auto approved by: 910516584	
	Pending		JAMES NEESE		Auto approved by: 910516584	
	Pending		PATRICIA KENNEDY-JONES		Auto approved by: 910516584	
	Pending		REBECCA CRUMPLER		Auto approved by: 910516584	
	Pending		ANNE FOLEY		Auto approved by: 910516584	
	Pending		JOHN PAINE		Auto approved by: 910516584	

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Ford Law Enforcement T191L

Type
Master Agreement

Supplier
Stivers Ford Lincoln

Contract Code
MA220000003121

Linked Solicitation
Ford Law Enforcement T191L - Bid -

Sourcing Number
SRC0000007867

Public Comments
NA

Contact Information

Contract Responsible

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

1 Record(s)

Supplier Contact

0 Record(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
6/13/2022

End Date
6/13/2026

Documents

- Master_Agreement_V2.pdf
- 2023 Order Bank Opening Updates.pdf
- Master_Agreement_ Stivers LE.pdf

Items

Item Name	Product Code		UOM
Ford Police Interceptor Utility	220000003121-1	43,826.00	Each

- Updated Ford L E Lines T191L 5-23-22.pdf
- Updated Ford L E Lines T191L 8-17-22.pdf
- Updated_Ford_L_E-_T191L_All_T___C-__5-23-22 (3).pdf

Item Name	Product Code		UOM
Ford F150 Police Responder	220000003121-2	46,406.00	Each
Ford Expedition SSV	220000003121-4	51,284.00	Each
Ford Expedition Max SSV	220000003121-5	54,200.00	Each
Ford Transit PTV	220000003121-6	43,092.00	Each
Ford Law Enforcement Options	220000003121-7	0.00	USD
Delivery	220000003121-8	0.00	USD

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: March 17, 2026

Submitted by:
John Forrester, City Engineer

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:
1. Budget Transfer Form-REBUILD AL
2. RESOLUTION Template-CIP Transfer

REVIEWERS:
Kelsi Tippery
Kelsi Tippery
Cherlina Monteiro
James Barber

JOINT BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM ENGINEERING DEPT. 3005

DATE OF REQUEST: 11/14/25

JOINT BUDGET TRANSFER: ☐(from one fund to another)

DISTRICT#: 1

REQUEST: Please transfer $ 54,000.00

FROM CAPITAL PROJECT#: CON01

CAPITAL PROJECT NAME: CIP DISTRICT 1 CONTINGENCY PROJECT

DEPT. PROJECT#: 3000

TO GRANT FUND PROJECT#: G-RAAB

PROJECT NAME: REBUILD ALABAMA BROOKDALE.

ACCT PROJECT STRING#: G-RAAB.CONSTRUCTN.50015001.48010

Employee signature

Approval signature

Created by B. Rhodes 7/6/2022

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 sum of $54,000.00 be transferred from District 1 Capital Project CON01 CIP District 1 Contingency Project to Grant Project G-RAAB Rebuild Alabama Brookdale for resurfacing Brookdale Drive North, Brookdale Drive South, and Brookdale Drive West.

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

N/A

AGENDA ITEM SUMMARY SHEET

Agenda of: March 17, 2026

Submitted by:
Shonnda Smith, Exec Director

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
Funds wills be used to cover the local match portion of the SARPCFTA Section 5310 Grant Program, previously approved on RES 31-1140, for a 12 passenger bus purchase.

Amount of Contract:
$26,000.00

Funding Source
Capital Improvement Fund 2000 Project #E0022

ATTACHMENTS:
1. Resolution Capital Transfer 3.10.2026
2. Joint Budget Transfer Request 3.10.2026

REVIEWERS:
Lisa Musser
Brenda Rhodes
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $26,000.00 in Capital Project #E0022 Equipment-Parks & Recreation in the Capital Improvement Fund (2000) be reallocated to General Fund Account #10042025-45040, in the General Fund (1000). These funds will be used to cover the local match portion of the SARPCFTA Section 5310 Grant Program, previously approved on RES 31-1140, for a 12-passenger bus purchase.

ADOPTED:

_____

CITY CLERK

JOINT BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Parks and Recreation DEPT. 2025

DATE OF REQUEST: 3/5/2026

JOINT BUDGET TRANSFER: ☐(from one fund to another)

DISTRICT#: CW

REQUEST: Please transfer $ 26,000.00

FROM CAPITAL PROJECT#: E0022

CAPITAL PROJECT NAME: Equipment-Parks & Recreation

DEPT. PROJECT#: n/a

TO GENERAL FUND PROJECT#: 1000

ACCOUNT NAME: Fleet - Vehicles

ACCT PROJECT STRING#: 10042025-45040

PURPOSE: Local match portion, for a 12-passenger bus purchase

Employee signature

Approval signature

Created by B. Rhodes 7/6/2022

AGENDA ITEM SUMMARY SHEET

Agenda of: March 17, 2026

Submitted by:
Ricardo Woods, City Attorney

Sponsored by:
Spiro Cheriogotis, Mayor

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

Amount of Contract:
$500,000.00

Funding Source
GF 10049070.42080

ATTACHMENTS:
1. Resolution - MOBILE SPORTS HALL OF FAME
2. Mobile Sports Hall of Fame Performance Contract 2026

REVIEWERS:
Patricia Primm
Donna Bryars
Cherlina Monteiro
James Barber

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Performance Contract with the 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; the City's agreement to disburse the funds is dependent upon Contractor's agreement to submit the quarterly activity reports and financial statements in a timely manner.**

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. Said activity report and financial reports shall demonstrate that the funds disbursed pursuant to this agreement have been used for the express purpose of building out the existing Mobile Sports Hall of Fame with integrated technology, graphics, displays, story boards, video and touch displays for an interactive experience. 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 convenant 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_____

PRINT NAME:_____

ITS: _____

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that _____ whose name as _____ of **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 _____ day of _____, 20__.

(SEAL)

_____
Notary Public
State of Alabama At-Large
My Commission Expires: _____

CITY OF MOBILE, A Municipal Corporation

BY_____
Spiro N. Cheriogotis, Mayor

ATTEST:

BY_____
Its City Clerk

CAPITAL CONTRACT SUMMARY SHEET

NA

AGENDA ITEM SUMMARY SHEET

Agenda of: March 17, 2026

Submitted by:
Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
Authorize contract with VSC Fire & Security, Inc. in the amount of $93,610.00 for Fire Sprinkler and Backflow Preventer inspections and repair though out various locations throughout the City of Mobile.

Amount of Contract:
$93,610.00

Funding Source
1004-3035-42150

ATTACHMENTS:
1. Resolution VSC
2. VSC

REVIEWERS:
Stacey Howard
Carleen Stout
Donna Bryars
Cherlina Monteiro
James Barber

RESOLUTION

2026

Sponsored by: Mayor Spiro N. Cheriogotis

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

Name of Company:	VSC FIRE & SECURITY, INC.
Project Name:	SERVICE CONTRACT-VARIOUS LOCATIONS FIRE SPRINKLER AND BACKFLOW PREVENTER INSPECTIONS AND REPAIR
Project Number:	SC-019-26
Amount:	$ 30,130.00 - YEAR ONE $ 31,740.00 - YEAR TWO $ 31,740.00 - YEAR THREE $ 93,610.00 -- TOTAL CONTRACT

Adopted:

_____

City Clerk

AGREEMENT BETWEEN CITY OF MOBILE AND SERVICE CONTRACTOR
FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")

BETWEEN the Owner: **CITY OF MOBILE**
205 Government Street
P O Box 1827
Mobile, Alabama 36633

And the Service Contractor: **VSC FIRE & SECURITY, INC.**
4940 Tufts Road
Mobile, Alabama 36619

City Business License No.: **093795**
City of Mobile Vendor No.: **289683**
State of Alabama Business Entity No.: **000-942-506**

For the following Project: **SERVICE CONTRACT – VARIOUS LOCATIONS – FIRE SPRINKLER AND BACKFLOW PREVENTER INSPECTIONS AND REPAIR**

VARIOUS CITY OF MOBILE LOCATIONS

PROJECT NUMBER: SC-019-26

AGREEMENT BETWEEN CITY OF MOBILE AND CONTRACTOR

THIS AGREEMENT is made and entered into as of the date on which last party executes this agreement (the "Effective Date"), by and between City of Mobile, a political subdivision of the State of Alabama, hereinafter referred to as the "City" and VSC Fire & Security, Inc., hereinafter referred to as "Contractor" or "Service Contactor".

This Agreement, including its Exhibits A, B, C, D, attached hereto, all incorporated herein, represents the entire agreement between Contractor and City with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this Agreement. Contractor and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

WHEREAS, the City issued Project Manual for SC-019-26 on January 7, 2026; and,

WHEREAS, the City evaluated the proposals received and found the Contractor qualified to perform the necessary services; and

WHEREAS, the Contractor has reviewed the services required pursuant to the Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms.

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants contained herein, agree as follows:

1.0 CONTRACTOR'S SERVICE

1.1 The Contractor agrees to diligently provide all materials, services and labor for the performance for the SERVICE CONTRACT – VARIOUS LOCATIONS – FIRE SPRINKLER AND BACKFLOW PREVENTER INSPECTIONS AND REPAIR (the "Project"), in accordance with the Scope of Work made part of this Contract as Exhibit A, attached hereto and incorporated herein. All work and labor shall be done in accordance with the plans and specifications on file with the City and are incorporated herein by reference.

2.0 TERM

2.1 This Contract shall commence immediately upon execution by both the City and the Contractor and shall continue through the completion of the Project, in accordance with Exhibit B, Bid Form, attached hereto and incorporated herein.

3.0 COMPENSATION AND PAYMENT OF CONTRACTORS SERVICE

3.1 The City shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract an amount not to exceed $93,610.00 for the entire Project in accordance with Exhibit B attached hereto and incorporated herein OR, upon the completion and acceptance thereof by the City or its duly authorized agent. The contract price includes a contingency amount for unanticipated work within the scope of the agreement and may only be authorized at the discretion of the City's DEPUTY DIRECTOR OF REAL ESTATE ASSET MANAGEMENT, Chad Holm.

3.2 Notwithstanding the preceding, Contractor shall perform no work under this Contract until receipt of a notice to proceed. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and City may elect to issue no notice to proceed. If a notice is issued, the City reserves the right to amend, reduce or cancel the notice in its sole discretion.

3.3 The City's performance and obligation to pay under this Contract is contingent upon an appropriation by the City Council or by grant award. In the event funds are not appropriated or approved for any fiscal year, this agreement shall terminate upon notice to Contractor. The City shall promptly notify the Contractor if the necessary appropriation is not made.

4.0 METHOD OF PAYMENT

4.1 The City shall pay the Contractor through payment issued by City upon receipt of the Contractor's invoice and written approval of same by the City's DEPUTY DIRECTOR OF REAL ESTATE ASSET MANAGEMENT, Chad Holm indicating that services have been rendered in conformity with this Contract.

4.2 The Contractor shall submit invoices for payment to the City for those specific services provided pursuant to Exhibit B, Bid Form, attached hereto and incorporated herein.

4.3 The Contractor's invoices shall be in a form satisfactory to the DEPUTY DIRECTOR OF REAL ESTATE ASSET MANAGEMENT, Chad Holm who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the City.

5.0 ADDITIONAL SERVICES

5.1 No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.

5.2 If the City's DEPUTY DIRECTOR OF REAL ESTATE ASSET MANAGEMENT, Chad Holm requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the Contractor. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

6.0 LIABILITY OF CONTRACTOR

6.1 To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. The contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

6.2 This section of the Agreement will survive the expiration or termination of the Agreement.

7.0 CONTRACTORS INSURANCE

7.1 Contractor shall procure and maintain insurance as specified in Exhibit C, City of Mobile Insurance Requirements, attached hereto and made a part of this Agreement.

8.0 RESPONSIBILITIES OF THE CONTRACTOR

8.1 The personnel assigned by the Contractor to perform the services of this Contract shall comply with the terms set forth in this Contract. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the

City's Department Head's written approval before said changes or substitution can become effective.

8.2 The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.

8.3 The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.

8.4 Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein. The City further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with Alabama competitive bid law if the Contractor does not abide by the terms of this contract.

8.5 The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.

8.6 The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.

8.7 The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

9.0 TIME FOR PERFORMANCE

9.1 Time is of the essence in the performance of this Contract. The Contractor specifically agrees that contract time will begin on the date the Notice to Proceed is issued. Contractor also agrees no work will begin prior to such date.

10.0 FORCE MAJEURE

10.1 The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the City's purchase order or specified by the City's Department Head, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

11.0 OBLIGATIONS OF THE CITY

11.1 City shall designate a Department Head or other person to act as City's representative with respect to this Agreement. Such person will have authority to transmit instructions, receive information, and interpret and define City's policies and decisions regarding the scope of services.

11.2 City shall furnish to Contractor all applicable information and technical data in City's possession or control reasonably requested by Contractor for the proper performance of the Services.

11.3 The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to: 1. Review of all Contractor payment requests for approval or rejection. 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Agreement.

11.4 The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

12.0 TERMINATION

12.1 The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

12.2 Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.

12.3 In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section 12.1 above.

12.4 The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

12.5 In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above. Contractor shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.

12.6 The Contractor shall have the right to terminate services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Department Head, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.

12.7 After consultation with and written Notice to the Contractor providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract; 2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property; 4. Damages to the City or a third party caused by Contractor; 5. The Contractor's failure or refusal to perform any other obligation under this Contract.

13.0 DISPUTE RESOLUTION

13.1 In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Mobile, Alabama, with the parties sharing equally in the cost of such mediation.

13.2 In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

13.3 Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

13.4 Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement

13.5 This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.

13.6 Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Agreement during the pendency of the claim or dispute, including, but not limited to, the actual period of mediation or judicial proceedings.

14.0 CONTRACTOR WARRANTY

14.1 All products provided under this Contract shall be new and of the most suitable grade for the purpose intended.

14.2 If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Contract, the Contractor shall pick up the product from the City at no expense to the City. The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Contractor shall refund to the City any money which has been paid for same.

14.3 Contractor warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Contractor's standard product warranty is for a period of time longer than that stated above, this warranty shall be extended to that longer duration.

14.4 All services will be performed (i) by qualified personnel in a professional and workmanlike manner, consistent with industry standards, (ii) in accord with the performance specifications, scope of work and terms and conditions set forth in this agreement, (iii) with due care and in accord with applicable laws and regulations including all laws and regulations relating to the scope of work in the agreement, health, safety and the environment, fair labor practices, unlawful discrimination and immigration, and (iv) in accord with generally prevailing industry standards. Upon City providing notice to Contractor as set out in a reasonably detailed written notice to cure any non-conformance within thirty (30) days of occurrence, Contractor agrees to re-perform the services to achieve commercially reasonable conformance with this warranty.

15.0 SUSPENSION/STOP WORK ORDER

15.1 The REAM Director or Deputy Director, 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 Director or Deputy Director 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 12.1.

15.2 In the event the City of Mobile determines not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section 12.1. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract.

16.0 NOTICES

16.1 The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project, DIRECTOR OF REAL ESTATE ASSET MANAGEMENT, Carleen Stout-Clark or the Director's designated representative, DEPUTY DIRECTOR OF REAL ESTATE ASSET MANAGEMENT, Chad Holm.

16.2 Any notices of any nature, whatsoever, including but not limited to notice of termination or default shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:
City of Mobile Building Services
c/o: Chad Holm
City's Authorized Agent
205 Government St.
P.O. Box 1827
Mobile AL 36633-1827

CONTRACTOR:
VSC Fire & Security, Inc.
c/o Marcus Brister
Contractor's Authorized Agent
4940 Tufts Road
Mobile, AL 36619

16.3 Any change in the City's Department Head or the Contractor's Authorized Agent will be promptly communicated by the party making the change.

17.0 DEFAULT/ BREACH

17.1 Default. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in

contract proposals or during performance,10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

18.0 EFFECT OF DEFAULT

18.1 Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Contractor for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Contractor and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, in either case by giving Contractor written notice of such termination. In the event of termination of this Agreement by the City because of the Contractor's default or breach, the City may take possession of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

19.0 WITHHOLDING PAYMENT DUE

19.1 Default by Contractor shall excuse any obligation of City to pay compensation or sums otherwise due Contractor under the agreement. City may withhold any and all sums due if there has been a default or breach by Contractor of any provision of this agreement**.**

20.0 CURE PLAN

20.1 If Contractor fails to comply with any material provision of this agreement, the City may issue a written notice requiring Contractor to submit a corrective action plan (CAP) within such time as City directs. If Contractor fails to provide an acceptable CAP or does not cure the breach

within the time frame specified, the City may invoke additional sanctions or terminate this Agreement.

21.0 EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

21.1 Failure by the Contractor to perform in accordance with the terms, conditions, and specifications of this agreement, including but not limited to failure to complete work within the specified time frame, failure to meet quality or safety standards, or abandonment of the project, and any other breach as defined herein, may be considered by City in evaluating the Contractor's status as a 'responsible bidder' as defined under Alabama law in future competitive bid determinations within the parameters of acceptable evaluation.

22.0 PEER REVIEW/VALUE ENGINEERING

22.1 The City reserves the right to engage independent experts to conduct peer reviews or value engineering analyses of the Project at any stage. Contractor shall cooperate fully by providing necessary documentation and access. If the peer review identifies opportunities for cost savings or performance improvements without compromising safety or quality, Contractor shall implement such recommendations as directed by the City, subject to equitable adjustments if necessary.

23.0 ANTI-BOYCOTT

23.1 Contractor agrees it is not currently engaged in and will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade within the meaning of Alabama Code 41-16-5.

24.0 NON-DISCRIMINATION

24.1 Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

25.0 COMPLIANCE WITH IMMIGRATION LAW

25.1 By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the attached Exhibit D, *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.

26.0 MISCELLANEOUS

26.1 This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

26.2 The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

26.3 The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.

26.4 Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.

26.5 The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

26.6 If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder**.**

26.7 The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

26.8 If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.

26.9 The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

26.10 Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

26.11 Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

26.12 In the event of conflicts or inconsistencies between the provisions of this agreement and those in any attachment or Exhibit hereto, then the provisions of this agreement will take precedence and be applicable, binding and enforceable.

26.13 Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed

itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

26.14 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.

26.15 Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

26.16 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

26.17 Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

26.18 Attorney's Fees and Costs. If the City is required to take legal action to enforce this contract, the contractor agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.

26.19 Non-Waiver of Rights. Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.

26.20 Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

26.21 Non-Assignment. Contractor shall not transfer or assign this Service Contract 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.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year last written below.

CITY OF MOBILE, A Municipal Corporation

OWNER: City of Mobile

Signature

Spiro N. Cheriogotis

Mayor, City of Mobile

SERVICE CONTRACTOR:
VSC FIRE & SECURITY, INC.

Signature

Marcus Brister

VP, Division Manager
Printed Name and Title

(Corporate Seal if applicable)

ATTEST:

City Clerk

STATE OF Alabama
COUNTY OF Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Marcus Brister as VP, DM of VSC Fire & Security and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of administrator
Sworn to and subscribed for me this 27th day of February, 2026.

MKirschner

NOTARY PUBLIC
STATE OF ALABAMA AT-LARGE
My Commission Expires:
3/14/2028

MARION KIRSCHNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Mar. 14, 2028

END OF SECTION

EXHIBIT A – SCOPE OF WORK

SERVICE CONTRACT – VARIOUS LOCATIONS – FIRE SPRINKLER AND BACKFLOW PREVENTER INSPECTIONS AND REPAIR
SC-019-26

January 7, 2026

Scope of Services:
The Work of this Service Contract includes, but is not limited to, the furnishing of all labor, material, equipment, tools, supplies, and all associated travel time and expenses required to maintain specified facilities fire sprinkler, fire pump system and valves, valve components and inspections and testing , along with the associated fire supply line Backflow Preventer inspection and annual testing. Service Contractor shall provide a total of four (4) inspections per every twelve (12) contiguous months: One (1) Annual Inspection and three Quarterly Inspections for all facilities listed in Attachment A – Locations. Backflow Preventer Inspections and Testing shall be scheduled as per the Service Contract Administrator, and in accordance with the following Nation Fire Protection Association (NFPA) requirements:

1. Automatic Sprinkler Systems, NFPA 13
2. Water Spray Fixed Systems, NFPA 15
3. Foam-Water Sprinkler System or Foam-Water Spray Systems, NFPA 16
4. Inspections, Testing, and Maintenance of Water-Based Systems. NFPA 25
5. National Electric Code, NFPA 70
6. National Fire Alarm and Signal Code, NFPA 72

Basic Services: Services shall include, but are not limited to, the following:

1. Coordination:
    a. Coordinate all inspections with the Service Contract Administrator or designated representative.
    b. A schedule for all testing and inspections shall be provided no less than 5 days before any service is completed.

2. Quality Assurance:
    a. Inspections shall be performed by a qualified (competent, capable, trained, certified, and licensed) technician that has met all the requirements and training established by the State of Alabama Fire Marshal and the City of Mobile Fire Rescue Department.

3. Inspections and Testing - General:
    a. All inspections, testing, impairments, and record keeping shall be implemented in accordance with procedure meeting those established in the National Fire Protections Association (NFPA) Codes, 1,13,15,16,25,70, and 72.
    b. Inspections and testing shall be scheduled so as to minimize any disturbance to the regular operations of the location, personnel, and visitors.

4. Inspections and Testing - Schedule:
    a. Due to the nature of the facilities and various functions, the schedule for the Annual

and Quarterly Inspections and Testing will be coordinated via the Service Contract Administrator.

b. All Annual Inspections for Fire Sprinkler Systems and Backflow Preventers shall start upon Notice to Proceed. All City of Mobile Inspections shall be completed within a 60-day window following the Notice to Proceed. Quarterly Inspections shall be scheduled upon completion of the Annual Inspection.

5. Inspections and Testing – Requirements:
   a. Annual Inspections shall include, but are not limited to:
      i. Sprinkler Systems-per NFPA25, Chapter 5 – Table 5.1.1.2
         - Building-Assessments of the internal piping conditions
         - Control valves
         - Fire Department connections
         - Gauges (wet and deluge systems)
         - Hangers/braces/supports
         - Heat tracing
         - Hydraulic design information sign
         - Information signs
         - Sprinklers
         - Sprinklers (spare)
         - Valves
         - Antifreeze Solution
      ii. Fire Line and Potable Water Backflow Preventers – per NFPA 13 and 25, for One (1) Backflow Preventer at each facility
      iii. Standpipe and Hose System – per NFPA 25, Chapter 6 – Table 6.1.1.2
      iv. Fire Pump – per NFPA 25, Chapter 8 – Table 8.1.2
         - Flow conditions
         - Fire pump alarm signals
         - Pump house heating ventilation louvers
         - Fire pump System
      v. Valves, Valve Components, and Trim – per NFPA 25
         - Pressure reducing and relief valves
         - Main drain
         - Control valves (position/operation)
         - Full flow
         - Circulation relief
         - Pressure relief valves
   b. Quarterly Inspections shall include, but not limited to:
      i. Sprinkler Systems
         - Gauges
         - Control valves
         - Waterflow alarm devises
         - Valve supervisory alarm signal
         - Supervisory signal devices

- Hydraulic nameplate
- Waterflow alarm devices (mechanical devices)
- Vane and pressure switch type devices

ii. Fire Pump
- Electric motor driven fire pump
- Fire pump alarm signal
- Pump house heating ventilating louvers
- Fire pump system

iii. Valves, Valve Components, and Trim
- Control valves – Locked
- Tamper switches
- Pressure reducing valves
- Backflow prevention assemblies
- Main drains
- Waterflow alarms

6. System Impairments or Shut-Down: Where an impairment or shut-down of any fire protection system is required for inspection or testing purposes, the procedures outlined in NFPA 15 shall be followed.

7. Inspection and Testing Reports
   a. All Inspection and Testing Reports shall include the following:
      - The name and location
      - Facility address
      - Date of Inspection
      - Name and signature of inspector/technician
      - System description
      - A complete list of all components required to be tested/inspected with results of the testing/inspection
      - Other information as required
      - Sprinkler System and Backflow Preventers inspection/testing shall be on separate reports
   b. Deficiencies shall be clearly and legibly noted on the Report Form.
   c. Systems and/or components showing any damage, leakage, corrosion, impairment and/or non-function gauges or other equipment shall be immediately reported to the Service Contract Administrator.
   d. Inspections will be recorded on a standard report form prepared by the Service Contractor.
   e. Copies of all reports will be furnished to the Service Contract Administrator in the Building Services Department, and to the City of Mobile's Fire Marshal. Reports shall be submitted with invoices for payment.

f. Copies of all reports shall be submitted to the City of Mobile's Fire Prevention Bureau using the Fire Department Contracting Portal that is accessible through the City of Mobile Fire Department Website.
g. Backflow Preventer Inspection Reports shall be submitted to the Mobile Area Water Sewer Systems (MAWSS) Cross-Connection and Backflow Prevention Program, date February 17, 2017.

Additional Services: May include, but are not limited to, the following:

1. Additional inspections and testing may be required for potable water backflow preventers located at one of the locations listed in Attachment A – Locations, or for additional fire/potable water backflow preventers located at other City of Mobile locations. Additional backflow preventer inspections and testing shall be performed in accordance with the requirements of this Section and shall be provided only as directed by the Service Contract Administrator. Additional Services shall be billed in accordance with the Unit Prices as listed in Section 3 of the Bid Form.

Inspection Forms:

1. The inspections will be recorded on a standard report prepared by the Service Contractor.
2. Copies of all reports will be furnished to the Service Contract Administrator in the Building Services Department, and to the City of Mobile Fire Marshal. Reports shall be submitted with invoices for payment.
3. Copies of all reports shall be submitted to the City of Mobile's Fire Prevention Bureau using the Fire Department Contracting Portal that is accessible through the City of Mobile Fire Department Website.
4. Backflow Preventer Inspection Reports shall be submitted to the Mobile Area Water Sewer Systems (MAWSS) Cross-Connection and Backflow Prevention Program, date February 17, 2017.

All work shall be in accordance with the National Fire Protection Association (NFPA) Code Sections as listed above, the State of Alabama Fire Code, and all City of Mobile Regulations. Service Contractor shall be certified and hold a valid permit from the State of Alabama Fire Marshal. The work shall be performed by qualified technicians that have met the training requirements established by the State of Alabama Fire marshal and the City of Mobile Fire Rescue Department.

END OF SECTION

ATTACHMENT A - LOCATIONS

	LOCATION	ADDRESS	FIRE SPRINKLER	FIRE BACKFLOW PREVENTER	DOMESTIC BACKFLOW PREVENTER	FIRE PUMP	FIRE HOSE
1	200 Government St.	200 Government St.	✓				
2	Animal Shelter	855 Owen St.		✓			
3	Arena Parking Garage	200 S. Claiborne St.	✓			✓	
4	Arlington Park	1705 S. Broad St.			✓		
5	Convention Center	1 S. Water St.	✓	✓	✓	✓	
6	Cruise Terminal	201 S. Water St.	✓	✓	2X		
7	Azalea City Golf Course	1000 Gailard Dr.	✓	✓			
8	Azalea Road Complex	1301 Azalea Rd.					✓
9	Ben May Library	701 Government St.	✓	✓	✓	✓	
10	Connie Hudson Senior Center	3201 Hillcrest Rd.	✓	✓	✓		
11	Dotch Community Center	3100 Bank Ave.	✓	✓			
12	Dow Amphitheater	3055 Bank Ave.	✓	✓	✓		
13	Electrical Department	854 Gayle St.	✓				
14	Exploreum	65 Government St.	✓	✓	✓		
15	Fire Station #1-Freeman	6801 Overlook Rd.	✓	✓			
16	Fire Station #7-Seelhorst	5525 Commerce Blvd.	✓	✓	✓		
17	Fire Station #12-Crichton	200 Davenport Ave.	✓	✓	✓		
18	Fire Station #18-Springhill	700 Museum Dr.	✓	✓	✓		
19	Fire Station #21-Reid	512 Stimrad Rd.			✓		
20	Fire Station #26-Public Safety Complex	8080 Airport Blvd.	✓	✓	✓		
21	Fire Station #28-Berger	7050 Old Military Rd.	✓	✓	✓		
22	Harmon Rec Center	1611 Belfast St.	✓	✓			

23	Heroes Park (Theodore Park)	7171 Old Military Rd.			2X		
24	Hillsdale Community Center	558 Felhorn Rd.	✓	✓			
25	History Museum of Mobile	111 S. Royal St.	✓	✓	✓		
26	Hurtel Admin Complex	1900 Hurtel St.			✓		✓
27	Irrigation Site on Canal St. Median	Canal St.			4X		
28	MOH Park-Gymnastic Center	1711 Hillcrest Rd.		✓	✓		
29	Mobile Botanical Garden	5151 Museum Dr.		✓			
30	Mobile Museum of Art	4850 Museum Dr.	✓	✓	✓		
31	MPD HQ	2460 Government St.			✓		
32	MPD Impound Lot	1251 Virginia St.	✓	✓			
33	MPD Precinct #3	2165 St. Stephens Rd.	✓	✓			
34	National Maritime Museum	155 S. Water St.	✓	✓	✓		
35	Parks HQ	48 N. Sage Ave.	✓	✓			
36	Parkway Library	1924B Dauphin Island Parkway	✓				
37	Playhouse in the Park	4851 Museum Dr.	✓	✓			
38	Public Works Complex	770 Gayle St.			✓		
39	Public Works Body Shop	901 Kelley St.	✓	✓	✓		
40	Saenger Theater	6 S. Joachim St.	✓		✓		
41	Springhill Rec Center	1151 Springhill Ave.					✓
42	Sullivan Community Center	351 N. Catherine St.	✓	✓	✓		
43	Tardy Cottage	104 S. Lawrence	✓	✓			
44	Tricentennial Park	2121 Bragg Ave.			✓		
45	Toulminville Library	601 Stanton Rd.	✓	✓			
46	Wave Transit System	1224 W. I-65 Service Rd.			✓		
47	West Regional Library	5555 Grelot Rd.	✓	✓	✓		

Service Contractor to verify location, model, and type during field inspection.

END OF SECTION

EXHIBIT B - BID FORM

The following Bid Format shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

TO: CITY OF MOBILE, 205 GOVERNMENT ST., P.O. BOX 1827, MOBILE, AL, 36633-1827

REF: PROJECT NAME: SERVICE CONTRACT – VARIOUS LOCTIONS – FIRE SPRINKLER AND BACKFLOW PREVENTER INSPECTIONS AND REPAIR

PROJECT LOCATION: VARIOUS CITY OF MOBILE LOCATIONS

PROJECT NO.: SC-019-26

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile Building Services Department, dated January 7, 2026, and all subsequent Addenda thereto, as verified by the Bidder prior to submission of this Proposal and which are hereby acknowledged, the Undersigned Bidder,

COMPANY NAME: VSC Fire and Security

ADDRESS: 4940 Tufts Rd Mobile, AL 36619

PHONE: 251-706-8100 **EMAIL:** jsturm@vscfire.com

CITY OF MOBILE BUSINESS LICENSE NUMBER: 93795

CITY OF MOBILE VENDOR NUMBER: _____

SECRETARY OF STATE OF ALABAMA ACCOUNT NUMBER: _____
(Note: The Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) [X] **(A Corporation)**
[ ] **(A Partnership)**
[ ] **(An Individual Doing Business)**

hereby proposes to furnish all labor, materials, tools, insurance, equipment, and supplies, and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, Scope of Work, and all applicable laws and regulations for the sum listed below.

The Work shall commence on the date of written Notice to Proceed, issued by the City. The term of the Contract shall extend for One (1) year from the date of the Notice to Proceed with the option to renew for Two (2) additional one-year terms, by notifying the Service Contractor not less than Thirty (30) days prior to the expiration date of the preceding term. The City of Mobile shall have the right to extend the Contract at the end of the third year (2nd Additional Term) at the rates listed in Year 3, Schedule of Values, for a period not to exceed Sixty (60)

calendar days.

1. BASE BID – As specified in Scope of Work

BASE BID – SERVICE AND MAINTENANCE - shall be based on the following. All totals should be rounded to the nearest whole dollar:

YEAR 1					
	LOCATION	ADDRESS	FIRE SYSTEM INSPECTION & TESTING	BACKFLOW PREVENTER INSPECTION	TOTAL
1	200 Government St.	200 Government St.	$ 655.00		$ 655.00
2	Animal Shelter	855 Owen St.	$ N/A	$ 655.00	$ 655.00
3	Arena Parking Garage	200 S. Claiborne St.	$ 655.00	$ N/A	$ 655.00
4	Arlington Park	1705 S. Broad St.		$ 655.00	$ 655.00
5	Convention Center	1 S. Water St.	$ 435.00	$ 220.00	$ 655.00
6	Cruise Terminal	201 S. Water St.	$ 545.00	$ 110.00	$ 655.00
7	Azalea City Golf Course	1000 Gailard Dr.	$ 545.00	$ 110.00	$ 655.00
8	Azalea Road Complex	1301 Azalea Rd.	$ 655.00		$ 655.00
9	Ben May Library	701 Government St.	$ 545.00	$ 110.00	$ 655.00
10	Connie Hudson Senior Center	3201 Hillcrest Rd.	$ 545.00	$ 110.00	$ 655.00
11	Dotch Community Center	3100 Bank Ave.	$ 545.00	$ 110.00	$ 655.00
12	Dow Amphitheater	3055 Bank Ave.	$ 545.00	$ 110.00	$ 655.00
13	Electrical Department	854 Gayle St.	$ 655.00		$ 655.00
14	Exploreum	65 Government St.	$ 435.00	$ 220.00	$ 655.00
15	Fire Station #1-Freeman	6801 Overlook Rd.	$ 545.00	$ 110.00	$ 655.00
16	Fire Station #7-Seelhorst	5525 Commerce Blvd.	$ 545.00	$ 110.00	$ 655.00
17	Fire Station #12-Crichton	200 Davenport Ave.	$ 545.00	$ 110.00	$ 655.00
18	Fire Station #18-Springhill	700 Museum Dr.	$ 545.00	$ 110.00	$ 655.00
19	Fire Station #21-Reid	512 Stimrad Rd.		$ 655.00	$ 655.00
20	Fire Station #26-Public Safety Complex	8080 Airport Blvd.	$ 435.00	$ 220.00	$ 655.00
21	Fire Station #28-Berger	7050 Old Military Rd.	$ 545.00	$ 110.00	$ 655.00
22	Harmon Rec Center	1611 Belfast St.	$ 545.00	$ 110.00	$ 655.00
23	Heroes Park (Theodore Park)	7171 Old Military Rd.		$ 655.00	$ 655.00
24	Hillsdale Community Center	558 Felhorn Rd.	$ 545.00	$ 110.00	$ 655.00
25	History Museum of Mobile	111 S. Royal St.	$ 545.00	$ 110.00	$ 655.00
26	Hurtel Admin Complex	1900 Hurtel St.	$ 545.00	$ 110.00	$ 655.00
27	Irrigation Site on Canal St. Median	Canal St.		$ 655.00	$ 655.00
28	MOH Park-Gymnastic Center	1711 Hillcrest Rd.	$ N/A	$ 655.00	$ 655.00
29	Mobile Botanical Gardens	5151 Museum Dr.		$ 655.00	$ 655.00
30	Mobile Museum of Art	4850 Museum Dr.	$ 545.00	$ 110.00	$ 655.00

31	MPD HQ	2460 Government St.		$655.00	$ 655.00
32	MPD Impound Lot	1251 Virginia St.	$545.00	$110.00	$ 655.00
33	MPD Precinct #3	2165 St. Stephens Rd.	$545.00	$110.00	$ 655.00
34	National Maritime Museum	155 S. Water St.	$435.00	$220.00	$ 655.00
35	Parks HQ	48 N. Sage Ave.	$545.00	$ 110.00	$ 655.00
36	Parkway Library	1924B Dauphin Island Parkway	$ 655.00		$ 655.00
37	Playhouse in the Park	4851 Museum Dr.	$545.00	$110.00	$ 655.00
38	Public Works Complex	770 Gayle St.		$655.00	$ 655.00
39	Public Works Body Shop	901 Kelley St.	$ 435.00	$220.00	$ 655.00
40	Saenger Theater	6 S. Joachim St.	$ 545.00	$110.00	$ 655.00
41	Springhill Rec Center	1151 Springhill Ave.	$655.00		$ 655.00
42	Sullivan Community Center	351 N. Catherine St.	$N/A	$N/A	$N/A
43	Tardy Cottage	104 S. Lawrence	$545.00	$110.00	$ 655.00
44	Tricentennial Park	2121 Bragg Ave.		$655.00	$ 655.00
45	Toulminville Library	601 Stanton Rd.	$545.00	$110.00	$ 655.00
46	Wave Transit System	1224 W. I-65 Service Rd.		$655.00	$ 655.00
47	West Regional Library	5555 Grelot Rd.	$435.00	$220.00	$ 655.00
TOTALS			$ 19,075.00	$ 11,055.00	$ 30,130.00

YEAR 2

	LOCATION	ADDRESS	FIRE SYSTEM INSPECTION & TESTING	BACKFLOW PREVENTER INSPECTION	TOTAL
1	200 Government St.	200 Government St.	$ 690.00		$ 690.00
2	Animal Shelter	855 Owen St.	$ N/A	$ 690.00	$ 690.00
3	Arena Parking Garage	200 S. Claiborne St.	$ 690.00	$N/A	$ 690.00
4	Arlington Park	1705 S. Broad St.		$ 690.00	$ 690.00
5	Convention Center	1 S. Water St.	$ 580.00	$ 110.00	$ 690.00
6	Cruise Terminal	201 S. Water St.	$ 575.00	$ 115.00	$ 690.00
7	Azalea City Golf Course	1000 Gailard Dr.	$ 575.00	$ 115.00	$ 690.00
8	Azalea Road Complex	1301 Azalea Rd.	$ 690.00		$ 690.00
9	Ben May Library	701 Government St.	$ 575.00	$115.00	$ 690.00
10	Connie Hudson Senior Center	3201 Hillcrest Rd.	$ 575.00	$115.00	$ 690.00
11	Dotch Community Center	3100 Bank Ave.	$ 575.00	$115.00	$ 690.00
12	Dow Amphitheater	3055 Bank Ave.	$ 575.00	$ 115.00	$ 690.00
13	Electrical Department	854 Gayle St.	$ 690.00		$ 690.00
14	Exploreum	65 Government St.	$ 460.00	$230.00	$ 690.00
15	Fire Station #1-Freeman	6801 Overlook Rd.	$ 575.00	$115.00	$ 690.00
16	Fire Station #7-Seelhorst	5525 Commerce Blvd.	$ 575.00	$115.00	$. 690.00

17	Fire Station #12-Crichton	200 Davenport Ave.	$ 575.00	$115.00	$ 690.00
18	Fire Station #18-Springhill	700 Museum Dr.	$ 575.00	$115.00	$ 690.00
19	Fire Station #21-Reid	512 Stimrad Rd.		$ 690.00	$ 690.00
20	Fire Station #26-Public Safety Complex	8080 Airport Blvd.	$ 460.00	$ 230.00	$ 690.00
21	Fire Station #28-Berger	7050 Old Military Rd.	$ 575.00	$115.00	$ 690.00
22	Harmon Rec Center	1611 Belfast St.	$ 575.00	$115.00	$ 690.00
23	Heroes Park (Theodore Park)	7171 Old Military Rd.		$ 690.00	$ 690.00
24	Hillsdale Community Center	558 Felhorn Rd.	$ 575.00	$115.00	$ 690.00
25	History Museum of Mobile	111 S. Royal St.	$ 575.00	$115.00	$ 690.00
26	Hurtel Admin Complex	1900 Hurtel St.	$ 575.00	$115.00	$ 690.00
27	Irrigation Site on Canal St. Median	Canal St.		$ 690.00	$ 690.00
28	MOH Park-Gymnastic Center	1711 Hillcrest Rd.	$ N/A	$ 690.00	$ 690.00
29	Mobile Botanical Gardens	5151 Museum Dr.		$ 690.00	$ 690.00
30	Mobile Museum of Art	4850 Museum Dr.	$ 575.00	$115.00	$ 690.00
31	MPD HQ	2460 Government St.		$690.00	$ 690.00
32	MPD Impound Lot	1251 Virginia St.	$ 575.00	$115.00	$ 690.00
33	MPD Precinct #3	2165 St. Stephens Rd.	$ 575.00	$115.00	$ 690.00
34	National Maritime Museum	155 S. Water St.	$ 450.00	$ 240.00	$ 690.00
35	Parks HQ	48 N. Sage Ave.	$ 575.00	$ 115.00	$ 690.00
36	Parkway Library	1924B Dauphin Island Parkway	$ 690.00		$ 690.00
37	Playhouse in the Park	4851 Museum Dr.	$ 575.00	$115.00	$ 690.00
38	Public Works Complex	770 Gayle St.		$690.00	$ 690.00
39	Public Works Body Shop	901 Kelley St.	$ 460.00	$230.00	$ 690.00
40	Saenger Theater	6 S. Joachim St.	$ 575.00	$ 115.00	$ 690.00
41	Springhill Rec Center	1151 Springhill Ave.	$ 690.00		$ 690.00
42	Sullivan Community Center	351 N. Catherine St.	$N/A	$N/A	$N/A
43	Tardy Cottage	104 S. Lawrence	$ 575.00	$115.00	$ 690.00
44	Tricentennial Park	2121 Bragg Ave.		$ 690.00	$ 690.00
45	Toulminville Library	601 Stanton Rd.	$ 575.00	$115.00	$ 690.00
46	Wave Transit System	1224 W. I-65 Service Rd.		$ 690.00	$ 690.00
47	West Regional Library	5555 Grelot Rd.	$ 575.00	$ 115.00	$ 690.00
TOTALS			$ 20,350.00	$ 11,390.00	$ 31,740.00

YEAR 3					
	LOCATION	**ADDRESS**	**FIRE SYSTEM INSPECTION & TESTING**	**BACKFLOW PREVENTER INSPECTION**	**TOTAL**
1	200 Government St.	200 Government St.	$ 690.00		$ 690.00
2	Animal Shelter	855 Owen St.	$ N/A	$ 690.00	$ 690.00

3	Arena Parking Garage	200 S. Claiborne St.	$ 690.00	$ N/A	$ 690.00
4	Arlington Park	1705 S. Broad St.		$ 690.00	$ 690.00
5	Convention Center	1 S. Water St.	$ 580.00	$ 110.00	$ 690.00
6	Cruise Terminal	201 S. Water St.	$ 580.00	$ 110.00	$ 690.00
7	Azalea City Golf Course	1000 Gailard Dr.	$ 570.00	$ 120.00	$690.00
8	Azalea Road Complex	1301 Azalea Rd.	$ 690.00		$690.00
9	Ben May Library	701 Government St.	$ 570.00	$ 120.00	$690.00
10	Connie Hudson Senior Center	3201 Hillcrest Rd.	$ 570.00	$ 120.00	$690.00
11	Dotch Community Center	3100 Bank Ave.	$ 570.00	$ 120.00	$690.00
12	Dow Amphitheater	3055 Bank Ave.	$ 570.00	$ 120.00	$690.00
13	Electrical Department	854 Gayle St.	$ 690.00		$690.00
14	Exploreum	65 Government St.	$ 450.00	$ 240.00	$ 690.00
15	Fire Station #1-Freeman	6801 Overlook Rd.	$ 570.00	$ 120.00	$ 690.00
16	Fire Station #7-Seelhorst	5525 Commerce Blvd.	$ 570.00	$ 120.00	$ 690.00
17	Fire Station #12-Crichton	200 Davenport Ave.	$ 570.00	$ 120.00	$ 690.00
18	Fire Station #18-Springhill	700 Museum Dr.	$ 570.00	$ 120.00	$ 690.00
19	Fire Station #21-Reid	512 Stimrad Rd.		$ 690.00	$ 690.00
20	Fire Station #26-Public Safety Complex	8080 Airport Blvd.	$ 450.00	$ 240.00	$ 690.00
21	Fire Station #28-Berger	7050 Old Military Rd.	$ 570.00	$ 120.00	$ 690.00
22	Harmon Rec Center	1611 Belfast St.	$ 570.00	$ 120.00	$ 690.00
23	Heroes Park (Theodore Park)	7171 Old Military Rd.		$ 690.00	$ 690.00
24	Hillsdale Community Center	558 Felhorn Rd.	$ 570.00	$ 120.00	$ 690.00
25	History Museum of Mobile	111 S. Royal St.	$ 570.00	$ 120.00	$ 690.00
26	Hurtel Admin Complex	1900 Hurtel St.	$ 570.00	$ 120.00	$ 690.00
27	Irrigation Site on Canal St. Median	Canal St.		$ 690.00	$ 690.00
28	MOH Park-Gymnastic Center	1711 Hillcrest Rd.	$ N/A	$ 690.00	$ 690.00
29	Mobile Botanical Gardens	5151 Museum Dr.		$ 690.00	$ 690.00
30	Mobile Museum of Art	4850 Museum Dr.	$ 570.00	$ 120.00	$ 690.00
31	MPD HQ	2460 Government St.		$ 690.00	$ 690.00
32	MPD Impound Lot	1251 Virginia St.	$ 570.00	$ 120.00	$ 690.00
33	MPD Precinct #3	2165 St. Stephens Rd.	$ 570.00	$ 120.00	$ 690.00
34	National Maritime Museum	155 S. Water St.	$ 570.00	$ 120.00	$ 690.00
35	Parks HQ	48 N. Sage Ave.	$ 570.00	$ 120.00	$ 690.00
36	Parkway Library	1924B Dauphin Island Parkway	$ 690.00		$ 690.00
37	Playhouse in the Park	4851 Museum Dr.	$ 570.00	$ 120.00	$ 690.00
38	Public Works Complex	770 Gayle St.		$ 690.00	$ 690.00
39	Public Works Body Shop	901 Kelley St.	$ 450.00	$ 240.00	$ 690.00
40	Saenger Theater	6 S. Joachim St.	$ 570.00	$ 120.00	$ 690.00
41	Springhill Rec Center	1151 Springhill Ave.	$ 690.00		$ 690.00
42	Sullivan Community Center	351 N. Catherine St.	$ N/A	$ N/A	$ N/A
43	Tardy Cottage	104 S. Lawrence	$ 570.00	$ 120.00	$ 690.00

44	Tricentennial Park	2121 Bragg Ave.		$ 690.00	$ 690.00
45	Toulminville Library	601 Stanton Rd.	$ 570.00	$ 120.00	$690.00
46	Wave Transit System	1224 W. I-65 Service Rd.		$ 690.00	$ 690.00
47	West Regional Library	5555 Grelot Rd.	$ 450.00	$ 240.00	$ 690.00
TOTALS			$ 20,210.00	$ 11,530.00	$ 31,740.00

2. CONTRACT SUM:

The City shall pay the Service Contractor for the term of the Contract, for time and material, subject to additions and deductions provided therein, in current funds, the sum as follows:

Year 1 (Initial Term):

Thirty Thousand One Hundred and Thirty **and 00/100 Dollars** $ 30,130.00

(Amount in Words) **(Amount in Numbers)**

Year 2 (First Additional Term):

Thirty One Thousand Seven Hundred and Forty **and 00/100 Dollars** $ 31,740.00

(Amount in Words) **(Amount in Numbers)**

Year 3 (Second Additional Term):

Thirty One Thousand Seven Hundred and Forty **and 00/100 Dollars** $ 31,740.00

(Amount in Words) **(Amount in Numbers)**

Total (Year 1+ Year 2+ Year 3):

Ninety Three Thousand Six Hundred and Ten **and 00/100 Dollars** $ 93,610.00

(Amount in Words) **(Amount in Numbers)**

***Bids shall include all applicable sales and use taxes and shall be provided in whole dollar amount with no cents.**

3. ADDITIONAL SERVICES:

UNIT PRICES – for Additional Services as specified in Exhibit A - Scope of Work:

The City of Mobile may also request additional services at varied frequencies, as needed, as directed. The Service Contractor shall give written notice to the City and obtain written authorization from the City before commencing such Services. Unit pricing listed should match the pricing used to formulate the corresponding year's bids above. The following rates shall apply:

Hourly Rates: For work performed outside the basic scope of services and not included in the total Bid:

A. Regular Time (7am to 5pm, Monday through Friday):

Year 1: $ 105.00 per hour; Year 2: $ 115.00 per hour; Year 3: $ 120.00 per hour

B. Overtime (5pm to 8am, Monday through Friday, and Weekends):

Year 1: $ 155.00 per hour; Year 2: $ 165.00 per hour; Year 3: $ 175.00 per hour

C. Overtime Holidays (Bidder's Holidays):

Year 1: $ 195.00 per hour; Year 2: $ 205.00 per hour; Year 3: $ 225.00 per hour

Parts/Material: for furnishing equipment, parts or other materials:
Service Contractor's Direct Cost plus Fifteen percent (15%).

* Direct cost shall be based on the invoiced amount from supplier/manufacturer and shall include all shipping/delivery costs and all applicable sales and use taxes.

The City of Mobile reserves the right to add, remove and modify services, as needed during the term of this Agreement.

5. BID INCLUDES:
Addendum Number 1, Dated 1/26/2026
Addendum Number _____, Dated _____
Addendum Number _____, Dated _____

6. NON-DISCRIMINATION: The undersigned Bidder certifies that he/she will comply with Federal, State and local laws concerning discrimination, including Chapter 14, Code of the City of Mobile, adopted December 10, 1991, and as amended December 18, 2018.

QUESTIONS: To be answered by all vendors (regardless of whether intending to claim a preference):

A. Do you operate a place of business within the City of Mobile or the City's police jurisdiction? If so, please describe the nature and location of your business facility here, addressing the factors mentioned above.
Yes, we operate a business in Tillmans Corner.

B. If you do not have a place of business within the City or the City's police jurisdiction, do you operate a place of business within the State of Alabama? If so, please describe.

C. Should the City consider your business: woman-owned, a small business, minority owned, veteran-owned, or disadvantaged-owned?_____. If so, please provide any evidence for why the City should consider your business to be characterized in one or more of these categories. Please submit any current certifications you may have relating to these categories.
No

7. REFERENCES: Please list a minimum of three (3) professional references, contract information, type of work performed, and date(s) performed. You may add additional references on a separate sheet, if needed.

A. Reference #1
Company Name: Airbus
Company Address: 320 Airbus Way Mobile, AL 36615
Telephone: 251-439-4000
Type of Work: Inspection / Service Work / Installation
Dates: 12/2025 - Current

B. Reference #2
Company Name: Baldwin County Board of Education
Company Address: 23651 Flowers Road Robertsdale, AL 36567
Telephone: 251-970-4405
Type of Work: Inspections / Service Work / Installation
Dates: 7/2017 - Current

C. Reference #3
Company Name: Austal Shipyard
Company Address: 100 Austal Way Mobile, AL 36602
Telephone: 251-434-8000
Type of Work: Inspection / Service Work / Installation
Dates: 9/2025 - Current

8. DOCUMENTS TO BE SUBMITTED AT TIME OF BID:

- Bid Form
- Subcontracting & Major Supplier Plan, if applicable
- Secretary of State Authorization (Out of State Bidders Only)
- Any additional information, as required by Project Manual

9. SIGNATURE: If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any. Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out. Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification.

COMPANY NAME:

VSC Fire and Security
(Typed)

BY: _____
(Signature of Company Officer)

COMPANY OFFICER: Marcus Brister
(Typed)

TITLE Division Manager Mobile Office
(Typed)

DATE 2/4, 20 26

Sworn to and subscribed before me this 4th **day of** Feb, 2026

_____
Notary Public

MARION KIRSCHNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Mar. 14, 2028

.00

END OF SECTION

SUBCONTRACTING & MAJOR SUPPLIER PLAN

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive: they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company_____ Your Bid/Proposal Amount $_____ Date:

____/ ____/____ Description_____

Name of Bidder/Proposer: _____

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: VSC Fire and Security

Contact Person: Justin Sturm Phone 251-706-8100 Email jsturm@vscfire.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES ( )	NO ( )	Did you do these suggested areas for DBE recruitment and engagement
X		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
X		**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
X		**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
X		**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
	X	**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
	X	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	X	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

X		**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
	X	**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
	X	**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor: and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

X___ Could not find sufficient DBEs to provide subcontracting or supplier services.

____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

Page **5** of **5**
Subcontractor/Supplier Plan

END OF SECTION

VSC Fire & Security, Inc.

Entity ID Number	000-942-506
Entity Type	Foreign Corporation
Principal Address	10343 B KINGS ACRES RD ASHLAND, VA 23005
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Virginia
Formation Date	02/21/1990
Qualify Date	08/17/2009
Registered Agent Name	COGENCY GLOBAL INC
Registered Office Street Address	2 NORTH JACKSON STREET SUITE 605 MONTGOMERY, AL 36104
Registered Office Mailing Address	2 NORTH JACKSON STREET SUITE 605 MONTGOMERY, AL 36104
Nature of Business	
Capital Authorized	
Capital Paid In	
Annual Reports	
Report Year	2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024
Transactions	
Transaction Date	04/27/2010
Registered Agent Changed From	CSC LAWYERS INCORPORATING SRV INC CORPORATION SERVICE COMPANY 150 S PERRY ST MONTGOMERY, AL 36104
Transaction Date	04/15/2011
Registered Agent Changed From	NATIONAL CORPORATE RESEARCH LTD INC 2527 COLLEGE ST MONTGOMERY, AL 36104
Transaction Date	06/02/2017

VSC Fire & Security, Inc.

Registered Agent Changed From	NATIONAL CORPORATE RESEARCH LTD INC 2094 MYRTLEWOOD DRIVE MONTGOMERY, AL 36111

Scanned Documents

Purchase Document Copies

Document Date / Type / Pages	08/17/2009	Certificate of Formation 1 pg.
Document Date / Type / Pages	04/27/2010	Registered Agent Change 1 pg.
Document Date / Type / Pages	04/15/2011	Registered Agent Change 1 pg.
Document Date / Type / Pages	06/02/2017	Registered Agent Change 1 pg.

Browse Results | New Search

E-Verify

Welcome
Charles Pursell

MENU

Company Information

Company Name
VSC Fire & Security, Inc.

Company ID Number
301243

Doing Business As (DBA) Name
--

DUNS Number
609673215

Physical Location

Address 1
10343-B Kings Acres Road

Address 2
--

City
Ashland

State
VA

Zip Code
23005

County
HANOVER

Mailing Address

Address 1
--

Address 2
--

City
--

State
--

Zip Code

--

Additional Information

Employer Identification Number
541543122

Total Number of Employees
1,000 to 2,499

Parent Organization
--

Administrator
--

Organization Designation

Employer Category
Federal Contractor with FAR E-Verify Clause

Federal Contractor Category
None of these categories apply

Employees Being Verified
All new hires and all existing employees assigned to a Federal contract

View / Edit

NAICS Code
238 - SPECIALTY TRADE CONTRACTORS

View / Edit

Total Hiring Sites
17

View / Edit

Total Points of Contact
1

View / Edit

View Original MOU Template

View MOU




Last Login: 06/01/2020 01:20 PM

U.S. Department of Homeland Security

U.S. Citizenship and Immigration Services

Enable Permanent Tooltips

Accessibility

Download Viewers

EXHBIT C – CITY OF MOBILE INSURANCE REQUIREMENTS

Contractor

Insurance – For the duration of this agreement, the Contractor shall maintain the following minimum amounts for this project:

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. Employers Liability with limits of not less than:
   Bodily Injury by Accident $1,000,000 each accident
   Bodily Injury by Disease $1,000,000 policy limit
   Bodily Injury by Disease $1,000,000 each employee
3. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

B. Comprehensive General Liability Insurance:

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.

2. Limits of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

3. General Aggregate Limit shall apply on a "Per Project" Basis.

C. Automobile Liability Insurance:

1. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability for each accident for bodily injury and/or property damage.

D. Excess/ Umbrella Liability Insurance

1. Provide following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

2. Limit of Liability: $2,000,000 combined single limit of liability for each occurrence for bodily injury or property damage.

CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below 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).

Waiver of Subrogation – All polices of insurance shall be endorsed to waive rights of subrogation in favor of the City of Mobile.

Additional Insured – All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured.

Primary Insurance – All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

Certificates of Insurance – General – Within ten (10) calendar days from date of issuance of Contract forms for execution. Consultant shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile. A sample Certificate of Liability Insurance form, including the policy endorsement, is attached for Consultant's reference.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/25/2026

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
McGriff, a MMA LLC Company
7701 Airport Center Drive
Greensboro NC 27409

CONTACT NAME: Cindy Cerbo
PHONE (A/C, No, Ext): 804-678-5000 **FAX (A/C, No):** 888-751-3010
E-MAIL ADDRESS: MCG.RICVABCERTS@MarshMMA.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Ins Co of Pitt. PA	19445
INSURER B : Travelers Casualty & Surety Company	31194
INSURER C : Endurance American Specialty Ins. Co.	41718
INSURER D : Navigators Specialty Insurance Company	36056
INSURER E : Steadfast Insurance Company	26387
INSURER F : New Hampshire Insurance Company	23841

INSURED 35VSCFIR
VSC Fire & Security, Inc.
VSC 21
Attn: Kimberly Williams
4940 Tufts Road
Mobile AL 36619

COVERAGES **CERTIFICATE NUMBER:** 504081079 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	Y	Y	5180114	3/1/2026	3/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 5,000,000 $ 1,000,000 $ 25,000 $ 5,000,000 $ 10,000,000 $ 10,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	2961544	3/1/2026	3/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ $ $
D E	**UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION $	Y	Y	GA25EXCZ07KK61C SXS394812200	3/1/2026 3/1/2026	3/1/2027 3/1/2027	EACH OCCURRENCE AGGREGATE 2nd Layer Excess*	$ 3,000,000 $ 3,000,000 $ 3,000,000
F	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC066656834	3/1/2026	3/1/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B C	Third Party Crime Professional Liab and Pollution Liability	Y	Y Y	107185785 NV10015597700	3/1/2026 3/1/2026	3/1/2027 3/1/2027	$5,000,000 Limit $10M/$10M Claim/Agg $10M/$10M Claim/Agg	$50,000/Ded $50,000/SIR $50,000/SIR

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

*Second Layer Excess Liablity Policy #SXS394812200 - (Steadfast Insurance Company) Limit: $3,000,000 Each Occurrence/Aggregate; Eff. 03/01/26 - 03/01/27.

**Certificate Holder is/are included as Additional Insured with respect to General Liability (including ongoing and completed operations), Automobile Liability and Pollution Liability (including ongoing and completed operations) and coverage is Primary and Non-Contributory where required by written contract. XCU is included under the General Liability policy. Mold/Fungus is included under the Pollution Liability policy.
General Liability, Automobile Liability and Employers Liability are scheduled as underlying policies as respects Excess coverage.
See Attached...

CERTIFICATE HOLDER

City of Mobile
PO Box 1827
Mobile PA 38633

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



© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: 35VSCFIR

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
McGriff, a MMA LLC Company	VSC Fire & Security, Inc. VSC 21 Attn: Kimberly Williams 4940 Tufts Road Mobile AL 36619
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

The Excess Liability is follow form with regards to Additional Insured status.
Waiver of Subrogation is included with respect to General Liability, Automobile Liability and Workers Compensation Coverage where required by written contract.
Waiver of Subrogation is included with respect to Pollution Liability against any person or organization included in the definition of an Insured or against the Insured's Clients or their Designees if prior to the Pollution Claim, a waiver of subrogation was required and accepted under a specific contractual undertaking by the Insured.
Waiver of Subrogation is included with respect to Professional Liability against any person or organization included in the definition of an Insured or against the Insured's Clients or their Designees if prior to the Professional liability Claim, a waiver of subrogation was required and accepted under a specific contractual undertaking by the Insured.
In the event of cancellation by the insurance company(ies) the General Liability, Automobile Liability, Excess Liability, Workers Compensation, Professional Liability and Pollution Liability policy(ies) have been endorsed to provide 30 days' Notice of Cancellation (except when due to non-payment) to the certificate holder.**

Project Name: Service Contract – Various Locations – Fire Sprinkler and Backflow Preventer Inspections and Repair Project Number: SC019-26

© 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

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 WRITTEN CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE WRITTEN CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

 © Insurance Services Office, Inc., 2018

A. **Section II** – **Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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.

© Insurance Services Office, Inc., 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY WRITTEN CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE WRITTEN CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II** – **Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III** – **Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

 © Insurance Services Office, Inc., 2018

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.

© Insurance Services Office, Inc., 2018

POLICY NUMBER: 518-01-14

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):
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.

© Insurance Services Office, Inc., 2018

POLICY NUMBER: 296-15-44

COMMERCIAL AUTO
CA 20 01 11 20

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured: VSC FIRE & SECURITY, INC.

Endorsement Effective Date: 03/01/2026

SCHEDULE

Insurance Company: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.	
Policy Number: 296-15-44	**Effective Date:** 03-01-2026
Expiration Date: 03-01-2027	
Named Insured: VSC FIRE & SECURITY, INC.	
Address: 1800 BAYBERRY COURT SUITE 200, RICHMOND, VA 23226	
Additional Insured (Lessor):	
Address:	
Designation Or Description Of "Leased Autos": ALL "AUTOS" UNDER A LEASING OR RENTAL AGREEMENT BETWEEN THE "INSURED" AND THE LESSOR LISTED ABOVE AS THE ADDITIONAL INSURED THAT REQUIRES DIRECT PRIMARY INSURANCE.	

Coverages	Limit Of Insurance Or Deductible	
Covered Autos Liability	$ 5,000,000	Each "Accident"
Comprehensive	$ 250	Deductible For Each Covered "Leased Auto"
Collision	$ 500	Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	$	Deductible For Each Covered "Leased Auto"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. For a "leased auto" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
   a. You;
   b. Any of your "employees" or agents; or
   c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the Policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the Policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 03/01/2026
forms a part of Policy No. 296-15-44
issued to VSC FIRE & SECURITY, INC.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSUREDS

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)

ENDORSEMENT

This endorsement, effective 12:01 A.M. 03/01/2026
forms a part of Policy No. 296-15-44
issued to VSC FIRE & SECURITY, INC.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

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 recover 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

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 03/01/2026 forms a part of Policy No. WC 066-65-6834

Issued to VSC FIRE & SECURITY, INC.

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 TO WHOM YOU BECOME OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY AGAINST, UNDER ANY CONTRACT OR AGREEMENT YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS.

CONTINUED NEXT PAGE

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 Don Bailey

Authorized Representative

Addendum No. 1

To: Service Contract Providers

From: David Stultz
City of Mobile Building Services Department - Contract Administrator

Re: Service Contract – Various Locations – Fire Sprinkler and Backflow Preventer Inspections and Repair

Project #SC-019-26

Date: January 26, 2026

This Addendum forms a part of, and modifies, the Bid Documents for the above referenced project, dated January 14, 2026. Acknowledge the receipt of this Addendum No. 1, and all subsequent Addenda, if any, in the space provided on the Bid Form. **Failure to do so may subject Bidder to disqualification.**

General:

Item 1. The Pre-Bid Conference Agenda and Attendance Roster, dated January 21, form part of Addendum No. 1 as Attachment A.

Item 2. Question: "How many hoses are at each location?"

Answer: Azalea Road Complex: 2
Saenger Theater: 12
Springhill Rec Center: 2
Convention Center: Building has hose cabinets, but none are present. Fire extinguishers are in place of hoses.

Item 3. Question: "Are you able to provide a device breakdown for the sprinkler systems, how many risers both wet/dry?"
"How many PIV valves are there if any at each location?"
"How many hydrants?"

Answer: This information is unavailable. 2025 Inspection reports can be provided upon request. Please reply in writing to the Contract Administrator by 2:00pm January 30th, 2026, for requested copies. All are available except for the new Arena Parking Garage. This will be the first maintenance inspection completed on the system following the installation. Site visits are available. Please contact the Contract Administrator for scheduling.

Item 4. Addition to Scope of Work – Attachment A – Locations: The National Maritime Museum of the Gulf, located at 155 S. Water Street, has a Fire Pump. Please include inspection of this equipment when completing the Bid Form.

Attachment A

ATTENDANCE ROSTER

PURPOSE	PROJECT	LOCATION	DATE
Pre-Bid Conference	SC-019-26 Service Contract - Various Locations - Fire Sprinkler and Backflow Preventer Inspections and Repair	205 Government Street, South Tower, 5th Floor REAM Conference Room	1/21/2026

NAME	ORGANIZATION	OFFICE	CELL	EMAIL
David Stultz	City of Mobile		251-709-1428	dave.stultz@cityofmobile.org
Russell Herring	Arena Fire Protection		251-622-0773	russ@arenafire.com
Jack Courtney	Hiller Fire		251-455-0533	jcourtney@hillerfire.com
Justin Strum	VSC Fire and Security		317-468-5418	jstrum@vscfire.com
James Yarborough	Firetrol Protection Systems		251-301-7362	jyarborough@firetrol.net

Service Contract – Various City Locations – Fire Sprinkler and Backflow Preventer Inspections and Repair

Project # SC-019-26
PRE-BID Meeting

11:00am Wednesday, January 21, 2026
205 Government Street, Mobile, Alabama 36602

AGENDA

Attendance roster: Include a contact person and an e-mail address where any Addenda should be sent. Please write legibly.
Introductions – Building Services Department, Service Contract Administrator: David Stultz 251-709-1428 cell; david.stultz@cityofmobile.gov

Discussion on the Scope of Work:

1. The scope of this project is to:
2. Provide a Base Bid for all Inspections required for Fire Sprinkler Systems and Backflow Preventers at various locations throughout the City as outlined in the Scope of Work, Exhibit A
3. Unit Pricing as specified on the Bid Form for labor and parts outside the Scope of Work
4. City of Mobile Business License and Certificate of Insurance shall be required by the Service Contractor for the duration of the contract.
5. Generally, the facilities will remain open to the public and City of Mobile maintenance crews. Service Contractor shall provide a monthly schedule to Building Services so site personnel can be informed, or arrangements can be made to access locked facilities.
6. Site access shall be limited to pre-approved locations agreed upon in advance by Building Services. Contractor parking shall not impede the flow of traffic or use of the facility by the City of Mobile, its occupants, or its guests.
7. Service Contractor shall take every precaution to avoid damage to the existing facility and its amenities and shall at their own costs make repairs if damage occurs.
8. Any proposed changes to the Scope of Work shall be submitted to the Building Services Contract Administrator for approval in advance of commencement of any work.
9. Work hours shall typically be 7am to 4pm for Fire Stations & Police Precincts. All other facilities' work hours shall be 8am to 4pm.
10. Upon coordination with the Building Services Contract Administrator, Contractor shall start with the project within 10 days following the written Notice to Proceed.
11. Contract duration is One (1) year from the written Notice to Proceed, with the option, at the City of Mobile's sole discretion, to extend the contract for two (2) terms following the initial year.

Bidding instructions, forms, special requirements and time:

1. Any observed ambiguities, discrepancies, omissions or errors in any part of the contract documents shall be submitted as written RFIs to David Stultz at david.stultz@cityofmobile.gov
2. Official clarifications or corrections will be made by written addendum sent to all registered prospective Bidders via e-mail. Building Services Contract Administrator shall issue all addenda.
3. Cut off time for submission of RFIs is three (3) calendar days prior to the Bid Opening date by 3:00pm.

4. City of Mobile Mun. Code Sec 14-2 requires that the city in all contracts have contractors make every reasonable effort to have at least fifteen percent participation by socially and economically disadvantaged subcontractors and/or material suppliers who are certified as a Disadvantaged Business Enterprises. Documentation of this effort shall be required and included in the Bid.
5. Receipt of Sealed Bids shall be Wednesday, February 4, 2026, no later than 2:00 pm in the City Clerk's office, 9th Floor, Government Plaza, South Tower. Bids will be publicly opened at 2:30pm on the same day in the Atrium Lobby.
6. Bids shall be submitted only on a copy of the Bid Form included in the Project Manual, and shall include all required forms requested, as applicable. Bids submitted digitally or without the proper documentation or envelope shall be rejected.

Additional Requirements within 10 Days of Contract Award:

1. A valid City of Mobile business license for the duration of the contract period
2. E-verify Documentation: The Beason-Hammond Taxpayer Protection Act applies to this project. Contractor shall comply with the requirements of this Act and show proof of enrollment in the E-verify program by submitting the electronically generated Federal E-verify document prior to signing of the construction contract. (see Project Manual)
3. Certificate of Insurance in amounts and with all endorsements as required by the City of Mobile (see attached Certificate of Insurance).
4. A current W-9 Taxpayer Identification Form and City of Mobile Vendor Information Form must be on file with the City of Mobile prior to issuance of Contract.
5. On all documents: City of Mobile Business License, the Alabama Secretary of State Business Identity, the Alabama Secretary of State Certificate of Authority (out of state contractors), E-verify documentation, and ACORD Insurance Form, the Contractors name shall be EXACTLY the same.

Payment requirements.

1. Invoices for services rendered shall be submitted monthly by the Service Contractor to the Building Services Contract Administrator and all Invoices shall be received no later than the 25th day for the month in service.

Review of Scope of Work Exhibits

Adjourn

LEGAL DEPARTMENT — CONTRACT REVIEW COVER SHEET [REVIEW # ____]

To: DAVID STULTZ / REAM
Requester / Department

From: City of Mobile Legal Department
Date: 1/14/26
CityLaw ID: A26-1168 AND A26-1169
Project / Contract Title: SERVICE CONTRACTS - A26-1168 FIRE ALARMS / A26-1169 FIRE SPRINKERS
Vendor / Consultant: INVITATIONS TO BID

I. DOCUMENTS SUBMITTED FOR LEGAL REVIEW (✓ all that apply)

- ☐ Contract / Agreement / MOU / Easement
- ☐ Exhibit A – Scope of Work
- ☐ Exhibit B – Compensation or Fee Schedule
- ☐ Exhibit C – Insurance Requirements
- ☐ Certificate of Insurance (COI)
- ☐ Endorsements
- ☐ Resolution
- ☐ Amendment(s)
- ☐ Change Order(s)
- ☐ Contract Prior Amendments/Change Orders
- ☐ E-Verify documents
- ☐ Other (specify): INVITATION TO BID - INCLUDES CONTRACT AND A THROUGH C

II. LEGAL REVIEW STATUS

■ **Approved as to Legal Form and Compliance** — All submitted documents have been reviewed and approved for legal compliance.

■ *Requires revision before final approval*

III. FOR CIVICPLUS AND ADOBE MATTERS
[The following items were not submitted to Legal for Review]

- ☐ Contract / Agreement / MOU / Easement
- ☐ Exhibit A – Scope of Work
- ☐ Exhibit B – Compensation or Fee Schedule
- ☐ Exhibit C – Insurance Requirements
- ☐ Certificate of Insurance (COI)
- ☐ Endorsements
- ■ Resolution
- ☐ Amendment(s)
- ☐ Change Order(s)
- ☐ Contract Prior Amendments/Change Orders
- ☐ E-Verify documents
- ■ Other (specify): WE RECOMMEND INSERTING INTO THE CONTRACT THE PROVIDED NON-ASSIGNMENT LANGUAGE.

V. LEGAL DEPARTMENT SIGN-OFF

BRYAN HORSLEY — **Reviewed By**
1/14/26 — **Date**

LEGAL DEPARTMENT — CONTRACT REVIEW COVER SHEET [REVIEW # ____]

To: DAVID STULTZ / REAM
Requester / Department

From: City of Mobile Legal Department
Date: 2/19/26
CityLaw ID: A26-1395 AND A26-1396
Project / Contract Title: SERVICE CONTRACTS - FIRE ALARM INSPECTION AND REPAIR / AND FIRE SPRINKER INSPECTION AND REPAIR
Vendor / Consultant: ARENA FIRE PROTECTION INC. / VSC FIRE & SECURITY, INC.

I. DOCUMENTS SUBMITTED FOR LEGAL REVIEW (✓ all that apply)

- ■ Contract / Agreement / MOU / Easement
- ■ Exhibit A – Scope of Work
- ■ Exhibit B – Compensation or Fee Schedule
- ■ Exhibit C – Insurance Requirements
- ■ Certificate of Insurance (COI)
- ■ Endorsements
- ☐ Other (specify): _____
- ■ Resolution
- ☐ Amendment(s)
- ☐ Change Order(s)
- ☐ Contract Prior Amendments/Change Orders
- ■ E-Verify documents

II. LEGAL REVIEW STATUS

■ **Approved as to Legal Form and Compliance** — All submitted documents have been reviewed and approved for legal compliance.

■ *Requires revision before final approval*

III. FOR CIVICPLUS AND ADOBE MATTERS
[The following items were not submitted to Legal for Review]

- ☐ Contract / Agreement / MOU / Easement
- ☐ Exhibit A – Scope of Work
- ☐ Exhibit B – Compensation or Fee Schedule
- ☐ Exhibit C – Insurance Requirements
- ☐ Certificate of Insurance (COI)
- ☐ Endorsements
- ■ Other (specify): PLEASE HAVE ARENA FIRE PROTECTION INC. (1) INCLUDE AN UPDATED/RENEWAL CERTIFICATE OF INSURANCE IN THE PACKAGE FOR SIGNTURE AS THE CURRENT COI IS EXPIRED; AND (2) HAVE THE INSURER REMOVE "ARCHITECTURE ENGINEERING DEPT" FROM THE CERTIFICATE HOLDER BOX IN THE COI. FOR VSC FIRE & SECURITY, THE POLICIES EXPIRE FAIRLY SOON (3/1/26) SO INCLUDE AN UPDATED COI.
- ☐ Resolution
- ☐ Amendment(s)
- ☐ Change Order(s)
- ☐ Contract Prior Amendments/Change Orders
- ☐ E-Verify documents

V. LEGAL DEPARTMENT SIGN-OFF

BRYAN HORSLEY — **Reviewed By**
2/19/26 — **Date**

CAPITAL CONTRACT SUMMARY SHEET

C#5742

AGENDA ITEM SUMMARY SHEET

Agenda of: March 17, 2026

Submitted by:
Jennifer Greene, Dir of Programs & Project Mgmt
Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
The purpose of this resolution is to approve the acquisition of Parcel No. 29 07 23 0 002 169 / Key Number 00766834 on Segment 5 of the Three Mile Creek Greenway Trail. This acquisition is necessary to connect a future section of the Three Mile Creek Greenway Trail.

The Mobile Greenway continues to evolve our transportation infrastructure and is a part of a larger vision to transform the City of Mobile into a more connected and livable community. The objectives of this project are to increase walkability and enhance both biking and pedestrian safety by connecting residential areas and citizens to the surrounding parks, schools, churches and commercial areas.

We look forward to continuing communication on this important community project. Please call Jennifer Greene with questions at 251-208-7199 or email at jennifer.greene@cityofmobile.gov.

Amount of Contract:
$17,511.50

Funding Source
C0291

ATTACHMENTS:
1. Resolution Land for TMC - Josephine St
2. Memo
3. Capital Summary Sheet Shinn
4. SWD Josephine ST Shinn SIGNED

REVIEWERS:
Stacey Howard
Carleen Stout
Brenda Rhodes
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by: Mayor Stimpson, Mayor

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 to accept the Deed, for the acquisition of .53 ± acres of vacant land, Mobile Greenway Initiative Segment 5, located on Three Mile Creek and off Josephine Street, Mobile, Alabama 36607, tax Parcel Number 29 07 23 0 002 169 / Key Number 00766834, and more particularly described on Exhibit A, attached hereto and made a part hereof, as set out in the instruments attached hereto for the price of $17,500.00 plus closing costs.

Said property is being conveyed to the City of Mobile by Tiffany Roux Shinn.

Be it resolved that the Executive Director of Finance be and is authorized and directed to issue payment in the amount of the sales price plus closing costs, less prorate share of property taxes payable Burr & Forman LLP.

Be it further resolved that the Director of Real Estate Asset Management of the City of Mobile is hereby authorized and directed to execute for and in the name and on behalf of the City of Mobile whatever supporting documents, affidavits, closing statements, or other ancillary forms necessary to complete the purchase of said property.

Adopted :

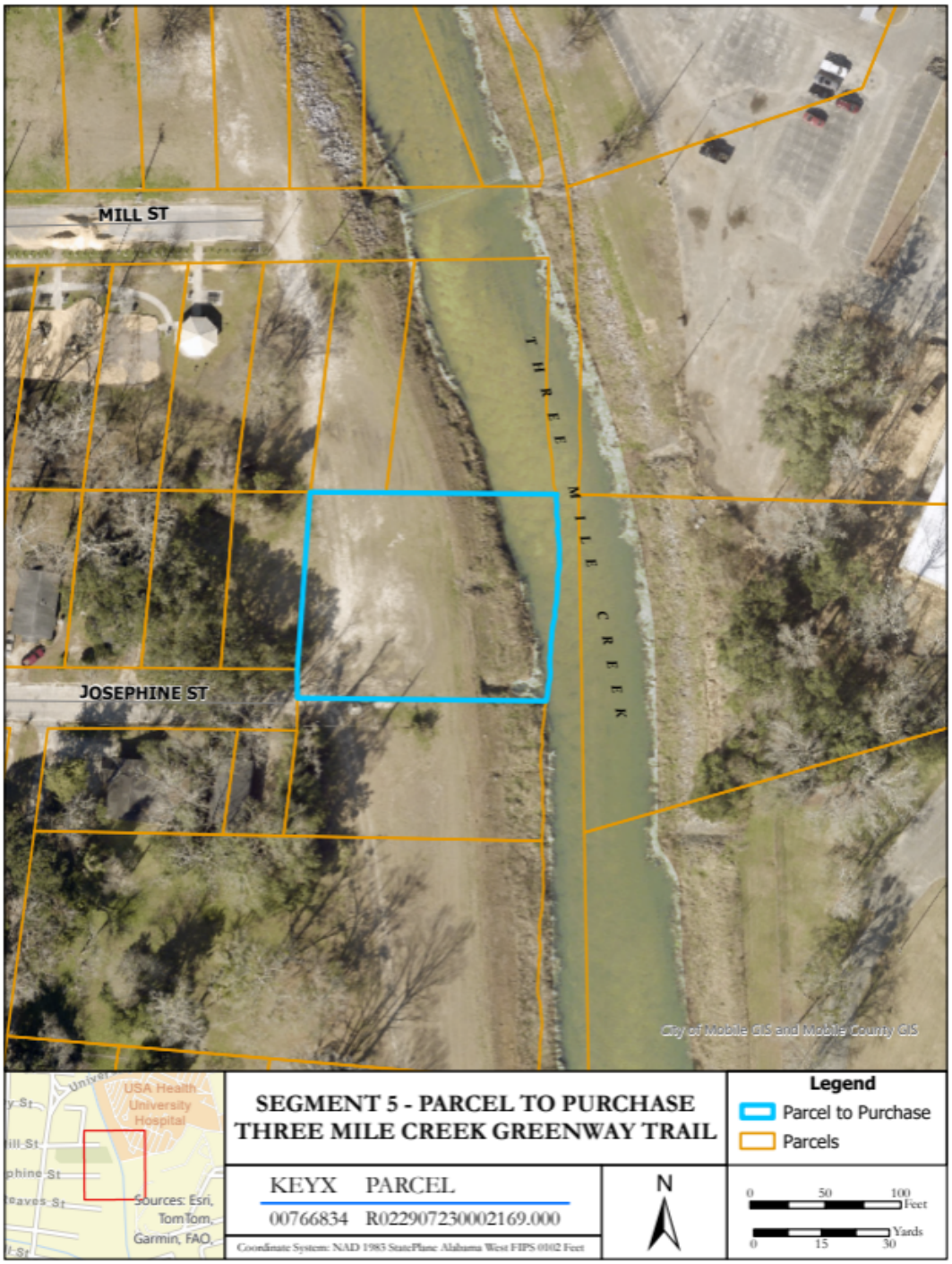
_____
City Clerk

EXHIBIT "A"

Tax Parcel # R022907230002169.000 and Tax Key # 00766834

Legal Description:

Lot 13, Division B, Millville Tract, as shown in Deed Book 121, Page 512 of the records in the Office of the Judge of Probate, Mobile County, Alabama.



March 9, 2026

Dear Councilmembers:

The purpose of this resolution is to approve the acquisition of Parcel No. 29 07 23 0 002 169 / Key Number 00766834 on Segment 5 of the Three Mile Creek Greenway Trail. This acquisition is necessary to connect a future section of the Three Mile Creek Greenway Trail.

The Mobile Greenway continues to evolve our transportation infrastructure and is a part of a larger vision to transform the City of Mobile into a more connected and livable community. The objectives of this project are to increase walkability and enhance both biking and pedestrian safety by connecting residential areas and citizens to the surrounding parks, schools, churches and commercial areas.

We look forward to continuing communication on this important community project. Please call Jennifer Greene with questions at 251-208-7199 or email at jennifer.greene@cityofmobile.gov.

Respectfully,

Jennifer Greene
Director, Programs and Project Management
Public Works

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP MOBILE GREENWAY INITIATIVE

CAPITAL PROJECT # C0291 **DATE OF RECEIPT** _____

DEPT. PROJECT # NA

PROJECT DESCRIPTION LAND ACQUISITION FOR THE THREE MILE CREEK GREENWAY REC TRAIL SEGMENT 5

CONTRACT AMOUNT $ 17,511.50 INCL. $11.50 CLOSING plus any add'l closing costs

VENDOR NAME Burr & Forman LLP

VENDOR NUMBER 294515

DEPT # 2045 **DEPT NAME** Programs and Projects Mgt.

CONTRACT ADMINISTRATOR Jennifer Greene

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	Land Acquisition
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: Rhonda Lewis **Date** 3/10/26

Coleen Stott

Revised 5/16/2022 Tiffany Hollins

STATE OF ALABAMA

COUNTY OF MOBILE

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that **Tiffany Roux Shinn, a married woman** the Grantor, for and in consideration of the sum of Seventeen Thousand Five Hundred and No/100 Dollars ($17,500.00) and other good and valuable considerations hereby acknowledged to have been paid to the said Grantor by **City of Mobile, a municipal corporation**, the Grantee, does hereby GRANT, BARGAIN, SELL AND CONVEY unto the said Grantee, subject to the provisions hereinafter contained, all that real property in the County of Mobile, State of Alabama, described as follows:

> Lot 13, Division B, Millville Tract, as shown in Deed Book 121, Page 512 of the records in the Office of the Judge of Probate, Mobile County, Alabama.

Said property identified as Parcel No. 2907230002169XXX.

TO HAVE AND TO HOLD the same unto the said Grantee, Grantee's successors and assigns, in fee simple, forever.

This conveyance is made subject to restrictive covenants, easements, rights of way and building setback line, if any applicable to said real property of record in the Probate Court of Mobile County, Alabama.

Grantor makes no warranties or covenants respecting the nature of the quality of the title to the property hereby conveyed other than that the Grantor has neither permitted or suffered any lien, encumbrance or adverse claim to the property described herein since the date of acquisition thereof by the Grantor.

The real property being conveyed herein does not constitute any part of the Grantor's homestead property.

All recording references herein refer to the Office of the Judge of Probate Court, Mobile County, Alabama.

IN WITNESS WHEREOF, the Grantor has hereunto set her hand and seal on this the 30 day of December, 2025.

_____ (SEAL)
TIFFANY ROUX SHINN

STATE OF ALABAMA

COUNTY OF MOBILE

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 30th day of December, 2025 by **Tiffany Roux Shinn**. She *(check one)* ☐ is personally known to me, or ☑ has produced a valid driver's license as identification.

_____
Notary Public, State and County Aforesaid
Name: Jennifer K Mathers
My Commission Expires: 1-13-2026
My Commission Number is: _____

Grantor(s) Address:
1225 Hollywood Ave.
Clearwater, FL 33759

Grantee(s) Address:
P. O. Box 1827
Mobile, AL 36633-1827

This instrument prepared by:
Douglas L. Anderson, Esquire
Burr & Forman LLP
Post Office Box 2287
Mobile, Alabama 36652-2287

CAPITAL CONTRACT SUMMARY SHEET

c#5741

AGENDA ITEM SUMMARY SHEET

Agenda of: March 17, 2026

Submitted by:
Jennifer Greene, Dir of Programs & Project Mgmt
Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
The purpose of this resolution is to approve the acquisition of Parcel No. Number 28 01 11 4 000 065.02 / Key Number 01858859 on Segment 2 of the Three Mile Creek Greenway Trail. This acquisition is necessary to connect a future section of the Three Mile Creek Greenway Trail.

The Mobile Greenway continues to evolve our transportation infrastructure and is a part of a larger vision to transform the City of Mobile into a more connected and livable community. The objectives of this project are to increase walkability and enhance both biking and pedestrian safety by connecting residential areas and citizens to the surrounding parks, schools, churches and commercial areas.

We look forward to continuing communication on this important community project. Please call Jennifer Greene with questions at 251-208-7199 or email at jennifer.greene@cityofmobile.gov.

Amount of Contract:
$4986.50

Funding Source
C0291

ATTACHMENTS:
1. Resolution Land for TMC - Lyon Seg 2
2. Memo_PPM_3MC_Lyon_Aquisition
3. Capital Summary Sheet Lyon
4. Deed Lyon

REVIEWERS:
Stacey Howard
Carleen Stout
Brenda Rhodes
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by: Spiro N. Cheriogotis, Mayor

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 to accept the Deed, for the acquisition of 4,356 square feet of vacant land, Mobile Greenway Initiative Segment 2, located on Three Mile Creek, Mobile, Alabama 36607, tax Parcel Number 28 01 11 4 000 065.02 / Key Number 01858859, and more particularly described on Exhibit A, attached hereto and made a part hereof, as set out in the instruments attached hereto for the price of $1,600.00 plus closing costs.

Said property is being conveyed to the City of Mobile by Patricia Davis Farr, as Administratrix of the insolvent Estate of W. M. Lyon, a/k/a William M. Lyon, deceased, Mobile County Probate Court Case No. 2011-0475, as per Letters of Administration on insolvency dated June 15, 2012.

Be it resolved that the Executive Director of Finance be and is authorized and directed to issue payment in the amount of the sales price plus closing costs, less prorated share of property taxes payable to Burr & Forman, LLP.

Be it further resolved that the Director of Real Estate Asset Management of the City of Mobile is hereby authorized and directed to execute for and in the name and on behalf of the City of Mobile whatever supporting documents, affidavits, closing statements, or other ancillary forms necessary to complete the purchase of said property.

Adopted :

_____
City Clerk

EXHIBIT "A"

Tax Parcel # R022801114000065.02 and Tax Key # 01858859

Subject property is 4,356 +/- square feet located on the north side of Knowles Street west of Bristol Court. The property has no direct road frontage and is located south of the IC & G Railroad and north of Three Mile Creek.

LEGAL DESCRIPTION:

THAT PORTION OF LOT 15 OF A SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, PER MAP RECORDED IN DEED BOOK 555, PAGE 489, OF THE RECORDS OF THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, LYING EAST OF THREE MILE CREEK; BEING THE SAME PROPERTY ACQUIRED BY THE CITY OF MOBILE BY TAX DEED DATED APRIL 18, 2022 AND RECORDED APRIL 20, 2022 IN INSTRUMENT NO. 2022028580.



March 9, 2026

Dear Councilmembers:

The purpose of this resolution is to approve the acquisition of Parcel No. Number 28 01 11 4 000 065.02 / Key Number 01858859 on Segment 2 of the Three Mile Creek Greenway Trail. This acquisition is necessary to connect a future section of the Three Mile Creek Greenway Trail.

The Mobile Greenway continues to evolve our transportation infrastructure and is a part of a larger vision to transform the City of Mobile into a more connected and livable community. The objectives of this project are to increase walkability and enhance both biking and pedestrian safety by connecting residential areas and citizens to the surrounding parks, schools, churches and commercial areas.

We look forward to continuing communication on this important community project. Please call Jennifer Greene with questions at 251-208-7199 or email at jennifer.greene@cityofmobile.gov.

Respectfully,

Jennifer Greene
Director, Programs and Project Management
Public Works

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP MOBILE GREENWAY INITIATIVE

CAPITAL PROJECT # C0291 **DATE OF RECEIPT** _____

DEPT. PROJECT # N/A

PROJECT DESCRIPTION LAND ACQUISITION FOR THE THREE MILE CREEK GREENWAY REC TRAIL SEGMENT 2

CONTRACT AMOUNT $ 4,986.50 INCL. $3,386.50 CLOSING COSTS

VENDOR NAME Burr & Forman LLP

VENDOR NUMBER 294515

DEPT # 2045 **DEPT NAME** Programs and Projects Mgt.

CONTRACT ADMINISTRATOR Jennifer Greene

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	Land Acquisition
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: Rhonda D. Reeves **Date** 3/10/22

Carleen Stout

Revised 5/16/2022 Tiffany Hollins

STATE OF ALABAMA

COUNTY OF MOBILE

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **Patricia Davis Farr, as Administratrix of the insolvent Estate of W. M. Lyon, a/k/a William M. Lyon, deceased, Mobile County Probate Court Case No. 2011-0475, as per Letters of Administration on insolvency dated June 15, 2012**, the Grantor, in consideration of the sum of One Thousand Six Hundred and No/100 ($1,600.00) Dollars, and other good and valuable consideration hereby acknowledged to have been paid to said Grantor by **City of Mobile, a municipal corporation**, the Grantee, does hereby GRANT, BARGAIN, SELL and CONVEY unto the said Grantee, subject to the provisions hereinafter contained, the following described real property situate in the County of Mobile, State of Alabama, to-wit:

> That portion of Lot 15 of a Subdivision of the East Half of the Southeast Quarter of Section 11, Township 4 South, Range 2 West, Mobile County, Alabama, per map recorded in Deed Book 555, Page 489, of the records in the Office of the Judge of Probate, Mobile County, Alabama, lying East of Three Mile Creek; being the same property acquired by the City of Mobile by tax deed dated April 18, 2022 and recorded April 20, 2022 in Instrument No. 2022028580;

Said property identified as Parcel No. 28-01-11-4-000-065.02.

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

TO HAVE AND TO HOLD unto the said Grantee, Grantee's successors and assigns in fee simple, forever.

This conveyance is made subject to restrictive covenants, easements, rights of way and building setback line, if any, applicable to said real property of record in the Probate Court of Mobile County, Alabama.

AND, except as to taxes hereafter falling due, which are assumed by the Grantee, the said Grantor, for themselves, their heirs, executors and administrators, hereby covenants with Grantee, Grantee's successors and assigns, that it is seized of an indefeasible estate in fee simple in said property, that said property is free from all encumbrances and the Grantor does hereby WARRANT and will forever DEFEND the title to said property unto the Grantee, Grantee's successors and assigns, against the lawful claims of all persons.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal on this the 21st day of Jan, 2026.

Patricia Davis Farr (SEAL)

PATRICIA DAVIS FARR, as Administratrix of the insolvent Estate of W. M. Lyon, a/k/a William M. Lyon, deceased, Mobile County Probate Court Case No. 2011-0475, as per Letters of Administration on insolvency dated June 15, 2012

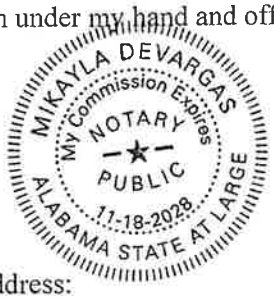
63578465 v1

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public in and for said County in said State, hereby certify that Patricia Davis Farr, **as Administratrix of the insolvent Estate of W. M. Lyon, a/k/a William M. Lyon, deceased, Mobile County Probate Court Case No. 2011-0475, as per Letters of Administration on insolvency dated June 15, 2012,** 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 said conveyance, she, solely in her capacity as such Administratrix, executed the same voluntarily on the day the same bears date.

Given under my hand and official, notarial seal this 21st day of January, 2026.



NOTARY PUBLIC
My Commission Expires: 11/18/2028

Grantor's Address:

14435 STATE HWY 104

SILVERHILL, AL 36576

Grantee's Address:

This instrument prepared by:

Douglas L. Anderson, Esquire
Burr & Forman LLP
Post Office Box 2287
Mobile, Alabama 36602

63578465 v1

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Modification of a
Previously Approved Planning Approval for
Property Located at 4800 Moffett Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **March 17, 2026**, a public hearing will be held on the **21st** day of **April, 2026**, at 10:30 a.m., to consider adoption of an ordinance for the proposed modification of a previously approved Planning Approval for property located at 4800 Moffett Road to allow expansion of a water treatment plant in an R-1, Single-Family Residential Suburban District.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planning Approval was approved on March 1, 2018, allowing the expansion of a water treatment plant in an R-1, Single-Family Residential District, on property located at 4800 Moffett Road and described as follows:

LOT 1, MAWSS STICKNEY PLANT SUBDIVISION, AS RECORDED ON INSTRUMENT NUMBER 2021021258 IN THE OFFICE OF THE JUDGE OF PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

WHEREAS, on December 10, 2025, the owner of said property applied for a Major Modification of a previously approved Planning Approval allowing the expansion of a water treatment plant in an R-1, Single-Family Residential District, to allow the expansion of a water treatment plant in an R-1, Single-Family Residential Suburban District.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on February 19, 2026, and recommended approval of the Major Modification of the Planning Approval subject to the following conditions:

1. Submission of a revised site plan, prior to the application being forwarded to the City Council, depicting all existing and proposed site improvements, consistent with the previously approved Planning Approval. At a minimum, the site plan shall include:

    - Total lot area in square feet and acres;
    - The footprint and square footage of all buildings, tanks, clarifiers, processing facilities, and structures;
    - Zoning district information;
    - Parking layout and total number of spaces;
    - Traffic circulation and access;

- All streets along which the site has frontage, including existing rights-of-way;
- The site's legal description or recorded plat reference;
- A graphic scale and north arrow; and
- All required notes, including a note stating that future development or redevelopment may require additional Planning Approval and/or PUD modifications, subject to review and approval by the Planning Commission and City Council; and

2. Submission of an AutoCAD (.dwg) file, prior to the applications being forwarded to the City Council, of the revised site plan meeting the Planning and Zoning Department's submittal standards.

WHEREAS, the City Council finds that the proposed modification:

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

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

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

1. Submission of a revised site plan, prior to the application being forwarded to the City Council, depicting all existing and proposed site improvements, consistent with the previously approved Planning Approval. At a minimum, the site plan shall include:

- Total lot area in square feet and acres;
- The footprint and square footage of all buildings, tanks, clarifiers, processing facilities, and structures;
- Zoning district information;
- Parking layout and total number of spaces;
- Traffic circulation and access;
- All streets along which the site has frontage, including existing rights-of-way;
- The site's legal description or recorded plat reference;
- A graphic scale and north arrow; and
- All required notes, including a note stating that future development or redevelopment may require additional Planning Approval and/or PUD modifications, subject to review and approval by the Planning Commission and City Council; and

2. Submission of an AutoCAD (.dwg) file, prior to the applications being forwarded to the City Council, of the revised site plan meeting the Planning and Zoning Department's submittal standards.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 21st day of April, 2026, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 25th day of March, 2026 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **4800 Moffett Road.**

The proposed amendment will modify a Planning Approval that was approved for said location on **February 18, 2021.** The owner of said property applied for a Major Modification of a previously approved **Planning Approval allowing the expansion of a water treatment plant in an R-1, Single-Family Residential District, to allow the expansion of a water treatment plant in an R-1, Single-Family Residential Suburban District.** If approved, the major modification will **allow the expansion of a water treatment plant in an R-1, Single-Family Residential Suburban District,** subject to the following proposed conditions: 1. Submission of a revised site plan, prior to the application being forwarded to the City Council, depicting all existing and proposed site improvements, consistent with the previously approved Planning Approval. At a minimum, the site plan shall include: a) Total lot area in square feet and acres; b) The footprint and square footage of all buildings, tanks, clarifiers, processing facilities, and structures; c) Zoning district information; d) Parking layout and total number of spaces; e) Traffic circulation and access; f) All streets along which the site has frontage, including existing rights-of-way; g) The site's legal description or recorded plat reference; h) A graphic scale and north arrow; and i) All required notes, including a note stating that future development or redevelopment may require additional Planning Approval and/or PUD modifications, subject to review and approval by the Planning Commission and City Council; and 2. Submission of an AutoCAD (.dwg) file, prior to the applications being forwarded to the City Council, of the revised site plan meeting the Planning and Zoning Department's submittal standards.

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

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

WHEREAS, a Planning Approval was approved on **March 1, 2018, allowing the expansion of a water treatment plant in an R-1, Single-Family Residential District,** on property located at **4800 Moffett Road** and described as follows:

LOT 1, MAWSS STICKNEY PLANT SUBDIVISION, AS RECORDED ON INSTRUMENT NUMBER 2021021258 IN THE OFFICE OF THE JUDGE OF PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

WHEREAS, on **December 10, 2025**, the owner of said property applied for a Major Modification of a previously approved Planning Approval **allowing the expansion of a water treatment plant in an R-1, Single-Family Residential District, to allow the expansion of a water treatment plant in an R-1, Single-Family Residential Suburban District.**

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on **February 19, 2026,** and recommended approval of the Major Modification of the Planning Approval subject to the following conditions:

1. Submission of a revised site plan, prior to the application being forwarded to the City Council, depicting all existing and proposed site improvements, consistent with the previously approved Planning Approval. At a minimum, the site plan shall include:

    - Total lot area in square feet and acres;
    - The footprint and square footage of all buildings, tanks, clarifiers, processing facilities, and structures;
    - Zoning district information;
    - Parking layout and total number of spaces;
    - Traffic circulation and access;
    - All streets along which the site has frontage, including existing rights-of-way;
    - The site's legal description or recorded plat reference;
    - A graphic scale and north arrow; and
    - All required notes, including a note stating that future development or redevelopment may require additional Planning Approval and/or PUD modifications, subject to review and approval by the Planning Commission and City Council; and

2. Submission of an AutoCAD (.dwg) file, prior to the applications being forwarded to the City Council, of the revised site plan meeting the Planning and Zoning Department's submittal standards.

WHEREAS, the City Council finds that the proposed modification:

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

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

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

1. Submission of a revised site plan, prior to the application being forwarded to the City Council, depicting all existing and proposed site improvements, consistent with the previously approved Planning Approval. At a minimum, the site plan shall include:

   - Total lot area in square feet and acres;
   - The footprint and square footage of all buildings, tanks, clarifiers, processing facilities, and structures;
   - Zoning district information;
   - Parking layout and total number of spaces;
   - Traffic circulation and access;
   - All streets along which the site has frontage, including existing rights-of-way;
   - The site's legal description or recorded plat reference;
   - A graphic scale and north arrow; and
   - All required notes, including a note stating that future development or redevelopment may require additional Planning Approval and/or PUD modifications, subject to review and approval by the Planning Commission and City Council; and

2. Submission of an AutoCAD (.dwg) file, prior to the applications being forwarded to the City Council, of the revised site plan meeting the Planning and Zoning Department's submittal standards.

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

Adopted:

Lisa Lambert, City Clerk

The Board of Water and Sewer Commissioners of the City of Mobile
Lindsay Tucker, Garver, LLC, Agent
4800 Moffett Road
Council District 1
Cory Penn

THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

March 10, 2026
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **February 19, 2026**, considered the request of **The Board of Water and Sewer Commissioners of the City of Mobile (Lindsay Tucker, Garver, LLC, Agent),** for a Major Modification of a previously approved Planning Approval **allowing the expansion of a water treatment plant in an R-1, Single-Family Residential District, to allow the expansion of a water treatment plant in an R-1, Single-Family Residential Suburban District** for the property located at **4800 Moffett Road**.

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

1. Submission of a revised site plan, prior to the application being forwarded to the City Council, depicting all existing and proposed site improvements, consistent with the previously approved Planning Approval. At a minimum, the site plan shall include:

    - Total lot area in square feet and acres;
    - The footprint and square footage of all buildings, tanks, clarifiers, processing facilities, and structures;
    - Zoning district information;
    - Parking layout and total number of spaces;
    - Traffic circulation and access;
    - All streets along which the site has frontage, including existing rights-of-way;
    - The site's legal description or recorded plat reference;
    - A graphic scale and north arrow; and

- All required notes, including a note stating that future development or redevelopment may require additional Planning Approval and/or PUD modifications, subject to review and approval by the Planning Commission and City Council; and

2. Submission of an AutoCAD (.dwg) file, prior to the applications being forwarded to the City Council, of the revised site plan meeting the Planning and Zoning Department's submittal standards.

It should be noted that the applicant has submitted the requested site plan and AutoCAD (.dwg) file. Both have been reviewed by Planning and Zoning staff for approval, and the revised site plan is attached.

Copies of the application and reports are also attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

February 23, 2026

Board of Water and Sewer Commissioners of the City of Mobile
ATTN: Daryl Russell, PE
4725 Moffett Road
Mobile, Alabama 36618-2246

Re: 4800 Moffett Road
MOD-003571-2025
The Board of Water and Sewer Commissioners of the City of Mobile (Lindsay Tucker, Garver, LLC, Agent)
District 1
Major Modification of a previously approved Planning Approval allowing the expansion of a water treatment plant in an R-1, Single-Family Residential District, to allow the expansion of a water treatment plant in an R-1, Single-Family Residential Suburban District.

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

At its meeting on February 19, 2026, the Planning Commission considered the above referenced application.

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

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

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

1. Submission of a revised site plan, prior to the application being forwarded to the City Council, depicting all existing and proposed site improvements, consistent with the previously approved Planning Approval. At a minimum, the site plan shall include:

    - Total lot area in square feet and acres;
    - The footprint and square footage of all buildings, tanks, clarifiers, processing facilities, and structures;
    - Zoning district information;
    - Parking layout and total number of spaces;
    - Traffic circulation and access;
    - All streets along which the site has frontage, including existing rights-of-way;
    - The site's legal description or recorded plat reference;
    - A graphic scale and north arrow; and
    - All required notes, including a note stating that future development or redevelopment may require additional Planning Approval and/or PUD modifications, subject to review and approval by the Planning Commission and City Council; and

2. Submission of an AutoCAD (.dwg) file, prior to the applications being forwarded to the City Council, of the revised site plan meeting the Planning and Zoning Department's submittal standards.

The advertising fee for this application based on the current legal description, is **$452.58.** Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

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

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

January 16, 2026

Board of Water and Sewer Commissioners of the City of Mobile
ATTN: Daryl Russell, PE
4725 Moffett Road
Mobile, Alabama 36618-2246

Re: 4800 Moffett Road
MOD-003571-2025
The Board of Water and Sewer Commissioners of the City of Mobile (Lindsay Tucker, Garver, LLC, Agent)
District 1
Major Modification of a previously approved Planning Approval allowing the expansion of a water treatment plant in an R-1, Single-Family Residential District, to allow the expansion of a water treatment plant in an R-1, Single-Family Residential Suburban District.

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 heldover the request to the February 19th meeting, with required revisions and any additional information submitted no later than February 6th to allow the applicant adequate time to address the following:

1. Submission of a revised site plan depicting all existing and proposed site improvements, consistent with the previously approved Planning Approval. The site plan shall include, at a minimum:
    - Total lot area in square feet and acres;
    - The footprint and square footage of all buildings, tanks, clarifiers, processing facilities, and structures;
    - Zoning district information;
    - Parking layout and total number of spaces;
    - Traffic circulation and access;
    - All streets along which the site has frontage, including existing rights-of-way;
    - The site's legal description or recorded plat reference;
    - A graphic scale and north arrow; and

- All required notes, including a note stating that future development or redevelopment may require additional Planning Approval modifications, subject to review and approval by the Planning Commission and City Council; and

2. Submission of an AutoCAD (.dwg) file of the revised site plan meeting the Planning and Zoning Department's submittal standards.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

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

City of Mobile • Planning &Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

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

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

---

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

	Applicant	Agent (If Applicable)
Address:	Board of Water and Sewer Commissioners of the City of Mobile	11 N. Water Street, Suite 10290, Office 1080
Email:		[redacted]
Phone:	[redacted]	
Email:		
Name:	Daryl Russell, PE	Lindsay Tucker, PE

	Owner	Design Professional
Name:		Lindsay Tucker
Firm:	Mobile Area Water and Sewer System	Garver, LLC
Phone:	[redacted]	[redacted]
Email:		
Address:	4725 Moffett Road, Mobile, AL	11 N. Water Street, Ste. 10290, Office 1080

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

4800 Moffett Rd., Mobile, AL 36618-2246
Property Address

41.85 ac
Property Area (acres or square feet)

2801023000005XXX
Parcel Number(s) or Key Number(s)

R-1
Present Zoning or Transect District

Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

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

Owner Signature

Date

Applicant or Agent Signature (if applicable)

12/10/2025
Date

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

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

Lindsay Tucker
Applicant or Agent Signature

12/10/2025
Date

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

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

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

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

---

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

   The Stickney WTP Solids Handling Improvements project is consistent with the City's Map for Mobile's comprehensive vision by investing in resilient infrastructure, safeguarding natural resources, and ensuring the quality of water supply can be sustained at a reasonable cost to the community. The proposed upgrades represent a tangible implementation of the City of Mobile's plans and principles through modernization of essential city services.

   Light Industry
   Future Land Use Map (FLUM) Designation

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

   The surrounding neighborhood is zoned as Low Density Residential. The purpose and ongoing operation of the site is to provide treatment of surface water for the production of clean potable water. The proposal and plan is compatible with this ongoing purpose and has been evaluated as necessary for its sustained longevity. The Owner has continued to make careful considerations to the health, safety, and comfort of the surrounding residents with regards to it's operation. The upgrades within this project proposal are intended by the Owner to maintain and provide these same considerations to the community and pro-actively communicate these developments.

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

   The Proposed developments would only upgrade the existing water treatment facility that exists on the property. The upgrade additions above ground include a new circular clarifier tank, a pump station building, and concrete splitterbox for directing flow. The total area to be developed is approximately 12,000 square feet, which accounts for less then 10% of the site acreage. The proposal includes one (1) pump station building less than 1,000 square ft. The proposed pump station building will replace an existing maintenance building of similar square footage.

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

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

6. Please provide the following information:

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

The upgrade additions above ground include a new circular clarifier tank, a pump station building, and concrete splitterbox for directing flow. The total area to be developed is approximately

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

The existing site area landscaping and within the property consists of grass and several trees. The design requires that the contractor will restore any disturbed areas not developed, to the previous conditions. The existing screening for the site is planned to remain in it's current condition.

- ☐ Lighting:

Additional lighting will be provided at the proposed facility upgrades for worker safety and operation. This includes the staircase on the additional clarifier, the new pump station building, and in the vicinity of the splitter box. Additional lighting in the facility is intended to reduce light pollution and mitigate any disturbances to adjacent residential or property owners.

- ☐ Hours of operation:

The facility is staffed and operated 24 hours a day and 7 days a week as required by the Alabama Department of Environmental Management (ADEM).

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

The facility operates under ADEM Classification (Sect. 335-10-1) and is permitted to produce up to 60 MGD of potable water a day.

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.

The proposed project will mitigate and intends to minimize these elements that cause health, safety, environmental, or other disturbances through safe and ethical engineering design practices. Engineering design documents will require that the general contractor awarded the bid to construct the proposed upgrades, adhere to the standards outline in the engineering design drawings as well as the engineer design specifications. These contract documents are to be provided by Garver USA, LLC., under a licensed professional engineer(s) with the State of Alabama, and legally authorized to do business in the State and the City of Mobile.

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

The proposal for upgrades to the E.M. Stickney WTF, owned by MAWSS, are intended to continue service of potable water to the surrounding community and the general public. MAWSS serves the City of Mobile, parts of Mobile County and Semmes, Prichard, Chickasaw and Spanish Fort by providing potable water, of which Stickney WTF is a major contributor. The upgrades within this proposal are part of careful considered plans that identified the necessary measures MAWSS should incorporate. MAWSS and the design professional have endeavored to take every opportunity to make design choices that will increase the quality of life and the future of the community.

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project MAWSS Stickney Water Treatment Plant Solids Upgrades

Address 4800 Moffett Road, Mobile, AL 36618

Owner Board of Water and Sewer Commissioners of the City of Mobile

Address PO Box 180249 Zip Code 36618

Phone 251.694.3100 Fax 251.281.2191 Email

Authorized Agent Doug Cote

Address 4725 Moffett Road, Mobile, AL Zip Code 36618

Phone 251.694.3100 Fax Email [redacted]

Contractor

Address Zip Code

Phone Fax Email

Civil Engineer Garver, LLC

Address 11 N. Water Street, Suite 10290, Office 1080 Zip Code 36602

Phone 251.895.7584 Fax Email [redacted]

Architect

Address Zip Code

Phone Fax Email

Submitted by:

Lindsay I. Tucker, PE

Signature Print

12/3/2025 Project Manager/Garver

Date Affiliation to project/Organization

City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, Douglas Cote/Director of Plant Operations, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of Mobile Area Water and Sewer System*, a corporation for the property located within the city limits of Mobile, Alabama at 4800 Mofffett Road (E.M. Stickney Water Filtration Plant).

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

Linddsay Tucker, P.E. of Garver USA	
Designee (1)	Designee (2)
litucker@garverusa.com	
Email	Email
251-895-7594	
Phone Number	Phone Number
	12/3/2025
Signature of Company Owner	Date

PLANT FACILITIES LEGEND

EXISTING BUILDINGS & FACILITIES

- (A) OPERATIONS BUILDING
- (B) LOW HEAD PUMP BUILDING (UNOCCUPIED)
- (C) CHLORINE BUILDING (UNOCCUPOED)
- (D) PUMP BUILDING (UNOCCUPIED)
- (E) FLOW CONTROL BUILDING (UNOCCUPIED)
- (F) BLOWER BUILDING (UNOCCUPIED)
- (G) TELECOMMUNICATIONS TOWER
- (H) FLOCCULATOR BASINS
- (I) U/G SLUDGE HANDLER
- (J) SETTLING BASINS
- (K) 20 MILLION GALLON RESERVOR
- (L) 50 MILLION GALLON RESERVOR
- (M) THICKENER / CLARIFER TANK
- (N) ELECTRICAL BUILDING (UNOCCUPIED)
- (O) MAINTENANCE BUILDING

PROPOSED BUILDINGS

- (P) SOUTH CLARIFIER
- (Q) SLUDGE PUMP STATION
- (R) SPLITTER BOX
- (S) STATIC MIXER AND FLOW METER

PROPERTY ZONED R-1

PARKING SUMMARY

OPERATIONS BUILDING - 3,300 S.F. / 300 = 11 SPACES REQUIRED
MAINTENANCE BUILDING (OFFICE) 250 S.F. / 300 = 1 SPACES REQUIRED
TOTAL SPACES REQUIRED = 12
TOTAL SPACES PROVIDED = 14

LANDSCAPE REQUIREMENTS

SITE AREA = 1,838,983 S.F.
LANDSCAPE REQUIRED 1,838,983 x 12% = 220,678 S.F.
LANDSCAPE PROVIDED = 911,463 ± S.F.
FRONTAGE REQUIRED 220,678 x 60% = 132407 S.F.
FRONTAGE PROVIDED 260,142± S.F.

LANDSCAPING NOTE

IMPROVEMENTS AS PART OF THIS PUD WILL NOT INCREASE OR DECREASE THE TOTAL GROSS FLOOR AREA BY 50%.

LEGEND

- EXISTING TREES
- (G) PLANT FACILITIES
- [7] PARKING COUNT

Revised
03/06/2026 16:21:57

PUD SITE PLAN NOTES:

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 DISTURBING ACTIVITY WITH THE PROPERTY, A COMPLETE SET OF CONSTRUCTION PLAN INCLUDING, BUT NOT LIMITED TO, DRAINAGE, UTILITIES, GRADING, STORM WATER DETE SYSTEMS AND PAVING WILL NEED TO BE INCLUDED WITH THE LAND DISTURBANCE PER THIS PERMIT MUST BE SUBMITTED, APPROVED, AND ISSUED PRIOR TO BEGINNING ANY THE CONSTRUCTION WORK.
3. ANY AND ALL PROPOSED LAND DISTURBING ACTIVITY WITHIN THE PROPERTY WILL NEE BE SUBMITTED FOR REVIEW AND BE IN CONFORMANCE WITH MOBILE CITY CODE, CHAP 17, STORM WATER MANAGEMENT AND FLOOD CONTROL); THE CITY OF MOBILE, ALABAM 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 AI PROPOSED CONSTRUCTION INCLUDES A REQUIREMENT OF A MAINTENANCE AND INSPE PLAN (SIGNED AND NOTARIZED BY THE OWNER) FOR THE DETENTION FACILITY, THIS PL SHALL RUN WITH THE LAND AND BE RECORDED IN THE COUNTY PROBATE OFFICE PRIC THE ENGINEERING DEPARTMENT ISSUING THEIR APPROVAL FOR A FINAL CERTIFICATE OCCUPANCY.
5. THE APPROVAL OF ALL APPLICABLE FEDERAL, STATE, AND LOCAL AGENCIES (INCLUDIN STORM WATER RUNOFF, WETLAND AND FLOODPLAIN REQUIREMENTS) WILL BE REQUIR PRIOR TO THE ISSUANCE OF A LAND DISTURBANCE PERMIT. THE OWNER/DEVELOPER I RESPONSIBLE FOR ACQUIRING ALL OF THE NECESSARY PERMITS AND APPROVALS.
6. THE PROPOSED DEVELOPMENT MUST COMPLY WITH ALL ENGINEERING DEPARTMENT REQUIREMENTS AND POLICY LETTERS
7. FUTURE DEVELOPMENT OR REDEVELOPMENT MAY REQUIRE ADDITIONAL PLANNING APPROVAL MODIFICATIONS, SUBJECT TO REVIEW AND APPROVAL BY THE PLANNING COMMISSION AND CITY COUNCIL.

PARCEL INFORMATION:

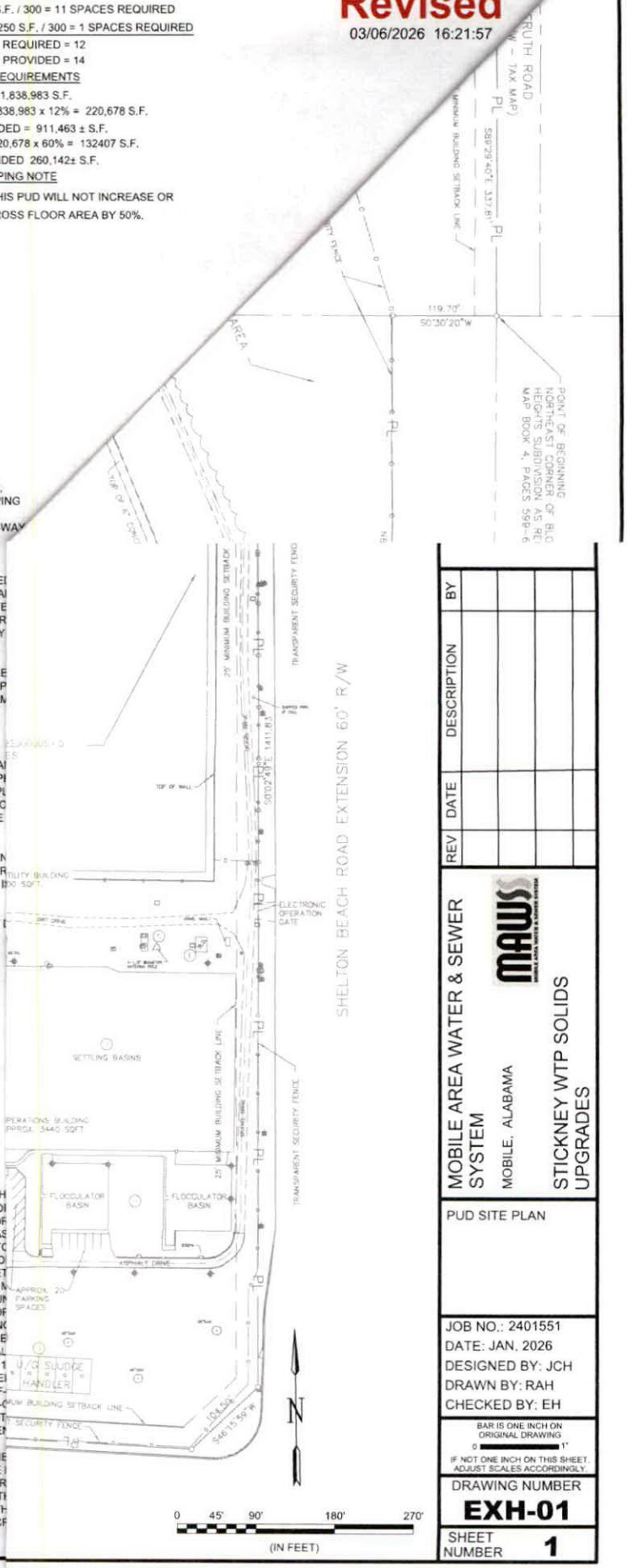
ADDRESS: 4725 MOFFETT RD MOBILE, AL 36618-2246

OWNER: MOBILE CITY OF WATER WORKS

TOTAL LOT AREA: 1,823,161.00 SQFT.
41.85 ACRES

ZONING DISTRICT: R-1 SINGLE-FAMILY RESIDENTIAL

LEGAL DESCRIPTION: BEGINNING AT THE NORTHEAST CORNER OF BLOCK 4, FOREST HEIGH SUBDIVISION AS RECORDED IN MAP BOOK 4, PAGES 599-600 IN THE OFFICE OF THE JUDGE OI PROBATE, MOBILE COUNTY, ALABAMA; THENCE ALONG THE EAST LINE OF SAID BLOCK 4, FOR HEIGHTS SUBDIVISION, RUN SOUTH 0'30'20" WEST, 119.70 FEET; THENCE DEPARTING THE EAS OF SAID BLOCK 4, FOREST HEIGHTS SUBDIVISION, RUN NORTH 89'59'20" EAST, 550.80 FEET TO ON THE WEST RIGHT-OF-WAY LINE OF SHELTON BEACH ROAD EXTENSION (60 FOOT RIGHT-O THENCE ALONG THE SAID WEST RIGHT-OF WAY LINE, RUN SOUTH 0'02'49" EAST, 1411.83 FEET RUN SOUTH 4615'59" WEST, 104.50 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF M ROAD (VARIABLE RIGHT-OF-WAY); THENCE ALONG THE SAID NORTH RIGHT-OF-WAY LINE, RUN 86'48'49" WEST, 860.72 FEET: THENCE RUN SOUTH 2'50'17" WEST, 2.93 FEET; THENCE RUN NOR 8648'49" WEST, 4.98 FEET; THENCE DEPARTING THE SAID NORTH RIGHT-OF-WAY LINE, RUN NO 0'05'12" EAST, 210.76 FEET TO THE NORTHEAST CORNER OF LOT 1 ARATA SUBDIVISION AS RE IN MAP BOOK 102, PAGE 122 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, AL THENCE RUN SOUTH 8913'33" WEST, 99.96 FEET TO THE NORTHWEST CORNER OF SAID LOT 1 SUBDIVISION: THENCE RUN SOUTH 0'05'12" WEST, 203.85 FEET TO A POINT ON THE AFOREMEI NORTH RIGHT-OF-WAY LINE OF MOFFETT ROAD; THENCE ALONG THE SAID NORTH RIGHT-OF- LINE, RUN NORTH 8648'49" WEST, 402.53 FEET: THENCE DEPARTING THE SAID NORTH RIGHT-O LINE, RUN NORTH 027'50" EAST, 435.86 FEET THENCE RUN NORTH 8929'11" WEST, 190.24 FEET POINT ON THE EAST RIGHT-OF-WAY LINE OF WOODLEY ROAD (50 FOOT RIGHT-OF-WAY); THEN ALONG THE SAID EAST RIGHT-OF-WAY LINE, RUN NORTH 024'59" EAST, 75.15 FEET: THENCE DEPARTING THE SAID EAST RIGHT-OF-WAY LINE, RUN SOUTH 8929'11" EAST, 190,30 FEET; THE NORTH 027'50" EAST, 311.24 FEET; THENCE RUN SOUTH 89'33'08" EAST, 449.72 FEET: THENCE NORTH 022'18" EAST, 490.36 FEET; THENCE RUN NORTH 89'43'03" EAST. 79.29 FEET; THENCE R NORTH 3'39'33" EAST, 224.51 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF LERUTH (50 FOOT RIGHT-OF-WAY); THENCE ALONG THE SAID SOUTH RIGHT-OF-WAY LINE, RUN SOUTH EAST. 337.81 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,838,968 S.F. OF 42.22 ACR MORE OR LESS.



REV	DATE	DESCRIPTION	BY

MOBILE AREA WATER & SEWER SYSTEM
MOBILE, ALABAMA
STICKNEY WTP SOLIDS UPGRADES

PUD SITE PLAN

JOB NO.: 2401551
DATE: JAN. 2026
DESIGNED BY: JCH
DRAWN BY: RAH
CHECKED BY: EH

BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY.

DRAWING NUMBER
EXH-01

SHEET NUMBER **1**

File: L:\2024\W10-2401551 - MAWSS Stickney WTP Solids Upgrades\Drawings\EXHIBITS\PUD MOD SITE PLAN\MAWSS-PUD-SITEPLAN.dwg Last Save: 3/6/2026 3:12 PM Last saved by: HMStafford
Last plotted by: Stafford, Heather M. Plot Style: AECmono.ctb Plot Scale: 1:1 Plot Date: 3/6/2026 3:12 PM Plotter used: DWG To PDF.pc3

106 pgs

STICKNEY WTP SOLIDS UPGRADES

MAWSS
MOBILE AREA WATER & SEWER SYSTEM

MOBILE AREA WATER & SEWER SYSTEM

90% DESIGN - NOT FOR CONSTRUCTION

BOARD OF DIRECTORS

BARBARA DRUMMOND
CHAIR

LINDA ST. JOHN
VICE CHAIR

JAY W. WEBER
SECRETARY TREASURER
COMMISSIONER

THOMAS ZOGHBY
COMMISSIONER

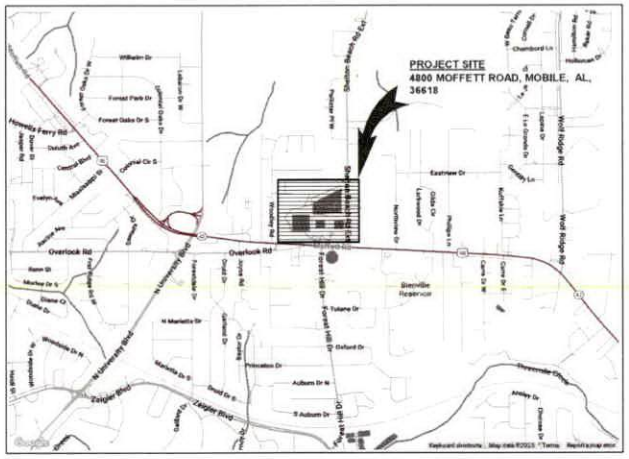
RAYMOND L. BELL JR.
COMMISSIONER

MARIA GONZALEZ
COMMISSIONER

JOHN C. WILLIAMS
COMMISSIONER



AREA MAP
NO SCALE



VICINITY MAP
NO SCALE

GARVER PROJECT NO. 2401551

NOVEMBER 2025

GARVER

11 N. Water Street
Suite 10290, Office 1080, Mobile, AL
(205) 443-3080

© 2025 GARVER, LLC
THIS DOCUMENT, ALONG WITH THE IDEAS AND DESIGNS CONVEYED HEREIN, SHALL BE CONSIDERED INSTRUMENTS OF PROFESSIONAL SERVICE AND ARE PROPERTY OF GARVER, LLC. ANY USE, REPRODUCTION, OR DISTRIBUTION OF THIS DOCUMENT, ALONG WITH THE IDEAS AND DESIGN CONTAINED HEREIN, IS PROHIBITED UNLESS AUTHORIZED IN WRITING BY GARVER, LLC OR EXPLICITLY ALLOWED IN THE GOVERNING PROFESSIONAL SERVICES AGREEMENT FOR THIS WORK.

REGISTRATION NO.
ECA500

90% DESIGN - NOT FOR CONSTRUCTION

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF JAMES L. LITTLE, PE #34434 ON NOVEMBER 06, 2025 IT IS NOT TO BE USED FOR CONSTRUCTIO OR PERMITTING PURPC

REV	DATE	DESCRIPTION	BY

MOBILE AREA WATER & SEWER SYSTEM
MOBILE, AL

STICKNEY WTP UPGRADES

COVER SHEET

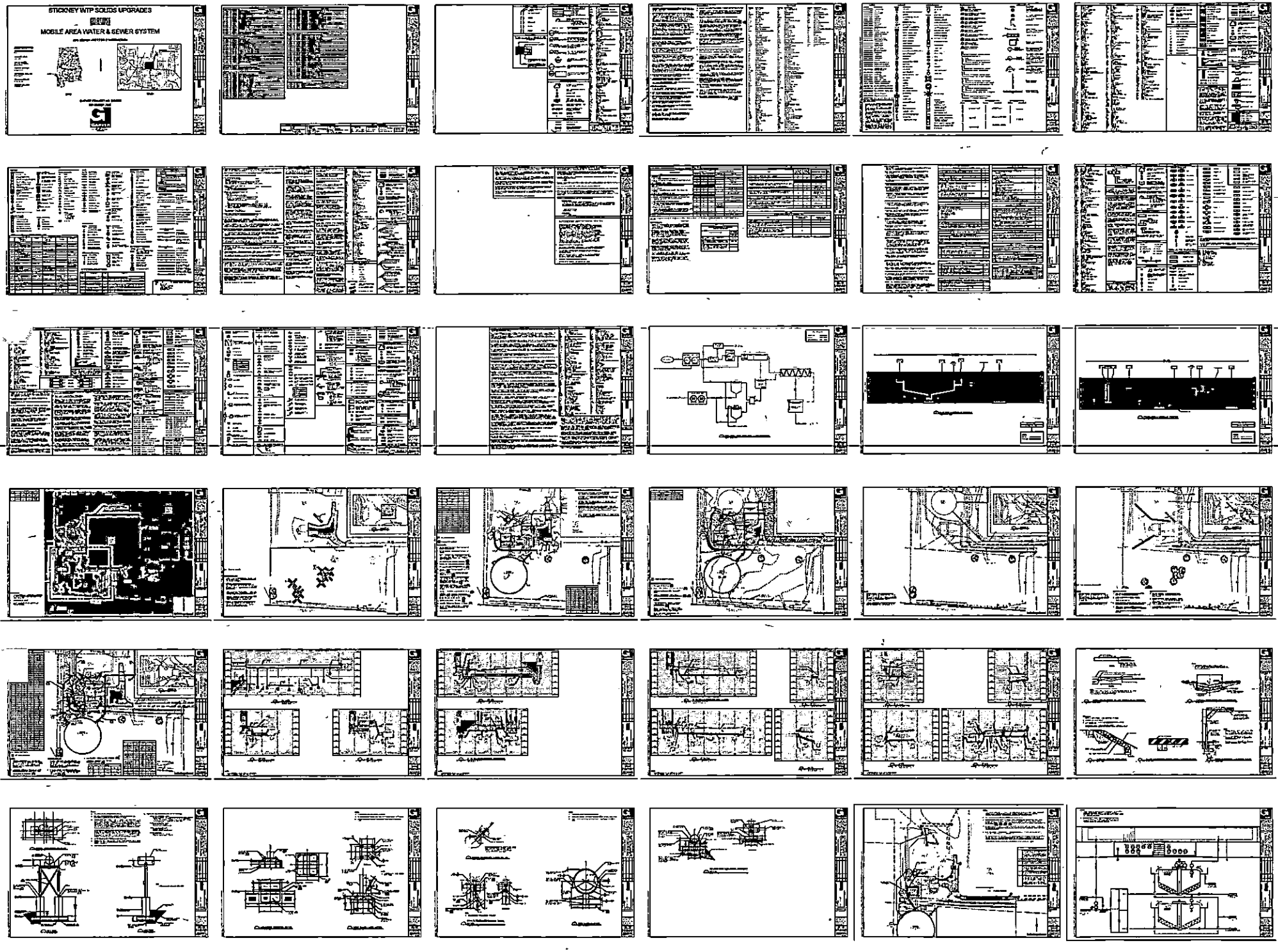
JOB NO.: 2401551
DATE: NOV 2025
DESIGNED BY: JBR
DRAWN BY: SJB
CHECKED BY: LIT

BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY

DRAWING NUMBER
01-G001

SHEET NUMBER **001**

Plot File: Autodesk Docs://WIS-2401551 - MAWSS Stickney WTP Solids Upgrades/2401551_01_GENERAL.rvt
Plot Date: 11/5/2025 3:52:23 PM


STICKNEY WTP SOLIDS UPGRADES
MOBILE AREA WATER & SEWER SYSTEM

Outlook

Re: The Board of Water and Sewer Commissioners of the City of Mobile (MOD-003571-2025)

[redacted]

Date Fri 12/12/2025 2:00 PM

To [redacted]

Cc

Good afternoon,

We have completed our second review of the Major Modification application referenced above. Before the application can be deemed complete and scheduled for consideration by the Planning Commission, the following items must be addressed:

1. **Major Modification Application Submission:**
   Per **Article 5, Section 64-5-1.D.** of the Unified Development Code (UDC), all applications related to the same site must be filed and heard concurrently. The proposed modification, if approved, would also modify a previously approved Planned Unit Development. Therefore, a **Major Modification Application** to modify the existing **Planned Unit Development** must be submitted through the Customer Self-Service (CSS) Portal.

2. **Digital Preliminary Site Plan Submittal:** If you have not already done so, please submit the **DWG (AutoCAD) file** of the Preliminary Plat to our GIS staff. For your convenience, **Tori** has been copied on this message for assistance.

Once all the above items have been addressed, an invoice will be issued for the applicable application fees. Please be aware that the application **will not be considered complete** until all required materials are received **and** the invoice has been paid.

If all requirements are fulfilled **by noon on Monday, December 15, 2025**, the application will be considered **complete** and placed on the agenda for the **January 15, 2025,** Planning Commission meeting. If this deadline is not met, the application will be **held over** until it is complete.

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

Regards,
Logan Anderson
Principal Planner
Build Mobile
[redacted]
(251) 208-5895 office
(251) 208-7904 direct

BUILDMOBILE

From: [redacted]
Sent: Wednesday, December 10, 2025 2:34 PM
To: [redacted]
Cc: [redacted]
Subject: The Board of Water and Sewer Commissioners of the City of Mobile (MOD-003571-2025)

Good afternoon,

We have completed our initial review of the Major Modification application referenced above. Before the application can be deemed complete and scheduled for consideration by the Planning Commission, the following items must be addressed:

1. **Major Modification Application Submission:**
   Per **Article 5, Section 64-5-1.D.** of the Unified Development Code (UDC), all applications related to the same site must be filed and heard concurrently. The proposed modification, if approved, would also modify a previously approved Planned Unit Development. Therefore, a **Major Modification Application** to modify the existing Planned Unit Development must be submitted through the Customer Self-Service (CSS) Portal.

2. **Notification Labels:** Notification labels must be provided for [open-government-cityofmobile.hub.arcgis.com/apps/fb721539c24d4f288f1c4b8587a3601a]all property owners within 300 feet of the subject property. Labels for the applicant, property owner, agent, etc., should also be provided.

3. **Legal Description:** Please note that a complete legal description of the subject property, outlining the full boundary of the Planning Approval site, is required to calculate the City Council advertising fees. Following the Planning Commission's recommendation, this legal description must be submitted to the Planning and Zoning Department for review before the application can proceed to the City Council for final consideration.
   - What was provided is an abbreviated reference to the tax parcel data and is insufficient. Please refer to your deed or survey for a complete legal description (or complete reference to the recorded subdivision plat).

4. **Digital Preliminary Site Plan Submittal:** If you have not already done so, please submit the **DWG (AutoCAD) file** of the Preliminary Plat to our GIS staff. For your convenience, **Tori** has been copied on this message for assistance.

Once all the above items have been addressed, an invoice will be issued for the applicable application fees. Please be aware that the application **will not be considered complete** until all required materials are received **and** the invoice has been paid.

If all requirements are fulfilled **by noon on Monday, December 15, 2025**, the application will be considered **complete** and placed on the agenda for the **January 15, 2025**, Planning Commission meeting. If this deadline is not met, the application will be **held over** until it is complete.

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

Regards,
Logan Anderson
Principal Planner
Build Mobile
[redacted]
(251) 208-5895 office
(251) 208-7904 direct

BUILDMOBILE

Outlook

The Board of Water and Sewer Commissioners of the City of Mobile (MOD-003571-2025)

From [redacted]
Date Wed 12/10/2025 2:34 PM
To
Cc [redacted]

Good afternoon,

We have completed our initial review of the Major Modification application referenced above. Before the application can be deemed complete and scheduled for consideration by the Planning Commission, the following items must be addressed:

1. **Major Modification Application Submission:**
   Per **Article 5, Section 64-5-1.D.** of the Unified Development Code (UDC), all applications related to the same site must be filed and heard concurrently. The proposed modification, if approved, would also modify a previously approved Planned Unit Development. Therefore, a **Major Modification Application** to modify the existing Planned Unit Development must be submitted through the Customer Self-Service (CSS) Portal.

2. **Notification Labels:** Notification labels must be provided for [open-government-cityofmobile.hub.arcgis.com/apps/fb721539c24d4f288f1c4b8587a3601a]all property owners within 300 feet of the subject property. Labels for the applicant, property owner, agent, etc., should also be provided.

3. **Legal Description:** Please note that a complete legal description of the subject property, outlining the full boundary of the Planning Approval site, is required to calculate the City Council advertising fees. Following the Planning Commission's recommendation, this legal description must be submitted to the Planning and Zoning Department for review before the application can proceed to the City Council for final consideration.
   - What was provided is an abbreviated reference to the tax parcel data and is insufficient. Please refer to your deed or survey for a complete legal description (or complete reference to the recorded subdivision plat).

4. **Digital Preliminary Site Plan Submittal:** If you have not already done so, please submit the **DWG (AutoCAD) file** of the Preliminary Plat to our GIS staff. For your convenience, **Tori** has been copied on this message for assistance.

Once all the above items have been addressed, an invoice will be issued for the applicable application fees. Please be aware that the application **will not be considered complete** until all required materials are received **and** the invoice has been paid.

If all requirements are fulfilled **by noon on Monday, December 15, 2025**, the application will be considered **complete** and placed on the agenda for the **January 15, 2025,** Planning Commission

meeting. If this deadline is not met, the application will be **held over** until it is complete.

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

Regards,
Logan Anderson
Principal Planner
Build Mobile
[redacted]
(251) 208-5895 office
(251) 208-7904 direct

BUILDMOBILE

11 North Water St.
Suite 10290, Office 1080
Mobile AL, 36602

[redacted]

MEMORANDUM

Date: December 10, 2025

To: City of Mobile, Planning and Zoning

From: Garver, LLC (on behalf of the Board of Water and Sewer Commissioners of the City of Mobile (MAWSS))

RE: Project Description and Justification of Request for the Stickney WTP Solids Upgrades
Garver Project No. W10-2501551

To Whom it may Concern,

Garver is submitting a request on behalf of MAWSS for the **modification of an existing PUD**. This project involves upgrades to the solids handling facilities at the E.M. Stickney Water Treatment Plant at 4800 Moffett Road. This project involves upgrades to the water plant's solids handling facilities and includes the construction of a new clarifier and pump station on the site as well as associated site improvements.

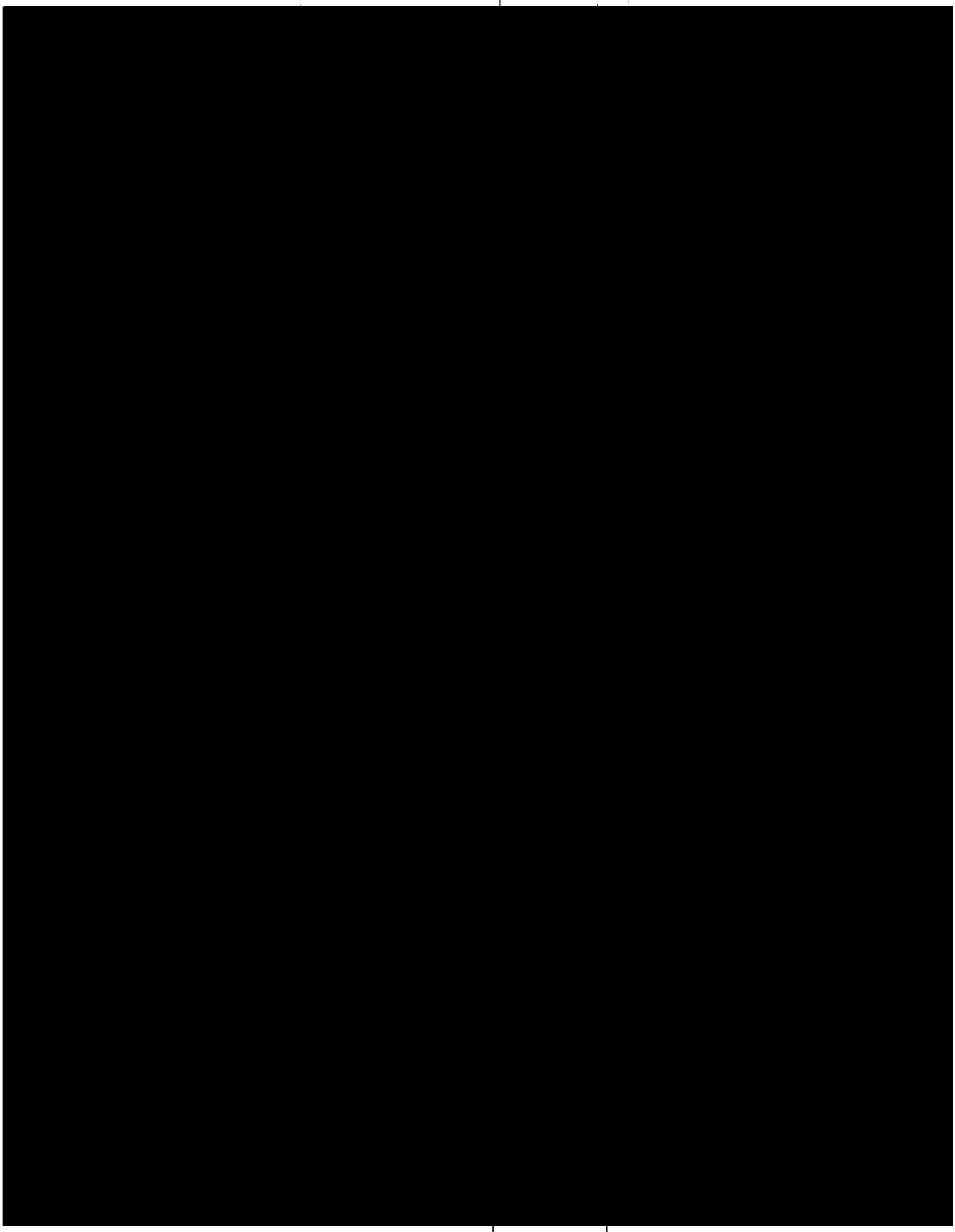
The Proposed developments will upgrade the existing water treatment facility that exists on the property. The upgrades include a new circular clarifier, a pump station building, and concrete splitter box for directing flow. The total area to be developed is approximately 12,000 square feet, which accounts for less than 10% of the site acreage. The proposal includes one (1) pump station building less than 1,000 square ft. The proposed pump station building will replace an existing maintenance building of similar square footage.

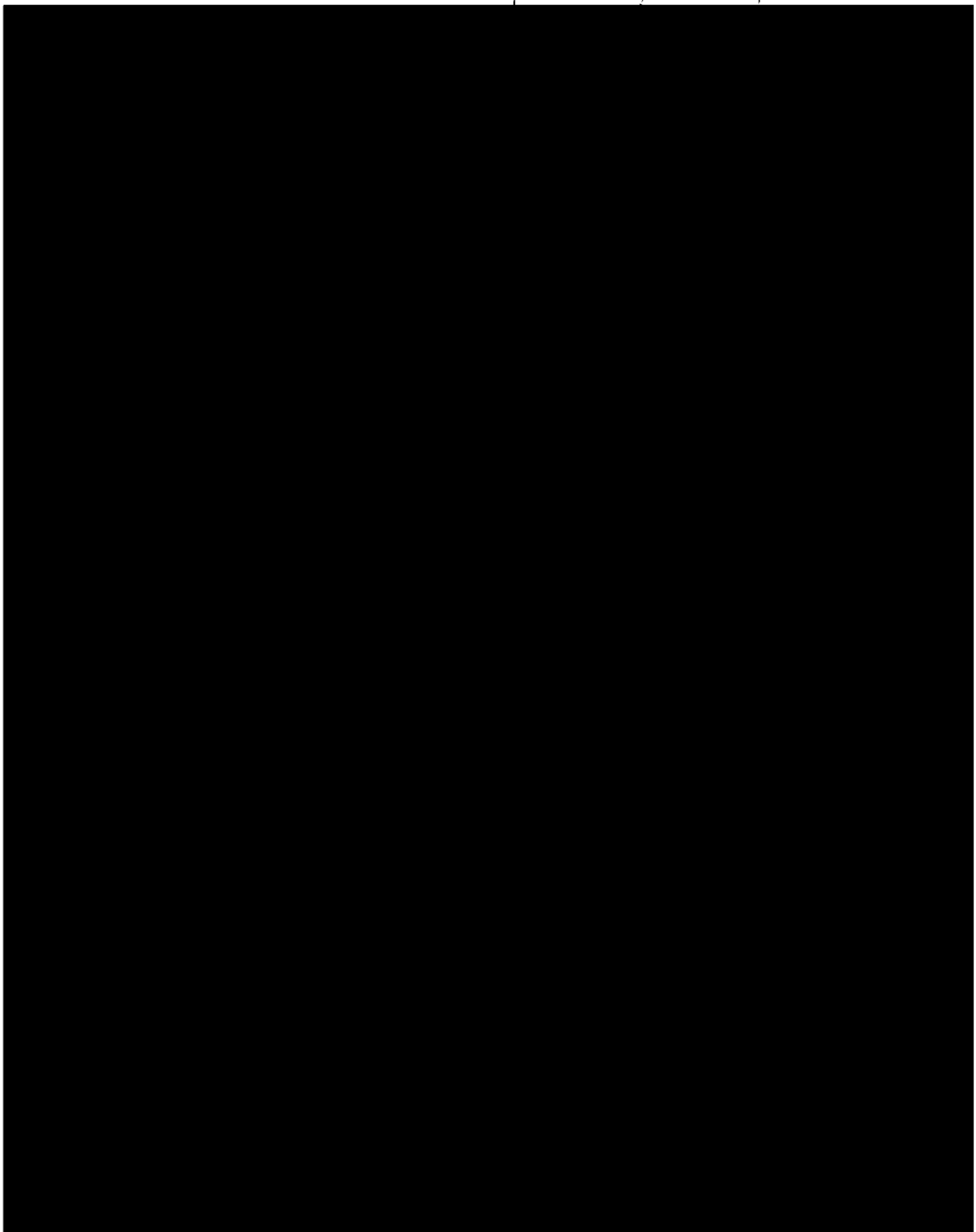
The Stickney WTP Solids Upgrades project is consistent with the City's Map for Mobile's comprehensive vision by investing in resilient infrastructure, safeguarding natural resources, and ensuring the quality of water supply can be sustained at a reasonable cost to the community. The proposed upgrades represent a tangible implementation of the City of Mobile's plans and principles through modernization of essential city services.

Please don't hesitate to reach out to me with questions regarding this application.

Sincerely,

Lindsay I. Tucker, PE
Gulf Coast Team Leader
Garver, LLC





AVERY 8160

Easy Peel® Address Labels
Bend along line to expose Pop-up Edge

Go to avery.com/templates
Use Avery Template 5160

Pat: avery.com/patents

Étiquettes d'adresse Easy Peel®
Repliez à la hachure afin de révéler le rebord Pop-up

Allez à avery.ca/gabarits
Utilisez le Gabarit Avery 5160

Planning Commission
February 19, 2026

Agenda Item # 1 - HOLDOVER

MOD-003571-2025 & MOD-003580-2025

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

Applicant Materials for Consideration – Planning Approval Modification

Applicant Materials for Consideration – Planned Unit Development Modification

DETAILS

Location:
4800 Moffett Road

Applicant / Agent:
The Board of Water and Sewer Commissioners of the City of Mobile / Lindsay Tucker, Garver, LLC

Property Owner:
Mobile Area Water and Sewer System

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

Future Land Use:
Light Industry

Applicable Codes, Policies, and Plans:

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

Proposal:

- Modification of a previously approved Planning Approval.
- Modification of a previously approved Planned Unit Development.

Considerations:

1. Modification of a previously approved Planning Approval with two (2) conditions.
2. Modification of a previously approved Planned Unit Development with two (2) conditions.

Report Contents: **Page**

Context Map 2
Holdover Comments 3
Holdover Considerations 3
Site History 4
Staff Comments 5
Commission Considerations 8
Exhibits 10

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 1 DATE February 19, 2026

APPLICANT The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)

REQUEST PA Modification, PUD Modification

N

NTS

HOLDOVER COMMENTS

The Planning Commission held over the request from the January 15 meeting to allow the applicant additional time to submit a revised site plan and an AutoCAD (.dwg) file meeting Planning and Zoning Department submittal standards. The revised site plan was required to depict all existing and proposed site improvements and include, at a minimum, lot area, building and structure footprints and square footage, zoning information, parking, traffic circulation, site frontage streets and rights-of-way, legal description or plat reference, graphic scale, north arrow, and required notes.

The applicant submitted a labeled aerial photograph showing the property boundary, proposed improvements, and traffic circulation. However, existing site improvements are not illustrated, and right-of-way information is provided only for Shelton Beach Road Extension and not for Moffett Road, Woodley Road, Mercedes Road, or Le Ruth Road. The total lot area and zoning district information are provided. A metes-and-bounds legal description is included and is acceptable, though a recorded plat reference may be substituted. A graphic scale, north arrow, and required notes have been provided.

GIS staff reviewed the submitted AutoCAD file and determined it is insufficient to detail all existing and proposed site improvements, consistent with deficiencies noted in the initial submittal.

Staff advised the applicant that the holdover was intended to allow submission of a complete, updated site plan reflecting the most recently approved plan with the proposed modifications. While the labeled aerial photograph is helpful for general orientation, it is not typically accepted for final approval.

Nevertheless, the Planning Commission may choose to approve the requests based on the information provided, subject to the subsequent submission of a complete site plan for both the Planning Approval and PUD modifications.

PLANNING APPROVAL / PLANNED UNIT DEVELOPMENT MODIFICATION HOLDOVER CONSIDERATIONS

Standards of Review:

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

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

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

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

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

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 Major Planning Approval and Planned Unit Development (PUD) Modification requests, the following conditions should apply:

1. Submission of a revised site plan, prior to the applications being forwarded to the City Council, depicting all existing and proposed site improvements, consistent with the previously approved Planning Approval and Planned Unit Development (PUD). At a minimum, the site plan shall include:
    - Total lot area in square feet and acres;
    - The footprint and square footage of all buildings, tanks, clarifiers, processing facilities, and structures;
    - Zoning district information;
    - Parking layout and total number of spaces;
    - Traffic circulation and access;
    - All streets along which the site has frontage, including existing rights-of-way;
    - The site's legal description or recorded plat reference;
    - A graphic scale and north arrow; and
    - All required notes, including a note stating that future development or redevelopment may require additional Planning Approval and/or PUD modifications, subject to review and approval by the Planning Commission and City Council; and
2. Submission of an AutoCAD (.dwg) file, prior to the applications being forwarded to the City Council, of the revised site plan meeting the Planning and Zoning Department's submittal standards.

SITE HISTORY

The site has operated as a water treatment facility since at least 1944, predating its annexation into the City of Mobile in 1956. Upon annexation, the property was assigned a single-family residential zoning classification, which it has retained through adoption of the current Unified Development Code (UDC).

In 1989, the property received Planning Approval to allow construction of an above-ground processing tank at the existing water treatment facility in the R-1, Single-Family Residential District.

At its November 2, 2009, meeting, the Board of Zoning Adjustment approved Use, Height, Side Street Side Yard Setback, and Tree Planting Variances to allow construction of a 153-foot-tall monopole telecommunications tower on a portion of the site. The tower was approved to be located 112 feet from the side street property line, with no required tree plantings, within the R-1 zoning district.

At its April 21, 2011, meeting, the Planning Commission approved Planning Approval, Planned Unit Development (PUD), and Rezoning requests to allow expansion of the existing water treatment facility within the R-1 zoning

district. The approvals permitted multiple buildings on a single building site with shared access and rezoned a portion of the property from B-2, Neighborhood Business District, to R-1, Single-Family Residential District to resolve a split-zoning condition. The Planning Approval and PUD were conditioned upon submission of a Subdivision application by October 2011, as the site consisted of a combination of metes-and-bounds parcels and legal lots of record. Rezoning approval was conditioned upon approval of the PUD.

The City Council approved the rezoning request at its June 7, 2011, meeting, and the Planning Commission approved a one-lot subdivision at its November 3, 2011, meeting. However, the subdivision plat was not recorded in the Mobile County Probate Court, and the approval subsequently expired.

Also at its November 3, 2011, meeting, the Planning Commission approved a Sidewalk Waiver request waiving the construction of sidewalks along Mercedes Road and Le Ruth Road.

At its February 18, 2021, meeting, the Planning Commission approved Subdivision, Planning Approval, and PUD requests for a one-lot subdivision and further expansion of the existing water treatment facility with multiple buildings on a single site. The site was subsequently developed in accordance with these approvals, and the subdivision plat was recorded in the Mobile County Probate Court as the *MAWSS Stickney Plant Subdivision*.

Most recently, at its May 20, 2021, meeting, the Planning Commission approved a Sidewalk Waiver request waiving the construction of sidewalks along Shelton Beach Road Extension and Moffett Road.

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

STAFF COMMENTS

Engineering Comments:

Planning Approval Modification (MOD-003571-2025)

No comments.

Planned Unit Development Modification (MOD-003580-2025)

ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land

and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.

5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

Driveway number, size, location, and design to be approved by ALDOT (where applicable) and 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 subject site is developed as an existing water treatment facility located within an R-1, Single-Family Residential Suburban District. The requests seek to modify a previously approved Planning Approval to allow further expansion of the water treatment facility within the R-1, Single-Family Residential Suburban District, and

to modify a previously approved Planned Unit Development (PUD) permitting multiple buildings on a single building site in order to allow construction of a new clarifier, pump station, and associated site improvements.

A comparison of recent aerial imagery with the Planning Approval and PUD site plans approved in 2021 indicates that the site is developed with an operations building; two (2) pump buildings; a chlorine building; a flow control building; a blower building; multiple settling and flocculator basins; an underground sludge handler; two (2) surface reservoirs; a thickener/clarifier tank; multiple chemical tanks; an emergency power generator building and a maintenance building approved by the Planning Commission in 2021; and a telecommunications tower approved by the Board of Zoning Adjustment in 2009.

The site plan submitted with the application depicts only the proposed improvements, which include a new circular clarifier tank, a pump station building, and a concrete splitter box for directing flow. The applicant indicates that the total area of new development is approximately 12,000 square feet, with the proposed pump station building replacing an existing maintenance building of less than 1,000 square feet. No additional parking appears to be required as a result of the proposed modifications, and two (2) existing parking spaces would be removed in conjunction with the demolition of the existing maintenance building, but staff cannot verify if parking for the overall development will remain compliant without a comprehensive site plan.

Planning Approvals and Planned Unit Developments are site-plan–specific. Therefore, if the requests are approved, a revised site plan depicting all existing and proposed site improvements must be submitted to the Planning and Zoning Department. The site plan should include the total lot area in both square feet and acres; the size of each building, tank, and processing facility; all streets along which the site has frontage with their respective rights-of-way; and all applicable site data, including zoning district information, parking, traffic circulation, and required notes. In addition, the plan should include the site's legal description or recorded plat reference, a graphic scale, and a north arrow, as well as compliance with any conditions of approval, if approved.

Commercial use of the property would typically require buffering where the site abuts residentially zoned property. However, previous Planning Approval and PUD approvals allowed the existing six-foot-tall chain-link security fence surrounding the site to remain. Additional approval to retain the chain-link fence may therefore be appropriate.

The proposed modifications do not necessitate submission of a photometric plan at this time. Any new site lighting, however, must comply with the illumination standards of Article 3, Section 64-3-9.C. of the Unified Development Code (UDC).

No dumpsters or dumpster pads are illustrated on the submitted site plan, and it is unclear from aerial imagery whether any currently exist on site. Any dumpster placed on the property must comply with the enclosure and placement standards of Article 3, Section 64-3-13.A.4. of the UDC and should be illustrated on revised Planning Approval and PUD site plans. Alternatively, a note state curbside waste removal is utilized should be placed on the revised site plans.

It is unclear whether the proposed improvements would require removal of any required trees. If tree removal is proposed, the applicant should coordinate with staff to ensure continued compliance with any applicable tree plans on file.

Signage is not depicted or described in the application materials. Any signage will require separate review and permitting through the Planning and Zoning Department. Illuminated signage must be installed by a licensed and bonded sign contractor and will require electrical permits from the Permitting Department.

The water treatment facility has been in operation since 1944, as documented in previous Planning Commission reviews, and the Commission has approved modifications to the PUD and Planning Approval over time. The proposed improvements represent a relatively minor modification to the site and its operations and are not anticipated to result in significant impacts to the surrounding neighborhood with respect to public health, safety, or welfare. As such, approval of the requested Planning Approval and PUD modifications may be appropriate.

Any future development or redevelopment of the site may require additional Planning Approval and PUD modifications, subject to review and approval by the Planning Commission and City Council. A note to this effect should be included on the Final Planning Approval and PUD Site Plans.

If approved, revised Modified Planning Approval and PUD Site Plans (hard copy and PDF) must be submitted to and approved by the Planning and Zoning Department prior to recordation in Probate Court, in accordance with Section 64-5-8.B.2(f) of the UDC.

PLANNING APPROVAL / PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

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

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

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

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

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

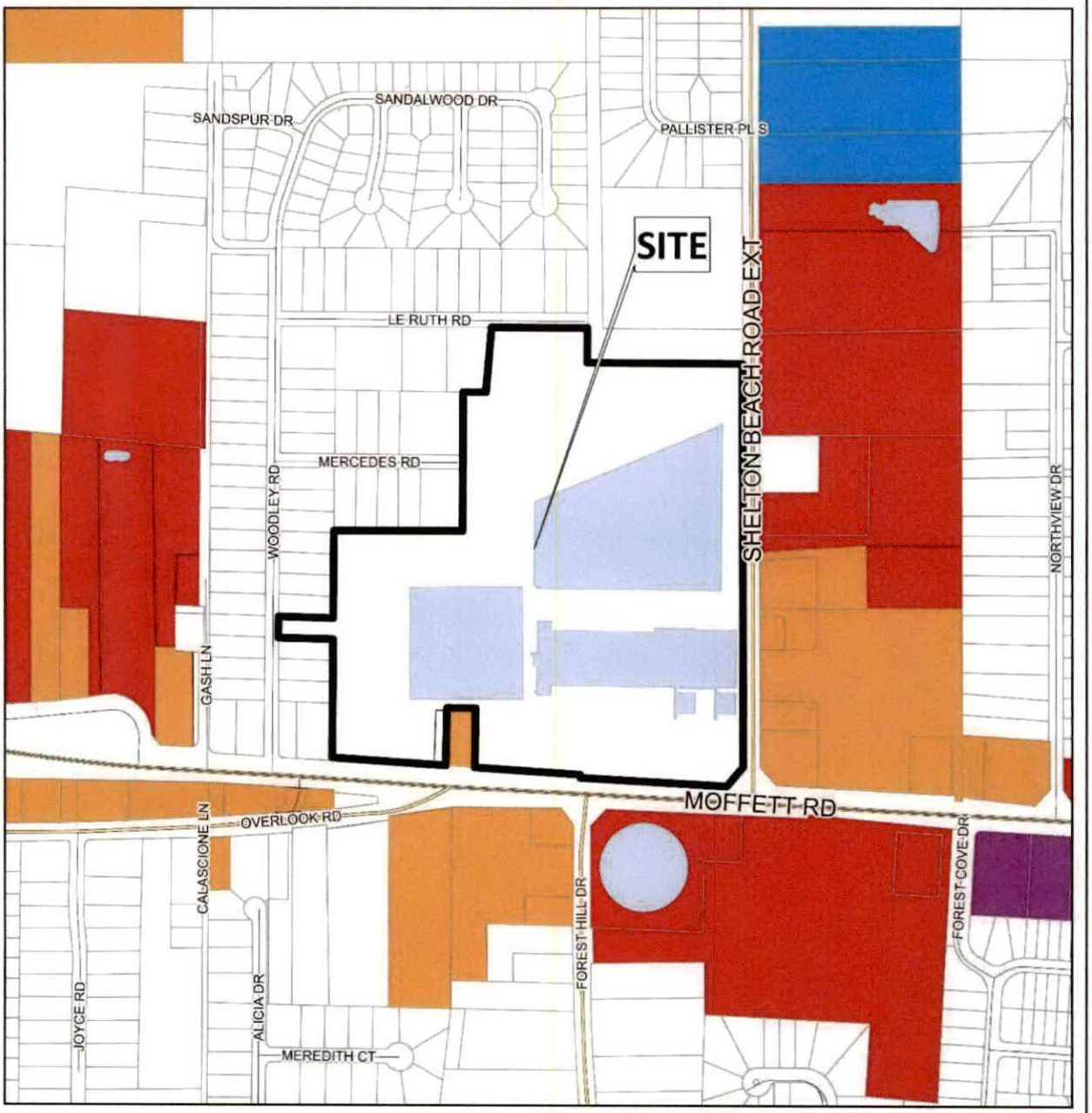
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

The Planning Commission should consider holding the request over to the February 19th meeting, with required revisions and any additional information submitted no later than February 6th to allow the applicant adequate time to address the following:

3. Submission of a revised site plan depicting all existing and proposed site improvements, consistent with the previously approved Planning Approval and Planned Unit Development (PUD). The site plan shall include, at a minimum:
    - Total lot area in square feet and acres;
    - The footprint and square footage of all buildings, tanks, clarifiers, processing facilities, and structures;
    - Zoning district information;
    - Parking layout and total number of spaces;
    - Traffic circulation and access;
    - All streets along which the site has frontage, including existing rights-of-way;
    - The site's legal description or recorded plat reference;
    - A graphic scale and north arrow; and
    - All required notes, including a note stating that future development or redevelopment may require additional Planning Approval and/or PUD modifications, subject to review and approval by the Planning Commission and City Council; and
4. Submission of an AutoCAD (.dwg) file of the revised site plan meeting the Planning and Zoning Department's submittal standards.

LOCATOR ZONING MAP



APPLICATION NUMBER 1 DATE February 19, 2026

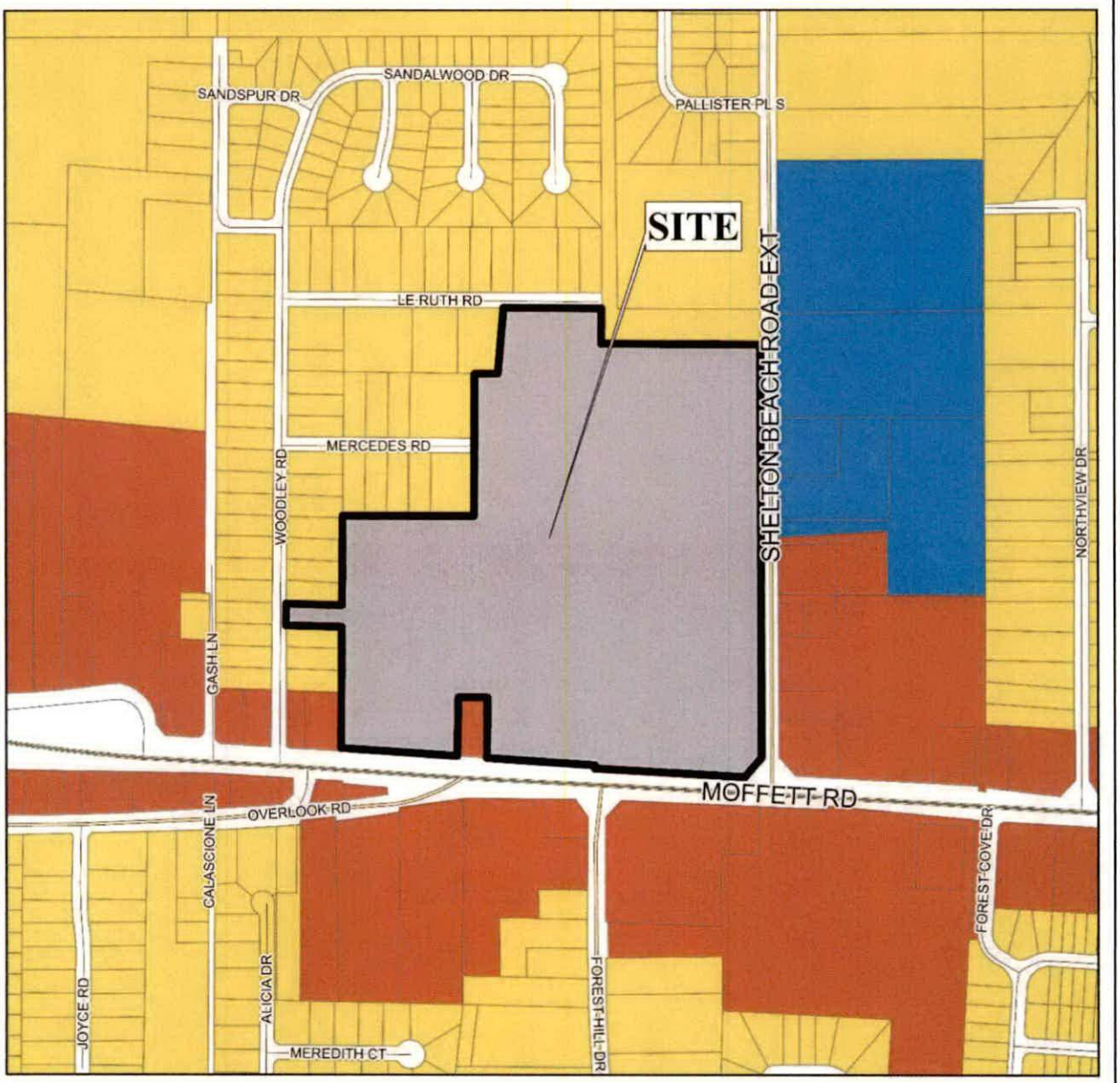
APPLICANT The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)

REQUEST PA Modification, PUD Modification

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 1 DATE February 19, 2026

APPLICANT The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)

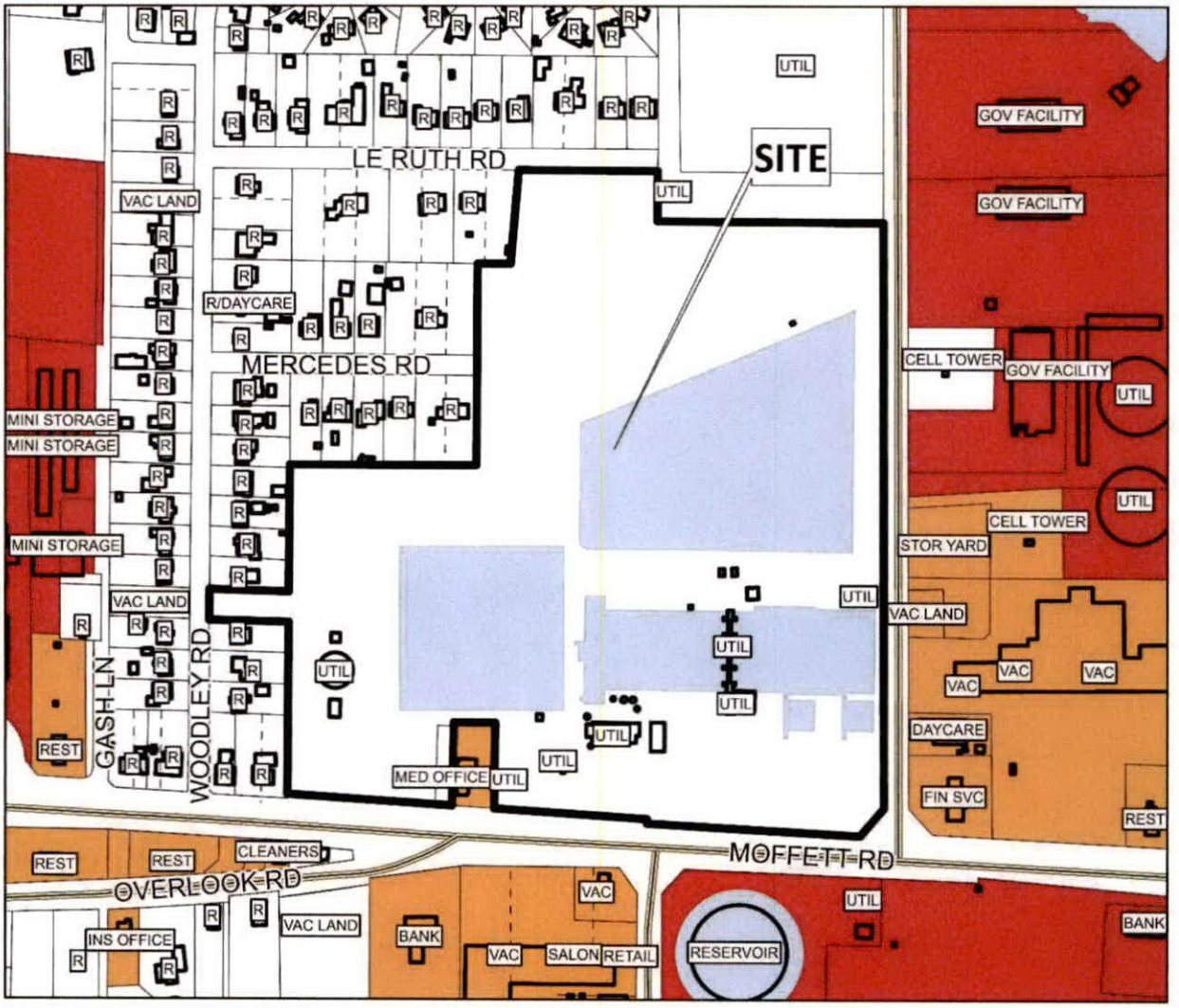
REQUEST PA Modification, PUD Modification

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 1 DATE February 19, 2026

APPLICANT The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)

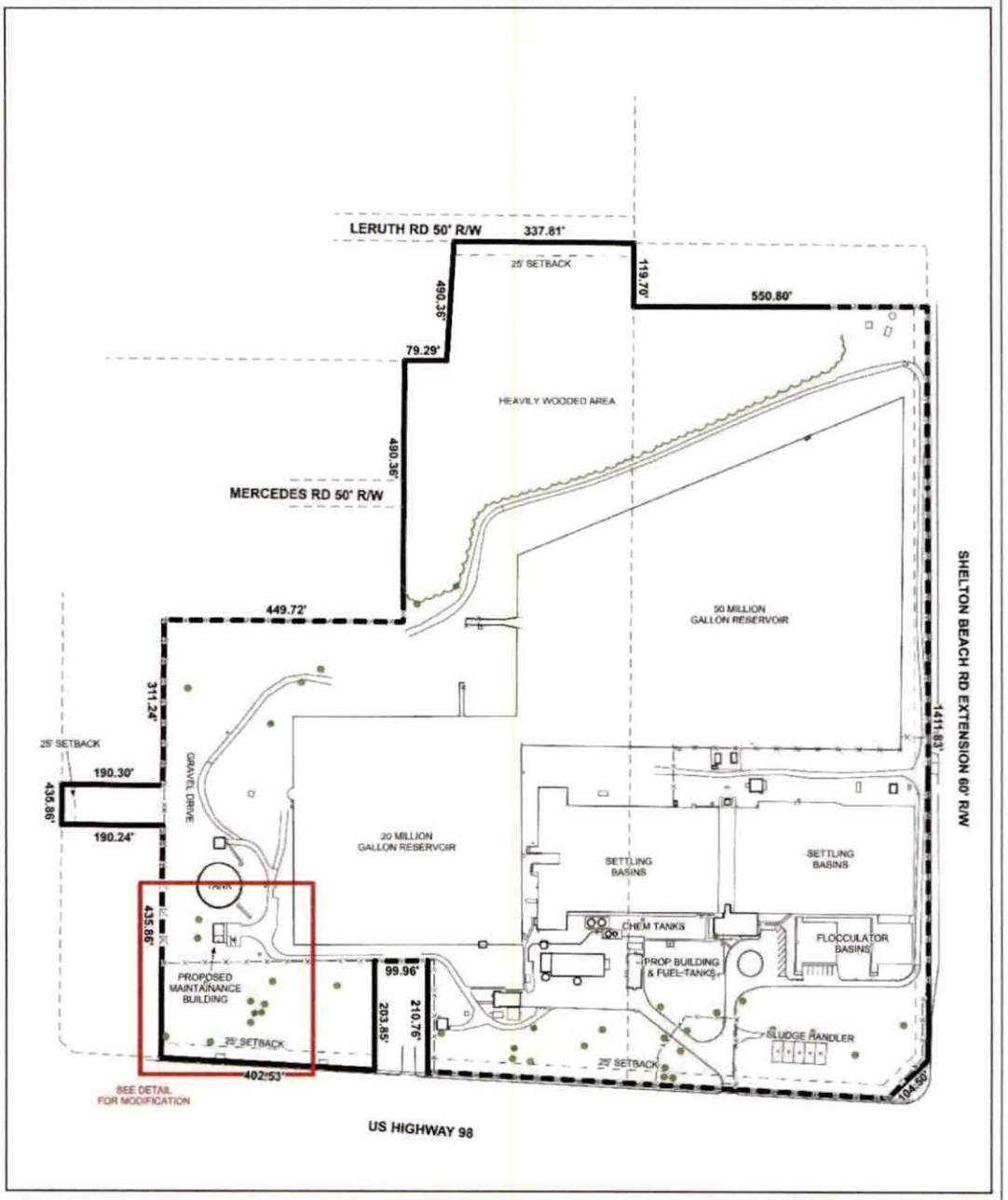
REQUEST PA Modification, PUD Modification

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

N

NTS

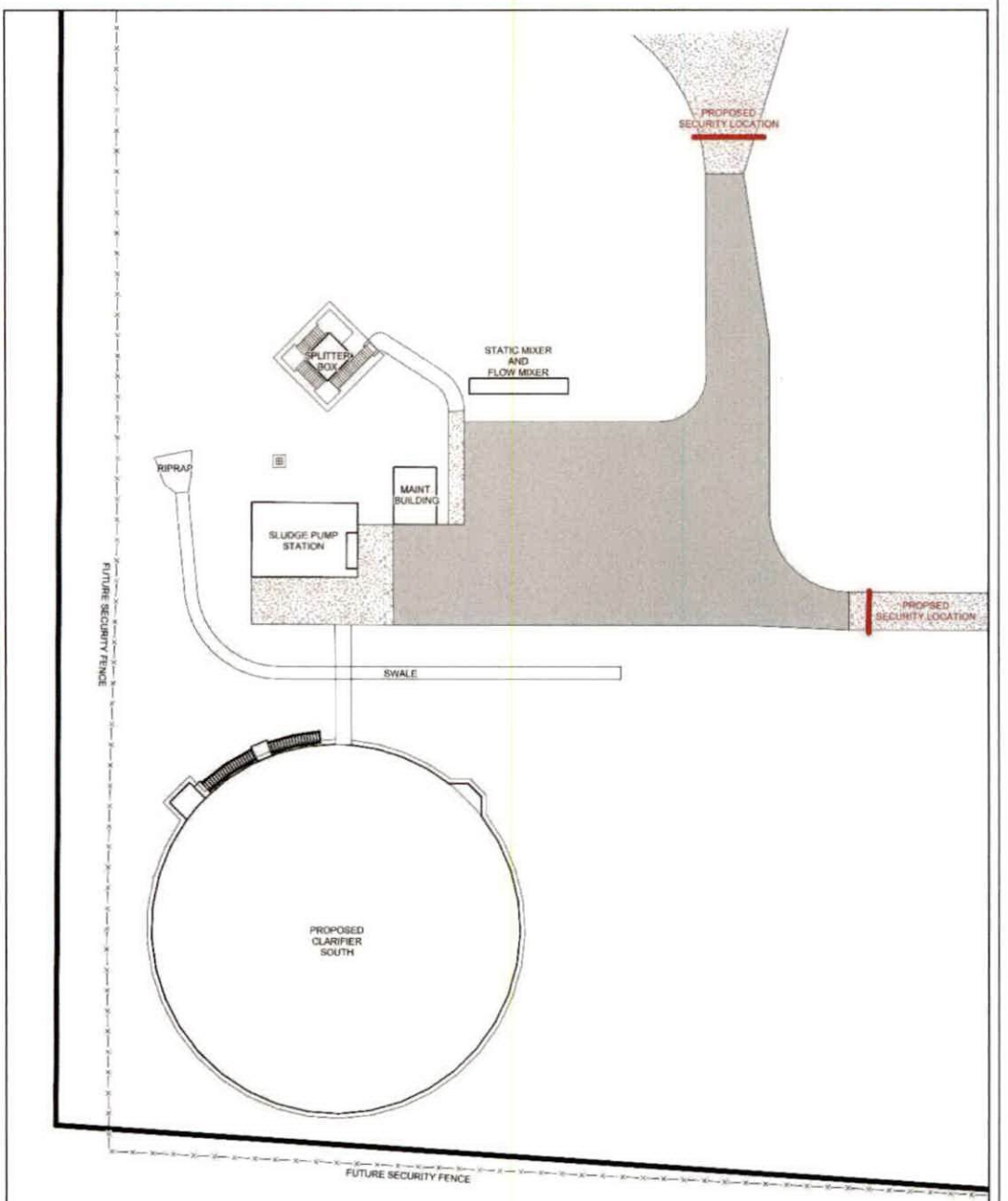
EXISTING SITE PLAN



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

APPLICATION NUMBER 1 DATE February 19, 2026	N
APPLICANT The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)	
REQUEST PA Modification, PUD Modification	NTS

MODIFICATION SITE PLAN



APPLICATION NUMBER 1 DATE February 19, 2026	N
APPLICANT The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)	
REQUEST PA Modification, PUD Modification	NTS

FUTURE LAND USE MAP CORRESPONDENCE TO ZONING

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

Each future land use designation on the FLUM will have at least one corresponding zoning district, allowing a more precise application of the FLUM based on specific local conditions. In most cases, there are multiple combinations or types of zoning techniques that can accomplish the future land use designation's objectives.

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

The designation of an area with a FLUM land use category does not mean that the most intense zoning district consistent with that category is "automatically" assigned to a property. Instead, an area retains its existing zoning category until it is changed through a landowner-initiated rezoning application, or a rezoning that follows an area plan. This is because the FLUM is a long-term designation, while a change in zoning considers current conditions – such as market demands, availability of infrastructure, or impacts on the immediate neighborhood.

Zoning correspondence matrix

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

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

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

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

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

LIGHT INDUSTRY / BUSINESS CENTER (LI)

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

Development Intent

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

Land use mix

Primary Uses

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

Secondary Uses

- Commercial
- Civic
- Parks

Housing mix

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

Character Example









Planning Commission
January 15, 2026

Agenda Item # 11

MOD-003571-2025 & MOD-003580-2025

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

Applicant Materials for Consideration – Planning Approval Modification

Applicant Materials for Consideration – Planned Unit Development Modification

DETAILS

Location:
4800 Moffett Road

Applicant / Agent:
The Board of Water and Sewer Commissioners of the City of Mobile / Lindsay Tucker, Garver, LLC

Property Owner:
Mobile Area Water and Sewer System

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

Future Land Use:
Light Industry

Applicable Codes, Policies, and Plans:

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

Proposal:

- Modification of a previously approved Planning Approval.
- Modification of a previously approved Planned Unit Development.

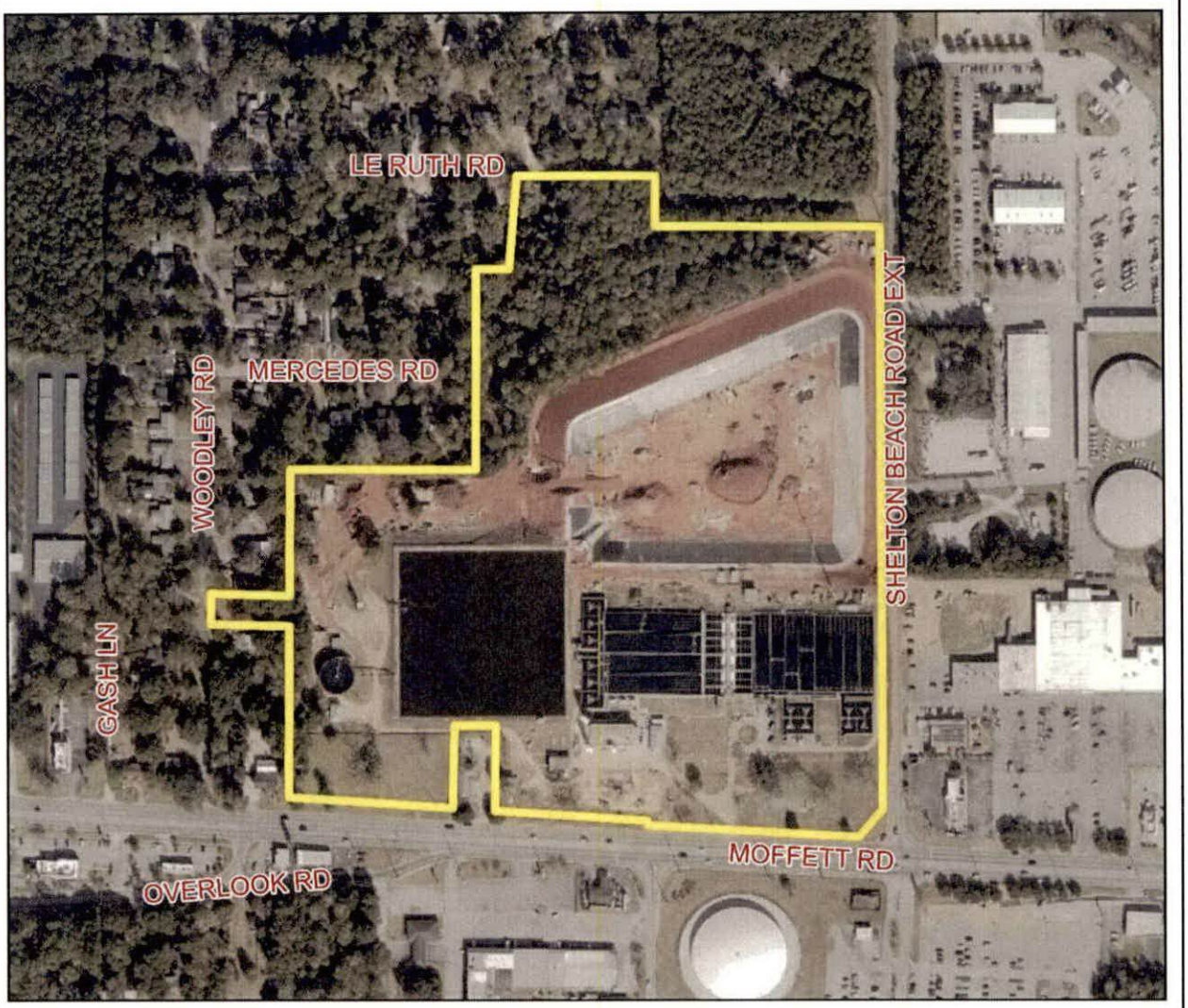
Considerations:

1. Holdover.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 6
Exhibits 8

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 11 DATE January 15, 2026

APPLICANT The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)

REQUEST PA Modification, PUD Modification

N

NTS

SITE HISTORY

The site has operated as a water treatment facility since at least 1944, predating its annexation into the City of Mobile in 1956. Upon annexation, the property was assigned a single-family residential zoning classification, which it has retained through adoption of the current Unified Development Code (UDC).

In 1989, the property received Planning Approval to allow construction of an above-ground processing tank at the existing water treatment facility in the R-1, Single-Family Residential District.

At its November 2, 2009, meeting, the Board of Zoning Adjustment approved Use, Height, Side Street Side Yard Setback, and Tree Planting Variances to allow construction of a 153-foot-tall monopole telecommunications tower on a portion of the site. The tower was approved to be located 112 feet from the side street property line, with no required tree plantings, within the R-1 zoning district.

At its April 21, 2011, meeting, the Planning Commission approved Planning Approval, Planned Unit Development (PUD), and Rezoning requests to allow expansion of the existing water treatment facility within the R-1 zoning district. The approvals permitted multiple buildings on a single building site with shared access and rezoned a portion of the property from B-2, Neighborhood Business District, to R-1, Single-Family Residential District to resolve a split-zoning condition. The Planning Approval and PUD were conditioned upon submission of a Subdivision application by October 2011, as the site consisted of a combination of metes-and-bounds parcels and legal lots of record. Rezoning approval was conditioned upon approval of the PUD.

The City Council approved the rezoning request at its June 7, 2011, meeting, and the Planning Commission approved a one-lot subdivision at its November 3, 2011, meeting. However, the subdivision plat was not recorded in the Mobile County Probate Court, and the approval subsequently expired.

Also at its November 3, 2011, meeting, the Planning Commission approved a Sidewalk Waiver request waiving the construction of sidewalks along Mercedes Road and Le Ruth Road.

At its February 18, 2021, meeting, the Planning Commission approved Subdivision, Planning Approval, and PUD requests for a one-lot subdivision and further expansion of the existing water treatment facility with multiple buildings on a single site. The site was subsequently developed in accordance with these approvals, and the subdivision plat was recorded in the Mobile County Probate Court as the *MAWSS Stickney Plant Subdivision*.

Most recently, at its May 20, 2021, meeting, the Planning Commission approved a Sidewalk Waiver request waiving the construction of sidewalks along Shelton Beach Road Extension and Moffett Road.

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

STAFF COMMENTS

Engineering Comments:

Planning Approval Modification (MOD-003571-2025)

No comments.

Planned Unit Development Modification (MOD-003580-2025)

ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:

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

Traffic Engineering Comments:

Driveway number, size, location, and design to be approved by ALDOT (where applicable) and 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 subject site is developed as an existing water treatment facility located within an R-1, Single-Family Residential Suburban District. The requests seek to modify a previously approved Planning Approval to allow further expansion of the water treatment facility within the R-1, Single-Family Residential Suburban District, and to modify a previously approved Planned Unit Development (PUD) permitting multiple buildings on a single building site in order to allow construction of a new clarifier, pump station, and associated site improvements.

A comparison of recent aerial imagery with the Planning Approval and PUD site plans approved in 2021 indicates that the site is developed with an operations building; two (2) pump buildings; a chlorine building; a flow control building; a blower building; multiple settling and flocculator basins; an underground sludge handler; two (2) surface reservoirs; a thickener/clarifier tank; multiple chemical tanks; an emergency power generator building and a maintenance building approved by the Planning Commission in 2021; and a telecommunications tower approved by the Board of Zoning Adjustment in 2009.

The site plan submitted with the application depicts only the proposed improvements, which include a new circular clarifier tank, a pump station building, and a concrete splitter box for directing flow. The applicant indicates that the total area of new development is approximately 12,000 square feet, with the proposed pump station building replacing an existing maintenance building of less than 1,000 square feet. No additional parking appears to be required as a result of the proposed modifications, and two (2) existing parking spaces would be removed in conjunction with the demolition of the existing maintenance building, but staff cannot verify if parking for the overall development will remain compliant without a comprehensive site plan.

Planning Approvals and Planned Unit Developments are site-plan–specific. Therefore, if the requests are approved, a revised site plan depicting all existing and proposed site improvements must be submitted to the Planning and Zoning Department. The site plan should include the total lot area in both square feet and acres; the size of each building, tank, and processing facility; all streets along which the site has frontage with their respective rights-of-way; and all applicable site data, including zoning district information, parking, traffic circulation, and required notes. In addition, the plan should include the site's legal description or recorded plat reference, a graphic scale, and a north arrow, as well as compliance with any conditions of approval, if approved.

Commercial use of the property would typically require buffering where the site abuts residentially zoned property. However, previous Planning Approval and PUD approvals allowed the existing six-foot-tall chain-link security fence surrounding the site to remain. Additional approval to retain the chain-link fence may therefore be appropriate.

The proposed modifications do not necessitate submission of a photometric plan at this time. Any new site lighting, however, must comply with the illumination standards of Article 3, Section 64-3-9.C. of the Unified Development Code (UDC).

No dumpsters or dumpster pads are illustrated on the submitted site plan, and it is unclear from aerial imagery whether any currently exist on site. Any dumpster placed on the property must comply with the enclosure and placement standards of Article 3, Section 64-3-13.A.4. of the UDC and should be illustrated on revised Planning Approval and PUD site plans. Alternatively, a note state curbside waste removal is utilized should be placed on the revised site plans.

It is unclear whether the proposed improvements would require removal of any required trees. If tree removal is proposed, the applicant should coordinate with staff to ensure continued compliance with any applicable tree plans on file.

Signage is not depicted or described in the application materials. Any signage will require separate review and permitting through the Planning and Zoning Department. Illuminated signage must be installed by a licensed and bonded sign contractor and will require electrical permits from the Permitting Department.

The water treatment facility has been in operation since 1944, as documented in previous Planning Commission reviews, and the Commission has approved modifications to the PUD and Planning Approval over time. The proposed improvements represent a relatively minor modification to the site and its operations and are not anticipated to result in significant impacts to the surrounding neighborhood with respect to public health, safety, or welfare. As such, approval of the requested Planning Approval and PUD modifications may be appropriate.

Any future development or redevelopment of the site may require additional Planning Approval and PUD modifications, subject to review and approval by the Planning Commission and City Council. A note to this effect should be included on the Final Planning Approval and PUD Site Plans.

If approved, revised Modified Planning Approval and PUD Site Plans (hard copy and PDF) must be submitted to and approved by the Planning and Zoning Department prior to recordation in Probate Court, in accordance with Section 64-5-8.B.2(f) of the UDC.

PLANNING APPROVAL / PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

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

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

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

    a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting,

hours of operation or any other conditions that mitigate the impacts of the proposed development; and

b. Includes adequate public facilities and utilities;

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

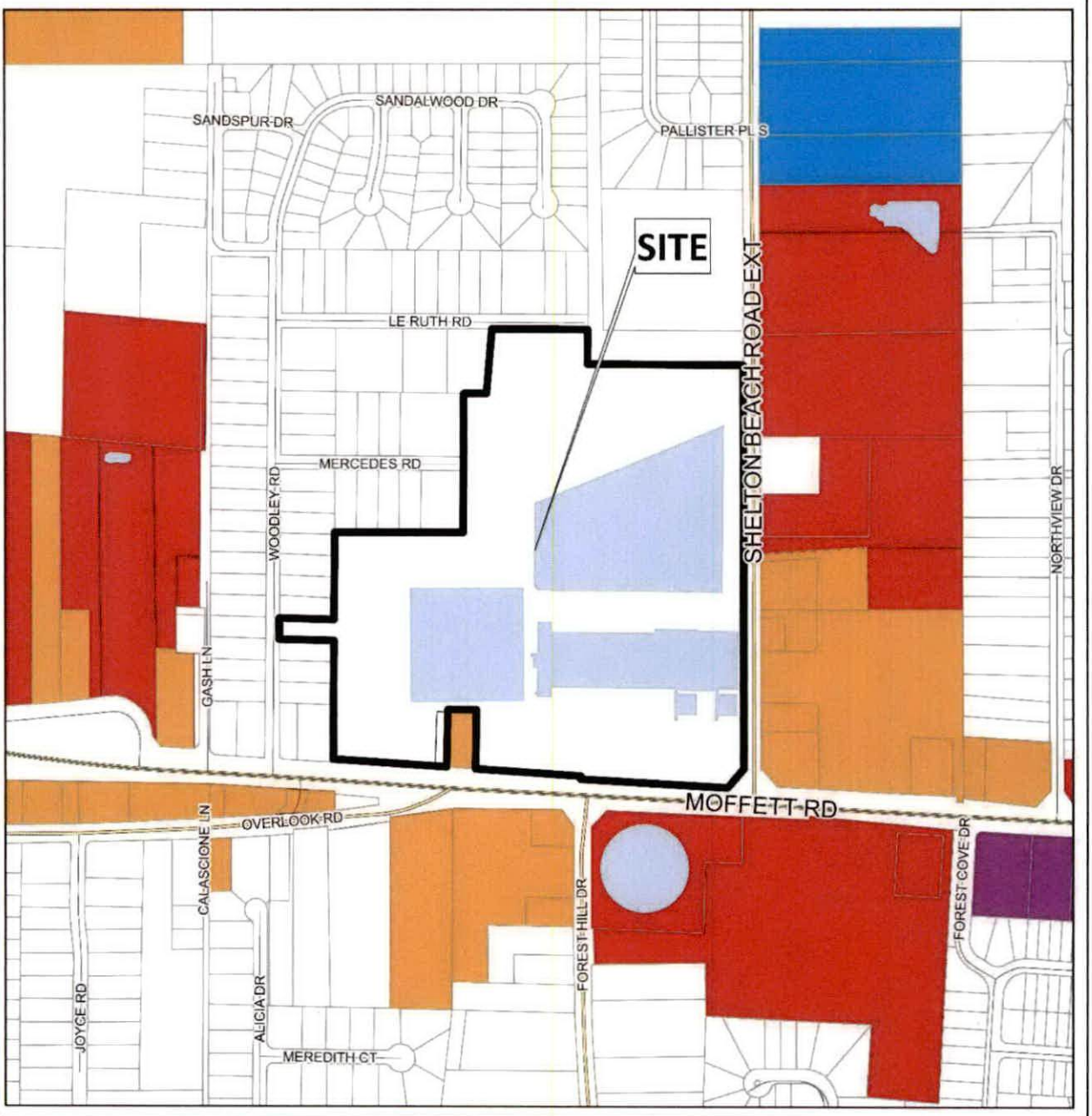
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

The Planning Commission should consider holding the request over to the February 19th meeting, with required revisions and any additional information submitted no later than February 6th to allow the applicant adequate time to address the following:

1. Submission of a revised site plan depicting all existing and proposed site improvements, consistent with the previously approved Planning Approval and Planned Unit Development (PUD). The site plan shall include, at a minimum:
    - Total lot area in square feet and acres;
    - The footprint and square footage of all buildings, tanks, clarifiers, processing facilities, and structures;
    - Zoning district information;
    - Parking layout and total number of spaces;
    - Traffic circulation and access;
    - All streets along which the site has frontage, including existing rights-of-way;
    - The site's legal description or recorded plat reference;
    - A graphic scale and north arrow; and
    - All required notes, including a note stating that future development or redevelopment may require additional Planning Approval and/or PUD modifications, subject to review and approval by the Planning Commission and City Council; and
2. Submission of an AutoCAD (.dwg) file of the revised site plan meeting the Planning and Zoning Department's submittal standards.

LOCATOR ZONING MAP



APPLICATION NUMBER 11 DATE January 15, 2026

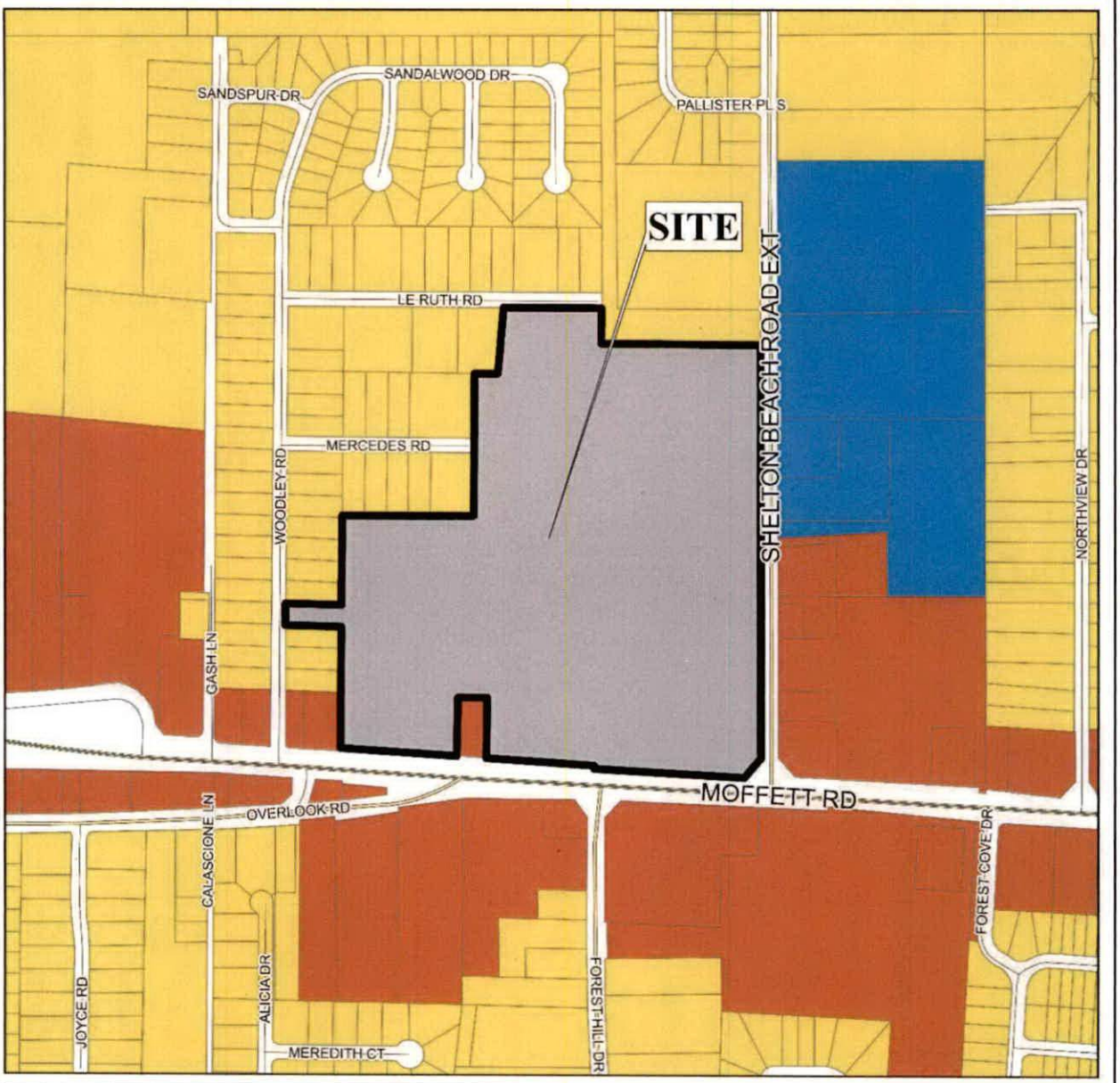
APPLICANT The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)

REQUEST PA Modification, PUD Modification

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 11 DATE January 15, 2026

APPLICANT The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)

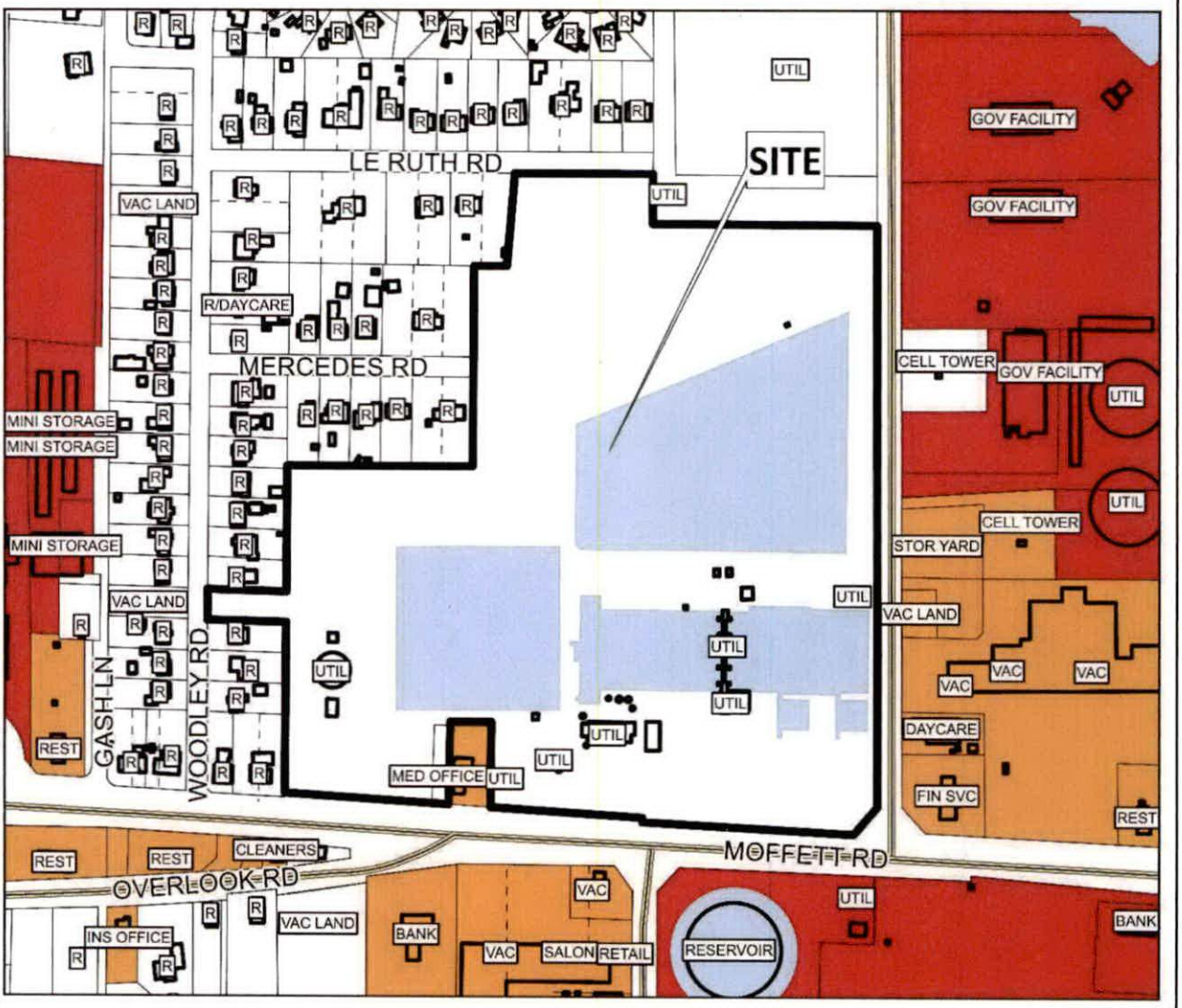
REQUEST PA Modification, PUD Modification

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 11 DATE January 15, 2026

APPLICANT The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)

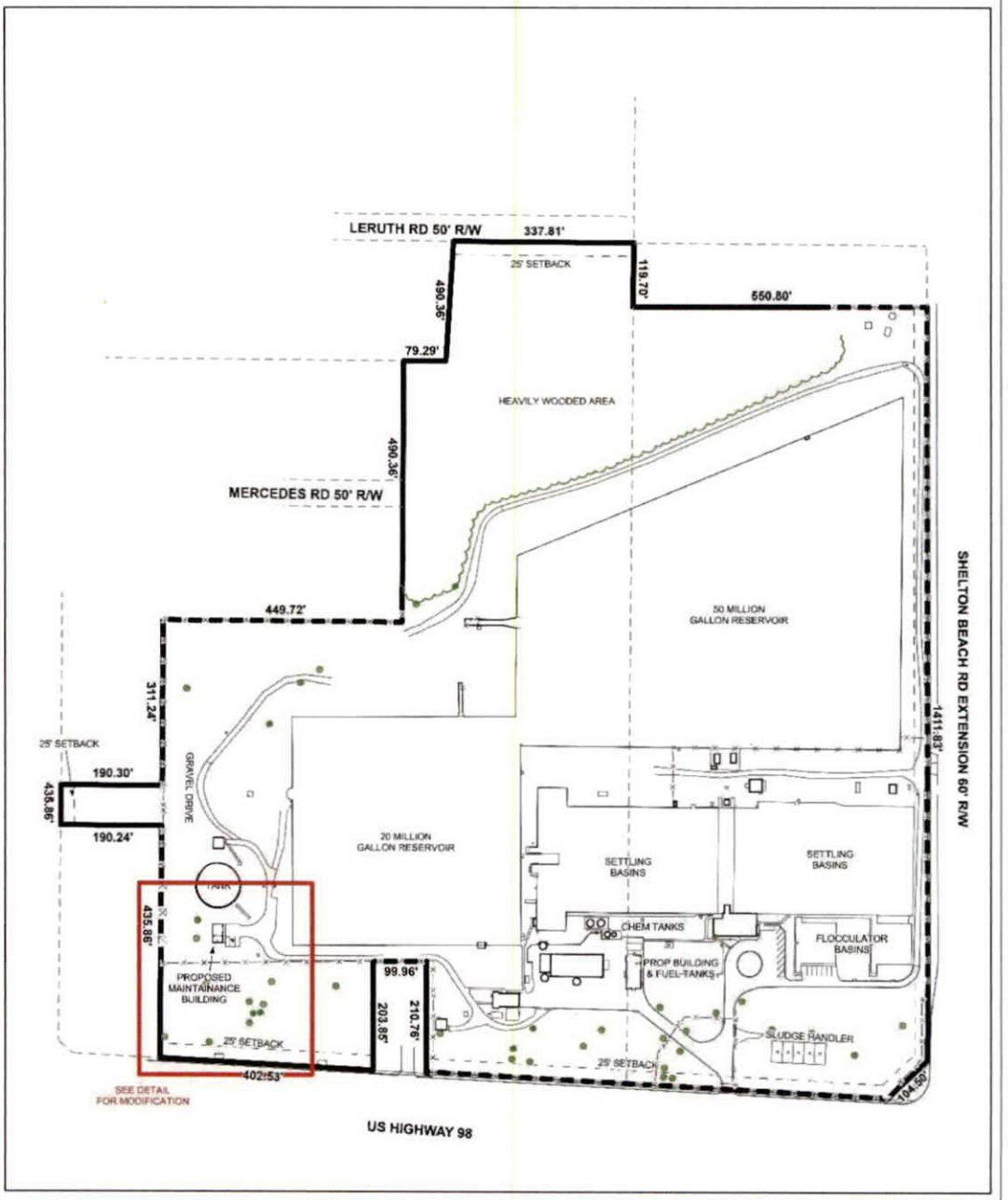
REQUEST PA Modification, PUD Modification

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

N

NTS

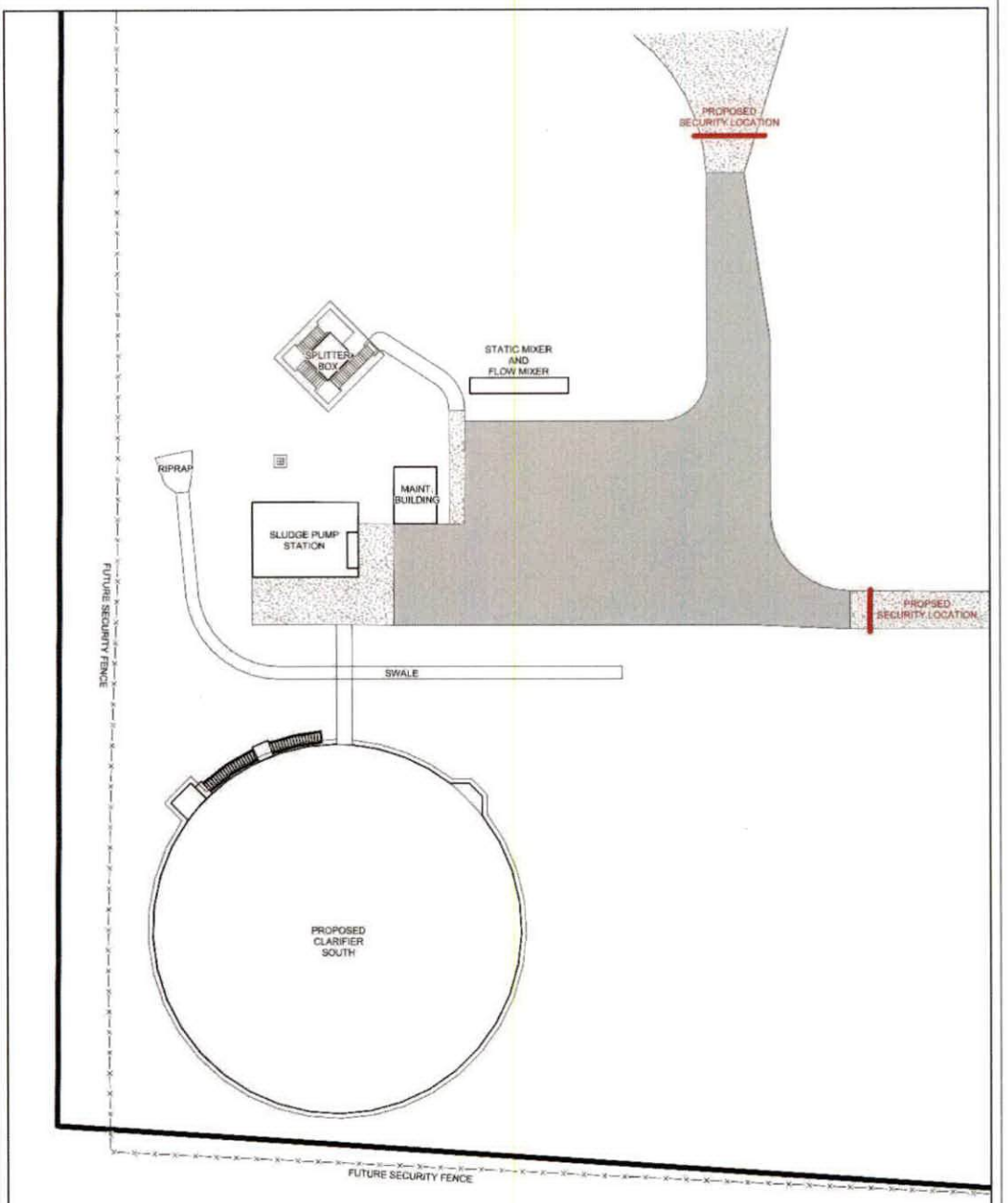
EXISTING SITE PLAN



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

APPLICATION NUMBER 11 DATE January 15, 2026	N
APPLICANT The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)	
REQUEST PA Modification, PUD Modification	NTS

MODIFICATION SITE PLAN



APPLICATION NUMBER	11	DATE	January 15, 2026
APPLICANT	The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)		
REQUEST	PA Modification, PUD Modification		

N

NTS

FUTURE LAND USE MAP CORRESPONDENCE TO ZONING

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

Each future land use designation on the FLUM will have at least one corresponding zoning district, allowing a more precise application of the FLUM based on specific local conditions. In most cases, there are multiple combinations or types of zoning techniques that can accomplish the future land use designation's objectives.

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

The designation of an area with a FLUM land use category does not mean that the most intense zoning district consistent with that category is "automatically" assigned to a property. Instead, an area retains its existing zoning category until it is changed through a landowner-initiated rezoning application, or a rezoning that follows an area plan. This is because the FLUM is a long-term designation, while a change in zoning considers current conditions – such as market demands, availability of infrastructure, or impacts on the immediate neighborhood.

Zoning correspondence matrix

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

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

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

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

	RESIDENTIAL - 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											

LIGHT INDUSTRY / BUSINESS CENTER (LI)

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

Development Intent

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

Land use mix

Primary Uses

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

Secondary Uses

- Commercial
- Civic
- Parks

Housing mix

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

Character Example









RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Modification of a
Previously Approved Planned Unit Development for
Property Located at 4800 Moffett Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **March 17, 2026,** a public hearing will be held on the **21st** day of **April, 2026,** at 10:30 a.m., to consider adoption of an ordinance for the proposed modification of a previously approved Planned Unit Development for property located at 4800 Moffett Road to allow multiple buildings on a single building site.

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

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

WHEREAS, a Planned Unit Development was approved on March 1, 2018, to allow multiple buildings on a single building site, to allow construction of a new clarifier, pump station, and associated site improvements located at 4800 Moffett Road and described as follows:

LOT 1, MAWSS STICKNEY PLANT SUBDIVISION, AS RECORDED ON INSTRUMENT NUMBER 2021021258 IN THE OFFICE OF THE JUDGE OF PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

WHEREAS, on December 12, 2025, the owner of said property applied for a Major Modification of the Planned Unit Development allowing multiple buildings on a single building site, to allow construction of a new clarifier, pump station, and associated site improvements.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on February 19, 2026, and recommended approval of the Major Modification of the Planned Unit Development subject to the following conditions:

1. Submission of a revised site plan, prior to the application being forwarded to the City Council, depicting all existing and proposed site improvements, consistent with the previously approved Planned Unit Development. At a minimum, the site plan shall include:

    - Total lot area in square feet and acres;
    - The footprint and square footage of all buildings, tanks, clarifiers, processing facilities, and structures;
    - Zoning district information;
    - Parking layout and total number of spaces;
    - Traffic circulation and access;
    - All streets along which the site has frontage, including existing rights-of-way;
    - The site's legal description or recorded plat reference;
    - A graphic scale and north arrow; and

- All required notes, including a note stating that future development or redevelopment may require additional Planning Approval and/or PUD modifications, subject to review and approval by the Planning Commission and City Council; and

2. Submission of an AutoCAD (.dwg) file, prior to the applications being forwarded to the City Council, of the revised site plan meeting the Planning and Zoning Department's submittal standards.

WHEREAS, the City Council finds that the proposed modification:

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

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

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

1. Submission of a revised site plan, prior to the application being forwarded to the City Council, depicting all existing and proposed site improvements, consistent with the previously approved Planned Unit Development. At a minimum, the site plan shall include:

- Total lot area in square feet and acres;
- The footprint and square footage of all buildings, tanks, clarifiers, processing facilities, and structures;
- Zoning district information;
- Parking layout and total number of spaces;
- Traffic circulation and access;
- All streets along which the site has frontage, including existing rights-of-way;
- The site's legal description or recorded plat reference;
- A graphic scale and north arrow; and
- All required notes, including a note stating that future development or redevelopment may require additional Planning Approval and/or PUD modifications, subject to review and approval by the Planning Commission and City Council; and

2. Submission of an AutoCAD (.dwg) file, prior to the applications being forwarded to the City Council, of the revised site plan meeting the Planning and Zoning Department's submittal standards.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 21st day of April, 2026, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 25th day of March, 2026 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **4800 Moffett Road.**

The proposed amendment will modify a Planned Unit Development that was approved for said location on **February 18, 2021**. The owner of said property has applied for a Major Modification of a previously approved Planned Unit Development **allowing multiple buildings on a single building site, to allow construction of a new clarifier, pump station, and associated site improvements.** If approved, the modification will **allow construction of a new clarifier, pump station, and associated site improvements**, subject to the following proposed conditions: 1. Submission of a revised site plan, prior to the application being forwarded to the City Council, depicting all existing and proposed site improvements, consistent with the previously approved Planned Unit Development. At a minimum, the site plan shall include: a) Total lot area in square feet and acres; b) The footprint and square footage of all buildings, tanks, clarifiers, processing facilities, and structures; c) Zoning district information; d) Parking layout and total number of spaces; e) Traffic circulation and access; f) All streets along which the site has frontage, including existing rights-of-way; g) The site's legal description or recorded plat reference; h) A graphic scale and north arrow; and i) All required notes, including a note stating that future development or redevelopment may require additional Planning Approval and/or PUD modifications, subject to review and approval by the Planning Commission and City Council; and 2. Submission of an AutoCAD (.dwg) file, prior to the applications being forwarded to the City Council, of the revised site plan meeting the Planning and Zoning Department's submittal standards.

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

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

WHEREAS, a Planned Unit Development was approved on **March 1, 2018, to allow multiple buildings on a single building site, to allow construction of a new clarifier, pump station, and associated site improvements** located at **4800 Moffett Road** and described as follows:

LOT 1, MAWSS STICKNEY PLANT SUBDIVISION, AS RECORDED ON INSTRUMENT NUMBER 2021021258 IN THE OFFICE OF THE JUDGE OF PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

WHEREAS, on **December 12, 2025**, the owner of said property applied for a Major Modification of the Planned Unit Development **allowing multiple buildings on a single building site, to allow construction of a new clarifier, pump station, and associated site improvements.**

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on **February 19, 2026**, and recommended approval of the Major Modification of the Planned Unit Development subject to the following conditions:

1. Submission of a revised site plan, prior to the application being forwarded to the City Council, depicting all existing and proposed site improvements, consistent with the previously approved Planned Unit Development. At a minimum, the site plan shall include:

    - Total lot area in square feet and acres;
    - The footprint and square footage of all buildings, tanks, clarifiers, processing facilities, and structures;
    - Zoning district information;
    - Parking layout and total number of spaces;
    - Traffic circulation and access;
    - All streets along which the site has frontage, including existing rights-of-way;
    - The site's legal description or recorded plat reference;
    - A graphic scale and north arrow; and
    - All required notes, including a note stating that future development or redevelopment may require additional Planning Approval and/or PUD modifications, subject to review and approval by the Planning Commission and City Council; and

2. Submission of an AutoCAD (.dwg) file, prior to the applications being forwarded to the City Council, of the revised site plan meeting the Planning and Zoning Department's submittal standards.

WHEREAS, the City Council finds that the proposed modification:

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

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

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

1. Submission of a revised site plan, prior to the application being forwarded to the City Council, depicting all existing and proposed site improvements, consistent with the previously approved Planned Unit Development. At a minimum, the site plan shall include:

   - Total lot area in square feet and acres;
   - The footprint and square footage of all buildings, tanks, clarifiers, processing facilities, and structures;
   - Zoning district information;
   - Parking layout and total number of spaces;
   - Traffic circulation and access;
   - All streets along which the site has frontage, including existing rights-of-way;
   - The site's legal description or recorded plat reference;
   - A graphic scale and north arrow; and
   - All required notes, including a note stating that future development or redevelopment may require additional Planning Approval and/or PUD modifications, subject to review and approval by the Planning Commission and City Council; and

2. Submission of an AutoCAD (.dwg) file, prior to the applications being forwarded to the City Council, of the revised site plan meeting the Planning and Zoning Department's submittal standards.

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

Adopted:

Lisa Lambert, City Clerk

The Board of Water and Sewer Commissioners of the City of Mobile
Lindsay Tucker, Garver, LLC, Agent
4800 Moffett Road
Council District 1
Cory Penn

THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

March 10, 2026
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **February 19, 2026,** considered the request of **The Board of Water and Sewer Commissioners of the City of Mobile (Lindsay Tucker, Garver, LLC, Agent)**, for a Major Modification of a previously approved Planned Unit Development **allowing multiple buildings on a single building site, to allow construction of a new clarifier, pump station, and associated site improvements,** for the property located at **4800 Moffett Road.**

After discussion it was decided to recommend approval of the Major Planned Unit Development Modification to the City Council, subject to the following conditions:

1. Submission of a revised site plan, prior to the application being forwarded to the City Council, depicting all existing and proposed site improvements, consistent with the previously approved Planned Unit Development. At a minimum, the site plan shall include:

    - Total lot area in square feet and acres;
    - The footprint and square footage of all buildings, tanks, clarifiers, processing facilities, and structures;
    - Zoning district information;
    - Parking layout and total number of spaces;
    - Traffic circulation and access;
    - All streets along which the site has frontage, including existing rights-of-way;
    - The site's legal description or recorded plat reference;
    - A graphic scale and north arrow; and

- All required notes, including a note stating that future development or redevelopment may require additional Planning Approval and/or PUD modifications, subject to review and approval by the Planning Commission and City Council; and

2. Submission of an AutoCAD (.dwg) file, prior to the applications being forwarded to the City Council, of the revised site plan meeting the Planning and Zoning Department's submittal standards.

It should be noted that the applicant has submitted the requested site plan and AutoCAD (.dwg) file. Both have been reviewed by Planning and Zoning staff for approval, and the revised site plan is attached.

Copies of the application and reports are also attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

February 23, 2026

Board of Water and Sewer Commissioners of the City of Mobile
ATTN: Daryl Russell, PE
4725 Moffett Road
Mobile, Alabama 36618-2246

Re: 4800 Moffett Road
MOD-003580-2025
The Board of Water and Sewer Commissioners of the City of Mobile (Lindsay Tucker, Garver, LLC, Agent)
District 1
Major Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site, to allow construction of a new clarifier, pump station, and associated site improvements.

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

At its meeting on February 19, 2026, the Planning Commission considered the above referenced application.

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

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

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

1. Submission of a revised site plan, prior to the application being forwarded to the City Council, depicting all existing and proposed site improvements, consistent with the previously approved Planned Unit Development. At a minimum, the site plan shall include:

    - Total lot area in square feet and acres;
    - The footprint and square footage of all buildings, tanks, clarifiers, processing facilities, and structures;
    - Zoning district information;
    - Parking layout and total number of spaces;
    - Traffic circulation and access;
    - All streets along which the site has frontage, including existing rights-of-way;
    - The site's legal description or recorded plat reference;
    - A graphic scale and north arrow; and
    - All required notes, including a note stating that future development or redevelopment may require additional Planning Approval and/or PUD modifications, subject to review and approval by the Planning Commission and City Council; and

2. Submission of an AutoCAD (.dwg) file, prior to the applications being forwarded to the City Council, of the revised site plan meeting the Planning and Zoning Department's submittal standards.

The advertising fee for this application based on the current legal description, is **$449.54.** 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.gov) or uploaded to the case via CSS. If no construction permit is obtained to implement the approved modification within two (2) years of approval, the modification shall expire, unless an extension request is filed and approved by the Planning Commission and City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

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

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

January 16, 2026

Board of Water and Sewer Commissioners of the City of Mobile
ATTN: Daryl Russell, PE
4725 Moffett Road
Mobile, Alabama 36618-2246

Re: 4800 Moffett Road
MOD-003580-2025
The Board of Water and Sewer Commissioners of the City of Mobile (Lindsay Tucker, Garver, LLC, Agent)
District 1
Major Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site, to allow construction of a new clarifier, pump station, and associated site improvements.

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 heldover the request to the February 19th meeting, with required revisions and any additional information submitted no later than February 6th to allow the applicant adequate time to address the following:

1. Submission of a revised site plan depicting all existing and proposed site improvements, consistent with the previously approved Planned Unit Development (PUD). The site plan shall include, at a minimum:
    - Total lot area in square feet and acres;
    - The footprint and square footage of all buildings, tanks, clarifiers, processing facilities, and structures;
    - Zoning district information;
    - Parking layout and total number of spaces;
    - Traffic circulation and access;
    - All streets along which the site has frontage, including existing rights-of-way;
    - The site's legal description or recorded plat reference;
    - A graphic scale and north arrow; and
    - All required notes, including a note stating that future development or redevelopment may require additional PUD modifications, subject to review and approval by the Planning Commission and City Council; and

2. Submission of an AutoCAD (.dwg) file of the revised site plan meeting the Planning and Zoning Department's submittal standards.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

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

City of Mobile • Planning &Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits**
Checklist A

☐ **Planned Development**
Checklist C

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

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

☐ **Terminating a Previously approved Planned Unit Development**
Checklist E

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

---

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

	Applicant	Agent (If Applicable)
Address:	Board of Water and Sewer Commissioners of the City of Mobile	11 N. Water Street, Suite 10290, Office 1080
Email:		[redacted]
Phone:	251.694.3100	
Email:	[redacted]	
Name:		Lindsay Tucker, PE

	Owner	Design Professional
Name:		Lindsay Tucker
Firm:	Mobile Area Water and Sewer System	Garver, LLC
Phone:	251.694.3100	251.895.7594
Email:	[redacted]	[redacted]
Address:	4725 Moffett Road, Mobile, AL	11 N. Water Street, Ste. 10290, Office 1080

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

4800 Moffett Rd., Mobile, AL 36618-2246 — Property Address

41.85 ac — Property Area (acres or square feet)

2801023000005XXX

Parcel Number(s) or Key Number(s)

R-1 — Present Zoning or Transect District

Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

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

Owner Signature — Date

Applicant or Agent Signature (if applicable) — 12/10/2025 Date

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

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

Lindsay Tucker — Applicant or Agent Signature

12/10/2025 — Date

CHECKLIST D
Previously approved Planning Approvals and Planned Unit Developments

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

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

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

---

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

   The Stickney WTP Solids Handling Improvements project is consistent with the City's Map for Mobile's comprehensive vision by investing in resilient infrastructure, safeguarding natural resources, and ensuring the quality of water supply can be sustained at a reasonable cost to the community. The proposed upgrades represent a tangible implementation of the City of Mobile's plans and principles through modernization of essential city services.

   Light Industry
   Future Land Use Map (FLUM) Designation

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

   The surrounding neighborhood is zoned as Low Density Residential. The purpose and ongoing operation of the site is to provide treatment of surface water for the production of clean potable water. The proposal and plan is compatible with this ongoing purpose and has been evaluated as necessary for its sustained longevity. The Owner has continued to make careful considerations to the health, safety, and comfort of the surrounding residents with regards to it's operation. The upgrades within this project proposal are intended by the Owner to maintain and provide these same considerations to the community and pro-actively communicate these developments.

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

   The Proposed developments would only upgrade the existing water treatment facility that exists on the property. The upgrade additions above ground include a new circular clarifier tank, a pump station building, and concrete splitterbox for directing flow. The total area to be developed is approximately 12,000 square feet, which accounts for less then 10% of the site acreage. The proposal includes one (1) pump station building less than 1,000 square ft. The proposed pump station building will replace an existing maintenance building of similar square footage.

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

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

6. Please provide the following information:

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

The upgrade additions above ground include a new circular clarifier tank, a pump station building, and concrete splitterbox for directing flow. The total area to be developed is approximately

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

The existing site area landscaping and within the property consists of grass and several trees. The design requires that the contractor will restore any disturbed areas not developed, to the previous conditions. The existing screening for the site is planned to remain in it's current condition.

☐ Lighting:

Additional lighting will be provided at the proposed facility upgrades for worker safety and operation. This includes the staircase on the additional clarifier, the new pump station building, and in the vicinity of the splitter box. Additional lighting in the facility is intended to reduce light pollution and mitigate any disturbances to adjacent residential or property owners.

☐ Hours of operation:

The facility is staffed and operated 24 hours a day and 7 days a week as required by the Alabama Department of Environmental Management (ADEM).

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

The facility operates under ADEM Classification (Sect. 335-10-1) and is permitted to produce up to 60 MGD of potable water a day.

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.

The proposed project will mitigate and intends to minimize these elements that cause health, safety, environmental, or other disturbances through safe and ethical engineering design practices. Engineering design documents will require that the general contractor awarded the bid to construct the proposed upgrades, adhere to the standards outline in the engineering design drawings as well as the engineer design specifications. These contract documents are to be provided by Garver USA, LLC., under a licensed professional engineer(s) with the State of Alabama, and legally authorized to do business in the State and the City of Mobile.

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

The proposal for upgrades to the E.M. Stickney WTF, owned by MAWSS, are intended to continue service of potable water to the surrounding community and the general public. MAWSS serves the City of Mobile, parts of Mobile County and Semmes, Prichard, Chickasaw and Spanish Fort by providing potable water, of which Stickney WTF is a major contributor. The upgrades within this proposal are part of careful considered plans that identified the necessary measures MAWSS should incorporate. MAWSS and the design professional have endeavored to take every opportunity to make design choices that will increase the quality of life and the future of the community.

City of Mobile • Planning & Zoning

Plan Submission Contact Information

Name of Project MAWSS Stickney Water Treatment Plant Solids Upgrades

Address 4800 Moffett Road, Mobile, AL 36618

Owner Board of Water and Sewer Commissioners of the City of Mobile

Address PO Box 180249 Zip Code 36618

Phone 251.694.3100 Fax 251.281.2191 Email

Authorized Agent Doug Cote

Address 4725 Moffett Road, Mobile, AL Zip Code 36618

Phone 251.694.3100 Fax [redacted]

Contractor

Address Zip Code

Phone Fax Email

Civil Engineer Garver, LLC

Address 11 N. Water Street, Suite 10290, Office 1080 Zip Code 36602

Phone 251.895.7584 Fax [redacted]

Architect

Address Zip Code

Phone Fax Email

Submitted by:

Lindsay I. Tucker, PE

Signature Print

12/3/2025 Project Manager/Garver

Date Affiliation to project/Organization

City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, Douglas Cote/Director of Plant Operations, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of Mobile Area Water and Sewer System*, a corporation for the property located within the city limits of Mobile, Alabama at 4800 Mofffett Road (E.M. Stickney Water Filtration Plant).

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

Linddsay Tucker, P.E. of Garver USA	
Designee (1)	Designee (2)
[redacted]	
Email	Email
251-895-7594	
Phone Number	Phone Number
Signature of Company Owner	12/3/2025
	Date

11 North Water St.
Suite 10290, Office 1080
Mobile AL, 36602

[redacted]

MEMORANDUM

Date: December 10, 2025

To: City of Mobile, Planning and Zoning

From: Garver, LLC (on behalf of the Board of Water and Sewer Commissioners of the City of Mobile (MAWSS))

RE: Project Description and Justification of Request for the Stickney WTP Solids Upgrades
Garver Project No. W10-2501551

To Whom it may Concern,

Garver is submitting a request on behalf of MAWSS for Planning Approval of the described project. This project involves upgrades to the solids handling facilities at the E.M. Stickney Water Treatment Plant at 4800 Moffett Road. This project involves upgrades to the water plant's solids handling facilities and includes the construction of a new clarifier and pump station on the site as well as associated site improvements.

The Proposed developments will upgrade the existing water treatment facility that exists on the property. The upgrades include a new circular clarifier, a pump station building, and concrete splitter box for directing flow. The total area to be developed is approximately 12,000 square feet, which accounts for less than 10% of the site acreage. The proposal includes one (1) pump station building less than 1,000 square ft. The proposed pump station building will replace an existing maintenance building of similar square footage.

The Stickney WTP Solids Upgrades project is consistent with the City's Map for Mobile's comprehensive vision by investing in resilient infrastructure, safeguarding natural resources, and ensuring the quality of water supply can be sustained at a reasonable cost to the community. The proposed upgrades represent a tangible implementation of the City of Mobile's plans and principles through modernization of essential city services.

Please don't hesitate to reach out to me with questions regarding this application.

Sincerely,

Lindsay T. Tucker, PE
Gulf Coast Team Leader
Garver, LLC

STICKNEY WTP SOLIDS UPGRADES

MAWSS
MOBILE AREA WATER & SEWER SYSTEM

MOBILE AREA WATER & SEWER SYSTEM

90% DESIGN - NOT FOR CONSTRUCTION

BOARD OF DIRECTORS

BARBARA DRUMMOND
CHAIR

LINDA ST. JOHN
VICE CHAIR

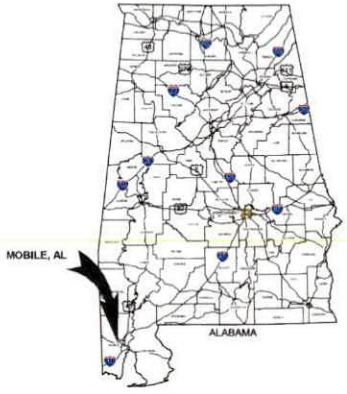
JAY W. WEBER
SECRETARY TREASURER
COMMISSIONER

THOMAS ZOGHBY
COMMISSIONER

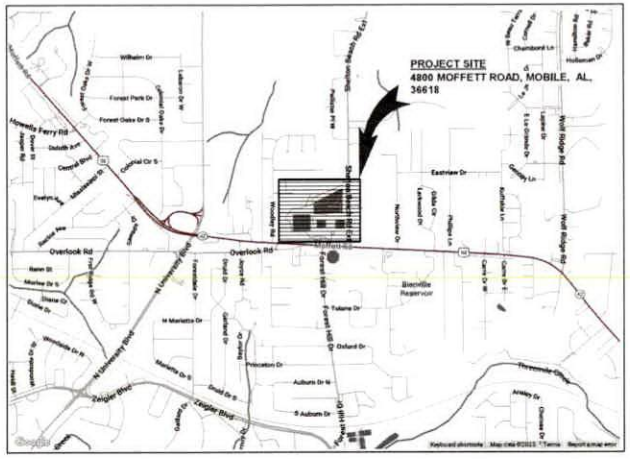
RAYMOND L. BELL JR.
COMMISSIONER

MARIA GONZALEZ
COMMISSIONER

JOHN C. WILLIAMS
COMMISSIONER



AREA MAP
NO SCALE



VICINITY MAP
NO SCALE

GARVER PROJECT NO. 2401551

NOVEMBER 2025

GARVER
11 N. Water Street
Suite 10290, Office 1080, Mobile, AL
(205) 443-3080

© 2025 GARVER, LLC
THIS DOCUMENT, ALONG WITH THE IDEAS AND DESIGNS CONVEYED HEREIN, SHALL BE CONSIDERED INSTRUMENTS OF PROFESSIONAL SERVICE AND ARE PROPERTY OF GARVER, LLC. ANY USE, REPRODUCTION, OR DISTRIBUTION OF THIS DOCUMENT, ALONG WITH THE IDEAS AND DESIGN CONTAINED HEREIN, IS PROHIBITED UNLESS AUTHORIZED IN WRITING BY GARVER, LLC OR EXPLICITLY ALLOWED IN THE GOVERNING PROFESSIONAL SERVICES AGREEMENT FOR THIS WORK.

REGISTRATION NO.
ECA500

90% DESIGN - NOT FOR CONSTRUCTION

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF LINDSAY I. TUCKER, P.E., [illegible] ON [illegible] 2025. IT IS NOT TO BE USED FOR CONSTRUCTION OR PERMITTING PURPO

REV	DATE	DESCRIPTION	BY

MOBILE AREA WATER & SEWER SYSTEM
MOBILE, AL

STICKNEY WTP UPGRADES

COVER SHEET

JOB NO.: 2401551
DATE: NOV 2025
DESIGNED BY: JBR
DRAWN BY: SJB
CHECKED BY: LIT

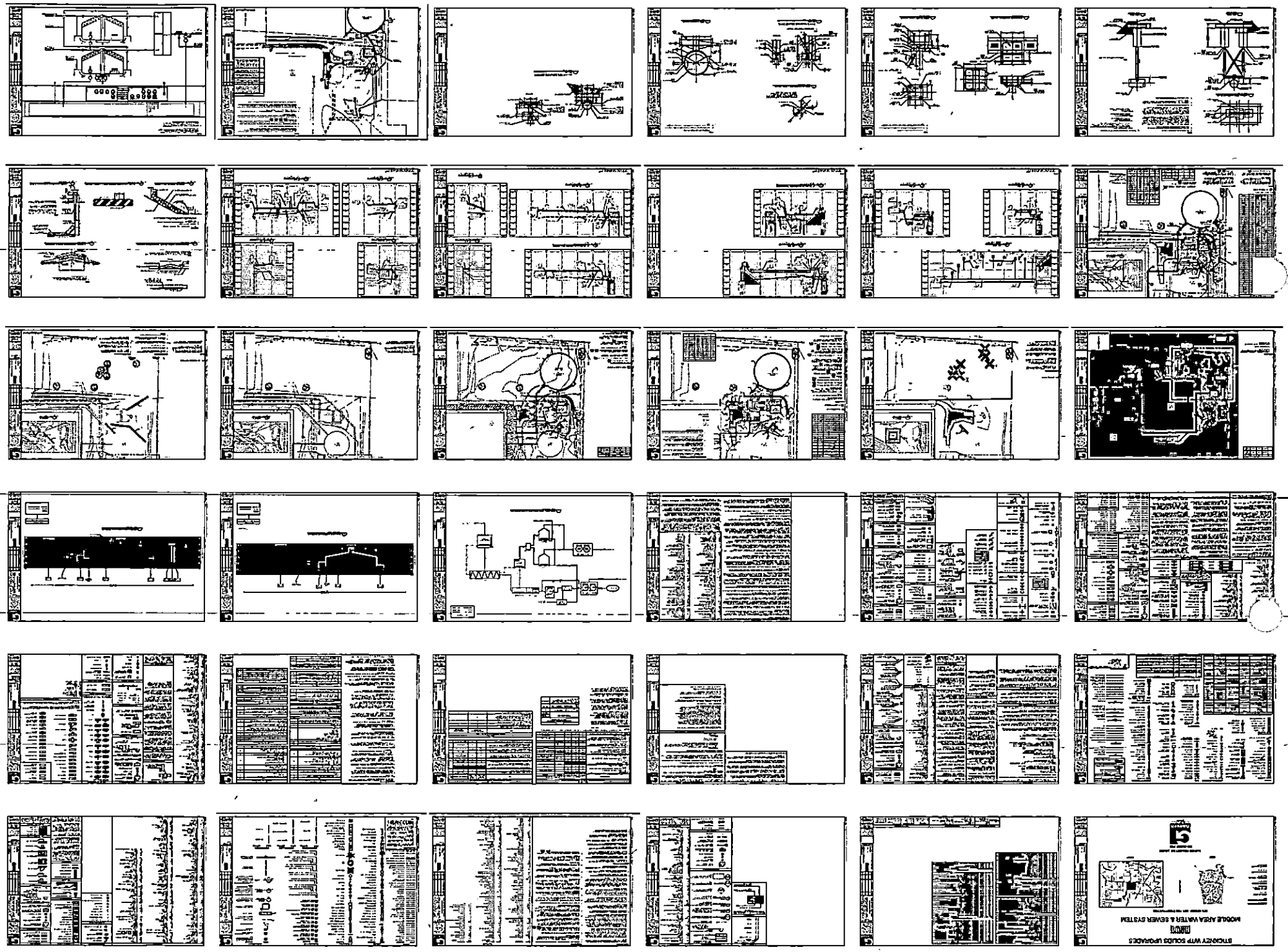
BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

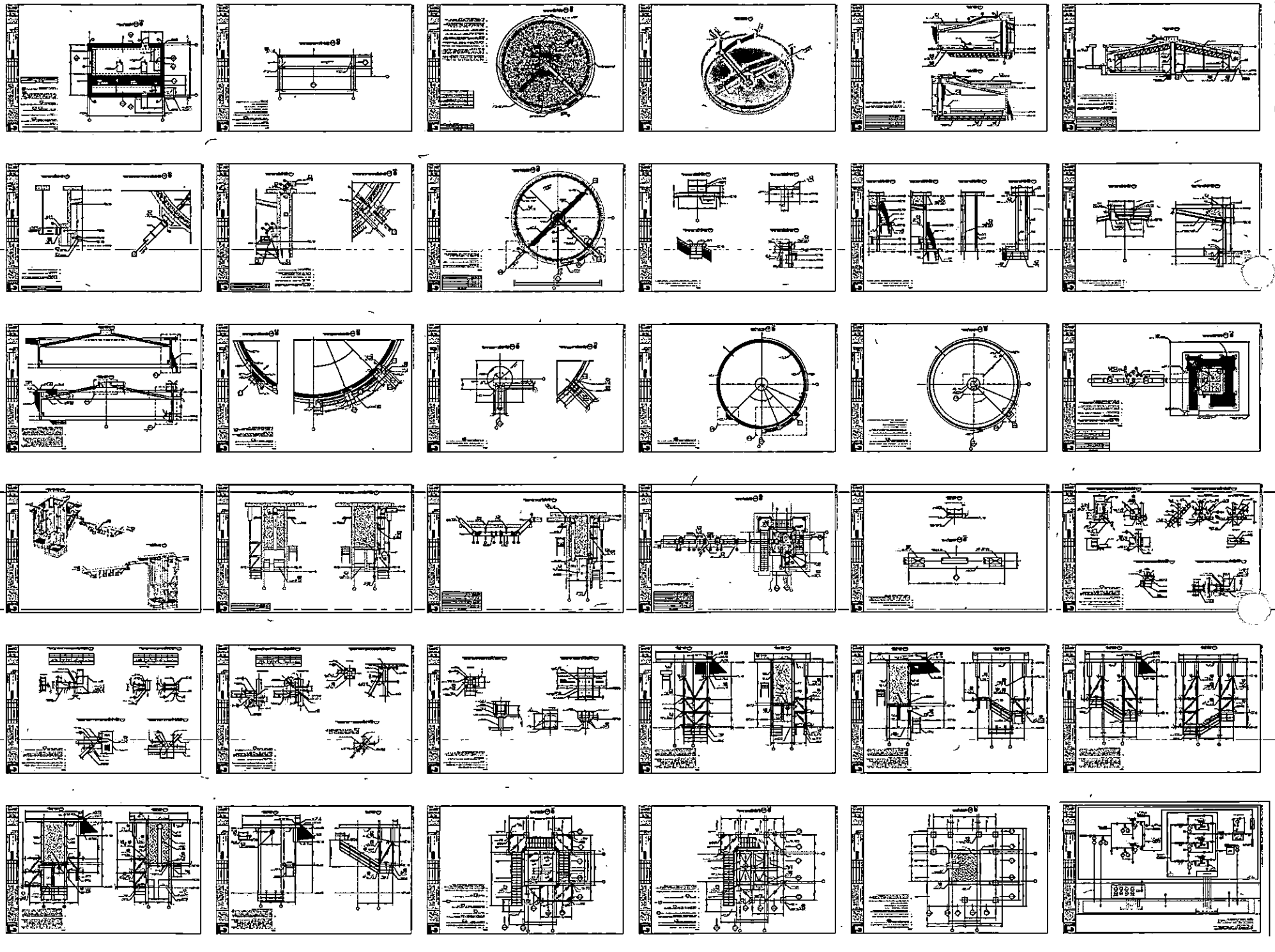
DRAWING NUMBER
01-G001

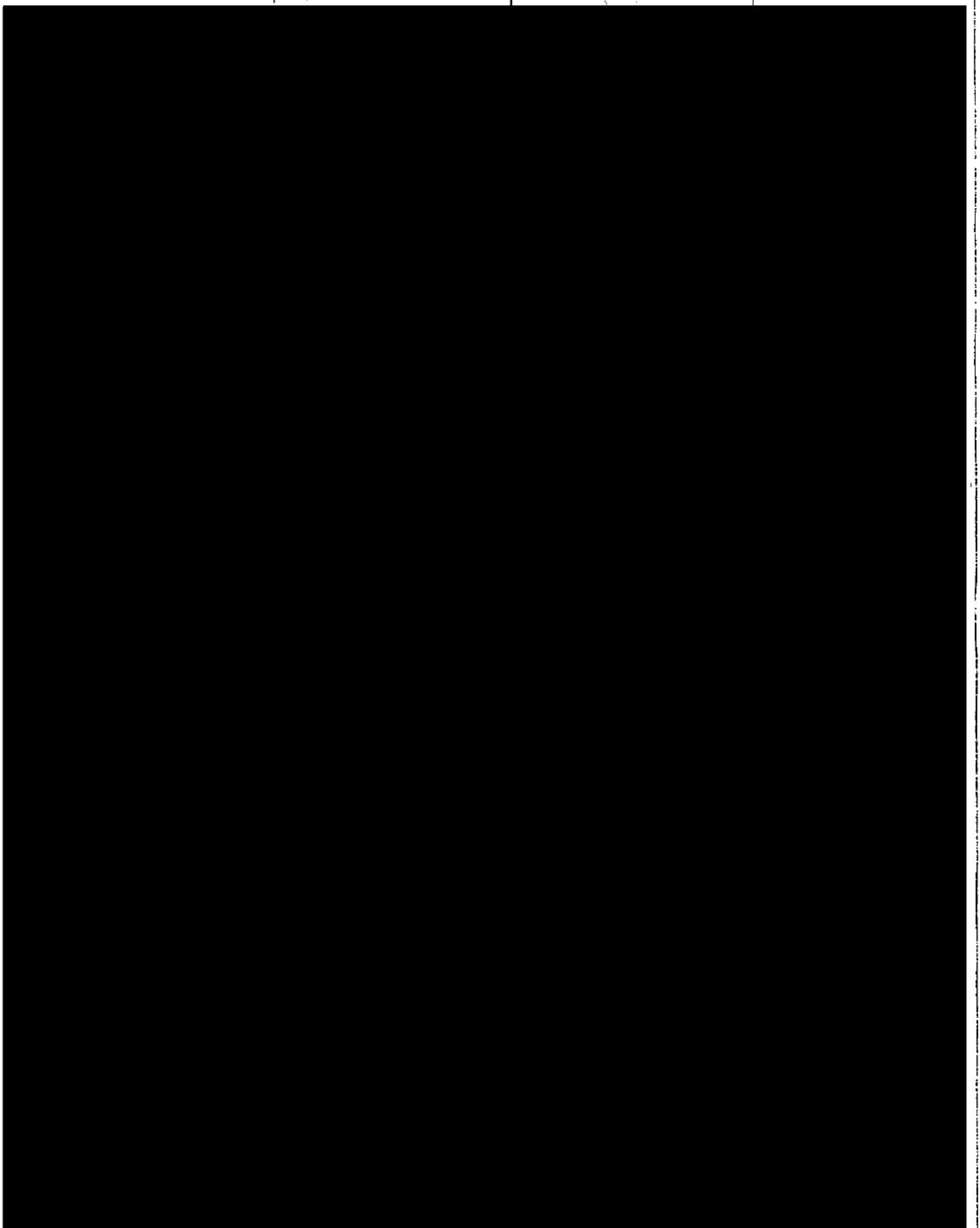
SHEET NUMBER **001**

Revit File: Autodesk Docs://W10-2401551 - MAWSS Stickney WTP Solids Upgrades/2401551_01_GENERAL.rvt
Plot Date: 11/5/2025 3:52:23 PM

106 pages







AVERY 8160™

Easy Peel® Address Labels
Bend along line to expose Pop-up Edge

Go to avery.com/templates
Use Avery Template 5160

Étiquettes d'adresse Easy Peel®
Repliez à la hachure afin de révéler le rebord Pop-up

Allez à avery.ca/gabarits
Utilisez le Gabarit Avery 5160

Planning Commission
February 19, 2026

Agenda Item # 1 - HOLDOVER

MOD-003571-2025 & MOD-003580-2025

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

Applicant Materials for Consideration – Planning Approval Modification

Applicant Materials for Consideration – Planned Unit Development Modification

DETAILS

Location:
4800 Moffett Road

Applicant / Agent:
The Board of Water and Sewer Commissioners of the City of Mobile / Lindsay Tucker, Garver, LLC

Property Owner:
Mobile Area Water and Sewer System

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

Future Land Use:
Light Industry

Applicable Codes, Policies, and Plans:

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

Proposal:

- Modification of a previously approved Planning Approval.
- Modification of a previously approved Planned Unit Development.

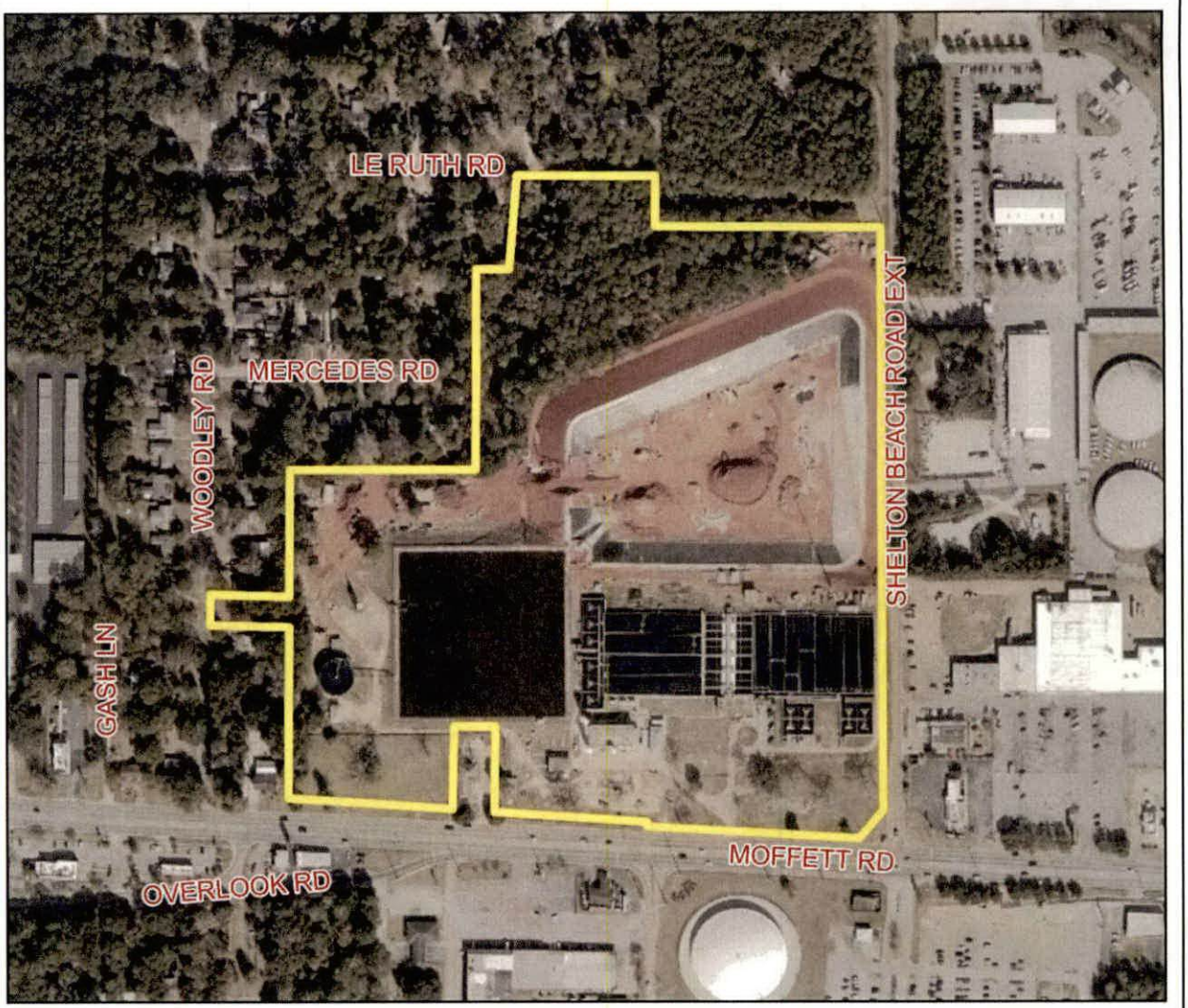
Considerations:

1. Modification of a previously approved Planning Approval with two (2) conditions.
2. Modification of a previously approved Planned Unit Development with two (2) conditions.

Report Contents: **Page**

Context Map 2
Holdover Comments 3
Holdover Considerations 3
Site History 4
Staff Comments 5
Commission Considerations 8
Exhibits 10

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 1 DATE February 19, 2026

APPLICANT The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)

REQUEST PA Modification, PUD Modification

N

NTS

HOLDOVER COMMENTS

The Planning Commission held over the request from the January 15 meeting to allow the applicant additional time to submit a revised site plan and an AutoCAD (.dwg) file meeting Planning and Zoning Department submittal standards. The revised site plan was required to depict all existing and proposed site improvements and include, at a minimum, lot area, building and structure footprints and square footage, zoning information, parking, traffic circulation, site frontage streets and rights-of-way, legal description or plat reference, graphic scale, north arrow, and required notes.

The applicant submitted a labeled aerial photograph showing the property boundary, proposed improvements, and traffic circulation. However, existing site improvements are not illustrated, and right-of-way information is provided only for Shelton Beach Road Extension and not for Moffett Road, Woodley Road, Mercedes Road, or Le Ruth Road. The total lot area and zoning district information are provided. A metes-and-bounds legal description is included and is acceptable, though a recorded plat reference may be substituted. A graphic scale, north arrow, and required notes have been provided.

GIS staff reviewed the submitted AutoCAD file and determined it is insufficient to detail all existing and proposed site improvements, consistent with deficiencies noted in the initial submittal.

Staff advised the applicant that the holdover was intended to allow submission of a complete, updated site plan reflecting the most recently approved plan with the proposed modifications. While the labeled aerial photograph is helpful for general orientation, it is not typically accepted for final approval.

Nevertheless, the Planning Commission may choose to approve the requests based on the information provided, subject to the subsequent submission of a complete site plan for both the Planning Approval and PUD modifications.

PLANNING APPROVAL / PLANNED UNIT DEVELOPMENT MODIFICATION HOLDOVER CONSIDERATIONS

Standards of Review:

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

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

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

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

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

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 Major Planning Approval and Planned Unit Development (PUD) Modification requests, the following conditions should apply:

1. Submission of a revised site plan, prior to the applications being forwarded to the City Council, depicting all existing and proposed site improvements, consistent with the previously approved Planning Approval and Planned Unit Development (PUD). At a minimum, the site plan shall include:
    - Total lot area in square feet and acres;
    - The footprint and square footage of all buildings, tanks, clarifiers, processing facilities, and structures;
    - Zoning district information;
    - Parking layout and total number of spaces;
    - Traffic circulation and access;
    - All streets along which the site has frontage, including existing rights-of-way;
    - The site's legal description or recorded plat reference;
    - A graphic scale and north arrow; and
    - All required notes, including a note stating that future development or redevelopment may require additional Planning Approval and/or PUD modifications, subject to review and approval by the Planning Commission and City Council; and
2. Submission of an AutoCAD (.dwg) file, prior to the applications being forwarded to the City Council, of the revised site plan meeting the Planning and Zoning Department's submittal standards.

SITE HISTORY

The site has operated as a water treatment facility since at least 1944, predating its annexation into the City of Mobile in 1956. Upon annexation, the property was assigned a single-family residential zoning classification, which it has retained through adoption of the current Unified Development Code (UDC).

In 1989, the property received Planning Approval to allow construction of an above-ground processing tank at the existing water treatment facility in the R-1, Single-Family Residential District.

At its November 2, 2009, meeting, the Board of Zoning Adjustment approved Use, Height, Side Street Side Yard Setback, and Tree Planting Variances to allow construction of a 153-foot-tall monopole telecommunications tower on a portion of the site. The tower was approved to be located 112 feet from the side street property line, with no required tree plantings, within the R-1 zoning district.

At its April 21, 2011, meeting, the Planning Commission approved Planning Approval, Planned Unit Development (PUD), and Rezoning requests to allow expansion of the existing water treatment facility within the R-1 zoning

district. The approvals permitted multiple buildings on a single building site with shared access and rezoned a portion of the property from B-2, Neighborhood Business District, to R-1, Single-Family Residential District to resolve a split-zoning condition. The Planning Approval and PUD were conditioned upon submission of a Subdivision application by October 2011, as the site consisted of a combination of metes-and-bounds parcels and legal lots of record. Rezoning approval was conditioned upon approval of the PUD.

The City Council approved the rezoning request at its June 7, 2011, meeting, and the Planning Commission approved a one-lot subdivision at its November 3, 2011, meeting. However, the subdivision plat was not recorded in the Mobile County Probate Court, and the approval subsequently expired.

Also at its November 3, 2011, meeting, the Planning Commission approved a Sidewalk Waiver request waiving the construction of sidewalks along Mercedes Road and Le Ruth Road.

At its February 18, 2021, meeting, the Planning Commission approved Subdivision, Planning Approval, and PUD requests for a one-lot subdivision and further expansion of the existing water treatment facility with multiple buildings on a single site. The site was subsequently developed in accordance with these approvals, and the subdivision plat was recorded in the Mobile County Probate Court as the *MAWSS Stickney Plant Subdivision*.

Most recently, at its May 20, 2021, meeting, the Planning Commission approved a Sidewalk Waiver request waiving the construction of sidewalks along Shelton Beach Road Extension and Moffett Road.

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

STAFF COMMENTS

Engineering Comments:

Planning Approval Modification (MOD-003571-2025)

No comments.

Planned Unit Development Modification (MOD-003580-2025)

ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land

and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.

5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

Driveway number, size, location, and design to be approved by ALDOT (where applicable) and 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 subject site is developed as an existing water treatment facility located within an R-1, Single-Family Residential Suburban District. The requests seek to modify a previously approved Planning Approval to allow further expansion of the water treatment facility within the R-1, Single-Family Residential Suburban District, and

to modify a previously approved Planned Unit Development (PUD) permitting multiple buildings on a single building site in order to allow construction of a new clarifier, pump station, and associated site improvements.

A comparison of recent aerial imagery with the Planning Approval and PUD site plans approved in 2021 indicates that the site is developed with an operations building; two (2) pump buildings; a chlorine building; a flow control building; a blower building; multiple settling and flocculator basins; an underground sludge handler; two (2) surface reservoirs; a thickener/clarifier tank; multiple chemical tanks; an emergency power generator building and a maintenance building approved by the Planning Commission in 2021; and a telecommunications tower approved by the Board of Zoning Adjustment in 2009.

The site plan submitted with the application depicts only the proposed improvements, which include a new circular clarifier tank, a pump station building, and a concrete splitter box for directing flow. The applicant indicates that the total area of new development is approximately 12,000 square feet, with the proposed pump station building replacing an existing maintenance building of less than 1,000 square feet. No additional parking appears to be required as a result of the proposed modifications, and two (2) existing parking spaces would be removed in conjunction with the demolition of the existing maintenance building, but staff cannot verify if parking for the overall development will remain compliant without a comprehensive site plan.

Planning Approvals and Planned Unit Developments are site-plan–specific. Therefore, if the requests are approved, a revised site plan depicting all existing and proposed site improvements must be submitted to the Planning and Zoning Department. The site plan should include the total lot area in both square feet and acres; the size of each building, tank, and processing facility; all streets along which the site has frontage with their respective rights-of-way; and all applicable site data, including zoning district information, parking, traffic circulation, and required notes. In addition, the plan should include the site's legal description or recorded plat reference, a graphic scale, and a north arrow, as well as compliance with any conditions of approval, if approved.

Commercial use of the property would typically require buffering where the site abuts residentially zoned property. However, previous Planning Approval and PUD approvals allowed the existing six-foot-tall chain-link security fence surrounding the site to remain. Additional approval to retain the chain-link fence may therefore be appropriate.

The proposed modifications do not necessitate submission of a photometric plan at this time. Any new site lighting, however, must comply with the illumination standards of Article 3, Section 64-3-9.C. of the Unified Development Code (UDC).

No dumpsters or dumpster pads are illustrated on the submitted site plan, and it is unclear from aerial imagery whether any currently exist on site. Any dumpster placed on the property must comply with the enclosure and placement standards of Article 3, Section 64-3-13.A.4. of the UDC and should be illustrated on revised Planning Approval and PUD site plans. Alternatively, a note state curbside waste removal is utilized should be placed on the revised site plans.

It is unclear whether the proposed improvements would require removal of any required trees. If tree removal is proposed, the applicant should coordinate with staff to ensure continued compliance with any applicable tree plans on file.

Signage is not depicted or described in the application materials. Any signage will require separate review and permitting through the Planning and Zoning Department. Illuminated signage must be installed by a licensed and bonded sign contractor and will require electrical permits from the Permitting Department.

The water treatment facility has been in operation since 1944, as documented in previous Planning Commission reviews, and the Commission has approved modifications to the PUD and Planning Approval over time. The proposed improvements represent a relatively minor modification to the site and its operations and are not anticipated to result in significant impacts to the surrounding neighborhood with respect to public health, safety, or welfare. As such, approval of the requested Planning Approval and PUD modifications may be appropriate.

Any future development or redevelopment of the site may require additional Planning Approval and PUD modifications, subject to review and approval by the Planning Commission and City Council. A note to this effect should be included on the Final Planning Approval and PUD Site Plans.

If approved, revised Modified Planning Approval and PUD Site Plans (hard copy and PDF) must be submitted to and approved by the Planning and Zoning Department prior to recordation in Probate Court, in accordance with Section 64-5-8.B.2(f) of the UDC.

PLANNING APPROVAL / PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

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

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

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

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

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

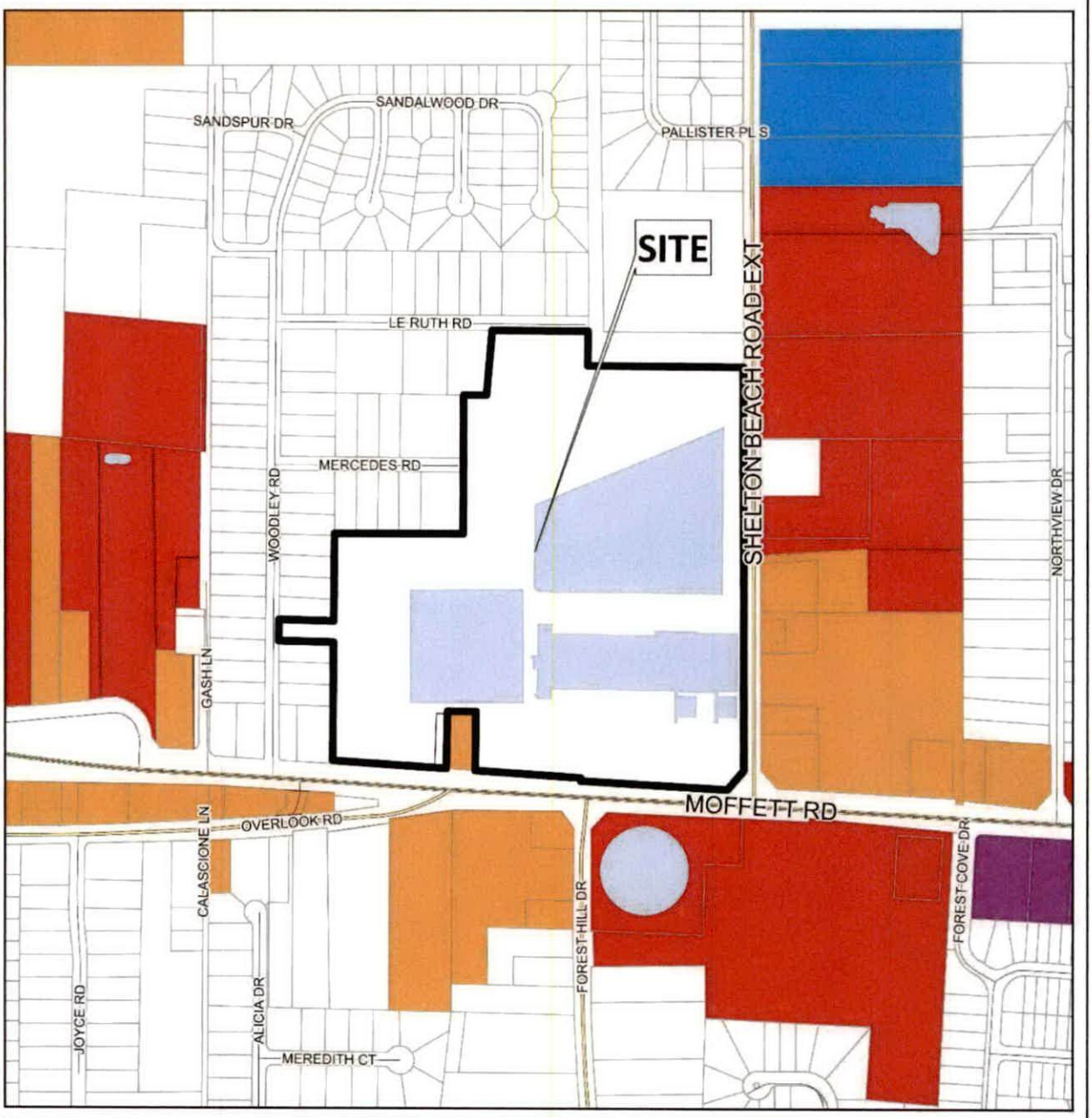
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

The Planning Commission should consider holding the request over to the February 19th meeting, with required revisions and any additional information submitted no later than February 6th to allow the applicant adequate time to address the following:

3. Submission of a revised site plan depicting all existing and proposed site improvements, consistent with the previously approved Planning Approval and Planned Unit Development (PUD). The site plan shall include, at a minimum:
    - Total lot area in square feet and acres;
    - The footprint and square footage of all buildings, tanks, clarifiers, processing facilities, and structures;
    - Zoning district information;
    - Parking layout and total number of spaces;
    - Traffic circulation and access;
    - All streets along which the site has frontage, including existing rights-of-way;
    - The site's legal description or recorded plat reference;
    - A graphic scale and north arrow; and
    - All required notes, including a note stating that future development or redevelopment may require additional Planning Approval and/or PUD modifications, subject to review and approval by the Planning Commission and City Council; and
4. Submission of an AutoCAD (.dwg) file of the revised site plan meeting the Planning and Zoning Department's submittal standards.

LOCATOR ZONING MAP



APPLICATION NUMBER 1 DATE February 19, 2026

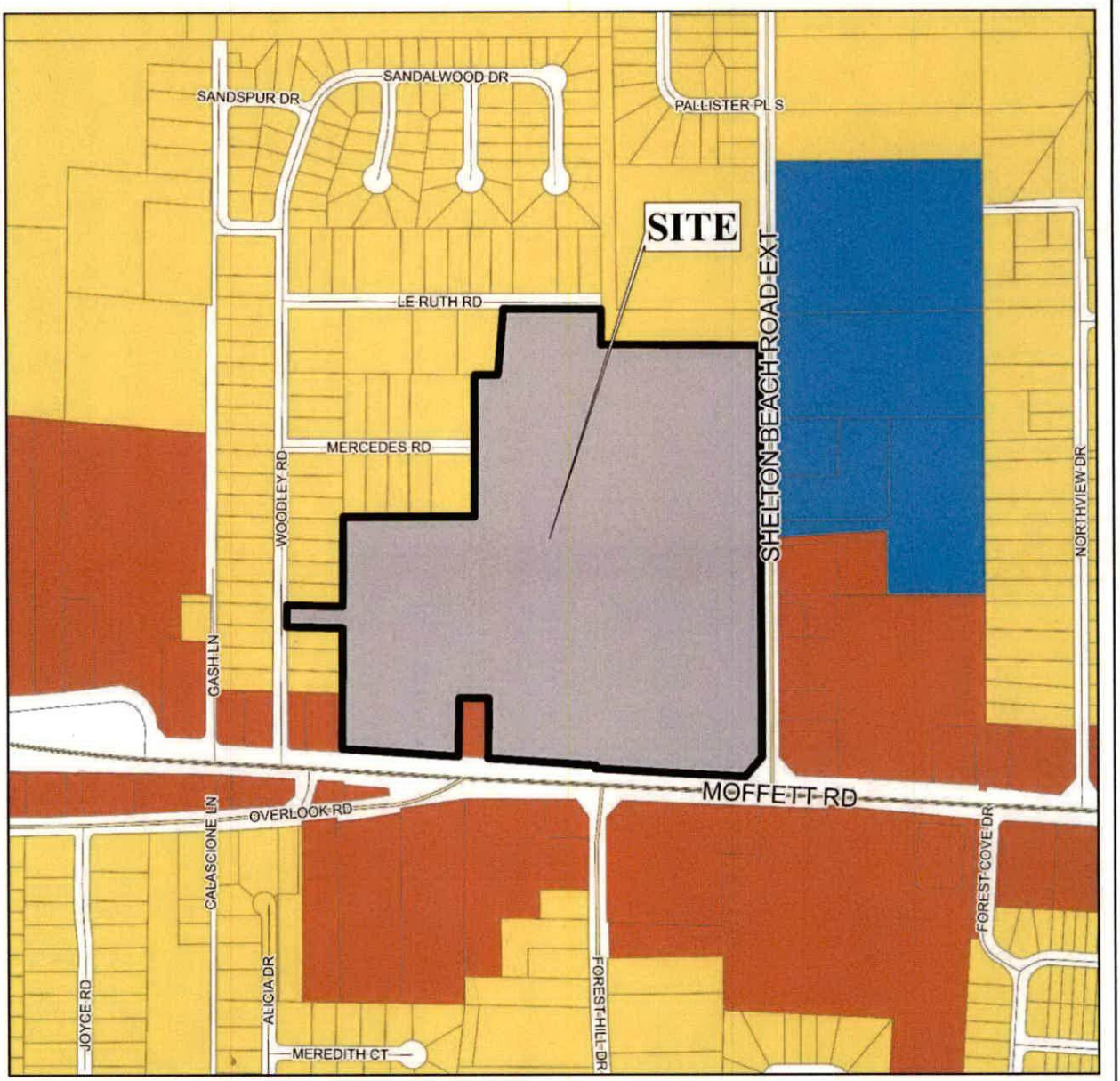
APPLICANT The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)

REQUEST PA Modification, PUD Modification

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 1 DATE February 19, 2026

APPLICANT The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)

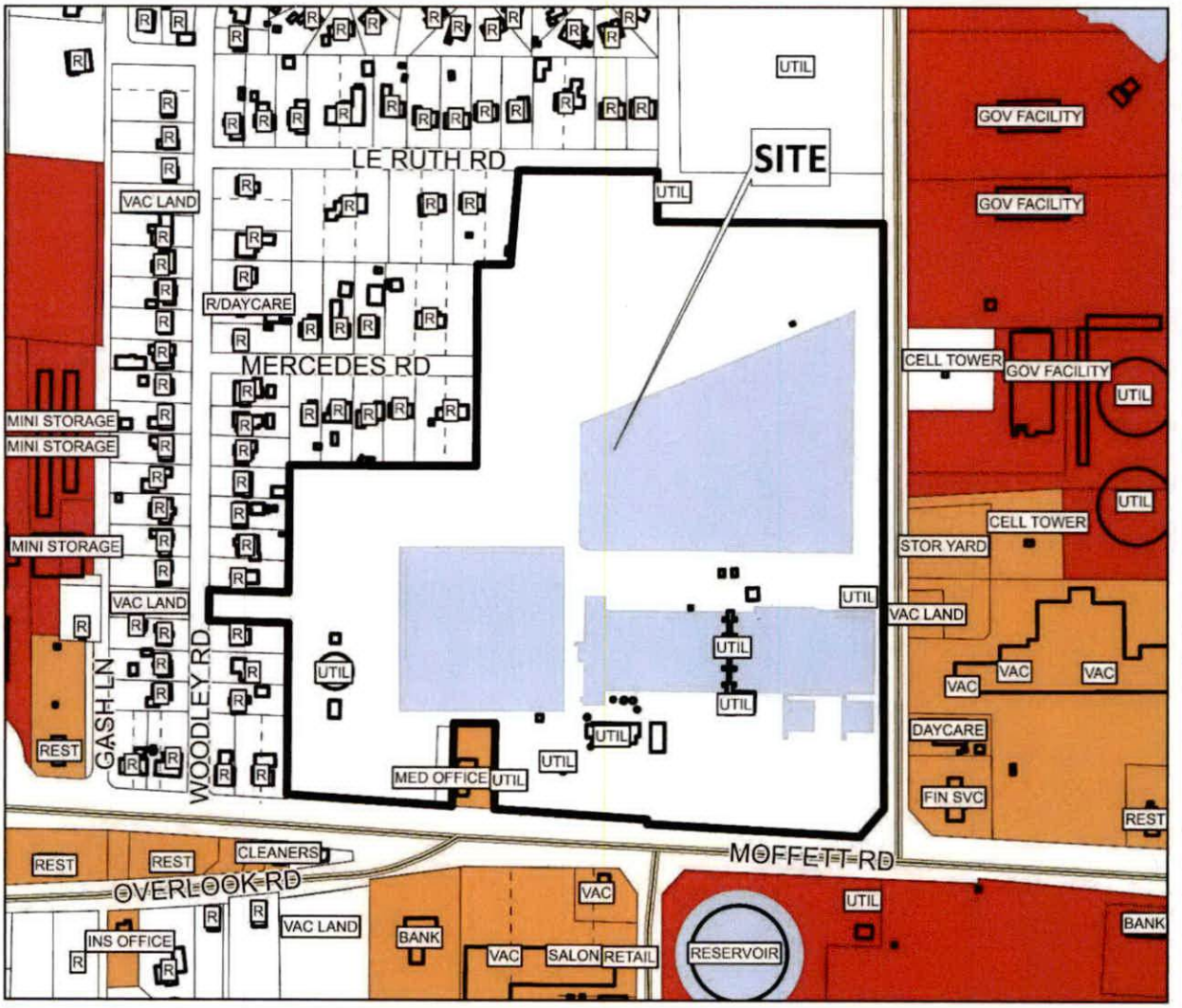
REQUEST PA Modification, PUD Modification

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 1 DATE February 19, 2026

APPLICANT The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)

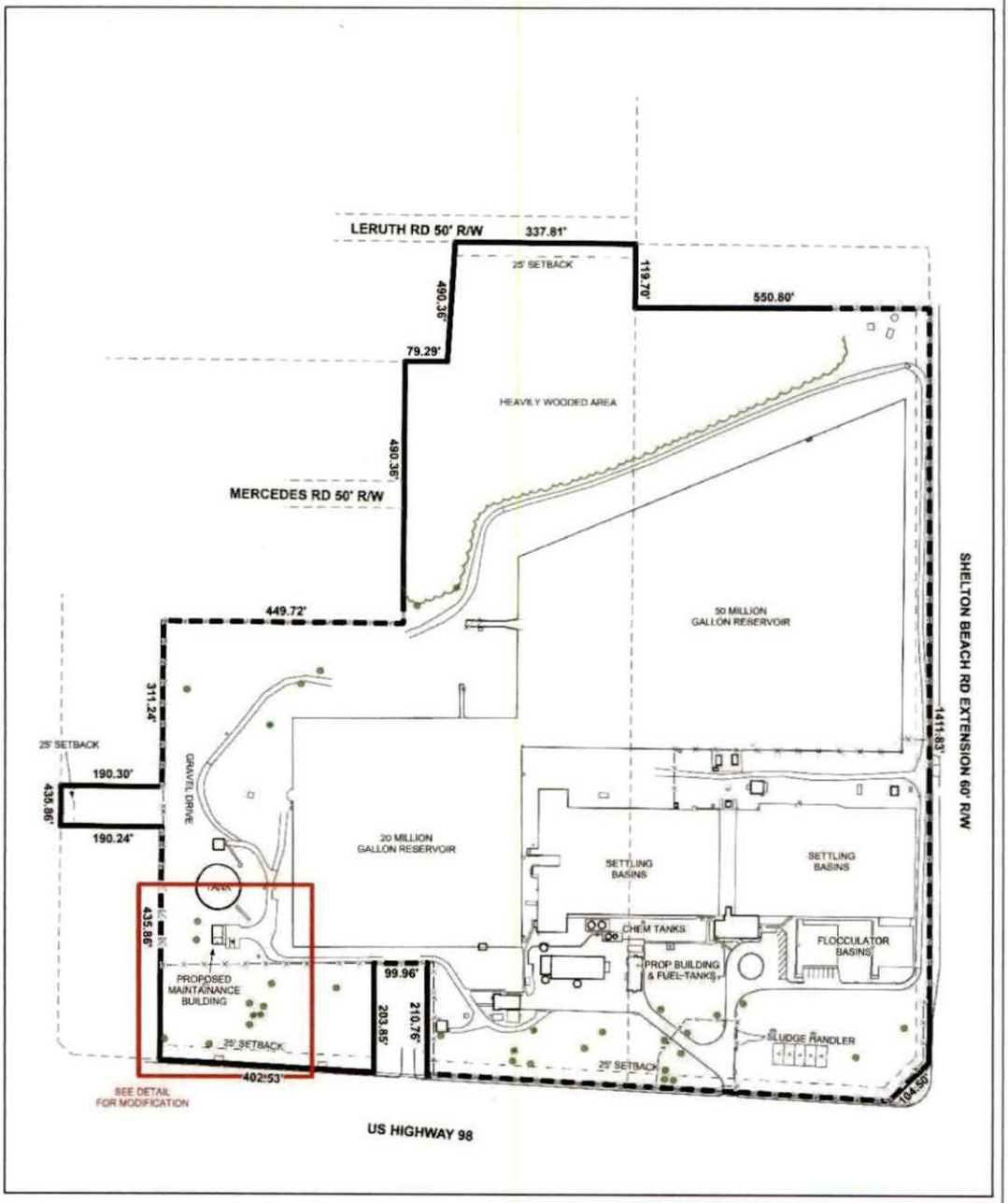
REQUEST PA Modification, PUD Modification

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

N

NTS

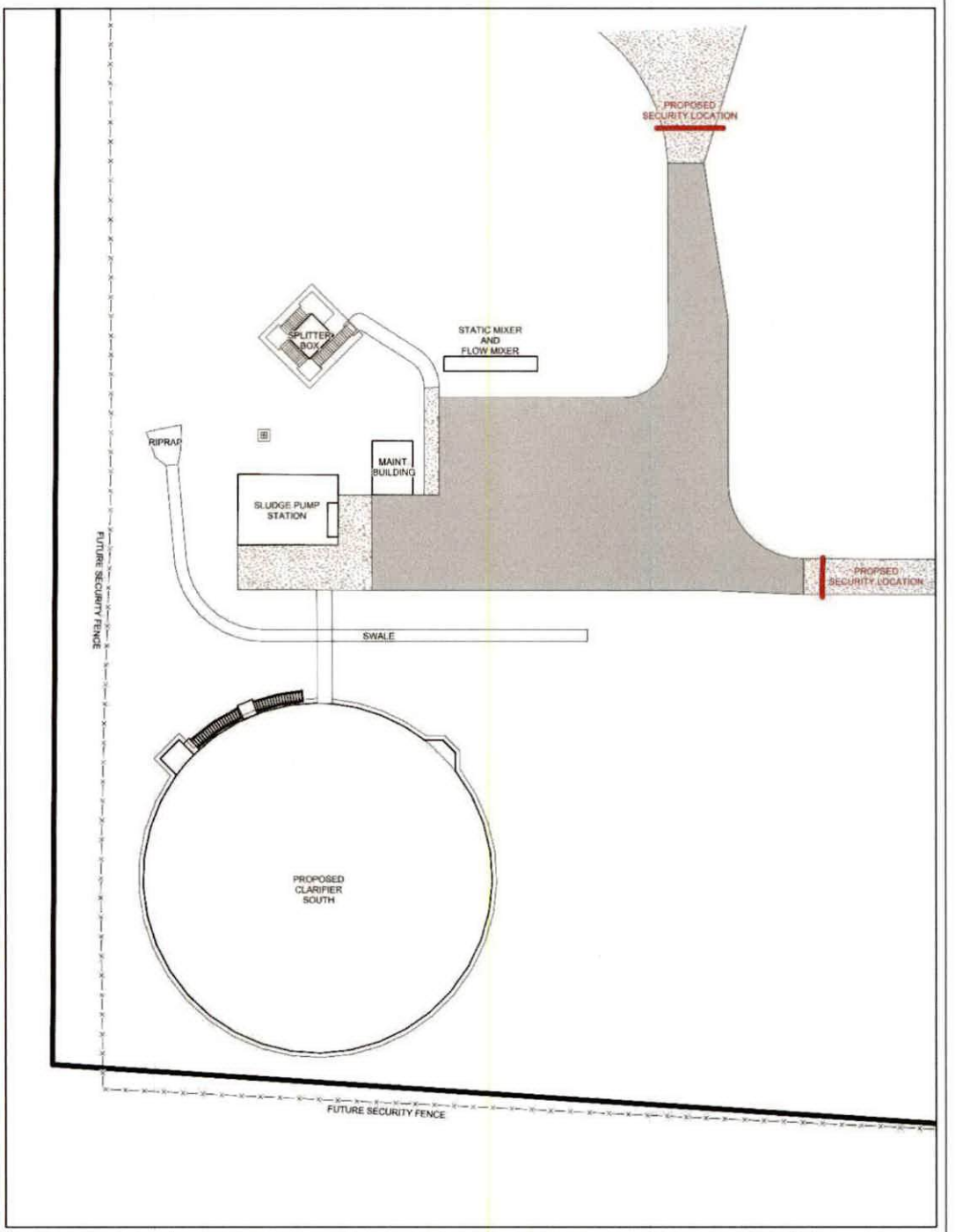
EXISTING SITE PLAN



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

APPLICATION NUMBER 1 DATE February 19, 2026	N
APPLICANT The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)	
REQUEST PA Modification, PUD Modification	NTS

MODIFICATION SITE PLAN



APPLICATION NUMBER	1	DATE	February 19, 2026
APPLICANT	The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)		
REQUEST	PA Modification, PUD Modification		

N

NTS

FUTURE LAND USE MAP CORRESPONDENCE TO ZONING

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

Each future land use designation on the FLUM will have at least one corresponding zoning district, allowing a more precise application of the FLUM based on specific local conditions. In most cases, there are multiple combinations or types of zoning techniques that can accomplish the future land use designation's objectives.

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

The designation of an area with a FLUM land use category does not mean that the most intense zoning district consistent with that category is "automatically" assigned to a property. Instead, an area retains its existing zoning category until it is changed through a landowner-initiated rezoning application, or a rezoning that follows an area plan. This is because the FLUM is a long-term designation, while a change in zoning considers current conditions – such as market demands, availability of infrastructure, or impacts on the immediate neighborhood.

Zoning correspondence matrix

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

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

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

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

	RESIDENTIAL - 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											

LIGHT INDUSTRY / BUSINESS CENTER (LI)

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

Development Intent

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

Land use mix

Primary Uses

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

Secondary Uses

- Commercial
- Civic
- Parks

Housing mix

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

Character Example









Planning Commission
January 15, 2026

Agenda Item # 11

MOD-003571-2025 & MOD-003580-2025

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

Applicant Materials for Consideration – Planning Approval Modification

Applicant Materials for Consideration – Planned Unit Development Modification

DETAILS

Location:
4800 Moffett Road

Applicant / Agent:
The Board of Water and Sewer Commissioners of the City of Mobile / Lindsay Tucker, Garver, LLC

Property Owner:
Mobile Area Water and Sewer System

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

Future Land Use:
Light Industry

Applicable Codes, Policies, and Plans:

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

Proposal:

- Modification of a previously approved Planning Approval.
- Modification of a previously approved Planned Unit Development.

Considerations:

1. Holdover.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 6
Exhibits 8

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 11 DATE January 15, 2026

APPLICANT The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)

REQUEST PA Modification, PUD Modification

N

NTS

SITE HISTORY

The site has operated as a water treatment facility since at least 1944, predating its annexation into the City of Mobile in 1956. Upon annexation, the property was assigned a single-family residential zoning classification, which it has retained through adoption of the current Unified Development Code (UDC).

In 1989, the property received Planning Approval to allow construction of an above-ground processing tank at the existing water treatment facility in the R-1, Single-Family Residential District.

At its November 2, 2009, meeting, the Board of Zoning Adjustment approved Use, Height, Side Street Side Yard Setback, and Tree Planting Variances to allow construction of a 153-foot-tall monopole telecommunications tower on a portion of the site. The tower was approved to be located 112 feet from the side street property line, with no required tree plantings, within the R-1 zoning district.

At its April 21, 2011, meeting, the Planning Commission approved Planning Approval, Planned Unit Development (PUD), and Rezoning requests to allow expansion of the existing water treatment facility within the R-1 zoning district. The approvals permitted multiple buildings on a single building site with shared access and rezoned a portion of the property from B-2, Neighborhood Business District, to R-1, Single-Family Residential District to resolve a split-zoning condition. The Planning Approval and PUD were conditioned upon submission of a Subdivision application by October 2011, as the site consisted of a combination of metes-and-bounds parcels and legal lots of record. Rezoning approval was conditioned upon approval of the PUD.

The City Council approved the rezoning request at its June 7, 2011, meeting, and the Planning Commission approved a one-lot subdivision at its November 3, 2011, meeting. However, the subdivision plat was not recorded in the Mobile County Probate Court, and the approval subsequently expired.

Also at its November 3, 2011, meeting, the Planning Commission approved a Sidewalk Waiver request waiving the construction of sidewalks along Mercedes Road and Le Ruth Road.

At its February 18, 2021, meeting, the Planning Commission approved Subdivision, Planning Approval, and PUD requests for a one-lot subdivision and further expansion of the existing water treatment facility with multiple buildings on a single site. The site was subsequently developed in accordance with these approvals, and the subdivision plat was recorded in the Mobile County Probate Court as the *MAWSS Stickney Plant Subdivision*.

Most recently, at its May 20, 2021, meeting, the Planning Commission approved a Sidewalk Waiver request waiving the construction of sidewalks along Shelton Beach Road Extension and Moffett Road.

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

STAFF COMMENTS

Engineering Comments:

Planning Approval Modification (MOD-003571-2025)

No comments.

Planned Unit Development Modification (MOD-003580-2025)

ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:

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

Traffic Engineering Comments:

Driveway number, size, location, and design to be approved by ALDOT (where applicable) and 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 subject site is developed as an existing water treatment facility located within an R-1, Single-Family Residential Suburban District. The requests seek to modify a previously approved Planning Approval to allow further expansion of the water treatment facility within the R-1, Single-Family Residential Suburban District, and to modify a previously approved Planned Unit Development (PUD) permitting multiple buildings on a single building site in order to allow construction of a new clarifier, pump station, and associated site improvements.

A comparison of recent aerial imagery with the Planning Approval and PUD site plans approved in 2021 indicates that the site is developed with an operations building; two (2) pump buildings; a chlorine building; a flow control building; a blower building; multiple settling and flocculator basins; an underground sludge handler; two (2) surface reservoirs; a thickener/clarifier tank; multiple chemical tanks; an emergency power generator building and a maintenance building approved by the Planning Commission in 2021; and a telecommunications tower approved by the Board of Zoning Adjustment in 2009.

The site plan submitted with the application depicts only the proposed improvements, which include a new circular clarifier tank, a pump station building, and a concrete splitter box for directing flow. The applicant indicates that the total area of new development is approximately 12,000 square feet, with the proposed pump station building replacing an existing maintenance building of less than 1,000 square feet. No additional parking appears to be required as a result of the proposed modifications, and two (2) existing parking spaces would be removed in conjunction with the demolition of the existing maintenance building, but staff cannot verify if parking for the overall development will remain compliant without a comprehensive site plan.

Planning Approvals and Planned Unit Developments are site-plan–specific. Therefore, if the requests are approved, a revised site plan depicting all existing and proposed site improvements must be submitted to the Planning and Zoning Department. The site plan should include the total lot area in both square feet and acres; the size of each building, tank, and processing facility; all streets along which the site has frontage with their respective rights-of-way; and all applicable site data, including zoning district information, parking, traffic circulation, and required notes. In addition, the plan should include the site's legal description or recorded plat reference, a graphic scale, and a north arrow, as well as compliance with any conditions of approval, if approved.

Commercial use of the property would typically require buffering where the site abuts residentially zoned property. However, previous Planning Approval and PUD approvals allowed the existing six-foot-tall chain-link security fence surrounding the site to remain. Additional approval to retain the chain-link fence may therefore be appropriate.

The proposed modifications do not necessitate submission of a photometric plan at this time. Any new site lighting, however, must comply with the illumination standards of Article 3, Section 64-3-9.C. of the Unified Development Code (UDC).

No dumpsters or dumpster pads are illustrated on the submitted site plan, and it is unclear from aerial imagery whether any currently exist on site. Any dumpster placed on the property must comply with the enclosure and placement standards of Article 3, Section 64-3-13.A.4. of the UDC and should be illustrated on revised Planning Approval and PUD site plans. Alternatively, a note state curbside waste removal is utilized should be placed on the revised site plans.

It is unclear whether the proposed improvements would require removal of any required trees. If tree removal is proposed, the applicant should coordinate with staff to ensure continued compliance with any applicable tree plans on file.

Signage is not depicted or described in the application materials. Any signage will require separate review and permitting through the Planning and Zoning Department. Illuminated signage must be installed by a licensed and bonded sign contractor and will require electrical permits from the Permitting Department.

The water treatment facility has been in operation since 1944, as documented in previous Planning Commission reviews, and the Commission has approved modifications to the PUD and Planning Approval over time. The proposed improvements represent a relatively minor modification to the site and its operations and are not anticipated to result in significant impacts to the surrounding neighborhood with respect to public health, safety, or welfare. As such, approval of the requested Planning Approval and PUD modifications may be appropriate.

Any future development or redevelopment of the site may require additional Planning Approval and PUD modifications, subject to review and approval by the Planning Commission and City Council. A note to this effect should be included on the Final Planning Approval and PUD Site Plans.

If approved, revised Modified Planning Approval and PUD Site Plans (hard copy and PDF) must be submitted to and approved by the Planning and Zoning Department prior to recordation in Probate Court, in accordance with Section 64-5-8.B.2(f) of the UDC.

PLANNING APPROVAL / PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

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

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

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

    a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting,

hours of operation or any other conditions that mitigate the impacts of the proposed development; and

b. Includes adequate public facilities and utilities;

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

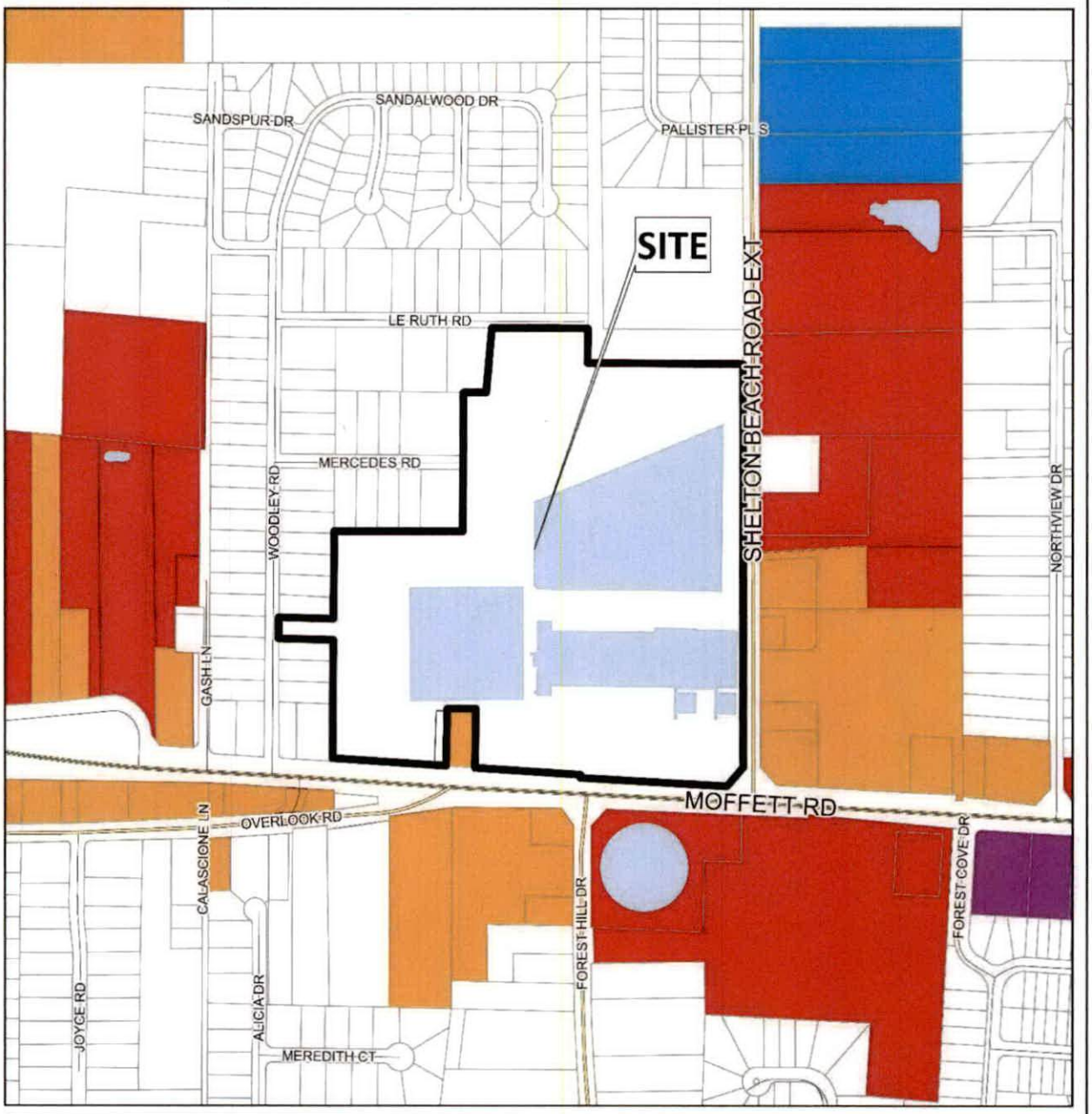
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

The Planning Commission should consider holding the request over to the February 19th meeting, with required revisions and any additional information submitted no later than February 6th to allow the applicant adequate time to address the following:

1. Submission of a revised site plan depicting all existing and proposed site improvements, consistent with the previously approved Planning Approval and Planned Unit Development (PUD). The site plan shall include, at a minimum:
   - Total lot area in square feet and acres;
   - The footprint and square footage of all buildings, tanks, clarifiers, processing facilities, and structures;
   - Zoning district information;
   - Parking layout and total number of spaces;
   - Traffic circulation and access;
   - All streets along which the site has frontage, including existing rights-of-way;
   - The site's legal description or recorded plat reference;
   - A graphic scale and north arrow; and
   - All required notes, including a note stating that future development or redevelopment may require additional Planning Approval and/or PUD modifications, subject to review and approval by the Planning Commission and City Council; and
2. Submission of an AutoCAD (.dwg) file of the revised site plan meeting the Planning and Zoning Department's submittal standards.

LOCATOR ZONING MAP



APPLICATION NUMBER 11 DATE January 15, 2026

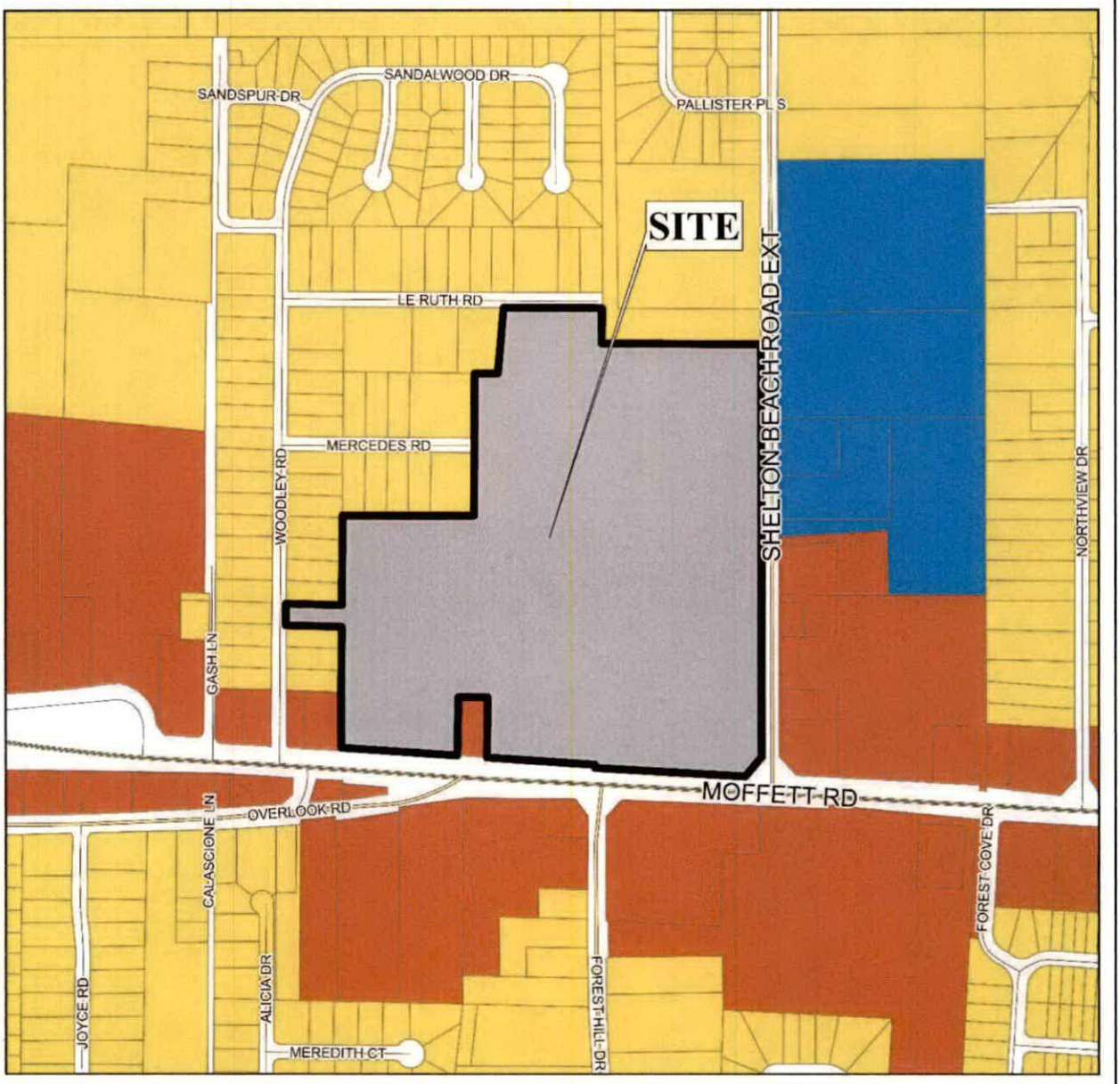
APPLICANT The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)

REQUEST PA Modification, PUD Modification

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 11 DATE January 15, 2026

APPLICANT The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)

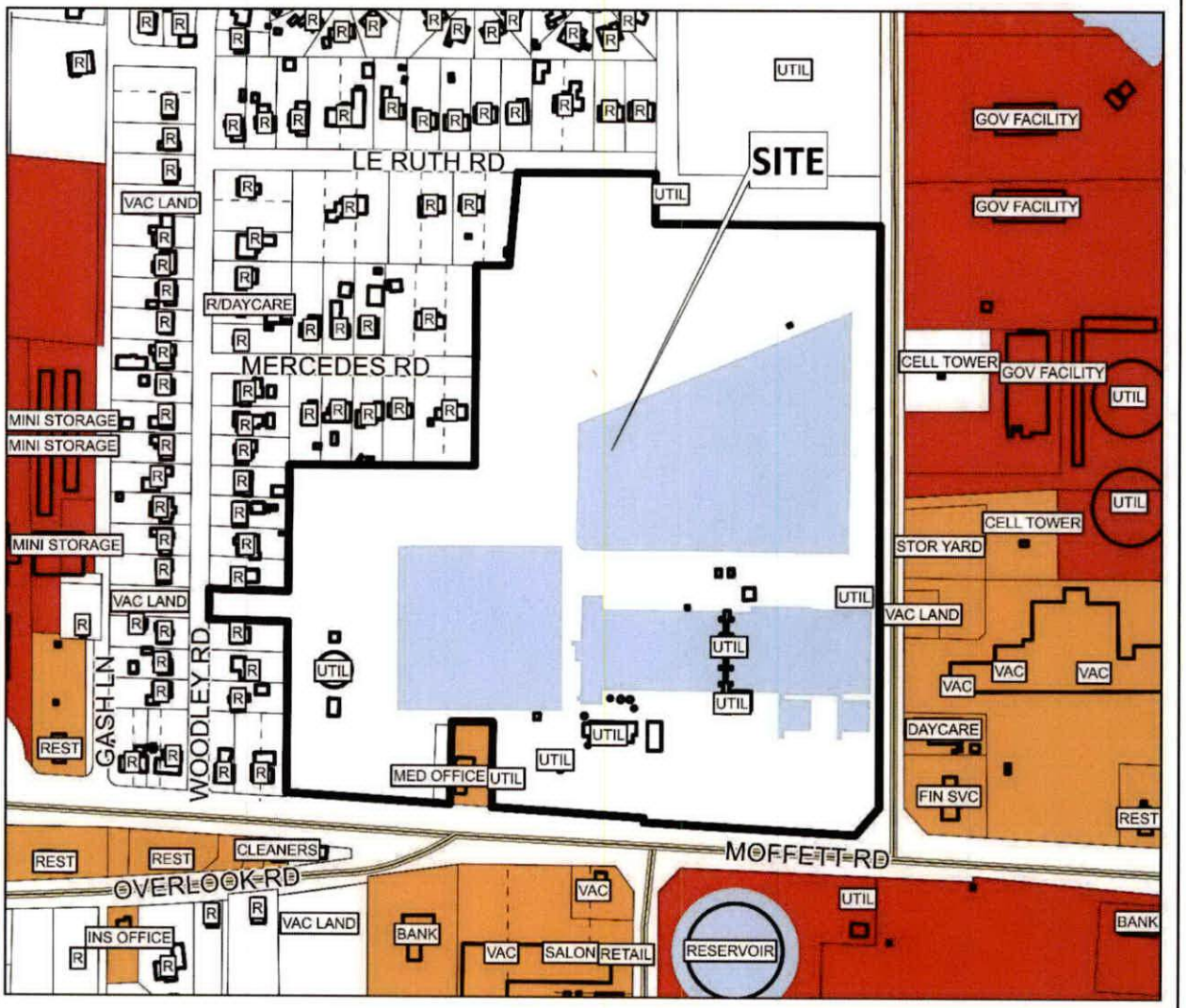
REQUEST PA Modification, PUD Modification

- 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 commercial and residential units.

APPLICATION NUMBER 11 DATE January 15, 2026

APPLICANT The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)

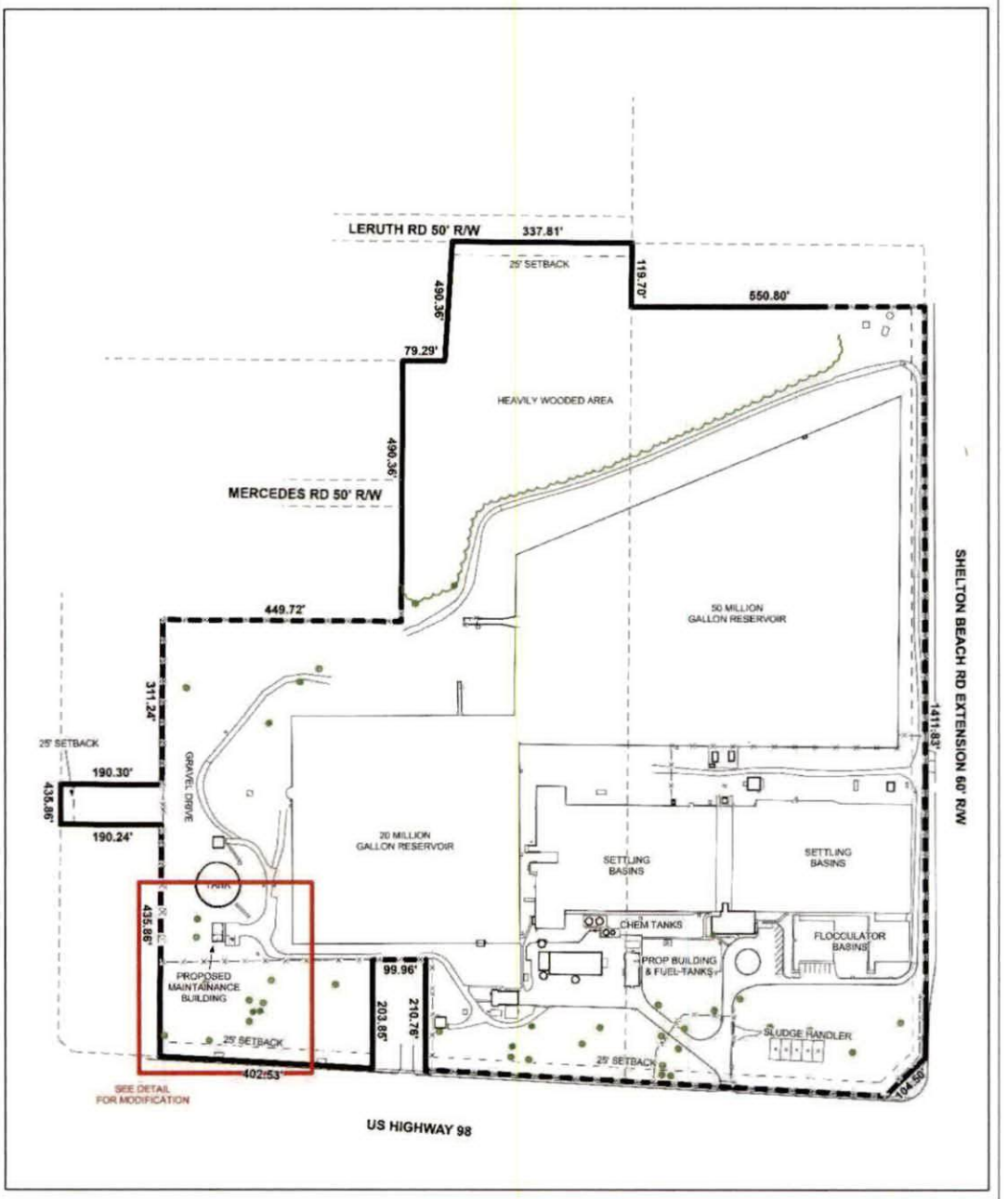
REQUEST PA Modification, PUD Modification

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

N

NTS

EXISTING SITE PLAN



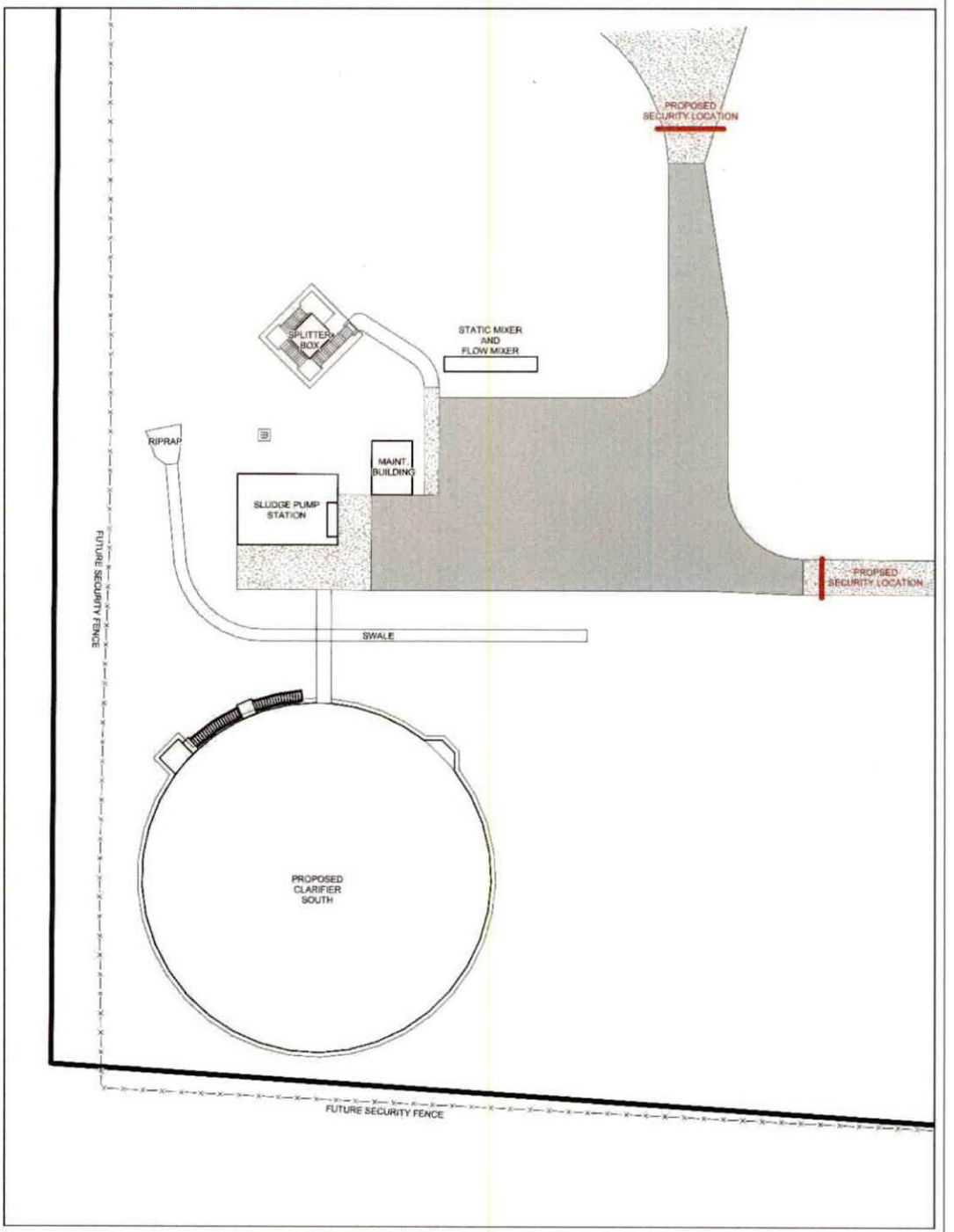
The site plan illustrates existing buildings, drives, landscaping, and setbacks.

APPLICATION NUMBER	11	DATE	January 15, 2026
APPLICANT	The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)		
REQUEST	PA Modification, PUD Modification		

N

NTS

MODIFICATION SITE PLAN



APPLICATION NUMBER	11	DATE	January 15, 2026
APPLICANT	The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)		
REQUEST	PA Modification, PUD Modification		

N

NTS

FUTURE LAND USE MAP CORRESPONDENCE TO ZONING

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

Each future land use designation on the FLUM will have at least one corresponding zoning district, allowing a more precise application of the FLUM based on specific local conditions. In most cases, there are multiple combinations or types of zoning techniques that can accomplish the future land use designation's objectives.

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

The designation of an area with a FLUM land use category does not mean that the most intense zoning district consistent with that category is "automatically" assigned to a property. Instead, an area retains its existing zoning category until it is changed through a landowner-initiated rezoning application, or a rezoning that follows an area plan. This is because the FLUM is a long-term designation, while a change in zoning considers current conditions – such as market demands, availability of infrastructure, or impacts on the immediate neighborhood.

Zoning correspondence matrix

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

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

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

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

	RESIDENTIAL - 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										

LIGHT INDUSTRY / BUSINESS CENTER (LI)

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

Development Intent

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

Land use mix

Primary Uses

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

Secondary Uses

- Commercial
- Civic
- Parks

Housing mix

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

Character Example







