AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, June 9, 2026, 10:30 AM

1. **CALL TO ORDER**

2. **INVOCATION**

   Fr. Dan Good, Public Safety Chaplain

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

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

6. **APPROVAL OF MINUTES**

   May 26 and June 2, 2026

7. **COMMUNICATIONS FROM THE MAYOR**

8. **ADOPTION OF THE AGENDA**

9. **APPEALS**

   Request of Devon McKibben for a waiver of the Noise Ordinance at Public Safety Memorial Park on July 11, 2026, from 7:00 p.m. - 10:00 p.m. (District 2).

Request of Caroline Gratton for a waiver of the Noise Ordinance at 610 St. Anthony Street on September 12, 2026, from 10:00 a.m. - 4:00 p.m. (District 2).

Request of Hispanic American Business Association for a waiver of the Noise Ordinance at Mardi Gras Park on October 10, 2026, from 2:00 p.m. - 10:00 p.m. (District 2).

Request of Loretta Douglas for a waiver of the Noise Ordinance at 1250 Alba Street on July 4, 2026, from 2:00 p.m. - 10:00 p.m. (District 3).

10. PUBLIC HEARINGS

Public hearing to consider the rezoning of property located at the east side of Tacon Street, north of Cameron Street from R-1 to B-3 (District 1).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Kalenski Adams - provide update on the progress of Opportunity 4 Entertainers and its various programs.

Margaret Nichols - request Window Depot/All Weather Roofing's business license be revoked due to deception and fraud.

Barbara Kibler McCleskey - request investigation into revoking Window Depot/All Weather Roofing's business license.

Dakota Bilbrey - express concerns about Window Depot/All Weather Roofing and request an investigation into their business license.

Estella Trotter - eliminating deceptive practice of City officials stating their only jurisdiction with the MHB is for the Mayor to appoint MHB commissioners.

Dale Hall - concerns about MPD assisting ICE enforcement in Mobile.

Reggie Hill - finance reporting/budget practices, Municipal Enforcement, oversight responsibilities, Chapter 46 of the City Code, and necessity for various investigations.

12. ORDINANCES HELD OVER

11-024 Amend Chapter 11, Article II, Section 11, of the Mobile City Code to include a subsection titled "Alabama Construction Trade Academy Fund Fees" (sponsored by Councilmembers Penn, Reynolds, and Woods) (submitted by Jonathan Maples, City

Council Attorney).

64-025 Amend Appendix A, Downtown Development District, of the City of Mobile Unified Development Code, Chapter 64 (sponsored by Councilmember Ingram).

13. CONSENT RESOLUTIONS HELD OVER

03-512 Accept resignations of "Former Board Members" and appoint Clinton Mitchell, Thomas Cormier, and Michael Albanese to the Improvement District of the City of Mobile - McGowin Park Project (sponsored by City Council) (submitted by Lisa C. Lambert, City Clerk).

14. RESOLUTIONS HELD OVER

01-600 Authorize Agreement with Knight Sign Industries, Inc. for Phase I Wayfinding Signage; $120,605.00 (sponsored by Mayor Cheriogotis) (submitted by Jennifer White, Traffic Eng.).

08-608 Approve purchase order to Sansom Equipment Co., Inc. for 2 trash trailers for Trash Dept.; $98,800.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-609 Approve purchase order to State of Alabama - Alabama Correctional Industries for beds, tables, and paper sorter furniture for MFRD; $60,893.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-610 Approve purchase order to Sunbelt Fire, Inc. for fire bunker coats, pants, helmets, and boots for MFRD; $137,052.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

21-612 Authorize Contract with Whitsett Mathison to provide tennis lessons for Parks Dept.; NTE $80,000.00 per year (sponsored by Mayor Cheriogotis) (submitted by Shonnda Smith, Parks and Rec. Dept.).

15. ORDINANCES BEING INTRODUCED

64-026 Consider the rezoning of property located at the east side of Tacon Street, north of Cameron Street from R-1 to B-3 (sponsored by Councilmember Penn).

16. CONSENT RESOLUTIONS BEING INTRODUCED

03-614 Appoint Stephen Howle, Cart Blackwell, Jennifer Roselius, Cameron Pfeiffer-

Traylor, Karrie Maurin, Abby Davis, and Steve Stone to the Architectural Review Board (sponsored by Mayor Cheriogotis) (submitted by Marion McElroy, Build Mobile).

31-615 Authorize the Mayor to apply, accept, and receive a grant from Bloomberg Center for Public Innovation at Johns Hopkins University Love Your Block grant program; $270,000.00 (no local match) (sponsored by Mayor Cheriogotis) (submitted by Jennifer Greene, Program & Project Mgmt., and Shonnda Smith, Public Works).

37-616 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) License to Wawa #5806; 5133 Cottage Hill Road (sponsored by Councilmember Reynolds).

60-617 Approve award of special bonus to the Traffic Engineering Employee of the Month; Rahman (sponsored by Mayor Cheriogotis) (submitted by Nick Amberger, Infrastructure & Eng., and Shonnda Smith, Public Works).

60-618 Approve award of special bonus to the Officer of the Month; Rowell (sponsored by Mayor Cheriogotis) (submitted by Chief William Jackson, MPD).

03-646 Appoint Quin Hillyer to the Mobile Tree Commission (sponsored by Councilmember Fleming).

17. CIP RESOLUTIONS BEING INTRODUCED

08-619 Approve purchase order to South Alabama Electric Co., Inc. for lighting system replacement for Washington Square Park fountain; $23,250.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

09-620 Transfer funds from Capital Improvement Reserve to Capital Project Cruise Terminal—Equipment & Miscellaneous for required bollard maintenance; $25,000.00 (sponsored by Mayor Cheriogotis) (submitted by Joseph Snowden, Admin. Services Dept.).

18. RESOLUTIONS BEING INTRODUCED

01-621 Authorize Service Contract Agreement with Professional Fire Protection Services, LLC for inspection, service, and maintenance of various fire extinguishers throughout the City; $66,717.00 (sponsored by Mayor Cheriogotis) (submitted by Carleen Stout-Clark, REAM Dept.).

08-622 Approve purchase order to Alabama Pipe & Supply, Inc. for concrete traffic

barriers for Public Services; $31,250.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-623 Approve purchase order to B&H Photo & Video for drone packages for Gulf Coast Technology Center; $34,429.12 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-624 Approve purchase order to Communications International, Inc. for portable radios with accessories for Events Dept.; $26,351.88 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-625 Approve purchase order to H F Glaude Construction for storm drainage vegetation and debris removal, Fallow Rd. to 4407 Birchwood Dr., E.; $15,697.55 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-626 Approve purchase order to Prime Professional Concrete Pumping & Finishing, LLC for storm drainage vegetation and debris removal, Lois Dr. to Airview Dr.; $20,400.00 (sponsored by Mayor Cheriogotis) (submtted by John Paine, Purchasing Dept.).

08-627 Approve purchase order to Thomas A. Galloway for storm drainage vegetation and debris removal, Martinwood Ln. to Bayfront Rd.; $29,875.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-628 Approve purchase order to Inline, LLC for repairs to damaged manhole on Water Street; $18,759.48 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-629 Approve purchase order to North American Fire Equipment Co., Inc. for various sized fire hoses for MFRD; $23,056.00 (sponsored by Mayor Cheriogotis) (submited by John Paine, Purchasing Dept.).

08-630 Approve purchase order to Sansom Equipment Co., Inc. for vacuum sewer cleaner truck for Stormwater Dept.; $515,174.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-631 Approve purchase order to Vertiv Corporation for annual renewal of maintenance services for power supply and cooling systems for MIT; $19,434.78 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-632 Approve purchase order to Vertiv Corporation for annual renewal of maintenance services for power supply and cooling systems for MIT; $20,218.43

(sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-633 Approve purchase order to Vulcan Construction Materials, LP for limestone base for Traffic Engineering; $31,000.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept).

09-634 Re-allocate funds from CIP Carlisle Ditch Drainage Repairs to N. McGregor Reconstruction Roundabout to Springhill Ave; $220,000.00 (sponsored by Mayor Cheriogotis) (submitted by John Forrester, Engineering Dept.).

09-635 Re-allocate funds from CIP District 5 Contingency to N. McGregor Reconstruction Roundabout to Springhill Ave; $106,000.00 (sponsored by Mayor Cheriogotis) (Submitted by John Forrester Engineering Dept.).

09-636 Re-allocate funds from CIP District 7 Contingency to N. McGregor Reconstruction Roundabout to Springhill Ave; $45,235.44 (sponsored by Mayor Cheriogotis) (submitted by John Forrester, Engineering Dept.).

13-637 Authorize change order No. 1 with Volkert, Inc. for Downtown Street Optimization, resurfacing & restriping; $360,188.17 increase (sponsored by Mayor Cheriogotis) (submitted by John Forrester, Engineering Dept.).

21-638 Authorize Contract with Christopher Ratledge for racquet stringer services for Parks and Recreation Dept.; NTE $80,000.00 per year (sponsored by Mayor Cheriogotis) (submitted by Shonnda Smith, Parks & Rec. Dept.).

21-639 Authorize contract with Stearns, Conrad, and Schmidt Consulting Engineers for CHaRM feasibility study for hard recyclable materials; $35,500.00 (sponsored by Mayor Cheriogotis) (submitted by Lance Slater, Resilience Dept.).

21-640 Authorize Contract with T-Mobile USA, Inc. for wireless cellular services (sponsored by Mayor Cheriogotis) (submitted by Scott Kearney, MIT).

31-641 Authorize the Mayor to apply, accept, and receive a grant from the Federal Emergency Management Agency FY25 Assistance to Firefighters grant program; $1,121,767.00 ($112,176.00 match) (sponsored by Mayor Cheriogotis) (submitted by Jennifer Greene, Program & Project Mgmt. and Chief Glisson, MFRD).

19. CALL FOR PUBLIC HEARINGS

41-642 Call for public hearing for the proposed denial of the rezoning request for property located at 5101 Moffett Road from B-2 to B-3 (scheduled for July 14, 2026)

(District 7).

41-643 Call for public hearing to consider the proposed rezoning for property located at 2609 and 2651 Spring Hill Avenue, 152, 157, and 159 Mobile Street, and 144 Hyland Avenue from R-1 and B-3 to B-1 (scheduled for July 14, 2026) (District 1).

41-644 Call for public hearing to consider the rezoning of property located at 4630, 4700, and 4960 Dauphin Island Parkway from B-3 to B-3 to remove a previous condition of the rezoning (scheduled for July 14, 2026) (District 3).

41-645 Call for public hearing to consider the rezoning of property located at 5361 Moffett Road from R-1 to B-3 (scheduled for July 14, 2026) (District 7).

20. ANNOUNCEMENTS

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 the East side of Tacon Street, 267'± North of Cameron Street

Pursuant to Resolution of the Mobile, Alabama City Council adopted May 5, 2026, a public hearing will be held on the 9th day of June, 2026, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at the East side of Tacon Street, 267'± North of Cameron Street from R-1, Single-Family Residential District, to B-3, Community Business Urban 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 71, TACON PLACE AS RECORDED IN DEED BOOK 116 PAGE 242, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from Single-Family Residential Urban District (R-1), to Community Business Urban District (B-3), 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-3, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in an B-3, until all of the condition set forth below has been complied with: 1. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below 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 9th day of June, 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 13th day of May, 2026 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at the **East Side of Tacon Street, 267 ±' North of Cameron Street.**

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

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

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

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

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

LOT 71, TACON PLACE AS RECORDED IN DEED BOOK 116 PAGE 242, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed **from Single-Family Residential Urban District (R-1), to Community Business Urban District (B-3),** 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-3**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in an **B-3,** until all of the condition set forth below has been complied with: 1. Full compliance with all municipal codes and ordinances.

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

Adopted:

Lisa Lambert, City Clerk

Christopher J. Hughes
East Side of Tacon Street, 267 ±' North of Cameron Street
Council District 1
Cory Penn

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

April 23, 2026
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **April 16, 2026**, considered the request of **Christopher J. Hughes,** for a change in zoning from **Single-Family Residential Urban District (R-1), to Community Business Urban District (B-3),** for the property located at the **East Side of Tacon Street, 267 ±' North of Cameron Street**.

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

Copies of the application and report are attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

April 17, 2026

Byrd Surveying
2609 Halls Mill Road
Mobile, Alabama 36606

Re: East Side of Tacon Street, 267±' North of Cameron Street
ZON-UDC-003666-2026
Christopher J. Hughes
District 1
Rezoning from Single-Family Residential Urban District (R-1) to Community Business Urban District (B-3)

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

At its meeting on April 16, 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-3, Community Business Urban District**:

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

As such, the Planning Commission voted to recommend approval of Rezoning the property to **B-3, Community Business Urban District**, to the City Council, subject to the following condition:

1. Full compliance with all municipal codes and ordinances.

The advertising fee for this application based on the current legal description is **$270.18**. 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.

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

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

	Applicant	Agent (If Applicable)
Address:	2609 HALLS MILL ROAD	
Email:	[redacted]	
Phone:		
Email:		
Name:	BYRD SURVEYING	

[redacted]

	Owner	Design Professional
Name:	CHRISTOPHER J. HUGHES	
Firm:		
Phone:	[redacted]	
Email:		
Address:		

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

64 TACON STREET — Property Address

7798 SF — Property Area (acres or square feet)

KEY #00772051 — Parcel Number(s) or Key Number(s)

R-1 URBAN — Present Zoning or Transect District

B-3 URBAN — 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.

Christopher J. Hughes — Owner Signature

03/10/2026 — Date

Kori P. G — Applicant or Agent Signature (if applicable)

3/10/2026 — 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.

Kori P. G — Applicant or Agent Signature

3/10/2026 — Date

[redacted]

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

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A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   THE PROPOSAL IS FOR THE OWNERS PRIVATE USE AS A STORAGE BUILDING FOR HIS BOAT, UTILITY TRAILER, ALL-TERRAIN VEHICLE, ETC. THIS IS THE SAME AS A GARAGE OR STORAGE BUILDING IN THE REAR YARD OF ANY RESIDENCE.

   NEIGHBORHOOD CENTER-TRAD. — Future Land Use Map (FLUM) Designation

   B-3 URBAN — 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.
   THERE WILL BE NEW CONSTRUCTION IN THE AREA AND OCCASIONAL USE OF BUILDING THAT WILL PROMOTE A MORE SAFE NEIGHBORHOOD.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.
   THIS AREA HAS CHANGED FROM R-1 TO B-2 AND B-3 CLASSIFICATION. SOME PROPERTIES ARE ZONED R-1 BUT ARE USED FOR BUSINESS.

[redacted]

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.
   PARCEL AT 2660 OLD SHELL ROAD HAS PLANS TO CONSTRUCT A RESTAURANT.
   PARCEL AT 2657 OLD SHELL ROAD IS A CONVERTED RADIATOR SHOP TO REALTOR OFFICE.

2. Describe the surrounding land uses.
   50' NORTH IS STORAGE YARD FOR AUTO REPAIR; WEST SIDE OF TACON STREET ARE RESIDENCES, PARKING LOT FOR UMS-WRIGHT SCHOOL, AND OFFICE BUILDINGS; SOUTH OF SITE ARE RESIDENCES AND CONTRACTOR'S OFFICE; EAST SIDE IS STORAGE BUILDING AND AREA FOR A MACHINE SHOP.

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.
   NO ADVERSE IMPACTS ARE ANTICIPATED.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.
   THERE IS ADEQUATE INFRASTRUCTURE FOR THE DEVELOPMENT.

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 USE OF THE NEW BUILDING WILL NOT GENERATE ANY EXCESSIVE NOISE.

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

N/A

[redacted]

City of Mobile • Planning & Zoning

Owner's Letter of Authorization

I, CHRISTOPHER J. HUGHES, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at 64 TACON STREET.

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

BYRD SURVEYING
Designee (1)

[redacted]

Phone Number

Christopher J. Hughes
Signature of Property Owner

Designee (2)

Email

Phone Number

03/10/2026
Date

[redacted]

2022

CHECKLIST B
Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

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

---

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   THE PROPOSAL IS FOR THE OWNERS PRIVATE USE AS A STORAGE BUILDING FOR HIS BOAT, UTILITY TRAILER, ALL-TERRAIN VEHICLE, ETC. THIS IS THE SAME AS A GARAGE OR STORAGE BUILDING IN THE REAR YARD OF ANY RESIDENCE.

   NEIGHBORHOOD CENTER-TRAD. — Future Land Use Map (FLUM) Designation

   B-3 URBAN — 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.
   THERE WILL BE NEW CONSTRUCTION IN THE AREA AND OCCASIONAL USE OF BUILDING THAT WILL PROMOTE A MORE SAFE NEIGHBORHOOD.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.
   THIS AREA HAS CHANGED FROM R-1 TO B-2 AND B-3 CLASSIFICATION. SOME PROPERTIES ARE ZONED R-1 BUT ARE USED FOR BUSINESS.

[redacted]

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.
   PARCEL AT 2660 OLD SHELL ROAD HAS PLANS TO CONSTRUCT A RESTAURANT.
   PARCEL AT 2657 OLD SHELL ROAD IS A CONVERTED RADIATOR SHOP TO REALTOR OFFICE.

2. Describe the surrounding land uses.
   50' NORTH IS STORAGE YARD FOR AUTO REPAIR; WEST SIDE OF TACON STREET ARE RESIDENCES, PARKING LOT FOR UMS-WRIGHT SCHOOL, AND OFFICE BUILDINGS; SOUTH OF SITE ARE RESIDENCES AND CONTRACTOR'S OFFICE; EAST SIDE IS STORAGE BUILDING AND AREA FOR A MACHINE SHOP.

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.
   NO ADVERSE IMPACTS ARE ANTICIPATED.

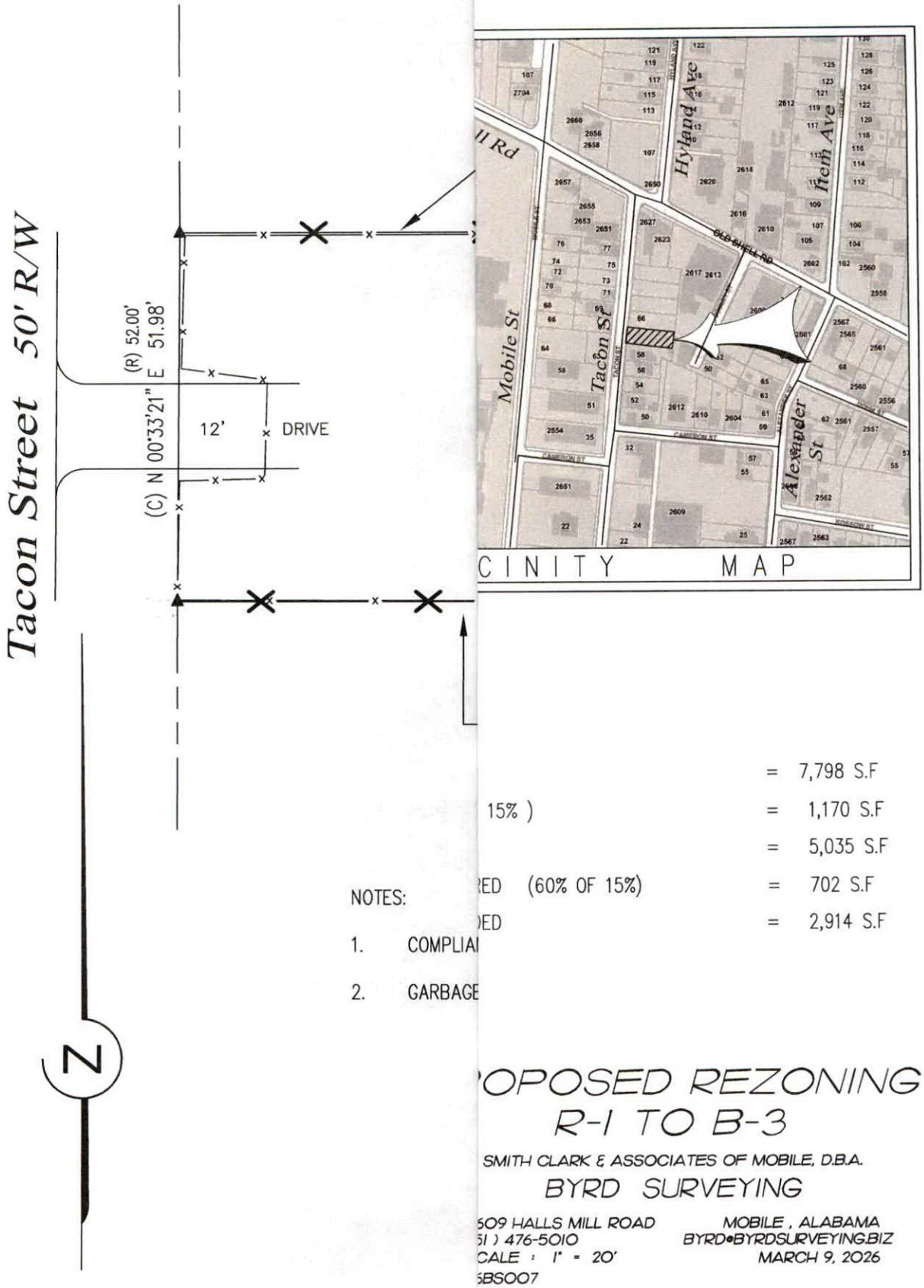
4. Describe if there is adequate infrastructure in place to accommodate the proposed request.
   THERE IS ADEQUATE INFRASTRUCTURE FOR THE DEVELOPMENT.

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 USE OF THE NEW BUILDING WILL NOT GENERATE ANY EXCESSIVE NOISE.

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

N/A

[redacted]



= 7,798 S.F

15%) = 1,170 S.F

= 5,035 S.F

ED (60% OF 15%) = 702 S.F

ED = 2,914 S.F

NOTES:

1. COMPLIA

2. GARBAGE

OPOSED REZONING
R-1 TO B-3

SMITH CLARK & ASSOCIATES OF MOBILE, D.B.A.

BYRD SURVEYING

609 HALLS MILL ROAD
61) 476-5010
CALE : 1" = 20'
6BS007

MOBILE , ALABAMA
BYRD•BYRDSURVEYING.BIZ
MARCH 9, 2026

△ = OPEN TOP IRON FOUND ○ = BYRD SURVEYING, INC. 5/8" CAPPED ACK R/R = RAILROAD SPIKE ASPH. = ASPHALT R/W = RIGHT OF WAY MB = MAP BOOK
▲ = CRIMP TOP IRON FOUND ● = CAPPED REBAR FOUND (COMP IRON FND. = OBJECT FOUND G.W. = GUY WIRE DB = DEED BOOK RPB=REAL PROPERTY BOOK
26BS007

Outlook

Christopher J. Hughes (ZON-UDC-003666-2026)

[redacted]

Good afternoon,

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

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

1. **Neighborhood Meeting Documentation:**
   Complete and compliant Neighborhood Meeting documentation must be submitted to the Planning and Zoning Department **by 4:30 PM on Wednesday, April 1, 2026**.
   Note: Please make sure that any photos taken of the sign placed on the property are date stamped. The photos provided are not date stamped. The case has been updated in the customer self-service portal to allow uploads of revised photos, as well as any additional, required documents.

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

If the application fees are paid **by noon on Monday, March 16, 2026**, the case will be tentatively scheduled for the **April 16, 2026, Planning Commission** agenda. However, please note that if the Neighborhood Meeting documentation is not received by the stated deadline, the application will be held until all outstanding requirements are satisfied. Please be advised that, in accordance with Article 5, Section 64-5-4.E.4.(b) of the UDC, holdovers resulting from the failure to submit required documentation are subject to a fee equal to the initial application fee, including postage.

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.gov.

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

Thank You,
Logan Anderson
Principal Planner II
Planning & Zoning
[redacted]
BUILDMOBILE

Outlook

Re: ZON-UDC-003666-2026

[redacted]

Mr. Byrd,

We're in receipt of all required documentation for the above-referenced rezoning application. The request will remain on the April 16 Planning Commission agenda for their review and consideration.

Please let me know if you have any additional questions.

Thank You,
Logan Anderson
Principal Planner II
Planning & Zoning
[redacted]

BUILDMOBILE

[redacted]

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.

Good morning

I'm checking to be sure you have everything necessary for the Chris Hughes , 64 Tacon Street, rezoning to be on the April 16 agenda.

Thanks…Jerry

Gerald D. Byrd
Byrd Surveying
2609 Halls Mill Road
[redacted]

[redacted]

My apologies for the delayed response. I'll upload this information to the case. Thank you!

Logan Anderson
Principal Planner II
Planning & Zoning
[redacted]

BUILDMOBILE

[redacted]

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.

Attached are documents from the neighborhood meeting for the referenced application. I cannot find how to add them to the file in the portal. Sorry.

Thanks,

Kari Givens
[redacted]

Byrd Surveying
2609 Halls Mill Road
Mobile, AL 36606
[redacted]

Byrd Surveying
2609 Halls Mill Road • Mobile, Alabama 36606
[redacted]

Dear Neighbor,

The owner of the vacant lot at 64 Tacon Street is submitting a rezoning application to the City of Mobile to allow him to construct a storage building for his personal use. The lot is currently zoned R-1 for residential use but will require a B-3 zoning to build the storage building. He plans to store a boat, utility trailer, side-by-side all-terrain vehicle, etc.

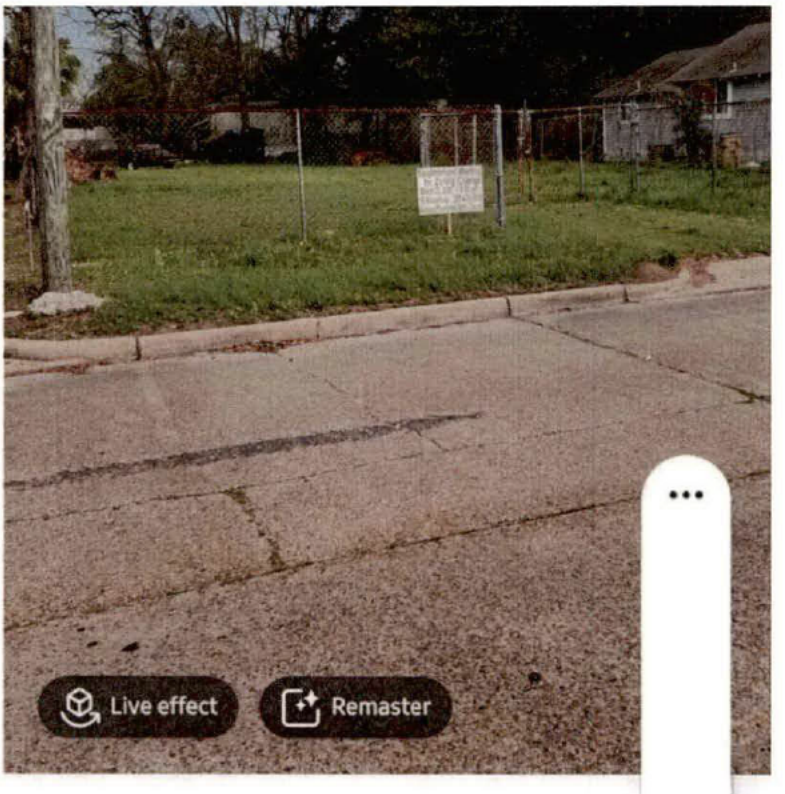
You are invited to attend a neighborhood meeting to further discuss the rezoning and we will answer any questions.

Meeting Location: Ashland Place United Methodist Church at 15 Wisteria Ave.
Date: March 23, 2026
Time 5:00 p.m.

If you wish to contact me prior to the meeting, you may call 251-476-5010, 8:00 a.m. to 3:00 p.m., Monday to Thursday or emai[redacted]

Sincerely,

Gerald D. Byrd
GDB/kpg



Monday, March 9, 2026 · 4:19 PM

[redacted]

Samsung SM-S901U

5.10 MB | 2252x4000 | 9MP

ISO 20 | 23mm | 0.0ev | F1.8 | 1/955 s

Add tag

Monday, March 9, 2026 · 4:19 PM

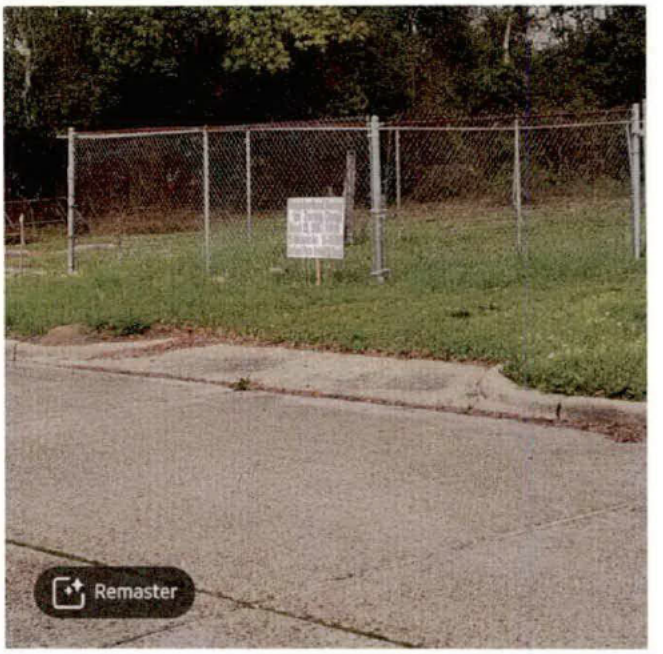
[redacted]

Samsung SM-S901U

2.95 MB | 2252x4000 | 9MP

ISO 25 | 69mm | 0.0ev | F2.4 | 1/748 s

Add tag



Tuesday, March 10, 2026 · 3:21 PM Edit

[redacted]

Screenshots

2.02 MB | 1080x2340 | 3MP

Add tag

Neighborhood Meeting

Date: 3/23/2026

Time: 5:00 pm

Location of Neighborhood Meeting: Ashland Place Methodist Church

Project Location: 64 Jacon Street

Project/Application (e.g. Rezoning from R-1 to B-1): R-1 to B-3

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

X [signature] Date: 3/23/2026

Please Sign In:

Name: Harold P. Gerhardt Jr. Email: [redacted]

Address: 2617 Old Shell Rd.

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

City of Mobile · Planning & Zoning

Neighborhood Meeting Cover Sheet

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

Date of Submittal: 3/24/2026

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: 3/23/2026

Neighborhood Meeting Time: 5:00 PM

Neighborhood Meeting Location: ASHLAND PLACE UNITED METHODIST CHURCH 15 WISTERIA AVE

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

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

Applicant's Name: CHRISTOPHER HUGHES By Byrd Surveying
(First Name & Last Name)

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

X _____ **Date:** 3/24/2026

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.

Page 1 of 1

Neighborhood Meeting Summary

Meeting Date: 3/23/2026

Meeting Time: 5:00 PM

Meeting Location: ASHLAND A. UNTD METH CH

Below is a summary of the proposed project presented at the Neighborhood Meeting:
APPLICANT PROPOSES TO CONSTRUCT METAL STORAGE BUILDING

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

Please attach copies of the distributed information to this summary.

Below is a summary of what occurred at the meeting (please provide the names of anyone who spoke, summarize any questions and responses, summarize any pertinent information discussed or any important activities that occurred):
ONLY ONE PERSON (HAROLD GERHARDT, JR) ATTENDED THE MEETING AND HE WAS THERE TO SHOW HIS SUPPORT FOR THE PROPOSED CONSTRUCTION

Neighborhood Meeting Summary
Date: 3/27/2026
Applicant: CHARLES REED HUGHES
Meeting Location: ASHLAND PLACE UMC METHODIST CH
Application:

(Meeting summary, continued)

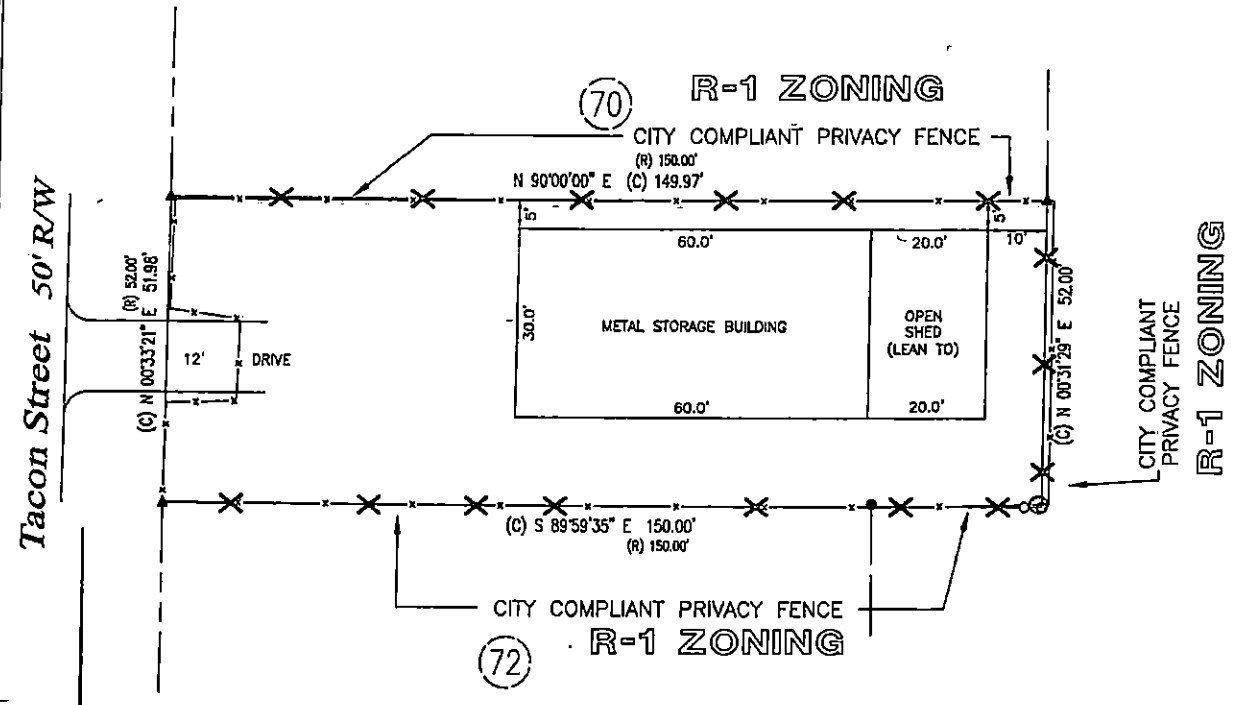
NOTHING ADDITIONAL

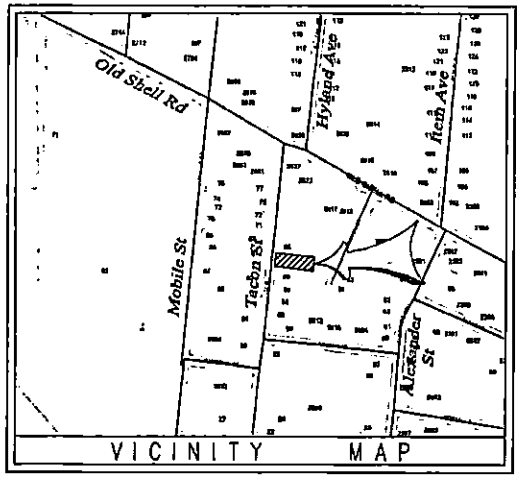
If meeting minutes were recorded, please provide a copy of the written minutes with this summary.

The Neighborhood Meeting ended at the following time: 6:00 PM

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

X _____ Date: 3/27/2026





LANDSCAPE DATA :

TOTAL AREA	=	7,798 S.F
LANDSCAPING REQUIRED (15%)	=	1,170 S.F
LANDSCAPING PROVIDED	=	5,035 S.F
FRONT LANDSCAPING REQUIRED (60% OF 15%)	=	702 S.F
FRONT LANDSCAPING PROVIDED	=	2,914 S.F

NOTES:

1. COMPLIANT LANDSCAPE PLAN TO BE SUBMITTED WITH THE CONSTRUCTION PLANS.
2. GARBAGE SERVICE WILL BE VIA CURBSIDE PICK UP.

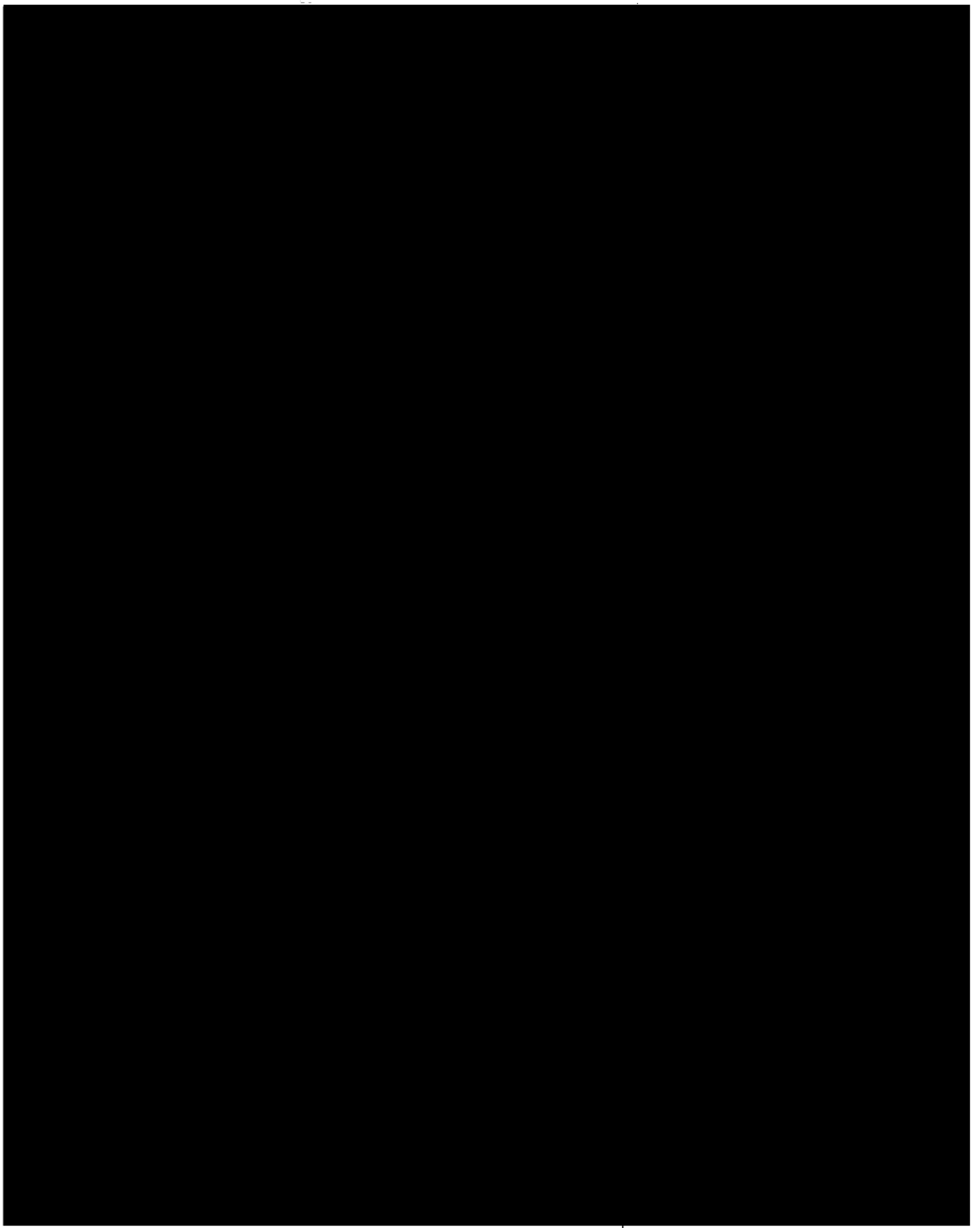
N

LEGAL DESCRIPTION
LOT 71, TACON PLACE
AS RECORDED IN DEED BOOK 116 PAGE 242, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

PROPOSED REZONING
R-1 TO B-3

SMITH CLARK & ASSOCIATES OF MOBILE, D.B.A.
BYRD SURVEYING
2509 HALLS MILL ROAD
(251) 476-5010
MOBILE, ALABAMA
BYRD@BYRDSURVEYING.BIZ
SCALE : 1" = 20'
MARCH 9, 2026
26B5007

▲ = OPEN TOP IRON FOUND ● = BYRD SURVEYING, INC. 5/8" CAPPED REBAR SET ○ = CONCRETE MONUMENT CONC. = CONCRETE "X" = "X" IN CONCRETE (R) = RECORD MEASUREMENT FROM DEED, PLATS, OR OTHER RECORDED INSTRUMENTS U.T.S. = UNABLE TO SET CORNER O.H. = OVERHEAD UTILITIES H & T = HUB AND TACK R/R = RAILROAD SPIKE ASPH. = ASPHALT R/W = RIGHT OF WAY MB = MAP BOOK
▲ = CRIMP TOP IRON FOUND ● = CAPPED REBAR FOUND (COMPANY NAME) —o—o— = FENCE U.P. = UTILITY POLE O.P. = OPEN PORCH (C) = CALCULATED BEARINGS AND/OR DISTANCES BASED ON FIELD MEASUREMENTS F.F.E. = FINISH FLOOR ELEVATION N.A.I.C. = NAIL & BOTTLE CAP REF. = REFERENCE IRON FND. = OBJECT FOUND C.M. = CITY MONUMENT DB = DEED BOOK RPB=REAL PROPERTY BOOK
26B5007



[redacted]

Agenda Item # 11

ZON-UDC-003666-2026

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

Applicant Materials for Consideration

DETAILS

Location:
East Side of Tacon Street, 267±' North of Cameron Street

Applicant / Agent:
Byrd Surveying

Property Owner:
Christopher J. Hughes

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

Proposed Zoning:
B-3, Community Business Urban District

Future Land Use:
Neighborhood Center - Traditional

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Proposal:

- Rezoning from R-1 Urban to B-3 Urban
- **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 6

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL

The site is surrounded by commercial and residential units.

APPLICATION NUMBER 11 DATE April 16, 2026

APPLICANT Christopher J. Hughes

REQUEST Rezoning from R-1 to B-3

N

NTS

SITE HISTORY

The site was part of the Tacon Place Subdivision, which was recorded in the Mobile County Probate Court in March 1904.

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 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 R-1, Single-Family Residential Urban District, to B-3, Community Business Urban District, to allow construction of a storage building. 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 R-1, Single-Family Residential Urban District, to the north, south, and east; properties to the west, across Tacon Street, are zoned R-1, Single-Family Residential Urban District, and B-3, Community Business Urban District.

The submitted site plan depicts an approximately 1,800-square-foot metal storage building with an attached 600-square-foot lean-to at the rear. It also shows compliant residential buffers along all sides adjoining R-1 properties. A note indicates that a compliant landscape plan will be submitted at the time of permitting and that garbage service will be provided via curbside pickup.

However, the site plan does not include any parking spaces, depicts a substandard driveway, and shows the proposed structure located too close to the residential property to the north. If approved, the development must comply with all applicable building and site design standards set forth in Article 3 of the UDC.

It should also be noted that the subject site contains approximately 7,800 square feet. Section 64-2-14.E.1. of the UDC requires newly platted B-3 Urban lots to have a minimum area of 4,000 square feet.

Any proposed signage must comply with the UDC and will require separate permitting through the Planning and Zoning Department.

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.

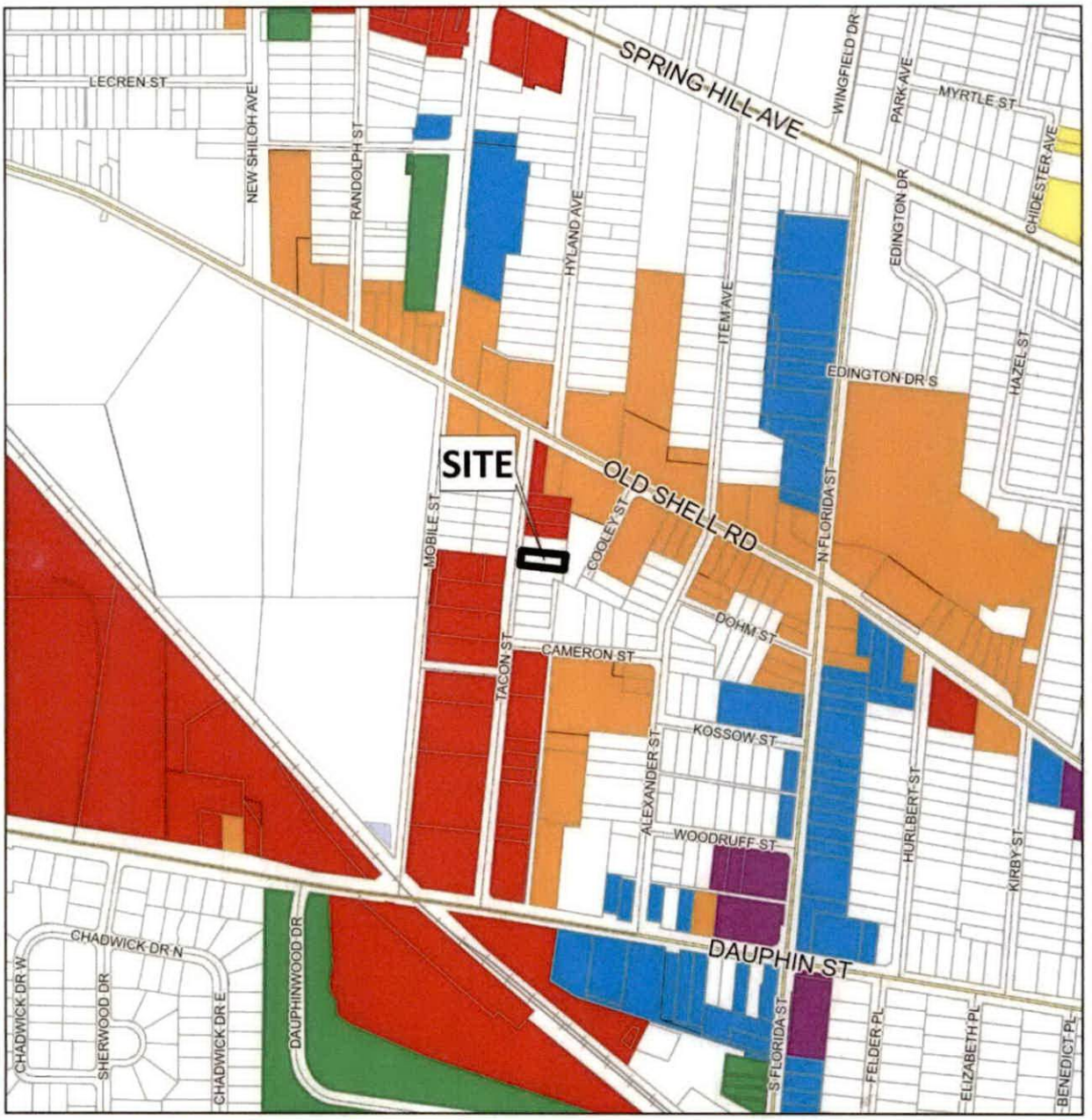
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the request to the City Council to Rezone the site to B-3, the following condition could apply:

1. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 11 DATE April 16, 2026

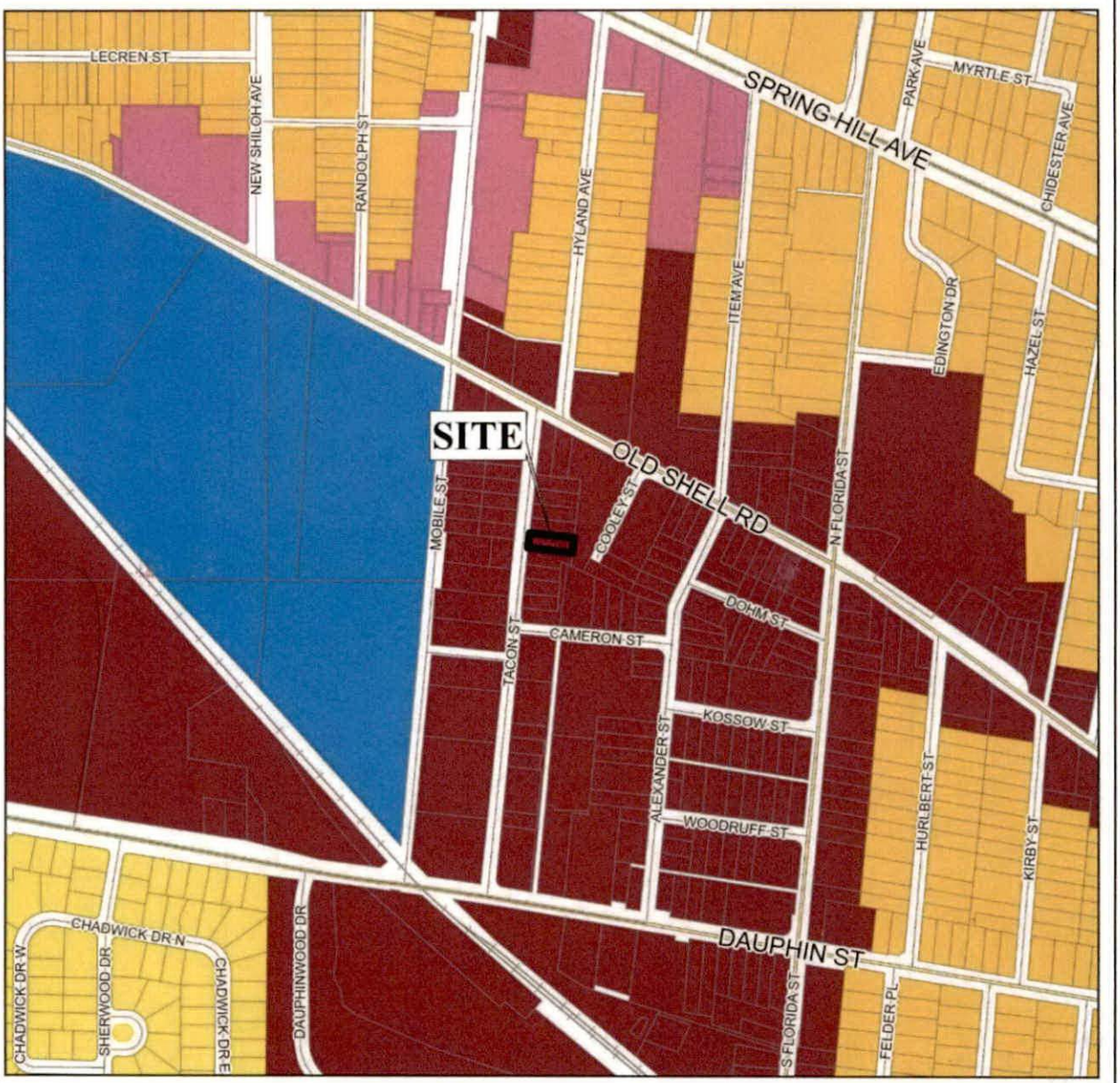
APPLICANT Christopher J. Hughes

REQUEST Rezoning from R-1 to B-3

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 11 DATE April 16, 2026

APPLICANT Christopher J. Hughes

REQUEST Rezoning from R-1 to B-3

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING

The site is surrounded by commercial and residential units.

APPLICATION NUMBER 11 DATE April 16, 2026

APPLICANT Christopher J. Hughes

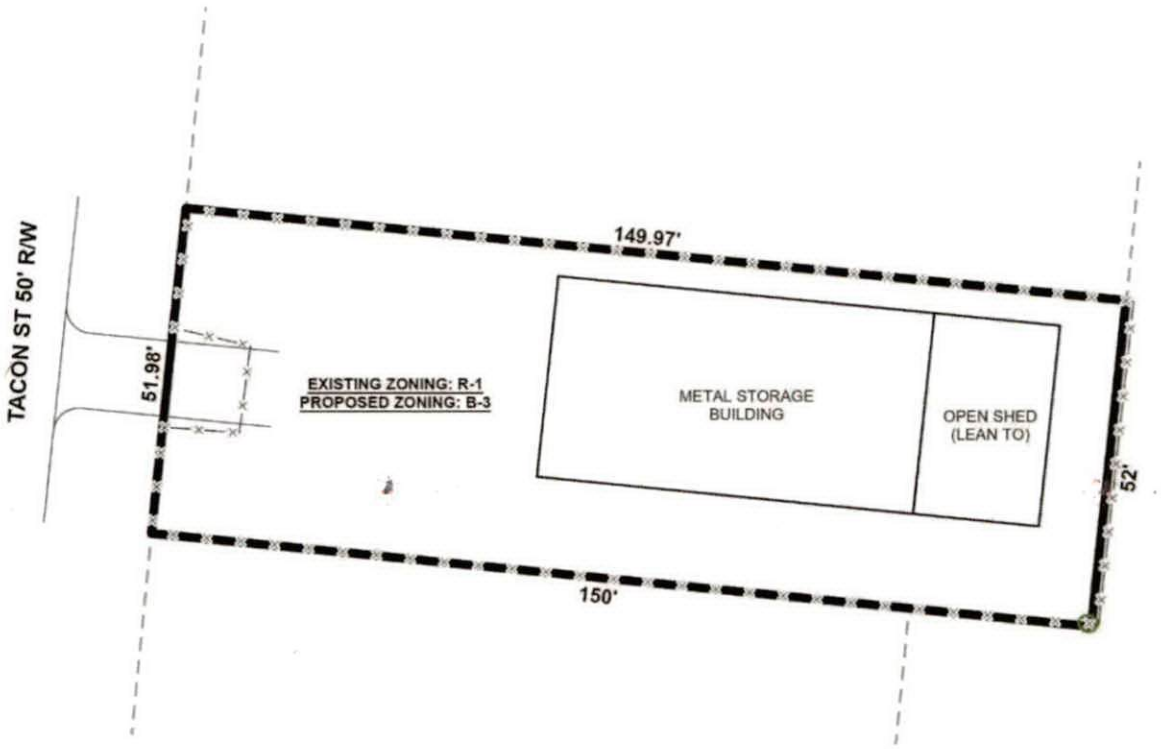
REQUEST Rezoning from R-1 to B-3

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

N

NTS

SITE PLAN



The site plan illustrates proposed buildings and fencing.

APPLICATION NUMBER 11 DATE April 16, 2026 APPLICANT Christopher J. Hughes REQUEST Rezoning from R-1 to B-3	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)	■					○								■	■	■		○											

NEIGHBORHOOD CENTERS (NC)

Neighborhood Center applies to smaller hubs of mixed commercial, community, and recreational activity that cater to adjacent residential areas. Many of these centers exist today in some form. The following principles apply not just to the future development of new centers, but also to the redevelopment of existing centers. These principles are common to all neighborhood centers, but the appropriate design varies depending on whether a center is in a more "traditional" or more "suburban" context.

- Support a limited amount of commercial employment
- Incorporate some residential use, compatible in character with that of surrounding residential development, providing appropriate transitions in height, massing and other buffering from one land use district to the next.
- The retail and housing uses should merge around vibrant, compact, accessible nodes, located at key neighborhood intersections or along short road segments. Form vibrant, compact, accessible nodes, located at key neighborhood intersections or along short road segments.
- Be connected to the surrounding neighborhood and nearby public uses (e.g., schools, parks, etc.) via well-designed sidewalks and complete streets.

Land use mix

Primary Uses

- Commercial
- Office
- Residential, Multifamily

Secondary Uses

- Residential, Attached
- Civic
- Parks

Housing mix

- Various types ranging in density from 10 to 30 du/ac;
- Residential units above ground-floor retail
- Multifamily buildings (small scale)
- Attached residential such as duplexes, multiplexes, and townhomes
- Accessory and live-work units

NC TRADITIONAL (NCT)

These tend to be in areas connected to MxDR neighborhoods. They primarily occur east of I-65.

Development Intent

- Buildings should orient to the street, with on-site parking typically pushed to the back of the site.
- Design qualities of the public realm are emphasized, including the provision of continuous sidewalks, tree canopy, pedestrian amenities, on-street parking and bicycle facilities where appropriate.

NC SUBURBAN (NCS)

These generally are located among the LDR neighborhoods west of the I-65. Where they exist, these centers currently have a more pronounced vehicular orientation.

Development Intent

- Support increase in mix and density of uses (e.g., infill of outparcels, addition of housing, etc.).
- Retrofit to improve internal walkability (e.g., through the addition of sidewalks, tree canopy, protection from the elements) and external connectivity to the surrounding areas (via sidewalks, paths and trails, street crossings, transit stops, etc.)

AN ORDINANCE TO AMEND CHAPTER 11, ARTICLE II, SECTION 11, OF THE CITY OF MOBILE MUNICIPAL CODE TO INCLUDE A SUBSECTION ENTITLED "ALABAMA CONSTRUCTION TRADE ACADEMY FUND FEES".

Sponsored by: City Councilmembers Cory Penn (D1) Ben Reynolds, (D4), and Josh Woods, (D6)

WHEREAS, the City of Mobile recognizes the shortage of skilled trade workers in the residential construction industry; and

WHEREAS, Alabama Act 2025-398 affords municipalities with an opportunity to provide funding derived from specific building permit fees and specific other permit fees to the Alabama Construction Trade Academy Fund established in the State Treasury; and

WHEREAS, Act 2025-398 states, in part, that the Alabama Construction Trade Academy board may award grants to programs recognized by the Alabama Home Builders Foundation as a part of the Alabama Homebuilding Academy Network; and

WHEREAS, the Alabama Home Builders Foundation has submitted a letter addressed to Mobile city council members asserting that every dollar collected within the Mobile jurisdiction will be for the sole use of the South Alabama Homebuilding Academy (SAHA); and

THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that Chapter 11, Article II, Section 11, of the City of Mobile Municipal Code is hereby amended by the addition of a Subsection entitled "Alabama Construction Trade Academy Fund Fees" and this Subsection shall read as follows:

Pursuant to Alabama Act 2025-398 there is hereby a fee of twenty dollars ($20.00) levied on every building permit, mechanical permit, plumbing permit, electrical permit or any combination of these permits, and any other permit required for the construction or remodeling of a new or existing residence or structure as defined in Section 34-14A-2, Code of Alabama 1975.

(1) Section 34-14A-2 defines a residence as a single unit providing complete independent residential living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation.

(2) Section 34-14A-2 defines a structure as a residence on a single lot, including a site-built home, a condominium, a duplex or multi-unit residential building consisting of not more than four residential units, or any improvement thereto.

(3) All funds collected by the City pursuant to this subsection shall be remitted to the State Treasury's Alabama Construction Trade Academy Fund in the manner and frequency preferred by the State.

(4) This subsection shall have an effective date of October 1, 2026.

(5) Unless otherwise amended, this Subsection and the fees levied pursuant to it shall sunset, completely, effective September 30, 2031.

Adopted:

_____
City Clerk

THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

April 20, 2026

Lisa Lambert, City Clerk
Mobile Government Plaza
Mobile, Alabama 36644

Re: Certified record - proposed Downtown Development District amendments

Dear Mrs. Lambert,

Attached please find:

1) **Resolution for Call for Public Hearing**. This is intended for the April 28th meeting of the City Council.

   a) The Public Hearing date is proposed for June 2, 2026.

2) **Legal and Display Advertisement.** This document is for three (3) Legal ads and one (1) quarter-page size Display ad. The Legal ad must run for three consecutive weeks, while the Display ad must run once during the three-week period:

   a) May 6 - Legal
   b) May 13 – Legal and Display
   c) May 20 - Legal

3) **Ordinance.** This is the 32-page ordinance for the City Clerk's signature with the proposed amendments to the January 20, 2026 City Council-adopted Downtown Development District regulations [*ordinance 64-058-2025*].

   a) Please note on the last page that the effective date is July 20, 2026, which coincides with the effective date of the January 20, 2026 amendments.

To support the City Council's consideration of the amendments, I hereby certify that the record of the proceedings for the adoption of the proposed amendments to **Appendix A, Downtown Development District, of the City of Mobile Unified Development Code** [commonly referred to as *the Downtown Development District (DDD) amendments*] by the Mobile City Planning Commission consists of the following:

A. Call for Public Hearing. On March 19, 2026, the Mobile City Planning Commission called for the public hearing regarding the proposed Downtown Development District amendments at their meeting. A copy of the agenda with the call for public hearing is attached (*item "A" attachment*). The archived video of the Planning Commission meeting is available at: https://www.youtube.com/live/2buRd8hPS_A?si=gNN3th1lb9E5f29t&t=2724

B. Legal Advertisement. The public hearing with the Mobile City Planning Commission was advertised in compliance with Alabama Code section 11-52-77(2). Proof of publication and copies of the quarter-page display ad and legal ads are attached (*item "B" attachments 1-5*).

C. Proposed Amendments. The proposed Downtown Development District amendments as advertised and discussed at the Mobile City Planning Commission's April 16, 2026 meeting (*item "C" attachment*).

D. Proposed Amendments – Redline. A "redline" version of the January 20, 2026 version adopted by the City Council (*ordinance 64-058-2025*) with the proposed amendments (*item "D" attachment*).

E. Public Hearing and Recommendation. On April 16, 2026, the Mobile City Planning Commission held a public hearing on the proposed Downtown Development District amendments. No comments were received prior to the meeting and no one spoke for or against the amendments at the meeting. The proposed Downtown Development District amendments were discussed and unanimously recommended for approval by the Planning Commission to the Mobile City Council.

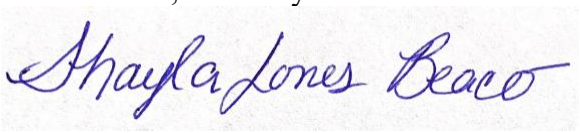
a) A copy of the Planning Commission agenda and the PowerPoint presentation given by City staff are attached (*item "E" attachments*). The archived video of the Planning Commission meeting is available at: https://www.youtube.com/live/II-SW5Rz0FU?si=sc_NqAGhdZ6hBTRc&t=2769

F. Document. One (1) hardcopy delivered by hand of the entire Downtown Development District regulations with the amendments approved by the Planning Commission at their April 16, 2026 meeting (*item "F" attachment*).

If you have any questions, please contact the Planning staff for additional information.

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary



By: _____
Shayla J. Beaco
Chief, Building & Planning

SJB:bh
Attachments

Attachment

1

41-_____ **2026**

Sponsored by: Mayor Spiro N. Cheriogotis

RESOLUTION CALLING FOR PUBLIC HEARING

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 in Mobile County the attached NOTICE OF PUBLIC HEARING AND CONSIDERATION OF ORDINANCE TO AMEND APPENDIX A, DOWNTOWN DEVELOPMENT DISTRICT, OF THE CITY OF MOBILE UNIFIED DEVELOPMENT CODE, CHAPTER 64 OF THE MOBILE CITY CODE, 2022, in the time and manner as set forth in said notice.

Adopted:

_____
City Clerk

Attachment

2

Publication notes:
Legal Ad: May 6, May 13 and May 20, 2026.
Display Ad, minimum quarter page: May 13, 2026.

NOTICE OF PUBLIC HEARING TO AMEND APPENDIX A, DOWNTOWN DEVELOPMENT DISTRICT, OF THE UNIFIED DEVELOPMENT CODE, CHAPTER 64 OF THE MOBILE CITY CODE, 2022

NOTICE is hereby given that at 10:30 a.m. on **Tuesday, June 2, 2026**, in the Mobile Government Plaza Auditorium, 205 Government Street, Mobile, Alabama 36644, and pursuant to Code of Alabama § 11-52-77, the City Council for the City of Mobile will hold a public hearing on, take public comment on, and consider an ordinance to AMEND APPENDIX A, DOWNTOWN DEVELOPMENT DISTRICT, OF THE CITY OF MOBILE UNIFIED DEVELOPMENT CODE, CHAPTER 64 OF THE MOBILE CITY CODE, adopted July 12, 2022 by the City Council. All persons may be heard in opposition to or in favor of the said ordinance at the said time and place. Government Plaza, 205 Government Street, Mobile, Alabama 36644, serves as the City Hall for the City of Mobile.

Written comments may be submitted. Those desiring to submit written comments may email them to cityclerk@cityofmobile.org, or may mail them to City of Mobile, City Clerk, P.O. Box 1827, Mobile, Alabama 36633, or may deliver them to the City Clerk's Office, Mobile Government Plaza, Ninth Floor, 205 Government Street, Mobile, Alabama 36644. Written comments must be received by noon on **Wednesday, May 27, 2026**.

The proposed amendments to Appendix A include the establishment of the minor deviation administrative process for staff and applicants, identifies the process for development in SD districts, clarifies curb-cut requirements for access to parking lots from primary and secondary frontages as well as the location of the parking lots in relation to the façade of the principal building, clarifies the screening requirements for surface parking lots and parking structures, reintroduces the screening requirements for rooftop equipment, clarifies the design intent of metal fences, reintroduces signage and façade illustrative graphics, and corrects regulatory text, typographical and reference errors and omissions.

Amendments are proposed to the following Sections of Appendix A:

Section 1. General Provisions
Section 2. Administrative Procedures
Section 3. Zoning Sub-Districts
Section 5. Development Standards
Section 6. Frontage Standards
Section 7. Building Design and Material Standards
Section 9. Definitions and Rules of Construction

No amendments are proposed for Section 4. Use Regulations or Section 8. Nonconformities.

The amendments can be viewed on the City of Mobile's website at:
https://mapformobile.org/udc/

A copy of the proposed amendments is available for public inspection in the Office of the Mobile City Clerk on the 9th floor of Mobile Government Plaza, South Tower, 205 Government Street, Mobile, Alabama 36602, during normal business hours.

Attachment

3

AN ORDINANCE TO AMEND THE CITY OF MOBILE DOWNTOWN DEVELOPMENT DISTRICT REGULATIONS SET FORTH IN APPENDIX A OF THE UNIFIED DEVELOPMENT CODE, CHAPTER 64 OF THE MOBILE CITY CODE

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the **Downtown Development District** regulations set forth in **Appendix A** of the **Unified Development Code, Chapter 64**, adopted by the Mobile City Council on July 12, 2022 (Ordinance 64-017-2022), as amended be, and the same hereby is, amended as follows:

SECTION ONE:

A. Section 1. General Provisions, paragraph **D.2.** is hereby amended so that it now reads in its entirety as follows:

2. Terms used throughout the DDD code shall be interpreted in accordance with the definitions in *Section 9.B, Definitions*, and definitions in the UDC. The definitions in *Section 9.B* shall take precedence over other definitions in the UDC. Other terms shall be interpreted using their common meaning.

B. Section 2. Administrative Procedures, paragraph **B.1.(c)(1)** is hereby amended so that it now reads in its entirety as follows:

(1) The director shall review the application, receive recommendations from other relevant staff such as the city engineer or historic development staff, as applicable, and based on the review and recommendations determine whether the application complies with the standards in the DDD code, *including any administrative deviations approved in accordance with subsection (d) below*.

C. Section 2. Administrative Procedures, paragraph **B.1.(c)(3)** is hereby amended so that it now reads in its entirety as follows:

(3) If the director determines that the application does not comply with the standards in the DDD code, the director shall advise the applicant of the aspects of the application that do not comply with standards in the DDD code. The applicant may resubmit plans with revisions or may apply to the Board of Adjustment for a variance with respect to the standards in the DDD code to which the applications does not comply, in accordance with *Section 2.B.6, Variance*.

D. Section 2. Administrative Procedures, paragraph **B.1.(d)** is hereby amended so that it now reads in its entirety as follows:

(d) Administrative Deviations

(1) During the administrative review process, the director may approve applications that contain the following minor deviations from the standards in the DDD code, provided the director determinates the deviations are consistent with the purpose of the DDD in Section 1.A, Purpose, and will not cause a significant negative impact on nearby properties and uses:

a. An increase or decrease of no more than 15 percent in the numerical standards that apply to awnings, balconies, canopies, galleries, stoops, terraces, and signs;

b. A decrease of no more than five percentage points in minimum transparency requirements;

c. Use alternative building materials not listed in Section 7, Building Design and Material Standards, provided the applicant has provided documentation the alternative building materials are considered equivalent or better than the approved building materials in terms of durability (the use of regionally-available materials is preferred); or

d. Request the use of understory trees in lieu of overstory trees for parking lot interior plantings in accordance with Section 5.B.1, Parking Lot Landscaping, to accommodate below-ground or above-ground utilities or dimensional site constraints.

(2) Notwithstanding subsection (1) above, the director may not authorize any other deviations from the standards in the DDD code, including the lot size, setback, or building height standards.

E. Section 2. Administrative Procedures, paragraph **B.1.(e)** is hereby amended so that it now reads in its entirety as follows:

(e) Architectural Review Board Review and Decision (Optional)

For applications involving property in a historic district, following initial review by the director, the application shall be submitted to the Architectural Review Board (ARB) for consideration of a certificate of appropriateness in accordance with Section 44-77 of the City Code. If ARB requires changes to the application as a condition of issuance of a certificate of appropriateness, the application shall be resubmitted to the director for further review in accordance with subsection (c) above.

F. Section 2. Administrative Procedures, paragraph **B.1.(f)** is hereby added so that it now reads in its entirety as follows:

(f) Re-Review Following Permitting

(1) Following permitting, the director shall review any changes made to the project that may impact the project's compliance with the standards in the DDD code and receive recommendations from other relevant staff such as the city engineer or historic development staff, as applicable.

(2) Based on the review and recommendations, if the director determines that the application as modified following permitting complies with the terms of the DDD code, the director shall notify the applicant, and the applicant may continue with the project.

(3) Based on the director's review and recommendations, if the director determines that the application as modified following permitting does not comply with the standards in the DDD code, the director shall advise the applicant of the aspects of the application that do not comply with standards in the DDD code. The applicant may resubmit plans with revisions or may apply to the Board of Adjustment for a variance with respect to the applicable standards, in accordance with subsection 6 below.

G. Section 3. Zoning Sub-Districts, paragraph **A.1.** is hereby amended so that it now reads in its entirety as follows:

1. The zoning sub-districts in *Table 3.1:* Zoning Sub-Districts Established are hereby established:

H. Section 3. Zoning Sub-Districts, paragraph **A.1.**, **Table 64-15-3.1** is hereby renamed and amended so that it now reads in its entirety as follows:

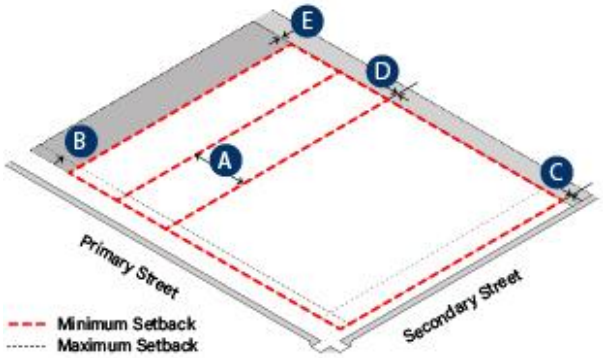
***Table 3.1:* Zoning Sub-Districts Established**	
District	**Name**
T-6	T-6: Mixed-Use High Intensity Transect
T-5.2	T-5.2: Mixed Use Medium Intensity Transect
T-5.1	T-5;1: Mixed Use Medium Intensity Transect
T-4	T-4: Mixed Use Low Intensity Transect
T-3	T-3: Low Density Residential Transect
Municipal	Municipal district
Open	Open space district
SD-WH	SD-WH: Special District—Warehouse
SD	*SD: Special District*

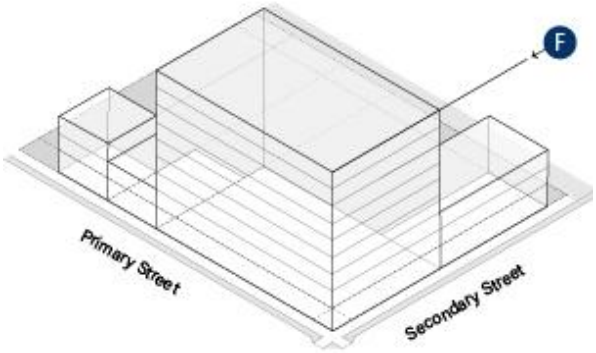
I. Section 3. Zoning Sub-Districts, paragraph **A** is hereby amended to add a new subsection **5** so that it now reads in its entirety as follows:

5. Land within an SD district is required to be rezoned to another zoning sub-district, in accordance with Section 2.B.2, Regulating Plan Amendment, before development may commence on the land.

J. Section 3. Zoning Sub-Districts, paragraph **B.2.(e)**, **Table 3.2** is hereby amended so that it now reads in its entirety as follows:

Table 3.2: T-6 Dimensional and Intensity Standards





Site features		
Lot area (sf), min		No minimum
Lot width (ft), min | max	A	14 | No maximum
Building per lot, max		No maximum
Building coverage (% of site), max		No maximum
Setback, primary buildings		
Primary frontage (ft), min | max	B	0 | 10 [2] [3]
Secondary frontage (ft), min | max	C	0 | 12
Side (ft), min	D	No minimum
Rear (ft), min	E	No minimum
Setback, outbuildings		
Primary frontage (ft)		To rear of the facade at ground floor, unrestricted upper stories
Secondary frontage (ft)		To rear of the facade at ground floor, unrestricted upper stories
Side (ft), min		No minimum
Rear (ft), min		No minimum

Building Form		
Height, max	F	No maximum [1]
Parking structure		*80 feet [4]*
Frontage Types	● = Permitted	
Lawn		
Terrace		
Stoop	●	
Common Entry		
Pedestrian forecourt	●	
Vehicular forecourt	●	
Gallery	●	
Shopfront	●	

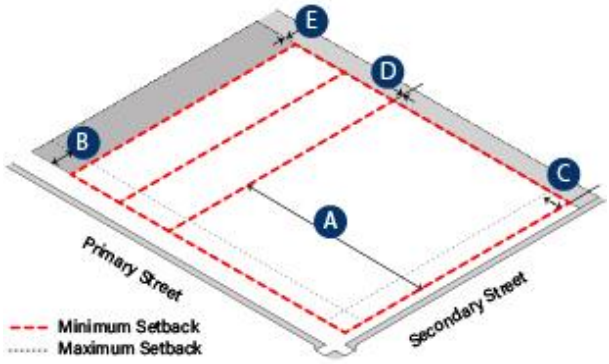
Transparency	Minimum Required Transparency	Location
Ground floor commercial uses	30%	Between two (2) and twelve (12) feet above the abutting sidewalk
All other building facades facing the street	20%	Per floor
Shopfronts – Ground Floor	50%	Calculated separately for each frontage

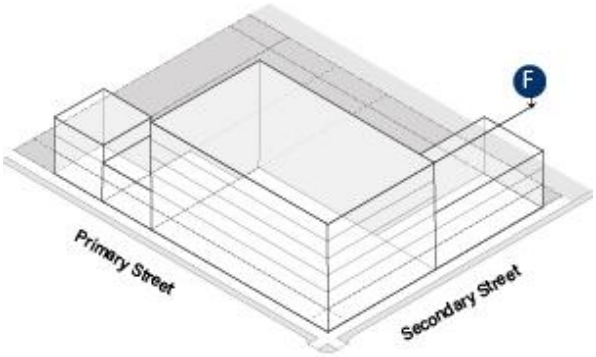
[1] The maximum height of outbuildings shall not exceed the height of the principal building.
[2] The setback may match the setback of an adjacent building along the same street frontage.
[3] The maximum setback may be increased by 12 feet along Government Street.
[4] See additional exceptions for parking structures attached to buildings in Section 9.A, Building Height.

K. Section 3. Zoning Sub-Districts, paragraph **B.3.(f) Additional Standards** is deleted in its entirety.

L. Section 3. Zoning Sub-Districts, paragraph **B.3.(e)**, **Table 3.3** is hereby amended so that it now reads in its entirety as follows:

Table 3.3: T-5.2 Dimensional and Intensity Standards





Site features		
Lot area (sf), min		No minimum
Lot width (ft), min | max	A	14 | 180
Building per lot, max		No maximum
Building coverage (% of site), max		No maximum
Setback, primary buildings		
Primary frontage (ft), min | max	B	0 | 5 [3]
Secondary frontage (ft), min | max	C	0 | 12 [3]
Side (ft), min	D	No minimum
Rear (ft), min	E	No minimum
Setback, outbuildings		
Primary frontage (ft), min		To rear of the facade
Secondary frontage (ft), min		To rear of the facade
Side (ft), min		No minimum
Rear (ft), min		No minimum

Building Form		
Height, max	F	5 stories [1]
Fronting Bienville Square		8 stories [1]
Fronting west side of Claiborne St. between Civic Center Dr. and Canal St		16 stories [1]
Parking structure		60 feet [2]

Frontage Types	● = Permitted
Lawn	
Terrace	●
Stoop	●
Common Entry	●
Pedestrian forecourt	●
Vehicular forecourt	
Gallery	●
Shopfront	●

Transparency	Minimum Required Transparency	Location
Ground floor commercial uses	30%	Between two (2) and twelve (12) feet above the abutting sidewalk
All other building facades facing the street	20%	Per floor
Shopfronts – Ground Floor	50%	Calculated separately for each frontage

[1] The maximum height of outbuildings shall not exceed the height of the principal building.

[2] The maximum parking structure height is 80 feet for parking structures that front the west side of Claiborne Street between Civic Center Drive and Canal Street, and 60 feet elsewhere. *See additional exceptions for parking structures attached to buildings in Section 9.A, Building Height.*

[3] The setback may match the setback of an adjacent building along the same street frontage, and the *maximum primary frontage* setback may be extended an additional 12 feet along Government St.

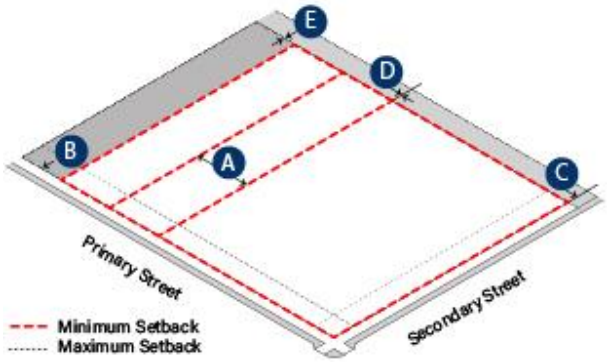
M. Section 3. Zoning Sub-Districts, paragraph **B.4.(a)** is hereby amended so that it now reads in its entirety as follows:

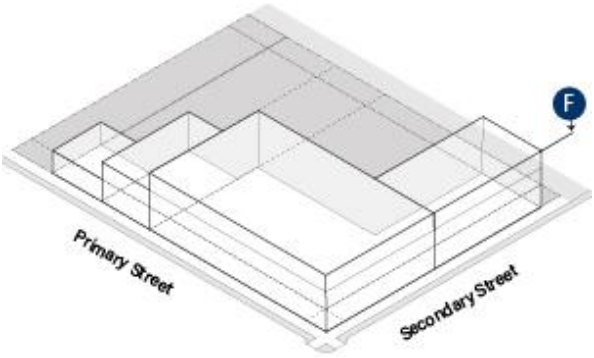
(a) Generally

The T-5.*1* sub-district regulations are designed to support mixed-use development at medium-low intensity, with a walkable urban form and a mixture of residential and commercial uses.

N. Section 3. Zoning Sub-Districts, paragraph **B.4.(e)**, **Table 3.4** is hereby amended so that it now reads in its entirety as follows:

Table 3.4: T-5.1 Dimensional and Intensity Standards





Site features		
Lot area (sf), min		No minimum
Lot width (ft), min | max	A	14 | 180
Building per lot, max		No maximum
Building coverage (% of site), max		No maximum
Setback, primary buildings		
Primary frontage (ft), min | max	B	0 | 12 [2]
Secondary frontage (ft), min | max	C	0 | 12 [2]
Side (ft), min	D	No minimum
Rear (ft), min	E	No minimum
Setback, outbuildings		
Primary frontage (ft), min		To rear of the facade
Secondary frontage (ft), min		To rear of the facade
Side (ft), min		No minimum
Rear (ft), min		No minimum

Building Form		
Height, max	F	3 stories [1]
Parking structure		34 feet *[3]*
Frontage Types	● = Permitted	
Lawn		
Terrace	●	
Stoop	●	
Common Entry	●	
Pedestrian forecourt	●	
Vehicular forecourt		
Gallery	●	
Shopfront	●	

Transparency	Minimum Required Transparency	Location
Ground floor commercial uses	30%	Between two (2) and twelve (12) feet above the abutting sidewalk
All other building facades facing the street	20%	Per floor
Shopfronts – Ground Floor	50%	Calculated separately for each frontage

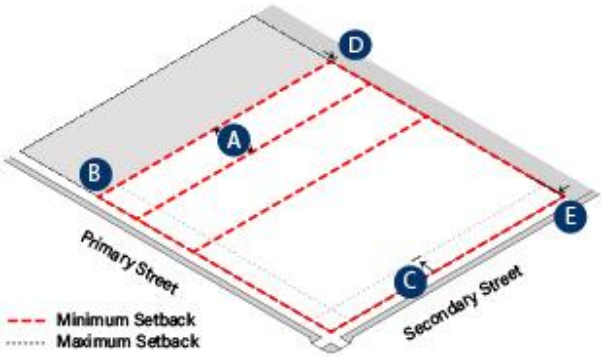
[1] The maximum height of outbuildings shall not exceed the height of the principal building.

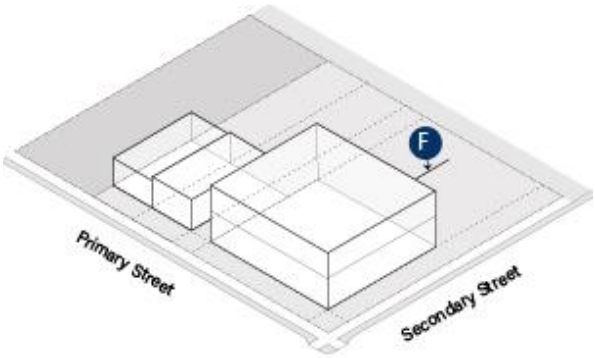
[2] The setback may match the setback of an adjacent building along the same street frontage, and the maximum primary frontage setback may extend an additional 12 feet along Government St.

[3] See additional exceptions for parking structures attached to buildings in Section 9.A, Building Height.

O. Section 3. Zoning Sub-Districts, paragraph **B.5.(e)**, **Table 3.5** is hereby amended so that it now reads in its entirety as follows:

Table 3.5: T-4 Dimensional and Intensity Standards





Site features		
Lot area (sf), min		No minimum
Lot width (ft), min | max	A	18 | 120
Building per lot, max		3
Building coverage (% of site), max		75

Setback, primary buildings		
Primary frontage (ft), min | max	B	0 | 12 [2]
Secondary frontage (ft), min | max	C	0 | 12 [2]
Side (ft), min	D	No minimum
Rear (ft), min	E	No minimum

Setback, outbuildings	
Primary frontage (ft), min	To rear of the facade
Secondary frontage (ft), min	To rear of the facade
Side (ft), min	No minimum
Rear (ft), min	No minimum

Building Form		
Height, max	F	2 stories [1]

Frontage Types	● = Permitted
Lawn	●
Terrace	●
Stoop	●
Common Entry	●
Pedestrian forecourt	
Vehicular forecourt	
Gallery	
Shopfront	●

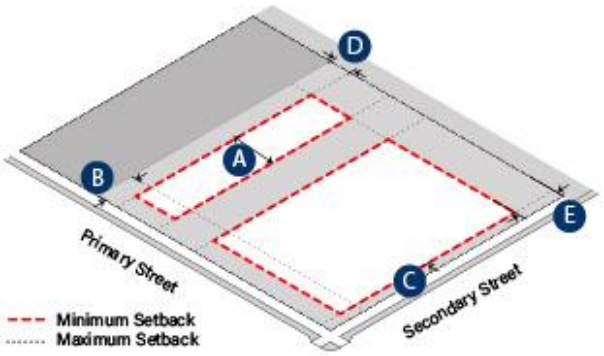
Transparency	Minimum Required Transparency	Location
All building facades facing the street	20%	Per floor
Shopfronts – Ground Floor	50%	Calculated separately for each frontage

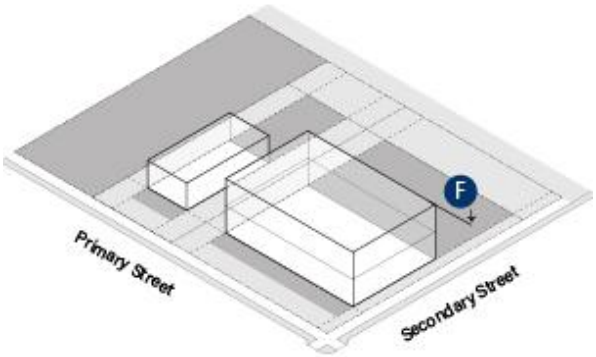
[1] The maximum height of outbuildings *is two stories*.

[2] The setback may match the setback of an adjacent building along the same street frontage, and the maximum primary frontage setback may extend an additional 12 feet along Government St.

P. Section 3. Zoning Sub-Districts, paragraph **B.6.(e)**, **Table 3.6** is hereby amended so that it now reads in its entirety as follows:

Table 3.6: T-3 Dimensional and Intensity Standards





Site features		
Lot area (sf), min		No minimum
Lot width (ft), min | max	A	40 | 120
Along the east side of Lawrence St. between Civic Center Dr. and Canal St		30 | 120
Building per lot, max		2
Building coverage (% of site), max		75
Setback, primary buildings		
Primary frontage (ft), min | max	B	10 | 18 [1] [3]
Secondary frontage (ft), min | max	C	5 | No maximum [3]
Side (ft), min	D	10 [3]
Rear (ft), min	E	20 [3]
Setback, outbuildings		
Primary frontage (ft), min		To rear of the facade
Secondary frontage (ft), min		To rear of the facade
Side (ft), min		No minimum
Rear (ft), min		No minimum

Building Form		
Height, max	F	2 stories [2]
Along the east side of Lawrence St. between Civic Center Dr. and Canal St		3 stories [2]

Frontage Types	● = Permitted
Lawn	●
Terrace	●
Stoop	
Common Entry	
Pedestrian forecourt	
Vehicular forecourt	
Gallery	

Transparency	Minimum Required Transparency	Location
All building facades facing the street	20%	Per floor

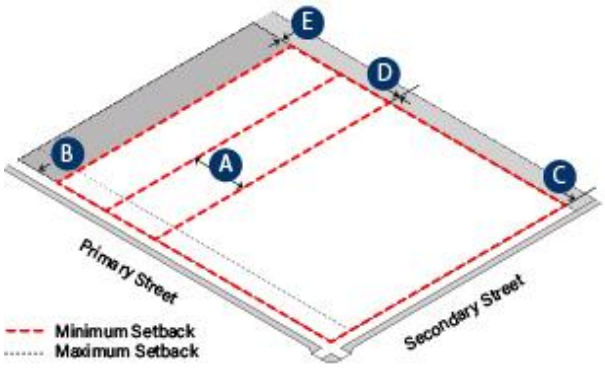
[1] The setback may match the setback of an adjacent building along the same street frontage, and the maximum primary frontage setback may extend an additional 12 feet along Government St.

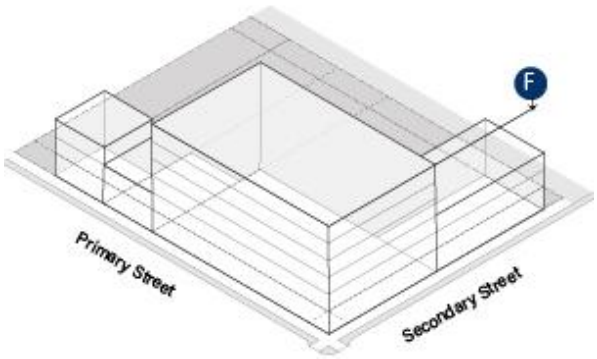
[2] The maximum height of outbuildings is two stories.

[3] Along the east side of Lawrence Street between Canal Street and Civic Center, Drive, the primary frontage and secondary frontage setbacks shall not exceed 12 feet, and the side and rear setback minimums do not apply provided fire rating requirements are met.

Q. Section 3. Zoning Sub-Districts, paragraph **C.3.(e)**, **Table 3.9** is hereby amended so that it now reads in its entirety as follows:

Table 3.9: SD-WH District Dimensional and Intensity Standards





Site features		
Lot area (sf), min		None
Lot width (ft), min | max	A	None
Building per lot, max		None
Building coverage (% of site), max		No max
Setback, primary buildings		
Primary frontage (ft), min | max	B	0 | 10 [1]
Secondary frontage (ft), min | max	C	None
Side (ft), min	D	None
Rear (ft), min	E	None
Setback, outbuildings		
Primary frontage (ft), min		None
Secondary frontage (ft), min		None
Side (ft), min		None
Rear (ft), min		None

Building Form		
Height, max	F	6 stories
Parking structure		60 feet *[2]*

Frontage Types	**● = Permitted**	
Lawn	●	
Terrace	●	
Stoop	●	
Common Entry	●	
Pedestrian forecourt	●	
Vehicular forecourt	●	
Gallery		
Shopfront	●	
Transparency	*Minimum Required Transparency*	*Location*
All building facades facing the street [3]	*20%*	*Per floor*

[1] The maximum setback may extend an additional 12 feet along Government St.

[2] See additional exceptions for parking structures attached to buildings in Section 9.A, Building Height.

[3] Transparency requirement does not apply to buildings fronting Beauregard Street between Saint Joseph Street, North Water Street and North Lawrence Street

R. Section 5. Development Standards, paragraph **A.2.(d)** is hereby amended so that it now reads in its entirety as follows:

(d) Surface parking lots shall be placed to the rear of the façade of the principal building, except in Municipal, Open, and SD-WH sub-districts, where the location is not restricted.

S. Section 5. Development Standards, paragraph **A.2.(e)** is hereby added so that it now reads in its entirety as follows:

(e) Parking lots and structures shall be masked along frontages in accordance with Section 5.B.1(a), Perimeter Masking.

T. Section 5. Development Standards, paragraph **A.3.(a)** is hereby amended so that it now reads in its entirety as follows:

(a) Off-street parking shall *only* be accessed from a secondary frontage, *or B-street, and is prohibited to be accessed from the primary frontage, or A-street, except as provided below.*

U. Section 5. Development Standards, paragraph **A.3.(d)** is hereby amended so that it now reads in its entirety as follows:

(d) All curb cuts shall meet the standards in Chapter 57, Article IV, Driveways, of the City Code. The number of curb cuts for a lot shall not exceed the maximum number by sub-district in Table 5.2.

V. **Section 5. Development Standards**, paragraph **A.3.(d)**, **Table 5.2** is hereby amended so that it now reads in its entirety as follows:

Table 5.2: Parking Lot Specifications

District	Minimum Primary Frontage Parking Access Width (ft)	Maximum Driveway Width (ft)	Maximum Number of Curb Cuts *Per Frontage*
T-6	72	25 [1]	1 [1]
T-5.2	54	25 [1]	1 [1]
T-5.1	54	25 [1]	1 [1]
T-4	42	10	1
T-3	42	10	1
SD-WH	54	25 [1]	1 [1]
Municipal	No minimum	No maximum	No maximum
Open	No minimum	No maximum	No maximum

[1] On the west side of Claiborne Street between Civic Center Drive and Canal Street, driveway width shall not exceed 36 feet, and two curb cuts are permitted per lot.

[2] Except as permitted in table note [1], a lot with one primary frontage and one secondary frontage is allowed one curb cut to the secondary frontage. A lot with more than one secondary frontage is permitted one curb cut per secondary frontage.

W. **Section 5. Development Standards**, paragraph **A.4.** is hereby amended so that it now reads in its entirety as follows:

4. Off-Street Loading *Docks* and Service Areas

   Off-street loading *docks* and service areas with a combined width of 30 feet may be incorporated into all frontages on land in the SD-WH sub-district, and in all other sub-districts in accordance with the following:

   (a) In secondary frontages, towards the rear of the property; or

   (b) In primary frontages, if the property has no secondary frontage and the width of the primary frontage is 120 feet or greater.

X. **Section 5. Development Standards**, paragraph **B.1.(a)** is hereby amended so that it now reads in its entirety as follows:

(a) Perimeter Masking

(1) A surface parking lot along a frontage shall be masked by one of the following:

a. A liner building; or

b. One of the following types of screens:

1. A metal fence at least three feet in height that is planted with evergreen hedges, evergreen vines, or other evergreen plant materials. Shrubs for hedges shall be at least three feet in height at planting, and other plantings shall be of a species and planted in a manner that would form an evergreen barrier at least as effective as a hedge; or
2. A masonry wall, with or without vegetative plantings.

(2) A parking structure along a frontage shall be masked by one of the following:

a. Along A-street frontages, a liner building covering the entire width of the structure, excluding any points of access or egress, or 70 percent of a width of the structure at ground floor frontage.

b. Along B-street frontages, a liner building in accordance with subsection a above, or one of the following types of screens:

1. A metal fence at least three feet in height that is planted with evergreen hedges, evergreen vines, or other evergreen plant materials. Shrubs for hedges shall be at least three feet in height at planting, and other plantings shall be of a species and planted in a manner that would form an evergreen barrier at least as effective as a hedge; or

2. A masonry wall, with or without vegetative plantings.

Y. Section 5. Development Standards, paragraph **B.2.(c)** is hereby added so that it now reads in its entirety as follows:

(c) Rooftop Equipment

Equipment on rooftops such as turbine vents, skylights, satellite dishes, and television antennae shall be located and arranged so as not to be visible from a street or sidewalk.

Z. Section 5. Development Standards, paragraph **C.2.(a)(1)** is hereby amended so that it now reads in its entirety as follows:

(1) Fences shall be made of wood picket, wood slat, *or* wood lattice, *or a wrought iron style made of* iron, steel, or aluminum.

AA. **Section 5. Development Standards**, paragraph **D.5.** is hereby amended so that it now reads in its entirety as follows:

5. Permitted Signs

   Signs are permitted on land in a sub-district in accordance with Table 5.3: Sign Types Permitted by Sub-District, subject to the standards in Table 5.4: Permitted Signs and subsection 6 below. *See also Figure 5.1: Sign Standard Illustration.*

BB. Section 5. Development Standards, paragraph **D.5.**, **Table 5.4** is hereby amended so that it now reads in its entirety as follows:

Table 5.4: Permitted Signs			
Sign Type	**Number**	**Area, Maximum**	**Copy**
Sandwich board	1 per business, shall be removed outside of business hours	2 feet wide by 3 feet tall	No restrictions
Diagonal corner	1 per building at corners only, attached at a 45-degree angle	3 feet wide by 15 feet tall	No restrictions
Fabric awning	1 per awning	8 inches tall by awning length	No restrictions
Marquee	1 per *building*	4 feet plus width of entrance(s) on primary structure, maximum height of marquee structure is 4 feet	No restrictions
Window sign	1 per window (not including temporary signage within window)	30% of window area to which sign is affixed	Applied decal or painted within window
Building	On buildings less than 10 stories in height, 1 per building, within the frieze or upper portion of the storefront if there is no frieze	3 feet in height by façade width (8 feet in height on buildings fronting Claiborne Street between Civic Center Drive and Canal Street)	No restrictions
Upper building	See Section 5.D.6(c), Upper Building		
Hanging blade	1 per business	10 square feet each face	No restrictions
Individual storefront	1 per business	2 feet tall by store length (or to fit within a frieze or architectural feature)	No restrictions
Internal neon	1 per window (not including temporary signage within window)	30% of window area to which sign is affixed	Neon or LED within window
Painted wall	1 per secondary frontage and wall internal to a lot but visible from sidewalks	No restrictions	No restrictions
Yard blade	1 per lot with home business or in non-residential use	5 square feet	No restrictions
Wall plaque	1 per business (located on building) 1 per parking lot (located on an architectural feature of parking lot screening required in Section 5.B.1(a))	*SD-WH, Municipal, and Open: 8 square feet* T-3: 2 square feet T-4: 2 square feet T-5: 8 square feet T-6: 8 square feet	No restrictions
Wayfinding sign	1 per block or site, located on right-of-way or private property	5 feet in height 20 square feet of signage per face 50 square feet of signage on all faces	No restrictions
Monument sign	1 per site	6 feet in height 8 feet in width 25 square feet of signage per face 50 square feet of signage on all faces	No restrictions
Freestanding sign	1 per site	8 feet in height 5 feet in width 20 square feet of signage per face 40 square feet of signage on all faces	No restrictions
Banner	1 per site	4 feet by 8 feet	No restrictions
Parking lot sign	1 per driveway	10 feet in height (including mount) 3 feet wide by 2 feet hide in sign area 6 square feet of signage	No restrictions

CC. **Section 5. Development Standards**, paragraph **D.5.** is hereby amended with the addition of the graphic of ***Figure 5.1: Sign Standard Illustration*** so that it now reads in its entirety as follows:

Figure 5.1: Sign Standard Illustration

DD. **Section 6. Frontage Standards**, paragraph **B.3.** is hereby amended so that it now reads in its entirety as follows:

3. If buildings have multiple frontage*s* or multiple buildings are located on one property, the same frontage type shall be selected for all frontages.

EE. **Section 6. Frontage Standards**, paragraph **B.**, **Table 6.2** is hereby amended so that it now reads in its entirety as follows:

Table 6.2: Building Frontage Types Allowed							
Frontage Types	**T-6**	**T-5 (both)**	**T-4**	**T-3**	**Municipal**	**Open**	**SD-WH**
Lawn			●	●	●	●	●
Terrace		●	●	●	●	●	●
Stoop	●	●	●		●	●	●
Common Entry		●	●		●	●	●
Pedestrian forecourt	●	●			●	●	●
Vehicular forecourt	●				●	●	●
Gallery	●	●			●	●	
Shopfront	●	●	●		●	●	●
● = Permitted							

FF. **Section 6. Frontage Standards**, paragraph **E.2.(c)**, **Table 6.5** is hereby amended so that it now reads in its entirety as follows:

Table 6.5: Additions to Existing Buildings in T-5 Sub-District	
Standard	**Value**
Finished floor elevation	Match existing structure, or up to 30 inches above average grade along the front property line.
Front yard terrace	Raised up to 20 inches above sidewalk grade, to form a terrace
Fence or wall	Permitted along front property line and side lot lines to façade of building, with maximum height of four feet and with or without masonry piers. Wood fences prohibited in T-5.2 sub-district
Walkways	One per building entrance with a maximum width of five feet, *except if a stoop frontage or common entry frontage is provided in accordance with Section 6.H, Stoop Frontage Type, or Section 6.I, Common Entry Frontage Type, respectively*
Paving	Frontage may be paved up to 100 percent of area, using unit masonry or concrete
Courtyard *(primary entry only)*	May be incorporated into frontage with a portion of the façade recessed beyond the maximum front setback, and a maximum area of 600 square feet.
Shopfront	Permitted
Gallery	Permitted

GG. **Section 6. Frontage Standards**, paragraph **E.2.(d)**, **Table 6.6** is hereby amended so that it now reads in its entirety as follows:

Table 6.6: Additions to Existing Buildings in T-6 Sub-District	
Standard	**Value**
Finished floor elevation	Match existing structure, or up to 30 inches above average grade along the front property line.
Front yard terrace	Raised up to 20 inches above sidewalk grade, to form a terrace
Fence or wall	Permitted along front property line and side lot lines to façade of building, with maximum height of four feet and with or without masonry piers. Wood fences prohibited
Paving	Frontage may be paved up to 100 percent of area, using unit masonry or concrete
Courtyard *(primary entry only)*	May be incorporated into frontage with a portion of the façade recessed beyond the maximum front setback, and a maximum area of 1,600 square feet.
Shopfront	Permitted
Gallery	Permitted

HH. **Section 6. Frontage Standards**, paragraph **E.2.(e)**, **Table 6.7** is hereby amended so that it now reads in its entirety as follows:

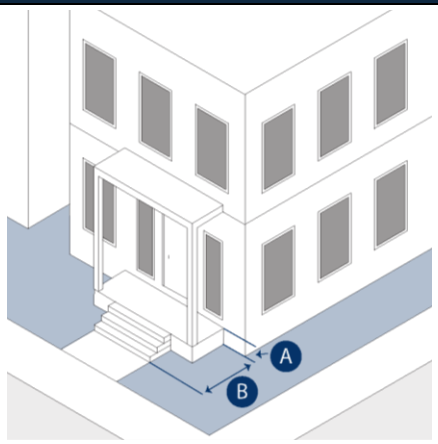
Table 6.7: Additions to Existing Buildings in Municipal and Open Sub-Districts	
Standard	**Value**
Finished floor elevation	Match existing structure, up to 30 inches above average grade along the front property line, or as required to meet minimum flood elevation requirements.
Front yard terrace	Raised up to 20 inches above sidewalk grade, to form a terrace
Fence or wall	Permitted along front property line and side lot lines to façade of building, with maximum height of ten feet and with or without masonry piers.
Paving	Frontage may be paved up to 100 percent of area, using unit masonry, concrete, asphalt, or aggregate
Courtyard *(primary entry only)*	May be incorporated into frontage with a portion of the façade recessed beyond the maximum front setback, and a maximum area of 1,600 square feet.
Shopfront	Permitted
Gallery	*Permitted*

II. **Section 6. Frontage Standards**, paragraph **E.2.(f)**, **Table 6.8** is hereby amended so that it now reads in its entirety as follows:

Table 6.8: Additions to Existing Buildings in SD-WH Sub-District	
Standard	**Value**
Finished floor elevation	Match existing structure, or up to 30 inches above average grade along the front property line.
Front yard terrace	Raised up to 20 inches above sidewalk grade, to form a terrace
Fence or wall	Iron fence permitted along front property line and side lot lines to façade of building, with maximum height of six feet and with or without masonry piers.
Paving	Frontage may be paved up to 100 percent of area, using unit masonry or concrete
Courtyard *(primary entry only)*	May be incorporated into frontage with a portion of the façade recessed beyond the maximum front setback, and a maximum area of 1,600 square feet.
Shopfront	Permitted
Gallery	Prohibited

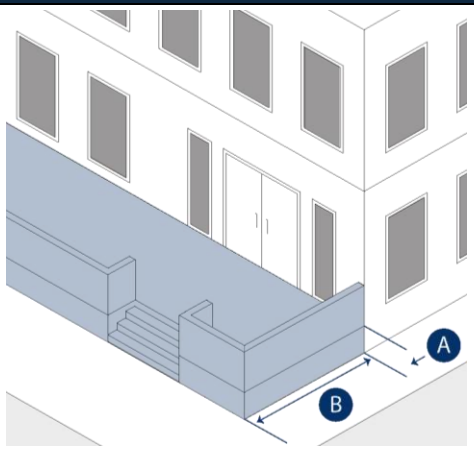
JJ. Section 6. Frontage Standards, paragraph **F.2.**, **Table 6.9** is hereby amended so that it now reads in its entirety as follows:

Table 6.9: Lawn Frontage Type Standards

Site features		Applicable Sub-districts							
		T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (min | max)	A			●	●			●	16 in | 48 in (measured from average grade at property line)
						●	●		As required to comply with flood elevation requirements
Encroachment depth (max)									
Porches, stairs, ramps	B				●				50 percent of front setback depth, min porch depth of 8 ft
				●					100 percent of front setback depth, min porch depth of 4 ft
Bay windows, roof overhangs, cornices, windows and door surrounds, other façade decorations	B			●	●	●	●	●	2 ft
Stoops	B			●	●	●	●	●	4 ft (may be covered by a roof structure supported by columns or wall brackets)
Fences *and Walls*									
Front property line and side lot lines to façade of building, max height				●	●	●	●	●	4 ft
Along side and rear property lines behind front façade, max height				●	●				8 ft
						●	●	●	10 ft
Permitted materials				●	●			●	*Fences: wood* picket, wood slat, wood lattice, *or wrought iron style made of iron*, steel *or aluminum*. *Walls:* brick, stone *or* stucco over masonry
						●	●		All materials permitted
Frontage									
Walkways				●	●			●	*One per frontage, max width 5 ft*
						●	●		*Unlimited number and width*
Building foundations				●	●			●	Brick stone, or stucco pier and inset fill-panel construction, or chain wall construction with panels inset to resemble pier and infill panel construction. Infill between piers shall be brick, stone, stucco, wood lattice, or vertical wood picket and shall be recessed so that piers protrude from the infill
						●	●		No limitations

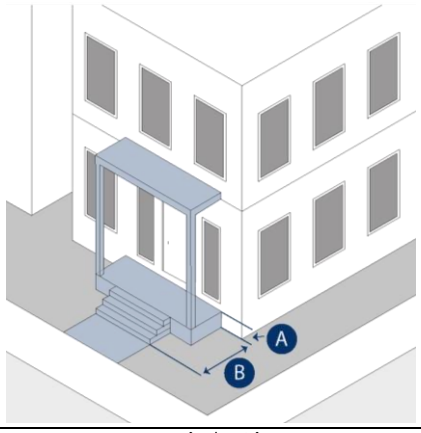
KK. Section 6. Frontage Standards, paragraph **G.2.**, **Table 6.10** is hereby amended so that it now reads in its entirety as follows:

Table 6.10: Terrace Frontage Type Standards

Site features		Sub-districts: T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
									
Finished floor elevation, first floor (min | max)	A		●	●	●			●	20 in | 36 in (measured from average grade at property line)
						●	●		As required to comply with flood elevation requirements
Terrace standards									
Elevation (min | max)	A		●	●	●	●	●	●	20 in | 36 in
Required encroachment			●	●	●	●	●	●	100 percent of width of façade, at primary frontage, except where driveways are permitted
Depth (max)	B		●	●	●	●	●	●	8 ft (may extend to front property line)
Surfacing			●			●	●	●	Paved or unpaved, with unit masonry or concrete
				●	●				Paved or landscaped
Fences and Walls									
Where allowed			●	●	●	●	●	●	Only where necessary as part of terrace structure or to provide a safety railing
Materials			●	●	●			●	Fences: *Wrought iron style made of iron*, steel or aluminum. Walls: *b*rick, stone or stucco *over masonry*
						●	●		All materials permitted
Awnings									
Material and Type			●	●	●	●	●	●	Fabric, fixed or movable
Primary frontage, span	Ground floor		●	●	●	●	●	●	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors		●	●	●	●	●	●	Shall cover only a window/door and match width of window/door
Primary frontage, projection			●	●	●	●	●	●	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft
Secondary frontages			●	●	●	●	●	●	Permitted only over doors, max 6 feet projection
Clearance			●	●	●	●	●	●	Min 8 ft over sidewalk or terrace, set back at least 2 ft from curb
Frontage									
Walkways				●					One per secondary entrance, max width 5 ft
Building foundations			●	●	●			●	Brick stone, or stucco pier and inset fill-panel construction, or chain wall construction with panels inset to resemble pier and infill panel construction. Infill between piers shall be brick, stone, stucco, wood lattice, or vertical wood picket and shall be recessed so that piers protrude from the infill
						●	●		No limitations

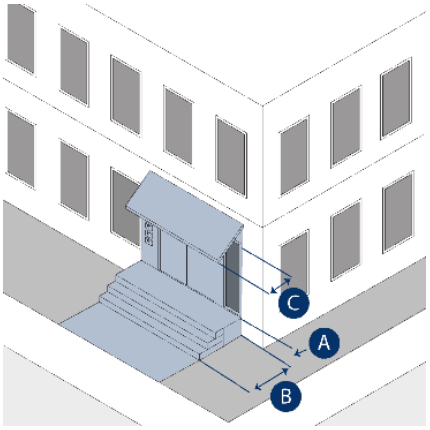
LL. Section 6. Frontage Standards, paragraph **H.2.**, **Table 6.11** is hereby amended so that it now reads in its entirety as follows:

Table 6.11: Stoop Frontage Type Standards

Site features		Sub-districts							
		T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (min | max)	A	●	●	●				●	20 in | 36 in (measured from average grade at property line)
						●	●		As required to comply with flood elevation requirements
Stoop standards									
Stoop required		●	●	●		●	●	●	Stoop is required to be provided *at the primary entrance. Stoops at secondary entrances may be provided*
Elevation (min | max)	A	●	●	●		●	●	●	20 in | 36 in above sidewalk grade
Depth (min | max)	B	●	●	●		●	●	●	4 ft | 6 ft
Encroachment, Stoop		●	●	●		●	●	●	Stoop encroach into front setback at principal entrance or be recessed into the building façade
Encroachment, Steps									Steps that provide access to porch or stoop may encroach up to property line
Coverage		●	●	●		●	●	●	Optional roof structure supported by columns or wall brackets
Fences and Walls									
General Standards				●					Iron fence with or without masonry piers at front property line is permitted
Walkways									
Walkways				●					One permitted per entrance, with a maximum width of 5 ft
Frontage									
Surfacing		●	●	●		●	●	●	Frontage may be paved up to 100 percent of area, using unit masonry or concrete

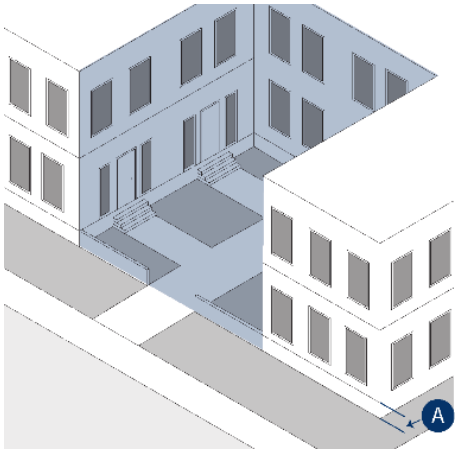
MM. Section 6. Frontage Standards, paragraph **I.2.**, **Table 6.12** is hereby amended so that it now reads in its entirety as follows:

Table 6.12: Common Entry Frontage Type Standards

Site features			Sub-districts							
			T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (min | max)		Ⓐ		●	●				●	n/a | *30* in (measured from average grade along the facade)
							●	●		As required to comply with flood elevation requirements
Encroachment depth (max)										
Stairs		Ⓑ		●	●		●	●	●	May encroach up to property line
Fences and Walls										
General Standards					●					Fence made of iron, steel, or aluminum that appears to be iron, with or without masonry piers, at front property line is permitted
Awnings										
Material and Type				●	●		●	●	●	Fabric, fixed or movable
Primary frontage, span	Ground floor			●	●		●	●	●	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors			●	●		●	●	●	Shall cover only a window/door and match width of window/door
Primary frontage, projection		Ⓒ		●	●		●	●	●	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft
Secondary frontages				●	●		●	●	●	Permitted only over doors, max 6 feet projection
Clearance				●	●		●	●	●	Min 8 ft over sidewalk or terrace, set back at least 2 ft from curb
Walkways					●					One permitted per entrance, with a maximum width of 5 ft
Frontage										
Surfacing				●	●		●	●	●	Frontage may be paved up to 100 percent of area, using unit masonry or concrete

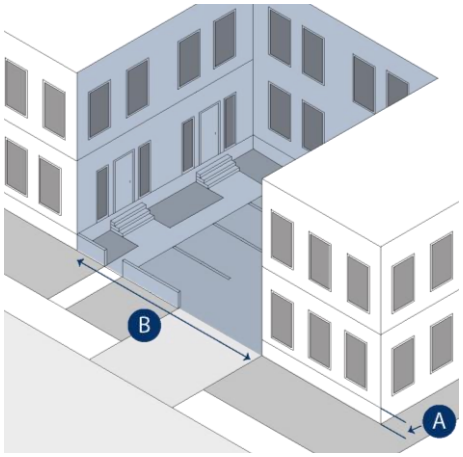
NN. **Section 6. Frontage Standards**, paragraph **J.2.**, **Table 6.13** is hereby amended so that it now reads in its entirety as follows:

Table 6.13: Pedestrian Forecourt Frontage Type Standards

Site features			Sub-districts: T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (min | max)		A	●	●					●	18 in (except 0 in at entry) (measured from average grade along the facade)
							●	●		As required to comply with flood elevation requirements
Entry courtyard										
Location			●	●			●	●	●	Principal entrance
Area, max			●	●					●	600 sq ft
							●	●		1,600 sq ft
Design			●	●			●	●	●	Bound by building facades on at least two sides
Build out			●	●			●	●	●	The width of the entry courtyard shall count towards frontage build out (see Section 6.C.1 above)
Awnings and canopies										
Material and Type	Awning		●	●			●	●	●	Fabric, fixed or movable
	Canopy		●	●			●	●	●	Fixed, metal or wood
Awnings and canopies, primary frontage, span	Ground floor		●	●			●	●	●	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors		●	●			●	●	●	Shall cover only a window/door and match width of window/door
Awnings and canopies, primary frontage, projection			●	●			●	●	●	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft
Awnings and canopies, secondary frontages			●	●			●	●	●	Permitted only over doors, max 6 feet projection
Awnings and canopies, setback			●	●			●	●	●	Set back at least 2 ft from curb
Clearance			●	●			●	●	●	Min 8 ft over sidewalk

OO. Section 6. Frontage Standards, paragraph **K.2.**, **Table 6.14** is hereby amended so that it now reads in its entirety as follows:

Table 6.14: Vehciular Forecourt Frontage Type Standards

Site features			Sub-districts							
			T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (max)		Ⓐ	●						●	18 in (except 0 in at entry) (measured from average grade along the facade)
							●	●		As required to comply with flood elevation requirements
Entry courtyard										
Location			●				●	●	●	Principal entrance
Area, max			●				●	●	●	1,600 sq ft
Width, max		Ⓑ	●				●	●	●	50% of width of facade
Design			●				●	●	●	Bound by building facades on at least two sides
Surfacing			●				●	●	●	Paved or unpaved, with unit masonry or concrete
Build out										The width of the entry courtyard shall count towards frontage build out (see Section 6.C.1 above)
Awnings and canopies										
Material and type	Awning		●				●	●	●	Fabric, fixed or movable
	Canopy									Fixed, metal or wood
Awnings, primary frontage, span	Ground floor		●				●	●	●	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors		●				●	●	●	Shall cover only a window/door and match width of window/door
Awnings, primary frontage, projection			●				●	●	●	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft *Awnings on vehicular forecourt frontages may extend 12 feet except where installed as a porte-cochere in which case the maximum depth is 30 feet.*
Awnings, secondary frontages			●				●	●	●	Permitted only over doors, max 6 feet projection
Awnings, setback			●				●	●	●	Set back at least 2 ft from curb
Clearance			●				●	●	●	Min 8 ft over sidewalk

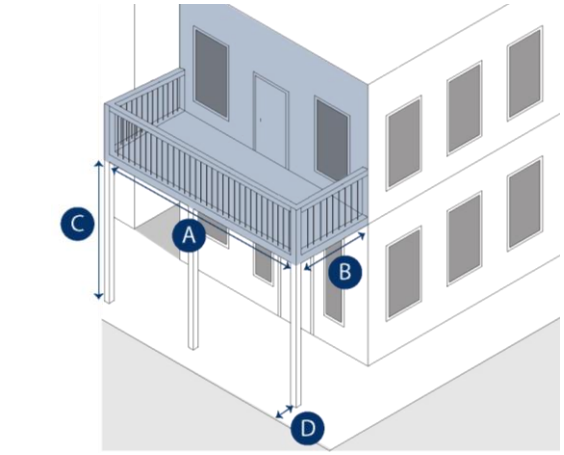
PP. **Section 6. Frontage Standards**, paragraph **L.2.** is hereby amended so that it now reads in its entirety as follows:

2. Standards

   Development using a gallery frontage type shall comply with the standards in Table 6.15: Gallery Frontage Type Standards. *A gallery frontage may include all elements of a shopfront frontage.*

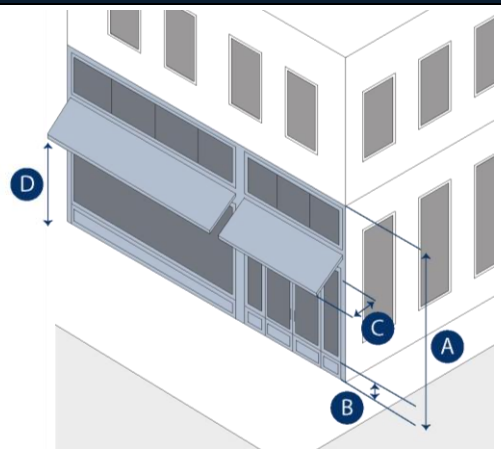
QQ. Section 6. Frontage Standards, paragraph **L.2.**, **Table 6.15** is hereby amended so that it now reads in its entirety as follows:

Table 6.15: Gallery Frontage Type Standards

Site features		Sub-districts							
		T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (max)	A	●	●						18 in (except 0 in at entry) (measured from average grade along the facade)
						●	●		As required to comply with flood elevation requirements
Gallery, general									
Depth, min.	B	●	●			●	●		7 ft
Height, min.	C	●	●			●	●		12 ft
Encroachment	B	●	●			●	●		May encroach within public right-of-way with a right-of-way permit, provided a minimum 5-ft-wide clear pedestrian path is maintained along the public sidewalk
Span, min.		●	●						80% of façade without gaps
Columns		●	●						Required, centered on spandrel beam, constructed of round metal, diameter of between 3 and 6 in, with a base, shaft, and capital. *Upper story columns and railing posts shall align with columns below*
Column, location	B D	●	●						Min. 7 ft from façade, Min. 2 ft from curb
Gallery deck, configuration		●	●						Max 9 inches thick (including all structures and surface) and exposed
Gallery deck, location		●	●						Located above top of transom windows
Gallery, materials		●	●						Upper story railings shall be painted metal
Lighting		●	●			●	●		Where a gallery interrupts street lighting, a minimum of one-half (1/2) foot candle of lighting shall be provided within the gallery
Frontage									
Walkways									One per secondary entrance, max width 5 ft
Building foundations		●	●						Brick stone, or stucco pier and inset fill-panel construction, or chain wall construction with panels inset to resemble pier and infill panel construction. Infill between piers shall be brick, stone, stucco, wood lattice, or vertical wood picket and shall be recessed so that piers protrude from the infill
						●	●		No limitations
Surfacing		●	●			●	●		*Frontage may be paved up to 100 percent of area, using unit masonry or concrete*

RR. **Section 6. Frontage Standards**, paragraph **M.2.**, **Table 6.16** is hereby amended so that it now reads in its entirety as follows:

Table 6.16: Shopfront Frontage Type Standards



Site features		Sub-districts							
		T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (max)		●	●	●				●	18 in (except 0 in at entry) (measured from average grade along the facade)
						●	●		As required to comply with flood elevation requirements
Shopfront, design									
Configuration		●	●	●				●	Shall be designed with a bulkhead, display window, and transom (see *Figure 6.1: Shopfront Design Illustration*)
Height (min)	A	●	●	●				●	16 ft (measured from grade to top of base cornice)
Bulkhead, height (min | max)	B	●	●	●				●	18 in | 30 in
Transom windows, configuration		●	●	●				●	Include dividing muntins and no signage
Signs		●	●	●				●	Individual storefront signs that are mounted onto the façade shall be installed above transom window
Recessed entry		●	●	●		●	●	●	May be recessed up to 8 ft from façade
Shopfront, Transparency, and coverage									
Transparency of shopfront area, min.		●	●	●		●	●	●	Min 50% along each frontage, calculated by the width of the frontage and the area between the sidewalk grade and bottom of the second floor or roof structure
Coverage, min — Primary frontage		●	●	●		●	●	●	80 percent of frontage length
Coverage, min — Secondary frontage		●	●	●		●	●	●	30 percent of frontage length
Awnings and canopies [1]									
Material and type — Awning		●	◗	●		●	●	●	Fabric, fixed or movable
Material and type — Canopy		◗	◗	◗		◗	◗	◗	Fixed, metal or wood
Awnings, primary frontage, span — Ground floor		●	◗	●		●	●	●	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
Awnings, primary frontage, span — Other floors		●	◗	●		●	●	●	Shall cover only a window/door and match width of window/door
Awnings, primary frontage, projection	C	●	◗	●		●	●	●	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft
Awnings, secondary frontages		●	◗	●		●	●	●	Permitted only over doors, max 6 feet projection
Awnings, setback		●	◗	●		●	●	●	Set back at least 2 ft from curb
Clearance	D	●	◗	◗		●	●	●	Min 8 ft over sidewalk
Frontage									
Surfacing		●	●	●		●	●	●	Frontage may be paved up to 100 percent of area, using unit masonry or concrete

[1] Awnings and canopies are only permitted on shopfront frontages that are not combined with other frontage types.

SS. **Section 6. Frontage Standards**, paragraph **M.2.** is hereby amended to add ***Figure 6.1: Shopfront Design Illustration*** so that it now reads in its entirety as follows:

Figure 6.1: Shopfront Design Illustration

	Cornice: Trim required at the eave or top of parapet. May include one or more habitable floors for buildings over six stories. *Shaft:* Determined by the building height. *Base:* A minimum of 16 feet in height as measured from the average sidewalk grade at the building frontage. For buildings over six stories, the base should extend to the vertical extent of the second story

TT. **Section 7. Building Design and Material Standards**, paragraph **A.3.** is hereby amended so that it now reads in its entirety as follows:

3. A building shall use the following exterior finish materials:
   (a) Wood or cementitious clapboard;
   (b) Shingles;
   (c) Board and batten;
   (d) Stucco;
   (e) Brick;
   (f) Stone; *or*
   (g) Alternate materials approved in accordance with Section 2.B.1(d), Administrative Deviations.

UU. **Section 9. Definitions and Rules of Construction**, paragraph **A.2.** is hereby amended so that it now reads in its entirety as follows:

2. Buildings and parking structures shall not exceed the maximum height in the applicable sub-district and location in Table 9.2: Maximum Building and Parking Structure Height, *except that a parking structure that is attached to a building or buildings for at least 50 percent of the total building perimeter and 80 percent of the*

building perimeter along a street frontage may exceed the listed height provided it does not exceed the eave height of the attached building or buildings.

VV. Section 9. Definitions and Rules of Construction, paragraph **B.**, definition of "**Fence**" is hereby amended so that it now reads in its entirety as follows:

Fence
A barrier, independent of a building, made of wood picket, wood slat, wood lattice, iron or steel or aluminum that appears to be iron. In the DDD, a fence may be of chain-link only in limited conditions along side and rear yards and never in frontages. See "wall." *A streetscreen is not considered to be a fence for purposes of the DDD.*

WW. Section 9. Definitions and Rules of Construction, paragraph **B.**, definition of "**Streetscreen**" is hereby amended so that it now reads in its entirety as follows:

Streetscreen
A freestanding wall or fence/planting combination built or located along the front property line, or on the same plane with a facade for the purpose of masking views and providing a street wall. *A streetscreen is not considered a fence for purposes of the DDD.*

SECTION TWO:

The amendment of Appendix A, the Downtown Development District regulations set forth in the Unified Development Code, Chapter 64, shall upon adoption and publication as required by law, be effective on **July 20, 2026**.

APPROVED:

_____

CITY CLERK

Attachment

A

Mobile Planning Commission Results Agenda
March 19, 2026 – 2:00 P.M.

ADMINISTRATIVE

Roll Call

x	Mr. John W. "Jay" Stubbs, Jr., Chairman	x	Mr. Matt Anderson (MD)
x	Mr. Kirk Mattei, Vice Chairman	x	Mr. Nick Amberger (AO)
	Ms. Jennifer Denson, Secretary	x	Mr. Josh Woods (CC)
x	Mr. Harry Brislin, IV	x	Mr. Kenny Nichols (S)
x	Mr. Larry Dorsey		Ms. Ellie Edwards (S)
x	Mr. Chad Anderson		
(S) Supernumerary	(MD) Mayor's Designee	(AO) Administrative Official	(CC) City Council Representative

Staff: Peter Toler, Jonathan Ellzey, George Davis, Victoria Burch, Doug Anderson, Stephen Guthrie, Logan Anderson, Bert Hoffman, Shayla Beaco

Adoption of the Agenda: Motion to adopt by Josh Woods. Second by Matt Anderson. Adopted.

Order of Hearing: Agenda items #1 - #7, Agenda item #9, Agenda item #8, Agenda items #10 - #11

HOLDOVERS

1. SUB-003605-2026

Location: 2237 & 2247 Bear Fork Road
Subdivision Name: Resubdivision of Ledian M. Williams Subdivision
Applicant / Agent: Derrick McMillian
Council District: District 1
Proposal: Subdivision of 2 lots, 4.56± acres

Motion to approve by Matt Anderson. Second by Harry Brislin. Approved.

After discussion the Planning Commission Tentatively Approved the request, subject to the following conditions:

1. Retention of the 60-foot-wide right-of-way along Bear Fork Road on the Final Plat;
2. Retention of the lot size labels in both square feet and acres, or the provision of a table on the Final Plat with the same information;
3. Retention of the 25-foot front yard setback along Bear Fork Road on the Final Plat;

4. Removal of side and rear yard setbacks from the Final Plat;
5. Placement of a note on the Final Plat stating no structures are permitted in any easement without permission from the easement holder;
6. Compliance with all Engineering comments noted in the staff report;
7. Compliance with all Traffic Engineering comments noted in the staff report;
8. Compliance with all Urban Forestry comments noted in the staff report;
9. Compliance with all Fire Department comments noted in the staff report; and
10. Full compliance with all other applicable codes and ordinances.

2. SUB-003594-2025

Location: 5070 Old Shell Road
Subdivision Name: The Cottages at Spring Hill Subdivision
Applicant / Agent: 195, LLC
Council District: District 7
Proposal: Subdivision of 6 lots, 0.57± acres

Motion to approve by Matt Anderson. Second by Nick Amberger. Approved.

After discussion the Planning Commission waived Section 9.E.3.(c)(3)b.8.i of the Subdivision Regulations and Tentatively Approved the request, subject to the following conditions:

1. Revision of the plat to depict that a minimum of 30 feet exists between the subject site and the centerline of Old Shell Road;
2. Illustration of the 6-foot minimum building setback line along all street frontages on the Final Plat, excluding the alleys, as measured from any required right-of-way dedication;
3. Illustration of the 25-foot maximum building setback line along all street frontages on the Final Plat, excluding the alleys, as measured from any required right-of-way dedication;
4. Placement of a note on the Final Plat stating that parking is to be accessed by either secondary frontages or alleys wherever possible;
5. Placement of a note on the Final Plat stating that sidewalk and streetscape improvements are to be installed at the time of property development;
6. Retention of the lot size labels in both square feet and acres on the Final Plat, adjusted for any required dedication, or the provision of a table on the Final Plat with the same information;
7. Placement of a note on the Final Plat stating that lots exceeding 4,000 square feet have a maximum of 70% site coverage, while lots less than 4,000 square feet do not have a maximum site coverage allowance;
8. Revision of the plat to remove setbacks from the “Site Data Table”;
9. Placement of a note stating that no structures exceeding three (3) stories tall may be constructed;
10. Placement of a note on the Final Plat stating that all new dwellings must be a minimum of sixty percent (60%) to one hundred percent (100%) of the lot frontage;
11. Compliance with all Engineering comments noted in the staff report;

12. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
13. Compliance with all Urban Forestry comments noted in the staff report; and,
14. Compliance with all Fire Department comments noted in the staff report.

NEW ITEMS

3. SUB-003629-2026

Location: 2449 & 2453 Eslava Creek Parkway
Subdivision Name: Sheet Metal Workers Local Union 441 JATC Subdivision
Applicant / Agent: Thomas E. Fisher, II
Council District: District 2
Proposal: Subdivision of 1 lot, 0.85± acres

Motion to approve by Nick Amberger. Second by Matt Anderson. Approved.

After discussion the Planning Commission waived Section 6.B.9. of the Subdivision Regulations and Tentatively Approved the request, subject to the following conditions:

1. Retention of the lot size in both square feet and acres, or the provision of a table on the Final Plat providing the same information, adjusted for any required dedication;
2. Dedication of the corner radius at the intersection of Eslava Creek Drive and Pinehill Drive in compliance with Section 6.C.6 of the Subdivision Regulations, as approved by the City Engineer and Traffic Engineer;
3. Revision of the plat to illustrate a 25-foot front yard setback along both street frontages.
4. Placement of a note on the Final Plat stating that no structure may be constructed or placed within any easement without the permission of the easement holder;
5. Compliance with all Engineering comments noted in the staff report;
6. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
7. Compliance with all Urban Forestry comments noted in the staff report; and,
8. Compliance with all Fire Department comments noted in the staff report.

4. SUB-003632-2026

Location: 360 Palmetto Street
Subdivision Name: Holiday Inn Relo Tower Subdivision
Applicant / Agent: Shawn Blassingill, Municipal Communications, LLC (Patton Hahn or Mary Palmer, Baker Donelson Law Firm, Agent)
Council District: District 2
Proposal: Subdivision of 2 lots, 0.14± acres

Motion to approve by Harry Brislin. Second by Chad Anderson. Approved.

After discussion the Planning Commission Tentatively Approved the request, subject to the following conditions:

1. Retention of the 50-foot-wide street right-of-way labels along both streets on the Final Plat;
2. Retention of the lot numbers on the Final Plat;
3. Revision of the plat to illustrate a 25-foot minimum front yard setback line along both street frontages on the Final Plat;
4. Retention of the lot size labels in both square feet and acres, or the furnishing of a table on the Final Plat providing the same information;
5. Placement of a note on the Final Plat stating that no structure may be placed or constructed within any easement without the permission of the easement holder;
6. Compliance with all Engineering comments noted in the staff report;
7. Placement of a note on the Final Plat stating the Traffic Engineering comments noted in the staff report;
8. Compliance with all Urban Forestry comments noted in the staff report; and
9. Compliance with all Fire Department comments noted in the staff report.

5. SUB-003642-2026

Location: 5536 Sermon Road West, and 5660 & 5680 Sermon Road North
Subdivision Name: Willis-Sermon Connector Subdivision
Applicant / Agent: Ramshead, LLC
Council District: District 4
Proposal: Subdivision of 2 lots, 1.04± acres

Motion to holdover by Jay Stubbs. Second by Matt Anderson. Heldover until the May 21, 2026, meeting.

After discussion the Planning Commission heldover the request until the May 21st meeting, with all required revisions and fees submitted by May 3rd, to allow the applicant time to address the following:

1. Revise the application to reflect a three (3)-lot subdivision, including the area of Collins Property Subdivision as the third lot;
2. Revise the plat to include the Common Area of Collins Subdivision, First Addition, within the boundaries of the proposed subdivision;
3. Obtain written consent from all property owners within Collins Subdivision, First Addition, for submission of the application, as the Common Area must be included; and
4. Re-advertise the subdivision request as a three (3)-lot subdivision, including notifying property owners adjacent to and across public streets from the Collins Property Subdivision area, as well as all property owners within Collins Subdivision, First Addition.

6. SUB-003647-2026

Location:	720 Museum Drive
Subdivision Name:	Armory Subdivision
Applicant / Agent:	Phillip Burton or Kathy Sherman, Museum Partners, LLC
Council District:	District 7
Proposal:	Subdivision of 3 lots, 4.56± acres

Kenny Nichols recused.

Motion to approve by Harry Brislin. Second by Nick Amberger. Approved.

After discussion the Planning Commission waived Section 9.E.3.(c)(3)b.8. of the Subdivision Regulations (for turning lanes on Museum Drive and North McGregor Avenue, planting strips, tree counts and spacing) and Tentatively Approved the request, subject to the following conditions:

1. Submittal of the required copies of the recorded Fort Hardman Subdivision, Resubdivision of Lots 1 & 2 to staff prior to the signing of the new plat;
2. Retention of the existing right-of-way widths on the Final Plat, as depicted on the preliminary plat;
3. Retention of the lot sizes in both square feet and acres, or the provision of a table on the Final Plat with the same information;
4. Retention of the principal building façade build-to zone between six-feet (6') and eighteen-feet (18') from the front property line along both street frontages;
5. Provision of a right turn lane, as recommended by the Traffic Impact Study, and as by the applicant;
6. Provision of a streetscape consistent with other developments in the Village of Spring Hill, as proposed by the applicant;
7. Provision of six (6) frontage trees along North McGregor Avenue, as proposed by the applicant;
8. Compliance with all Engineering comments noted in the staff report;
9. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
10. Compliance with all Urban Forestry comments noted in the staff report; and,
11. Compliance with all Fire Department comments noted in the staff report.

7. SUB-003650-2026

Location:	2200 Green Street
Subdivision Name:	Resubdivision of Lots 4, 5, 6, 7 and 8, Block D, Division 7, Owens, Sims, Griffin, & Earle Subdivision of the St Louis Tract Subdivision
Applicant / Agent:	Karlos Finley, Africatown Redevelopment Corporation
Council District:	District 2
Proposal:	Subdivision of 3 lots, 0.54± acres

Kirk Mattei recused.

Motion to approve by Harry Brislin. Second by Matt Anderson. Approved.

After discussion the Planning Commission waived Section 6.B.9. of the Subdivision Regulations and Tentatively Approved the request, subject to the following conditions:

1. Retention of the 25-foot corner radius on Lot 1 where Green Street and Susie Ansley Street intersect;
2. Retention of the lot size labels in both square feet and acres, adjusted for any required dedication, or the provision of a table on the Final Plat with the same information;
3. Retention of at least a 5-foot front yard setback along each street frontage, adjusted for any required dedication;
4. Removal of the side and rear yard setbacks from the Final Plat;
5. Placement of a note on the Final Plat stating development of the site is subject to the applicable provisions of Article 11 of the UDC regarding the Africatown Overlay and Africatown Safety Zone regulations;
6. Compliance with all Engineering comments noted in the staff report;
7. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
8. Compliance with all Urban Forestry comments noted in the staff report; and
9. Compliance with all Fire Department comments noted in the staff report.

8. SUB-003627-2026

Location: 1805 Larkwood Drive
Subdivision Name: Larkwood Miller Lane Subdivision
Applicant / Agent: Chance A. Lane
Council District: District 1
Proposal: Subdivision of 4 lots, 0.74± acres

Motion to approve by Matt Anderson. Second by Harry Brislin. Approved.

After discussion the Planning Commission Tentatively Approved the request, subject to the following conditions:

1. Retention of the 50-foot-wide right-of-way along Larkwood Drive, as depicted on the preliminary plat;
2. Revision of the plat to illustrate dedication sufficient to provide 25 feet from the centerline of Harris Road, unless a waiver of Section 6.B.9. of the Subdivision Regulations is approved;
3. Retention of the lot sizes in both square feet and acres, or the provision of a table on the Final Plat providing the same information, adjusted for any required dedication;
4. Retention of the required 25-foot front yard setback along all street frontages, in compliance with Article 2, Section 64-2-10.E. of the UDC and Section 6.C.8. of the Subdivision Regulations, adjusted for any required dedication;
5. Compliance with all Engineering comments noted in the staff report;

6. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
7. Compliance with all Urban Forestry comments noted in the staff report; and,
8. Compliance with all Fire Department comments noted in the staff report.

9. SUB-003648-2026

Location: 1105, 1107, 1109, 1111, 1113, & 1115 Edwards Street
Subdivision Name: Resubdivision of the Plat of Henry Cisco Subdivision
Applicant / Agent: Karlos Finley, Africatown Redevelopment Corporation
Council District: District 2
Proposal: Subdivision of 4 lots, 0.47± acres

Kirk Mattei recused.

Motion to approve by Matt Anderson. Second by Harry Brislin. Approved.

After discussion the Planning Commission waived Sections 6.B.9. (for right-of-way dedication), 6.C.2.(a)(1) (for substandard lot area) and 6.C.2.(b)(3) (for substandard lot width) of the Subdivision Regulations and Tentatively Approved the request, subject to the following conditions:

1. Retention of the lot size labels in both square feet and acres, adjusted for any required dedication, or the provision of a table on the Final Plat with the same information;
2. Revision of the plat to illustrate at least a 5-foot front yard setback along Edwards Street, adjusted for any required dedication;
3. Placement of a note on the Final Plat stating development or redevelopment of the site is subject to the applicable provisions of Article 11 of the UDC regarding the Africatown Overlay and Africatown Safety Zone regulations;
4. Compliance with all Engineering comments noted in the staff report;
5. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
6. Compliance with all Urban Forestry comments noted in the staff report; and
7. Compliance with all Fire Department comments noted in the staff report.

10. SUB-SW-003649-2026

Location: 3180 Dauphin Street
Applicant / Agent: Brew Horizons, LLC
Council District: District 1
Proposal: Request to waive the construction of a sidewalk along Dauphin Street.

Motion to approve by Jay Stubbs. Second by Nick Amberger. Approved.

After discussion the Planning Commission approved the Sidewalk Waiver request.

11. MOD-003646-2026

Location: 1879 Conception Street Road
Applicant / Agent: MAWSS (McCrory & Williams, Inc., Agent)
Council District: District 2
Proposal: Major Modification of a previously approved Planned Unit Development allowing multiple structures on a single building site, to allow the construction of two (2) electrical buildings with a combined total area of approximately 1,200 square feet.

Motion to approve by Matt Anderson. Second by Nick Amberger. Approved.

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, with revisions submitted to and approved by the Planning and Zoning Department prior to the application being forwarded to the City Council:

1. Revision of the Final Planned Unit Development (PUD) Site Plan to depict all existing and proposed improvements and demonstrate compliance with the Unified Development Code and the following requirements:

    - Illustration of a minimum 25-foot front yard setback along all public street rights-of-way, whether opened or unopened;
    - Provision of the lot size in both square feet and acres;
    - Depiction of the existing vegetative buffer adjacent to residentially zoned property;

- Retention of the existing chain-link fence;
- Provision of the size (in square feet) of all buildings, tanks, and processing facilities, including the two proposed electrical buildings;
- Inclusion of zoning district information;
- Illustration of parking and traffic circulation, including a table showing required and provided parking spaces;
- Provision of the site's legal description or recorded plat reference;
- Retention of the graphic scale and north arrow;
- Provision of a note stating that the maximum allowable building height in the I-1 zoning district is 45 feet;
- Provision of a note stating that any new site lighting shall comply with Article 3, Section 64-3-9.C of the Unified Development Code;
- Provision of a note stating that any dumpsters placed on the property shall comply with Article 3, Section 64-3-13.A.4 of the Unified Development Code, or alternatively, that curbside waste removal services will be utilized;
- Provision of a note stating that any proposed tree removal shall be coordinated with staff to ensure compliance with applicable tree preservation requirements;
- Provision of a note stating that any signage shall require separate review and permitting through the Planning and Zoning Department, and that illuminated signage shall be installed by a licensed and bonded sign contractor and obtain required electrical permits;
- Provision of a note stating that any future development or redevelopment of the site may require additional PUD modifications subject to review and approval by the Planning Commission and City Council.

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

OTHER BUSINESS

Call for Public Hearing on April 16, 2026, to consider additional amendments to Appendix A, Downtown Development District, of the Unified Development Code, Chapter 64 of the Mobile City Code, 2022.

Motion to approve by Jay Stubbs. Second by Matt Anderson. Approved.

Review of Minutes from the following Planning Commission meetings:

- April 17, 2025

- May 15, 2025
- June 12, 2025
- July 17, 2025
- August 21, 2025

Motion to approve by Jay Stubbs. Second by Matt Anderson. Approved.

Election of Officers

Kirk Mattei made a motion to nominate **Jay Stubbs, Jr., as Chairman** of the Planning Commission. The motion was seconded by Nick Amberger. Jay Stubbs then made a motion to nominate **Kirk Mattei as Vice Chairman** and **Jennifer Denson as Secretary** of the Planning Commission.

With no additional nominations or opposition for the offices of Chairman, Vice Chairman, or Secretary, the slate of nominees was elected by acclamation by the members present.

Attachment

B

LEGALS 251.866.5998 legals@thecallnews.com

PROBATE COURT NOTICES

NOTICE OF ESTATE ADMINISTRATION
PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of STEVEN EDWIN WHITEHURST
Case No. 2025-2335
Take notice that Letters of Administration have been granted to the below named party on the 2nd day of March, 2026 by the HONORABLE C. MARK ERWIN, Judge of Probate of Mobile County Probate Court, Alabama and that all parties having claims against said estate should file the same with the Probate Court of said county within the time allowed by law, or they iwill be barred.
LEAH ANN WHITEHURST as Administratrix of the estate of STEVEN EDWIN WHITEHURST, deceased
Attorney of Record:
RICHARD E. SHIELDS, Esq.
Call News March 11, 18, 25, 2026

NOTICE OF ESTATE ADMINISTRATION
PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of MITTIE LAW AKA MITTIE ANN LAW, Deceased
Case No. 2025-2265
Take notice that Letters Testamentary have been granted to the below named party on the 19th day of November, 2025 by the HONORABLE C. MARK ERWIN, Judge of Probate of Mobile County Probate Court, Alabama and that all parties having claims against said estate should file the same with the Probate Court of said county within the time allowed by law, or they will be barred.
CARNEL CLEVELAND as Executor under the last will and testament of MITTIE LAW AKA MITTIE ANN LAW, Deceased
Attorney of Record:
Samuel R. Perloff, Esq.
7121 Kenny Lundy Rd
Theodore, AL 36582
Call News March 11, 18, 25, 2026

NOTICE OF ESTATE ADMINISTRATION
PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of WILLIAM R. PATTON AKA WILLIAM ROBERT PATTON, Deceased
Case No. 2025-2368
Take notice that Letters Testamentary have been granted to the below named party on the 26th day of February, 2026 by the HONORABLE C. MARK ERWIN, Judge of Probate of Mobile County Probate Court, Alabama and that all parties having claims against said estate should file the same with the Probate Court of said county within the time allowed by law, or they will be barred.
ROBIN P HAYES as Executrix under the last will and testament of WILLIAM R. PATTON AKA WILLIAM ROBERT PATTON, Deceased
Attorney of Record:
JAMES MICHAEL NEWTON, ESQ.
605 BEL AIR BLVD, SUITE 22
MOBILE, AL 36606
Call News March 11, 18, 25, 2026

NOTICE OF ESTATE ADMINISTRATION
PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of JAMES ORAL WIGGINS, Deceased
Case No. 2025-1522
Take notice that Letters of Administration on the Annexed Will have been granted to the below named party on the 7th day of January, 2026 by the HONORABLE C. MARK ERWIN, Judge of Probate of Mobile County Probate Court, Alabama and that all parties having claims against said estate should file the same with the Probate Court of said county within the time allowed by law, or they will be barred.
ANTHONY M. HOFFMAN Administrator CTA under the last will and testament of JAMES ORAL WIGGINS, Deceased
Attorney of Record:
ANTHONY M. HOFFMAN, ESQ.
P. O. BOX 11
MOBILE, AL 36601
Call News March 11, 18, 25, 2026

NOTICE OF ESTATE ADMINISTRATION
PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of ANTHONY CARL SMITH
Case No. 2025-0289
Take notice that Successor Letters of Administration have been granted to the below named party on the 20th day of November, 2025 by the HONORABLE C. MARK ERWIN, Judge of Probate of Mobile County Probate Court, Alabama and that all parties having claims against said estate should file the same with the Probate Court of said county within the time allowed by law, or they will be barred.
ANTHONY M. HOFFMAN, as Successor Administrator of the estate of ANTHONY CARL SMITH, Deceased
Attorney of Record:
ANTHONY HOFFMAN, ESQ.
Call News March 11, 18, 25, 2026

NOTICE OF ESTATE ADMINISTRATION
PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of LAVERNE ARTHUR
Case No. 2025-2482
Take notice that Letters of Administration have been granted to the below named party on the 2nd day of March, 2026 by the HONORABLE C. MARK ERWIN, Judge of Probate of Mobile County Probate Court, Alabama and that all parties having claims against said estate should file the same with the Probate Court of said county within the time allowed by law, or they will be barred.
SANDRA JOHNSON as Administratrix of the estate of LAVERNE ARTHUR, deceased
Attorney of Record:
PATRICIA ELIZABETH HAMMAN, Esq.,
WILLIAM C. POOLE, Esq.
Call News March 11, 18, 25, 2026

NOTICE OF ESTATE ADMINISTRATION
PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of JOHN S. FOSTER, Deceased
Case No. 2025-2325
Take notice that Letters Testamentary have been granted to the below named party on the 26th day of February, 2026 by the HONORABLE C. MARK ERWIN, Judge of Probate of Mobile County Probate Court, Alabama and that all parties having claims against said estate should file the same with the Probate Court of said county within the time allowed by law, or they will be barred.
TRAVIS POWELL as Executor under the last will and testament of JOHN S. FOSTER, Deceased
Attorney of Record:
Jonathan B. Mabire, Esq.
2053 Dauphin Street
Mobile, AL 36606
Call News March 11, 18, 25, 2026

PROBATE COURT NOTICES

NOTICE OF ESTATE ADMINISTRATION
PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of VELMA BEATRICE ETHERIDGE
Case No. 2025-2446
Take notice that Letters of Administration have been granted to the below named party on the 2nd day of March, 2026 by the HONORABLE C. MARK ERWIN, Judge of Probate of Mobile County Probate Court, Alabama and that all parties having claims against said estate should file the same with the Probate Court of said county within the time allowed by law, or they will be barred.
ULESS GRANT ETHERIDGE as Administrator of the estate of VELMA BEATRICE ETHERIDGE, deceased
Attorney of Record
WESLEY H. BLACKSHER, Esq.
Call News March 11, 18, 25, 2026

COURT PROCEEDING

NOTICE OF COURT PROCEEDING
March 23, 2026
Case No. 2025-0073-1
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of ANDREW APPOLIS ANTONE, Deceased
On to-wit the 4th day of May, 2026 at 11:00 AM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the FINAL SETTLEMENT as filed by JUDINA BRINKLEY ANTONE. NOTICE is hereby given to all parties in interest who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney:
RICHARD E. MATHER
1008 DAUPHIN ST.
MOBILE, AL 36604
Call News March 25 and April 1, 8, 2026

NOTICE OF COURT PROCEEDING
CASE NO. 2026-0373
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Notice of the filing of Petition for Summary Distribution in the estate of Milton Aloysius Andry, Deceased.
Notice is hereby given that a Petition for Summary Distribution has been filed by Steve Andry on March 2, 2026, and that 30 days after the notice of publication hereof and pursuant to law the Court shall be requested to enter an order directing summary distribution of the estate of said decedent.
C. Mark Erwin, Judge of Probate
Attorney:
Thomas R. Boller, Esq.
150 Government Street, Suite 1001
Mobile, AL 36602
Call News March 25, 2026

NOTICE OF COURT PROCEEDING
March 23, 2026
Case No. 2023-1496-4
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of JAWAN LEE MCGEE-DALLAS, Deceased
On to-wit the 11th day of May, 2026 at 2:00 PM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the FINAL SETTLEMENT BY SURETY FOR FORMER PERSONAL REPRESENTATIVE as filed by JET INSURANCE COMPANY. NOTICE is hereby given to all parties in interest who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney:
JAMES J. DUFFY III
PO BOX 1109
MOBILE, AL 36633
Call News March 25 and April 1, 8, 2026

NOTICE OF COURT PROCEEDING
March 19, 2026
Case No. 2025-0005-2
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of JOSEPH PRITCHETT, Deceased
On to-wit the 27th day of April, 2026 at 2:00 PM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the FINAL SETTLEMENT AND REPORT OF INSOLVENCY as filed by ANTHONY M. HOFFMAN. NOTICE is hereby given to all parties in interest who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
Attorney:
ANTHONY M. HOFFMAN
PO BOX 11
Mobile, AL 36601
Call News March 25 and April 1, 8, 2026

NOTICE OF COURT PROCEEDING
March 17, 2026
Case No. 2026-0151
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of ARTHUR JOE LOYA, Deceased
On to-wit the 11th day of May, 2026 at 9:30 AM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the PROBATE OF WILL as filed by SUSAN CLARE MOULTON. NOTICE is hereby given to all parties in interest, specifically NORA EVELIN RODRIQUEZ, RUTH CANALES, who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney:
JEAN M. POWERS
154 S LAWRENCE ST.
MOBILE, AL 36602
Call News March 25 and April 1, 8, 2026

IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
ESTATE OF BUFORD RANDOLPH STRAUSER, Deceased
Case No. 2026-0426
On-to-wit the 4th day of May, 2026 at 9:30 AM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the Court will proceed to consider the PROBATE OF WILL as filed by MARILYN MAXINE STRAUSER. NOTICE is hereby given to all parties in interest, specifically JASON MENGE, TOYE HENSLEY, MARTINE WALTEMATH, DENISE STRAUSER-ROCHEBLAVE, who may appear and contest the same or file a proper responsive pleading thereto if they then think proper.
C. MARK ERWIIN, Judge of Probate
Attorney of Record:
Clifford C. Sharpe, Esq.
307 Morgan Ave.
Mobile, AL 36606
Call News March 25 and April 1, 8, 2026

PROBATE COURT NOTICES

NOTICE OF COURT PROCEEDING
March 16, 2026
Case No. 2022-1745-3
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of ESTHER MENA ROBINSON, Deceased
On to-wit the 11th day of May, 2026 at 11:00 AM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the PETITION FOR FINAL SETTLEMENT as flied by CORNELL MCNEIL SR. NOTICE is hereby given to all parties in interest who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. Mark Erwin, Judge of Probate
Attorney: LUE E SULLIVAN SR
555 A IROQUOIS STREET
CHICKASAW, AL 36611
Call News March 18, 25 and April 1, 2026

NOTICE OF COURT PROCEEDING
March 03, 2026
Case No. 2020-1094-2
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of ALINE JENKINS HOWARD, Deceased
On to-wit the 13th day of April, 2026 at 2:00 PM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the Petition for Final Settlement as filed by PATRICK C. PACKER. NOTICE is hereby given to all parties in interest, specifically MARILYN WILLIAMS, NANCY ROBINSON, who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney:
ARTHUR SHORES LEE
413 16TH STREET NORTH
BIRMINGHAM, AL 35203
Call News March 18, 25 and April 1, 2026

NOTICE OF COURT PROCEEDINGS
April 22, 2026
Case No. 2025-1412
In Re: Logan Eales, Minor
On to-wit, the 22nd day of April, 2026, at 2:00 PM in Courtroom 1, Third Floor, Mobile County Government Center Annex, 151 Government Street, Mobile, Alabama, 36602, the Court will proceed to consider the Amended Petition for Guardianship of Minor Child filed by Wanda King and Byron M. King. Notice is hereby given to all parties in interest, specifically Brian Eales and Daphne Cooley who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. Mark Erwin, Judge of Probate
Attorney:
Eric Tiebauer, Esq.
P.O. Box 1421
Waynesboro, MS 39367
Call News March 18, 25 and April 1, 2026

NOTICE OF COURT PROCEEDINGS
April 22, 2026
Case No. 2025-1413
In Re: Kyler Johnson, Minor
On to-wit, the 22nd day of April, 2026, at 2:00 PM in Courtroom 1, Third Floor, Mobile County Government Center Annex, 151 Government Street, Mobile, Alabama, 36602, the Court will proceed to consider the Amended Petition for Guardianship of Minor Child filed by Wanda King and Byron M. King. Notice is hereby given to all parties in interest, specifically Mark Johnson and Daphne Cooley who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. Mark Erwin, Judge of Probate
Attorney:
Eric Tiebauer, Esq.
P.O. Box 1421
Waynesboro, MS 39367
Call News March 18, 25 and April 1, 2026

NOTICE OF COURT PROCEEDING
February 20, 2026
Case No. 2023-0912-2
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of KIMBERLY DEAN MORRISON, Deceased
On to-wit the 6th day of April, 2026 at 2:00 PM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the FINAL SETTLEMENT as filed by ROBERT MORRISON JR. NOTICE is hereby given to all parties in interest, specifically ROBYN LORRAINE MORRISON, who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
Attorney:
DOUGLAS R. MARTIN
PO BOX 132
CODEN, AL 36523
Call News March 18, 25 and April 1, 2026

NOTICE OF COURT PROCEEDINGS
April 6, 2026
Case No. 2026-0210
In Re: Gary M. Ethridge, Alleged Incapacitated Adult
On to-wit, the 6th day of April, 20261 at 9:00 AM in Courtroom 1, Third Floor, Mobile County Government Center Annex, 161 Government Street, Mobile, Alabama, 36602, the Court will proceed to consider the Petition for Appointment of Volunteer Guardian and Appointment of Conservator filed by the Mobile Infirmary Medical Center. Notice is hereby given to all parties in interest, specifically Amber Broome and Tamara Burke who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. Mark Erwin, Judge of Probate
Attorney Name and Address:
E. Russell March, III, Esq.
1 St. Louis Street, Suite 4000
Mobile, Alabama 36602
Call News March 18, 25 and April 1, 2026

NOTICE OF COURT PROCEEDING
February 27, 2026
Case No. 2021-1024-9
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of PHYLLIS SCOTT, Deceased
On to-wit the 20th day of April, 2026 at 2:00 PM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the FINAL SETTLEMENT as filed by ANTHONY M HOFFMAN. NOTICE is hereby given to all parties in interest who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. Mark Erwin, Judge of Probate
Attorney:
ANTHONY M. HOFFMAN
PO BOX 11
Mobile, AL 36601
Call News March 18, 25 and April 1, 2026

PROBATE COURT NOTICES

NOTICE OF COURT PROCEEDING
March 03, 2026
Case No. 2026-0096
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of CONNIE E. TURPIN, Deceased
On to-wit the 4th day of May, 2026 at 9:30 AM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the PETITION TO PROBATE WILL, PETITION FOR LETTERS OF ADMINISTRATION ON WILL ANNEXED, MOTION TO DISQUALIFY ONE OF TWO SUCCESSOR CO-EXECUTRIXES AND MOTION TO APPOINT COUNTY GENERAL ADMINISTRATOR as filed by MEREDITH LANE TURPIN. NOTICE is hereby given to all parties in interest, specifically AARON RICHARD ELY IV, who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney:
JEAN M. POWERS
154 S LAWRENCE ST.
MOBILE, AL 36602
Call News March 11, 18, 25, 2026

COMPLETION NOTICE

LEGAL NOTICE
Ozark Striping Company hereby gives notice of completion of contract with the Mobile County Commission for construction of Mobile County Project No. MCP-004-25 and ALDOT Project No. RALG-49-2024-049 in Mobile County, AL. This notice will appear for four consecutive weeks beginning on March 18, 2026, and ending on April 8, 2026. All claims should be filed at P.O. Box 847, Ozark, AL 36361, during this period.
Ozark Striping Company
Call News March 18, 25, and April 1, 8, 2026

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION
NOTICE IS HEREBY given that Harwell & Company, LLC has completed the contract for 2025-3005-02, 2024 PAYGO RESURFACING - COMMISSION DISTRICT 2. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Engineering Department, City of Mobile, P. O. Box 1827, Mobile, AL 36633-1827.
Call News March 11, 18, 25 and April 1, 2026

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION
In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given
that S. C. Stagner Contracting, Inc., has completed the contract for the City of Chickasaw - Brooks Park Improvement Project: Phase 2; Kimley-Horn Project No. 142754012. All persons having any claim for labor, material or otherwise in connection with this project should immediately contact the Utilities Board of the City of Chickasaw, 224 N. Craft Highway Chickasaw, AL 36671.
Call News March 4, 11, 18, 25, 2026

ELECTION NOTICE

PUBLIC NOTICE OF ELECTION
PETITION FOR SERVICE CHARGE INCREASE SEVEN HILLS FIRE DISTRICT
In accordance with a petition heretofore filed with the Probate Court, an election will be held on Tuesday, March 31, 2026, on a Petition for Increase of Service Charge filed by the Board of Trustees of the Seven Hills Fire District. A copy of said petition, map and a legal description of the proposed fire district area are available for public inspection during regular business hours at the Probate Court's Election Center.
The election will be held between the hours of 7:00 a.m. and 7:00 p.m. at the Seven Hills Fire Station, 3650 Newman Road, Mobile, Alabama on Tuesday, March 31, 2026.
Qualified electors residing within the boundaries of the proposed fire district will be allowed to cast their vote for rejection or approval of an increase in service charge.
Currently, a service charge is assessed to the property owners of the Seven Hills Fire District as follows:
· $70.00 per residence/business except those residences exempt from property tax under Act 48 and Act 91.
Shall there be an increase in the service charge assessed to the property owners of the Seven Hills Fire District to the following amounts:
· $150.00 per residence/business except those residences exempt from property tax under Act 48 and Act 91.
This notice is given pursuant to Act No. 90-697 and Act No. 2009-358.
C. MARK ERWIN
Judge of Probate
Call News March 11, 18, 25, 2026

STORAGE SALE

The Following Tenant's Personal property (general household goods) will be disposed or sold to satisfy landlord's lien April 8, 2026 at Noon.
Community Storage 3958 Snow Rd N Semmes, AL 36575
UNIT A35 RIGGINS DOVER ST SEMMES 36575
UNIT C28 RIGDON PANHANDLE CT SEMMES 36575
UNIT A39 EASTERLING LOTT RD WILMER 36587
Call News March 25 and April 1, 2026

Extra Space Storage will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated:
7997: 5441 US-90, Mobile, AL 36619
Auction Date: 4/03/2026 at 1:15 PM
Units: 1122, 1173
Auction will be listed and advertised on www.storagetreasures.com. Purchases must be made with cash only and paid at the above referenced facility to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase until the winning bidder takes possession of the personal property.
Call News March 25, 2026

OTHER PUBLIC NOTICES

Extra Space Storage will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated:
7926: 3679 Airport Blvd, Mobile, AL 36608
Auction Date: 4/03/2026 at 12:30 PM
Units: 2022, 3284
Auction will be listed and advertised on www.storagetreasures.com. Purchases must be made with cash only and paid at the above referenced facility to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase until the winning bidder takes possession of the personal property.
Call News March 25, 2026

Extra Space Storage will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated:
7403: 429 Bel Air Blvd, Mobile, AL 36606
Auction Date: 4/03/26 at 12:00 PM
Units: 1014, 1070, 1279, 206, 300, 6
Auction will be listed and advertised on www.storagetreasures.com. Purchases must be made with cash only and paid at the above referenced facility to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase until the winning bidder takes possession of the personal property.
Call News March 25, 2026

Extra Space Storage will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated:
3259: 8781 Airport Blvd, Mobile, AL 36608
Auction Date: 4/03/2026 at 11:00 AM
Units: A57, K687, K825
Auction will be listed and advertised on www.storagetreasures.com. Purchases must be made with cash only and paid at the above referenced facility to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase until the winning bidder takes possession of the personal property.
Call News March 25, 2026

BILL

A BILL
TO BE ENTITLED
AN ACT
Relating to Mobile County; to alter, rearrange, and extend the boundary lines and corporate limits of the City of Semmes in Mobile County.
BE IT ENACTED BY THE LEGISLATURE OF ALABAMA: Section 1. The boundary lines and corporate limits of the City of Semmes in Mobile County are altered and rearranged to include within the corporate limits of the municipality, in addition to the lands now included, all of the following territory:
Parcel 1
BEG AT NE COR OF SE 1/4 OF SEC 21 T3S R3W RUN S 500 FT TO A PT TH W 261.0 FT T PT N 500 FT TO A PT ON N LINE OF SE QTR OF SEC 21 TH RUN E 261.0 FT TO POB LESS TH PT INTO R/W Parcel Number: 2405210001027.000 Key Number: 362878
Parcel 2
COMG AT PT ON N/L OF E 1/2 OF NE 1/4 OF SE 1/4 SEC 21 T3S R3W WHICH IS 261 FT W OF NE COR OF SE 1/4 OF SEC 21 & RUN THEN W 399 FT M/L TO NW COR OF E 1/2 OF NE 1/4 OF SE 1/4 SEC 21 & RUN THEN S 1285 FT(S) TH E 660 FT TO PT ON E/L SD SEC 21 & RUN THEN N ALG E/L SEC 21 820 FT TO PT RUN THEN W 261 FT TO PT THEN RUN N 500 FT POB LESS PT TO R/W OF SNOW RD & BROUGHTON RD & ALSO SW 1/4 OF NE 1/4 OF SE 1/4 SEC 21 T3S R3W #SEC 21 T3S R3W #MP24 05 21 0 001 Parcel Number: 2405210001028.000 Key Number: 362887
Parcel 3
COM AT SW COR OF NW 1/4 OF SE 1/4 OF SEC 21 T3S R3W TH RUN S 89 DEG 41 MIN 00 SEC E ALG N/L OF CHURCHILL DOWNS 2ND UNIT 210 FT TO A PT TH RUN N 00 DEG 01 MIN 45 SEC E 210 FT TO POB OF PPTY HEREIN DESC TH CONT N 00 DEG 01 MIN 45 SEC E 322 FT TO A PT TH RUN S 89 DEG 41 MIN 00 SEC E 450 FT TO A PT TH RUN S 00 DEG 01 MIN 45 SEC W 532 FT TO A PT TH RUN N 89 DEG 41 MIN 00 SEC W ALG N/L OF SD SUB 240 FT TO A PT TH RUN N 00 DEG 01 MIN 45 SEC E 210 FT TO A PT TH RUN N 89 DEG 41 MIN 00 SEC W 210 FT TO POB Parcel Number: 2405210001032.02 Key Number: 362958
Parcel 4
BEG AT SW COR OF NW 1/4 OF SE 1/4 OF SEC 21 T3S R3W RUN N 00 DEG 01 MIN 45 SEC E 532.0 FT TO PT TH RUN S 89 DEG 41 MIN 00 SEC E 210. 0 FT TO PT TH RUN S 00 DEG 01 MIN 45 SEC W 532.0 FT TO PT TH RUN N 89 DEG 41 MIN 00 SEC W ALG N/L OF CHURCHILL DOWNS 2ND UNIT 210 FT TO PT OF BEG CONTG 2.56 ACS #SEC 21 T3S R3W #MP24 05 21 0 001 Parcel Number: 2405210001032.001 Key Number: 1891643
Parcel 5
FROM NW COR OF SE 1/4 OF SEC 21 T3S R3W THEN RUN S 00 DEG 21 MIN 03 SEC E 25.88 FT TO PT ON S/L OF BROUGHTON RD THEN S 88 DEG 38 MIN 09 SEC E ALNG SAID S/L 125.05 FT TO POB OF PPTY DESC HEREIN THEN S 88 DEG 38 MIN 09 SEC E 20 FT TO PT THEN S 00 DEG 00 MIN 53 SEC W 470.88 FT TO PT THEN E 521.38 FT TO PT THEN S 00 DEG 17 MIN 39 SEC E 295.36 FT TO PT THEN N 89 DEG 58 MIN 06 SEC W 662.96 FT TO PT THEN N 00 DEG 21 MIN 03 SEC W & ALNG W/L OF NW 1/4 OF SE 1/4 OF SEC 21 T3S R3W 295 FT TO PT THEN E 121.8 Parcel Number: 2405210001033.000 Key Number: 362967
Parcel 6
FROM THE NW COR OF THE NW 1/4 OF THE SE 1/4 OF SEC 21 T3S R3W RUN S 26 FT TO A PT ON THE S ROW LINE OF BROUGHTON RD FOR THE POB TH N 88 DEG 38 MIN 09 SEC W ALG THE S ROW LINE OF BROUGHTON RD 157.46 FT THE S 00 DEG 21 MIN 03 SEC E 397.75 FT TH E 154.98 FT TH N 394 FT TO THE POB #SEC 21 T3S R3W #MP24 05 21 0 001 Parcel Number: 2405210001037.001 Key Number: 2035014 Section 2. In accordance with Section 11-42-6 of the Code of Alabama 1975, a map showing the proposed territory to be altered, rearranged, and extended from the City of Semmes is on file and open to public inspection in the Office of the Judge of Probate in Mobile County, Alabama.
Section 3. This act shall become effective on October 1, 2026.
Call News March 4, 11, 18, 25, 2026

OTHER PUBLIC NOTICES

PUBLIC HEARING

NOTICE OF PUBLIC HEARING TO amend Appendix A, Downtown Development District, of the Unified Development Code, Chapter 64 of the Mobile City Code, 2022
NOTICE is hereby given that at 2:00 p.m. on Thursday, April 16, 2026, in the Auditorium of Mobile Government Plaza, 205 Government Street, Mobile, Alabama, the City of Mobile Planning Commission will hold a public hearing and take public comment on whether the Commission should recommend to the Mobile City Council amendments of Appendix A, Downtown Development District, of the City of Mobile Unified Development Code, adopted July 12, 2022 by the City Council.

The proposed amendments to Appendix A include the establishment of the minor deviation administrative process for staff and applicants, identifies the process for development in SD districts, clarifies curb-cut requirements for access to parking lots from primary and secondary frontages as well as the location of the parking lots in relation to the façade of the principal building, clarifies the screening requirements for surface parking lots and parking structures, reintroduces the screening requirements for rooftop equipment, clarifies the design intent of metal fences, reintroduces signage and façade illustrative graphics, and corrects regulatory text, typographical and reference errors and omissions.

Amendments are proposed to the following Sections of Appendix A:

Section 1. General Provisions
Section 2. Administrative Procedures
Section 3. Zoning Sub-Districts
Section 5. Development Standards
Section 6. Frontage Standards
Section 7. Building Design and Material Standards
Section 9. Definitions and Rules of Construction

No amendments are proposed for Section 4. Use Regulations or Section 8. Nonconformities.

The amendments can be viewed on the City of Mobile's website at: https://mapformobile.org/udc/

A copy of the proposed amendments are available for public inspection in the Third Floor Lobby of Mobile Government Plaza, South Tower, 205 Government Street, Mobile, Alabama 36602.

Those desiring to submit written comments may email them to planning@cityofmobile.gov, submit them through the website noted above, or mail them to Planning and Zoning Department, City of Mobile, P.O. Box 1827, Mobile, Alabama 36633, or may deliver them to the City of Mobile Planning and Zoning Department, Mobile Government Plaza, South Tower, Third Floor, 205 Government Street, Mobile, Alabama 36602. Written comments must be received by noon on Friday, April 10, 2026.
Call News March 25 and April 1, 8, 2026

NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA
PURSUANT TO THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MOBILE, adopted the 12th day of July 2022, as amended, the City of Mobile's Board of Zoning Adjustment will hold a Public Hearing on **April 6, 2026, at 2:00 p.m.** to consider a request at **2308 Ashland Place Avenue**, for a **Setback Variance to allow reduced side street side yard setbacks in an R-1, Single-Family Residential Urban District located within a locally regulated historic district; the Unified Development Code (UDC) requires R-1, Single-Family Residential Urban District corner lots within locally regulated historic districts to have setbacks no less than the side street side yard setback of other corner lots, along the same side of the street.**

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

This notice is to advise you of the public hearing so that you may attend the meeting or otherwise present your views to the Board concerning this request. Board of Zoning Adjustment meetings are live streamed at https://www.cityofmobile.org/government/city-council/livestream/. Email your comments to planning@cityofmobile.org or upload your comments to the web portal at https://www.buildmobile.org/board-of-adjustment/.

All comments must be submitted by **2 p.m.** on **Friday, April 3, 2026**, to provide adequate time for Board members to review the information.

Dated this **9th day of March 2026.**

BOARD OF ZONING ADJUSTMENT
Call News on March 25, 2026, and April 1, 2026

NEED TO PUBLISH A LEGAL NOTICE SEND TO
legals@thecallnews.com
DEADLINE 5 P.M. MONDAY FOR WEDNESDAY'S PUBLICATION

LEGALS 251.866.5998 legals@thecallnews.com

OTHER PUBLIC NOTICES

PUBLIC HEARING

NOTICE TO INTERESTED PROPERTY OWNERS
CITRONELLE PLANNING COMMISSION
REZONING HEARING

The Citronelle Planning Commission has scheduled a public hearing for discussion of re-zoning property located in the Lonnie Walker Road area. Proposed re-zoning requested is to change to Residential (R-I) classification from the current Industrial Manufacturing (IM) classification. The hearing will be held on Tuesday, April 21, 2026, in the Citronelle Municipal Complex Auditorium starting at 5:30 p.m. All interested persons for or against will be given an opportunity to express their opinions.

Call News April 1, 2026

NOTICE OF PUBLIC MEETING
Title VI Indian Education – Public Hearing
May 1, 2025 at 5:30 p.m.

Meeting will take place at the Choctaw Nation of Indians Tribal Office of the Chief located at 18930 Highway 43, Mt. Vernon, Alabama 36560.

All parents and guardians of Native American Indian Students of Mobile County, Alabama are invited to attend this hearing to discuss next year's grant proposal.

Questions or Concerns:
Chief Darby Weaver
Choctaw Nation of Indians
1-877-4-CHOCTAW (1-877-424-6282)

Call News April 1, 8, 15 2026

NOTICE OF PUBLIC HEARING TO amend Appendix A, Downtown Development District, of the Unified Development Code, Chapter 64 of the Mobile City Code, 2022

NOTICE is hereby given that at 2:00 p.m. on Thursday, April 16, 2026, in the Auditorium of Mobile Government Plaza, 205 Government Street, Mobile, Alabama, the City of Mobile Planning Commission will hold a public hearing and take public comment on whether the Commission should recommend to the Mobile City Council amendments of Appendix A, Downtown Development District, of the City of Mobile Unified Development Code, adopted July 12, 2022 by the City Council.

The proposed amendments to Appendix A include the establishment of the minor deviation administrative process for staff and applicants, identifies the process for development in SD districts, clarifies curb-cut requirements for access to parking lots from primary and secondary frontages as well as the location of the parking lots in relation to the façade of the principal building, clarifies the screening requirements for surface parking lots and parking structures, reintroduces the screening requirements for rooftop equipment, clarifies the design intent of metal fences, reintroduces signage and façade illustrative graphics, and corrects regulatory text, typographical and reference errors and omissions.

Amendments are proposed to the following Sections of Appendix A:

Section 1. General Provisions
Section 2. Administrative Procedures
Section 3. Zoning Sub-Districts
Section 5. Development Standards
Section 6. Frontage Standards
Section 7. Building Design and Material Standards
Section 9. Definitions and Rules of Construction

No amendments are proposed for Section 4. Use Regulations or Section 8. Nonconformities.

The amendments can be viewed on the City of Mobile's website at: https://mapformobile.org/udc/

A copy of the proposed amendments are available for public inspection in the Third Floor Lobby of Mobile Government Plaza, South Tower, 205 Government Street, Mobile, Alabama 36602.

Those desiring to submit written comments may email them to planning@cityofmobile.gov, submit them through the website noted above, or mail them to Planning and Zoning Department, City of Mobile, P.O. Box 1827, Mobile, Alabama 36633, or may deliver them to the City of Mobile Planning and Zoning Department, Mobile Government Plaza, South Tower, Third Floor, 205 Government Street, Mobile, Alabama 36602. Written comments must be received by noon on Friday, April 10, 2026.

Call News March 25 and April 1, 8, 2026

NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA

PURSUANT TO THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MOBILE, adopted the 12th day of July 2022, as amended, the City of Mobile's Board of Zoning Adjustment will hold a Public Hearing on **April 6, 2026, at 2:00 p.m.** to consider a request at **2308 Ashland Place Avenue**, for a **Setback Variance to allow reduced side street side yard setbacks in an R-1, Single-Family Residential Urban District located within a locally regulated historic district; the Unified Development Code (UDC) requires R-1, Single-Family Residential Urban District corner lots within locally regulated historic districts to have setbacks no less than the side street side yard setback of other corner lots, along the same side of the street.**

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

This notice is to advise you of the public hearing so that you may attend the meeting or otherwise present your views to the Board concerning this request. Board of Zoning Adjustment meetings are live streamed at https://www.cityofmobile.org/government/city-council/livestream/. Email your comments to planning@cityofmobile.org or upload your comments to the web portal at https://www.buildmobile.org/board-of-adjustment/.

All comments must be submitted by **2 p.m.** on **Friday, April 3, 2026**, to provide adequate time for Board members to review the information.

Dated this **9th day of March 2026.**

BOARD OF ZONING ADJUSTMENT

Call News on March 25, 2026, and April 1, 2026

NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA

PURSUANT TO THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MOBILE, adopted the 12th day of July 2022, as amended, the City of Mobile's Board of Zoning Adjustment will hold a Public Hearing on **April 6, 2026, at 2:00 p.m.** to consider a request at **231 South McGregor Avenue**, for a **Setback Variance to allow an eight-foot (8') tall masonry wall within the front 25-foot setback in an R-1, Single-Family Residential Suburban District; the Unified Development Code (UDC) requires structures taller than three-feet (3') to be located outside of the 25-foot front yard setback in an R-1, Single-Family Residential Suburban District.**

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

This notice is to advise you of the public hearing so that you may attend the meeting or otherwise present your views to the Board concerning this request. Board of Zoning Adjustment meetings are live streamed at https://www.cityofmobile.org/government/city-council/livestream/. Email your comments to planning@cityofmobile.org or upload your comments to the web portal at https://www.buildmobile.org/board-of-adjustment/.

All comments must be submitted by **2 p.m.** on **Friday, April 3, 2026**, to provide adequate time for Board members to review the information.

Dated this **9th day of March 2026.**

BOARD OF ZONING ADJUSTMENT

Call News on March 25, 2026, and April 1, 2026

NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA

PURSUANT TO THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MOBILE, adopted the 12th day of July 2022, as amended, the City of Mobile's Board of Zoning Adjustment will hold a Public Hearing on **April 6, 2026, at 2:00 p.m.** to consider a request at **316 Dauphin Street**, for a **Special Exception approval to allow an event venue with an occupant load of 270 people in a T-5.1 Sub-District of the Downtown Development District; the Unified Development Code (UDC) requires Special Exception approval to allow an event venue with an occupant load over 100 people in a T-5.1 Sub-District of the Downtown Development District.**

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

This notice is to advise you of the public hearing so that you may attend the meeting or otherwise present your views to the Board concerning this request. Board of Zoning Adjustment meetings are live streamed at https://www.cityofmobile.org/government/city-council/livestream/. Email your comments to planning@cityofmobile.org or upload your comments to the web portal at https://www.buildmobile.org/board-of-adjustment/.

All comments must be submitted by **2 p.m.** on **Friday, April 3, 2026**, to provide adequate time for Board members to review the information.

Dated this **9th day of March 2026.**

BOARD OF ZONING ADJUSTMENT

Call News March 25, 2026, and April 1, 2026

NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA

PURSUANT TO THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MOBILE, adopted the 12th day of July 2022, as amended, the City of Mobile's Board of Zoning Adjustment will hold a Public Hearing on **April 6, 2026, at 2:00 p.m.** to consider a request at **4411 Government Boulevard**, for a **Residential Buffer Variance to allow no residential buffer where a B-3 Community Business Suburban District abuts an R-1, Single Family Residential Suburban District; the Unified Development Code (UDC) requires a compliant residential buffer where a B-3 Community Business Suburban District abuts an R-1, Single Family Residential Suburban District.**

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

This notice is to advise you of the public hearing so that you may attend the meeting or otherwise present your views to the Board concerning this request. Board of Zoning Adjustment meetings are live streamed at https://www.cityofmobile.org/government/city-council/livestream/. Email your comments to planning@cityofmobile.org or upload your comments to the web portal at https://www.buildmobile.org/board-of-adjustment/.

All comments must be submitted by **2 p.m.** on **Friday, April 3, 2026**, to provide adequate time for Board members to review the information.

Dated this **9th day of March 2026.**

BOARD OF ZONING ADJUSTMENT

Call News on March 25, 2026, and April 1, 2026

NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA

PURSUANT TO THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MOBILE, adopted the 12th day of July 2022, as amended, the City of Mobile's Board of Zoning Adjustment will hold a Public Hearing on **April 6, 2026, at 2:00 p.m.** to consider a request at **7290 Howells Ferry Road**, for a **Use Variance to allow the construction of a pole barn/shop without a primary dwelling in an R-1, Single-Family Residential Suburban District; the Unified Development Code (UDC) requires a primary dwelling prior to the allowance of accessory structures in an R-1, Single Family Residential Suburban District.**

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

This notice is to advise you of the public hearing so that you may attend the meeting or otherwise present your views to the Board concerning this request. Board of Zoning Adjustment meetings are live streamed at https://www.cityofmobile.org/government/city-council/livestream/. Email your comments to planning@cityofmobile.org or upload your comments to the web portal at https://www.buildmobile.org/board-of-adjustment/.

All comments must be submitted by **2 p.m.** on **Friday, April 3, 2026**, to provide adequate time for Board members to review the information.

Dated this **9th day of March 2026.**

BOARD OF ZONING ADJUSTMENT

Call News on March 25, 2026, and April 1, 2026

REVISED PUBLIC NOTICE
MOBILE COUNTY HOUSING AUTHORITY
PUBLIC HEARING

This notice revises the public notices published on February 4, 2026, and February 11, 2026.

The purpose of this public hearing is to obtain input from residents and the public regarding the 2026 Annual Plan and 2026 Capital Fund Program, which will be submitted to the U.S. Department of Housing and Urban Development (HUD) in accordance with 24 CFR Part 903. The public hearing will also address revisions to the 2024 and 2025 Capital Fund Programs.

The public hearing will be held on Monday, April 6, 2026, at 5:00p.m. at the Mobile County Housing Authority office located at 16545 U.S. Hwy 45, Citronelle, AL 36522.

All residents and members of the public are encouraged to attend. Copies of the 2026 Annual Plan and 2026 Capital Fund Program, as well as the revised 2024 and 2025 Capital Fund Programs, will be available for public review from 9:00a.m. to 4:00p.m. at the address listed above during the 45-day public comment period. Written comments may also be submitted prior to the public hearing.

For further information, please contact Lori Nettles, Interim Executive Director, at (251) 866-9696, Extension 3.

Call News February 18, 25 and March 4, 11, 18, 25 and April 1, 2026

ADEM
Alabama Department of Environmental Management

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
NOTICE OF PUBLIC HEARING
ALABAMA STATE IMPLEMENTATION PLAN
Public Notice – 350

Notice is hereby given that the Alabama Department of Environmental Management is providing the opportunity for interested persons to comment on documents pertaining to the 10-year maintenance plan update for the Partial Pike County 2008 lead NAAQS maintenance area.

Pursuant to Section 175A(b) of the Clean air Act (CAA) requirements, the Alabama Department of Environmental Management (ADEM), has developed a proposed SIP revision for maintaining the national primary ambient air quality standard for 10 years after the expiration of the first 10-year maintenance plan for the 2008 lead NAAQS. Interested parties may request that a public hearing be held. If a hearing is held, it will be held on May 6, 2026, at 10:00 a.m. in the Main Hearing Room at the ADEM – Central Office location at 1400 Coliseum Blvd. in Montgomery.

Those requesting a hearing should call (334) 271-7909. The deadline to submit a request for a hearing is 5:00 p.m. on May 1, 2026. If no hearing is to be held, a Notice of Cancellation of the hearing will be posted on May 4, 2026, on the Department's website located at https://adem.alabama.gov/public-notices. Interested persons may also call (334) 271-7909 to determine if a public hearing will be held.

Copies of the proposed SIP are available for viewing at each of the locations listed below and on the internet at https://adem.alabama.gov/public-notices. Copies are also available at a cost of 30 cents per page, at each of the ADEM office locations.

ADEM, Office of General Counsel
Attn: Jewel Shannan
1400 Coliseum Boulevard
(P. O. Box 301463, Zip code 36130-1463)
Montgomery, AL 36110-2059
(334) 260-4510

ADEM, Birmingham Field Office
Attn: Julia Trevarthan
110 Vulcan Road
Birmingham, AL 35209-4702
(205) 942-6168

ADEM, Decatur Field Office
Attn: Jan Childers
2715 Sandlin Road, SW
Decatur, AL 35603-1333
(256) 353-1713

ADEM, Coastal Field Office
Attn: Jenika Monroe
1615 South Broad Street
Mobile, AL 36605
(251) 450-3400

Southeast Alabama Regional Planning & Development Commission
462 North Oates, 4th Floor
Dothan, AL 36303

Alabama - Tombigbee Rivers Planning & Development Commission
Courthouse Annex
107 Broad Street
Camden, AL 36726

East Alabama Regional Planning & Development Commission
1130 Quintard Avenue
Anniston, AL 36201

If the Department holds a hearing, it will be held to receive data, views, and arguments from interested persons regarding the document. Attendance at the hearing is not necessary to present such data, views, arguments, or comments as the same may be submitted in writing but must be received by Aubrey White prior to 5:00 p.m. on May 6, 2026.

Written submissions and other inquiries should be directed to:
Mr. Aubrey H. White III,
Chief, Air Division,
Alabama Department of Environmental Management,
P.O. Box 301463,
Montgomery, AL 36130-1463
(street address: 1400 Coliseum Boulevard, Montgomery, AL 36110-2059) or by e-mail at ahw@adem.alabama.gov.

Any person wishing to participate in this hearing who needs special accommodations should contact the Department's Permits and Services Division at (334) 271-7714 at least five working days prior to the hearing. This notice is hereby given this April 1, 2026, by authorization of the Alabama Department of Environmental Management.

Edward F. Poolos, Director

Nondiscrimination Statement: The Department does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in the administration of its programs.

Call News April 1, 2026

ALABAMA PRESS ASSOCIATION 1871

Access to information is the public's most valuable tool when it comes to protecting your homes, your communities, and your government. Newspapers have the unique ability to reach a broad audience, regardless of the socioeconomic status, by providing public notices both in print and online.

The public notices appearing in your newspaper provide important information on issues such as rezoning for landfills, government contracts, and even traffic detours. It's your right to know how your tax dollars are spent and what could be coming to your neighborhood.

And when it comes to shining the light on government, public notices deliver.

CITY OF MOBILE PLANNING COMMISSION

NOTICE OF PUBLIC HEARING

TO AMEND APPENDIX A,
DOWNTOWN DEVELOPMENT DISTRICT,
OF THE UNIFIED DEVELOPMENT CODE, CHAPTER 64
OF THE MOBILE CITY CODE, 2022

NOTICE is hereby given that at 2:00 p.m. on Thursday, April 16, 2026, in the Auditorium of Mobile Government Plaza, 205 Government Street, Mobile, Alabama, the City of Mobile Planning Commission will hold a public hearing and take public comment on whether the Commission should recommend to the Mobile City Council amendments of Appendix A, Downtown Development District, of the City of Mobile Unified Development Code, adopted July 12, 2022 by the City Council.

The proposed amendments to Appendix A include the establishment of the minor deviation administrative process for staff and applicants, identifies the process for development in SD districts, clarifies curb-cut requirements for access to parking lots from primary and secondary frontages as well as the location of the parking lots in relation to the façade of the principal building, clarifies the screening requirements for surface parking lots and parking structures, reintroduces the screening requirements for rooftop equipment, clarifies the design intent of metal fences, reintroduces signage and façade illustrative graphics, and corrects regulatory text, typographical and reference errors and omissions.

Amendments are proposed to the following Sections of Appendix A:

- **Section 1. General Provisions**
- **Section 2. Administrative Procedures**
- **Section 3. Zoning Sub-Districts**
- **Section 5. Development Standards**
- **Section 6. Frontage Standards**
- **Section 7. Building Design and Material Standards**
- **Section 9. Definitions and Rules of Construction**

No amendments are proposed for Section 4. Use Regulations or Section 8. Nonconformities.

The amendments can be viewed on the City of Mobile's website at: https://mapformobile.org/udc/

A copy of the proposed amendments are available for public inspection in the Third Floor Lobby of Mobile Government Plaza, South Tower, 205 Government Street, Mobile, Alabama 36602.

Those desiring to submit written comments may email them to planning@cityofmobile.gov, submit them through the website noted above, or mail them to Planning and Zoning Department, City of Mobile, P.O. Box 1827, Mobile, Alabama 36633, or may deliver them to the City of Mobile Planning and Zoning Department, Mobile Government Plaza, South Tower, Third Floor, 205 Government Street, Mobile, Alabama 36602. Written comments must be received by noon on Friday, April 10, 2026.

LEGALS 251.866.5998 legals@thecallnews.com

PROBATE COURT NOTICES

NOTICE OF COURT PROCEEDING
March 17, 2026
Case No. 2026-0151
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of ARTHUR JOE LOYA, Deceased
On to-wit the 11th day of May, 2026 at 9:30 AM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the PROBATE OF WILL as filed by SUSAN CLARE MOULTON. NOTICE is hereby given to all parties in interest, specifically NORA EVELIN RODRIQUEZ, RUTH CANALES, who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney:
JEAN M. POWERS
154 S LAWRENCE ST.
MOBILE, AL 36602
Call News March 25 and April 1, 8, 2026

IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
ESTATE OF BUFORD RANDOLPH
STRAUSER, Deceased
Case No. 2026-0426
On-to-wit the 4th day of May, 2026 at 9:30 AM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the Court will proceed to consider the PROBATE OF WILL as filed by MARILYN MAXINE STRAUSER. NOTICE is hereby given to all parties in interest, specifically JASON MENGE, TOYE HENSLEY, MARTINE WALTEMATH, DENISE STRAUSER-ROCHEBLAVE, who may appear and contest the same or file a proper responsive pleading thereto if they then think proper.
C. MARK ERWIIN, Judge of Probate
Attorney of Record:
Clifford C. Sharpe, Esq.
307 Morgan Ave.
Mobile, AL 36606
Call News March 25 and April 1, 8, 2026

ADOPTION

NOTICE OF ADOPTION HEARING
PROBATE COURT OF
MOBILE COUNTY
CASE NO. 2026-0311
To: unknown father of A.Z.M., a minor.
You are hereby notified that a petition for adoption of the above named minor child who was born to Taswaila Shantelle Franklin on the 4th day of April, 2019, has been filed in this Court. If you have any objection to this petition, you are required to state the same in writing and file it with the Clerk of the Court P.O. Box 7, Mobile, AL 36601 or Mobile County Government Center Annex, 151 Government St., Mobile, AL 36602, and the legal counsel of the petitioner(s) named below, as soon as possible, but no later than thirty (30) days from the last date this notice is published. If you do not file a response within the specified time, the Court will consider that you have impliedly consented to the petition and the relief requested therein, and the Court will proceed to consider the matter and may grant the relief requested.
Attorney for Petitioner(s):
Brenda J. Pierce
P.O. Box 1084
Mobile, Alabama 36633
Call News April 1, 8, 15, 22, 2026

COMPLETION NOTICE

NOTICE OF COMPLETION
In accordance with Chapter 1, Title 39, Code of Alabama, 1975, as amended, notice is hereby given that E. Cornell Malone Corporation Contractor, has completed the Contract for Renovation of Various County Buildings - Roof Replacement, Bid# WG24-24
Baldwin County Commission, 312 Courthouse Sq, Ste 12, Bay Minette, AL 36507, ECMC JN 24-1051 for the State of Alabama and the City of Mobile, Owner(s), and have made request for final settlement of said Contract. All persons having any claim for labor, materials, or otherwise in connection with this project should immediately notify Baldwin County Maint. Supervisor, Derrick Crocker
E. Cornell Malone Corporation
185 Davis Johnson Dr., Ste A
Richland, MS 39218
Call News April 1, 8, 15, 22, 2026

LEGAL NOTICE

Ozark Striping Company hereby gives notice of completion of contract with the Mobile County Commission for construction of Mobile County Project No. MCP-004-25 and ALDOT Project No. RALG-49-2024-049 in Mobile County, AL. This notice will appear for four consecutive weeks beginning on March 18, 2026, and ending on April 8, 2026. All claims should be filed at P.O. Box 847, Ozark, AL 36361, during this period.
Ozark Striping Company
Call News March 18, 25, and April 1, 8, 2026

ELECTION NOTICE

PUBLIC NOTICE:
Candidate Applications Accepted for the MOWA BAND OF THE CHOCTAW INDIAN COMMISSION OF MOBILE ALABAMA
Elections on May 16, 2026 Pursuant to Code of Alabama Section 45-49-30 et. Seq. (Act 79-343, p. 555, § 4.)
MOBILE COUNTY, Ala. – The Choctaw Nation of Indians announces upcoming vacancies on the Commission of the MOWA Band of the Choctaw Indian Commission of Mobile County, Alabama. This election is a unique political division exclusive to Mobile County,
Alabama.
Disclaimer: This is not the MOWA Choctaw nor the MOWA Band of Choctaw Indians of Southwest Alabama.
The position of the MOWA Band of the Choctaw Indian Commission of Mobile County commissioner is open to anyone who is an identifiable Choctaw and resides in the county of Mobile. Incumbents from the previous election may retain seat until such time as a successor is elected and sworn in. Pursuant to Ala. Code §45-49-30.03, as follows:
Composition.
(a) The commission shall be composed of seven members, five of whom shall be Choctaw Indians residing in Mobile County. The two additional members may or may not be Choctaw Indians but shall be residents of the county. All members of the commission shall be elected by the Choctaw Indians of Mobile County and shall serve four-year terms of office.
(b) All members of the commission shall hold their offices until their successors are nominated and qualified. Any vacancy occurring on the commission shall be filled with temporary appointment by the Mobile County Commission until the vacant seat on the commission is filled. The Mobile County Commission shall appoint a chair of the commission from among the members of the commission, subject to ratification by the full commission. The commission shall elect its own secretary.
(Act 79-343, p. 555, § 4.)
Identification as a Choctaw Indian is required in order to vote or register for candidacy in this election for places 1-5, while places 6 and 7 may be non-Choctaw Indians
MOWA Band of the Choctaw Indian Commission of Mobile County seats are available for 4 year terms are:
· Frazier Cemetery Rd to Citronelle, place 1 and place 2
· East Coy Smith Highway of Hopkins Road, Joan Harris Road, Byrd Pit Road and Charlie Cole Road, place 1 and place 2
· Calcedeaver and Coy Smith Highway West of Hopkins Rd to the Eastern side of Frazier Cemetery Road, place 5
· Mobile County, place 6 and place 7
Completed Candidate Qualification Forms must be filed in the Choctaw Nation of Indians Tribal Court Election Office by 5:00 PM CST April 29, 2026.
Voter Registration Deadline is April 29th 2026.
Voter Registration must be conducted in person at 18930 U.S. Highway 43, Mount Vernon, Alabama 36560.
If only one person submits an application, no election will be necessary and that person will be declared elected. If more than one person applies for a seat in one of the places, an election will be held on May 16, 2026 from 7:00 AM CST until 7:00 PM CST.
If necessary, a Runoff Election will be held on May 30, 2026 from 7:00 AM CST until 7:00 PM CST.
The election will be held at:
18930 U.S. Highway 43
Mount Vernon, Alabama 36560
TIME: 07:00 AM CST until 07:00 PM CST
DATE: May 16, 2026
No Mail-In Ballots Permitted. Must Vote In-Person.
For more information, call the Choctaw Nation of Indians Tribal Office at 1-877-424-6282
Choctaw Nation of Indians Tribal Court Election Office, Post Office Box 334, Mount Vernon, Alabama 36560.
For more information email PM@choctaw-nationofindians.com
If only one person fully qualifies for any position listed above, no election will be held and that person will be declared elected.
Pursuant to Ala. Code §17-9-3, candidates must file a Statement of Economic Interest not more than five (5) days following the submission of his or her qualifying papers.
For questions concerning the required Statement of Economic Interest filing, please contact the Alabama Ethics Commission at 334-242-2997.
Nothing in this Public Notice may take from a Choctaw Treaty, nor terminate or abrogate any Choctaw Treaty Provision or take from or diminish the laws, customs, and usages of the Choctaw.
Questions or Concerns:
Chief Darby Weaver
Choctaw Nation of Indians
1-877-4-CHOCTAW (1-877-424-6282)

Call News April 1, 8, 15, 2026

PUBLIC NOTICE

Extra Space Storage will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated:
7403: 429 Bel Air Blvd, Mobile, AL 36606
Auction Date: 4/17/26 at 12:00 PM
Units: 1129, 1304, 260
Auction will be listed and advertised on www.storagetreasures.com. Purchases must be made with cash only and paid at the above referenced facility to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase until the winning bidder takes possession of the personal property.
Call News April 8, 2026

The Towers, LLC, is proposing to construct a 310-foot overall height self-supporting lattice telecommunications structure located off Wilmer Georgetown Road, Wilmer, Mobile County, Alabama (30° 51' 24.5" N, 88° 19' 29.8" W). The proposed tower is anticipated to utilize FAA Style E (medium intensity, dual red/white strobes) lighting.
The Towers. LLC invites comments from any interested party on the impact the proposed undertaking may have on any districts, sites, buildings, structures, or objects significant in American history, archaeology, engineering, or culture that are listed or determined eligible for listing in the National Register of Historic Places. Comments may be sent to Environmental Corporation of America, ATTN: Annamarie Howell, 1375 Union Hill Industrial Court, Suite A, Alpharetta, GA 30004 or via email to publicnotice@eca-usa.com. Ms. Howell can be reached at (770) 667-2040 x 108 during normal business hours. Comments must be received within 30 days of the date of this notice.
Any interested party may request further environmental review of the proposed action under the FCC's National Environmental Policy Act rules, 47 CFR §1.1307, by notifying the FCC of the specific reasons that the action may have a significant impact on the quality of the human environment. This request must only raise environmental concerns and can be filed online using the FCC pleadings system at https://wireless2.fcc.gov/UlsEntry/pleadings/pleadingsType.jsp or mailed to FCC Requests for Environmental Review, Attn: Ramon Williams, 45 L Street, Washington, DC 20554 within 30 days of the date of the National Notice as referenced within the Antenna Structure Registration (ASR) application. Mailed pleadings must include a request to waive the electronic filing requirement along with an explanation of why an electronic filing cannot be made. Refer to File No. A1377811 when submitting the request and to view the specific information about the proposed action. 26-000737 MMT
Call News April 8, 2026

The Choctaw Nation of Indians, Inc. has been recognized as a 2025 HIRE Vets Medallion Award recipient, a designation published in the Federal Register on March 10, 2026, and recognized under the HIRE Vets Act of 2017. This official publication in the Federal Register (91 FR 11564) provides formal, legal notice of the award, which can be used to establish federal recognition and support jurisdictional filings. For the full public notice text and citation, visit Federal Register
The Choctaw Nation of Indians is a Native American Indian Tribe identified by the Department of Interior on July 27, 2021 and whose membership is ancient and ancestral to the Calcedeaver Choctaw (Cajan/Cajun) Community whose location is approximately one mile below the confluence of the Tombigbee and Alabama River on the West Bank of the Mobile River about 6 miles West of the same river.
The Choctaw Nation of Indians' membership descends from a number of identifiable Choctaw ancestors who appear on the Choctaw Treaties, Rolls, and other Federal or State Archives relevant to the Choctaw Tribe or else have otherwise been identified as Indians.
Nothing in this Public Notice can take from A Choctaw Treaty or else the laws, customs, or usages as defined by the Tribe.
Chief Darby Weaver
Choctaw Nation of Indians
1-877-4-Choctaw (1-877-424-6282)
Call News April 1, 8, 15, 2026

STORAGE SALE

Extra Space Storage will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated:
7997: 5441 US-90, Mobile, AL 36619
Auction Date: 4/17/2026 at 1:15 PM
Units: 1155
Auction will be listed and advertised on www.storagetreasures.com. Purchases must be made with cash only and paid at the above referenced facility to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase until the winning bidder takes possession of the personal property.
Call News April 8, 2026

Extra Space Storage will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated:
7926: 3679 Airport Blvd, Mobile, AL 36608
Auction Date: 4/17/2026 at 12:30 PM
Units: 2125, 3045, 3156, 3180
Auction will be listed and advertised on www.storagetreasures.com. Purchases must be made with cash only and paid at the above referenced facility to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase until the winning bidder takes possession of the personal property.
Call News April 8, 2026

Extra Space Storage will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated:
3259: 8781 Airport Blvd, Mobile, AL 36608
Auction Date: 4/17/2026 at 11:00 AM
Units: G398
Auction will be listed and advertised on www.storagetreasures.com. Purchases must be made with cash only and paid at the above referenced facility to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase until the winning bidder takes possession of the personal property.
Call News April 8, 2026

In accordance with the provisions of State law, there being due and unpaid charges for which the undersigned is entitled to satisfy an owner and/or manager's lien of the goods stored at The Storage Center location(s) listed below.
The Storage Center #8059
3641 Government Blvd.
Mobile, AL 36693
251.216.2977
Unit 3062 Nakeisha Cloy 4002 Meadowood Curve, Mobile, AL 36609
Unit 3290 India Phillips 833 S University Blvd, Mobile, AL 36609
Unit 3013 Carla Taylor 3170 O'neal Ct, Mobile, AL 36695
Unit 2023 Cecil Barnette 204 45th Street, Gulfport, MS 39507
Unit 3336 Barbara Sayles 954 W Tanglewood Dr, Mobile, AL 36606
Unit 2127 Tiffany White 516 Springhill plaza crt, Mobile, AL 36606
And, due notice having been given, to the owner of said property and all parties known to claim an interest therein, and the time specified in such notice for payment of such having expired, the goods will be sold to the highest bidder or otherwise disposed of at public auction to be held at www.storagetreasure.com, which will end Friday April 24th, 2026 @ 11 A.M. Any questions regarding the above information are to be addressed to the manager of this facility at the phone number shown above.
Call News April 8, 2026

In accordance with the provisions of State law, there being due and unpaid charges for which the undersigned is entitled to satisfy an owner and/or manager's lien of the goods stored at The Storage Center location(s) listed below.
The Storage Center #8071
5951 Grelot Rd
Mobile, AL 36609
251-706-7202
Unit 1085 Roderick Smith Jr. 3390 Shenandoah Tr, Semmes, AL 36575
Unit 1100 Sarah Huett 4950 Government Blvd Apt 104, Mobile, AL 36693
Unit 1276 Tiffany Owens 1500 Hillcrest Rd Apt 221, Mobile, AL 36695
Unit 2087 Faye Pugh Holcombe 6050 Grelot Rd, Mobile, AL 36609
Unit 2132 James Robinson 6700 Wall St 16E, Mobile, AL 36695
Unit 2134 Anita T Norswearthy 4308 Nadzab Ct, Mobile, AL 36609
Unit 2168 Sharon Cortez 112 South University Apt 2210, Mobile, AL 36608
Unit 2172 Carl Turner Jr. 1601 Knollwood Dr Apt 82, Mobile, AL 36609
Unit 2191 Jalexia Reese 1675 Knollwood Dr, Mobile, AL 36609
Unit 2265 Terrence Pressley 1545 Leroy Stevens Rd, Mobile, AL 36695
Unit 3169 Christen Morris 118 Highwoods Blvd, Madison, MS 39110
And, due notice having been given, to the owner of said property and all parties known to claim an interest therein, and the time specified in such notice for payment of such having expired, the goods will be sold to the highest bidder or otherwise disposed of at public auction to be held at www.storagetreasure.com, which will end Friday April 24, 2026 @ 11 A.M. Any questions regarding the above information are to be addressed to the manager of this facility at the phone number shown above.
Call News April 8, 2026

In accordance with the provisions of State law, there being due and unpaid charges for which the undersigned is entitled to satisfy an owner and/or manager's lien of the goods stored at The Storage Center location(s) listed below.
The Storage Center #8072
99 Schillinger Rd S
Mobile, AL 36608
251-706-7301
Unit 3043 April Janik 120 Annadale St, Dauphin Island AL 36528
Unit 3045 Jerrika Grissom 905 Parkmont Circle W, Mobile AL 36708
And, due notice having been given, to the owner of said property and all parties known to claim an interest therein, and the time specified in such notice for payment of such having expired, the goods will be sold to the highest bidder or otherwise disposed of at public auction to be held at www.storagetreasure.com, which will end Friday, April 24, 2026 @ 11 A.M. Any questions regarding the above information are to be addressed to the manager of this facility at the phone number shown above.
Call News April 8, 2026

Notice of Self Storage Sale
Please take notice Storage Sense - Saraland located at 700 Industrial Pkwy, Saraland, AL, 36571 intends to hold a public sale to the highest bidder of the property stored by tenants for default on their Storage Contracts. The sale will occur as an online auction via www.storageauctions.com on 4/15/2026 at 11:00AM. This sale may be withdrawn at any time without notice. Certain terms and conditions apply.
Call News April 8, 2026

OTHER LEGALS

VALUATION NOTICE
That the assessed valuations of all property listed for taxation have been fixed, as provided by law, and that such assessed valuations are in the office of the Mobile County Revenue Commissioner and are open for public inspection, and also available online at www.mobilecopropertytax.com.
Protests should be hand delivered or mailed to the Board of Equalization located at 3925 Michael Boulevard, Suite H Mobile, AL 36609. The Board of Equalization will consider such protests as may be filed by any taxpayer, as provided by law, and that any taxpayer who is not satisfied with the valuation of his property, as fixed and entered on the return lists, may file objections in writing to such assessed valuations with said Board within thirty (30) days of the date of the Real Property valuation notice and the taxpayer shall set out in such objections filed with the description of each item of property the key number, parcel number, and phone number along with his reason for making objections to the assessed valuation as placed thereon.
Last day to protest is May 19, 2026.
Kim Hastie, Secretary
Board of Equalization
Call News April 8, 15, 2026

SHERIFF'S SALE

SHERIFF'S SALE
CASE NO. CV 2023 900402
STATE OF ALABAMA
COUNTY OF MOBILE
BRITTANY WINTERS, ET AL
VS
JB ACCOUNTING SERVICES, LLC, ET AL
Under and by virtue of a Writ of Fieri Facias issued out of the CIRCUIT CIVIL Court of Mobile County in the above styled case, I will proceed to sell to the highest and best bidder, for cash, on May 4, 2026 at the hour of 12:30 PM, at THE COURTHOUSE, GOVERNMENT STREET ENTRANCE TO THE NORTH TOWER OF GOVERNMENT PLAZA, all the right, title and interest of JB ACCOUNTING, LLC, ET AL, in and to the following described REAL property, to-wit:
FROM THE SOUTHWEST CORNER OF DAVIS AVENUE AND GASTON STREET RUN SOUTHWARDLY ALONG THE WEST LINE OF GASTON STREET 248.33 FEET FOR THE POINT OF BEGINNING; THENCE DEFLECTING 93 DEGREES 47 MINUTES TO THE RIGHT RUNWESTWARDLY 177.5 FEET TO A FENCE, THENCE DEFLECTING 94 DEGREES 27 MINUTES TO THE LEFT RUN EASTWARDLY 50 FEET; THENCE DEFLECTING 84 DEGREES TO THE RIGHT RUN SOUTHWARDLY 13.9 FEET; THENCE DEFLECTING 89 DEGREES 52 MINUTES TO THE WEST LINE OF GASTON STREET; THENCE NORTHWARDLY ALONG SAID WEST LINE 24 FEET TO THE POINT OF BEGINNING.
Sold subject to existing liens, if any.
PAUL BURCH JR SHERIFF,
MOBILE COUNTY
Call News April 8, 15, 22, 2026

SHERIFF'S SALE RESET
CASE NO. RV 2026 027519
STATE OF ALABAMA
COUNTY OF MONTGOMERY
ALABAMA DEPT OF REVENUE
VS
CRAIG BYRD aka MICHAEL CRAIG BYRD
Under and by virtue of a Writ of Fieri Facias issued out of the ALABAMA DEPT OF REVENUE Court of Montgomery County in the above styled case, I will proceed to sell to the highest and best bidder, for cash, on MAY 04, 2026 at the hour of 12:00 PM, at THE COURTHOUSE, GOVERNMENT STREET ENTRANCE TO THE NORTH TOWER OF GOVERNMENT PLAZA, all the right, title and interest of CRAIG BYRD aka MICHAEL CRAIG BYRD, in and to the following described REAL property, to-wit:
LOT 9 FIRST ADDN TO WILMER GEORGETOWN ACRES MBK 86/59 #SEC 17 T2S R3W #MP17 04 17 0 000. Sold subject to existing liens, if any.
PAUL BURCH JR SHERIFF,
MOBILE COUNTY
Call News April 8, 15, 22, 2026

MOBILE COUNTY
Call News April 8, 15, 22, 2026

SHERIFF'S SALE
CASE NO. SM 2023 905942
STATE OF ALABAMA
COUNTY OF MOBILE
LENDMARK FINANCIAL SERVICES, LLC
VS
MARY LOZANO
Under and by virtue of a Writ of Fieri Facias issued out of the SMALL CLAIMS Court of Mobile County in the above styled case, I will proceed to sell to the highest and best bidder, for cash, on APRIL 27, 2026 at the hour of 12:00 pm, at THE COURTHOUSE, GOVERNMENT STREET ENTRANCE TO THE NORTH TOWER OF GOVERNMENT PLAZA., all the right, title and interest of MARY LOZANO, in and to the following described REAL property, to-wit:
LOT 20, MALIBAR HEIGHTS SUBDIVISION, FIFTH UNIT, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 12, PAGE 40, OF THE RECORDS IN THE OFFICE OF THE JUDGE OF THE PROBATE COURT, MOBILE COUNTY, ALABAMA.
Sold subject to existing liens, if any.
PAUL BURCH JR SHERIFF, MOBILE COUNTY
Call News April 1, 8, 15, 2026

PUBLIC HEARING

NOTICE OF PUBLIC MEETING
Title VI Indian Education – Public Hearing
May 1, 2025 at 5:30 p.m.
Meeting will take place at the Choctaw Nation of Indians Tribal Office of the Chief located at 18930 Highway 43, Mt. Vernon, Alabama 36560.
All parents and guardians of Native American Indian Students of Mobile County, Alabama are invited to attend this hearing to discuss next year's grant proposal.
Questions or Concerns:
Chief Darby Weaver
Choctaw Nation of Indians
1-877-4-CHOCTAW (1-877-424-6282)
Call News April 1, 8, 15 2026

NOTICE OF PUBLIC HEARING TO amend Appendix A, Downtown Development District, of the Unified Development Code, Chapter 64 of the Mobile City Code, 2022
NOTICE is hereby given that at 2:00 p.m. on Thursday, April 16, 2026, in the Auditorium of Mobile Government Plaza, 205 Government Street, Mobile, Alabama, the City of Mobile Planning Commission will hold a public hearing and take public comment on whether the Commission should recommend to the Mobile City Council amendments of Appendix A, Downtown Development District, of the City of Mobile Unified Development Code, adopted July 12, 2022 by the City Council.

The proposed amendments to Appendix A include the establishment of the minor deviation administrative process for staff and applicants, identifies the process for development in SD districts, clarifies curb-cut requirements for access to parking lots from primary and secondary frontages as well as the location of the parking lots in relation to the façade of the principal building, clarifies the screening requirements for surface parking lots and parking structures, reintroduces the screening requirements for rooftop equipment, clarifies the design intent of metal fences, reintroduces signage and façade illustrative graphics, and corrects regulatory text, typographical and reference errors and omissions.

Amendments are proposed to the following Sections of Appendix A:

Section 1. General Provisions
Section 2. Administrative Procedures
Section 3. Zoning Sub-Districts
Section 5. Development Standards
Section 6. Frontage Standards
Section 7. Building Design and Material Standards
Section 9. Definitions and Rules of Construction

No amendments are proposed for Section 4. Use Regulations or Section 8. Nonconformities.

The amendments can be viewed on the City of Mobile's website at: https://mapformobile.org/udc/

A copy of the proposed amendments are available for public inspection in the Third Floor Lobby of Mobile Government Plaza, South Tower, 205 Government Street, Mobile, Alabama 36602.

Those desiring to submit written comments may email them to planning@cityofmobile.gov, submit them through the website noted above, or mail them to Planning and Zoning Department, City of Mobile, P.O. Box 1827, Mobile, Alabama 36633, or may deliver them to the City of Mobile Planning and Zoning Department, Mobile Government Plaza, South Tower, Third Floor, 205 Government Street, Mobile, Alabama 36602. Written comments must be received by noon on Friday, April 10, 2026.
Call News March 25 and April 1, 8, 2026

CALL NEWS
DON'T MISS AN ISSUE!
SUBSCRIBING IS EASY.
SET UP YOUR SUBSCRIPTION OVER THE PHONE
251.866.5998

CALL NEWS

Invoice

Call News
7870 State Street
Citronelle, AL 36522
251-866-5998

Acct # 5365
Invoice # 134499
Invoice Date: 4/1/2026
Due Date: 4/11/26

Total Balance Due by 4/11/2026

$267.75

VICTORIA BURCH
CITY OF MOBILE PLANNING AND ZONING
DEPARTMENT
PO BOX 1827
MOBILE, AL 36633-1827

Date	Pub	Type	Ad ID	Description	Price	Disc	Applied	Total
04/01/26	CN	Sale	82381	PO: NOTICE OF HEARING Legal Display: 3x10.5"	$267.75			$267.75

Total Charges	$267.75
Discount	
Tax	$0.00
Payments Applied	
Current Invoice Due	$267.75

Please make check payable to Call News
Thank you for supporting your hometown newspaper!

Please return this portion with your payment.

Invoice

Invoice Date: 4/1/2026
Invoice # 134499
Account # 5365

Amount Enclosed _____

Remit Payment to:
Call News
7870 State Street
Citronelle, AL 36522

NOTICE OF HEARING
Total Balance Due by 4/11/2026 **$267.75**

Call News

7870 State Street • Citronelle, AL 36522
Phone: 251-866-5998 • Fax: 251-866-5981
TO VIEW LEGALS ONLINE visit www.alabamapublicnotices.com

AFFIDAVIT

State of Alabama - MOBILE County

CITY OF MOBILE PLANNING AND ZONING DEPARTMENT
PO BOX 1827
MOBILE AL, 36633-1827

Before me, a notary public in and for the county and state above listed, personally appeared **WILLIE GRAY** (PUBLISHER), who, by me, duly sworn, deposes and says that: My name is **WILLIE GRAY**, I am the Publisher of the Call News ("Newspaper"). The Newspaper is printed in the English language, has a general circulation and its principal editorial office in the county in which it is published, and has been mailed under a publication class mailing privilege of the United States Post Office Department for the Post Office of Citronelle, AL, where it is published at least 51 consecutive weeks a year.

I further certify that the attached notice is a true and correct copy of the notice published in said Newspaper.

Legal Display

The Newspaper published the attached legal notice in the issues of
4/1/2026

The sum charged for these publications was $267.75 per week for 1.00 consecutive weeks, a total cost of $267.75.

The sum charged by the newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

_____ (Publisher)

Sworn to and subscribed before me on this 1st day of April, 2026.

Notary Public _____

My Commission Expires 2/10/2027

Ad ID 82381
EMAIL PAPER COPY

RHONDA GRAY
NOTARY
PUBLIC
Expires:
February 10, 2027
ALABAMA STATE AT LARGE

CALL NEWS

Invoice

Call News
7870 State Street
Citronelle, AL 36522
251-866-5998

Acct # 5365
Invoice # 134500
Invoice Date: 3/25/2026
Due Date: 4/4/26

Total Balance Due by 4/4/2026

$237.51

VICTORIA BURCH
CITY OF MOBILE PLANNING AND ZONING
DEPARTMENT
PO BOX 1827
MOBILE, AL 36633-1827

Date	Pub	Type	Ad ID	Description	Price	Disc	Applied	Total
03/25/26	CN	Sale	82382	PO: Amend Appendix A, Public Notice LEGAL:	$79.17			$79.17
04/01/26	CN	Sale	82382	PO: Amend Appendix A, Public Notice LEGAL:	$79.17			$79.17
04/08/26	CN	Sale	82382	PO: Amend Appendix A, Public Notice LEGAL:	$79.17			$79.17

Total Charges	$237.51
Discount	
Tax	$0.00
Payments Applied	
Current Invoice Due	$237.51

Please make check payable to Call News
Thank you for supporting your hometown newspaper!

Please return this portion with your payment.

Invoice

Invoice Date: 3/25/2026
Invoice # 134500
Account # 5365

Amount Enclosed _____

Remit Payment to:
Call News
7870 State Street
Citronelle, AL 36522

AMEND APPENDIX A
Total Balance Due by 4/4/2026 **$237.51**

Call News

7870 State Street • Citronelle, AL 36522
Phone: 251-866-5998 • Fax: 251-866-5981
TO VIEW LEGALS ONLINE visit www.alabamapublicnotices.com

AFFIDAVIT

State of Alabama - MOBILE County

CITY OF MOBILE PLANNING AND ZONING DEPARTMENT
PO BOX 1827
MOBILE AL, 36633-1827

Before me, a notary public in and for the county and state above listed, personally appeared **WILLIE GRAY** (PUBLISHER), who, by me, duly sworn, deposes and says that: My name is **WILLIE GRAY**, I am the Publisher of the Call News ("Newspaper"). The Newspaper is printed in the English language, has a general circulation and its principal editorial office in the county in which it is published, and has been mailed under a publication class mailing privilege of the United States Post Office Department for the Post Office of Citronelle, AL, where it is published at least 51 consecutive weeks a year.

I further certify that the attached notice is a true and correct copy of the notice published in said Newspaper.

Public Notice LEGAL

The Newspaper published the attached legal notice in the issues of

3/25/2026

4/1/2026

4/8/2026

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Notary Public _____

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RHONDA GRAY NOTARY PUBLIC Expires: February 10, 2027 ALABAMA STATE AT LARGE

NOTICE OF PUBLIC HEARING TO amend Appendix A, Downtown Development District, of the Unified Development Code, Chapter 64 of the Mobile City Code, 2022

NOTICE is hereby given that at 2:00 p.m. on Thursday, April 16, 2026, in the Auditorium of Mobile Government Plaza, 205 Government Street, Mobile, Alabama, the City of Mobile Planning Commission will hold a public hearing and take public comment on whether the Commission should recommend to the Mobile City Council amendments of Appendix A, Downtown Development District, of the City of Mobile Unified Development Code, adopted July 12, 2022 by the City Council.

The proposed amendments to Appendix A include the establishment of the minor deviation administrative process for staff and applicants, identifies the process for development in SD districts, clarifies curb-cut requirements for access to parking lots from primary and secondary frontages as well as the location of the parking lots in relation to the façade of the principal building, clarifies the screening requirements for surface parking lots and parking structures, reintroduces the screening requirements for rooftop equipment, clarifies the design intent of metal fences, reintroduces signage and façade illustrative graphics, and corrects regulatory text, typographical and reference errors and omissions.

Amendments are proposed to the following Sections of Appendix A:

Section 1. General Provisions
Section 2. Administrative Procedures
Section 3. Zoning Sub-Districts
Section 5. Development Standards
Section 6. Frontage Standards
Section 7. Building Design and Material Standards
Section 9. Definitions and Rules of Construction

No amendments are proposed for Section 4. Use Regulations or Section 8. Nonconformities.

The amendments can be viewed on the City of Mobile's website at: https://mapformobile.org/udc/

A copy of the proposed amendments are available for public inspection in the Third Floor Lobby of Mobile Government Plaza, South Tower, 205 Government Street, Mobile, Alabama 36602.

Those desiring to submit written comments may email them to

planning@cityofmobile.gov, submit them through the website noted above, or mail them to Planning and Zoning Department, City of Mobile, P.O. Box 1827, Mobile, Alabama 36633, or may deliver them to the City of Mobile Planning and Zoning Department, Mobile Government Plaza, South Tower, Third Floor, 205 Government Street, Mobile, Alabama 36602. Written comments must be received by noon on Friday, April 10, 2026.

Call News March 25 and April 1, 8, 2026

Attachment

C

Appendix A Unified Development Code

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Appendix A Downtown Development District

Section 1. General Provisions

A. Purpose

The purpose of this section is to establish the regulations for the Downtown Development District (DDD) that is identified on the city's zoning map. In particular, the purpose of this section, which may be referred to as the "DDD code," is to:

1. Implement the purposes and objectives of the city's comprehensive plan, including the New Plan for Mobile;
2. Guide the siting, form, and use of private property and buildings to support walkability, safe streets, and safe public spaces;
3. Guide building siting and form to vary by context and intensity in coordination with community identity and preferences; and
4. Build on the work of the city's historic development commission in protecting and enhancing the historic and cultural heritage of the city's historic downtown.

B. Authority

The DDD code is adopted by the City Council under authority of Alabama Code §§ 11-52-70—11-52-84. The original version of the DDD code was adopted by the City Council on May 13, 2014.

C. Applicability

1. The provisions of this Appendix A shall constitute the complete zoning code for the DDD. Where the DDD code is in conflict with engineering ordinances, with the exception of the stormwater management and flood control ordinance, the

DDD code shall govern. Where the DDD code is silent on engineering issues, engineering ordinances shall govern. Where the DDD code is in conflict with lot sizes allowed by the Subdivision Regulations, the DDD code shall govern.

2. The DDD code applies to all properties located within the DDD as depicted on the zoning map.

D. Relationship to UDC

1. The noise regulations in Section 39-96 of the City Code shall apply throughout the DDD. The noise restriction regulations in Section 39-96.1 of the City Code shall apply to all sub-districts where residential uses are allowed by right.

2. Terms used throughout the DDD code shall be interpreted in accordance with the definitions in Section 9.B, Definitions, and definitions in the UDC. The definitions in Section 9.B shall take precedence over other definitions in the UDC. Other terms shall be interpreted using their common meaning.

Section 2. Administrative Procedures

A. Administration

The director is responsible for the administration of the plan review process established in this section. The director shall consult with other city staff and agencies as needed to ensure thorough review of plans, and may delegate any of the responsibilities assigned to the director to other professional staff in the planning and zoning department.

B. Specific Application Procedures

This section sets forth the standards applicable to the development and substantial improvement of structures and other elements of the built environment within private properties.

1. *Plan Review*

(a) *Predevelopment Meeting*

Prior to the submission of an application, an applicant shall contact planning and zoning to schedule a predevelopment meeting. The Director shall determine if a predevelopment meeting is necessary in light of the scope of the proposed development and its context. The applicant, the applicant's design professionals, the associated city departments, and the director shall attend the predevelopment meeting.

(b) *Application Submission*

(1) A completed application shall include two types of documents that are submitted together: site plan and building design documents (note that the building design documents required for review in accordance with the DDD code do not include construction documents required for building permit review).

(2) Building design documents and site plans shall be sealed by a licensed design professional, except that a site plan for a single-family, detached dwelling less than three stories in height is not required to be sealed.

(3) Site plans shall demonstrate compliance with the following sections of the DDD code:

a. Section 4, Use Regulations;

b. Section 3, Zoning Sub-Districts;

c. Section 5, Development Standards;

d. Section 6, Frontage Standards; and

e. Section 8, Nonconformities.

(4) Building design documents shall demonstrate compliance with the following sections of the DDD code:

a. Standards relating to maximum permitted height in Section 3.B, Transect Sub-Districts and Section 9.A, Building Height;

b. Section 5.D, Signs; and

c. Section 7, Building Design and Material Standards.

(c) *Administrative Review*

(1) The director shall review the application, receive recommendations from other relevant staff such as the city engineer or historic development staff, as applicable, and based on the review and recommendations determine whether the application complies with the standards in the DDD code, including any administrative deviations approved in accordance with subsection (d) below.

(2) If the director determines that the application complies with the terms of the DDD code, the director shall notify the applicant, and the applicant may seek additional approvals, such as from the Architectural Review Board (ARB), and seek permitting of the project with the city, as appropriate.

(3) If the director determines that the application does not comply with the standards in the DDD code, the director shall advise the applicant of the aspects of the application that do not comply with standards in the DDD code. The applicant may resubmit plans with revisions or may apply to the Board of Adjustment for a variance with respect to the standards in the DDD code to which the applications does not comply, in accordance with Section 2.B.6, Variance.

(d) *Administrative Deviations*

(1) During the administrative review process, the director may approve applications that contain the following minor deviations from the standards in the DDD code, provided the director determinates the deviations are consistent with the purpose of the DDD in Section 1.A, Purpose, and will not cause a significant negative impact on nearby properties and uses:

a. An increase or decrease of no more than 15 percent in the numerical standards that apply to awnings, balconies, canopies, galleries, stoops, terraces, and signs;

b. A decrease of no more than five percentage points in minimum transparency requirements;

c. Use alternative building materials not listed in Section 7, Building Design and Material Standards, provided the applicant has provided documentation the alternative building materials are considered equivalent or better than the approved building materials in terms of durability (the use of regionally-available materials is preferred); or

d. Request the use of understory trees in lieu of overstory trees for parking lot interior plantings in accordance with Section 5.B.1, Parking Lot Landscaping, to accommodate below-ground or above-ground utilities or dimensional site constraints.

(2) Notwithstanding subsection (1) above, the director may not authorize any other deviations from the standards in the DDD code, including the lot size, setback, or building height standards.

(e) *Architectural Review Board Review and Decision (Optional)*

For applications involving property in a historic district, following initial review by the director, the application shall be submitted to the Architectural Review Board (ARB) for consideration of a certificate of appropriateness in accordance with Section 44-77 of the City Code. If ARB requires changes to the application as a condition of issuance of a certificate of appropriateness, the application shall be resubmitted to the director for further review in accordance with subsection (c) above.

(f) *Re-Review Following Permitting*

(1) Following permitting, the director shall review any changes made to the project that may impact the project's compliance with the standards in the DDD code and receive recommendations from other relevant staff such as the city engineer or historic development staff, as applicable.

(2) Based on the review and recommendations, if the director determines that the application as modified following permitting complies with the

terms of the DDD code, the director shall notify the applicant, and the applicant may continue with the project.

(3) Based on the director's review and recommendations, if the director determines that the application as modified following permitting does not comply with the standards in the DDD code, the director shall advise the applicant of the aspects of the application that do not comply with standards in the DDD code. The applicant may resubmit plans with revisions or may apply to the Board of Adjustment for a variance with respect to the applicable standards, in accordance with subsection 6 below.

2. *Regulating Plan Amendment*

An application may be submitted for an update to the regulating plan in accordance with Chapter 64, Articles 5 and 10, and the following:

(a) *Allowable Plan and Text Amendments*

The following updates to the regulating plan and text of the DDD code are permitted:

(1) By a property owner or an authorized agent of the property owner, an application to update land in a sub-district to a different transect sub-district, as follows:

a. From the T-3 sub-district to the T-4 sub-district if the land sought to be updated is adjacent to land in the T-4 sub-district.

b. From the T-4 sub-district to the T-5.1 sub-district if the land sought to be updated is adjacent to land in the T-5.1 sub-district

c. From the T-5.1 sub-district to the T-5.2 sub-district if the land sought to be updated is adjacent to land in the T-5.2 sub-district.

d. From the T-5.2 sub-district to the T-6 sub-district if the land sought to be updated is adjacent to land in the T-6 sub-district.

e. From the SD-WH sub-district to an adjacent sub-district.

f. To assemble multiple properties in single ownership into one sub-district.

(2) By a property owner or an authorized agent of the property owner, an application to establish a new special sub-district and/or establish the special sub-district to land in the DDD.

(3) By a property owner or an authorized agent of the property owner, an application to assign land in the SD district to a transect sub-district or sub-districts and assign associated development standards.

(4) By the city council on its own initiative, an application to update the text of the DDD code or the zoning map.

3. *Demolition*

A permit is required for the complete demolition of property within the DDD, in accordance with the following:

(a) *Application*

An application shall be submitted that includes the following:

(1) The date the owner acquired the property, purchase price and condition on date of acquisition;

(2) If and when the structure has been cited or received a notice of violation of the City Code;

(3) Documentation whether the owner has complied with or attempted to bring the building into compliance with the city's International Property Maintenance Code (IPMC) and International Existing Building Code (IEBC) and if not, why. The amount of money it will cost to bring the building into minimal compliance with IPMC and/or rectify any notices of violation;

(4) Whether the property has been listed for sale, prices asked, and offers received, if any;

(5) Redevelopment plans for the property in question, the amounts expended upon such plans, and the dates of such expenditures;

(6) The opinion from a licensed structural engineer that the structure is in danger of collapse, if the applicant proposes the demolition in order to protect public health and safety;

(7) Any such other information as may reasonably be required by the department.

(b) *Review and Decision*

(1) The director shall review the application and make a decision on the application based on the following criteria:

a. Whether the applicant produces substantial evidence that demonstrates that the structure is beyond repair and structurally unsound;

b. Whether the demolition will impair the unique character of the DDD;

c. Whether there are redevelopment plans for the site;

d. Whether the redevelopment plans conform to the DDD code;

e. Whether the demolition of the structure in question is necessary for the public health and safety due to the physical condition of the structure.

(c) *Appeal*

An applicant that is denied a demolition permit by the director may file an administrative appeal to the Board of Adjustment in accordance with Chapter 64, Articles 5 and 10, and the following:

(1) The appeal application shall include an affidavit by a property owner or an authorized agent of the property owner that states:

a. Replacement construction plans for the property in question and amounts expended upon such plans, including an itemization of each and every expenditure, and the dates of such expenditures.

b. Whether there are definite plans for reuse of the property if the proposed demolition is carried out.

(2) The Board of Adjustment may approve a demolition permit if it determines that:

a. The structure is a hazard to the public health and safety due to its condition; or

b. The enforcement of the DDD code presents an unreasonable economic hardship on the owner, in accordance with the following:

1. An exception for unreasonable economic hardship shall be applicable to owners (or the owner's assignee or lessee) of structures who have expended significant sums of money on development plans involving the demolition of such structures.

2. The Board of Adjustment shall weigh the economic hardship and investment expectations of the owner (or the owner's assignee or lessee) against the potential damage to the structure and of the surrounding built environment in question.

3. The mere purchase of a structure for future development without further development expenditures shall not be classified as an unreasonable economic hardship.

4. *Conditional Use Permit*

Prior to commencing a use that is listed as requiring a Conditional Use Permit in Table 4.1: Use Table, the applicant shall apply for and obtain a Conditional Use Permit in accordance with Section 64-5-6 of the UDC.

5. *Special Exception*

Prior to commencing a use that is listed as requiring a special exception in Table 4.1: Use Table, the applicant shall apply for and obtain a special exception permit in accordance with Section 64-5-11 of the UDC.

6. *Variance*

(a) Prior to seeking permitting for a plan that the director determines does not comply with the standards of the DDD code during plan review in subsection 1(c) above, or for any other variance from the requirements of this UDC, the applicant shall apply for a variance in accordance with Section 64-5-10 of the UDC.

(b) If the Board of Adjustment approves a variance for all areas of the plan review that the director determined did not comply with the DDD code in accordance with subsection 1(c) above, the applicant may move forward with permitting, subject to any conditions requiring review by the director included as part of the Board of Adjustment's decision.

Section 3. Zoning Sub-Districts

A. Zoning Sub-Districts Established

1. The zoning sub-districts in Table 3.1: Zoning Sub-Districts Established are hereby established:

Table 3.1: Zoning Sub-Districts Established

District	Name
T-6	T-6: Mixed-Use High Intensity Transect
T-5.2	T-5.2: Mixed Use Medium Intensity Transect
T-5.1	T-5;1: Mixed Use Medium Intensity Transect
T-4	T-4: Mixed Use Low Intensity Transect
T-3	T-3: Low Density Residential Transect
Municipal	Municipal district
Open	Open space district
SD-WH	SD-WH: Special District—Warehouse
SD	SD: Special District

2. No other districts, including planned developments, may be applied to land in the Downtown FLUM category in the comprehensive plan except for special districts established in accordance with this Appendix.

3. All district and sub-district boundaries shall be interpreted to be mapped along street centerlines, and rear and side property lines.

4. Multiple properties in more than one transect sub-district that are proposed to be assembled into a single property may not be developed until a regulating plan amendment and a lot recombination, as applicable, is approved to assign the properties to a single transect sub-district.

5. Land within an SD district is required to be rezoned to another zoning sub-district, in accordance with Section 2.B.2, Regulating Plan Amendment, before development may commence on the land.

B. Transect Sub-Districts

1. *General Standards for Transect Sub-Districts*

The following standards apply to development in all transit sub-districts:

(a) The primary frontage shall be:

(1) If a property abuts one street, the street that the property abuts;

(2) If a property abuts more than one street, and one of those streets is an A street, the A street; or

(3) If a property abuts more than one street, and none of those streets is an A street, a street-facing frontage chosen by the applicant.

(b) Building height may be increased to match structures on contiguous lots within the same transect subdistrict.

(c) The maximum lot width standards shall not apply to lots that exceeded the lot width for the sub-district and that existed as of May 13, 2014.

(d) On a site with multiple buildings, a principal building shall be designated.

(e) Each floor in a building shall comply with the standards in Table 9.1: Building Floor Height.

2. *T-6: Mixed-Use High Intensity Transect Sub-District*

(a) *Generally*

The T-6 sub-district regulations are designed to support mixed-use development at the highest intensity in the DDD, with a walkable urban form and a mixture of residential and commercial uses.

(b) *FLUM Applicability*

T-6 subdistricts may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

(d) *Permitted Uses*

See Table 4.1: Use Table, in Section 4, Use Regulations

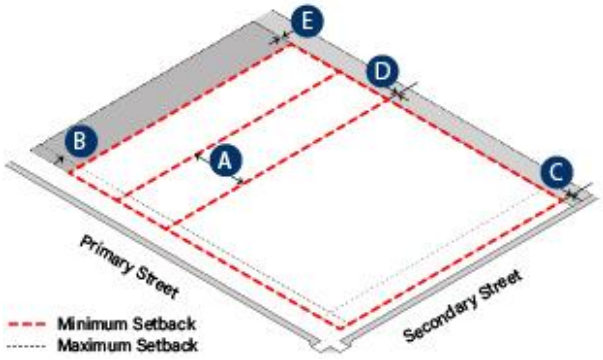
(e) *Dimensional and Intensity Standards*

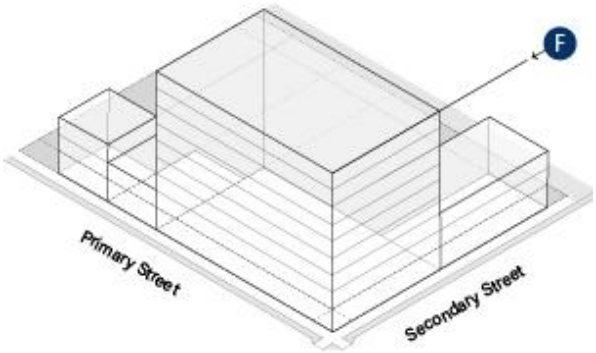
See Table 3.2: T-6 Dimensional and Intensity Standards.

(f) *Additional Standards*

Commercial uses that do not have a shopfront frontage (see Section 6.M, Shopfront Frontage Type) shall have transparent windows covering a minimum of 30 percent of the surface between two and 12 feet above the abutting sidewalk.

Table 3.2: T-6 Dimensional and Intensity Standards





Site features		
Lot area (sf), min		No minimum
Lot width (ft), min | max	A	14 | No maximum
Building per lot, max		No maximum
Building coverage (% of site), max		No maximum
Setback, primary buildings		
Primary frontage (ft), min | max	B	0 | 10 [2] [3]
Secondary frontage (ft), min | max	C	0 | 12
Side (ft), min	D	No minimum
Rear (ft), min	E	No minimum
Setback, outbuildings		
Primary frontage (ft)		To rear of the facade at ground floor, unrestricted upper stories
Secondary frontage (ft)		To rear of the facade at ground floor, unrestricted upper stories
Side (ft), min		No minimum
Rear (ft), min		No minimum

Building Form		
Height, max	F	No maximum [1]
Parking structure		80 feet [4]
Frontage Types	● = Permitted	
Lawn		
Terrace		
Stoop	●	
Common Entry		
Pedestrian forecourt	●	
Vehicular forecourt	●	
Gallery	●	
Shopfront	●	

Transparency	Minimum Required Transparency	Location
Ground floor commercial uses	30%	Between two (2) and twelve (12) feet above the abutting sidewalk
All other building facades facing the street	20%	Per floor
Shopfronts – Ground Floor	50%	Calculated separately for each frontage

[1] The maximum height of outbuildings shall not exceed the height of the principal building.
[2] The setback may match the setback of an adjacent building along the same street frontage.
[3] The maximum setback may be increased by 12 feet along Government Street.
[4] See additional exceptions for parking structures attached to buildings in Section 9.A, Building Height.

3. *T-5.2: Mixed Use Medium Intensity Transect*

(a) *Generally*

The T-5.2 sub-district regulations are designed to support mixed-use development at medium-high intensity, with a walkable urban form and a mixture of residential and commercial uses.

(b) *FLUM Applicability*

T-5.2 subdistricts may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

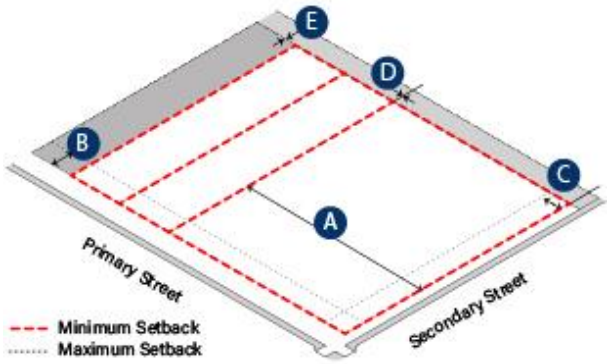
(d) *Permitted Uses*

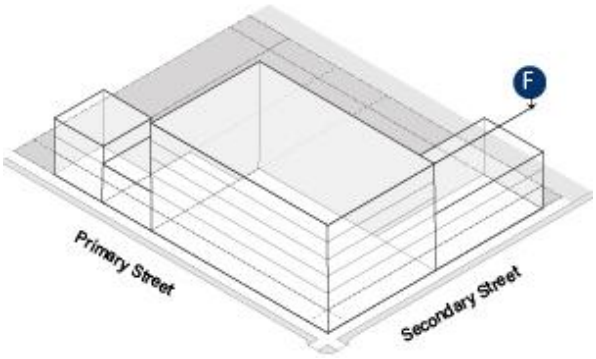
See Table 4.1: Use Table, in Section 4, Use Regulations

(e) *Dimensional and Intensity Standards*

See Table 3.3: T-5.2 Dimensional and Intensity Standards.

Table 3.3: T-5.2 Dimensional and Intensity Standards





Site features		
Lot area (sf), min		No minimum
Lot width (ft), min | max	A	14 | 180
Building per lot, max		No maximum
Building coverage (% of site), max		No maximum
Setback, primary buildings		
Primary frontage (ft), min | max	B	0 | 5 [3]
Secondary frontage (ft), min | max	C	0 | 12 [3]
Side (ft), min	D	No minimum
Rear (ft), min	E	No minimum
Setback, outbuildings		
Primary frontage (ft), min		To rear of the facade
Secondary frontage (ft), min		To rear of the facade
Side (ft), min		No minimum
Rear (ft), min		No minimum

[1] The maximum height of outbuildings shall not exceed the height of the principal building.

[2] The maximum parking structure height is 80 feet for parking structures that front the west side of Claiborne Street between Civic Center Drive and Canal Street, and 60 feet elsewhere. See additional exceptions for parking structures attached to buildings in Section 9.A, Building Height.

[3] The setback may match the setback of an adjacent building along the same street frontage, and the maximum primary frontage setback may be extended an additional 12 feet along Government St.

Building Form		
Height, max	F	5 stories [1]
Fronting Bienville Square		8 stories [1]
Fronting west side of Claiborne St. between Civic Center Dr. and Canal St		16 stories [1]
Parking structure		60 feet [2]

Frontage Types	● = Permitted
Lawn	
Terrace	●
Stoop	●
Common Entry	●
Pedestrian forecourt	●
Vehicular forecourt	
Gallery	●
Shopfront	●

Transparency	Minimum Required Transparency	Location
Ground floor commercial uses	30%	Between two (2) and twelve (12) feet above the abutting sidewalk
All other building facades facing the street	20%	Per floor
Shopfronts – Ground Floor	50%	Calculated separately for each frontage

4. *T-5.1: Mixed Use Medium Intensity Transect*

(a) *Generally*

The T-5.1 sub-district regulations are designed to support mixed-use development at medium-low intensity, with a walkable urban form and a mixture of residential and commercial uses.

(b) *FLUM Applicability*

T-5.1 subdistricts may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

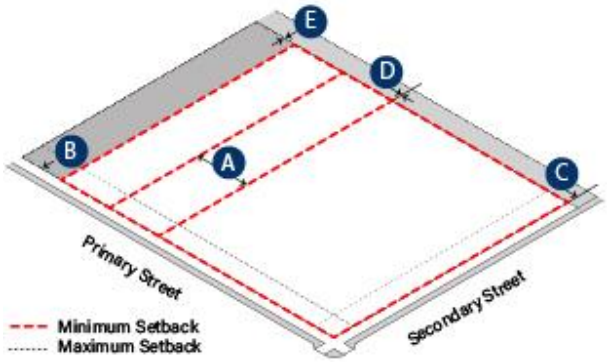
(d) *Permitted Uses*

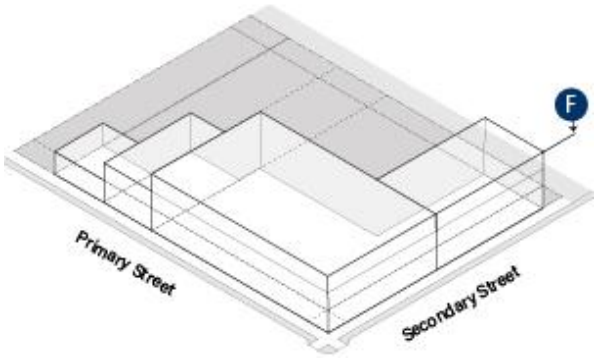
See Table 4.1: Use Table, in Section 4, Use Regulations.

(e) *Dimensional and Intensity Standards*

See Table 3.4: T-5.1 Dimensional and Intensity Standards.

Table 3.4: T-5.1 Dimensional and Intensity Standards





Site features		
Lot area (sf), min		No minimum
Lot width (ft), min | max	A	14 | 180
Building per lot, max		No maximum
Building coverage (% of site), max		No maximum
Setback, primary buildings		
Primary frontage (ft), min | max	B	0 | 12 [2]
Secondary frontage (ft), min | max	C	0 | 12 [2]
Side (ft), min	D	No minimum
Rear (ft), min	E	No minimum
Setback, outbuildings		
Primary frontage (ft), min		To rear of the facade
Secondary frontage (ft), min		To rear of the facade
Side (ft), min		No minimum
Rear (ft), min		No minimum

Building Form		
Height, max	F	3 stories [1]
Parking structure		34 feet [3]
Frontage Types	● = Permitted	
Lawn		
Terrace	●	
Stoop	●	
Common Entry	●	
Pedestrian forecourt	●	
Vehicular forecourt		
Gallery	●	
Shopfront	●	

Transparency	Minimum Required Transparency	Location
Ground floor commercial uses	30%	Between two (2) and twelve (12) feet above the abutting sidewalk
All other building facades facing the street	20%	Per floor
Shopfronts – Ground Floor	50%	Calculated separately for each frontage

[1] The maximum height of outbuildings shall not exceed the height of the principal building.

[2] The setback may match the setback of an adjacent building along the same street frontage, and the maximum primary frontage setback may extend an additional 12 feet along Government St.

[3] See additional exceptions for parking structures attached to buildings in Section 9.A, Building Height.

5. *T-4: Mixed Use Medium Intensity Transect*

(a) *Generally*

The T-4 sub-district regulations are designed to support mixed-use development at low intensity, with a walkable urban form and a mixture of residential and commercial uses.

(b) *FLUM Applicability*

T-4 subdistricts may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

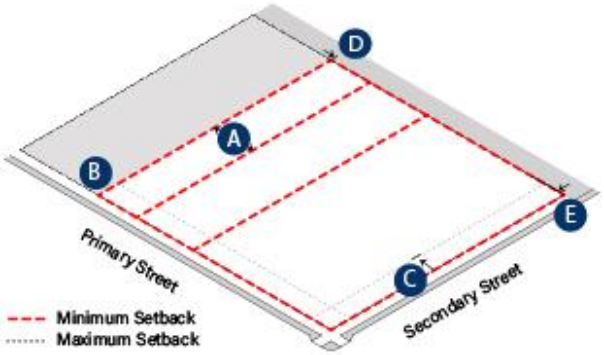
(d) *Permitted Uses*

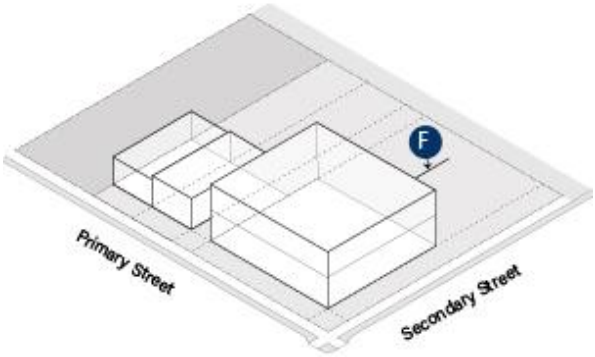
See Table 4.1: Use Table, in Section 4, Use Regulations.

(e) *Dimensional and Intensity Standards*

See Table 3.5: T-4 Dimensional and Intensity Standards.

Table 3.5: T-4 Dimensional and Intensity Standards





Site features		
Lot area (sf), min		No minimum
Lot width (ft), min | max	A	18 | 120
Building per lot, max		3
Building coverage (% of site), max		75

Setback, primary buildings		
Primary frontage (ft), min | max	B	0 | 12 [2]
Secondary frontage (ft), min | max	C	0 | 12 [2]
Side (ft), min	D	No minimum
Rear (ft), min	E	No minimum

Setback, outbuildings	
Primary frontage (ft), min	To rear of the facade
Secondary frontage (ft), min	To rear of the facade
Side (ft), min	No minimum
Rear (ft), min	No minimum

Building Form		
Height, max	F	2 stories [1]

Frontage Types	● = Permitted
Lawn	●
Terrace	●
Stoop	●
Common Entry	●
Pedestrian forecourt	
Vehicular forecourt	
Gallery	
Shopfront	●

Transparency	Minimum Required Transparency	Location
All building facades facing the street	20%	Per floor
Shopfronts – Ground Floor	50%	Calculated separately for each frontage

[1] The maximum height of outbuildings is two stories.
[2] The setback may match the setback of an adjacent building along the same street frontage, and the maximum primary frontage setback may extend an additional 12 feet along Government St.

6. *T-3: Low Density Residential Transect*

(a) *Generally*

The T-3 sub-district regulations are designed to support residential development at low intensity with good pedestrian access to surrounding properties.

(b) *FLUM Applicability*

T-3 subdistricts may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

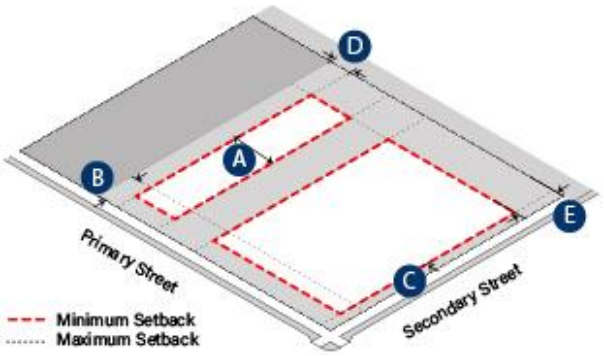
(d) *Permitted Uses*

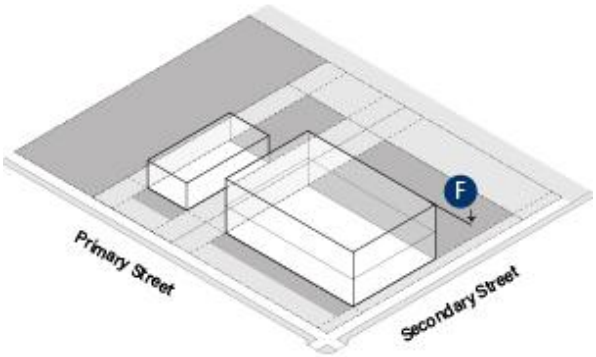
See Table 4.1: Use Table, in Section 4, Use Regulations.

(e) *Dimensional and Intensity Standards*

See Table 3.6: T-3 Dimensional and Intensity Standards.

Table 3.6: T-3 Dimensional and Intensity Standards





Site features		
Lot area (sf), min		No minimum
Lot width (ft), min | max	A	40 | 120
Along the east side of Lawrence St. between Civic Center Dr. and Canal St		30 | 120
Building per lot, max		2
Building coverage (% of site), max		75
Setback, primary buildings		
Primary frontage (ft), min | max	B	10 | 18 [1] [3]
Secondary frontage (ft), min | max	C	5 | No maximum [3]
Side (ft), min	D	10 [3]
Rear (ft), min	E	20 [3]
Setback, outbuildings		
Primary frontage (ft), min		To rear of the facade
Secondary frontage (ft), min		To rear of the facade
Side (ft), min		No minimum
Rear (ft), min		No minimum

Building Form		
Height, max	F	2 stories [2]
Along the east side of Lawrence St. between Civic Center Dr. and Canal St		3 stories [2]

Frontage Types	● = Permitted
Lawn	●
Terrace	●
Stoop	
Common Entry	
Pedestrian forecourt	
Vehicular forecourt	
Gallery	

Transparency	Minimum Required Transparency	Location
All building facades facing the street	20%	Per floor

[1] The setback may match the setback of an adjacent building along the same street frontage, and the maximum primary frontage setback may extend an additional 12 feet along Government St.

[2] The maximum height of outbuildings is two stories.

[3] Along the east side of Lawrence Street between Canal Street and Civic Center, Drive, the primary frontage and secondary frontage setbacks shall not exceed 12 feet, and the side and rear setback minimums do not apply provided fire rating requirements are met.

C. Other Sub-Districts

1. *Municipal Sub-District*

(a) *Generally*

The Municipal sub-district regulations are designed to support public buildings, museums, and public open space such as plazas or parks.

(b) *FLUM Applicability*

The Municipal sub-district may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

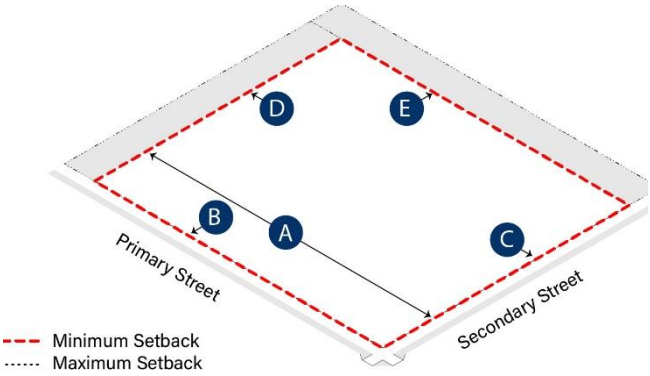
(d) *Permitted Uses*

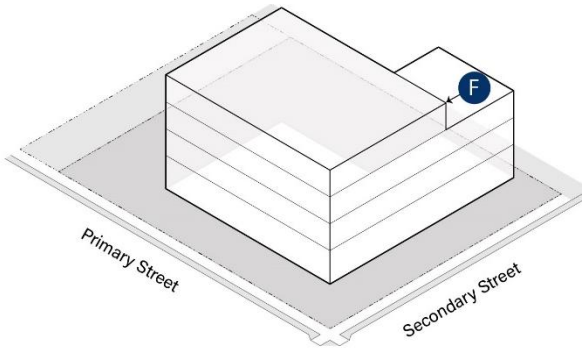
See Table 4.1: Use Table, in Section 4, Use Regulations.

(e) *Dimensional and Intensity Standards*

See Table 3.7: Municipal District Dimensional and Intensity Standards.

Table 3.7: Municipal District Dimensional and Intensity Standards





Site features		
Lot area (sf), min		None
Lot width (ft), min | max	A	None
Building per lot, max		None
Building coverage (% of site), max		None
Setback, primary buildings		
Primary frontage (ft), min | max	B	None
Secondary frontage (ft), min | max	C	None
Side (ft), min	D	None
Rear (ft), min	E	None
Setback, outbuildings		
Primary frontage (ft), min		None
Secondary frontage (ft), min		None
Side (ft), min		None
Rear (ft), min		None

Building Form		
Height, max	F	4 stories
Parking structure		60 feet

Frontage Types	● = Permitted
Lawn	●
Terrace	●
Stoop	●
Common Entry	●
Pedestrian forecourt	●
Vehicular forecourt	●
Gallery	●

Transparency	Minimum Required Transparency	Location
All building facades facing the street	20%	Per floor

2. *Open Sub-District*

(a) *Generally*

The Open sub-district regulations are designed to support public open space such as plazas or parks.

(b) *FLUM Applicability*

The Open sub-district may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

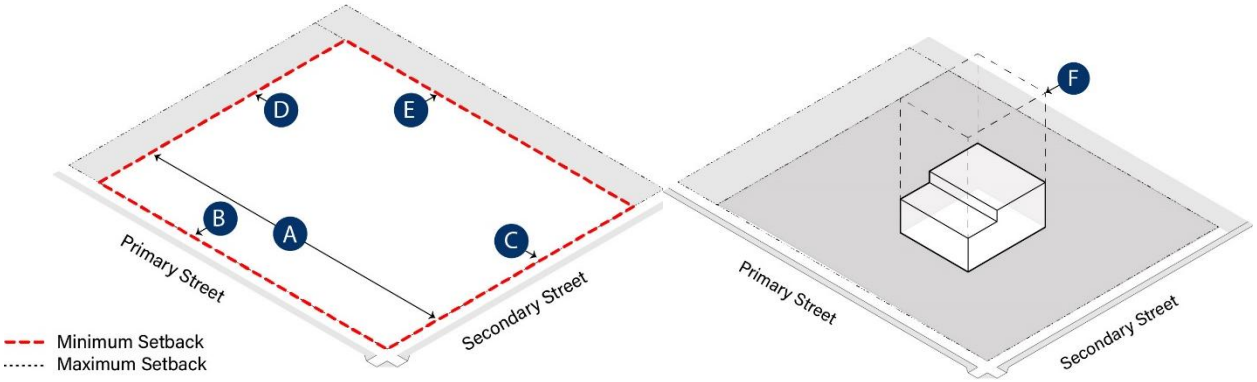
(d) *Permitted Uses*

See Table 4.1: Use Table, in Section 4, Use Regulations.

(e) *Dimensional and Intensity Standards*

See Table 3.8: Open District Dimensional and Intensity Standards.

Table 3.8: Open District Dimensional and Intensity Standards



Site features		
Lot area (sf), min		None
Lot width (ft), min | max	A	None
Building per lot, max		None
Building coverage (% of site), max		No max
Setback, primary buildings		
Primary frontage (ft), min | max	B	None
Secondary frontage (ft), min | max	C	None
Side (ft), min	D	None
Rear (ft), min	E	None
Setback, outbuildings		
Primary frontage (ft), min		None
Secondary frontage (ft), min		None
Side (ft), min		None
Rear (ft), min		None

Building Form		
Height, max	F	4 stories

Frontage Types	**● = Permitted**
Lawn	●
Terrace	●
Stoop	●
Common Entry	●
Pedestrian forecourt	●
Vehicular forecourt	●
Gallery	●

Transparency	Minimum Required Transparency	Location
All building facades facing the street	20%	Per floor

3. *SD-WH Sub-District*

(a) *Generally*

The SD-WH sub-district regulations are designed to guide the redevelopment of the portion of the DDD primarily dedicated to warehousing, manufacturing, and buildings of similar characteristics

(b) *FLUM Applicability*

The SD-WH sub-district may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

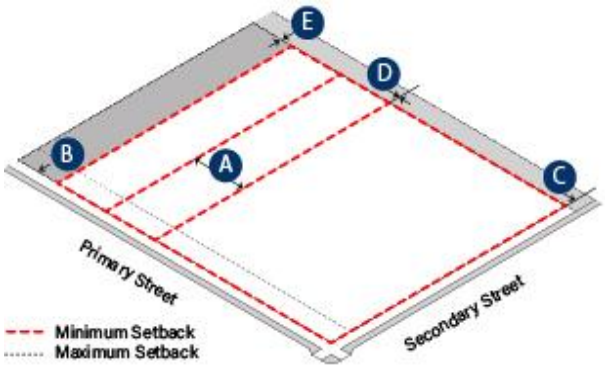
(d) *Permitted Uses*

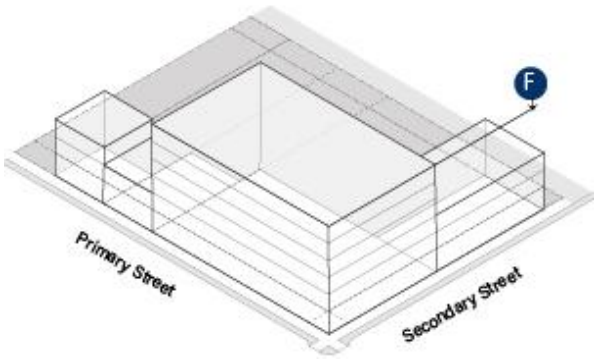
See Table 4.1: Use Table, in Section 4, Use Regulations.

(e) *Dimensional and Intensity Standards*

See Table 3.9: SD-WH District Dimensional and Intensity Standards.

Table 3.9: SD-WH District Dimensional and Intensity Standards





Site features		
Lot area (sf), min		None
Lot width (ft), min | max	A	None
Building per lot, max		None
Building coverage (% of site), max		No max
Setback, primary buildings		
Primary frontage (ft), min | max	B	0 | 10 [1]
Secondary frontage (ft), min | max	C	None
Side (ft), min	D	None
Rear (ft), min	E	None
Setback, outbuildings		
Primary frontage (ft), min		None
Secondary frontage (ft), min		None
Side (ft), min		None
Rear (ft), min		None

Building Form		
Height, max	F	6 stories
Parking structure		60 feet [2]

Frontage Types	● = Permitted
Lawn	●
Terrace	●
Stoop	●
Common Entry	●
Pedestrian forecourt	●
Vehicular forecourt	●
Gallery	
Shopfront	●

Transparency	Minimum Required Transparency	Location
All building facades facing the street [3]	20%	Per floor

[1] The maximum setback may extend an additional 12 feet along Government St.
[2] See additional exceptions for parking structures attached to buildings in Section 9.A, Building Height.
[3] Transparency requirement does not apply to buildings fronting Beauregard Street between Saint Joseph Street, North Water Street and North Lawrence Street

Section 4. Use Regulations

A. General

Uses are permitted in accordance with Table 4.1: Use Table, and the following:

1. An "R" in a cell means that the use sub-category is permitted by right in the sub-district, subject to any notes listed in the cell (see subsection B below) and compliance with all the standards in the DDD code.

2. An "S" in a cell means that the use sub-category is permitted following issuance of a special exception permit in accordance with Section 2.B.5, Special Exception, subject to any notes listed in the cell (see subsection B below) and compliance with all the standards in the DDD code.

3. A "C" in a cell means that the use sub-category is permitted following issuance of a conditional use permit in accordance with Section 2.B.4, Conditional Use Permit, subject to any notes listed in the cell (see subsection B below) and compliance with all the standards in the DDD code.

Table 4.1: Use Table

R = By Right S = By Special Exception C = By Conditional Use Permit

Use Category	Use Sub-Category	T-3	T-4	T-5.1	T-5.2	T-6	Municipal	Open	SD-WH
Industrial	Warehousing & Mini-Storage			R	R[4]	R			R
	Mixed-use Light Manufacturing Component			R	R[4]	R			R
	Manufacturing—Light (5,000 sf max, non-toxic)			R	R[4]	R			R
	Manufacturing—Heavy (over 5,000 sf, non-toxic)								R
	Processing of Food and Beverage Products								R
	Laboratory Facility				R[4]	R			R
	Distribution Facility								R
Utilities	Utility, Minor	R	R	R	R	R			R

Table 4.1: Use Table									
R = By Right S = By Special Exception C = By Conditional Use Permit									
Use Category	**Use Sub-Category**	**T-3**	**T-4**	**T-5.1**	**T-5.2**	**T-6**	**Municipal**	**Open**	**SD-WH**
	Utility, Intermediate	S	S	R	R	R			R
	Utility, Major				C	C			C
Agricultural	Nursery Stock Growing, Processing & Sales		R	R	R[4]	R			R
	Produce Growing, Processing & Sales		R	R	R[4]	R			R
Education	Private Educational Facility (Daycare)	R	R	R	R[5]	R			R
	Private Educational Facility (Elementary)		R	R	R[5]	R			R
	Private Educational Facility (All Levels)			R	R	R			R
Civic Support	Religious institution (including educational)	R	R	R	R	R			R
	Funeral home		R	R	R[4]	R			R
	Hospital, medical offices, veterinary medicine, ambulance service		R	R	R[4]	R			R
	Mystic society meeting hall		R	R	R	R			R
	Museum	C	R	R	R	R	R	R	R
	Park / Open Space	C	R	R	R	R	R	R	R
	Government Building	C	R	R	R	R	R	R	R
Automotive	Automotive Services—Light (5,000 sf max)			R	R[4]	R			R
	Automotive Services—Heavy (over 5,000 sf)								R
	Parking Structure (as a principal use)				R	R	R		R
	Surface Parking (as a principal use)								
	Gas Station			S	S	S			S
Residential	Single-Family Dwelling	R	R	R	R	R			R
	Two-Family Dwelling	R	R	R	R	R			R
	Multi-Family Dwelling		R	R	R	R			R
	Accessory Dwelling Unit	R	R	R					R
	Senior & Elderly Housing	R	R	R	R	R			R
	Nursing & Retirement Housing	R[5]	R	R	R[5]	R			R
	Boarding Houses & Dormitories	R[4]	R	R	R[4]	R			R
	Homeless & Emergency Shelter		S	S	S[6]	S			S
	Mixed-use Residential Component		R	R	R	R			R
Lodging	Hotel (no room limit)				R	R			R
	Inn (up to 20 rooms)		R	R	R	R			R
	Bed and Breakfast (up to 5 rooms)	R	R	R	R	R			R
	Short-Term Rentals	R	R	R	R	R			R
Office	Home-office (non-primary use)	R	R	R	R	R			R

Table 4.1: Use Table									
R = By Right S = By Special Exception C = By Conditional Use Permit									
Use Category	**Use Sub-Category**	**T-3**	**T-4**	**T-5.1**	**T-5.2**	**T-6**	**Municipal**	**Open**	**SD-WH**
	Live-work (office up to 15% of building sf.)	R	R	R	R	R			R
	Work-live (office up to 80% of building sf.)		R	R	R	R			R
	Mixed-use Office Component		R	R	R	R			R
	Office Building		R	R	R	R			R
Communication facilities	Class 1 Communication Facility	R[3]	R[3]	R[3]	R[3]	R[3]	R[3]	R[3]	R[3]
	Class 2 and 3 Communication Facilities	S[3]	S[3]	S[3]	S[3]	S[3]	S[3]	S[3]	R[3]
	Class 4 Communication Facility			S[3]	S[3]	S[3]	S[3]	S[3]	S[3]
Commercial	Live-work (retail up to 15% of building sf.)	R	R	R	R	R			R
	Work-live (retail up to 80% of building sf.)		R	R	R	R			R
	Mixed-use Retail Component		R	R	R	R			R
	Retail Building		R	R	R	R			R
	Café		R	R	R	R	R	R	R
	Restaurant, bar, catering, entertainment, theater, or brewpub			S[7]	S[7]	R			R
	Drive-Thru Retail		S	S	S	S			S
Adult Entertainment	Adult Entertainment Enterprise								

B. Use-Specific Standards

The following standards apply to uses as indicated in the cell in Table 4.1: Use Table

1. Reserved

2. Reserved

3. The use shall comply with the standards in Section 64-4-9, Telecommunications facilities.

4. The use is not permitted on property bound by Civic Center Drive to the North, Claiborne Street to the east, Canal Street to the south, and Lawrence Street to the west.

5. The use requires a Conditional Use Permit on property bound by Civic Center Drive to the North, Claiborne Street to the east, Canal Street to the south, and Lawrence Street to the west.

6. The use is not permitted on property bound by Civic Center Drive to the North, Claiborne Street to the east, Canal Street to the south, and Lawrence Street to the west.

7. This use is permitted by right if the occupancy load is less than 100 people.

Section 5. Development Standards

A. Access and Off-Street Parking

1. *Minimum Off-Street Vehicular Parking*

Development in the DDD is required to provide off-street vehicular parking, in accordance with the following:

(a) No off-street vehicular parking is required for existing development in the T-6 sub-district and all development in the DDD outside of the T-6 sub-district.

(b) New development in the T-6 sub-district shall provide off-street vehicular parking in accordance with Table 5.1: Minimum Off-Street Vehicular Parking for New Development in T-6 Sub-District.

Table 5.1: Minimum Off-Street Vehicular Parking for New Development in T-6 Sub-District

Use	Minimum Number of Off-Street Parking Spaces
Office	3 per 1,000 square feet of gross floor area
Lodging	1 per bedroom
Dwelling	1 per dwelling unit
All other uses	No minimum

(c) The amount of vehicular parking required to be provided on-site in accordance with Table 5.1 may be reduced in accordance with the following:

(1) On-street parking spaces adjacent to the property's frontage may be counted towards the development's required number of vehicular spaces in a one-to-one ratio. On-street parking spaces shall remain available to the general public and shall not be restricted for use by tenants, visitors, or residents of the property.

(2) Off-site parking spaces on land owned or leased from a civic parking reserve or private parking lot or structure may be counted towards the development's required number of vehicular spaces in a one-to-one ratio, provided the off-site parking is within 1,500 feet of the property being served by the parking.

2. *General Standards*

(a) All off-street parking spaces and aisles shall comply with the standards in Section 64-3-12.A.3, Size of parking spaces, and Table 64-3-12.2: Parking Stall and Aisle Dimensions, of the UDC.

(b) In the T-3 and T-4 sub-districts, a parking lot or parking structure shall not contain more than 20 parking spaces.

(c) A parking lot may include attendant huts, pay kiosks, and similar structures and shall be sized and used only to shelter collection and security operations related to the parking use.

(d) Surface parking lots shall be placed to the rear of the façade of the principal building, except in Municipal, Open, and SD-WH sub-districts, where the location is not restricted.

(e) Parking lots and structures shall be masked along frontages in accordance with Section 5.B.1(a), Perimeter Masking.

3. *Vehicular Site Access*

(a) Off-street parking shall only be accessed from a secondary frontage, or B-street, and is prohibited to be accessed from the primary frontage, or A-street, except as provided below.

(b) If parking access through a secondary frontage is not available, off-street parking may be accessed by driveways at the primary frontage if the property width exceeds the minimum width by sub-district in Table 5.2: Parking Lot Specifications.

(c) The width of driveways within a front setback shall not exceed the maximum width by sub-district in Table 5.2.

(d) All curb cuts shall meet the standards in Chapter 57, Article IV, Driveways, of the City Code. The number of curb cuts for a lot shall not exceed the maximum number by sub-district in Table 5.2.

Table 5.2: Parking Lot Specifications

District	Minimum Primary Frontage Parking Access Width (ft)	Maximum Driveway Width (ft)	Maximum Number of Curb Cuts Per Frontage
T-6	72	25 [1]	1 [1]
T-5.2	54	25 [1]	1 [1]
T-5.1	54	25 [1]	1 [1]
T-4	42	10	1
T-3	42	10	1
SD-WH	54	25 [1]	1 [1]
Municipal	No minimum	No maximum	No maximum
Open	No minimum	No maximum	No maximum

[1] On the west side of Claiborne Street between Civic Center Drive and Canal Street, driveway width shall not exceed 36 feet, and two curb cuts are permitted per lot.

[2] Except as permitted in table note [1], a lot with one primary frontage and one secondary frontage is allowed one curb cut to the secondary frontage. A lot with more than one secondary frontage is permitted one curb cut per secondary frontage.

(e) Crushed stone surfaces are permitted in driveways and parking areas with approval of the city engineer and the fire-chief, but may not be used in the right-of-way.

4. *Off-Street Loading Docks and Service Areas*

Off-street loading docks and service areas with a combined width of 30 feet may be incorporated into all frontages on land in the SD-WH sub-district, and in all other sub-districts in accordance with the following:

(a) In secondary frontages, towards the rear of the property; or

(b) In primary frontages, if the property has no secondary frontage and the width of the primary frontage is 120 feet or greater.

5. *Bicycle Parking*

In the T-5 and T-6 sub-districts, property owners may install bicycle racks within the right-of-way adjacent to their frontage in accordance with the following:

(a) *Type of Bicycle Rack*

A bicycle rack shall be of the inverted-U, pole and ring, or removable ring types.

(b) *Bicycle Rack Location*

(1) A bicycle rack shall be placed to maintain at least a four-foot clear path on a sidewalk when a bicycle with a 22-inch (56-cm) frame is properly locked to the rack.

(2) A bicycle rack shall not be located within:

a. Five feet of fire hydrants;

b. Four feet of loading zones and bus stop markers;

c. Three feet of driveways and manholes;

d. Two feet of utility meters and tree boxes; and

(3) A bicycle rack shall not be placed on a sidewalk where the distance from the curb face to the property line is less than seven feet.

(4) A bicycle rack parallel to the curb shall be set back at least two feet from the curb and spaced at least 30 inches from another bicycle rack. A bicycle rack perpendicular to the curb shall be set back at least one foot from the curb and spaced at least 48 inches from another bicycle rack. The distance requirements of this paragraph do not apply where rings are added to existing poles.

B. Landscaping and Screening

1. *Parking Lot Landscaping*

(a) *Perimeter Masking*

(1) A surface parking lot along a frontage shall be masked by one of the following:

a. A liner building; , or

b. One of the following types of screens:

1. A metal fence at least three feet in height that is planted with evergreen hedges, evergreen vines, or other evergreen plant materials. Shrubs for hedges shall be at least three feet in height at planting, and other plantings shall be of a species and planted in a manner that would form an evergreen barrier at least as effective as a hedge; or

2. A masonry wall, with or without vegetative plantings.

(2) A parking structure along a frontage shall be masked by one of the following:

a. Along A-street frontages, a liner building covering the entire width of the structure, excluding any points of access or egress, or 70 percent of a width of the structure at ground floor frontage.

b. Along B-street frontages, a liner building in accordance with subsection a above, or one of the following types of screens:

1. A metal fence at least three feet in height that is planted with evergreen hedges, evergreen vines, or other evergreen plant materials. Shrubs for hedges shall be at least three feet in height at planting, and other plantings shall be of a species and planted in a manner that would form an evergreen barrier at least as effective as a hedge; or

2. A masonry wall, with or without vegetative plantings.

(b) *Interior Plantings*

Each parking lot with more than 50 parking spaces shall be planted with one Overstory Tree from the city's approved Plant List of Article 3 of the UDC for every 15 parking spaces, rounded up.

2. *Screening*

(a) *Refuse*

(1) Dumpsters

All dumpsters except for construction dumpsters used in active construction projects shall comply with the following:

a. Dumpsters shall not be placed in the primary frontage or in street right-of-way

b. Waste removal of a dumpster by a sanitation truck shall take place entirely within the paved surface of the building site. No maneuvering to access the site may take place within street right-of-way.

c. Dumpsters shall be enclosed within an enclosure. The enclosure shall be at least the height of the dumpster which is being enclosed, up to a maximum of eight feet in height, be of sufficient size to allow for placement and removal of dumpster without causing damage to the enclosure, and be made of materials permitted in the applicable transect sub-district in accordance with Section 7, Building Design and Material Standards. The enclosure may be equipped with a door or gate constructed of wood or other opaque material that opens to the outside and which remains closed unless the dumpster is being filled or emptied.

d. Dumpster enclosures shall be maintained in good repair and condition.

(2) Garbage and Grease Containers

a. Garbage container placement shall comply with the standards in Sec. 25-8 of the City Code.

b. Grease containers shall not be placed outside within 20 feet of a sidewalk.

(b) *Mechanical Equipment*

Mechanical equipment, including electric meters, gas meters, water meters, exhaust fans, and HVAC equipment, shall not be located along frontages and shall be masked if visible from a street or sidewalk.

(c) *Rooftop Equipment*

Equipment on rooftops such as turbine vents, skylights, satellite dishes, and television antennae shall be located and arranged so as not to be visible from a street or sidewalk.

C. Fences and Walls

1. *Fence and Wall Locations*

(a) A fence or wall is permitted in a frontage in accordance with the specific standards that apply to each frontage in Section 6, Frontage Standards.

(b) On an improved lot, a fence or wall may be installed with a maximum height of:

(1) In the SD-WH sub-district, 10 feet along the side and rear property lines beyond the front façade of the principal building on the site;

(2) In all sub-districts except for the SD-WH sub-district, eight feet along the side and rear property lines beyond the front façade of the principal building on the site; and

(3) Six feet on any property line on an unimproved lot.

2. *Fence and Wall Materials*

(a) In all sub-districts except the Municipal and Open sub-districts, the following material standards apply:

(1) Fences shall be made of wood picket, wood slat, or wood lattice, or a wrought iron style made of iron, steel, or aluminum.

(2) Walls shall be made of brick, stone, or stucco over masonry.

(b) Fence and wall material may be allowed in combination as approved by the CRC and ARB, as applicable.

(c) In all sub-districts, barbed and concertina wire is prohibited in frontages and in all areas that are visible from frontages.

(d) In all sub-districts, chain link fences are permitted only along interior property lines behind the façade of the building.

D. Signs

1. *General Standards*

(a) *Permit Required*

All signs erected or installed on land in the DDD require a sign permit, in accordance with section 64-10-9 of the UDC.

(b) *Material Standards*

Sign materials shall be compatible with the materials of the building on which it is placed and the sub-district. New materials that achieve the effect of traditional materials and lighting solutions will be considered on a case-by-case basis.

(c) *Illumination*

Signs may only be illuminated in accordance with the following:

(1) A sign may be illuminated by a steady, stationery light source external to the sign that shines directly on the sign.

(2) Reverse channel signs may be backlit with neon or LED lights.

(3) Open channel signs may be illuminated from individual light bulbs within the channel.

(d) *Encroachment*

All signs except yard signs may encroach into the right-of-way. Signs that project from building walls by more than one foot or that are hung from supports over sidewalks shall maintain a minimum clearance of eight feet above adjacent grade.

2. *Neon and LED Interior Signs*

Non-animated neon and LED signs are permitted inside storefront windows, in accordance with the following:

(a) During daytime hours (defined as the time between sunrise and sunset, as those times are determined by the National Weather Service), the maximum brightness level shall not exceed 5,000 nits when measured from the sign's face at its maximum brightness.

(b) At all other times, the maximum brightness level shall not exceed 500 nits when measured from the sign's face at its maximum brightness.

3. *Required Signs*

On each site, one address number sign, no larger than one square foot in area, shall be attached to the building in proximity to the principal entrance, at least six feet high on a wall, or four foot high on a mailbox.

4. *Residential and Home Office Uses in the T-3 and T-4 Sub-Districts*

In the T-3 and T-4 sub-districts, the following apply to signs for residential and home office/live-work units:

(a) Signs may not be illuminated.

(b) Home businesses may have no more than one sign of each type permitted in the sub-district in accordance with Table 5.3: Sign Types Permitted by Sub-District and the standards in Table 5.4: Permitted Signs.

5. *Permitted Signs*

Signs are permitted on land in a sub-district in accordance with Table 5.3: Sign Types Permitted by Sub-District, subject to the standards in Table 5.4: Permitted Signs and subsection 6 below. See also Figure 5.1: Sign Standard Illustration.

Table 5.3: Sign Types Permitted by Sub-District

Sign Types	T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH
Sandwich board	◉ ●	◉ ●	◉ ●		◉ ●	◉ ●	●
Diagonal corner	●	●			●	●	●
Fabric awning	●	●	●		●	●	●
Marquee	◉ ●	◉ ●	◉ ●		◉ ●	◉ ●	●
Window sign	●	●	●		●	●	●
Building	●	●	●		●	●	●
Upper building	◉ ●	◉ ●	◉ ●		◉ ●	◉ ●	●
Hanging blade	●	●	●		●	●	●
Individual storefront	●	●	●		●	●	●
Internal neon	●	●	●		●	●	●
Painted wall	●	●	●		●	●	●
Yard blade	●	●	●	●	●	●	●
Wall plaque	●	●	●	●	●	●	●
Wayfinding sign [1]	●	●	●		●	●	●
Monument sign		●	●		●	●	●
Freestanding sign		●	●		●	●	●
Banner	◉ ●	◉ ●	◉ ●		◉ ●	◉ ●	●
Parking lot sign	●	●	●		●	●	●

● = Permitted ◉ ● = Permitted subject to standards in subsection 6 below

[1] Only permitted along A street.

Table 5.4: Permitted Signs

Sign Type	Number	Area, Maximum	Copy
Sandwich board	1 per business, shall be removed outside of business hours	2 feet wide by 3 feet tall	No restrictions

Table 5.4: Permitted Signs

Sign Type	Number	Area, Maximum	Copy
Diagonal corner	1 per building at corners only, attached at a 45-degree angle	3 feet wide by 15 feet tall	No restrictions
Fabric awning	1 per awning	8 inches tall by awning length	No restrictions
Marquee	1 per building	4 feet plus width of entrance(s) on primary structure, maximum height of marquee structure is 4 feet	No restrictions
Window sign	1 per window (not including temporary signage within window)	30% of window area to which sign is affixed	Applied decal or painted within window
Building	On buildings less than 10 stories in height, 1 per building, within the frieze or upper portion of the storefront if there is no frieze	3 feet in height by façade width (8 feet in height on buildings fronting Claiborne Street between Civic Center Drive and Canal Street)	No restrictions
Upper building	See Section 5.D.6(c), Upper Building		
Hanging blade	1 per business	10 square feet each face	No restrictions
Individual storefront	1 per business	2 feet tall by store length (or to fit within a frieze or architectural feature)	No restrictions
Internal neon	1 per window (not including temporary signage within window)	30% of window area to which sign is affixed	Neon or LED within window
Painted wall	1 per secondary frontage and wall internal to a lot but visible from sidewalks	No restrictions	No restrictions
Yard blade	1 per lot with home business or in non-residential use	5 square feet	No restrictions
Wall plaque	1 per business (located on building) 1 per parking lot (located on an architectural feature of parking lot screening required in Section 5.B.1(a))	SD-WH, Municipal, and Open: 8 square feet T-3: 2 square feet T-4: 2 square feet T-5: 8 square feet T-6: 8 square feet	No restrictions
Wayfinding sign	1 per block or site, located on right-of-way or private property	5 feet in height 20 square feet of signage per face 50 square feet of signage on all faces	No restrictions
Monument sign	1 per site	6 feet in height 8 feet in width 25 square feet of signage per face 50 square feet of signage on all faces	No restrictions
Freestanding sign	1 per site	8 feet in height 5 feet in width 20 square feet of signage per face 40 square feet of signage on all faces	No restrictions
Banner	1 per site	4 feet by 8 feet	No restrictions
Parking lot sign	1 per driveway	10 feet in height (including mount) 3 feet wide by 2 feet hide in sign area 6 square feet of signage	No restrictions

6. *Sign Specific Standards*

(a) *Sandwich Board*

A sandwich board shall not reduce clear path on a sidewalk below four feet in width.

(b) *Marquee*

A marquee shall project between four and 10 feet from a building, and the sign of letter copy on the marquee shall be at least three feet in height.

(c) *Upper Building*

An upper building sign is permitted on a building that is at least 10 stories in height, in accordance with the following:

(1) Two upper building signs may be installed on two separate facades.

(2) The sign shall be installed at least 40 feet above grade

(3) The sign shall comply with the following dimensions:

a. Maximum height of 80 percent of the width of the building wall;

b. Maximum of one horizontal or vertical line of letter or symbols;

c. Maximum font size of eight feet, in any dimension;

d. Maximum logo or emblem size of 10 feet, in any dimension.

(4) The sign shall identify the building or the name of one tenant of the building.

(d) *Monument Sign*

A monument sign shall have a maximum height of six feet, where and a base at least two-thirds (⅔) of the sign width.

(e) *Banner*

A banner shall comply with the standards in Chapter 64, Article 4.

Figure 5.1: Sign Standard Illustration

7. *Abandoned Signs*

An abandoned sign shall be removed within 90 days from the date official notice is given by the Director of Planning. Permanent on-site signs applicable to a business temporarily suspended because of a change in ownership or management of such business shall not be deemed abandoned unless the property remains vacant for at least six months.

Section 6. Frontage Standards

A. Frontage Types Established
The frontage in Table 6.1: Frontage Types are established:

Table 6.1: Frontage Types	
Frontage Type	**Section 6.___**
Lawn Frontage Type	F
Terrace Frontage Type	G
Stoop Frontage Type	H
Common Entry Frontage Type	I
Pedestrian Forecourt Frontage Type	J
Vehicular Forecourt Frontage Type	K
Gallery Frontage Type	L
Shopfront Frontage Type	M

B. Allowed and Required Frontage Types

1. When new development or substantial improvements to existing buildings are proposed, or when the primary frontage of the property is designated to another abutting street, a property owner shall designate the frontage type that applies to the building in accordance with the requirements in Table 6.2: Building Frontage Types Allowed based on the applicable sub-district.

2. No frontage designation is required for work involving new additions to existing buildings that do not constitute substantial improvements.

3. If buildings have multiple frontages or multiple buildings are located on one property, the same frontage type shall be selected for all frontages.

4. A shopfront frontage is required for all ground-floor commercial uses that front the A-Street portions of Dauphin, Conti, and St. Joseph's Streets.

Table 6.2: Building Frontage Types Allowed							
Frontage Types	**T-6**	**T-5 (both)**	**T-4**	**T-3**	**Municipal**	**Open**	**SD-WH**
Lawn			•	•	•	•	•
Terrace		•	•	•	•	•	•
Stoop	•	•	•		•	•	•
Common Entry		•	•		•	•	•

Table 6.2: Building Frontage Types Allowed							
Pedestrian forecourt	●	●			●	●	●
Vehicular forecourt	●				●	●	●
Gallery	●	●			●	●	
Shopfront	●	●	●		●	●	●
● = Permitted							

C. General Frontage Standards

1. At least 80 percent of the frontage in the T-5.1 sub-district and 100 percent of the T-5.2 and T-6 sub-districts shall be built out to the zone between the minimum setback and maximum setback for both the primary and secondary frontages, or shall contain a streetscreen that:

   (a) Is between four and eight feet in height;

   (b) Contains openings for vehicular access that are no more than 30 feet in width;

   (c) Is made of brick, stone, stucco over masonry, iron, steel, or aluminum that appears to be iron; and

   (d) If not opaque, includes landscape plantings, such as a hedge, evergreen fines, or other evergreen planting materials, that increase the opacity of the streetscreen.

2. Except in the Municipal and Open sub-districts, each frontage shall contain no more than one walkway a maximum of five feet in width that provides access to primary and secondary entrances. In the Municipal and Open sub-districts, there are no restrictions on walkway width or the number of walkways.

3. The first floor may be elevated above the maximum established in this section where the 100-year flood plain (AE) and 500-year flood plain (X-shaded) standards require additional elevation.

D. Encroachments

Encroachments into the right-of-way are provided in accordance with the following:

1. A balcony may project three feet from the façade and may extend into the right-of-way, subject to a permit and right-of-way use agreement from the city engineer.

2. Other encroachments or permanent structures greater than three feet in height constructed in the right of way may be permitted, subject to a permit and right-of-way use agreement from the city engineer who may require that the property owner procure and maintain general liability insurance that names the city as an additional insured.

3. Awnings, marquees, or canopies may extend into the right-of-way, except that a canopy supported by a pole or column in the right of way shall require a permit and a right-of-way use agreement from the city engineer and shall not extend within two feet of a curb.

E. Additions to Existing Buildings

Additions to existing buildings shall comply with the following frontage standards:

1. *General Standards*

   (a) Existing buildings that are nonconforming with respect to the frontage standards of the DDD code are not required to meet frontage type requirements unless the frontage is reoriented so that the principal entrance to the façade faces a different primary frontage street.

   (b) Additions to existing buildings may match the foundations, porch depth, and finished floor elevations of the existing building.

   (c) Porches, stairs, stoops, and ramps that are added to existing buildings may encroach into the front setback in accordance with the following:

(1) All such features may encroach up to 50 percent of the front setback depth in the T-3 sub-district, and 100 percent in all other sub-districts.

(2) Porches shall be at least eight feet deep in the T-3 sub-district, and five feet deep in the T-4 sub-district.

(d) Alterations to existing facades facing a frontage shall not reduce the percentage of the façade that is transparent below the percentage transparency of the existing façade or the percentage transparency required for the applicable frontage type, whichever is less.

2. *Specific Standards*

(a) *Additions to Existing Buildings in T-3 Sub-District*

Additions to existing buildings in the T-3 sub-district shall comply with the standards in Table 6.3: Additions to Existing Buildings in T-3 Sub-District.

Table 6.3: Additions to Existing Buildings in T-3 Sub-District

Standard	Value
Finished floor elevation	Match existing structure, or between 16 and 48 inches above average grade along the front property line
Front yard terrace	Raised up to 36 inches above sidewalk grade, to form a terrace
Fence or wall	Permitted along front property line and side lot lines to façade of building, with maximum height of four feet
Shopfront	Prohibited
Gallery	Prohibited

(b) *Additions to Existing Buildings in T-4 Sub-District*

Additions to existing buildings in the T-4 sub-district shall comply with the standards in Table 6.4: Additions to Existing Buildings in T-4 Sub-District.

Table 6.4: Additions to Existing Buildings in T-4 Sub-District

Standard	Value
Finished floor elevation	Match existing structure, or between 16 and 48 inches above average grade along the front property line. If shopfront is incorporated, may be at sidewalk level
Front yard terrace	Raised up to 36 inches above sidewalk grade, to form a terrace
Fence or wall	Permitted along front property line and side lot lines to façade of building, with maximum height of four feet and with or without masonry piers
Paving	Frontage may be paved up to 100 percent of area, using unit masonry or concrete
Shopfront	Permitted
Gallery	Prohibited

(c) *Additions to Existing Buildings in T-5 Sub-District*

Additions to existing buildings in the T-5 sub-district shall comply with the standards in Table 6.5: Additions to Existing Buildings in T-5 Sub-District.

Table 6.5: Additions to Existing Buildings in T-5 Sub-District

Standard	Value
Finished floor elevation	Match existing structure, or up to 30 inches above average grade along the front property line.
Front yard terrace	Raised up to 20 inches above sidewalk grade, to form a terrace
Fence or wall	Permitted along front property line and side lot lines to façade of building, with maximum height of four feet and with or without masonry piers. Wood fences prohibited in T-5.2 sub-district
Walkways	One per building entrance with a maximum width of five feet, except if a stoop frontage or common entry frontage is provided in accordance with Section 6.H, Stoop Frontage Type, or Section 6.I, Common Entry Frontage Type, respectively
Paving	Frontage may be paved up to 100 percent of area, using unit masonry or concrete
Courtyard (primary entry only)	May be incorporated into frontage with a portion of the façade recessed beyond the maximum front setback, and a maximum area of 600 square feet.
Shopfront	Permitted
Gallery	Permitted

(d) *Additions to Existing Buildings in T-6 Sub-District*

Additions to existing buildings in the T-6 sub-district shall comply with the standards in Table 6.6: Additions to Existing Buildings in T-6 Sub-District.

Table 6.6: Additions to Existing Buildings in T-6 Sub-District

Standard	Value
Finished floor elevation	Match existing structure, or up to 30 inches above average grade along the front property line.
Front yard terrace	Raised up to 20 inches above sidewalk grade, to form a terrace
Fence or wall	Permitted along front property line and side lot lines to façade of building, with maximum height of four feet and with or without masonry piers. Wood fences prohibited
Paving	Frontage may be paved up to 100 percent of area, using unit masonry or concrete
Courtyard (primary entry only)	May be incorporated into frontage with a portion of the façade recessed beyond the maximum front setback, and a maximum area of 1,600 square feet.
Shopfront	Permitted
Gallery	Permitted

(e) *Additions to Existing Buildings in Municipal and Open Sub-Districts*

Additions to existing buildings in the Municipal and Open sub-districts shall comply with the standards in Table 6.7: Additions to Existing Buildings in Municipal and Open Sub-Districts.

Table 6.7: Additions to Existing Buildings in Municipal and Open Sub-Districts

Standard	Value
Finished floor elevation	Match existing structure, up to 30 inches above average grade along the front property line, or as required to meet minimum flood elevation requirements.
Front yard terrace	Raised up to 20 inches above sidewalk grade, to form a terrace
Fence or wall	Permitted along front property line and side lot lines to façade of building, with maximum height of ten feet and with or without masonry piers.
Paving	Frontage may be paved up to 100 percent of area, using unit masonry, concrete, asphalt, or aggregate
Courtyard (primary entry only)	May be incorporated into frontage with a portion of the façade recessed beyond the maximum front setback, and a maximum area of 1,600 square feet.
Shopfront	Permitted
Gallery	Permitted

(f) *Additions to Existing Buildings in SD-WH Sub-District*

Additions to existing buildings in the SD-WH sub-district shall comply with the standards in Table 6.8: Additions to Existing Buildings in SD-WH Sub-District.

Table 6.8: Additions to Existing Buildings in SD-WH Sub-District

Standard	Value
Finished floor elevation	Match existing structure, or up to 30 inches above average grade along the front property line.
Front yard terrace	Raised up to 20 inches above sidewalk grade, to form a terrace
Fence or wall	Iron fence permitted along front property line and side lot lines to façade of building, with maximum height of six feet and with or without masonry piers.
Paving	Frontage may be paved up to 100 percent of area, using unit masonry or concrete
Courtyard (primary entry only)	May be incorporated into frontage with a portion of the façade recessed beyond the maximum front setback, and a maximum area of 1,600 square feet.
Shopfront	Permitted
Gallery	Prohibited

F. Lawn Frontage Type

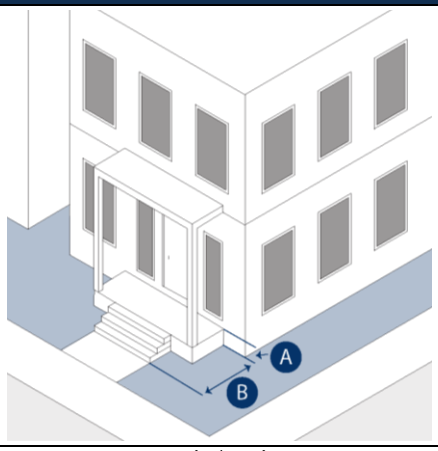
1. *General Characteristics*

In the lawn frontage type, the façade is set back from the front property line with the first story elevated from the sidewalk for privacy and principal entry accessed by a porch or stoop.

2. *Standards*

Development using a lawn frontage type shall comply with the standards in Table 6.9: Lawn Frontage Type Standards.

Table 6.9: Lawn Frontage Type Standards

Site features		Applicable Sub-districts							
		T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (min | max)	A			●	●			●	16 in | 48 in (measured from average grade at property line)
						●	●		As required to comply with flood elevation requirements
Encroachment depth (max)									
Porches, stairs, ramps	B				●				50 percent of front setback depth, min porch depth of 8 ft
				●					100 percent of front setback depth, min porch depth of 4 ft
Bay windows, roof overhangs, cornices, windows and door surrounds, other façade decorations	B			●	●	●	●	●	2 ft
Stoops	B			●	●	●	●	●	4 ft (may be covered by a roof structure supported by columns or wall brackets)
Fences and Walls									
Front property line and side lot lines to façade of building, max height				●	●	●	●	●	4 ft
Along side and rear property lines behind front façade, max height				●	●				8 ft
						●	●	●	10 ft
Permitted materials				●	●			●	Fences: wood picket, wood slat, wood lattice, or wrought iron style made of iron, steel or aluminum. Walls: brick, stone or stucco over masonry
						●	●		All materials permitted
Frontage									
Walkways				●	●			●	One per frontage, max width 5 ft
						●	●		Unlimited number and width
Building foundations				●	●			●	Brick stone, or stucco pier and inset fill-panel construction, or chain wall construction with panels inset to resemble pier and infill panel construction. Infill between piers shall be brick, stone, stucco, wood lattice, or vertical wood picket and shall be recessed so that piers protrude from the infill
						●	●		No limitations

G. Terrace Frontage Type

1. *General Characteristics*

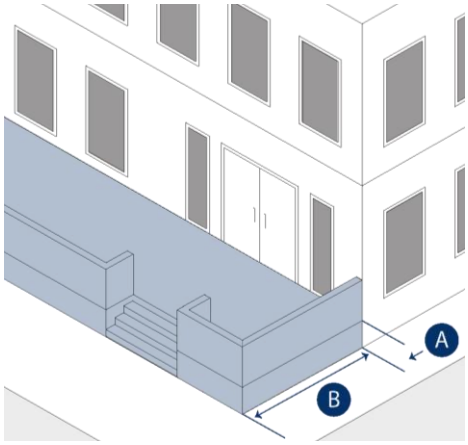
In the terrace frontage type, the façade is set back from the front property line by an elevated patio. A terrace frontage may include all elements of a shopfront frontage (see subsection L below) at the level of the terrace.

2. *Standards*

Development using a terrace frontage type shall comply with the standards in Table 6.10: Terrace Frontage Type Standards.

Table 6.10: Terrace Frontage Type Standards

Site features		Sub-districts: T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (min | max)	A		●	●	●			●	20 in | 36 in (measured from average grade at property line)
						●	●		As required to comply with flood elevation requirements
Terrace standards									
Elevation (min | max)	A		●	●	●	●	●	●	20 in | 36 in
Required encroachment			●	●	●	●	●	●	100 percent of width of façade, at primary frontage, except where driveways are permitted
Depth (max)	B		●	●	●	●	●	●	8 ft (may extend to front property line)
Surfacing			●			●	●	●	Paved or unpaved, with unit masonry or concrete
				●	●				Paved or landscaped
Fences and Walls									
Where allowed			●	●	●	●	●	●	Only where necessary as part of terrace structure or to provide a safety railing
Materials			●	●	●			●	Fences: Wrought iron style made of iron, steel or aluminum. Walls: brick, stone or stucco over masonry
						●	●		All materials permitted
Awnings									
Material and Type			●	●	●	●	●	●	Fabric, fixed or movable
Primary frontage, span	Ground floor		●	●	●	●	●	●	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors		●	●	●	●	●	●	Shall cover only a window/door and match width of window/door
Primary frontage, projection			●	●	●	●	●	●	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft
Secondary frontages			●	●	●	●	●	●	Permitted only over doors, max 6 feet projection
Clearance			●	●	●	●	●	●	Min 8 ft over sidewalk or terrace, set back at least 2 ft from curb
Frontage									
Walkways				●					One per secondary entrance, max width 5 ft
Building foundations			●	●	●			●	Brick stone, or stucco pier and inset fill-panel construction, or chain wall construction with panels inset to resemble pier and infill panel construction. Infill between piers shall be brick, stone, stucco, wood lattice, or vertical wood picket and shall be recessed so that piers protrude from the infill
						●	●		No limitations



H. Stoop Frontage Type

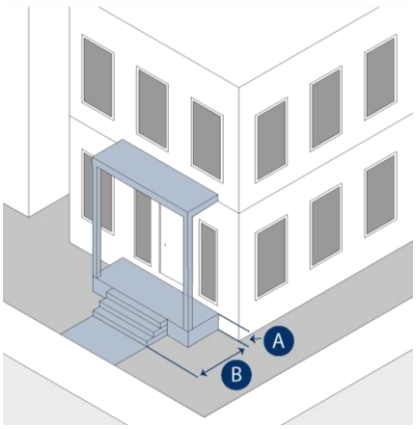
1. *General Characteristics*

In the stoop frontage type, the building façade is aligned close to the front property line with the first story elevated from the sidewalk for privacy, and an exterior stair and landing at the building entrance.

2. *Standards*

Development using a stoop frontage type shall comply with the standards in Table 6.11: Stoop Frontage Type Standards.

Table 6.11: Stoop Frontage Type Standards

Site features		Sub-districts							
		T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (min | max)	A	●	●	●				●	20 in | 36 in (measured from average grade at property line)
						●	●		As required to comply with flood elevation requirements
Stoop standards									
Stoop required		●	●	●		●	●	●	Stoop is required to be provided at the primary entrance. Stoops at secondary entrances may be provided
Elevation (min | max)	A	●	●	●		●	●	●	20 in | 36 in above sidewalk grade
Depth (min | max)	B	●	●	●		●	●	●	4 ft | 6 ft
Encroachment, Stoop		●	●	●		●	●	●	Stoop encroach into front setback at principal entrance or be recessed into the building façade
Encroachment, Steps									Steps that provide access to porch or stoop may encroach up to property line
Coverage		●	●	●		●	●	●	Optional roof structure supported by columns or wall brackets
Fences and Walls									
General Standards				●					Iron fence with or without masonry piers at front property line is permitted
Walkways									
Walkways				●					One permitted per entrance, with a maximum width of 5 ft
Frontage									
Surfacing		●	●	●		●	●	●	Frontage may be paved up to 100 percent of area, using unit masonry or concrete

I. Common Entry Frontage Type

1. *General Characteristics*

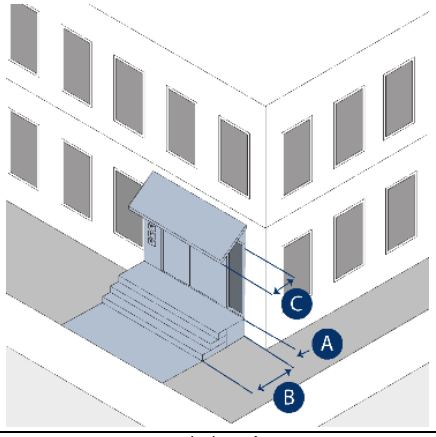
In the common entry frontage type, a single point of entry is provided for multiple units or uses in a single building. A common entry frontage may include all elements of a shopfront frontage (see subsection L below) at the level of the sidewalk.

2. *Standards*

Development using a common entry frontage type shall comply with the standards in Table 6.12: Common Entry Frontage Type Standards.

Table 6.12: Common Entry Frontage Type Standards

Site features		Sub-districts: T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (min | max)	Ⓐ		●	●				●	n/a | 30 in (measured from average grade along the facade)
						●	●		As required to comply with flood elevation requirements
Encroachment depth (max)									
Stairs	Ⓑ		●	●		●	●	●	May encroach up to property line
Fences and Walls									
General Standards				●					Fence made of iron, steel, or aluminum that appears to be iron, with or without masonry piers, at front property line is permitted
Awnings									
Material and Type			●	●		●	●	●	Fabric, fixed or movable
Primary frontage, span — Ground floor			●	●		●	●	●	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
Primary frontage, span — Other floors			●	●		●	●	●	Shall cover only a window/door and match width of window/door
Primary frontage, projection	Ⓒ		●	●		●	●	●	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft
Secondary frontages			●	●		●	●	●	Permitted only over doors, max 6 feet projection
Clearance			●	●		●	●	●	Min 8 ft over sidewalk or terrace, set back at least 2 ft from curb
Walkways				●					One permitted per entrance, with a maximum width of 5 ft
Frontage									
Surfacing			●	●		●	●	●	Frontage may be paved up to 100 percent of area, using unit masonry or concrete



J. Pedestrian Forecourt Frontage Type

1. *General Characteristics*

In the pedestrian forecourt frontage type, a portion of the facade is close to the front property line and remaining facade is set back from the front property line to create an entry courtyard. A pedestrian forecourt frontage may include all elements of:

(a) A gallery frontage (see subsection L below), except within the entry courtyard; and

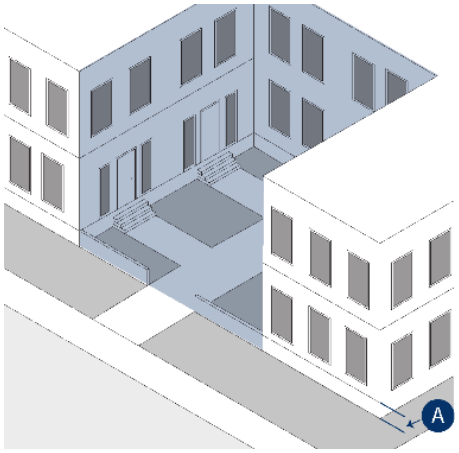
(b) A shopfront frontage (see subsection L below) along front property lines and within the entry courtyard.

2. *Standards*

Development using a pedestrian forecourt frontage type shall comply with the standards in Table 6.13: Pedestrian Forecourt Frontage Type Standards.

Table 6.13: Pedestrian Forecourt Frontage Type Standards

Site features			Sub-districts: T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (min | max)		A	●	●					●	18 in (except 0 in at entry) (measured from average grade along the facade)
							●	●		As required to comply with flood elevation requirements
Entry courtyard										
Location			●	●			●	●	●	Principal entrance
Area, max			●	●					●	600 sq ft
							●	●		1,600 sq ft
Design			●	●			●	●	●	Bound by building facades on at least two sides
Build out			●	●			●	●	●	The width of the entry courtyard shall count towards frontage build out (see Section 6.C.1 above)
Awnings and canopies										
Material and Type	Awning		●	●			●	●	●	Fabric, fixed or movable
	Canopy		●	●			●	●	●	Fixed, metal or wood
Awnings and canopies, primary frontage, span	Ground floor		●	●			●	●	●	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors		●	●			●	●	●	Shall cover only a window/door and match width of window/door
Awnings and canopies, primary frontage, projection			●	●			●	●	●	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft
Awnings and canopies, secondary frontages			●	●			●	●	●	Permitted only over doors, max 6 feet projection
Awnings and canopies, setback			●	●			●	●	●	Set back at least 2 ft from curb
Clearance			●	●			●	●	●	Min 8 ft over sidewalk



K. Vehicular Forecourt Frontage Type

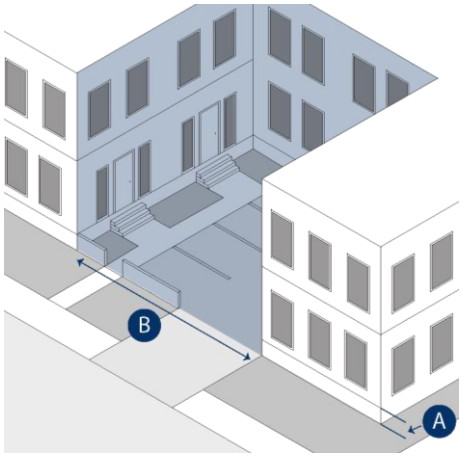
1. *General Characteristics*

In the vehicular forecourt frontage type, portion of the facade is close to the front property line and remaining facade is set back from the front property line to create an entry courtyard for vehicular access

2. *Standards*

Development using a vehicular forecourt frontage type shall comply with the standards in Table 6.14: Vehciular Forecourt Frontage Type Standards.

Table 6.14: Vehciular Forecourt Frontage Type Standards



Site features		Sub-districts							
		T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (max)	A	●						●	18 in (except 0 in at entry) (measured from average grade along the facade)
						●	●		As required to comply with flood elevation requirements
Entry courtyard									
Location		●				●	●	●	Principal entrance
Area, max		●				●	●	●	1,600 sq ft
Width, max	B	●				●	●	●	50% of width of facade
Design		●				●	●	●	Bound by building facades on at least two sides
Surfacing		●				●	●	●	Paved or unpaved, with unit masonry or concrete
Build out									The width of the entry courtyard shall count towards frontage build out (see Section 6.C.1 above)
Awnings and canopies									
Material and type	Awning		●				●	●	●	Fabric, fixed or movable
	Canopy									Fixed, metal or wood
Awnings, primary frontage, span	Ground floor		●				●	●	●	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors		●				●	●	●	Shall cover only a window/door and match width of window/door
Awnings, primary frontage, projection			●				●	●	●	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft Awnings on vehicular forecourt frontages may extend 12 feet except where installed as a porte-cochere in which case the maximum depth is 30 feet.
Awnings, secondary frontages			●				●	●	●	Permitted only over doors, max 6 feet projection
Awnings, setback			●				●	●	●	Set back at least 2 ft from curb
Clearance			●				●	●	●	Min 8 ft over sidewalk

L. Gallery Frontage Type

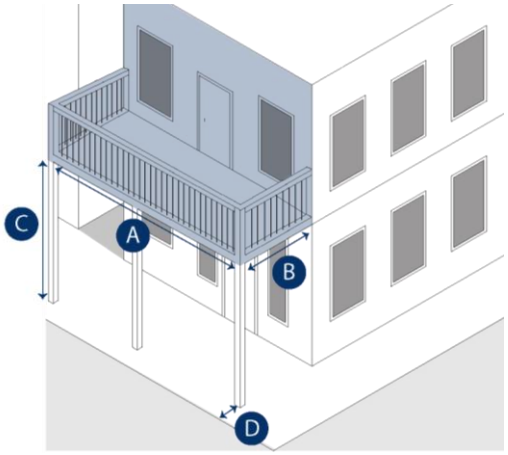
1. *General Characteristics*

In the gallery frontage type, the façade is aligned close to the front property line with an attached lightweight colonnade overlapping the sidewalk.

2. *Standards*

Development using a gallery frontage type shall comply with the standards in Table 6.15: Gallery Frontage Type Standards. A gallery frontage may include all elements of a shopfront frontage.

Table 6.15: Gallery Frontage Type Standards

Site features		Sub-districts							
		T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (max)	A	●	●						18 in (except 0 in at entry) (measured from average grade along the facade)
						●	●		As required to comply with flood elevation requirements
Gallery, general									
Depth, min.	B	●	●			●	●		7 ft
Height, min.	C	●	●			●	●		12 ft
Encroachment	B	●	●			●	●		May encroach within public right-of-way with a right-of-way permit, provided a minimum 5-ft-wide clear pedestrian path is maintained along the public sidewalk
Span, min.		●	●						80% of façade without gaps
Columns		●	●						Required, centered on spandrel beam, constructed of round metal, diameter of between 3 and 6 in, with a base, shaft, and capital. Upper story columns and railing posts shall align with columns below
Column, location	B D	●	●						Min. 7 ft from façade, Min. 2 ft from curb
Gallery deck, configuration		●	●						Max 9 inches thick (including all structures and surface) and exposed
Gallery deck, location		●	●						Located above top of transom windows
Gallery, materials		●	●						Upper story railings shall be painted metal
Lighting		●	●			●	●		Where a gallery interrupts street lighting, a minimum of one-half (1/2) foot candle of lighting shall be provided within the gallery
Frontage									
Walkways									One per secondary entrance, max width 5 ft
Building foundations		●	●						Brick stone, or stucco pier and inset fill-panel construction, or chain wall construction with panels inset to resemble pier and infill panel construction. Infill between piers shall be brick, stone, stucco, wood lattice, or vertical wood picket and shall be recessed so that piers protrude from the infill
						●	●		No limitations
Surfacing		●	●			●	●		Frontage may be paved up to 100 percent of area, using unit masonry or concrete

M. Shopfront Frontage Type

1. *General Characteristics*

(a) In the shopfront frontage type, the building facade at the ground floor is substantially glazed to provide visibility into interior spaces. Shopfronts may include display cases that project forward and recessed entries.

(b) Shopfront frontages may be used alone as a frontage type or in combination with other frontage types.

2. *Standards*

Development using a shopfront frontage type shall comply with the standards in Table 6.16: Shopfront Frontage Type Standards. In addition, ground-floor movable commercial uses may utilize the public sidewalk for seating, serving, displays of merchandise, and other business-related activities as long as a five-foot minimum clear sidewalk passage is maintained.

Table 6.16: Shopfront Frontage Type Standards

Site features			Sub-districts							
			T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (max)			●	●	●				●	18 in (except 0 in at entry) (measured from average grade along the facade)
							●	●		As required to comply with flood elevation requirements
Shopfront, design										
Configuration			●	●	●				●	Shall be designed with a bulkhead, display window, and transom (see Figure 6.1: Shopfront Design Illustration)
Height (min)		A	●	●	●				●	16 ft (measured from grade to top of base cornice)
Bulkhead, height (min | max)		B	●	●	●				●	18 in | 30 in
Transom windows, configuration			●	●	●				●	Include dividing muntins and no signage
Signs			●	●	●				●	Individual storefront signs that are mounted onto the façade shall be installed above transom window
Recessed entry			●	●	●		●	●	●	May be recessed up to 8 ft from façade
Shopfront, Transparency, and coverage										
Transparency of shopfront area, min.			●	●	●		●	●	●	Min 50% along each frontage, calculated by the width of the frontage and the area between the sidewalk grade and bottom of the second floor or roof structure
Coverage, min	Primary frontage		●	●	●		●	●	●	80 percent of frontage length
	Secondary frontage		●	●	●		●	●	●	30 percent of frontage length
Awnings and canopies [1]										
Material and type	Awning		●	●	●		●	●	●	Fabric, fixed or movable
	Canopy		●	●	●		●	●	●	Fixed, metal or wood
Awnings, primary frontage, span	Ground floor		●	●	●		●	●	●	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors		●	●	●		●	●	●	Shall cover only a window/door and match width of window/door
Awnings, primary frontage, projection		C	●	●	●		●	●	●	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft
Awnings, secondary frontages			●	●	●		●	●	●	Permitted only over doors, max 6 feet projection
Awnings, setback			●	●	●		●	●	●	Set back at least 2 ft from curb
Clearance		D	●	●	●		●	●	●	Min 8 ft over sidewalk
Frontage										
Surfacing			●	●	●		●	●	●	Frontage may be paved up to 100 percent of area, using unit masonry or concrete

[1] Awnings and canopies are only permitted on shopfront frontages that are not combined with other frontage types.

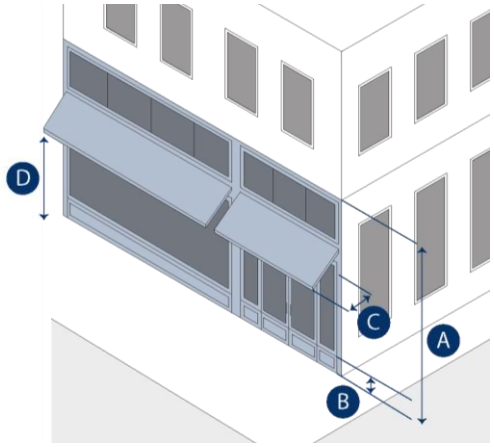


Figure 6.1: Shopfront Design Illustration

	Cornice: Trim required at the eave or top of parapet. May include one or more habitable floors for buildings over six stories. *Shaft:* Determined by the building height. *Base:* A minimum of 16 feet in height as measured from the average sidewalk grade at the building frontage. For buildings over six stories, the base should extend to the vertical extent of the second story

Section 7. Building Design and Material Standards

A. General Standards

1. All openings, including but not limited to porches, galleries, doors, and windows, with the exception of shopfronts, shall be square or vertical in proportion.

2. If multiple exterior materials are used on a single building, the materials shall be combined on each facade horizontally, with heavier material below lighter material.

3. A building shall use the following exterior finish materials:

   (a) Wood or cementitious clapboard;

   (b) Shingles;

   (c) Board and batten;

   (d) Stucco;

   (e) Brick;

   (f) Stone; or

   (g) Alternate materials approved in accordance with Section 2.B.1(d), Administrative Deviations.

B. Orientation

A building façade shall be parallel to the primary front property line, except within 20 feet of corners, with the primary building entrance through the façade.

C. Foundation Standards

1. *Applicability*

(a) The standards of this section apply to development in the T-3, T-4, T-5, T-6, and SD-WH sub-districts, except as provided in subsection (b) below.

(b) The standards of this section do not apply to:

(1) Slab-on-grade construction in the common entry, pedestrian forecourt, vehicular forecourt, gallery, and shopfront frontage types; or

(2) Foundations of new additions to existing buildings, which may match the material and design of the foundation of the existing building.

2. *Foundation Specifications and Materials*

(a) *Raised Foundations*

In the T-3, T-4, T-5, T-6, and SD-WH sub-districts, raised foundations shall be one of the following:

(1) Pier and fill-panel construction;

(2) Chain wall construction with panels inset to resemble pier and infill panel construction; or

(3) Raised slab foundations with piers faced with brick, stone, or stucco

(b) *Lattice Foundations*

If used in the T-3, T-4, T-5, T-6, and SD-WH sub-districts, lattice shall be hung below the skirt board or siding between the piers and framed with trim and shall not be secured to the face of the foundation.

(c) *Solid Infill*

In the T-3, T-4, T-5, T-6, and SD-WH sub-districts, solid infill between the piers shall be recessed.

(d) *Material Standards*

A building foundation shall use the materials listed as permitted in Table 7.1: Foundation Materials, based on the applicable sub-district.

Table 7.1: Foundation Materials

Materials	T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH
Brick	●	●	●	●	●	●	●
Stone	●	●	●	●	●	●	●
Stucco	●	●	●	●	●	●	●
Metal infill					●	●	
Plywood panels					●	●	
Mineral board panels					●	●	
Plastic or vinyl sheeting					●	●	
Unfinished concrete block					●	●	
Wood piers					●	●	
Imitation brick or stone					●	●	
Vinyl lattice					●	●	
● = Permitted							

D. Transparency Standards

1. Except for buildings located in a SD-WH district fronting Beauregard Street between Saint Joseph Street, North Water Street and North Lawrence Street, all building Facades along public frontages shall have a minimum of 20 percent transparency measured on each floor, except as otherwise provided in this Ordinance for specific frontage types.

2. Reflective glass may not be used to meet the standards of this subsection D within the first six stories above ground level.

3. Opaque and spandrel glass may not be used to meet the transparency standards of this subsection D.

4. Tinted glass may be used, provided the visible transmittance rating is no less than the minimum required to meet the standards of the building code. In lieu of tinting, the use of awnings to address solar gain is preferred.

5. Security bars on windows or doors shall not be visible from the street.

E. Roof Standards

A roof shall use the materials listed as permitted in Table 7.2: Roof Materials, based on the applicable sub-district.

Table 7.2: Roof Materials

Materials	T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH
Tile	●	●	●	●	●	●	●
Standing seam metal	●	●	●	●	●	●	●
Metal shingles	●	●	●	●	●	●	●
Five v-crimp	●	●	●	●	●	●	●
Asphalt, fiberglass, cement fiber, wood, or slate shingles	●	●	●	●	●	●	●
Built-up or membrane roofing	[1]	[1]	[1]	[1]	[1]	[1]	[1]
Corrugated fiberglass					●	●	
Asphalt roll roofing					●	●	
Corrugated metal					●	●	
Panel and batten					●	●	
Colored metal					●	●	
All other materials					●	●	

● = Permitted

[1] Build-up or membrane roofing shall only be used on roofs with slopes less than 3:12 rise:run where hidden from view from the public right-of-way.

Section 8. Nonconformities

A. Uses

1. *Continuance of Nonconforming Uses*

(a) Except as provided in this section, a lawfully operating nonconforming use may continue operating, as the use existed on May 13, 2014, or on the date that an amendment to the DDD made the use nonconforming.

(b) The number of dwelling units in a nonconforming dwelling use shall not be increased over the number of dwelling units existing in the nonconforming use on May 13, 2014.

2. *Existing Parking Lots*

The following standards apply to parking lots in existence as of May 13, 2014, which were required comply with the screening and masking standards of the DDD code no later than May 31, 2018.

(a) Parking lots existing as of May 13, 2014 shall comply with the standards in Section 5.B.1(a), Perimeter Masking, except that the parking lots may use existing vegetative buffers that accomplish the intent of Section 5.B.1(a) and are maintained to retain the effectiveness of the masking .

(b) Parking lots existing as of May 13, 2014 along Broad, Beauregard, Water and Canal Streets shall comply with the standards of Section 5.B.1(a), Perimeter Masking following the city's completion of physical improvements along the streets adjacent to the property.

(c) Location of required masking is subject to line-of-sight review and approval by traffic engineering.

(d) A parking lot that fails to conform with the standards of this section shall be deemed an unlawful use and shall be discontinued.

3. *Expansion or Enlargement of Nonconforming Uses*

A nonconforming use may be expanded or enlarged only within the premises on which such nonconforming use was located on May 13, 2014, or on the date that an amendment to the DDD made the use nonconforming. Premises as used in this paragraph shall mean the building in which the use is being carried on and the accessory buildings, appurtenances, driveways, parking and loading spaces, and the curtilage thereof.

4. *Abandonment of Nonconforming Uses*

   A nonconforming use that has been abandoned or discontinued for a period of two years shall not be re-established.

B. Structures

1. *Continuance of Nonconforming Structures*

   Except as provided in this section, any nonconforming structure may be occupied, operated, and maintained in a state of good repair.

2. *Expansion or Enlargement of Nonconforming Structures*

   A nonconforming structure may be expanded or enlarged if the enlargement or expansion conforms to the requirements of the DDD code.

3. *Restoration of Damaged Nonconforming Structures*

   A nonconforming structure damaged in any manner and from any cause whatsoever may be restored, provided the restoration is begun within one year and completed within two years of the date of the damage. The Board of Adjustment may grant an extension of the one-year or two-year period upon application and showing of hardship.

Section 9. Definitions and Rules of Construction

A. Building Height

1. Building height shall be interpreted in accordance with Table 9.1: Building Floor Height, and the following:

   (a) Stories shall be measured from finished floor to finished ceilings.

   (b) Unfinished attics shall not be included in building height measurement.

Table 9.1: Building Floor Height		
	Floor Height (feet)	
Floor and Use	**Minimum**	**Maximum**
Ground floor, residential use	10	18
Ground floor, nonresidential		
SD-WH sub-district	14	25
All other sub-districts	14	35
Above ground floor, all uses	8	14

2. Buildings and parking structures shall not exceed the maximum height in the applicable sub-district and location in Table 9.2: Maximum Building and Parking Structure Height, except that a parking structure that is attached to a building or buildings for at least 50 percent of the total building perimeter and 80 percent of the building perimeter along a street frontage may exceed the listed height provided it does not exceed the eave height of the attached building or buildings.

Table 9.2: Maximum Building and Parking Structure Height		
Sub-district and frontage	**Maximum building height (stories)**	**Maximum parking structure height (feet)**
T-3		
Civic Center site	3	n/a
All other T-3 lands	2	n/a
T-4	2	n/a
T-5.1	3	34
T-5.2		
Fronting Bienville Sq	8	60
Fronting west side of Clairborne Street on Civic Center site	16	80
All other T-5.2 lands	5 stories	60
T-6	No maximum	80
Municipal	4	60
Open	4	n/a
SD-WH	6	60

B. Definitions

The definitions in this section apply throughout the DDD unless otherwise specified and are listed in alphabetical order.

A-Streets

Those thoroughfares that by virtue of the pre-existing pedestrian supportive qualities, or their future importance to pedestrian connectivity, are held to the highest standards prescribed by this Code. See "B-streets."

Accessory dwelling unit

A secondary, independent living facility located in, or on the same lot as, a single-family residence. This includes a building or part of a building that provides complete independent living facilities, including a kitchen, living room, bathroom, and bedroom, and that is attached to the principal dwelling or a detached building on the same lot.

Alley

A right-of-way located between rear or side property lines, which provides access to adjacent properties.

Automotive

A building use category pertaining to the sale, servicing or parking of trucks and automobiles.

Arcade

A series of piers topped by arches that support a permanent roof over a sidewalk.

Architectural Review Board or ARB

The architectural review board established by Chapter 44 of the City Code.

Attic

The interior part of a building contained within a pitched roof structure.

Awning

A fixed or movable, lightweight, rigid skeleton structure over which a covering is attached that provides weather protection and is wholly supported by the building to which it is attached.

B-Streets

Those thoroughfares that by virtue of their use, location, or absence of pre-existing pedestrian supportive qualities, may meet a standard lower than that of A-streets. See “A-streets.”

Balconies

An open habitable portion of an upper floor that extends beyond or is recessed within a building's exterior wall that is not supported from below by vertical columns or piers but is instead supported by either a cantilever or brackets.

Banner

Any sign of lightweight fabric or similar material that is securely mounted to a building.

Bar

A retail, theater, or entertainment establishment with an occupancy load of more than 100 persons that serves alcohol.

Blade sign

A sign made from rigid material mounted perpendicular to a building wall with one side attached or supported by a device extending from a building wall.

Brewpub

An establishment licensed as and meeting the qualifications of a brewpub under the state alcoholic beverage control laws, including title 28, Chapter 4A of the Code of Ala. 1975, as amended.

Building height

The vertical distance from grade to the highest finished roof surface in the case of flat roofs, or to a point at the average height of roofs having a pitch of more than one foot in four and one-half (4½) feet. In the Spring Hill Overlay (UDC Article 13) and DDD, the vertical extent of a building measured in stories, from finished grade.

Building placement

The placement of a building on its property.

Building sign

A sign displayed upon or attached to any part of the exterior of a building, including, but not limited to, walls, doors, parapets, awnings, and mansards.

Bulkhead

The portion of a building's façade that is closest to the ground.

By right

Characterizing a proposal or component of a proposal that complies with this Code and is permitted and processed administratively, without public hearing.

Cafe

A restaurant, bar, theater, or entertainment venue with less than one-hundred-person occupancy load.

Canopy

A rigid structure over which a covering is attached that provides weather protection and is supported by the building to which it is attached, and which may or may not be attached to the ground at the outer end by at least one column or post.

Chapter

A reference to the Code of the City of Mobile, Alabama, 1991.

Civic parking reserve

A parking structure or parking lot with no less than 20 percent of total parking spaces available to the general public for parking. Parking may be free of charge, or a fee may be charged for parking.

Civic support

Private and non-profit functions that provide essential supports to the municipality.

Colonnade

A roofed structure, extending over the sidewalk and open to the street except for supporting columns or piers.

Complete demolition

The razing of one or more structure(s).

Commercial

The term collectively defining workplace, office, retail and restaurant uses.

Configuration

The form of a building, based on its massing, private frontage, and height.

Corner property

A property abutting two or more thoroughfares at their intersection, or two parts of the same thoroughfare forming an interior angle of less than 135 degrees.

Diagonal corner sign

A sign attached to the corner of a building that is attached at a 45-degree angle.

Director

The director of the planning department, or their designee.

Driveway

A vehicular lane within a property, often leading to a garage.

Education

The function generally associated with school buildings. Educational uses include business colleges, technical schools, vocational or trade schools, colleges, universities; elementary, middle, and high schools; and kindergarten and children's daycare.

Encroach

To break the plane of a vertical or horizontal regulatory limit with a structural element, so that it extends into a setback, into the public frontage, or above a height limit.

Encroachment

Any structural element that encroaches.

Facade

The exterior wall of a building that is set along a frontage line.

Fence

A barrier, independent of a building, made of wood picket, wood slat, wood lattice, iron or steel or aluminum that appears to be iron. In the DDD, a fence may be of chain-link only in limited conditions along side and rear yards and never in frontages. See “wall.” A streetscreen is not considered to be a fence for purposes of the DDD.

Forecourt

A private frontage wherein a portion of the facade is close to the frontage line and remaining facade is set back from the frontage line.

Freestanding sign

Any sign supported by structures or posts that are placed on, or anchored in, the ground and that are independent from any building or other structure. This includes any monument sign or pole sign.

Front setback

The distance from the frontage line to the point where a building must be constructed. The area between the minimum front setback and the frontage line shall be maintained clear of permanent structures with the

exception of permitted encroachments. In some sub-districts, there is no minimum front setback.

Frontage

The area of a property that faces a street or other public space and an assembly of components within that area. Frontage components include:

1. The building facade;
2. Structures that project from the facade such as porches, terraces, stoops, awnings, canopies, and bay windows;
3. Any front yard landscape elements between the building facade and the public street or space.

Frontage buildout

The percentage of the property width that is occupied by the building facade within the front setback.

Frontage line

A property line bordering a public frontage or thoroughfare.

Gallery

A platform attached to the building, typically extending over a sidewalk, which is supported from the ground by light-weight columns or other form of structural support. A gallery may be multiple floors and may have a roof.

Hedge

A foliated boundary formed by bushes, shrubs or climbing vines spaced less than three feet apart.

Historic District

A geographically defined area designated by the city council in Chapter 44 of the City Code.

Historic District guidelines

The general design standards applicable in considering the granting and denial of certificates of appropriateness adopted by the Architectural Review Board pursuant to Chapter 44 of the City Code.

Home office

Non-retail commercial enterprises permitted under the office category, incidental to the primary residential building use.

Individual storefront sign

A sign placed above a storefront that is typically used to identify the entrance of the tenant occupying a space.

Industrial

The use associated with a business or activity involving manufacturing, fabrication, assembly, distribution, disposal, warehousing or bulk storage, trucking and equipment facilities and other business serving primarily industrial needs.

Internal neon

A window sign that uses neon, argon, or a similar gas to fill tubing, made of glass or similar material, that is charged with electricity and used to create an illuminated tubular sign or illuminated elements of a sign that includes, at a minimum lettering and/or images. The tubing may contain an alternative illumination technology, including but not limited to light-emitting diodes (LEDs). Any non-gaseous illumination

technology, such as LEDs, must produce illumination that appears to be a continuous, uninterrupted line, similar to illumination produced by gaseous illumination technology.

Liner building

A thin building along the frontage of a parking deck or parking lot that masks the parking behind it.

Loading dock

An area in which goods and products are moved on and off a vehicle, including the stall or berth, apron, and maneuvering room.

Lodging

A building use available for daily or weekly renting of bedrooms or the entire space. Lodging uses include hotels, rooming houses, inns, bed and breakfast inns and short-term rentals.

Manufacturing

The use associated with a business or activity involving the creation, assemblage, or repair of artifacts, using table-mounted electrical machinery or artisanal equipment, and including their retail sale.

Marquee Sign

A sign that is attached to a marquee and which generally contains changeable copy.

Mixed use

Multiple functions within the same building through superimposition or adjacency, or in multiple buildings by adjacency.

Mobile Historic Development Commission or MHDC

The city historic development commission established by Chapter 44 of the City Code.

Mobile Tree Act

The common name of the local law enacted by the Alabama State Legislature (Act. No. 929, Acts of Alabama, 1961 Regular Session), as amended, for the purpose of protecting the trees on both public and private property within the incorporated areas of the city.

Mobile Tree Commission

The agency designated by the Alabama State Legislature to enforce the Mobile Tree Act.

Monument sign

A ground mounted sign where the base is at least two-thirds (⅔) of the sign width.

Mural

See “Painted Wall Sign.”

Net property area

The area of a property within the property lines, excluding any portions of street rights-of-way or other required dedications.

Office

The use associated with a business or activity involving the transaction of general business but excluding retail and manufacturing uses.

Outbuilding

Any detached building that is smaller than and separate from the main building of the lot.

Painted wall sign

A sign or mural painted or otherwise applied directly or indirectly on an exterior wall or to a panel attached to an exterior wall.

Parking lot

An area, other than a public street or alley, devoted to unenclosed parking spaces for motorized vehicles.

Parking lot sign

A sign to identify the entrance of a parking lot. Maximum height, including mount, is 10 feet.

Parking structure

A building containing one or more stories of vehicular parking above or below grade.

Porch

A roofed structure, typically attached at the ground floor of a building, typically open at the sides.

Porte-cochere

A roofed structure extending from the entrance of a building over an adjacent driveway and sheltering those getting in or out of vehicles.

Principal building

The main building on a property, usually located toward the frontage.

Principal entrance

The main point of access for pedestrians into a building.

Primary frontage

The frontage of a site that establishes the orientation of the primary facade, and the primary pedestrian access.

Private frontage

The privately held layer between the frontage line and the required setback.

Property

A legal lot of record or parcel of land accommodating a building or buildings under single ownership.

Property coverage

The percentage of a property that is covered by buildings and other roofed structures.

Property line

The boundary that legally and geometrically demarcates a property.

Property width

The length of the principal frontage line of a property.

Public frontage

The area between the pavement of a thoroughfare and frontage lines.

Rear setback

The distance from the rear property line to the point where a building may be constructed. This area shall be maintained clear of permanent structures.

Reflective glass

Window glass having a thin, translucent metallic or metallic oxide coating bonded to the exterior or interior surface to reflect a portion of the light and radiant heat that strikes it. The coating gives the exterior face of the glass a mirror-like appearance.

Regulating plan

Maps or set of maps that show the zoning sub-districts and street hierarchy(s) associated with form-based districts such as the DDD.

Required parking

The number of parking spaces needed to accommodate a building or buildings on a single property according to the intensity of its function.

Residential

Characterizing premises available for long-term human dwelling. Includes accessory dwelling units, multiple-family dwellings, single-family dwellings, live-work units, and supportive housing.

Retail

Premises available for the sale of merchandise, food service, entertainment, performance, and/or theater, and personal services such as hair salon, barber, seamstress or personal trainer, etc.

Restaurant

A retail establishment with greater than 100-person occupancy load that serves food.

Secondary frontage

A frontage that is not the principal frontage.

Setback

The distance from the property line to the nearest part of the applicable building, structure, or sign, measured perpendicularly to the property line.

Service area

The portion of a property or building dedicated to service in the form of shipping and receiving, trash and recycling collection and storage, housing of mechanical equipment and outdoor storage areas.

Shopfront

A private frontage for retail and office uses with substantial glazing wherein the facade is aligned close to the frontage line with the building entrance at sidewalk grade.

Sidewalk

The paved portion of the right-of-way and/or frontage dedicated exclusively to pedestrian activity.

Special district (SD)

An area that, by its intrinsic function, placement, or configuration, cannot or should not conform to one or more of the normative transect sub-districts specified by this Appendix.

Stoop

A small, raised platform, with stairs or ramp, located at the entrance to a building, which may be covered by an awning, canopy, or marquee.

Story

A habitable level within a building excluding a basement.

Streetscreen

A freestanding wall or fence/planting combination built or located along the front property line, or on the same plane with a facade for the purpose of masking views and providing a street wall. A streetscreen is not considered a fence for purposes of the DDD.

Substantial improvements

Development on a site with existing buildings that involves the removal and reconstruction of the façade on the primary frontage, the relocation of an existing building, or any repair, reconstruction, or improvement to a structure, the cost of which equals or exceeds 50 percent of the market value of the structure either before the improvements began, or before the structure had been damaged and is being restored (before the damage occurred).

Terrace

A paved or landscaped front yard elevated above the grade of the sidewalk.

Thoroughfare

A way for use by vehicular and pedestrian traffic and to provide access to properties and open spaces, consisting of vehicular lanes and the public frontage.

Tinted glass

Window glass that has a chemical admixture to absorb a portion of the radiant heat and visible light that strikes it to filter out infrared solar energy, thereby reducing the solar heat gain.

Transect sub-district

A zoning sub-district used within the DDD standards to regulate the character of the built environment.

Utility, intermediate

Facilities related to the local transport or storage of treated, untreated or wastewater, including water or sewage pumping stations, potable water storage facilities, regional stormwater storage facilities, and combined stormwater/ sewage storage facilities gas regulator station as well as neighborhood scale electric substations.

Utility, major

A building or other structure for production or generation of utilities for consumption by the general public including any utility scale electric power generating station (including any stations that use fossil fuel, fuel cell, wind, solar, geothermal, hydroelectric or tidal technologies), electric transmission line right-of-way for transmission lines with a capacity of 230 kilovolts (kv) or more, sewage treatment plant or potable water treatment facility.

Utility, minor

All lines and facilities related to the provision, distribution, collection, transmission, or disposal of water, storm water, communications, electricity, transportation, gas, steam, and similar public services at a neighborhood or residential scale and may include storage for vehicles and equipment necessary to provide those services. This includes electric transmission or distribution lines with a capacity of 115 kilovolts (kv) or below, and residential scale electric power generation (including any generators that use fossil fuel, fuel cell, wind, solar, geothermal,

hydroelectric, or tidal technologies), telephone exchanges, switch boxes, transformer boxes, and cap banks.

Wall

A barrier, independent of a building, made of masonry materials. See "fence."

Wall plaque

A sign or nameplate that is fastened directly to a building.

Wayfinding sign

A sign that is intended to direct pedestrian or vehicular traffic to specific areas or amenities. Wayfinding signs are not internally lighted and are generally of a cohesive design for specific areas or types. Wayfinding signs are not advertisements for individual businesses.

Attachment

D

Appendix A Unified Development Code

Contents

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Appendix A Downtown Development District

Section 1. General Provisions

A. Purpose

The purpose of this section is to establish the regulations for the Downtown Development District (DDD) that is identified on the city's zoning map. In particular, the purpose of this section, which may be referred to as the "DDD code," is to:

1. Implement the purposes and objectives of the city's comprehensive plan, including the New Plan for Mobile;
2. Guide the siting, form, and use of private property and buildings to support walkability, safe streets, and safe public spaces;
3. Guide building siting and form to vary by context and intensity in coordination with community identity and preferences; and
4. Build on the work of the city's historic development commission in protecting and enhancing the historic and cultural heritage of the city's historic downtown.

B. Authority

The DDD code is adopted by the City Council under authority of Alabama Code §§ 11-52-70—11-52-84. The original version of the DDD code was adopted by the City Council on May 13, 2014.

C. Applicability

1. The provisions of this Appendix A shall constitute the complete zoning code for the DDD. Where the DDD code is in conflict with engineering ordinances, with the exception of the stormwater management and flood control ordinance, the

DDD code shall govern. Where the DDD code is silent on engineering issues, engineering ordinances shall govern. Where the DDD code is in conflict with lot sizes allowed by the Subdivision Regulations, the DDD code shall govern.

2. The DDD code applies to all properties located within the DDD as depicted on the zoning map.

D. Relationship to UDC

1. The noise regulations in Section 39-96 of the City Code shall apply throughout the DDD. The noise restriction regulations in Section 39-96.1 of the City Code shall apply to all sub-districts where residential uses are allowed by right.

2. Terms used throughout the DDD code shall be interpreted in accordance with the definitions in Section 9.B, Definitions, and definitions in the UDC. The definitions in Section 9.B shall take precedence over other definitions in the UDC. Other terms shall be interpreted using their common meaning.

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Section 2. Administrative Procedures

A. Administration

The director is responsible for the administration of the plan review process established in this section. The director shall consult with other city staff and agencies as needed to ensure thorough review of plans, and may delegate any of the responsibilities assigned to the director to other professional staff in the planning and zoning department.

B. Specific Application Procedures

This section sets forth the standards applicable to the development and substantial improvement of structures and other elements of the built environment within private properties.

1. *Plan Review*

(a) *Predevelopment Meeting*

Prior to the submission of an application, an applicant shall contact planning and zoning to schedule a predevelopment meeting. The Director shall determine if a predevelopment meeting is necessary in light of the scope of the proposed development and its context. The applicant, the applicant's design professionals, the associated city departments, and the director shall attend the predevelopment meeting.

(b) *Application Submission*

(1) A completed application shall include two types of documents that are submitted together: site plan and building design documents (note that the building design documents required for review in accordance with the DDD code do not include construction documents required for building permit review).

(2) Building design documents and site plans shall be sealed by a licensed design professional, except that a site plan for a single-family, detached dwelling less than three stories in height is not required to be sealed.

(3) Site plans shall demonstrate compliance with the following sections of the DDD code:

a. Section 4, Use Regulations;

b. Section 3, Zoning Sub-Districts;

c. Section 5, Development Standards;

d. Section 6, Frontage Standards; and

e. Section 8, Nonconformities.

(4) Building design documents shall demonstrate compliance with the following sections of the DDD code:

a. Standards relating to maximum permitted height in Section 3.B, Transect Sub-Districts and Section 9.A, Building Height;

b. Section 5.D, Signs; and

c. Section 7, Building Design and Material Standards.

(c) *Administrative Review*

(1) The director shall review the application, receive recommendations from other relevant staff such as the city engineer or historic development staff, as applicable, and based on the review and recommendations determine whether the application complies with the standards in the DDD code, including any administrative deviations approved in accordance with subsection (d) below.

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(2) If the director determines that the application complies with the terms of the DDD code, the director shall notify the applicant, and the applicant may seek additional approvals, such as from the Architectural Review Board (ARB), and seek permitting of the project with the city, as appropriate.

(3) If the director determines that the application does not comply with the standards in the DDD code, the director shall advise the applicant of the aspects of the application that do not comply with standards in the DDD code. The applicant may resubmit plans with revisions or may apply to the Board of Adjustment for a variance with respect to the standards in the DDD code to which the applications does not comply, in accordance with Section 2.B.6, Variance.

Deleted: subsection 6 below

(d) *Administrative Deviations*

(1) During the administrative review process, the director may approve applications that contain the following minor deviations from the standards in the DDD code, provided the director determinates the deviations are consistent with the purpose of the DDD in Section 1.A, Purpose, and will not cause a significant negative impact on nearby properties and uses:

a. An increase or decrease of no more than 15 percent in the numerical standards that apply to awnings, balconies, canopies, galleries, stoops, terraces, and signs;

b. A decrease of no more than five percentage points in minimum transparency requirements;

c. Use alternative building materials not listed in Section 7, Building Design and Material Standards, provided the applicant has provided documentation the alternative building materials are considered equivalent or better than the approved building materials in terms of durability (the use of regionally-available materials is preferred); or

d. Request the use of understory trees in lieu of overstory trees for parking lot interior plantings in accordance with Section 5.B.1, Parking Lot Landscaping, to accommodate below-ground or above-ground utilities or dimensional site constraints.

(2) Notwithstanding subsection (1) above, the director may not authorize any other deviations from the standards in the DDD code, including the lot size, setback, or building height standards.

(e) *Architectural Review Board Review and Decision (Optional)*

For applications involving property in a historic district, following initial review by the director, the application shall be submitted to the Architectural Review Board (ARB) for consideration of a certificate of appropriateness in accordance with Section 44-77 of the City Code. If ARB requires changes to the application as a condition of issuance of a certificate of appropriateness, the application shall be resubmitted to the director for further review in accordance with subsection (c) above.

(f) *Re-Review Following Permitting*

(1) Following permitting, the director shall review any changes made to the project that may impact the project's compliance with the standards in the DDD code and receive recommendations from other relevant staff such as the city engineer or historic development staff, as applicable.

(2) Based on the review and recommendations, if the director determines that the application as modified following permitting complies with the

terms of the DDD code, the director shall notify the applicant, and the applicant may continue with the project.

(3) Based on the director's review and recommendations, if the director determines that the application as modified following permitting does not comply with the standards in the DDD code, the director shall advise the applicant of the aspects of the application that do not comply with standards in the DDD code. The applicant may resubmit plans with revisions or may apply to the Board of Adjustment for a variance with respect to the applicable standards, in accordance with subsection 6 below.

2. *Regulating Plan Amendment*

An application may be submitted for an update to the regulating plan in accordance with Chapter 64, Articles 5 and 10, and the following:

(a) *Allowable Plan and Text Amendments*

The following updates to the regulating plan and text of the DDD code are permitted:

(1) By a property owner or an authorized agent of the property owner, an application to update land in a sub-district to a different transect sub-district, as follows:

a. From the T-3 sub-district to the T-4 sub-district if the land sought to be updated is adjacent to land in the T-4 sub-district.

b. From the T-4 sub-district to the T-5.1 sub-district if the land sought to be updated is adjacent to land in the T-5.1 sub-district

c. From the T-5.1 sub-district to the T-5.2 sub-district if the land sought to be updated is adjacent to land in the T-5.2 sub-district.

d. From the T-5.2 sub-district to the T-6 sub-district if the land sought to be updated is adjacent to land in the T-6 sub-district.

e. From the SD-WH sub-district to an adjacent sub-district.

f. To assemble multiple properties in single ownership into one sub-district.

(2) By a property owner or an authorized agent of the property owner, an application to establish a new special sub-district and/or establish the special sub-district to land in the DDD.

(3) By a property owner or an authorized agent of the property owner, an application to assign land in the SD district to a transect sub-district or sub-districts and assign associated development standards.

(4) By the city council on its own initiative, an application to update the text of the DDD code or the zoning map.

3. *Demolition*

A permit is required for the complete demolition of property within the DDD, in accordance with the following:

(a) *Application*

An application shall be submitted that includes the following:

(1) The date the owner acquired the property, purchase price and condition on date of acquisition;

(2) If and when the structure has been cited or received a notice of violation of the City Code;

(3) Documentation whether the owner has complied with or attempted to bring the building into compliance with the city's International Property Maintenance Code (IPMC) and International Existing Building Code (IEBC) and if not, why. The amount of money it will cost to bring the building into minimal compliance with IPMC and/or rectify any notices of violation;

(4) Whether the property has been listed for sale, prices asked, and offers received, if any;

(5) Redevelopment plans for the property in question, the amounts expended upon such plans, and the dates of such expenditures;

(6) The opinion from a licensed structural engineer that the structure is in danger of collapse, if the applicant proposes the demolition in order to protect public health and safety;

(7) Any such other information as may reasonably be required by the department.

(b) *Review and Decision*

(1) The director shall review the application and make a decision on the application based on the following criteria:

a. Whether the applicant produces substantial evidence that demonstrates that the structure is beyond repair and structurally unsound;

b. Whether the demolition will impair the unique character of the DDD;

c. Whether there are redevelopment plans for the site;

d. Whether the redevelopment plans conform to the DDD code;

e. Whether the demolition of the structure in question is necessary for the public health and safety due to the physical condition of the structure.

(c) *Appeal*

An applicant that is denied a demolition permit by the director may file an administrative appeal to the Board of Adjustment in accordance with Chapter 64, Articles 5 and 10, and the following:

(1) The appeal application shall include an affidavit by a property owner or an authorized agent of the property owner that states:

a. Replacement construction plans for the property in question and amounts expended upon such plans, including an itemization of each and every expenditure, and the dates of such expenditures.

b. Whether there are definite plans for reuse of the property if the proposed demolition is carried out.

(2) The Board of Adjustment may approve a demolition permit if it determines that:

a. The structure is a hazard to the public health and safety due to its condition; or

b. The enforcement of the DDD code presents an unreasonable economic hardship on the owner, in accordance with the following:

1. An exception for unreasonable economic hardship shall be applicable to owners (or the owner's assignee or lessee) of structures who have expended significant sums of money on development plans involving the demolition of such structures.

2. The Board of Adjustment shall weigh the economic hardship and investment expectations of the owner (or the owner's assignee or lessee) against the potential damage to the structure and of the surrounding built environment in question.

3. The mere purchase of a structure for future development without further development expenditures shall not be classified as an unreasonable economic hardship.

4. *Conditional Use Permit*

Prior to commencing a use that is listed as requiring a Conditional Use Permit in Table 4.1: Use Table, the applicant shall apply for and obtain a Conditional Use Permit in accordance with Section 64-5-6 of the UDC.

5. *Special Exception*

Prior to commencing a use that is listed as requiring a special exception in Table 4.1: Use Table, the applicant shall apply for and obtain a special exception permit in accordance with Section 64-5-11 of the UDC.

6. *Variance*

(a) Prior to seeking permitting for a plan that the director determines does not comply with the standards of the DDD code during plan review in subsection 1(c) above, or for any other variance from the requirements of this UDC, the applicant shall apply for a variance in accordance with Section 64-5-10 of the UDC.

(b) If the Board of Adjustment approves a variance for all areas of the plan review that the director determined did not comply with the DDD code in accordance with subsection 1(c) above, the applicant may move forward with permitting, subject to any conditions requiring review by the director included as part of the Board of Adjustment's decision.

Section 3. Zoning Sub-Districts

A. Zoning Sub-Districts Established

1. The zoning sub-districts in Table 3.1: Zoning Sub-Districts Established are hereby established:

Table 3.1: Zoning Sub-Districts Established

District	Name
T-6	T-6: Mixed-Use High Intensity Transect
T-5.2	T-5.2: Mixed Use Medium Intensity Transect
T-5.1	T-5;1: Mixed Use Medium Intensity Transect
T-4	T-4: Mixed Use Low Intensity Transect
T-3	T-3: Low Density Residential Transect
Municipal	Municipal district
Open	Open space district
SD-WH	SD-WH: Special District – Warehouse
SD	SD: Special District

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2. No other districts, including planned developments, may be applied to land in the Downtown FLUM category in the comprehensive plan except for special districts established in accordance with this Appendix.

3. All district and sub-district boundaries shall be interpreted to be mapped along street centerlines, and rear and side property lines.

4. Multiple properties in more than one transect sub-district that are proposed to be assembled into a single property may not be developed until a regulating plan amendment and a lot recombination, as applicable, is approved to assign the properties to a single transect sub-district.

5. Land within an SD district is required to be rezoned to another zoning sub-district, in accordance with Section 2.B.2, Regulating Plan Amendment, before development may commence on the land.

B. Transect Sub-Districts

1. *General Standards for Transect Sub-Districts*

The following standards apply to development in all transit sub-districts:

(a) The primary frontage shall be:

(1) If a property abuts one street, the street that the property abuts;

(2) If a property abuts more than one street, and one of those streets is an A street, the A street; or

(3) If a property abuts more than one street, and none of those streets is an A street, a street-facing frontage chosen by the applicant.

(b) Building height may be increased to match structures on contiguous lots within the same transect subdistrict.

(c) The maximum lot width standards shall not apply to lots that exceeded the lot width for the sub-district and that existed as of May 13, 2014.

(d) On a site with multiple buildings, a principal building shall be designated.

(e) Each floor in a building shall comply with the standards in Table 9.1: Building Floor Height.

2. *T-6: Mixed-Use High Intensity Transect Sub-District*

(a) *Generally*

The T-6 sub-district regulations are designed to support mixed-use development at the highest intensity in the DDD, with a walkable urban form and a mixture of residential and commercial uses.

(b) *FLUM Applicability*

T-6 subdistricts may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

(d) *Permitted Uses*

See Table 4.1: Use Table, in Section 4, Use Regulations

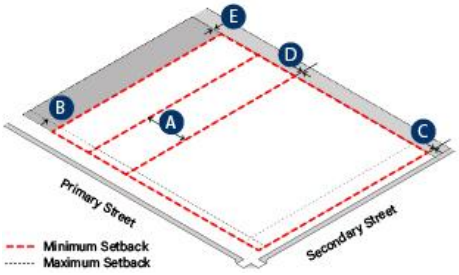
(e) *Dimensional and Intensity Standards*

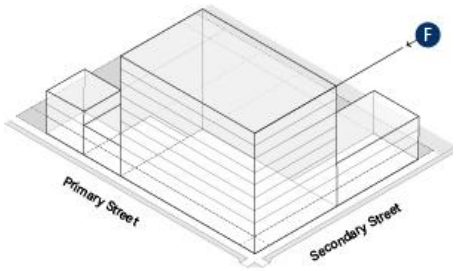
See Table 3.2: T-6 Dimensional and Intensity Standards.

(f) *Additional Standards*

Commercial uses that do not have a shopfront frontage (see Section 6.M, Shopfront Frontage Type) shall have transparent windows covering a minimum of 30 percent of the surface between two and 12 feet above the abutting sidewalk.

Table 3.2: T-6 Dimensional and Intensity Standards





Site features		
Lot area (sf), min		No minimum
Lot width (ft), min | max	A	14 | No maximum
Building per lot, max		No maximum
Building coverage (% of site), max		No maximum
Setback, primary buildings		
Primary frontage (ft), min | max	B	0 | 10 [2] [3]
Secondary frontage (ft), min | max	C	0 | 12
Side (ft), min	D	No minimum
Rear (ft), min	E	No minimum
Setback, outbuildings		
Primary frontage (ft)		To rear of the facade at ground floor, unrestricted upper stories
Secondary frontage (ft)		To rear of the facade at ground floor, unrestricted upper stories
Side (ft), min		No minimum
Rear (ft), min		No minimum

Building Form		
Height, max	F	No maximum [1]
Parking structure		80 feet [4]

Frontage Types	● = Permitted
Lawn	
Terrace	
Stoop	●
Common Entry	
Pedestrian forecourt	●
Vehicular forecourt	●
Gallery	●
Shopfront	●

Transparency	Minimum Required Transparency	Location
Ground floor commercial uses	30%	Between two (2) and twelve (12) feet above the abutting sidewalk
All other building facades facing the street	20%	Per floor
Shopfronts – Ground Floor	50%	Calculated separately for each frontage

[1] The maximum height of outbuildings shall not exceed the height of the principal building.
[2] The setback may match the setback of an adjacent building along the same street frontage.
[3] The maximum setback may be increased by 12 feet along Government Street.
[4] See additional exceptions for parking structures attached to buildings in Section 9.A, Building Height.

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3. *T-5.2: Mixed Use Medium Intensity Transect*

(a) *Generally*

The T-5.2 sub-district regulations are designed to support mixed-use development at medium-high intensity, with a walkable urban form and a mixture of residential and commercial uses.

(b) *FLUM Applicability*

T-5.2 subdistricts may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

(d) *Permitted Uses*

See Table 4.1: Use Table, in Section 4, Use Regulations

(e) *Dimensional and Intensity Standards*

See Table 3.3: T-5.2 Dimensional and Intensity Standards.

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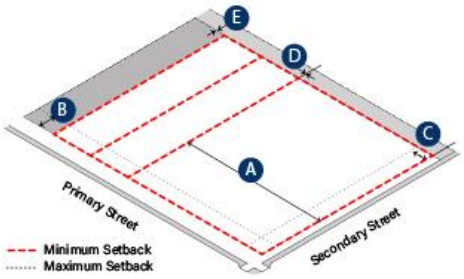
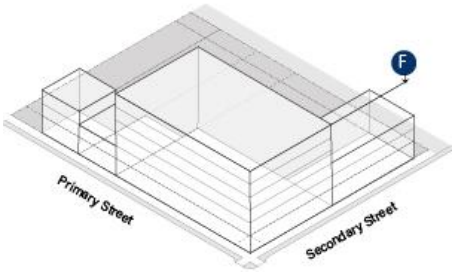
Commercial uses that do not have a shopfront frontage (see Section 6.M, Shopfront Frontage Type) shall have transparent windows covering a minimum of 30 percent of the surface between two and 12 feet above the abutting sidewalk.¶

Table 3.3: T-5.2 Dimensional and Intensity Standards





Site features		
Lot area (sf), min		No minimum
Lot width (ft), min | max	A	14 | 180
Building per lot, max		No maximum
Building coverage (% of site), max		No maximum
Setback, primary buildings		
Primary frontage (ft), min | max	B	0 | 5 [3]
Secondary frontage (ft), min | max	C	0 | 12 [3]
Side (ft), min	D	No minimum
Rear (ft), min	E	No minimum
Setback, outbuildings		
Primary frontage (ft), min		To rear of the facade
Secondary frontage (ft), min		To rear of the facade
Side (ft), min		No minimum
Rear (ft), min		No minimum

Building Form		
Height, max	F	5 stories [1]
Fronting Bienville Square		8 stories [1]
Fronting west side of Claiborne St. between Civic Center Dr. and Canal St		16 stories [1]
Parking structure		60 feet [2]
Frontage Types	● = Permitted	
Lawn		
Terrace	●	
Stoop	●	
Common Entry	●	
Pedestrian forecourt	●	
Vehicular forecourt		
Gallery	●	
Shopfront	●	

Transparency	Minimum Required Transparency	Location
Ground floor commercial uses	30%	Between two (2) and twelve (12) feet above the abutting sidewalk
All other building facades facing the street	20%	Per floor
Shopfronts – Ground Floor	50%	Calculated separately for each frontage

[1] The maximum height of outbuildings shall not exceed the height of the principal building.

[2] The maximum parking structure height is 80 feet for parking structures that front the west side of Claiborne Street between Civic Center Drive and Canal Street, and 60 feet elsewhere. See additional exceptions for parking structures attached to buildings in Section 9.A. Building Height.

[3] The setback may match the setback of an adjacent building along the same street frontage, and the maximum primary frontage setback may be extended an additional 12 feet along Government St.

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4. *T-5.1: Mixed Use Medium Intensity Transect*

(a) *Generally*

The T-5.1 sub-district regulations are designed to support mixed-use development at medium-low intensity, with a walkable urban form and a mixture of residential and commercial uses.

(b) *FLUM Applicability*

T-5.1 subdistricts may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

(d) *Permitted Uses*

See Table 4.1: Use Table, in Section 4, Use Regulations.

(e) *Dimensional and Intensity Standards*

See Table 3.4: T-5.1 Dimensional and Intensity Standards.

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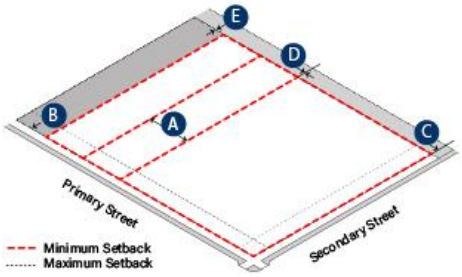
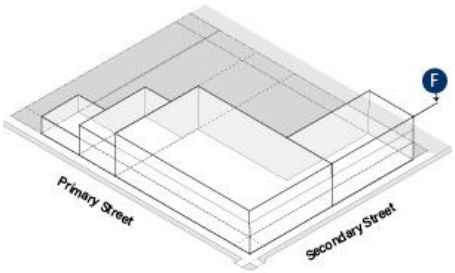
Table 3.4: T-5.1 Dimensional and Intensity Standards





Site features		
Lot area (sf), min		No minimum
Lot width (ft), min | max	A	14 | 180
Building per lot, max		No maximum
Building coverage (% of site), max		No maximum
Setback, primary buildings		
Primary frontage (ft), min | max	B	0 | 12 [2]
Secondary frontage (ft), min | max	C	0 | 12 [2]
Side (ft), min	D	No minimum
Rear (ft), min	E	No minimum
Setback, outbuildings		
Primary frontage (ft), min		To rear of the facade
Secondary frontage (ft), min		To rear of the facade
Side (ft), min		No minimum
Rear (ft), min		No minimum

Building Form		
Height, max	F	3 stories [1]
Parking structure		34 feet [3]
Frontage Types	● = Permitted	
Lawn		
Terrace	●	
Stoop	●	
Common Entry	●	
Pedestrian forecourt	●	
Vehicular forecourt		
Gallery	●	
Shopfront	●	

Transparency	Minimum Required Transparency	Location
Ground floor commercial uses	30%	Between two (2) and twelve (12) feet above the abutting sidewalk
All other building facades facing the street	20%	Per floor
Shopfronts – Ground Floor	50%	Calculated separately for each frontage

[1] The maximum height of outbuildings shall not exceed the height of the principal building.

[2] The setback may match the setback of an adjacent building along the same street frontage, and the maximum primary frontage setback may extend an additional 12 feet along Government St.

[3] See additional exceptions for parking structures attached to buildings in Section 9.A. Building Height.

5. *T-4: Mixed Use Medium Intensity Transect*

(a) *Generally*

The T-4 sub-district regulations are designed to support mixed-use development at low intensity, with a walkable urban form and a mixture of residential and commercial uses.

(b) *FLUM Applicability*

T-4 subdistricts may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

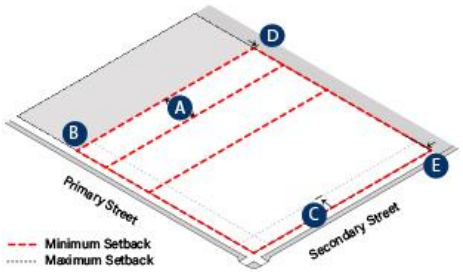
(d) *Permitted Uses*

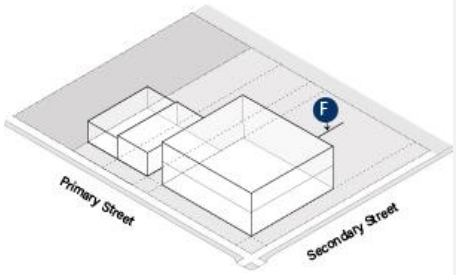
See Table 4.1: Use Table, in Section 4, Use Regulations.

(e) *Dimensional and Intensity Standards*

See Table 3.5: T-4 Dimensional and Intensity Standards.

Table 3.5: T-4 Dimensional and Intensity Standards





Site features		
Lot area (sf), min		No minimum
Lot width (ft), min | max	A	18 | 120
Building per lot, max		3
Building coverage (% of site), max		75

Setback, primary buildings		
Primary frontage (ft), min | max	B	0 | 12 [2]
Secondary frontage (ft), min | max	C	0 | 12 [2]
Side (ft), min	D	No minimum
Rear (ft), min	E	No minimum

Setback, outbuildings	
Primary frontage (ft), min	To rear of the facade
Secondary frontage (ft), min	To rear of the facade
Side (ft), min	No minimum
Rear (ft), min	No minimum

Building Form		
Height, max	F	2 stories [1]

Frontage Types	● = Permitted
Lawn	●
Terrace	●
Stoop	●
Common Entry	●
Pedestrian forecourt	
Vehicular forecourt	
Gallery	
Shopfront	●

Transparency	Minimum Required Transparency	Location
All building facades facing the street	20%	Per floor
Shopfronts – Ground Floor	50%	Calculated separately for each frontage

[1] The maximum height of outbuildings is two stories.
[2] The setback may match the setback of an adjacent building along the same street frontage, and the maximum primary frontage setback may extend an additional 12 feet along Government St.

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6. *T-3: Low Density Residential Transect*

(a) *Generally*

The T-3 sub-district regulations are designed to support residential development at low intensity with good pedestrian access to surrounding properties.

(b) *FLUM Applicability*

T-3 subdistricts may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

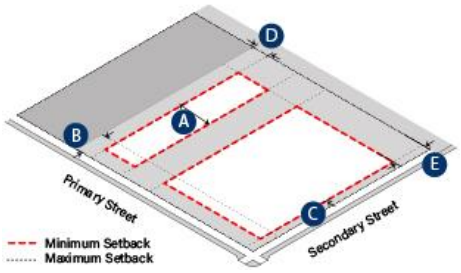
(d) *Permitted Uses*

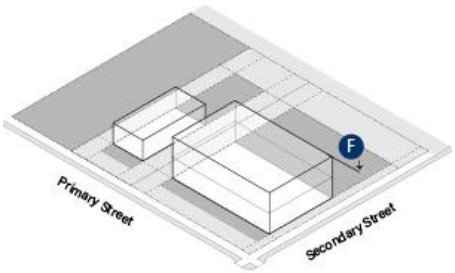
See Table 4.1: Use Table, in Section 4, Use Regulations.

(e) *Dimensional and Intensity Standards*

See Table 3.6: T-3 Dimensional and Intensity Standards.

Table 3.6: T-3 Dimensional and Intensity Standards





Site features		
Lot area (sf), min		No minimum
Lot width (ft), min | max	A	40 | 120
Along the east side of Lawrence St. between Civic Center Dr. and Canal St		30 | 120
Building per lot, max		2
Building coverage (% of site), max		75
Setback, primary buildings		
Primary frontage (ft), min | max	B	10 | 18 [1] [3]
Secondary frontage (ft), min | max	C	5 | No maximum [3]
Side (ft), min	D	10 [3]
Rear (ft), min	E	20 [3]
Setback, outbuildings		
Primary frontage (ft), min		To rear of the facade
Secondary frontage (ft), min		To rear of the facade
Side (ft), min		No minimum
Rear (ft), min		No minimum

Building Form		
Height, max	F	2 stories [2]
Along the east side of Lawrence St. between Civic Center Dr. and Canal St		3 stories [2]

Frontage Types	● = Permitted
Lawn	●
Terrace	●
Stoop	
Common Entry	
Pedestrian forecourt	
Vehicular forecourt	
Gallery	

Transparency	Minimum Required Transparency	Location
All building facades facing the street	20%	Per floor

[1] The setback may match the setback of an adjacent building along the same street frontage, and the maximum primary frontage setback may extend an additional 12 feet along Government St.

[2] The maximum height of outbuildings is two stories.

[3] Along the east side of Lawrence Street between Canal Street and Civic Center, Drive, the primary frontage and secondary frontage setbacks shall not exceed 12 feet, and the side and rear setback minimums do not apply provided fire rating requirements are met.

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C. Other Sub-Districts

1. *Municipal Sub-District*

(a) *Generally*

The Municipal sub-district regulations are designed to support public buildings, museums, and public open space such as plazas or parks.

(b) *FLUM Applicability*

The Municipal sub-district may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

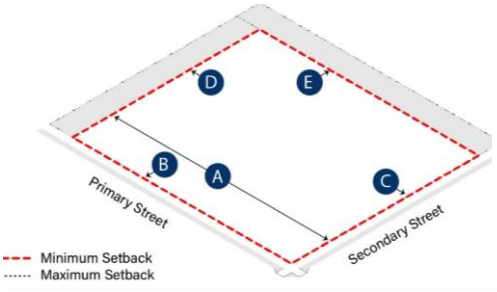
(d) *Permitted Uses*

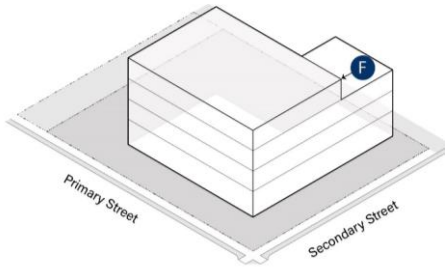
See Table 4.1: Use Table, in Section 4, Use Regulations.

(e) *Dimensional and Intensity Standards*

See Table 3.7: Municipal District Dimensional and Intensity Standards.

Table 3.7: Municipal District Dimensional and Intensity Standards





Site features		
Lot area (sf), min		None
Lot width (ft), min | max	A	None
Building per lot, max		None
Building coverage (% of site), max		None
Setback, primary buildings		
Primary frontage (ft), min | max	B	None
Secondary frontage (ft), min | max	C	None
Side (ft), min	D	None
Rear (ft), min	E	None
Setback, outbuildings		
Primary frontage (ft), min		None
Secondary frontage (ft), min		None
Side (ft), min		None
Rear (ft), min		None

Building Form		
Height, max	F	4 stories
Parking structure		60 feet

Frontage Types	**● = Permitted**
Lawn	●
Terrace	●
Stoop	●
Common Entry	●
Pedestrian forecourt	●
Vehicular forecourt	●
Gallery	●

Transparency	Minimum Required Transparency	Location
All building facades facing the street	20%	Per floor

2. *Open Sub-District*

(a) *Generally*

The Open sub-district regulations are designed to support public open space such as plazas or parks.

(b) *FLUM Applicability*

The Open sub-district may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

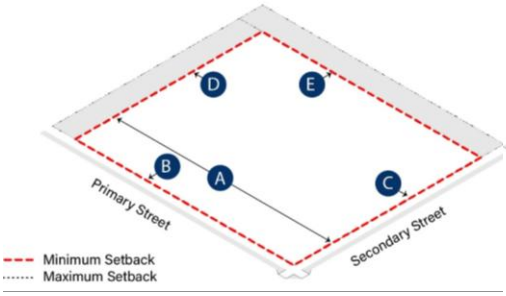
(d) *Permitted Uses*

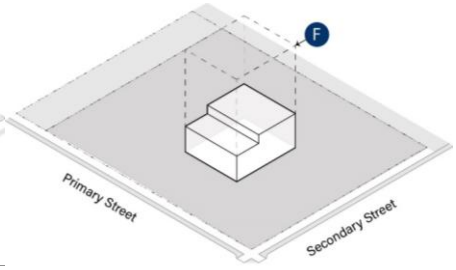
See Table 4.1: Use Table, in Section 4, Use Regulations.

(e) *Dimensional and Intensity Standards*

See Table 3.8: Open District Dimensional and Intensity Standards.

Table 3.8: Open District Dimensional and Intensity Standards





Site features		
Lot area (sf), min		None
Lot width (ft), min | max	A	None
Building per lot, max		None
Building coverage (% of site), max		No max
Setback, primary buildings		
Primary frontage (ft), min | max	B	None
Secondary frontage (ft), min | max	C	None
Side (ft), min	D	None
Rear (ft), min	E	None
Setback, outbuildings		
Primary frontage (ft), min		None
Secondary frontage (ft), min		None
Side (ft), min		None
Rear (ft), min		None

Building Form		
Height, max	F	4 stories

Frontage Types	**● = Permitted**
Lawn	●
Terrace	●
Stoop	●
Common Entry	●
Pedestrian forecourt	●
Vehicular forecourt	●
Gallery	●

Transparency	Minimum Required Transparency	Location
All building facades facing the street	20%	Per floor

3. *SD-WH Sub-District*

(a) *Generally*

The SD-WH sub-district regulations are designed to guide the redevelopment of the portion of the DDD primarily dedicated to warehousing, manufacturing, and buildings of similar characteristics

(b) *FLUM Applicability*

The SD-WH sub-district may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

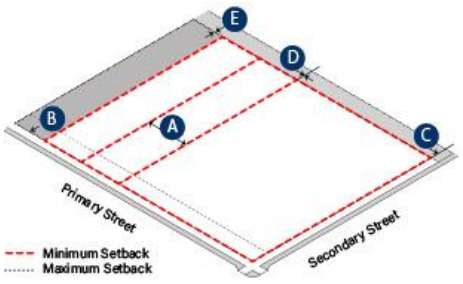
(d) *Permitted Uses*

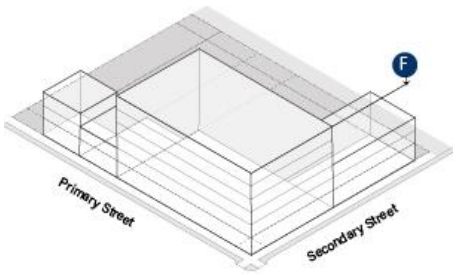
See Table 4.1: Use Table, in Section 4, Use Regulations.

(e) *Dimensional and Intensity Standards*

See Table 3.9: SD-WH District Dimensional and Intensity Standards.

Table 3.9: SD-WH District Dimensional and Intensity Standards





Site features		
Lot area (sf), min		None
Lot width (ft), min | max	A	None
Building per lot, max		None
Building coverage (% of site), max		No max
Setback, primary buildings		
Primary frontage (ft), min | max	B	0 | 10 [1]
Secondary frontage (ft), min | max	C	None
Side (ft), min	D	None
Rear (ft), min	E	None
Setback, outbuildings		
Primary frontage (ft), min		None
Secondary frontage (ft), min		None
Side (ft), min		None
Rear (ft), min		None

Building Form		
Height, max	F	6 stories
Parking structure		60 feet [2]

Frontage Types	● = Permitted
Lawn	●
Terrace	●
Stoop	●
Common Entry	●
Pedestrian forecourt	●
Vehicular forecourt	●
Gallery	
Shopfront	●

Transparency	Minimum Required Transparency	Location
All building facades facing the street [3]	20%	Per floor

[1] The maximum setback may extend an additional 12 feet along Government St.
[2] See additional exceptions for parking structures attached to buildings in Section 9.A. Building Height.
[3] Transparency requirement does not apply to buildings fronting Beauregard Street between Saint Joseph Street, North Water Street and North Lawrence Street

Inserted Cells
Inserted Cells

Section 4. Use Regulations

A. General

Uses are permitted in accordance with Table 4.1: Use Table, and the following:

1. An "R" in a cell means that the use sub-category is permitted by right in the sub-district, subject to any notes listed in the cell (see subsection B below) and compliance with all the standards in the DDD code.

2. An "S" in a cell means that the use sub-category is permitted following issuance of a special exception permit in accordance with Section 2.B.5, Special Exception, subject to any notes listed in the cell (see subsection B below) and compliance with all the standards in the DDD code.

3. A "C" in a cell means that the use sub-category is permitted following issuance of a conditional use permit in accordance with Section 2.B.4, Conditional Use Permit, subject to any notes listed in the cell (see subsection B below) and compliance with all the standards in the DDD code.

Table 4.1: Use Table

R = By Right S = By Special Exception C = By Conditional Use Permit

Use Category	Use Sub-Category	T-3	T-4	T-5.1	T-5.2	T-6	Municipal	Open	SD-WH
Industrial	Warehousing & Mini-Storage			R	R[4]	R			R
	Mixed-use Light Manufacturing Component			R	R[4]	R			R
	Manufacturing—Light (5,000 sf max, non-toxic)			R	R[4]	R			R
	Manufacturing—Heavy (over 5,000 sf, non-toxic)								R
	Processing of Food and Beverage Products								R
	Laboratory Facility				R[4]	R			R
	Distribution Facility								R
Utilities	Utility, Minor	R	R	R	R	R			R

Table 4.1: Use Table									
R = By Right S = By Special Exception C = By Conditional Use Permit									
Use Category	**Use Sub-Category**	**T-3**	**T-4**	**T-5.1**	**T-5.2**	**T-6**	**Municipal**	**Open**	**SD-WH**
	Utility, Intermediate	S	S	R	R	R			R
	Utility, Major				C	C			C
Agricultural	Nursery Stock Growing, Processing & Sales		R	R	R[4]	R			R
	Produce Growing, Processing & Sales		R	R	R[4]	R			R
Education	Private Educational Facility (Daycare)	R	R	R	R[5]	R			R
	Private Educational Facility (Elementary)		R	R	R[5]	R			R
	Private Educational Facility (All Levels)			R	R	R			R
Civic Support	Religious institution (including educational)	R	R	R	R	R			R
	Funeral home		R	R	R[4]	R			R
	Hospital, medical offices, veterinary medicine, ambulance service		R	R	R[4]	R			R
	Mystic society meeting hall		R	R	R	R			R
	Museum	C	R	R	R	R	R	R	R
	Park / Open Space	C	R	R	R	R	R	R	R
	Government Building	C	R	R	R	R	R	R	R
Automotive	Automotive Services—Light (5,000 sf max)			R	R[4]	R			R
	Automotive Services—Heavy (over 5,000 sf)								R
	Parking Structure (as a principal use)				R	R	R		R
	Surface Parking (as a principal use)								
	Gas Station			S	S	S			S
Residential	Single-Family Dwelling	R	R	R	R	R			R
	Two-Family Dwelling	R	R	R	R	R			R
	Multi-Family Dwelling		R	R	R	R			R
	Accessory Dwelling Unit	R	R	R					R
	Senior & Elderly Housing	R	R	R	R	R			R
	Nursing & Retirement Housing	R[5]	R	R	R[5]	R			R
	Boarding Houses & Dormitories	R[4]	R	R	R[4]	R			R
	Homeless & Emergency Shelter		S	S	S[6]	S			S
	Mixed-use Residential Component		R	R	R	R			R
Lodging	Hotel (no room limit)				R	R			R
	Inn (up to 20 rooms)		R	R	R	R			R
	Bed and Breakfast (up to 5 rooms)	R	R	R	R	R			R
	Short-Term Rentals	R	R	R	R	R			R
Office	Home-office (non-primary use)	R	R	R	R	R			R

Table 4.1: Use Table									
R = By Right S = By Special Exception C = By Conditional Use Permit									
Use Category	**Use Sub-Category**	**T-3**	**T-4**	**T-5.1**	**T-5.2**	**T-6**	**Municipal**	**Open**	**SD-WH**
	Live-work (office up to 15% of building sf.)	R	R	R	R	R			R
	Work-live (office up to 80% of building sf.)		R	R	R	R			R
	Mixed-use Office Component		R	R	R	R			R
	Office Building		R	R	R	R			R
Communication facilities	Class 1 Communication Facility	R[3]	R[3]	R[3]	R[3]	R[3]	R[3]	R[3]	R[3]
	Class 2 and 3 Communication Facilities	S[3]	S[3]	S[3]	S[3]	S[3]	S[3]	S[3]	R[3]
	Class 4 Communication Facility			S[3]	S[3]	S[3]	S[3]	S[3]	S[3]
Commercial	Live-work (retail up to 15% of building sf.)	R	R	R	R	R			R
	Work-live (retail up to 80% of building sf.)		R	R	R	R			R
	Mixed-use Retail Component		R	R	R	R			R
	Retail Building		R	R	R	R			R
	Café		R	R	R	R	R	R	R
	Restaurant, bar, catering, entertainment, theater, or brewpub			S[7]	S[7]	R			R
	Drive-Thru Retail		S	S	S	S			S
Adult Entertainment	Adult Entertainment Enterprise								

B. Use-Specific Standards

The following standards apply to uses as indicated in the cell in Table 4.1: Use Table

1. Reserved
2. Reserved
3. The use shall comply with the standards in Section 64-4-9, Telecommunications facilities.
4. The use is not permitted on property bound by Civic Center Drive to the North, Claiborne Street to the east, Canal Street to the south, and Lawrence Street to the west.

5. The use requires a Conditional Use Permit on property bound by Civic Center Drive to the North, Claiborne Street to the east, Canal Street to the south, and Lawrence Street to the west.

6. The use is not permitted on property bound by Civic Center Drive to the North, Claiborne Street to the east, Canal Street to the south, and Lawrence Street to the west.

7. This use is permitted by right if the occupancy load is less than 100 people.

Section 5. Development Standards

A. Access and Off-Street Parking

1. *Minimum Off-Street Vehicular Parking*

Development in the DDD is required to provide off-street vehicular parking, in accordance with the following:

(a) No off-street vehicular parking is required for existing development in the T-6 sub-district and all development in the DDD outside of the T-6 sub-district.

(b) New development in the T-6 sub-district shall provide off-street vehicular parking in accordance with Table 5.1: Minimum Off-Street Vehicular Parking for New Development in T-6 Sub-District.

Table 5.1: Minimum Off-Street Vehicular Parking for New Development in T-6 Sub-District

Use	Minimum Number of Off-Street Parking Spaces
Office	3 per 1,000 square feet of gross floor area
Lodging	1 per bedroom
Dwelling	1 per dwelling unit
All other uses	No minimum

(c) The amount of vehicular parking required to be provided on-site in accordance with Table 5.1 may be reduced in accordance with the following:

(1) On-street parking spaces adjacent to the property's frontage may be counted towards the development's required number of vehicular spaces in a one-to-one ratio. On-street parking spaces shall remain available to the general public and shall not be restricted for use by tenants, visitors, or residents of the property.

(2) Off-site parking spaces on land owned or leased from a civic parking reserve or private parking lot or structure may be counted towards the development's required number of vehicular spaces in a one-to-one ratio, provided the off-site parking is within 1,500 feet of the property being served by the parking.

2. *General Standards*

(a) All off-street parking spaces and aisles shall comply with the standards in Section 64-3-12.A.3, Size of parking spaces, and Table 64-3-12.2: Parking Stall and Aisle Dimensions, of the UDC.

(b) In the T-3 and T-4 sub-districts, a parking lot or parking structure shall not contain more than 20 parking spaces.

(c) A parking lot may include attendant huts, pay kiosks, and similar structures and shall be sized and used only to shelter collection and security operations related to the parking use.

(d) Surface parking lots shall be placed to the rear of the façade of the principal building, except in Municipal, Open, and SD-WH sub-districts, where the location is not restricted.

(e) Parking lots and structures shall be masked along frontages in accordance with Section 5.B.1(a), Perimeter Masking.

3. *Vehicular Site Access*

(a) Off-street parking shall only be accessed from a secondary frontage, or B-street, and is prohibited to be accessed from the primary frontage, or A-street, except as provided below.

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(b) If parking access through a secondary frontage is not available, off-street parking may be accessed by driveways at the primary frontage if the property width exceeds the minimum width by sub-district in Table 5.2: Parking Lot Specifications.

(c) The width of driveways within a front setback shall not exceed the maximum width by sub-district in Table 5.2.

(d) All curb cuts shall meet the standards in Chapter 57, Article IV, Driveways, of the City Code. The number of curb cuts for a lot shall not exceed the maximum number by sub-district in Table 5.2.

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Table 5.2: Parking Lot Specifications

District	Minimum Primary Frontage Parking Access Width (ft)	Maximum Driveway Width (ft)	Maximum Number of Curb Cuts Per Frontage
T-6	72	25 [1]	1 [1]
T-5.2	54	25 [1]	1 [1]
T-5.1	54	25 [1]	1 [1]
T-4	42	10	1
T-3	42	10	1
SD-WH	54	25 [1]	1 [1]
Municipal	No minimum	No maximum	No maximum
Open	No minimum	No maximum	No maximum

[1] On the west side of Claiborne Street between Civic Center Drive and Canal Street, driveway width shall not exceed 36 feet, and two curb cuts are permitted per lot.

[2] Except as permitted in table note [1], a lot with one primary frontage and one secondary frontage is allowed one curb cut to the secondary frontage. A lot with more than one secondary frontage is permitted one curb cut per secondary frontage.

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(e) Crushed stone surfaces are permitted in driveways and parking areas with approval of the city engineer and the fire-chief, but may not be used in the right-of-way.

4. *Off-Street Loading Docks and Service Areas*

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Off-street loading docks and service areas with a combined width of 30 feet may be incorporated into all frontages on land in the SD-WH sub-district, and in all other sub-districts in accordance with the following:

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(a) In secondary frontages, towards the rear of the property; or

(b) In primary frontages, if the property has no secondary frontage and the width of the primary frontage is 120 feet or greater.

5. *Bicycle Parking*

In the T-5 and T-6 sub-districts, property owners may install bicycle racks within the right-of-way adjacent to their frontage in accordance with the following:

(a) *Type of Bicycle Rack*

A bicycle rack shall be of the inverted-U, pole and ring, or removable ring types.

(b) *Bicycle Rack Location*

(1) A bicycle rack shall be placed to maintain at least a four-foot clear path on a sidewalk when a bicycle with a 22-inch (56-cm) frame is properly locked to the rack.

(2) A bicycle rack shall not be located within:

a. Five feet of fire hydrants;

b. Four feet of loading zones and bus stop markers;

c. Three feet of driveways and manholes;

d. Two feet of utility meters and tree boxes; and

(3) A bicycle rack shall not be placed on a sidewalk where the distance from the curb face to the property line is less than seven feet.

(4) A bicycle rack parallel to the curb shall be set back at least two feet from the curb and spaced at least 30 inches from another bicycle rack. A bicycle rack perpendicular to the curb shall be set back at least one foot from the curb and spaced at least 48 inches from another bicycle rack. The distance requirements of this paragraph do not apply where rings are added to existing poles.

B. Landscaping and Screening

1. *Parking Lot Landscaping*

(a) *Perimeter Masking*

(1) A surface parking lot along a frontage shall be masked by one of the following:

a. A liner building; , or

b. One of the following types of screens:

1. A metal fence at least three feet in height that is planted with evergreen hedges, evergreen vines, or other evergreen plant materials. Shrubs for hedges shall be at least three feet in height at planting, and other plantings shall be of a species and planted in a manner that would form an evergreen barrier at least as effective as a hedge; or

2. A masonry wall, with or without vegetative plantings.

(2) A parking structure along a frontage shall be masked by one of the following:

a. Along A-street frontages, a liner building covering the entire width of the structure, excluding any points of access or egress, or 70 percent of a width of the structure at ground floor frontage.

b. Along B-street frontages, a liner building in accordance with subsection a above, or one of the following types of screens:

1. A metal fence at least three feet in height that is planted with evergreen hedges, evergreen vines, or other evergreen plant materials. Shrubs for hedges shall be at least three feet in height at planting, and other plantings shall be of a species and planted in a manner that would form an evergreen barrier at least as effective as a hedge; or

2. A masonry wall, with or without vegetative plantings.

Deleted: <#>A liner building covering the entire width of a parking lot, excluding any points of access or egress, or 70 percent of a width of a parking structure at ground floor frontage, or;¶

(b) *Interior Plantings*

Each parking lot with more than 50 parking spaces shall be planted with one Overstory Tree from the city's approved Plant List of Article 3 of the UDC for every 15 parking spaces, rounded up.

2. *Screening*

(a) *Refuse*

(1) Dumpsters

All dumpsters except for construction dumpsters used in active construction projects shall comply with the following:

a. Dumpsters shall not be placed in the primary frontage or in street right-of-way

b. Waste removal of a dumpster by a sanitation truck shall take place entirely within the paved surface of the building site. No maneuvering to access the site may take place within street right-of-way.

c. Dumpsters shall be enclosed within an enclosure. The enclosure shall be at least the height of the dumpster which is being enclosed, up to a maximum of eight feet in height, be of sufficient size to allow for placement and removal of dumpster without causing damage to the enclosure, and be made of materials permitted in the applicable transect sub-district in accordance with Section 7, Building Design and Material Standards. The enclosure may be equipped with a door or gate constructed of wood or other opaque material that opens to the outside and which remains closed unless the dumpster is being filled or emptied.

d. Dumpster enclosures shall be maintained in good repair and condition.

(2) Garbage and Grease Containers

a. Garbage container placement shall comply with the standards in Sec. 25-8 of the City Code.

b. Grease containers shall not be placed outside within 20 feet of a sidewalk.

(b) *Mechanical Equipment*

Mechanical equipment, including electric meters, gas meters, water meters, exhaust fans, and HVAC equipment, shall not be located along frontages and shall be masked if visible from a street or sidewalk.

(c) *Rooftop Equipment*

Equipment on rooftops such as turbine vents, skylights, satellite dishes, and television antennae shall be located and arranged so as not to be visible from a street or sidewalk.

C. Fences and Walls

1. *Fence and Wall Locations*

(a) A fence or wall is permitted in a frontage in accordance with the specific standards that apply to each frontage in Section 6, Frontage Standards.

(b) On an improved lot, a fence or wall may be installed with a maximum height of:

(1) In the SD-WH sub-district, 10 feet along the side and rear property lines beyond the front façade of the principal building on the site;

(2) In all sub-districts except for the SD-WH sub-district, eight feet along the side and rear property lines beyond the front façade of the principal building on the site; and

(3) Six feet on any property line on an unimproved lot.

2. *Fence and Wall Materials*

(a) In all sub-districts except the Municipal and Open sub-districts, the following material standards apply:

(1) Fences shall be made of wood picket, wood slat, or wood lattice, or a wrought iron style made of iron, steel, or aluminum.

(2) Walls shall be made of brick, stone, or stucco over masonry.

(b) Fence and wall material may be allowed in combination as approved by the CRC and ARB, as applicable.

(c) In all sub-districts, barbed and concertina wire is prohibited in frontages and in all areas that are visible from frontages.

(d) In all sub-districts, chain link fences are permitted only along interior property lines behind the façade of the building.

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D. Signs

1. *General Standards*

(a) *Permit Required*

All signs erected or installed on land in the DDD require a sign permit, in accordance with section 64-10-9 of the UDC.

(b) *Material Standards*

Sign materials shall be compatible with the materials of the building on which it is placed and the sub-district. New materials that achieve the effect of traditional materials and lighting solutions will be considered on a case-by-case basis.

(c) *Illumination*

Signs may only be illuminated in accordance with the following:

(1) A sign may be illuminated by a steady, stationery light source external to the sign that shines directly on the sign.

(2) Reverse channel signs may be backlit with neon or LED lights.

(3) Open channel signs may be illuminated from individual light bulbs within the channel.

(d) *Encroachment*

All signs except yard signs may encroach into the right-of-way. Signs that project from building walls by more than one foot or that are hung from supports over sidewalks shall maintain a minimum clearance of eight feet above adjacent grade.

2. *Neon and LED Interior Signs*

Non-animated neon and LED signs are permitted inside storefront windows, in accordance with the following:

(a) During daytime hours (defined as the time between sunrise and sunset, as those times are determined by the National Weather Service), the maximum brightness level shall not exceed 5,000 nits when measured from the sign's face at its maximum brightness.

(b) At all other times, the maximum brightness level shall not exceed 500 nits when measured from the sign's face at its maximum brightness.

3. *Required Signs*

On each site, one address number sign, no larger than one square foot in area, shall be attached to the building in proximity to the principal entrance, at least six feet high on a wall, or four foot high on a mailbox.

4. *Residential and Home Office Uses in the T-3 and T-4 Sub-Districts*

In the T-3 and T-4 sub-districts, the following apply to signs for residential and home office/live-work units:

(a) Signs may not be illuminated.

(b) Home businesses may have no more than one sign of each type permitted in the sub-district in accordance with Table 5.3: Sign Types Permitted by Sub-District and the standards in Table 5.4: Permitted Signs.

5. *Permitted Signs*

Signs are permitted on land in a sub-district in accordance with Table 5.3: Sign Types Permitted by Sub-District, subject to the standards in Table 5.4: Permitted Signs and subsection 6 below. See also Figure 5.1: Sign Standard Illustration.

Table 5.3: Sign Types Permitted by Sub-District

Sign Types	T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH
Sandwich board	◉●	◉●	◉●		◉●	◉●	●
Diagonal corner	●	●			●	●	●
Fabric awning	●	●	●		●	●	●
Marquee	◉●	◉●	◉●		◉●	◉●	●
Window sign	●	●	●		●	●	●
Building	●	●	●		●	●	●
Upper building	◉●	◉●	◉●		◉●	◉●	●
Hanging blade	●	●	●		●	●	●
Individual storefront	●	●	●		●	●	●
Internal neon	●	●	●		●	●	●
Painted wall	●	●	●		●	●	●
Yard blade	●	●	●	●	●	●	●
Wall plaque	●	●	●	●	●	●	●
Wayfinding sign [1]	●	●	●		●	●	●
Monument sign		●	●		●	●	●
Freestanding sign		●	●		●	●	●
Banner	◉●	◉●	◉●		◉●	◉●	●
Parking lot sign	●	●	●		●	●	●

● = Permitted ◉● = Permitted subject to standards in subsection 6 below

[1] Only permitted along A street.

Table 5.4: Permitted Signs

Sign Type	Number	Area, Maximum	Copy
Sandwich board	1 per business, shall be removed outside of business hours	2 feet wide by 3 feet tall	No restrictions

Table 5.4: Permitted Signs

Sign Type	Number	Area, Maximum	Copy
Diagonal corner	1 per building at corners only, attached at a 45-degree angle	3 feet wide by 15 feet tall	No restrictions
Fabric awning	1 per awning	8 inches tall by awning length	No restrictions
Marquee	1 per building	4 feet plus width of entrance(s) on primary structure, maximum height of marquee structure is 4 feet	No restrictions
Window sign	1 per window (not including temporary signage within window)	30% of window area to which sign is affixed	Applied decal or painted within window
Building	On buildings less than 10 stories in height, 1 per building, within the frieze or upper portion of the storefront if there is no frieze	3 feet in height by façade width (8 feet in height on buildings fronting Claiborne Street between Civic Center Drive and Canal Street)	No restrictions
Upper building	See Section 5.D.6(c), Upper Building		
Hanging blade	1 per business	10 square feet each face	No restrictions
Individual storefront	1 per business	2 feet tall by store length (or to fit within a frieze or architectural feature)	No restrictions
Internal neon	1 per window (not including temporary signage within window)	30% of window area to which sign is affixed	Neon or LED within window
Painted wall	1 per secondary frontage and wall internal to a lot but visible from sidewalks	No restrictions	No restrictions
Yard blade	1 per lot with home business or in non-residential use	5 square feet	No restrictions
Wall plaque	1 per business (located on building) 1 per parking lot (located on an architectural feature of parking lot screening required in Section 5.B.1(a))	SD-WH, Municipal, and Open: 8 square feet T-3: 2 square feet T-4: 2 square feet T-5: 8 square feet T-6: 8 square feet	No restrictions
Wayfinding sign	1 per block or site, located on right-of-way or private property	5 feet in height 20 square feet of signage per face 50 square feet of signage on all faces	No restrictions
Monument sign	1 per site	6 feet in height 8 feet in width 25 square feet of signage per face 50 square feet of signage on all faces	No restrictions
Freestanding sign	1 per site	8 feet in height 5 feet in width 20 square feet of signage per face 40 square feet of signage on all faces	No restrictions
Banner	1 per site	4 feet by 8 feet	No restrictions
Parking lot sign	1 per driveway	10 feet in height (including mount) 3 feet wide by 2 feet hide in sign area 6 square feet of signage	No restrictions

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Deleted: [1] Sign may be 8 feet tall on buildings fronting Claiborne Street between Civic Center Drive and Canal Street.

6. *Sign Specific Standards*

(a) *Sandwich Board*

A sandwich board shall not reduce clear path on a sidewalk below four feet in width.

(b) *Marquee*

A marquee shall project between four and 10 feet from a building, and the sign of letter copy on the marquee shall be at least three feet in height.

(c) *Upper Building*

An upper building sign is permitted on a building that is at least 10 stories in height, in accordance with the following:

(1) Two upper building signs may be installed on two separate facades.

(2) The sign shall be installed at least 40 feet above grade

(3) The sign shall comply with the following dimensions:

a. Maximum height of 80 percent of the width of the building wall;

b. Maximum of one horizontal or vertical line of letter or symbols;

c. Maximum font size of eight feet, in any dimension;

d. Maximum logo or emblem size of 10 feet, in any dimension.

(4) The sign shall identify the building or the name of one tenant of the building.

(d) *Monument Sign*

A monument sign shall have a maximum height of six feet, where and a base at least two-thirds (⅔) of the sign width.

(e) *Banner*

A banner shall comply with the standards in Chapter 64, Article 4.

Figure 5.1: Sign Standard Illustration

7. *Abandoned Signs*

An abandoned sign shall be removed within 90 days from the date official notice is given by the Director of Planning. Permanent on-site signs applicable to a business temporarily suspended because of a change in ownership or management of such business shall not be deemed abandoned unless the property remains vacant for at least six months.

Section 6. Frontage Standards

A. Frontage Types Established
The frontage in Table 6.1: Frontage Types are established:

Table 6.1: Frontage Types	
Frontage Type	**Section 6.___**
Lawn Frontage Type	F
Terrace Frontage Type	G
Stoop Frontage Type	H
Common Entry Frontage Type	I
Pedestrian Forecourt Frontage Type	J
Vehicular Forecourt Frontage Type	K
Gallery Frontage Type	L
Shopfront Frontage Type	M

B. Allowed and Required Frontage Types

1. When new development or substantial improvements to existing buildings are proposed, or when the primary frontage of the property is designated to another abutting street, a property owner shall designate the frontage type that applies to the building in accordance with the requirements in Table 6.2: Building Frontage Types Allowed based on the applicable sub-district.

2. No frontage designation is required for work involving new additions to existing buildings that do not constitute substantial improvements.

3. If buildings have multiple frontages or multiple buildings are located on one property, the same frontage type shall be selected for all frontages.

4. A shopfront frontage is required for all ground-floor commercial uses that front the A-Street portions of Dauphin, Conti, and St. Joseph's Streets.

Table 6.2: Building Frontage Types Allowed							
Frontage Types	**T-6**	**T-5 (both)**	**T-4**	**T-3**	**Municipal**	**Open**	**SD-WH**
Lawn			•	•	•	•	•
Terrace		•	•	•	•	•	•
Stoop	•	•	•		•	•	•
Common Entry		•	•		•	•	•

Table 6.2: Building Frontage Types Allowed							
Pedestrian forecourt	●	●			●	●	●
Vehicular forecourt	●				●	●	●
Gallery	●	●			●	●	
Shopfront	●	●	●		●	●	●
● = Permitted							

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C. General Frontage Standards

1. At least 80 percent of the frontage in the T-5.1 sub-district and 100 percent of the T-5.2 and T-6 sub-districts shall be built out to the zone between the minimum setback and maximum setback for both the primary and secondary frontages, or shall contain a streetscreen that:

   (a) Is between four and eight feet in height;

   (b) Contains openings for vehicular access that are no more than 30 feet in width;

   (c) Is made of brick, stone, stucco over masonry, iron, steel, or aluminum that appears to be iron; and

   (d) If not opaque, includes landscape plantings, such as a hedge, evergreen fines, or other evergreen planting materials, that increase the opacity of the streetscreen.

2. Except in the Municipal and Open sub-districts, each frontage shall contain no more than one walkway a maximum of five feet in width that provides access to primary and secondary entrances. In the Municipal and Open sub-districts, there are no restrictions on walkway width or the number of walkways.

3. The first floor may be elevated above the maximum established in this section where the 100-year flood plain (AE) and 500-year flood plain (X-shaded) standards require additional elevation.

D. Encroachments

Encroachments into the right-of-way are provided in accordance with the following:

1. A balcony may project three feet from the façade and may extend into the right-of-way, subject to a permit and right-of-way use agreement from the city engineer.

2. Other encroachments or permanent structures greater than three feet in height constructed in the right of way may be permitted, subject to a permit and right-of-way use agreement from the city engineer who may require that the property owner procure and maintain general liability insurance that names the city as an additional insured.

3. Awnings, marquees, or canopies may extend into the right-of-way, except that a canopy supported by a pole or column in the right of way shall require a permit and a right-of-way use agreement from the city engineer and shall not extend within two feet of a curb.

E. Additions to Existing Buildings

Additions to existing buildings shall comply with the following frontage standards:

1. *General Standards*

   (a) Existing buildings that are nonconforming with respect to the frontage standards of the DDD code are not required to meet frontage type requirements unless the frontage is reoriented so that the principal entrance to the façade faces a different primary frontage street.

   (b) Additions to existing buildings may match the foundations, porch depth, and finished floor elevations of the existing building.

   (c) Porches, stairs, stoops, and ramps that are added to existing buildings may encroach into the front setback in accordance with the following:

(1) All such features may encroach up to 50 percent of the front setback depth in the T-3 sub-district, and 100 percent in all other sub-districts.

(2) Porches shall be at least eight feet deep in the T-3 sub-district, and five feet deep in the T-4 sub-district.

(d) Alterations to existing facades facing a frontage shall not reduce the percentage of the façade that is transparent below the percentage transparency of the existing façade or the percentage transparency required for the applicable frontage type, whichever is less.

2. *Specific Standards*

(a) *Additions to Existing Buildings in T-3 Sub-District*

Additions to existing buildings in the T-3 sub-district shall comply with the standards in Table 6.3: Additions to Existing Buildings in T-3 Sub-District.

Table 6.3: Additions to Existing Buildings in T-3 Sub-District

Standard	Value
Finished floor elevation	Match existing structure, or between 16 and 48 inches above average grade along the front property line
Front yard terrace	Raised up to 36 inches above sidewalk grade, to form a terrace
Fence or wall	Permitted along front property line and side lot lines to façade of building, with maximum height of four feet
Shopfront	Prohibited
Gallery	Prohibited

(b) *Additions to Existing Buildings in T-4 Sub-District*

Additions to existing buildings in the T-4 sub-district shall comply with the standards in Table 6.4: Additions to Existing Buildings in T-4 Sub-District.

Table 6.4: Additions to Existing Buildings in T-4 Sub-District

Standard	Value
Finished floor elevation	Match existing structure, or between 16 and 48 inches above average grade along the front property line. If shopfront is incorporated, may be at sidewalk level
Front yard terrace	Raised up to 36 inches above sidewalk grade, to form a terrace
Fence or wall	Permitted along front property line and side lot lines to façade of building, with maximum height of four feet and with or without masonry piers
Paving	Frontage may be paved up to 100 percent of area, using unit masonry or concrete
Shopfront	Permitted
Gallery	Prohibited

(c) *Additions to Existing Buildings in T-5 Sub-District*

Additions to existing buildings in the T-5 sub-district shall comply with the standards in Table 6.5: Additions to Existing Buildings in T-5 Sub-District.

Table 6.5: Additions to Existing Buildings in T-5 Sub-District

Standard	Value
Finished floor elevation	Match existing structure, or up to 30 inches above average grade along the front property line.
Front yard terrace	Raised up to 20 inches above sidewalk grade, to form a terrace
Fence or wall	Permitted along front property line and side lot lines to façade of building, with maximum height of four feet and with or without masonry piers. Wood fences prohibited in T-5.2 sub-district
Walkways	One per building entrance with a maximum width of five feet, except if a stoop frontage or common entry frontage is provided in accordance with Section 6.H, Stoop Frontage Type, or Section 6.I, Common Entry Frontage Type, respectively
Paving	Frontage may be paved up to 100 percent of area, using unit masonry or concrete
Courtyard (primary entry only)	May be incorporated into frontage with a portion of the façade recessed beyond the maximum front setback, and a maximum area of 600 square feet.
Shopfront	Permitted
Gallery	Permitted

(d) *Additions to Existing Buildings in T-6 Sub-District*

Additions to existing buildings in the T-6 sub-district shall comply with the standards in Table 6.6: Additions to Existing Buildings in T-6 Sub-District.

Table 6.6: Additions to Existing Buildings in T-6 Sub-District

Standard	Value
Finished floor elevation	Match existing structure, or up to 30 inches above average grade along the front property line.
Front yard terrace	Raised up to 20 inches above sidewalk grade, to form a terrace
Fence or wall	Permitted along front property line and side lot lines to façade of building, with maximum height of four feet and with or without masonry piers. Wood fences prohibited
Paving	Frontage may be paved up to 100 percent of area, using unit masonry or concrete
Courtyard (primary entry only)	May be incorporated into frontage with a portion of the façade recessed beyond the maximum front setback, and a maximum area of 1,600 square feet.
Shopfront	Permitted
Gallery	Permitted

(e) *Additions to Existing Buildings in Municipal and Open Sub-Districts*

Additions to existing buildings in the Municipal and Open sub-districts shall comply with the standards in Table 6.7: Additions to Existing Buildings in Municipal and Open Sub-Districts.

Table 6.7: Additions to Existing Buildings in Municipal and Open Sub-Districts

Standard	Value
Finished floor elevation	Match existing structure, up to 30 inches above average grade along the front property line, or as required to meet minimum flood elevation requirements.
Front yard terrace	Raised up to 20 inches above sidewalk grade, to form a terrace
Fence or wall	Permitted along front property line and side lot lines to façade of building, with maximum height of ten feet and with or without masonry piers.
Paving	Frontage may be paved up to 100 percent of area, using unit masonry, concrete, asphalt, or aggregate
Courtyard (primary entry only)	May be incorporated into frontage with a portion of the façade recessed beyond the maximum front setback, and a maximum area of 1,600 square feet.
Shopfront	Permitted
Gallery	Permitted

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(f) *Additions to Existing Buildings in SD-WH Sub-District*

Additions to existing buildings in the SD-WH sub-district shall comply with the standards in Table 6.8: Additions to Existing Buildings in SD-WH Sub-District.

Table 6.8: Additions to Existing Buildings in SD-WH Sub-District

Standard	Value
Finished floor elevation	Match existing structure, or up to 30 inches above average grade along the front property line.
Front yard terrace	Raised up to 20 inches above sidewalk grade, to form a terrace
Fence or wall	Iron fence permitted along front property line and side lot lines to façade of building, with maximum height of six feet and with or without masonry piers.
Paving	Frontage may be paved up to 100 percent of area, using unit masonry or concrete
Courtyard (primary entry only)	May be incorporated into frontage with a portion of the façade recessed beyond the maximum front setback, and a maximum area of 1,600 square feet.
Shopfront	Permitted
Gallery	Prohibited

F. Lawn Frontage Type

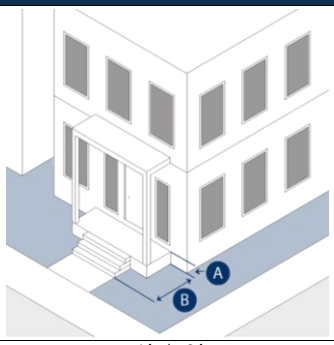
1. *General Characteristics*

In the lawn frontage type, the façade is set back from the front property line with the first story elevated from the sidewalk for privacy and principal entry accessed by a porch or stoop.

2. *Standards*

Development using a lawn frontage type shall comply with the standards in Table 6.9: Lawn Frontage Type Standards.

Table 6.9: Lawn Frontage Type Standards

Site features		Applicable Sub-districts							
		T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (min | max)	A			●	●			●	16 in | 48 in (measured from average grade at property line)
						●	●		As required to comply with flood elevation requirements
Encroachment depth (max)									
Porches, stairs, ramps	B				●				50 percent of front setback depth, min porch depth of 8 ft
				●					100 percent of front setback depth, min porch depth of 4 ft
Bay windows, roof overhangs, cornices, windows and door surrounds, other façade decorations	B			●	●	●	●	●	2 ft
Stoops	B			●	●	●	●	●	4 ft (may be covered by a roof structure supported by columns or wall brackets)
Fences and Walls									
Front property line and side lot lines to façade of building, max height				●	●	●	●	●	4 ft
Along side and rear property lines behind front façade, max height				●	●				8 ft
						●	●	●	10 ft
Permitted materials				●	●			●	Fences: wood picket, wood slat, wood lattice, or wrought iron style made of iron, steel, or aluminum. Walls: brick, stone, or stucco over masonry.
						●	●		All materials permitted
Frontage									
Walkways				●	●			●	One per frontage, max width 5 ft
						●	●		Unlimited number and width
Building foundations				●	●			●	Brick stone, or stucco pier and inset fill-panel construction, or chain wall construction with panels inset to resemble pier and infill panel construction. Infill between piers shall be brick, stone, stucco, wood lattice, or vertical wood picket and shall be recessed so that piers protrude from the infill
						●	●		No limitations

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G. Terrace Frontage Type

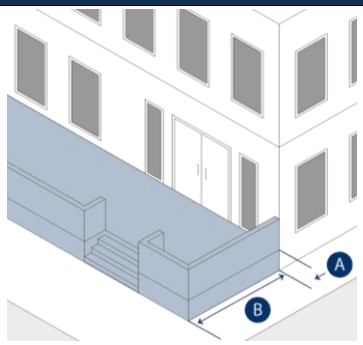
1. *General Characteristics*

In the terrace frontage type, the façade is set back from the front property line by an elevated patio. A terrace frontage may include all elements of a shopfront frontage (see subsection L below) at the level of the terrace.

2. *Standards*

Development using a terrace frontage type shall comply with the standards in Table 6.10: Terrace Frontage Type Standards.

Table 6.10: Terrace Frontage Type Standards

Site features		Sub-districts: T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
									
Finished floor elevation, first floor (min | max)	A		●	●	●			●	20 in | 36 in (measured from average grade at property line)
						●	●		As required to comply with flood elevation requirements
Terrace standards									
Elevation (min | max)	A		●	●	●	●	●	●	20 in | 36 in
Required encroachment			●	●	●	●	●	●	100 percent of width of façade, at primary frontage, except where driveways are permitted
Depth (max)	B		●	●	●	●	●	●	8 ft (may extend to front property line)
Surfacing			●			●	●	●	Paved or unpaved, with unit masonry or concrete
				●	●				Paved or landscaped
Fences and Walls									
Where allowed			●	●	●	●	●	●	Only where necessary as part of terrace structure or to provide a safety railing
Materials			●	●	●			●	Fences: Wrought iron style made of iron, steel or aluminum Walls: brick, stone or stucco over masonry
						●	●		All materials permitted
Awnings									
Material and Type			●	●	●	●	●	●	Fabric, fixed or movable
Primary frontage, span	Ground floor		●	●	●	●	●	●	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors		●	●	●	●	●	●	Shall cover only a window/door and match width of window/door
Primary frontage, projection			●	●	●	●	●	●	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft
Secondary frontages			●	●	●	●	●	●	Permitted only over doors, max 6 feet projection
Clearance			●	●	●	●	●	●	Min 8 ft over sidewalk or terrace, set back at least 2 ft from curb
Frontage									
Walkways				●					One per secondary entrance, max width 5 ft
Building foundations			●	●	●			●	Brick stone, or stucco pier and inset fill-panel construction, or chain wall construction with panels inset to resemble pier and infill panel construction. Infill between piers shall be brick, stone, stucco, wood lattice, or vertical wood picket and shall be recessed so that piers protrude from the infill
						●	●		No limitations

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H. Stoop Frontage Type

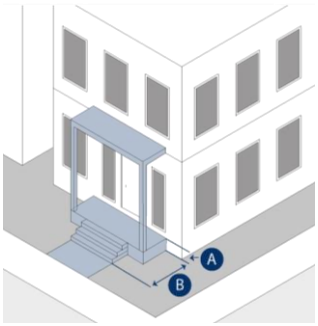
1. *General Characteristics*

In the stoop frontage type, the building façade is aligned close to the front property line with the first story elevated from the sidewalk for privacy, and an exterior stair and landing at the building entrance.

2. *Standards*

Development using a stoop frontage type shall comply with the standards in Table 6.11: Stoop Frontage Type Standards.

Table 6.11: Stoop Frontage Type Standards

Site features		Sub-districts: T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (min | max)	A	●	●	●				●	20 in | 36 in (measured from average grade at property line)
						●	●		As required to comply with flood elevation requirements
Stoop standards									
Stoop required		●	●	●		●	●	●	Stoop is required to be provided at the primary entrance. Stoops at secondary entrances may be provided
Elevation (min | max)	A	●	●	●		●	●	●	20 in | 36 in above sidewalk grade
Depth (min | max)	B	●	●	●		●	●	●	4 ft | 6 ft
Encroachment, Stoop		●	●	●		●	●	●	Stoop encroach into front setback at principal entrance or be recessed into the building façade
Encroachment, Steps									Steps that provide access to porch or stoop may encroach up to property line
Coverage		●	●	●		●	●	●	Optional roof structure supported by columns or wall brackets
Fences and Walls									
General Standards				●					Iron fence with or without masonry piers at front property line is permitted
Walkways									
Walkways				●					One permitted per entrance, with a maximum width of 5 ft
Frontage									
Surfacing		●	●	●		●	●	●	Frontage may be paved up to 100 percent of area, using unit masonry or concrete

I. Common Entry Frontage Type

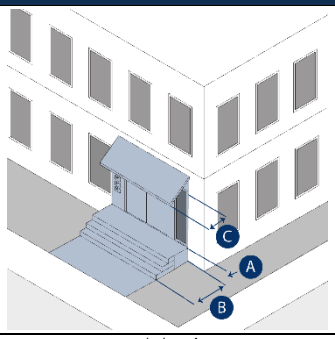
1. *General Characteristics*

In the common entry frontage type, a single point of entry is provided for multiple units or uses in a single building. A common entry frontage may include all elements of a shopfront frontage (see subsection L below) at the level of the sidewalk.

2. *Standards*

Development using a common entry frontage type shall comply with the standards in Table 6.12: Common Entry Frontage Type Standards.

Table 6.12: Common Entry Frontage Type Standards

Site features			Sub-districts							
			T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (min | max)	Ⓐ			●	●				●	n/a | 30 in (measured from average grade along the facade)
							●	●		As required to comply with flood elevation requirements
Encroachment depth (max)										
Stairs	Ⓑ			●	●		●	●	●	May encroach up to property line
Fences and Walls										
General Standards					●					Fence made of iron, steel, or aluminum that appears to be iron, with or without masonry piers, at front property line is permitted
Awnings										
Material and Type				●	●		●	●	●	Fabric, fixed or movable
Primary frontage, span	Ground floor			●	●		●	●	●	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors			●	●		●	●	●	Shall cover only a window/door and match width of window/door
Primary frontage, projection		Ⓒ		●	●		●	●	●	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft
Secondary frontages				●	●		●	●	●	Permitted only over doors, max 6 feet projection
Clearance				●	●		●	●	●	Min 8 ft over sidewalk or terrace, set back at least 2 ft from curb
Walkways					●					One permitted per entrance, with a maximum width of 5 ft
Frontage										
Surfacing				●	●		●	●	●	Frontage may be paved up to 100 percent of area, using unit masonry or concrete

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J. Pedestrian Forecourt Frontage Type

1. *General Characteristics*

In the pedestrian forecourt frontage type, a portion of the facade is close to the front property line and remaining facade is set back from the front property line to create an entry courtyard. A pedestrian forecourt frontage may include all elements of:

(a) A gallery frontage (see subsection L below), except within the entry courtyard; and

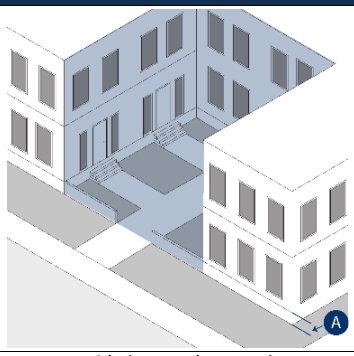
(b) A shopfront frontage (see subsection L below) along front property lines and within the entry courtyard.

2. *Standards*

Development using a pedestrian forecourt frontage type shall comply with the standards in Table 6.13: Pedestrian Forecourt Frontage Type Standards.

Table 6.13: Pedestrian Forecourt Frontage Type Standards

Site features		Sub-districts: T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (min | max)	A	●	●					●	18 in (except 0 in at entry) (measured from average grade along the facade)
						●	●		As required to comply with flood elevation requirements
Entry courtyard									
Location		●	●			●	●	●	Principal entrance
Area, max		●	●					●	600 sq ft
						●	●		1,600 sq ft
Design		●	●			●	●	●	Bound by building facades on at least two sides
Build out		●	●			●	●	●	The width of the entry courtyard shall count towards frontage build out (see Section 6.C.1 above)
Awnings and canopies									
Material and Type	Awning	●	●			●	●	●	Fabric, fixed or movable
	Canopy	●	●			●	●	●	Fixed, metal or wood
Awnings and canopies, primary frontage, span	Ground floor	●	●			●	●	●	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors	●	●			●	●	●	Shall cover only a window/door and match width of window/door
Awnings and canopies, primary frontage, projection		●	●			●	●	●	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft
Awnings and canopies, secondary frontages		●	●			●	●	●	Permitted only over doors, max 6 feet projection
Awnings and canopies, setback		●	●			●	●	●	Set back at least 2 ft from curb
Clearance		●	●			●	●	●	Min 8 ft over sidewalk



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May extend 12 feet across vehicular forecourt frontages or 30 feet when installed as a porte-cochere

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K. Vehicular Forecourt Frontage Type

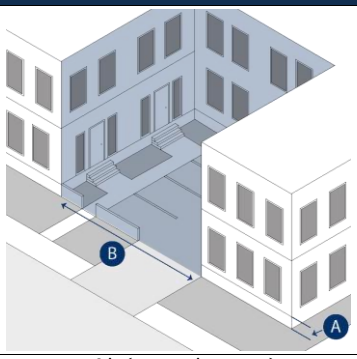
1. *General Characteristics*

In the vehicular forecourt frontage type, portion of the facade is close to the front property line and remaining facade is set back from the front property line to create an entry courtyard for vehicular access

2. *Standards*

Development using a vehicular forecourt frontage type shall comply with the standards in Table 6.14: Vehciular Forecourt Frontage Type Standards.

Table 6.14: Vehciular Forecourt Frontage Type Standards

Site features		Sub-districts T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (max)	A	●						●	18 in (except 0 in at entry) (measured from average grade along the facade)
						●	●		As required to comply with flood elevation requirements
Entry courtyard									
Location		●				●	●	●	Principal entrance
Area, max		●				●	●	●	1,600 sq ft
Width, max	B	●				●	●	●	50% of width of facade
Design		●				●	●	●	Bound by building facades on at least two sides
Surfacing		●				●	●	●	Paved or unpaved, with unit masonry or concrete
Build out									The width of the entry courtyard shall count towards frontage build out (see Section 6.C.1 above)
Awnings and canopies									
Material and type	Awning	●				●	●	●	Fabric, fixed or movable
	Canopy								Fixed, metal or wood
Awnings, primary frontage, span	Ground floor	●				●	●	●	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors	●				●	●	●	Shall cover only a window/door and match width of window/door
Awnings, primary frontage, projection		●				●	●	●	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft Awnings on vehicular forecourt frontages may extend 12 feet except where installed as a porte-cochere in which case the maximum depth is 30 feet.
Awnings, secondary frontages		●				●	●	●	Permitted only over doors, max 6 feet projection
Awnings, setback		●				●	●	●	Set back at least 2 ft from curb
Clearance		●				●	●	●	Min 8 ft over sidewalk

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L. Gallery Frontage Type

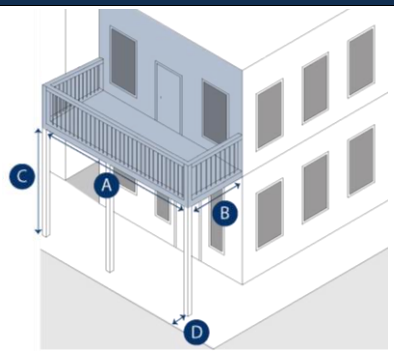
1. *General Characteristics*

In the gallery frontage type, the façade is aligned close to the front property line with an attached lightweight colonnade overlapping the sidewalk.

2. *Standards*

Development using a gallery frontage type shall comply with the standards in Table 6.15: Gallery Frontage Type Standards. A gallery frontage may include all elements of a shopfront frontage.

Table 6.15: Gallery Frontage Type Standards

Site features		Sub-districts: T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
									
Finished floor elevation, first floor (max)	A	●	●						18 in (except 0 in at entry) (measured from average grade along the facade)
						●	●		As required to comply with flood elevation requirements
Gallery, general									
Depth, min.	B	●	●			●	●		7 ft
Height, min.	C	●	●			●	●		12 ft
Encroachment	B	●	●			●	●		May encroach within public right-of-way with a right-of-way permit, provided a minimum 5-ft-wide clear pedestrian path is maintained along the public sidewalk
Span, min.		●	●						80% of façade without gaps
Columns		●	●						Required, centered on spandrel beam, constructed of round metal, diameter of between 3 and 6 in, with a base, shaft, and capital. Upper story columns and railing posts shall align with columns below
Column, location	B D	●	●						Min. 7 ft from façade, Min. 2 ft from curb
Gallery deck, configuration		●	●						Max 9 inches thick (including all structures and surface) and exposed
Gallery deck, location		●	●						Located above top of transom windows
Gallery, materials		●	●						Upper story railings shall be painted metal
Lighting		●	●			●	●		Where a gallery interrupts street lighting, a minimum of one-half (1/2) foot candle of lighting shall be provided within the gallery
Frontage									
Walkways									One per secondary entrance, max width 5 ft
Building foundations		●	●						Brick stone, or stucco pier and inset fill-panel construction, or chain wall construction with panels inset to resemble pier and infill panel construction. Infill between piers shall be brick, stone, stucco, wood lattice, or vertical wood picket and shall be recessed so that piers protrude from the infill
						●	●		No limitations
Surfacing		●	●			●	●		Frontage may be paved up to 100 percent of area, using unit masonry or concrete

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M. Shopfront Frontage Type

1. *General Characteristics*

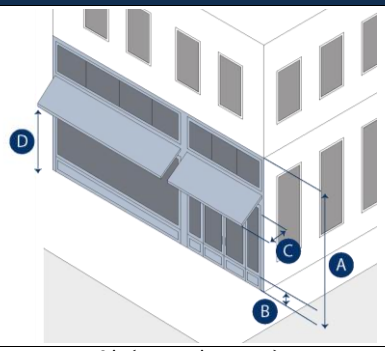
(a) In the shopfront frontage type, the building facade at the ground floor is substantially glazed to provide visibility into interior spaces. Shopfronts may include display cases that project forward and recessed entries.

(b) Shopfront frontages may be used alone as a frontage type or in combination with other frontage types.

2. *Standards*

Development using a shopfront frontage type shall comply with the standards in Table 6.16: Shopfront Frontage Type Standards. In addition, ground-floor movable commercial uses may utilize the public sidewalk for seating, serving, displays of merchandise, and other business-related activities as long as a five-foot minimum clear sidewalk passage is maintained.

Table 6.16: Shopfront Frontage Type Standards

Site features		Sub-districts: T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
									
Finished floor elevation, first floor (max)		●	●	●				●	18 in (except 0 in at entry) (measured from average grade along the facade)
						●	●		As required to comply with flood elevation requirements
Shopfront, design									
Configuration		●	●	●				●	Shall be designed with a bulkhead, display window, and transom (see Figure 6.1: Shopfront Design Illustration)
Height (min)	A	●	●	●				●	16 ft (measured from grade to top of base cornice)
Bulkhead, height (min | max)	B	●	●	●				●	18 in | 30 in
Transom windows, configuration		●	●	●				●	Include dividing muntins and no signage
Signs		●	●	●				●	Individual storefront signs that are mounted onto the façade shall be installed above transom window
Recessed entry		●	●	●		●	●	●	May be recessed up to 8 ft from façade
Shopfront, Transparency, and coverage									
Transparency of shopfront area, min.		●	●	●		●	●	●	Min 50% along each frontage, calculated by the width of the frontage and the area between the sidewalk grade and bottom of the second floor or roof structure
Coverage, min — Primary frontage		●	●	●		●	●	●	80 percent of frontage length
Coverage, min — Secondary frontage		●	●	●		●	●	●	30 percent of frontage length
Awnings and canopies [1]									
Material and type — Awning		●	●	●		●	●	●	Fabric, fixed or movable
Material and type — Canopy		●	●	●		●	●	●	Fixed, metal or wood
Awnings, primary frontage, span — Ground floor		●	●	●		●	●	●	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
Awnings, primary frontage, span — Other floors		●	●	●		●	●	●	Shall cover only a window/door and match width of window/door
Awnings, primary frontage, projection	C	●	●	●		●	●	●	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft
Awnings, secondary frontages		●	●	●		●	●	●	Permitted only over doors, max 6 feet projection
Awnings, setback		●	●	●		●	●	●	Set back at least 2 ft from curb
Clearance	D	●	●	●		●	●	●	Min 8 ft over sidewalk
Frontage									
Surfacing		●	●	●		●	●	●	Frontage may be paved up to 100 percent of area, using unit masonry or concrete

[1] Awnings and canopies are only permitted on shopfront frontages that are not combined with other frontage types.

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Figure 6.1: Shopfront Design Illustration

Cornice: Trim required at the eave or top of parapet. May include one or more habitable floors for buildings over six stories.

Shaft: Determined by the building height.

Base: A minimum of 16 feet in height as measured from the average sidewalk grade at the building frontage. For buildings over six stories, the base should extend to the vertical extent of the second story

Section 7. Building Design and Material Standards

A. General Standards

1. All openings, including but not limited to porches, galleries, doors, and windows, with the exception of shopfronts, shall be square or vertical in proportion.

2. If multiple exterior materials are used on a single building, the materials shall be combined on each facade horizontally, with heavier material below lighter material.

3. A building shall use the following exterior finish materials:

   (a) Wood or cementitious clapboard;

   (b) Shingles;

   (c) Board and batten;

   (d) Stucco;

   (e) Brick;

   (f) Stone; or

   (g) Alternate materials approved in accordance with Section 2.B.1(d), Administrative Deviations.

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B. Orientation

A building façade shall be parallel to the primary front property line, except within 20 feet of corners, with the primary building entrance through the façade.

C. Foundation Standards

1. *Applicability*

(a) The standards of this section apply to development in the T-3, T-4, T-5, T-6, and SD-WH sub-districts, except as provided in subsection (b) below.

(b) The standards of this section do not apply to:

(1) Slab-on-grade construction in the common entry, pedestrian forecourt, vehicular forecourt, gallery, and shopfront frontage types; or

(2) Foundations of new additions to existing buildings, which may match the material and design of the foundation of the existing building.

2. *Foundation Specifications and Materials*

(a) *Raised Foundations*

In the T-3, T-4, T-5, T-6, and SD-WH sub-districts, raised foundations shall be one of the following:

(1) Pier and fill-panel construction;

(2) Chain wall construction with panels inset to resemble pier and infill panel construction; or

(3) Raised slab foundations with piers faced with brick, stone, or stucco

(b) *Lattice Foundations*

If used in the T-3, T-4, T-5, T-6, and SD-WH sub-districts, lattice shall be hung below the skirt board or siding between the piers and framed with trim and shall not be secured to the face of the foundation.

(c) *Solid Infill*

In the T-3, T-4, T-5, T-6, and SD-WH sub-districts, solid infill between the piers shall be recessed.

(d) *Material Standards*

A building foundation shall use the materials listed as permitted in Table 7.1: Foundation Materials, based on the applicable sub-district.

Table 7.1: Foundation Materials

Materials	T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH
Brick	●	●	●	●	●	●	●
Stone	●	●	●	●	●	●	●
Stucco	●	●	●	●	●	●	●
Metal infill					●	●	
Plywood panels					●	●	
Mineral board panels					●	●	
Plastic or vinyl sheeting					●	●	
Unfinished concrete block					●	●	
Wood piers					●	●	
Imitation brick or stone					●	●	
Vinyl lattice					●	●	
● = Permitted							

D. Transparency Standards

1. Except for buildings located in a SD-WH district fronting Beauregard Street between Saint Joseph Street, North Water Street and North Lawrence Street, all building Facades along public frontages shall have a minimum of 20 percent transparency measured on each floor, except as otherwise provided in this Ordinance for specific frontage types.

2. Reflective glass may not be used to meet the standards of this subsection D within the first six stories above ground level.

3. Opaque and spandrel glass may not be used to meet the transparency standards of this subsection D.

4. Tinted glass may be used, provided the visible transmittance rating is no less than the minimum required to meet the standards of the building code. In lieu of tinting, the use of awnings to address solar gain is preferred.

5. Security bars on windows or doors shall not be visible from the street.

E. Roof Standards

A roof shall use the materials listed as permitted in Table 7.2: Roof Materials, based on the applicable sub-district.

Table 7.2: Roof Materials

Materials	T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH
Tile	●	●	●	●	●	●	●
Standing seam metal	●	●	●	●	●	●	●
Metal shingles	●	●	●	●	●	●	●
Five v-crimp	●	●	●	●	●	●	●
Asphalt, fiberglass, cement fiber, wood, or slate shingles	●	●	●	●	●	●	●
Built-up or membrane roofing	[1]	[1]	[1]	[1]	[1]	[1]	[1]
Corrugated fiberglass					●	●	
Asphalt roll roofing					●	●	
Corrugated metal					●	●	
Panel and batten					●	●	
Colored metal					●	●	
All other materials					●	●	

● = Permitted

[1] Build-up or membrane roofing shall only be used on roofs with slopes less than 3:12 rise:run where hidden from view from the public right-of-way.

Section 8. Nonconformities

A. Uses

1. *Continuance of Nonconforming Uses*

(a) Except as provided in this section, a lawfully operating nonconforming use may continue operating, as the use existed on May 13, 2014, or on the date that an amendment to the DDD made the use nonconforming.

(b) The number of dwelling units in a nonconforming dwelling use shall not be increased over the number of dwelling units existing in the nonconforming use on May 13, 2014.

2. *Existing Parking Lots*

The following standards apply to parking lots in existence as of May 13, 2014, which were required comply with the screening and masking standards of the DDD code no later than May 31, 2018.

(a) Parking lots existing as of May 13, 2014 shall comply with the standards in Section 5.B.1(a), Perimeter Masking, except that the parking lots may use existing vegetative buffers that accomplish the intent of Section 5.B.1(a) and are maintained to retain the effectiveness of the masking .

(b) Parking lots existing as of May 13, 2014 along Broad, Beauregard, Water and Canal Streets shall comply with the standards of Section 5.B.1(a), Perimeter Masking following the city's completion of physical improvements along the streets adjacent to the property.

(c) Location of required masking is subject to line-of-sight review and approval by traffic engineering.

(d) A parking lot that fails to conform with the standards of this section shall be deemed an unlawful use and shall be discontinued.

3. *Expansion or Enlargement of Nonconforming Uses*

A nonconforming use may be expanded or enlarged only within the premises on which such nonconforming use was located on May 13, 2014, or on the date that an amendment to the DDD made the use nonconforming. Premises as used in this paragraph shall mean the building in which the use is being carried on and the accessory buildings, appurtenances, driveways, parking and loading spaces, and the curtilage thereof.

4. *Abandonment of Nonconforming Uses*

   A nonconforming use that has been abandoned or discontinued for a period of two years shall not be re-established.

B. Structures

1. *Continuance of Nonconforming Structures*

   Except as provided in this section, any nonconforming structure may be occupied, operated, and maintained in a state of good repair.

2. *Expansion or Enlargement of Nonconforming Structures*

   A nonconforming structure may be expanded or enlarged if the enlargement or expansion conforms to the requirements of the DDD code.

3. *Restoration of Damaged Nonconforming Structures*

   A nonconforming structure damaged in any manner and from any cause whatsoever may be restored, provided the restoration is begun within one year and completed within two years of the date of the damage. The Board of Adjustment may grant an extension of the one-year or two-year period upon application and showing of hardship.

Section 9. Definitions and Rules of Construction

A. Building Height

1. Building height shall be interpreted in accordance with Table 9.1: Building Floor Height, and the following:

   (a) Stories shall be measured from finished floor to finished ceilings.

   (b) Unfinished attics shall not be included in building height measurement.

Table 9.1: Building Floor Height		
Floor and Use	**Floor Height (feet)**	
	Minimum	**Maximum**
Ground floor, residential use	10	18
Ground floor, nonresidential		
SD-WH sub-district	14	25
All other sub-districts	14	35
Above ground floor, all uses	8	14

2. Buildings and parking structures shall not exceed the maximum height in the applicable sub-district and location in Table 9.2: Maximum Building and Parking Structure Height, except that a parking structure that is attached to a building or buildings for at least 50 percent of the total building perimeter and 80 percent of the building perimeter along a street frontage may exceed the listed height provided it does not exceed the eave height of the attached building or buildings.

Deleted: .

Table 9.2: Maximum Building and Parking Structure Height		
Sub-district and frontage	**Maximum building height (stories)**	**Maximum parking structure height (feet)**
T-3		
Civic Center site	3	n/a
All other T-3 lands	2	n/a
T-4	2	n/a
T-5.1	3	34
T-5.2		
Fronting Bienville Sq	8	60
Fronting west side of Clairborne Street on Civic Center site	16	80
All other T-5.2 lands	5 stories	60
T-6	No maximum	80
Municipal	4	60
Open	4	n/a
SD-WH	6	60

B. Definitions

The definitions in this section apply throughout the DDD unless otherwise specified and are listed in alphabetical order.

A-Streets

Those thoroughfares that by virtue of the pre-existing pedestrian supportive qualities, or their future importance to pedestrian connectivity, are held to the highest standards prescribed by this Code. See "B-streets."

Accessory dwelling unit

A secondary, independent living facility located in, or on the same lot as, a single-family residence. This includes a building or part of a building that provides complete independent living facilities, including a kitchen, living room, bathroom, and bedroom, and that is attached to the principal dwelling or a detached building on the same lot.

Alley

A right-of-way located between rear or side property lines, which provides access to adjacent properties.

Automotive

A building use category pertaining to the sale, servicing or parking of trucks and automobiles.

Arcade

A series of piers topped by arches that support a permanent roof over a sidewalk.

Architectural Review Board or ARB

The architectural review board established by Chapter 44 of the City Code.

Attic

The interior part of a building contained within a pitched roof structure.

Awning

A fixed or movable, lightweight, rigid skeleton structure over which a covering is attached that provides weather protection and is wholly supported by the building to which it is attached.

B-Streets

Those thoroughfares that by virtue of their use, location, or absence of pre-existing pedestrian supportive qualities, may meet a standard lower than that of A-streets. See “A-streets.”

Balconies

An open habitable portion of an upper floor that extends beyond or is recessed within a building's exterior wall that is not supported from below by vertical columns or piers but is instead supported by either a cantilever or brackets.

Banner

Any sign of lightweight fabric or similar material that is securely mounted to a building.

Bar

A retail, theater, or entertainment establishment with an occupancy load of more than 100 persons that serves alcohol.

Blade sign

A sign made from rigid material mounted perpendicular to a building wall with one side attached or supported by a device extending from a building wall.

Brewpub

An establishment licensed as and meeting the qualifications of a brewpub under the state alcoholic beverage control laws, including title 28, Chapter 4A of the Code of Ala. 1975, as amended.

Building height

The vertical distance from grade to the highest finished roof surface in the case of flat roofs, or to a point at the average height of roofs having a pitch of more than one foot in four and one-half (4½) feet. In the Spring Hill Overlay (UDC Article 13) and DDD, the vertical extent of a building measured in stories, from finished grade.

Building placement

The placement of a building on its property.

Building sign

A sign displayed upon or attached to any part of the exterior of a building, including, but not limited to, walls, doors, parapets, awnings, and mansards.

Bulkhead

The portion of a building's façade that is closest to the ground.

By right

Characterizing a proposal or component of a proposal that complies with this Code and is permitted and processed administratively, without public hearing.

Cafe

A restaurant, bar, theater, or entertainment venue with less than one-hundred-person occupancy load.

Canopy

A rigid structure over which a covering is attached that provides weather protection and is supported by the building to which it is attached, and which may or may not be attached to the ground at the outer end by at least one column or post.

Chapter

A reference to the Code of the City of Mobile, Alabama, 1991.

Civic parking reserve

A parking structure or parking lot with no less than 20 percent of total parking spaces available to the general public for parking. Parking may be free of charge, or a fee may be charged for parking.

Civic support

Private and non-profit functions that provide essential supports to the municipality.

Colonnade

A roofed structure, extending over the sidewalk and open to the street except for supporting columns or piers.

Complete demolition

The razing of one or more structure(s).

Commercial

The term collectively defining workplace, office, retail and restaurant uses.

Configuration

The form of a building, based on its massing, private frontage, and height.

Corner property

A property abutting two or more thoroughfares at their intersection, or two parts of the same thoroughfare forming an interior angle of less than 135 degrees.

Diagonal corner sign

A sign attached to the corner of a building that is attached at a 45-degree angle.

Director

The director of the planning department, or their designee.

Driveway

A vehicular lane within a property, often leading to a garage.

Education

The function generally associated with school buildings. Educational uses include business colleges, technical schools, vocational or trade schools, colleges, universities; elementary, middle, and high schools; and kindergarten and children's daycare.

Encroach

To break the plane of a vertical or horizontal regulatory limit with a structural element, so that it extends into a setback, into the public frontage, or above a height limit.

Encroachment

Any structural element that encroaches.

Facade

The exterior wall of a building that is set along a frontage line.

Fence

A barrier, independent of a building, made of wood picket, wood slat, wood lattice, iron or steel or aluminum that appears to be iron. In the DDD, a fence may be of chain-link only in limited conditions along side and rear yards and never in frontages. See "wall." A streetscreen is not considered to be a fence for purposes of the DDD.

Forecourt

A private frontage wherein a portion of the facade is close to the frontage line and remaining facade is set back from the frontage line.

Freestanding sign

Any sign supported by structures or posts that are placed on, or anchored in, the ground and that are independent from any building or other structure. This includes any monument sign or pole sign.

Front setback

The distance from the frontage line to the point where a building must be constructed. The area between the minimum front setback and the frontage line shall be maintained clear of permanent structures with the

exception of permitted encroachments. In some sub-districts, there is no minimum front setback.

Frontage

The area of a property that faces a street or other public space and an assembly of components within that area. Frontage components include:

1. The building facade;
2. Structures that project from the facade such as porches, terraces, stoops, awnings, canopies, and bay windows;
3. Any front yard landscape elements between the building facade and the public street or space.

Frontage buildout

The percentage of the property width that is occupied by the building facade within the front setback.

Frontage line

A property line bordering a public frontage or thoroughfare.

Gallery

A platform attached to the building, typically extending over a sidewalk, which is supported from the ground by light-weight columns or other form of structural support. A gallery may be multiple floors and may have a roof.

Hedge

A foliated boundary formed by bushes, shrubs or climbing vines spaced less than three feet apart.

Historic District

A geographically defined area designated by the city council in Chapter 44 of the City Code.

Historic District guidelines

The general design standards applicable in considering the granting and denial of certificates of appropriateness adopted by the Architectural Review Board pursuant to Chapter 44 of the City Code.

Home office

Non-retail commercial enterprises permitted under the office category, incidental to the primary residential building use.

Individual storefront sign

A sign placed above a storefront that is typically used to identify the entrance of the tenant occupying a space.

Industrial

The use associated with a business or activity involving manufacturing, fabrication, assembly, distribution, disposal, warehousing or bulk storage, trucking and equipment facilities and other business serving primarily industrial needs.

Internal neon

A window sign that uses neon, argon, or a similar gas to fill tubing, made of glass or similar material, that is charged with electricity and used to create an illuminated tubular sign or illuminated elements of a sign that includes, at a minimum lettering and/or images. The tubing may contain an alternative illumination technology, including but not limited to light-emitting diodes (LEDs). Any non-gaseous illumination

technology, such as LEDs, must produce illumination that appears to be a continuous, uninterrupted line, similar to illumination produced by gaseous illumination technology.

Liner building

A thin building along the frontage of a parking deck or parking lot that masks the parking behind it.

Loading dock

An area in which goods and products are moved on and off a vehicle, including the stall or berth, apron, and maneuvering room.

Lodging

A building use available for daily or weekly renting of bedrooms or the entire space. Lodging uses include hotels, rooming houses, inns, bed and breakfast inns and short-term rentals.

Manufacturing

The use associated with a business or activity involving the creation, assemblage, or repair of artifacts, using table-mounted electrical machinery or artisanal equipment, and including their retail sale.

Marquee Sign

A sign that is attached to a marquee and which generally contains changeable copy.

Mixed use

Multiple functions within the same building through superimposition or adjacency, or in multiple buildings by adjacency.

Mobile Historic Development Commission or MHDC

The city historic development commission established by Chapter 44 of the City Code.

Mobile Tree Act

The common name of the local law enacted by the Alabama State Legislature (Act. No. 929, Acts of Alabama, 1961 Regular Session), as amended, for the purpose of protecting the trees on both public and private property within the incorporated areas of the city.

Mobile Tree Commission

The agency designated by the Alabama State Legislature to enforce the Mobile Tree Act.

Monument sign

A ground mounted sign where the base is at least two-thirds (⅔) of the sign width.

Mural

See “Painted Wall Sign.”

Net property area

The area of a property within the property lines, excluding any portions of street rights-of-way or other required dedications.

Office

The use associated with a business or activity involving the transaction of general business but excluding retail and manufacturing uses.

Outbuilding

Any detached building that is smaller than and separate from the main building of the lot.

Painted wall sign

A sign or mural painted or otherwise applied directly or indirectly on an exterior wall or to a panel attached to an exterior wall.

Parking lot

An area, other than a public street or alley, devoted to unenclosed parking spaces for motorized vehicles.

Parking lot sign

A sign to identify the entrance of a parking lot. Maximum height, including mount, is 10 feet.

Parking structure

A building containing one or more stories of vehicular parking above or below grade.

Porch

A roofed structure, typically attached at the ground floor of a building, typically open at the sides.

Porte-cochere

A roofed structure extending from the entrance of a building over an adjacent driveway and sheltering those getting in or out of vehicles.

Principal building

The main building on a property, usually located toward the frontage.

Principal entrance

The main point of access for pedestrians into a building.

Primary frontage

The frontage of a site that establishes the orientation of the primary facade, and the primary pedestrian access.

Private frontage

The privately held layer between the frontage line and the required setback.

Property

A legal lot of record or parcel of land accommodating a building or buildings under single ownership.

Property coverage

The percentage of a property that is covered by buildings and other roofed structures.

Property line

The boundary that legally and geometrically demarcates a property.

Property width

The length of the principal frontage line of a property.

Public frontage

The area between the pavement of a thoroughfare and frontage lines.

Rear setback

The distance from the rear property line to the point where a building may be constructed. This area shall be maintained clear of permanent structures.

Reflective glass

Window glass having a thin, translucent metallic or metallic oxide coating bonded to the exterior or interior surface to reflect a portion of the light and radiant heat that strikes it. The coating gives the exterior face of the glass a mirror-like appearance.

Regulating plan

Maps or set of maps that show the zoning sub-districts and street hierarchy(s) associated with form-based districts such as the DDD.

Required parking

The number of parking spaces needed to accommodate a building or buildings on a single property according to the intensity of its function.

Residential

Characterizing premises available for long-term human dwelling. Includes accessory dwelling units, multiple-family dwellings, single-family dwellings, live-work units, and supportive housing.

Retail

Premises available for the sale of merchandise, food service, entertainment, performance, and/or theater, and personal services such as hair salon, barber, seamstress or personal trainer, etc.

Restaurant

A retail establishment with greater than 100-person occupancy load that serves food.

Secondary frontage

A frontage that is not the principal frontage.

Setback

The distance from the property line to the nearest part of the applicable building, structure, or sign, measured perpendicularly to the property line.

Service area

The portion of a property or building dedicated to service in the form of shipping and receiving, trash and recycling collection and storage, housing of mechanical equipment and outdoor storage areas.

Shopfront

A private frontage for retail and office uses with substantial glazing wherein the facade is aligned close to the frontage line with the building entrance at sidewalk grade.

Sidewalk

The paved portion of the right-of-way and/or frontage dedicated exclusively to pedestrian activity.

Special district (SD)

An area that, by its intrinsic function, placement, or configuration, cannot or should not conform to one or more of the normative transect sub-districts specified by this Appendix.

Stoop

A small, raised platform, with stairs or ramp, located at the entrance to a building, which may be covered by an awning, canopy, or marquee.

Story

A habitable level within a building excluding a basement.

Streetscreen

A freestanding wall or fence/planting combination built or located along the front property line, or on the same plane with a facade for the purpose of masking views and providing a street wall. A streetscreen is not considered a fence for purposes of the DDD.

Substantial improvements

Development on a site with existing buildings that involves the removal and reconstruction of the façade on the primary frontage, the relocation of an existing building, or any repair, reconstruction, or improvement to a structure, the cost of which equals or exceeds 50 percent of the market value of the structure either before the improvements began, or before the structure had been damaged and is being restored (before the damage occurred).

Terrace

A paved or landscaped front yard elevated above the grade of the sidewalk.

Thoroughfare

A way for use by vehicular and pedestrian traffic and to provide access to properties and open spaces, consisting of vehicular lanes and the public frontage.

Tinted glass

Window glass that has a chemical admixture to absorb a portion of the radiant heat and visible light that strikes it to filter out infrared solar energy, thereby reducing the solar heat gain.

Transect sub-district

A zoning sub-district used within the DDD standards to regulate the character of the built environment.

Utility, intermediate

Facilities related to the local transport or storage of treated, untreated or wastewater, including water or sewage pumping stations, potable water storage facilities, regional stormwater storage facilities, and combined stormwater/ sewage storage facilities gas regulator station as well as neighborhood scale electric substations.

Utility, major

A building or other structure for production or generation of utilities for consumption by the general public including any utility scale electric power generating station (including any stations that use fossil fuel, fuel cell, wind, solar, geothermal, hydroelectric or tidal technologies), electric transmission line right-of-way for transmission lines with a capacity of 230 kilovolts (kv) or more, sewage treatment plant or potable water treatment facility.

Utility, minor

All lines and facilities related to the provision, distribution, collection, transmission, or disposal of water, storm water, communications, electricity, transportation, gas, steam, and similar public services at a neighborhood or residential scale and may include storage for vehicles and equipment necessary to provide those services. This includes electric transmission or distribution lines with a capacity of 115 kilovolts (kv) or below, and residential scale electric power generation (including any generators that use fossil fuel, fuel cell, wind, solar, geothermal,

hydroelectric, or tidal technologies), telephone exchanges, switch boxes, transformer boxes, and cap banks.

Wall

A barrier, independent of a building, made of masonry materials. See "fence."

Wall plaque

A sign or nameplate that is fastened directly to a building.

Wayfinding sign

A sign that is intended to direct pedestrian or vehicular traffic to specific areas or amenities. Wayfinding signs are not internally lighted and are generally of a cohesive design for specific areas or types. Wayfinding signs are not advertisements for individual businesses.

Attachment

E

Mobile Planning Commission Results Agenda
April 16, 2026 – 2:00 P.M.

ADMINISTRATIVE

Roll Call

x	Mr. John W. "Jay" Stubbs, Jr., Chairman	x	Mr. Matt Anderson (MD)
x	Mr. Kirk Mattei, Vice Chairman	x	Mr. Nick Amberger (AO)
x	Ms. Jennifer Denson, Secretary	x	Mr. Josh Woods (CC)
x	Mr. Harry Brislin, IV		Mr. Kenny Nichols (S)
x	Mr. Larry Dorsey	x	Ms. Ellie Edwards (S)
	Mr. Chad Anderson		
(S) Supernumerary	(MD) Mayor's Designee	(AO) Administrative Official	(CC) City Council Representative

Staff: Butch Ladner, George Davis, Victoria Burch, Doug Anderson, Stephen Guthrie, Logan Anderson, Bert Hoffman, Shayla Beaco

Adoption of the Agenda: Motion to adopt by Jay Stubbs. Second by Matt Anderson. Adopted.

NEW ITEMS

1. SUB-003653-2026

Location: 4103 Moffett Road
Subdivision Name: Brown Square Subdivision
Applicant / Agent: Robert Brown, R & G Brown Properties, Inc. (Joseph N. Asarisi, Asarisi & Associates, LLC, Agent)
Council District: District 1
Proposal: Subdivision of 1 lot; 1.1± acres

Motion to approve by Matt Anderson. Second by Harry Brislin. Approved.

Motion to amend the approval to waive Section 6.B.9. of the Subdivision Regulations by Matt Anderson. Second by Jay Stubbs. Approved.

After discussion the Planning Commission waived Section 6.B.9. of the Subdivision Regulations (for substandard right-of-way) and Tentatively Approved the request, subject to the following conditions:

1. Retention of the lot's size in both square feet and acres, or the provision of a table on the Final Plat providing the same information;
2. Revision of the plat to illustrate a 25-foot front yard setback along Moffett Road, in compliance with Article 2, Section 64-2-14.E. of the Unified Development Code and Section 6.C.8. of the Subdivision Regulations.
3. Provision of a note on the Final Plat stating the site shall comply with the residential protection buffer requirements of Article 3, Section 64-3-8.A. of the Unified Development Code;
4. Compliance with all Engineering comments noted in the staff report;
5. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
6. Compliance with all Urban Forestry comments noted in the staff report; and,
7. Compliance with all Fire Department comments noted in the staff report.

2. SUB-003661-2026

Location:	4250 Dauphin Island Parkway
Subdivision Name:	Perch Creek Subdivision
Applicant / Agent:	McCrory & Williams, Inc., Agent
Council District:	District 2
Proposal:	Subdivision of 1 lot; 4.75± acres

Motion to approve by Matt Anderson. Second by Jennifer Denson. Approved.

After discussion the Planning Commission waived Section 6.C.7. of the Subdivision Regulations (for excess street frontage) and Tentatively Approved the request, subject to the following conditions:

1. Revision of the plat to illustrate right-of-way dedication sufficient to provide 50 feet from the centerline of Dauphin Island Parkway;
2. Revision of the plat to illustrate right-of-way dedication sufficient to provide 30 feet from the centerline of Winston Road;
3. Revision of the plat to illustrate right-of-way dedication sufficient to provide 25 feet from the centerline of Winston Lane;
4. Dedication of the corner radius at the intersection of Dauphin Island Parkway and Winston Road in compliance with Section 6.C.6. of the Subdivision Regulations;
5. Retention of the 25-foot corner radius at the intersection of Winston Road and Winston Lane;
6. Retention of the lot's size in both square feet and acres, or the provision of a table on the Final Plat providing the same information, adjusted for any required dedication;
7. Retention of the 25-foot front yard setback along Dauphin Island Parkway, adjusted for any required dedication;
8. Revision of the plat to illustrate a 25-foot front yard setback along Winston Road and Winston Lane, in compliance with Article 2, Section 64-2-10.E. of the Unified

Development Code and Section 6.C.8. of the Subdivision Regulations, adjusted for any required dedication.

9. Placement of a note on the Final Plat stating that no structure may be constructed or placed within any easement without the permit permission of the easement holder;
10. Placement of a note on the Final Plat stating that the future development of the site is subject to the Peninsula Overlay provisions of Article 12 of the Unified Development Code;
11. Compliance with all Engineering comments noted in the staff report;
12. Compliance with all Traffic Engineering comments noted in the staff report;
13. Compliance with all Urban Forestry comments noted in the staff report; and,
14. Compliance with all Fire Department comments noted in the staff report.

3. SUB-003662-2026

Location: 2590 Dauphin Island Parkway
Subdivision Name: DIP-Triangle Subdivision
Applicant / Agent: McCrory & Williams, Inc., Agent
Council District: District 2
Proposal: Subdivision of 1 lot; 1.85± acres

Motion to approve by Matt Anderson. Second by Harry Brislin. Approved.

After discussion the Planning Commission Tentatively Approved the request subject to the following conditions:

1. Illustration of the 100-foot right-of-way width along Dauphin Island Parkway or dedication sufficient to provide 50 feet from the centerline of Dauphin Island Parkway;
2. Retention of the lot's size in both square feet and acres, or provision of a table on the Final Plat with the same information, adjusted for any required dedication;
3. Retention of the 25-foot minimum building setback line along Dauphin Island Parkway, adjusted for any required dedication;
4. Placement of a note on the Final Plat stating the site is within the Peninsula Overlay and development or redevelopment of the site is subject to the applicable provisions of Article 12 of the Unified Development Code;
5. Compliance with all Engineering comments noted in the staff report;
6. Compliance with all Traffic Engineering comments noted in the staff report;
7. Compliance with all Urban Forestry comments noted in the staff report; and,
8. Compliance with all Fire Department comments noted in the staff report.

4. SUB-003674-2026

Location: 4047 Dawson Drive
Subdivision Name: Shreves Estates Subdivision
Applicant / Agent: Jason Shreves
Council District: District 4
Proposal: Subdivision of 1 lot; 0.34± acres

Motion to approve by Matt Anderson. Second by Harry Brislin. Approved.

After discussion the Planning Commission waived Section 6.B.9. of the Subdivision Regulations (for substandard right-of-way) and Tentatively Approved the request, subject to the following conditions:

1. Retention of the 50-foot right-of-way width along Dawson Drive, as depicted on the preliminary plat;
2. Provision of the lot's size in both square feet and acres as a label on the Final Plat, or provision of a table on the Final Plat providing the same information;
3. Retention of the 25-foot front yard setback along Dawson Drive, in compliance with Section 64-2-5.E. of the Unified Development Code and Section 6.C.8. of the Subdivision Regulations;
4. Removal of all side and any rear yard setbacks from the Final Plat;
5. Provision of a note on the Final Plat stating no structure shall be constructed in any easement without permission from the easement holder;
6. Compliance with all Engineering comments noted in the staff report;
7. Compliance with all Traffic Engineering comments noted in the staff report;
8. Compliance with all Urban Forestry comments noted in the staff report; and,
9. Compliance with all Fire Department comments noted in the staff report.

5. SUB-003660-2026

Location:	7380 Zeigler Circle South & 620 Zeigler Circle West
Subdivision Name:	Resubdivision of Lots 44 & 46, Revised Zeigler Airport Commercial Park Subdivision
Applicant / Agent:	Kari Givens, Byrd Surveying, Inc.
Council District:	District 7
Proposal:	Subdivision of 2 lots; 2.09± acres

Motion to approve by Matt Anderson. Second by Nick Amberger. Approved.

After discussion the Planning Commission waived Section 6.C.9. of the Subdivision Regulations (for lot design) and Tentatively Approved the request, subject to the following conditions:

1. Retention of the 50-foot-wide rights-of-way along Zeigler Circle South and Zeigler Circle West on the Final Plat;
2. Retention of the lot size labels in both square feet and acres, or the provision of a table on the Final Plat providing the same information;
3. Retention of the 25-foot front yard setback along all street frontages, in compliance with Article 2, Section 64-2-16.E. of the UDC and Section 6.C.8. of the Subdivision Regulations;
4. Retention of a note on the Final Plat stating no structures shall be constructed within any easement without permission from the easement holder;
5. Compliance with all Engineering comments noted in the staff report;

6. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
7. Compliance with all Urban Forestry comments noted in the staff report; and,
8. Compliance with all Fire Department comments noted in the staff report.

6. SUB-003675-2026

Location: 3000 Bryant Road
Subdivision Name: Resubdivision of the Resubdivision of Revised Bucci Subdivision
Applicant / Agent: Johana A. Bucci (Keri Coumanis, Helmsing Leach, P.C., Agent)
Council District: District 3
Proposal: Subdivision of 2 lots; 2.48± acres

Kirk Mattei recused.

Motion to holdover by Jay Stubbs. Second by Jennifer Denson. Heldover until the June 18, 2026, meeting.

After discussion the Planning Commission heldover the request until the June 18th meeting to allow the applicant time to make one of the following revisions, with associated application and notification fees submitted by May 18th, as necessary:

1. Either revise the plat to depict three (3) lots;
2. Submit a Use Variance application to allow multiple dwellings on a single building lot; or
3. Obtain a Demolition Permit for one of the dwellings on the proposed Lot 2.

7. SUB-003667-2026

Location: 258 North Hamilton Street
Subdivision Name: Resubdivision of Hampton Park at Downtown North Subdivision
Applicant / Agent: Kari Givens, Byrd Surveying, Inc.
Council District: District 2
Proposal: Subdivision of 3 lots; 0.26± acres

Motion to approve by Harry Brislin. Second by Matt Anderson. Approved.

After discussion the Planning Commission Tentatively Approved the request subject to the following conditions:

1. Retention of the 50-foot-wide right-of-way along North Hamilton Street, as depicted on the preliminary plat;
2. Retention of the 50-foot-wide right-of-way along North Franklin Street, as depicted on the preliminary plat;
3. Retention of the lot sizes in both square feet and acres, in compliance with Section 5.A.2.(3)(3) of the Subdivision Regulations;

4. Revision of the Final Plat to illustrate the maximum allowable building setback of twelve feet (12') along both street frontages;
5. Provision of a note on the Final Plat stating that Lot 2-A is limited to one (1) curb cut access to North Franklin Street;
6. Provision of a note on the Final Plat stating that Lots 1-A and 1-B are not allowed a curb cut;
7. Compliance with all Engineering comments noted in the staff report;
8. Compliance with all Traffic Engineering comments noted in the staff report;
9. Compliance with all Urban Forestry comments noted in the staff report; and,
10. Compliance with all Fire Department comments noted in the staff report.

8. SUB-003672-2026

Location: 1111 Government Street
Subdivision Name: Oakleigh Row Subdivision
Applicant / Agent: Stephen Howle, SPH Holdings, LLC
Council District: District 2
Proposal: Subdivision of 4 lots; 1.05± acres

Motion to approve by Jennifer Denson. Second by Matt Anderson. Approved.

After discussion the Planning Commission waived Section 6.C.2.(b)(4) of the Subdivision Regulations (for substandard lot width) and Tentatively Approved the request, subject to the following conditions:

1. Retention of the 100-foot-wide right-of-way along Government Street on the Final Plat;
2. Retention of the 50-foot-wide right-of-way along Church Street on the Final Plat;
3. Retention of the lot numbers on the Final Plat;
4. Revision of the plat to add a note stating that the site shall comply with the provisions of the Historic District Overlay (HDO) in Article 14 of the Unified Development Code, including the front yard dimensional standards for lots in the HDO;
5. Retention of the lot size labels in both square feet and acres on the Final Plat, or the furnishing of a table on the Final Plat providing the same information;
6. Placement of a note on the Final Plat stating that approvals from the Historic Development Department/Architectural Review Board are required prior to the issuance of any development permits;
7. Compliance with all Engineering comments noted in the staff report;
8. Compliance with all Traffic Engineering comments noted in the staff report;
9. Compliance with all Urban Forestry comments noted in the staff report; and
10. Compliance with all Fire Department comments noted in the staff report.

9. SUB-003658-2026

Location: 1617 Brill Road
Subdivision Name: Nigzhel Christopher Landing Subdivision
Applicant / Agent: Kari Givens, Byrd Surveying, Inc.

Council District: District 3
Proposal: Subdivision of 5 lots; 1.45± acres

Motion to approve by Matt Anderson. Second by Larry Dorsey. Approved.

After discussion the Planning Commission waived Section 6.C.9.(a) of the Subdivision Regulations (for lot design) and Tentatively Approved the request, subject to the following conditions:

1. Retention of the 50-foot right-of-way width along Brill Road;
2. Retention of the lot sizes in both square feet and acres, or provision of a table on the Final Plat with the same information;
3. Retention of the 25-foot minimum building setback line along Brill Road where each lot is at least 60 feet wide;
4. Placement of a note on the Final Plat stating the site is within the Peninsula Overlay and development or redevelopment of the site is subject to the applicable provisions of Article 12 of the Unified Development Code;
5. Compliance with all Engineering comments noted in the staff report;
6. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
7. Compliance with all Urban Forestry comments noted in the staff report; and,
8. Compliance with all Fire Department comments noted in the staff report.

10.SUB-003673-2026

Location: 4038 Leighton Place Drive
Subdivision Name: Leighton Village Subdivision, Phase III
Applicant / Agent: 195, LLC
Council District: District 4
Proposal: Subdivision of 15 lots; 4.23± acres

Motion to approve by Matt Anderson. Second by Nick Amberger. Approved.

After discussion the Planning Commission Tentatively Approved the request subject to the following conditions:

1. Retention of the 60-foot radius (120-foot diameter) cul-de-sac on the Final Plat;
2. Retention of the proposed street extension name and 50-foot right-of-way width label, and labeling as a public right-of-way on the Final Plat;
3. Retention of lot size labels in both square feet and acres on the Final Plat, or the furnishing of a table on the Final Plat providing the same information;
4. Retention of the setback data and site coverage data in the Site Data table on the Final Plat (20-foot front yard, 7-foot side yards, 10-foot rear yards, and 50% site coverage);

5. Retention of Note #10 on the Final Plat stating that the maintenance of the Common Areas/Detention Areas is the responsibility of the property owners and not the City of Mobile;
6. Retention of Note #12 on the Final Plat stating that no structure may be constructed or placed in any easement without the permission of the easement holder;
7. Compliance with all Engineering comments noted in the staff report;
8. Compliance with all Traffic Engineering comments noted in the staff report;
9. Compliance with all Urban Forestry comments noted in the staff report; and,
10. Compliance with all Fire Department comments noted in the staff report.

11.ZON-UDC-003666-2026

Location:	East Side of Tacon Street, 267±' North of Cameron Street
Applicant / Agent:	Christopher J. Hughes
Council District:	District 1
Proposal:	Rezoning from Single-Family Residential Urban District (R-1) to Community Business Urban District (B-3)

Motion to approve by Matt Anderson. Second by Nick Amberger. Approved.

After discussion the Planning Commission determined the following criteria prevail to support Rezoning of the property to **B-3, Community Business Urban District**:

A) Consistency. 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. 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. The proposed amendment promotes the community's public health, safety, and general welfare.
E) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,
F) Change. Changed or changing conditions in a particular area make an amendment necessary and desirable.
G) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval of Rezoning the property to **B-3, Community Business Urban District**, to the City Council, subject to the following condition:

1. Full compliance with all municipal codes and ordinances.

12.SUB-003671-2026 & MOD-003668-2026

Location:	4630, 4700, and 4960 Dauphin Island Parkway
Subdivision Name:	Perch Creek - Dockside Marina Subdivision
Applicant / Agent:	Don Coleman, Coleman Marine, LLC and Audubon Properties, LLC (Byrd Surveying, Inc., Agent)
Council District:	District 3
Proposal:	Subdivision of 2 lots, 19.8± acres; and request to terminate a previously approved Planned Unit Development allowing multiple buildings on a single building site.

Subdivision: Motion to holdover by Jay Stubbs. Second by Matt Anderson. Heldover until the May 21, 2026, meeting.

After discussion the Planning Commission heldover the request to the May 21st meeting to allow the applicant time to submit a concurrent rezoning application to remove the condition limiting development of the site to an approved Planned Unit Development.

PUD Termination: At the applicant's request the application was withdrawn from consideration.

OTHER BUSINESS

Public Hearing to consider additional amendments to Appendix A, Downtown Development District, of the Unified Development Code, Chapter 64 of the Mobile City Code, 2022.

Motion to approve by Matt Anderson. Second by Nick Amberger. Approved.

Review of Minutes from the following Planning Commission meetings:

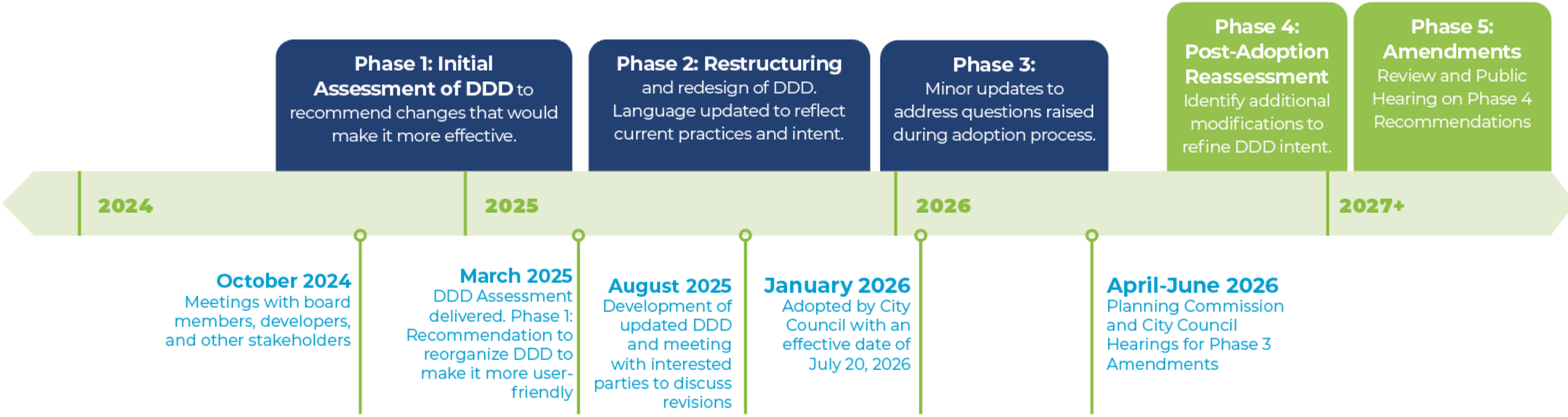
- September 18, 2025
- October 16, 2025

Motion to approve by Jay Stubbs. Second by Matt Anderson. Approved.

DDD update

April 16, 2026

PROJECT OVERVIEW



UPDATES SINCE JANUARY 2026

Throughout

- Corrected missing cross-references and typographical errors

Section 2 — Administrative Procedures

- Reintroduced a procedure for administrative deviations, clarifying the Director's existing authority to approve minor deviations during plan review

Section 3 — Zoning Sub-Districts

- Clarified that land in the SD: Special District must be rezoned before development may commence
- Added cross-references to parking structure height exceptions in T-6, T-5.2, and T-5.1 standards tables

UPDATES SINCE JANUARY 2026

Section 5 — Development Standards

- Added omitted regulations regarding the placement of surface parking lots in relation to the primary façade
- Clarified curb-cut and vehicular access requirements for primary and secondary frontages
- Clarified that parking lot screening requirements differ by A-street and B-street frontage for parking structures
- Added omitted regulations for rooftop equipment visibility and parking structure height exceptions
- Updated Figure 5.1 for consistency with sign regulations

UPDATES SINCE JANUARY 2026

Section 6 — Frontage Standards

- Added omitted walkway standards for the Lawn Frontage type
- Clarified that stoops are permitted at secondary entrances under the Stoop Frontage type
- Clarified that Gallery Frontage may incorporate all elements of the Shopfront Frontage
- Added omitted paving allowances for Common Entry and Gallery Frontage in applicable sub-districts
- Added omitted Shopfront Frontage standards applicable in T-5
- Added omitted transparency exceptions for certain SD-WH frontages
- Clarified additional walkway width allowance for additions to existing buildings in T-5 with a stoop or common entry frontage

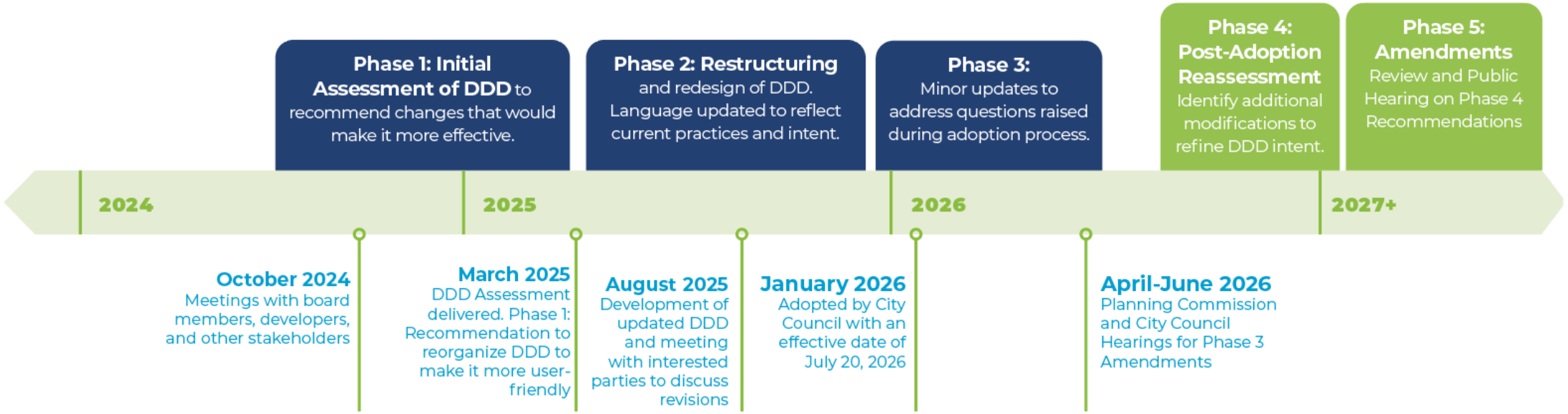
UPDATES SINCE JANUARY 2026

Section 9 — Definitions

- Clarified that a streetscreen is not considered a fence for purposes of the DDD

NEXT STEPS

1. **Adoption of Phase 3:** Rollout of new application material
2. **Assessment Phase 4:** Consider updates to standards or policies
3. **Update Phase 5:** Process and details to be determined



Questions

Attachment

F

Appendix A Unified Development Code

Contents

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Appendix A Downtown Development District

Section 1. General Provisions

A. Purpose

The purpose of this section is to establish the regulations for the Downtown Development District (DDD) that is identified on the city's zoning map. In particular, the purpose of this section, which may be referred to as the "DDD code," is to:

1. Implement the purposes and objectives of the city's comprehensive plan, including the New Plan for Mobile;
2. Guide the siting, form, and use of private property and buildings to support walkability, safe streets, and safe public spaces;
3. Guide building siting and form to vary by context and intensity in coordination with community identity and preferences; and
4. Build on the work of the city's historic development commission in protecting and enhancing the historic and cultural heritage of the city's historic downtown.

B. Authority

The DDD code is adopted by the City Council under authority of Alabama Code §§ 11-52-70—11-52-84. The original version of the DDD code was adopted by the City Council on May 13, 2014.

C. Applicability

1. The provisions of this Appendix A shall constitute the complete zoning code for the DDD. Where the DDD code is in conflict with engineering ordinances, with the exception of the stormwater management and flood control ordinance, the

DDD code shall govern. Where the DDD code is silent on engineering issues, engineering ordinances shall govern. Where the DDD code is in conflict with lot sizes allowed by the Subdivision Regulations, the DDD code shall govern.

2. The DDD code applies to all properties located within the DDD as depicted on the zoning map.

D. Relationship to UDC

1. The noise regulations in Section 39-96 of the City Code shall apply throughout the DDD. The noise restriction regulations in Section 39-96.1 of the City Code shall apply to all sub-districts where residential uses are allowed by right.

2. Terms used throughout the DDD code shall be interpreted in accordance with the definitions in Section 9.B, Definitions, and definitions in the UDC. The definitions in Section 9.B shall take precedence over other definitions in the UDC. Other terms shall be interpreted using their common meaning.

Section 2. Administrative Procedures

A. Administration

The director is responsible for the administration of the plan review process established in this section. The director shall consult with other city staff and agencies as needed to ensure thorough review of plans, and may delegate any of the responsibilities assigned to the director to other professional staff in the planning and zoning department.

B. Specific Application Procedures

This section sets forth the standards applicable to the development and substantial improvement of structures and other elements of the built environment within private properties.

1. *Plan Review*

(a) *Predevelopment Meeting*

Prior to the submission of an application, an applicant shall contact planning and zoning to schedule a predevelopment meeting. The Director shall determine if a predevelopment meeting is necessary in light of the scope of the proposed development and its context. The applicant, the applicant's design professionals, the associated city departments, and the director shall attend the predevelopment meeting.

(b) *Application Submission*

(1) A completed application shall include two types of documents that are submitted together: site plan and building design documents (note that the building design documents required for review in accordance with the DDD code do not include construction documents required for building permit review).

(2) Building design documents and site plans shall be sealed by a licensed design professional, except that a site plan for a single-family, detached dwelling less than three stories in height is not required to be sealed.

(3) Site plans shall demonstrate compliance with the following sections of the DDD code:

a. Section 4, Use Regulations;

b. Section 3, Zoning Sub-Districts;

c. Section 5, Development Standards;

d. Section 6, Frontage Standards; and

e. Section 8, Nonconformities.

(4) Building design documents shall demonstrate compliance with the following sections of the DDD code:

a. Standards relating to maximum permitted height in Section 3.B, Transect Sub-Districts and Section 9.A, Building Height;

b. Section 5.D, Signs; and

c. Section 7, Building Design and Material Standards.

(c) *Administrative Review*

(1) The director shall review the application, receive recommendations from other relevant staff such as the city engineer or historic development staff, as applicable, and based on the review and recommendations determine whether the application complies with the standards in the DDD code, including any administrative deviations approved in accordance with subsection (d) below.

(2) If the director determines that the application complies with the terms of the DDD code, the director shall notify the applicant, and the applicant may seek additional approvals, such as from the Architectural Review Board (ARB), and seek permitting of the project with the city, as appropriate.

(3) If the director determines that the application does not comply with the standards in the DDD code, the director shall advise the applicant of the aspects of the application that do not comply with standards in the DDD code. The applicant may resubmit plans with revisions or may apply to the Board of Adjustment for a variance with respect to the standards in the DDD code to which the applications does not comply, in accordance with Section 2.B.6, Variance.

(d) *Administrative Deviations*

(1) During the administrative review process, the director may approve applications that contain the following minor deviations from the standards in the DDD code, provided the director determinates the deviations are consistent with the purpose of the DDD in Section 1.A, Purpose, and will not cause a significant negative impact on nearby properties and uses:

a. An increase or decrease of no more than 15 percent in the numerical standards that apply to awnings, balconies, canopies, galleries, stoops, terraces, and signs;

b. A decrease of no more than five percentage points in minimum transparency requirements;

c. Use alternative building materials not listed in Section 7, Building Design and Material Standards, provided the applicant has provided documentation the alternative building materials are considered equivalent or better than the approved building materials in terms of durability (the use of regionally-available materials is preferred); or

d. Request the use of understory trees in lieu of overstory trees for parking lot interior plantings in accordance with Section 5.B.1, Parking Lot Landscaping, to accommodate below-ground or above-ground utilities or dimensional site constraints.

(2) Notwithstanding subsection (1) above, the director may not authorize any other deviations from the standards in the DDD code, including the lot size, setback, or building height standards.

(e) *Architectural Review Board Review and Decision (Optional)*

For applications involving property in a historic district, following initial review by the director, the application shall be submitted to the Architectural Review Board (ARB) for consideration of a certificate of appropriateness in accordance with Section 44-77 of the City Code. If ARB requires changes to the application as a condition of issuance of a certificate of appropriateness, the application shall be resubmitted to the director for further review in accordance with subsection (c) above.

(f) *Re-Review Following Permitting*

(1) Following permitting, the director shall review any changes made to the project that may impact the project's compliance with the standards in the DDD code and receive recommendations from other relevant staff such as the city engineer or historic development staff, as applicable.

(2) Based on the review and recommendations, if the director determines that the application as modified following permitting complies with the

terms of the DDD code, the director shall notify the applicant, and the applicant may continue with the project.

(3) Based on the director's review and recommendations, if the director determines that the application as modified following permitting does not comply with the standards in the DDD code, the director shall advise the applicant of the aspects of the application that do not comply with standards in the DDD code. The applicant may resubmit plans with revisions or may apply to the Board of Adjustment for a variance with respect to the applicable standards, in accordance with subsection 6 below.

2. *Regulating Plan Amendment*

An application may be submitted for an update to the regulating plan in accordance with Chapter 64, Articles 5 and 10, and the following:

(a) *Allowable Plan and Text Amendments*

The following updates to the regulating plan and text of the DDD code are permitted:

(1) By a property owner or an authorized agent of the property owner, an application to update land in a sub-district to a different transect sub-district, as follows:

a. From the T-3 sub-district to the T-4 sub-district if the land sought to be updated is adjacent to land in the T-4 sub-district.

b. From the T-4 sub-district to the T-5.1 sub-district if the land sought to be updated is adjacent to land in the T-5.1 sub-district

c. From the T-5.1 sub-district to the T-5.2 sub-district if the land sought to be updated is adjacent to land in the T-5.2 sub-district.

d. From the T-5.2 sub-district to the T-6 sub-district if the land sought to be updated is adjacent to land in the T-6 sub-district.

e. From the SD-WH sub-district to an adjacent sub-district.

f. To assemble multiple properties in single ownership into one sub-district.

(2) By a property owner or an authorized agent of the property owner, an application to establish a new special sub-district and/or establish the special sub-district to land in the DDD.

(3) By a property owner or an authorized agent of the property owner, an application to assign land in the SD district to a transect sub-district or sub-districts and assign associated development standards.

(4) By the city council on its own initiative, an application to update the text of the DDD code or the zoning map.

3. *Demolition*

A permit is required for the complete demolition of property within the DDD, in accordance with the following:

(a) *Application*

An application shall be submitted that includes the following:

(1) The date the owner acquired the property, purchase price and condition on date of acquisition;

(2) If and when the structure has been cited or received a notice of violation of the City Code;

(3) Documentation whether the owner has complied with or attempted to bring the building into compliance with the city's International Property Maintenance Code (IPMC) and International Existing Building Code (IEBC) and if not, why. The amount of money it will cost to bring the building into minimal compliance with IPMC and/or rectify any notices of violation;

(4) Whether the property has been listed for sale, prices asked, and offers received, if any;

(5) Redevelopment plans for the property in question, the amounts expended upon such plans, and the dates of such expenditures;

(6) The opinion from a licensed structural engineer that the structure is in danger of collapse, if the applicant proposes the demolition in order to protect public health and safety;

(7) Any such other information as may reasonably be required by the department.

(b) *Review and Decision*

(1) The director shall review the application and make a decision on the application based on the following criteria:

a. Whether the applicant produces substantial evidence that demonstrates that the structure is beyond repair and structurally unsound;

b. Whether the demolition will impair the unique character of the DDD;

c. Whether there are redevelopment plans for the site;

d. Whether the redevelopment plans conform to the DDD code;

e. Whether the demolition of the structure in question is necessary for the public health and safety due to the physical condition of the structure.

(c) *Appeal*

An applicant that is denied a demolition permit by the director may file an administrative appeal to the Board of Adjustment in accordance with Chapter 64, Articles 5 and 10, and the following:

(1) The appeal application shall include an affidavit by a property owner or an authorized agent of the property owner that states:

a. Replacement construction plans for the property in question and amounts expended upon such plans, including an itemization of each and every expenditure, and the dates of such expenditures.

b. Whether there are definite plans for reuse of the property if the proposed demolition is carried out.

(2) The Board of Adjustment may approve a demolition permit if it determines that:

a. The structure is a hazard to the public health and safety due to its condition; or

b. The enforcement of the DDD code presents an unreasonable economic hardship on the owner, in accordance with the following:

1. An exception for unreasonable economic hardship shall be applicable to owners (or the owner's assignee or lessee) of structures who have expended significant sums of money on development plans involving the demolition of such structures.

2. The Board of Adjustment shall weigh the economic hardship and investment expectations of the owner (or the owner's assignee or lessee) against the potential damage to the structure and of the surrounding built environment in question.

3. The mere purchase of a structure for future development without further development expenditures shall not be classified as an unreasonable economic hardship.

4. *Conditional Use Permit*

Prior to commencing a use that is listed as requiring a Conditional Use Permit in Table 4.1: Use Table, the applicant shall apply for and obtain a Conditional Use Permit in accordance with Section 64-5-6 of the UDC.

5. *Special Exception*

Prior to commencing a use that is listed as requiring a special exception in Table 4.1: Use Table, the applicant shall apply for and obtain a special exception permit in accordance with Section 64-5-11 of the UDC.

6. *Variance*

(a) Prior to seeking permitting for a plan that the director determines does not comply with the standards of the DDD code during plan review in subsection 1(c) above, or for any other variance from the requirements of this UDC, the applicant shall apply for a variance in accordance with Section 64-5-10 of the UDC.

(b) If the Board of Adjustment approves a variance for all areas of the plan review that the director determined did not comply with the DDD code in accordance with subsection 1(c) above, the applicant may move forward with permitting, subject to any conditions requiring review by the director included as part of the Board of Adjustment's decision.

Section 3. Zoning Sub-Districts

A. Zoning Sub-Districts Established

1. The zoning sub-districts in Table 3.1: Zoning Sub-Districts Established are hereby established:

Table 3.1: Zoning Sub-Districts Established

District	Name
T-6	T-6: Mixed-Use High Intensity Transect
T-5.2	T-5.2: Mixed Use Medium Intensity Transect
T-5.1	T-5;1: Mixed Use Medium Intensity Transect
T-4	T-4: Mixed Use Low Intensity Transect
T-3	T-3: Low Density Residential Transect
Municipal	Municipal district
Open	Open space district
SD-WH	SD-WH: Special District—Warehouse
SD	SD: Special District

2. No other districts, including planned developments, may be applied to land in the Downtown FLUM category in the comprehensive plan except for special districts established in accordance with this Appendix.

3. All district and sub-district boundaries shall be interpreted to be mapped along street centerlines, and rear and side property lines.

4. Multiple properties in more than one transect sub-district that are proposed to be assembled into a single property may not be developed until a regulating plan amendment and a lot recombination, as applicable, is approved to assign the properties to a single transect sub-district.

5. Land within an SD district is required to be rezoned to another zoning sub-district, in accordance with Section 2.B.2, Regulating Plan Amendment, before development may commence on the land.

B. Transect Sub-Districts

1. *General Standards for Transect Sub-Districts*

The following standards apply to development in all transit sub-districts:

(a) The primary frontage shall be:

(1) If a property abuts one street, the street that the property abuts;

(2) If a property abuts more than one street, and one of those streets is an A street, the A street; or

(3) If a property abuts more than one street, and none of those streets is an A street, a street-facing frontage chosen by the applicant.

(b) Building height may be increased to match structures on contiguous lots within the same transect subdistrict.

(c) The maximum lot width standards shall not apply to lots that exceeded the lot width for the sub-district and that existed as of May 13, 2014.

(d) On a site with multiple buildings, a principal building shall be designated.

(e) Each floor in a building shall comply with the standards in Table 9.1: Building Floor Height.

2. *T-6: Mixed-Use High Intensity Transect Sub-District*

(a) *Generally*

The T-6 sub-district regulations are designed to support mixed-use development at the highest intensity in the DDD, with a walkable urban form and a mixture of residential and commercial uses.

(b) *FLUM Applicability*

T-6 subdistricts may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

(d) *Permitted Uses*

See Table 4.1: Use Table, in Section 4, Use Regulations

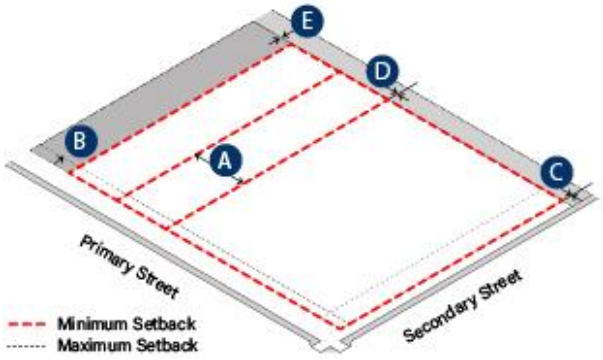
(e) *Dimensional and Intensity Standards*

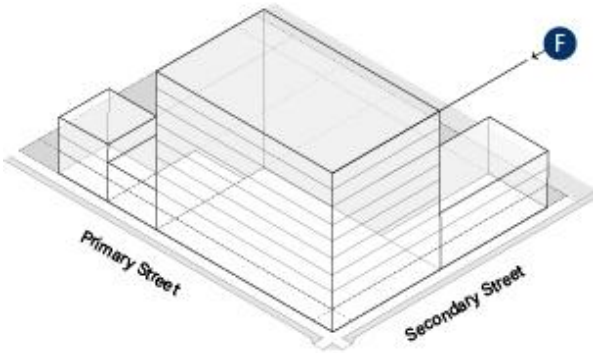
See Table 3.2: T-6 Dimensional and Intensity Standards.

(f) *Additional Standards*

Commercial uses that do not have a shopfront frontage (see Section 6.M, Shopfront Frontage Type) shall have transparent windows covering a minimum of 30 percent of the surface between two and 12 feet above the abutting sidewalk.

Table 3.2: T-6 Dimensional and Intensity Standards





Site features		
Lot area (sf), min		No minimum
Lot width (ft), min | max	A	14 | No maximum
Building per lot, max		No maximum
Building coverage (% of site), max		No maximum
Setback, primary buildings		
Primary frontage (ft), min | max	B	0 | 10 [2] [3]
Secondary frontage (ft), min | max	C	0 | 12
Side (ft), min	D	No minimum
Rear (ft), min	E	No minimum
Setback, outbuildings		
Primary frontage (ft)		To rear of the facade at ground floor, unrestricted upper stories
Secondary frontage (ft)		To rear of the facade at ground floor, unrestricted upper stories
Side (ft), min		No minimum
Rear (ft), min		No minimum

Building Form		
Height, max	F	No maximum [1]
Parking structure		80 feet [4]
Frontage Types	● = Permitted	
Lawn		
Terrace		
Stoop	●	
Common Entry		
Pedestrian forecourt	●	
Vehicular forecourt	●	
Gallery	●	
Shopfront	●	

Transparency	Minimum Required Transparency	Location
Ground floor commercial uses	30%	Between two (2) and twelve (12) feet above the abutting sidewalk
All other building facades facing the street	20%	Per floor
Shopfronts – Ground Floor	50%	Calculated separately for each frontage

[1] The maximum height of outbuildings shall not exceed the height of the principal building.
[2] The setback may match the setback of an adjacent building along the same street frontage.
[3] The maximum setback may be increased by 12 feet along Government Street.
[4] See additional exceptions for parking structures attached to buildings in Section 9.A, Building Height.

3. *T-5.2: Mixed Use Medium Intensity Transect*

(a) *Generally*

The T-5.2 sub-district regulations are designed to support mixed-use development at medium-high intensity, with a walkable urban form and a mixture of residential and commercial uses.

(b) *FLUM Applicability*

T-5.2 subdistricts may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

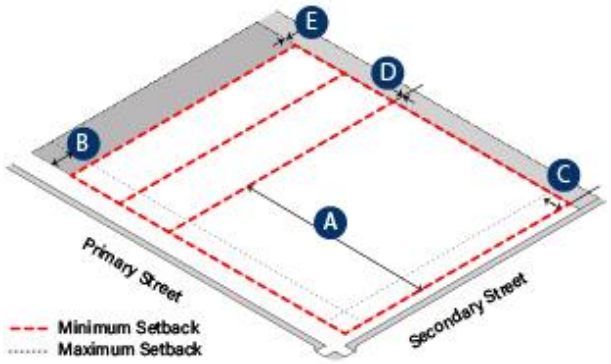
(d) *Permitted Uses*

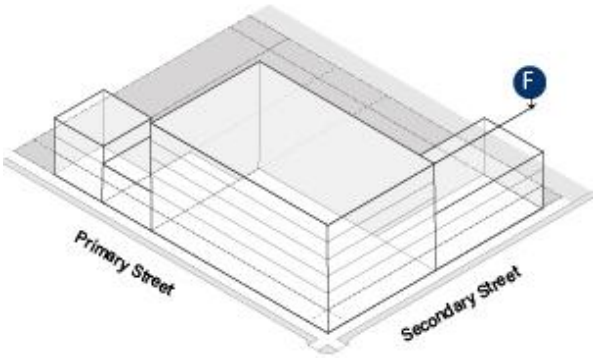
See Table 4.1: Use Table, in Section 4, Use Regulations

(e) *Dimensional and Intensity Standards*

See Table 3.3: T-5.2 Dimensional and Intensity Standards.

Table 3.3: T-5.2 Dimensional and Intensity Standards





Site features		
Lot area (sf), min		No minimum
Lot width (ft), min | max	A	14 | 180
Building per lot, max		No maximum
Building coverage (% of site), max		No maximum
Setback, primary buildings		
Primary frontage (ft), min | max	B	0 | 5 [3]
Secondary frontage (ft), min | max	C	0 | 12 [3]
Side (ft), min	D	No minimum
Rear (ft), min	E	No minimum
Setback, outbuildings		
Primary frontage (ft), min		To rear of the facade
Secondary frontage (ft), min		To rear of the facade
Side (ft), min		No minimum
Rear (ft), min		No minimum

[1] The maximum height of outbuildings shall not exceed the height of the principal building.

[2] The maximum parking structure height is 80 feet for parking structures that front the west side of Claiborne Street between Civic Center Drive and Canal Street, and 60 feet elsewhere. See additional exceptions for parking structures attached to buildings in Section 9.A, Building Height.

[3] The setback may match the setback of an adjacent building along the same street frontage, and the maximum primary frontage setback may be extended an additional 12 feet along Government St.

Building Form		
Height, max	F	5 stories [1]
Fronting Bienville Square		8 stories [1]
Fronting west side of Claiborne St. between Civic Center Dr. and Canal St		16 stories [1]
Parking structure		60 feet [2]

Frontage Types	● = Permitted
Lawn	
Terrace	●
Stoop	●
Common Entry	●
Pedestrian forecourt	●
Vehicular forecourt	
Gallery	●
Shopfront	●

Transparency	Minimum Required Transparency	Location
Ground floor commercial uses	30%	Between two (2) and twelve (12) feet above the abutting sidewalk
All other building facades facing the street	20%	Per floor
Shopfronts – Ground Floor	50%	Calculated separately for each frontage

4. *T-5.1: Mixed Use Medium Intensity Transect*

(a) *Generally*

The T-5.1 sub-district regulations are designed to support mixed-use development at medium-low intensity, with a walkable urban form and a mixture of residential and commercial uses.

(b) *FLUM Applicability*

T-5.1 subdistricts may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

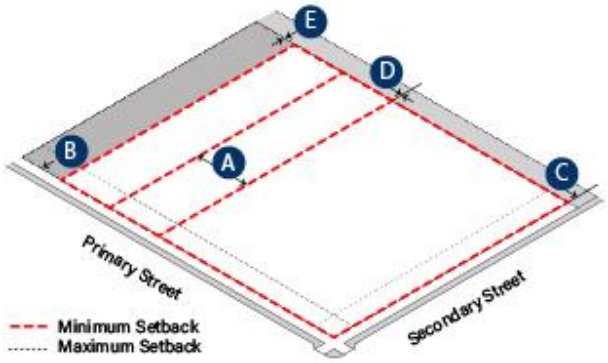
(d) *Permitted Uses*

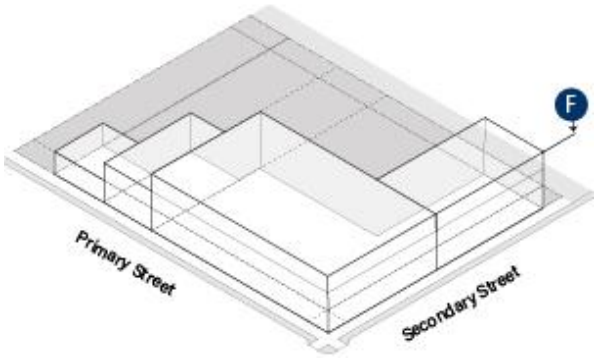
See Table 4.1: Use Table, in Section 4, Use Regulations.

(e) *Dimensional and Intensity Standards*

See Table 3.4: T-5.1 Dimensional and Intensity Standards.

Table 3.4: T-5.1 Dimensional and Intensity Standards





Site features		
Lot area (sf), min		No minimum
Lot width (ft), min | max	A	14 | 180
Building per lot, max		No maximum
Building coverage (% of site), max		No maximum
Setback, primary buildings		
Primary frontage (ft), min | max	B	0 | 12 [2]
Secondary frontage (ft), min | max	C	0 | 12 [2]
Side (ft), min	D	No minimum
Rear (ft), min	E	No minimum
Setback, outbuildings		
Primary frontage (ft), min		To rear of the facade
Secondary frontage (ft), min		To rear of the facade
Side (ft), min		No minimum
Rear (ft), min		No minimum

Building Form		
Height, max	F	3 stories [1]
Parking structure		34 feet [3]
Frontage Types	● = Permitted	
Lawn		
Terrace	●	
Stoop	●	
Common Entry	●	
Pedestrian forecourt	●	
Vehicular forecourt		
Gallery	●	
Shopfront	●	

Transparency	Minimum Required Transparency	Location
Ground floor commercial uses	30%	Between two (2) and twelve (12) feet above the abutting sidewalk
All other building facades facing the street	20%	Per floor
Shopfronts – Ground Floor	50%	Calculated separately for each frontage

[1] The maximum height of outbuildings shall not exceed the height of the principal building.
[2] The setback may match the setback of an adjacent building along the same street frontage, and the maximum primary frontage setback may extend an additional 12 feet along Government St.
[3] See additional exceptions for parking structures attached to buildings in Section 9.A, Building Height.

5. *T-4: Mixed Use Medium Intensity Transect*

(a) *Generally*

The T-4 sub-district regulations are designed to support mixed-use development at low intensity, with a walkable urban form and a mixture of residential and commercial uses.

(b) *FLUM Applicability*

T-4 subdistricts may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

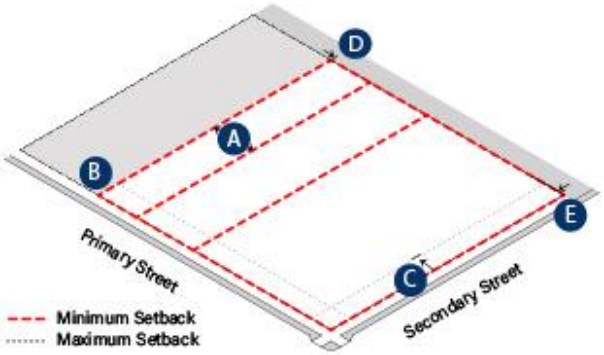
(d) *Permitted Uses*

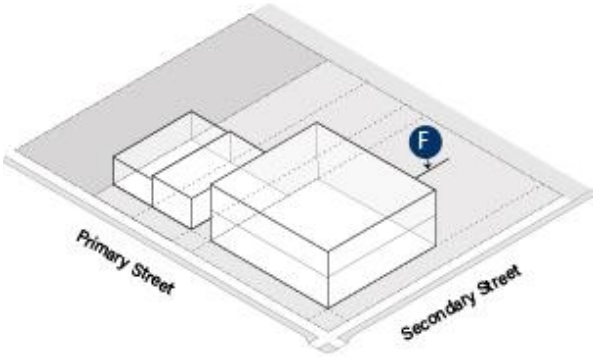
See Table 4.1: Use Table, in Section 4, Use Regulations.

(e) *Dimensional and Intensity Standards*

See Table 3.5: T-4 Dimensional and Intensity Standards.

Table 3.5: T-4 Dimensional and Intensity Standards





Site features		
Lot area (sf), min		No minimum
Lot width (ft), min | max	A	18 | 120
Building per lot, max		3
Building coverage (% of site), max		75

Setback, primary buildings		
Primary frontage (ft), min | max	B	0 | 12 [2]
Secondary frontage (ft), min | max	C	0 | 12 [2]
Side (ft), min	D	No minimum
Rear (ft), min	E	No minimum

Setback, outbuildings	
Primary frontage (ft), min	To rear of the facade
Secondary frontage (ft), min	To rear of the facade
Side (ft), min	No minimum
Rear (ft), min	No minimum

Building Form		
Height, max	F	2 stories [1]

Frontage Types	● = Permitted
Lawn	●
Terrace	●
Stoop	●
Common Entry	●
Pedestrian forecourt	
Vehicular forecourt	
Gallery	
Shopfront	●

Transparency	Minimum Required Transparency	Location
All building facades facing the street	20%	Per floor
Shopfronts – Ground Floor	50%	Calculated separately for each frontage

[1] The maximum height of outbuildings is two stories.
[2] The setback may match the setback of an adjacent building along the same street frontage, and the maximum primary frontage setback may extend an additional 12 feet along Government St.

6. *T-3: Low Density Residential Transect*

(a) *Generally*

The T-3 sub-district regulations are designed to support residential development at low intensity with good pedestrian access to surrounding properties.

(b) *FLUM Applicability*

T-3 subdistricts may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

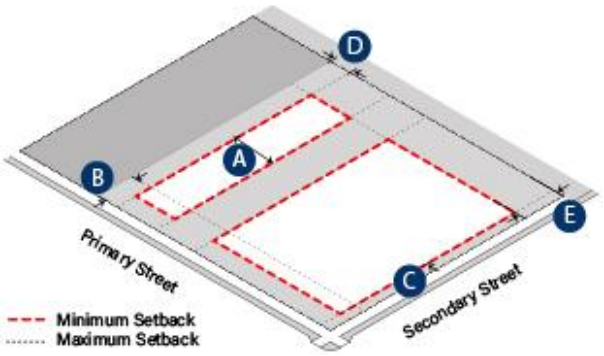
(d) *Permitted Uses*

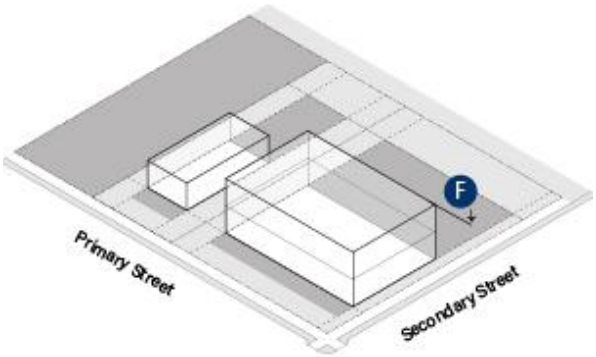
See Table 4.1: Use Table, in Section 4, Use Regulations.

(e) *Dimensional and Intensity Standards*

See Table 3.6: T-3 Dimensional and Intensity Standards.

Table 3.6: T-3 Dimensional and Intensity Standards





Site features		
Lot area (sf), min		No minimum
Lot width (ft), min | max	A	40 | 120
Along the east side of Lawrence St. between Civic Center Dr. and Canal St		30 | 120
Building per lot, max		2
Building coverage (% of site), max		75
Setback, primary buildings		
Primary frontage (ft), min | max	B	10 | 18 [1] [3]
Secondary frontage (ft), min | max	C	5 | No maximum [3]
Side (ft), min	D	10 [3]
Rear (ft), min	E	20 [3]
Setback, outbuildings		
Primary frontage (ft), min		To rear of the facade
Secondary frontage (ft), min		To rear of the facade
Side (ft), min		No minimum
Rear (ft), min		No minimum

Building Form		
Height, max	F	2 stories [2]
Along the east side of Lawrence St. between Civic Center Dr. and Canal St		3 stories [2]

Frontage Types	● = Permitted
Lawn	●
Terrace	●
Stoop	
Common Entry	
Pedestrian forecourt	
Vehicular forecourt	
Gallery	

Transparency	Minimum Required Transparency	Location
All building facades facing the street	20%	Per floor

[1] The setback may match the setback of an adjacent building along the same street frontage, and the maximum primary frontage setback may extend an additional 12 feet along Government St.

[2] The maximum height of outbuildings is two stories.

[3] Along the east side of Lawrence Street between Canal Street and Civic Center, Drive, the primary frontage and secondary frontage setbacks shall not exceed 12 feet, and the side and rear setback minimums do not apply provided fire rating requirements are met.

C. Other Sub-Districts

1. *Municipal Sub-District*

(a) *Generally*

The Municipal sub-district regulations are designed to support public buildings, museums, and public open space such as plazas or parks.

(b) *FLUM Applicability*

The Municipal sub-district may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

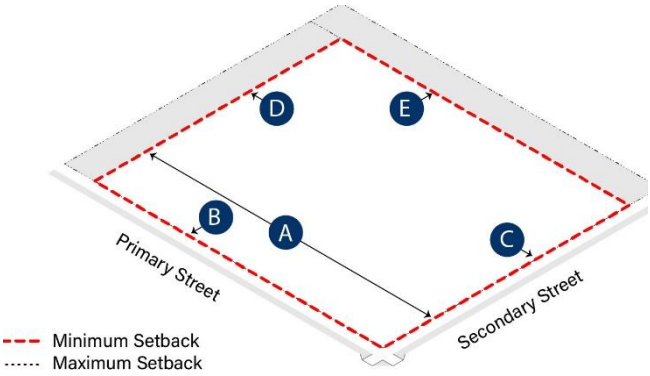
(d) *Permitted Uses*

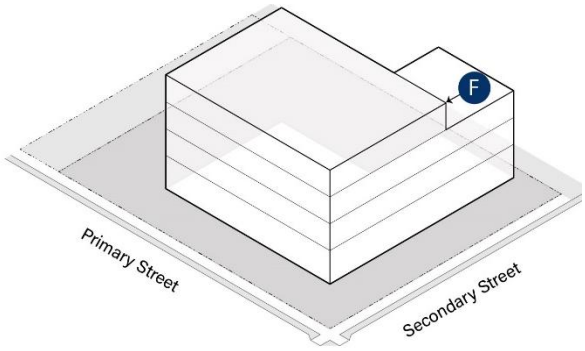
See Table 4.1: Use Table, in Section 4, Use Regulations.

(e) *Dimensional and Intensity Standards*

See Table 3.7: Municipal District Dimensional and Intensity Standards.

Table 3.7: Municipal District Dimensional and Intensity Standards





Site features		
Lot area (sf), min		None
Lot width (ft), min | max	A	None
Building per lot, max		None
Building coverage (% of site), max		None
Setback, primary buildings		
Primary frontage (ft), min | max	B	None
Secondary frontage (ft), min | max	C	None
Side (ft), min	D	None
Rear (ft), min	E	None
Setback, outbuildings		
Primary frontage (ft), min		None
Secondary frontage (ft), min		None
Side (ft), min		None
Rear (ft), min		None

Building Form		
Height, max	F	4 stories
Parking structure		60 feet

Frontage Types	● = Permitted
Lawn	●
Terrace	●
Stoop	●
Common Entry	●
Pedestrian forecourt	●
Vehicular forecourt	●
Gallery	●

Transparency	Minimum Required Transparency	Location
All building facades facing the street	20%	Per floor

2. *Open Sub-District*

(a) *Generally*

The Open sub-district regulations are designed to support public open space such as plazas or parks.

(b) *FLUM Applicability*

The Open sub-district may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

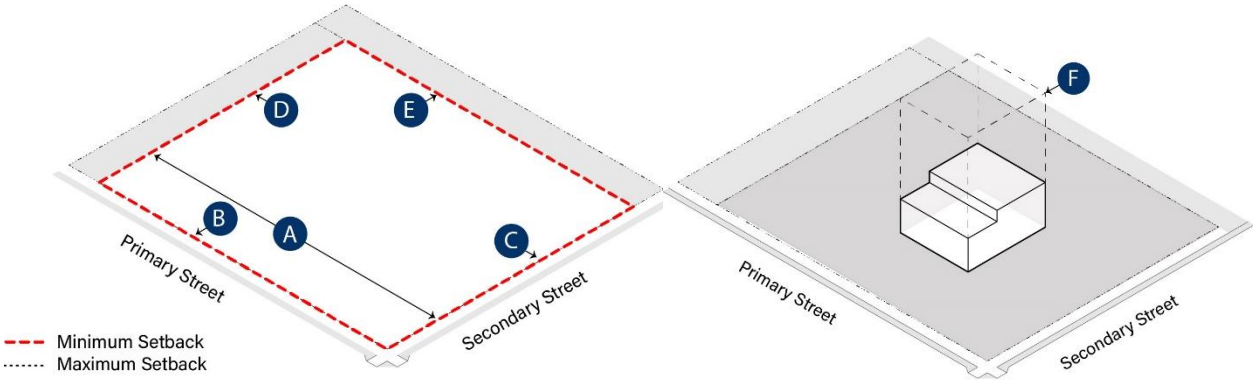
(d) *Permitted Uses*

See Table 4.1: Use Table, in Section 4, Use Regulations.

(e) *Dimensional and Intensity Standards*

See Table 3.8: Open District Dimensional and Intensity Standards.

Table 3.8: Open District Dimensional and Intensity Standards



Site features		
Lot area (sf), min		None
Lot width (ft), min | max	A	None
Building per lot, max		None
Building coverage (% of site), max		No max
Setback, primary buildings		
Primary frontage (ft), min | max	B	None
Secondary frontage (ft), min | max	C	None
Side (ft), min	D	None
Rear (ft), min	E	None
Setback, outbuildings		
Primary frontage (ft), min		None
Secondary frontage (ft), min		None
Side (ft), min		None
Rear (ft), min		None

Building Form		
Height, max	F	4 stories

Frontage Types	● = Permitted
Lawn	●
Terrace	●
Stoop	●
Common Entry	●
Pedestrian forecourt	●
Vehicular forecourt	●
Gallery	●

Transparency	Minimum Required Transparency	Location
All building facades facing the street	20%	Per floor

3. *SD-WH Sub-District*

(a) *Generally*

The SD-WH sub-district regulations are designed to guide the redevelopment of the portion of the DDD primarily dedicated to warehousing, manufacturing, and buildings of similar characteristics

(b) *FLUM Applicability*

The SD-WH sub-district may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

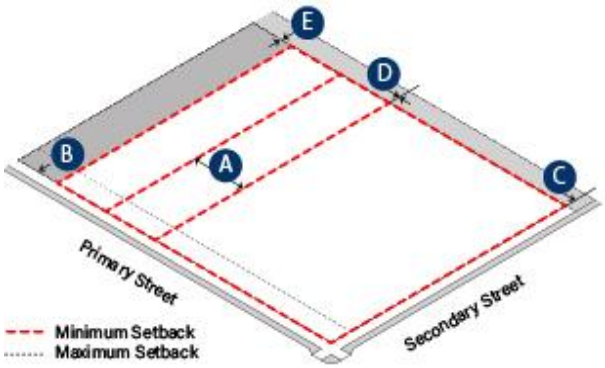
(d) *Permitted Uses*

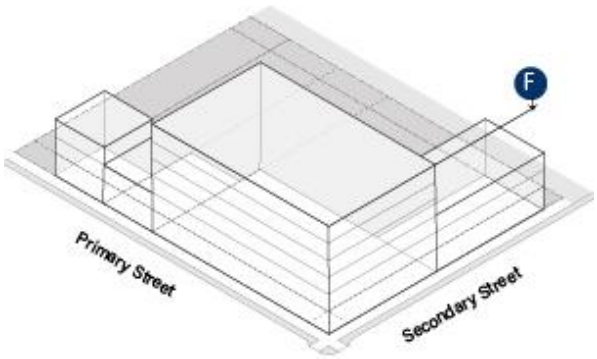
See Table 4.1: Use Table, in Section 4, Use Regulations.

(e) *Dimensional and Intensity Standards*

See Table 3.9: SD-WH District Dimensional and Intensity Standards.

Table 3.9: SD-WH District Dimensional and Intensity Standards





Site features		
Lot area (sf), min		None
Lot width (ft), min | max	A	None
Building per lot, max		None
Building coverage (% of site), max		No max
Setback, primary buildings		
Primary frontage (ft), min | max	B	0 | 10 [1]
Secondary frontage (ft), min | max	C	None
Side (ft), min	D	None
Rear (ft), min	E	None
Setback, outbuildings		
Primary frontage (ft), min		None
Secondary frontage (ft), min		None
Side (ft), min		None
Rear (ft), min		None

Building Form		
Height, max	F	6 stories
Parking structure		60 feet [2]

Frontage Types	● = Permitted
Lawn	●
Terrace	●
Stoop	●
Common Entry	●
Pedestrian forecourt	●
Vehicular forecourt	●
Gallery	
Shopfront	●

Transparency	Minimum Required Transparency	Location
All building facades facing the street [3]	20%	Per floor

[1] The maximum setback may extend an additional 12 feet along Government St.
[2] See additional exceptions for parking structures attached to buildings in Section 9.A, Building Height.
[3] Transparency requirement does not apply to buildings fronting Beauregard Street between Saint Joseph Street, North Water Street and North Lawrence Street

Section 4. Use Regulations

A. General

Uses are permitted in accordance with Table 4.1: Use Table, and the following:

1. An "R" in a cell means that the use sub-category is permitted by right in the sub-district, subject to any notes listed in the cell (see subsection B below) and compliance with all the standards in the DDD code.

2. An "S" in a cell means that the use sub-category is permitted following issuance of a special exception permit in accordance with Section 2.B.5, Special Exception, subject to any notes listed in the cell (see subsection B below) and compliance with all the standards in the DDD code.

3. A "C" in a cell means that the use sub-category is permitted following issuance of a conditional use permit in accordance with Section 2.B.4, Conditional Use Permit, subject to any notes listed in the cell (see subsection B below) and compliance with all the standards in the DDD code.

Table 4.1: Use Table

R = By Right S = By Special Exception C = By Conditional Use Permit

Use Category	Use Sub-Category	T-3	T-4	T-5.1	T-5.2	T-6	Municipal	Open	SD-WH
Industrial	Warehousing & Mini-Storage			R	R[4]	R			R
	Mixed-use Light Manufacturing Component			R	R[4]	R			R
	Manufacturing—Light (5,000 sf max, non-toxic)			R	R[4]	R			R
	Manufacturing—Heavy (over 5,000 sf, non-toxic)								R
	Processing of Food and Beverage Products								R
	Laboratory Facility				R[4]	R			R
	Distribution Facility								R
Utilities	Utility, Minor	R	R	R	R	R			R

Table 4.1: Use Table									
R = By Right S = By Special Exception C = By Conditional Use Permit									
Use Category	**Use Sub-Category**	**T-3**	**T-4**	**T-5.1**	**T-5.2**	**T-6**	**Municipal**	**Open**	**SD-WH**
	Utility, Intermediate	S	S	R	R	R			R
	Utility, Major				C	C			C
Agricultural	Nursery Stock Growing, Processing & Sales		R	R	R[4]	R			R
	Produce Growing, Processing & Sales		R	R	R[4]	R			R
Education	Private Educational Facility (Daycare)	R	R	R	R[5]	R			R
	Private Educational Facility (Elementary)		R	R	R[5]	R			R
	Private Educational Facility (All Levels)			R	R	R			R
Civic Support	Religious institution (including educational)	R	R	R	R	R			R
	Funeral home		R	R	R[4]	R			R
	Hospital, medical offices, veterinary medicine, ambulance service		R	R	R[4]	R			R
	Mystic society meeting hall		R	R	R	R			R
	Museum	C	R	R	R	R	R	R	R
	Park / Open Space	C	R	R	R	R	R	R	R
	Government Building	C	R	R	R	R	R	R	R
Automotive	Automotive Services—Light (5,000 sf max)			R	R[4]	R			R
	Automotive Services—Heavy (over 5,000 sf)								R
	Parking Structure (as a principal use)				R	R	R		R
	Surface Parking (as a principal use)								
	Gas Station			S	S	S			S
Residential	Single-Family Dwelling	R	R	R	R	R			R
	Two-Family Dwelling	R	R	R	R	R			R
	Multi-Family Dwelling		R	R	R	R			R
	Accessory Dwelling Unit	R	R	R					R
	Senior & Elderly Housing	R	R	R	R	R			R
	Nursing & Retirement Housing	R[5]	R	R	R[5]	R			R
	Boarding Houses & Dormitories	R[4]	R	R	R[4]	R			R
	Homeless & Emergency Shelter		S	S	S[6]	S			S
	Mixed-use Residential Component		R	R	R	R			R
Lodging	Hotel (no room limit)				R	R			R
	Inn (up to 20 rooms)		R	R	R	R			R
	Bed and Breakfast (up to 5 rooms)	R	R	R	R	R			R
	Short-Term Rentals	R	R	R	R	R			R
Office	Home-office (non-primary use)	R	R	R	R	R			R

Table 4.1: Use Table									
R = By Right S = By Special Exception C = By Conditional Use Permit									
Use Category	**Use Sub-Category**	**T-3**	**T-4**	**T-5.1**	**T-5.2**	**T-6**	**Municipal**	**Open**	**SD-WH**
	Live-work (office up to 15% of building sf.)	R	R	R	R	R			R
	Work-live (office up to 80% of building sf.)		R	R	R	R			R
	Mixed-use Office Component		R	R	R	R			R
	Office Building		R	R	R	R			R
Communication facilities	Class 1 Communication Facility	R[3]	R[3]	R[3]	R[3]	R[3]	R[3]	R[3]	R[3]
	Class 2 and 3 Communication Facilities	S[3]	S[3]	S[3]	S[3]	S[3]	S[3]	S[3]	R[3]
	Class 4 Communication Facility			S[3]	S[3]	S[3]	S[3]	S[3]	S[3]
Commercial	Live-work (retail up to 15% of building sf.)	R	R	R	R	R			R
	Work-live (retail up to 80% of building sf.)		R	R	R	R			R
	Mixed-use Retail Component		R	R	R	R			R
	Retail Building		R	R	R	R			R
	Café		R	R	R	R	R	R	R
	Restaurant, bar, catering, entertainment, theater, or brewpub			S[7]	S[7]	R			R
	Drive-Thru Retail		S	S	S	S			S
Adult Entertainment	Adult Entertainment Enterprise								

B. Use-Specific Standards

The following standards apply to uses as indicated in the cell in Table 4.1: Use Table

1. Reserved

2. Reserved

3. The use shall comply with the standards in Section 64-4-9, Telecommunications facilities.

4. The use is not permitted on property bound by Civic Center Drive to the North, Claiborne Street to the east, Canal Street to the south, and Lawrence Street to the west.

5. The use requires a Conditional Use Permit on property bound by Civic Center Drive to the North, Claiborne Street to the east, Canal Street to the south, and Lawrence Street to the west.

6. The use is not permitted on property bound by Civic Center Drive to the North, Claiborne Street to the east, Canal Street to the south, and Lawrence Street to the west.

7. This use is permitted by right if the occupancy load is less than 100 people.

Section 5. Development Standards

A. Access and Off-Street Parking

1. *Minimum Off-Street Vehicular Parking*

Development in the DDD is required to provide off-street vehicular parking, in accordance with the following:

(a) No off-street vehicular parking is required for existing development in the T-6 sub-district and all development in the DDD outside of the T-6 sub-district.

(b) New development in the T-6 sub-district shall provide off-street vehicular parking in accordance with Table 5.1: Minimum Off-Street Vehicular Parking for New Development in T-6 Sub-District.

Table 5.1: Minimum Off-Street Vehicular Parking for New Development in T-6 Sub-District

Use	Minimum Number of Off-Street Parking Spaces
Office	3 per 1,000 square feet of gross floor area
Lodging	1 per bedroom
Dwelling	1 per dwelling unit
All other uses	No minimum

(c) The amount of vehicular parking required to be provided on-site in accordance with Table 5.1 may be reduced in accordance with the following:

(1) On-street parking spaces adjacent to the property's frontage may be counted towards the development's required number of vehicular spaces in a one-to-one ratio. On-street parking spaces shall remain available to the general public and shall not be restricted for use by tenants, visitors, or residents of the property.

(2) Off-site parking spaces on land owned or leased from a civic parking reserve or private parking lot or structure may be counted towards the development's required number of vehicular spaces in a one-to-one ratio, provided the off-site parking is within 1,500 feet of the property being served by the parking.

2. *General Standards*

(a) All off-street parking spaces and aisles shall comply with the standards in Section 64-3-12.A.3, Size of parking spaces, and Table 64-3-12.2: Parking Stall and Aisle Dimensions, of the UDC.

(b) In the T-3 and T-4 sub-districts, a parking lot or parking structure shall not contain more than 20 parking spaces.

(c) A parking lot may include attendant huts, pay kiosks, and similar structures and shall be sized and used only to shelter collection and security operations related to the parking use.

(d) Surface parking lots shall be placed to the rear of the façade of the principal building, except in Municipal, Open, and SD-WH sub-districts, where the location is not restricted.

(e) Parking lots and structures shall be masked along frontages in accordance with Section 5.B.1(a), Perimeter Masking.

3. *Vehicular Site Access*

(a) Off-street parking shall only be accessed from a secondary frontage, or B-street, and is prohibited to be accessed from the primary frontage, or A-street, except as provided below.

(b) If parking access through a secondary frontage is not available, off-street parking may be accessed by driveways at the primary frontage if the property width exceeds the minimum width by sub-district in Table 5.2: Parking Lot Specifications.

(c) The width of driveways within a front setback shall not exceed the maximum width by sub-district in Table 5.2.

(d) All curb cuts shall meet the standards in Chapter 57, Article IV, Driveways, of the City Code. The number of curb cuts for a lot shall not exceed the maximum number by sub-district in Table 5.2.

Table 5.2: Parking Lot Specifications

District	Minimum Primary Frontage Parking Access Width (ft)	Maximum Driveway Width (ft)	Maximum Number of Curb Cuts Per Frontage
T-6	72	25 [1]	1 [1]
T-5.2	54	25 [1]	1 [1]
T-5.1	54	25 [1]	1 [1]
T-4	42	10	1
T-3	42	10	1
SD-WH	54	25 [1]	1 [1]
Municipal	No minimum	No maximum	No maximum
Open	No minimum	No maximum	No maximum

[1] On the west side of Claiborne Street between Civic Center Drive and Canal Street, driveway width shall not exceed 36 feet, and two curb cuts are permitted per lot.

[2] Except as permitted in table note [1], a lot with one primary frontage and one secondary frontage is allowed one curb cut to the secondary frontage. A lot with more than one secondary frontage is permitted one curb cut per secondary frontage.

(e) Crushed stone surfaces are permitted in driveways and parking areas with approval of the city engineer and the fire-chief, but may not be used in the right-of-way.

4. *Off-Street Loading Docks and Service Areas*

Off-street loading docks and service areas with a combined width of 30 feet may be incorporated into all frontages on land in the SD-WH sub-district, and in all other sub-districts in accordance with the following:

(a) In secondary frontages, towards the rear of the property; or

(b) In primary frontages, if the property has no secondary frontage and the width of the primary frontage is 120 feet or greater.

5. *Bicycle Parking*

In the T-5 and T-6 sub-districts, property owners may install bicycle racks within the right-of-way adjacent to their frontage in accordance with the following:

(a) *Type of Bicycle Rack*

A bicycle rack shall be of the inverted-U, pole and ring, or removable ring types.

(b) *Bicycle Rack Location*

(1) A bicycle rack shall be placed to maintain at least a four-foot clear path on a sidewalk when a bicycle with a 22-inch (56-cm) frame is properly locked to the rack.

(2) A bicycle rack shall not be located within:

a. Five feet of fire hydrants;

b. Four feet of loading zones and bus stop markers;

c. Three feet of driveways and manholes;

d. Two feet of utility meters and tree boxes; and

(3) A bicycle rack shall not be placed on a sidewalk where the distance from the curb face to the property line is less than seven feet.

(4) A bicycle rack parallel to the curb shall be set back at least two feet from the curb and spaced at least 30 inches from another bicycle rack. A bicycle rack perpendicular to the curb shall be set back at least one foot from the curb and spaced at least 48 inches from another bicycle rack. The distance requirements of this paragraph do not apply where rings are added to existing poles.

B. Landscaping and Screening

1. *Parking Lot Landscaping*

(a) *Perimeter Masking*

(1) A surface parking lot along a frontage shall be masked by one of the following:

a. A liner building; , or

b. One of the following types of screens:

1. A metal fence at least three feet in height that is planted with evergreen hedges, evergreen vines, or other evergreen plant materials. Shrubs for hedges shall be at least three feet in height at planting, and other plantings shall be of a species and planted in a manner that would form an evergreen barrier at least as effective as a hedge; or

2. A masonry wall, with or without vegetative plantings.

(2) A parking structure along a frontage shall be masked by one of the following:

a. Along A-street frontages, a liner building covering the entire width of the structure, excluding any points of access or egress, or 70 percent of a width of the structure at ground floor frontage.

b. Along B-street frontages, a liner building in accordance with subsection a above, or one of the following types of screens:

1. A metal fence at least three feet in height that is planted with evergreen hedges, evergreen vines, or other evergreen plant materials. Shrubs for hedges shall be at least three feet in height at planting, and other plantings shall be of a species and planted in a manner that would form an evergreen barrier at least as effective as a hedge; or

2. A masonry wall, with or without vegetative plantings.

(b) *Interior Plantings*

Each parking lot with more than 50 parking spaces shall be planted with one Overstory Tree from the city's approved Plant List of Article 3 of the UDC for every 15 parking spaces, rounded up.

2. *Screening*

(a) *Refuse*

(1) Dumpsters

All dumpsters except for construction dumpsters used in active construction projects shall comply with the following:

a. Dumpsters shall not be placed in the primary frontage or in street right-of-way

b. Waste removal of a dumpster by a sanitation truck shall take place entirely within the paved surface of the building site. No maneuvering to access the site may take place within street right-of-way.

c. Dumpsters shall be enclosed within an enclosure. The enclosure shall be at least the height of the dumpster which is being enclosed, up to a maximum of eight feet in height, be of sufficient size to allow for placement and removal of dumpster without causing damage to the enclosure, and be made of materials permitted in the applicable transect sub-district in accordance with Section 7, Building Design and Material Standards. The enclosure may be equipped with a door or gate constructed of wood or other opaque material that opens to the outside and which remains closed unless the dumpster is being filled or emptied.

d. Dumpster enclosures shall be maintained in good repair and condition.

(2) Garbage and Grease Containers

a. Garbage container placement shall comply with the standards in Sec. 25-8 of the City Code.

b. Grease containers shall not be placed outside within 20 feet of a sidewalk.

(b) *Mechanical Equipment*

Mechanical equipment, including electric meters, gas meters, water meters, exhaust fans, and HVAC equipment, shall not be located along frontages and shall be masked if visible from a street or sidewalk.

(c) *Rooftop Equipment*

Equipment on rooftops such as turbine vents, skylights, satellite dishes, and television antennae shall be located and arranged so as not to be visible from a street or sidewalk.

C. Fences and Walls

1. *Fence and Wall Locations*

(a) A fence or wall is permitted in a frontage in accordance with the specific standards that apply to each frontage in Section 6, Frontage Standards.

(b) On an improved lot, a fence or wall may be installed with a maximum height of:

(1) In the SD-WH sub-district, 10 feet along the side and rear property lines beyond the front façade of the principal building on the site;

(2) In all sub-districts except for the SD-WH sub-district, eight feet along the side and rear property lines beyond the front façade of the principal building on the site; and

(3) Six feet on any property line on an unimproved lot.

2. *Fence and Wall Materials*

(a) In all sub-districts except the Municipal and Open sub-districts, the following material standards apply:

(1) Fences shall be made of wood picket, wood slat, or wood lattice, or a wrought iron style made of iron, steel, or aluminum..

(2) Walls shall be made of brick, stone, or stucco over masonry.

(b) Fence and wall material may be allowed in combination as approved by the CRC and ARB, as applicable.

(c) In all sub-districts, barbed and concertina wire is prohibited in frontages and in all areas that are visible from frontages.

(d) In all sub-districts, chain link fences are permitted only along interior property lines behind the façade of the building.

D. Signs

1. *General Standards*

(a) *Permit Required*

All signs erected or installed on land in the DDD require a sign permit, in accordance with section 64-10-9 of the UDC.

(b) *Material Standards*

Sign materials shall be compatible with the materials of the building on which it is placed and the sub-district. New materials that achieve the effect of traditional materials and lighting solutions will be considered on a case-by-case basis.

(c) *Illumination*

Signs may only be illuminated in accordance with the following:

(1) A sign may be illuminated by a steady, stationery light source external to the sign that shines directly on the sign.

(2) Reverse channel signs may be backlit with neon or LED lights.

(3) Open channel signs may be illuminated from individual light bulbs within the channel.

(d) *Encroachment*

All signs except yard signs may encroach into the right-of-way. Signs that project from building walls by more than one foot or that are hung from supports over sidewalks shall maintain a minimum clearance of eight feet above adjacent grade.

2. *Neon and LED Interior Signs*

Non-animated neon and LED signs are permitted inside storefront windows, in accordance with the following:

(a) During daytime hours (defined as the time between sunrise and sunset, as those times are determined by the National Weather Service), the maximum brightness level shall not exceed 5,000 nits when measured from the sign's face at its maximum brightness.

(b) At all other times, the maximum brightness level shall not exceed 500 nits when measured from the sign's face at its maximum brightness.

3. *Required Signs*

On each site, one address number sign, no larger than one square foot in area, shall be attached to the building in proximity to the principal entrance, at least six feet high on a wall, or four foot high on a mailbox.

4. *Residential and Home Office Uses in the T-3 and T-4 Sub-Districts*

In the T-3 and T-4 sub-districts, the following apply to signs for residential and home office/live-work units:

(a) Signs may not be illuminated.

(b) Home businesses may have no more than one sign of each type permitted in the sub-district in accordance with Table 5.3: Sign Types Permitted by Sub-District and the standards in Table 5.4: Permitted Signs.

5. *Permitted Signs*

Signs are permitted on land in a sub-district in accordance with Table 5.3: Sign Types Permitted by Sub-District, subject to the standards in Table 5.4: Permitted Signs and subsection 6 below. See also Figure 5.1: Sign Standard Illustration.

Table 5.3: Sign Types Permitted by Sub-District

Sign Types	T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH
Sandwich board	◉ ●	◉ ●	◉ ●		◉ ●	◉ ●	●
Diagonal corner	●	●			●	●	●
Fabric awning	●	●	●		●	●	●
Marquee	◉ ●	◉ ●	◉ ●		◉ ●	◉ ●	●
Window sign	●	●	●		●	●	●
Building	●	●	●		●	●	●
Upper building	◉ ●	◉ ●	◉ ●		◉ ●	◉ ●	●
Hanging blade	●	●	●		●	●	●
Individual storefront	●	●	●		●	●	●
Internal neon	●	●	●		●	●	●
Painted wall	●	●	●		●	●	●
Yard blade	●	●	●	●	●	●	●
Wall plaque	●	●	●	●	●	●	●
Wayfinding sign [1]	●	●	●		●	●	●
Monument sign		●	●		●	●	●
Freestanding sign		●	●		●	●	●
Banner	◉ ●	◉ ●	◉ ●		◉ ●	◉ ●	●
Parking lot sign	●	●	●		●	●	●

● = Permitted ◉ ● = Permitted subject to standards in subsection 6 below

[1] Only permitted along A street.

Table 5.4: Permitted Signs

Sign Type	Number	Area, Maximum	Copy
Sandwich board	1 per business, shall be removed outside of business hours	2 feet wide by 3 feet tall	No restrictions

Table 5.4: Permitted Signs

Sign Type	Number	Area, Maximum	Copy
Diagonal corner	1 per building at corners only, attached at a 45-degree angle	3 feet wide by 15 feet tall	No restrictions
Fabric awning	1 per awning	8 inches tall by awning length	No restrictions
Marquee	1 per building	4 feet plus width of entrance(s) on primary structure, maximum height of marquee structure is 4 feet	No restrictions
Window sign	1 per window (not including temporary signage within window)	30% of window area to which sign is affixed	Applied decal or painted within window
Building	On buildings less than 10 stories in height, 1 per building, within the frieze or upper portion of the storefront if there is no frieze	3 feet in height by façade width (8 feet in height on buildings fronting Claiborne Street between Civic Center Drive and Canal Street)	No restrictions
Upper building	See Section 5.D.6(c), Upper Building		
Hanging blade	1 per business	10 square feet each face	No restrictions
Individual storefront	1 per business	2 feet tall by store length (or to fit within a frieze or architectural feature)	No restrictions
Internal neon	1 per window (not including temporary signage within window)	30% of window area to which sign is affixed	Neon or LED within window
Painted wall	1 per secondary frontage and wall internal to a lot but visible from sidewalks	No restrictions	No restrictions
Yard blade	1 per lot with home business or in non-residential use	5 square feet	No restrictions
Wall plaque	1 per business (located on building) 1 per parking lot (located on an architectural feature of parking lot screening required in Section 5.B.1(a))	SD-WH, Municipal, and Open: 8 square feet T-3: 2 square feet T-4: 2 square feet T-5: 8 square feet T-6: 8 square feet	No restrictions
Wayfinding sign	1 per block or site, located on right-of-way or private property	5 feet in height 20 square feet of signage per face 50 square feet of signage on all faces	No restrictions
Monument sign	1 per site	6 feet in height 8 feet in width 25 square feet of signage per face 50 square feet of signage on all faces	No restrictions
Freestanding sign	1 per site	8 feet in height 5 feet in width 20 square feet of signage per face 40 square feet of signage on all faces	No restrictions
Banner	1 per site	4 feet by 8 feet	No restrictions
Parking lot sign	1 per driveway	10 feet in height (including mount) 3 feet wide by 2 feet hide in sign area 6 square feet of signage	No restrictions

6. *Sign Specific Standards*

(a) *Sandwich Board*

A sandwich board shall not reduce clear path on a sidewalk below four feet in width.

(b) *Marquee*

A marquee shall project between four and 10 feet from a building, and the sign of letter copy on the marquee shall be at least three feet in height.

(c) *Upper Building*

An upper building sign is permitted on a building that is at least 10 stories in height, in accordance with the following:

(1) Two upper building signs may be installed on two separate facades.

(2) The sign shall be installed at least 40 feet above grade

(3) The sign shall comply with the following dimensions:

a. Maximum height of 80 percent of the width of the building wall;

b. Maximum of one horizontal or vertical line of letter or symbols;

c. Maximum font size of eight feet, in any dimension;

d. Maximum logo or emblem size of 10 feet, in any dimension.

(4) The sign shall identify the building or the name of one tenant of the building.

(d) *Monument Sign*

A monument sign shall have a maximum height of six feet, where and a base at least two-thirds (⅔) of the sign width.

(e) *Banner*

A banner shall comply with the standards in Chapter 64, Article 4.

Figure 5.1: Sign Standard Illustration

7. *Abandoned Signs*

An abandoned sign shall be removed within 90 days from the date official notice is given by the Director of Planning. Permanent on-site signs applicable to a business temporarily suspended because of a change in ownership or management of such business shall not be deemed abandoned unless the property remains vacant for at least six months.

Section 6. Frontage Standards

A. Frontage Types Established

The frontage in Table 6.1: Frontage Types are established:

Table 6.1: Frontage Types	
Frontage Type	**Section 6.___**
Lawn Frontage Type	F
Terrace Frontage Type	G
Stoop Frontage Type	H
Common Entry Frontage Type	I
Pedestrian Forecourt Frontage Type	J
Vehicular Forecourt Frontage Type	K
Gallery Frontage Type	L
Shopfront Frontage Type	M

B. Allowed and Required Frontage Types

1. When new development or substantial improvements to existing buildings are proposed, or when the primary frontage of the property is designated to another abutting street, a property owner shall designate the frontage type that applies to the building in accordance with the requirements in Table 6.2: Building Frontage Types Allowed based on the applicable sub-district.

2. No frontage designation is required for work involving new additions to existing buildings that do not constitute substantial improvements.

3. If buildings have multiple frontages or multiple buildings are located on one property, the same frontage type shall be selected for all frontages.

4. A shopfront frontage is required for all ground-floor commercial uses that front the A-Street portions of Dauphin, Conti, and St. Joseph's Streets.

Table 6.2: Building Frontage Types Allowed							
Frontage Types	**T-6**	**T-5 (both)**	**T-4**	**T-3**	**Municipal**	**Open**	**SD-WH**
Lawn			●	●	●	●	●
Terrace		●	●	●	●	●	●
Stoop	●	●	●		●	●	●
Common Entry		●	●		●	●	●

Table 6.2: Building Frontage Types Allowed							
Pedestrian forecourt	●	●			●	●	●
Vehicular forecourt	●				●	●	●
Gallery	●	●			●	●	
Shopfront	●	●	●		●	●	●
● = Permitted							

C. General Frontage Standards

1. At least 80 percent of the frontage in the T-5.1 sub-district and 100 percent of the T-5.2 and T-6 sub-districts shall be built out to the zone between the minimum setback and maximum setback for both the primary and secondary frontages, or shall contain a streetscreen that:

   (a) Is between four and eight feet in height;

   (b) Contains openings for vehicular access that are no more than 30 feet in width;

   (c) Is made of brick, stone, stucco over masonry, iron, steel, or aluminum that appears to be iron; and

   (d) If not opaque, includes landscape plantings, such as a hedge, evergreen fines, or other evergreen planting materials, that increase the opacity of the streetscreen.

2. Except in the Municipal and Open sub-districts, each frontage shall contain no more than one walkway a maximum of five feet in width that provides access to primary and secondary entrances. In the Municipal and Open sub-districts, there are no restrictions on walkway width or the number of walkways.

3. The first floor may be elevated above the maximum established in this section where the 100-year flood plain (AE) and 500-year flood plain (X-shaded) standards require additional elevation.

D. Encroachments

Encroachments into the right-of-way are provided in accordance with the following:

1. A balcony may project three feet from the façade and may extend into the right-of-way, subject to a permit and right-of-way use agreement from the city engineer.

2. Other encroachments or permanent structures greater than three feet in height constructed in the right of way may be permitted, subject to a permit and right-of-way use agreement from the city engineer who may require that the property owner procure and maintain general liability insurance that names the city as an additional insured.

3. Awnings, marquees, or canopies may extend into the right-of-way, except that a canopy supported by a pole or column in the right of way shall require a permit and a right-of-way use agreement from the city engineer and shall not extend within two feet of a curb.

E. Additions to Existing Buildings

Additions to existing buildings shall comply with the following frontage standards:

1. *General Standards*

   (a) Existing buildings that are nonconforming with respect to the frontage standards of the DDD code are not required to meet frontage type requirements unless the frontage is reoriented so that the principal entrance to the façade faces a different primary frontage street.

   (b) Additions to existing buildings may match the foundations, porch depth, and finished floor elevations of the existing building.

   (c) Porches, stairs, stoops, and ramps that are added to existing buildings may encroach into the front setback in accordance with the following:

(1) All such features may encroach up to 50 percent of the front setback depth in the T-3 sub-district, and 100 percent in all other sub-districts.

(2) Porches shall be at least eight feet deep in the T-3 sub-district, and five feet deep in the T-4 sub-district.

(d) Alterations to existing facades facing a frontage shall not reduce the percentage of the façade that is transparent below the percentage transparency of the existing façade or the percentage transparency required for the applicable frontage type, whichever is less.

2. *Specific Standards*

(a) *Additions to Existing Buildings in T-3 Sub-District*

Additions to existing buildings in the T-3 sub-district shall comply with the standards in Table 6.3: Additions to Existing Buildings in T-3 Sub-District.

Table 6.3: Additions to Existing Buildings in T-3 Sub-District

Standard	Value
Finished floor elevation	Match existing structure, or between 16 and 48 inches above average grade along the front property line
Front yard terrace	Raised up to 36 inches above sidewalk grade, to form a terrace
Fence or wall	Permitted along front property line and side lot lines to façade of building, with maximum height of four feet
Shopfront	Prohibited
Gallery	Prohibited

(b) *Additions to Existing Buildings in T-4 Sub-District*

Additions to existing buildings in the T-4 sub-district shall comply with the standards in Table 6.4: Additions to Existing Buildings in T-4 Sub-District.

Table 6.4: Additions to Existing Buildings in T-4 Sub-District

Standard	Value
Finished floor elevation	Match existing structure, or between 16 and 48 inches above average grade along the front property line. If shopfront is incorporated, may be at sidewalk level
Front yard terrace	Raised up to 36 inches above sidewalk grade, to form a terrace
Fence or wall	Permitted along front property line and side lot lines to façade of building, with maximum height of four feet and with or without masonry piers
Paving	Frontage may be paved up to 100 percent of area, using unit masonry or concrete
Shopfront	Permitted
Gallery	Prohibited

(c) *Additions to Existing Buildings in T-5 Sub-District*

Additions to existing buildings in the T-5 sub-district shall comply with the standards in Table 6.5: Additions to Existing Buildings in T-5 Sub-District.

Table 6.5: Additions to Existing Buildings in T-5 Sub-District

Standard	Value
Finished floor elevation	Match existing structure, or up to 30 inches above average grade along the front property line.
Front yard terrace	Raised up to 20 inches above sidewalk grade, to form a terrace
Fence or wall	Permitted along front property line and side lot lines to façade of building, with maximum height of four feet and with or without masonry piers. Wood fences prohibited in T-5.2 sub-district
Walkways	One per building entrance with a maximum width of five feet, except if a stoop frontage or common entry frontage is provided in accordance with Section 6.H, Stoop Frontage Type, or Section 6.I, Common Entry Frontage Type, respectively
Paving	Frontage may be paved up to 100 percent of area, using unit masonry or concrete
Courtyard (primary entry only)	May be incorporated into frontage with a portion of the façade recessed beyond the maximum front setback, and a maximum area of 600 square feet.
Shopfront	Permitted
Gallery	Permitted

(d) *Additions to Existing Buildings in T-6 Sub-District*

Additions to existing buildings in the T-6 sub-district shall comply with the standards in Table 6.6: Additions to Existing Buildings in T-6 Sub-District.

Table 6.6: Additions to Existing Buildings in T-6 Sub-District

Standard	Value
Finished floor elevation	Match existing structure, or up to 30 inches above average grade along the front property line.
Front yard terrace	Raised up to 20 inches above sidewalk grade, to form a terrace
Fence or wall	Permitted along front property line and side lot lines to façade of building, with maximum height of four feet and with or without masonry piers. Wood fences prohibited
Paving	Frontage may be paved up to 100 percent of area, using unit masonry or concrete
Courtyard (primary entry only)	May be incorporated into frontage with a portion of the façade recessed beyond the maximum front setback, and a maximum area of 1,600 square feet.
Shopfront	Permitted
Gallery	Permitted

(e) *Additions to Existing Buildings in Municipal and Open Sub-Districts*

Additions to existing buildings in the Municipal and Open sub-districts shall comply with the standards in Table 6.7: Additions to Existing Buildings in Municipal and Open Sub-Districts.

Table 6.7: Additions to Existing Buildings in Municipal and Open Sub-Districts

Standard	Value
Finished floor elevation	Match existing structure, up to 30 inches above average grade along the front property line, or as required to meet minimum flood elevation requirements.
Front yard terrace	Raised up to 20 inches above sidewalk grade, to form a terrace
Fence or wall	Permitted along front property line and side lot lines to façade of building, with maximum height of ten feet and with or without masonry piers.
Paving	Frontage may be paved up to 100 percent of area, using unit masonry, concrete, asphalt, or aggregate
Courtyard (primary entry only)	May be incorporated into frontage with a portion of the façade recessed beyond the maximum front setback, and a maximum area of 1,600 square feet.
Shopfront	Permitted
Gallery	Permitted

(f) *Additions to Existing Buildings in SD-WH Sub-District*

Additions to existing buildings in the SD-WH sub-district shall comply with the standards in Table 6.8: Additions to Existing Buildings in SD-WH Sub-District.

Table 6.8: Additions to Existing Buildings in SD-WH Sub-District

Standard	Value
Finished floor elevation	Match existing structure, or up to 30 inches above average grade along the front property line.
Front yard terrace	Raised up to 20 inches above sidewalk grade, to form a terrace
Fence or wall	Iron fence permitted along front property line and side lot lines to façade of building, with maximum height of six feet and with or without masonry piers.
Paving	Frontage may be paved up to 100 percent of area, using unit masonry or concrete
Courtyard (primary entry only)	May be incorporated into frontage with a portion of the façade recessed beyond the maximum front setback, and a maximum area of 1,600 square feet.
Shopfront	Permitted
Gallery	Prohibited

F. Lawn Frontage Type

1. *General Characteristics*

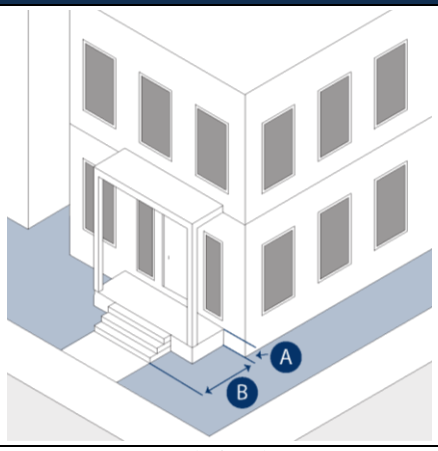
In the lawn frontage type, the façade is set back from the front property line with the first story elevated from the sidewalk for privacy and principal entry accessed by a porch or stoop.

2. *Standards*

Development using a lawn frontage type shall comply with the standards in Table 6.9: Lawn Frontage Type Standards.

Table 6.9: Lawn Frontage Type Standards

Site features		Applicable Sub-districts							
		T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (min | max)	A			●	●			●	16 in | 48 in (measured from average grade at property line)
						●	●		As required to comply with flood elevation requirements
Encroachment depth (max)									
Porches, stairs, ramps	B				●				50 percent of front setback depth, min porch depth of 8 ft
				●					100 percent of front setback depth, min porch depth of 4 ft
Bay windows, roof overhangs, cornices, windows and door surrounds, other façade decorations	B			●	●	●	●	●	2 ft
Stoops	B			●	●	●	●	●	4 ft (may be covered by a roof structure supported by columns or wall brackets)
Fences and Walls									
Front property line and side lot lines to façade of building, max height				●	●	●	●	●	4 ft
Along side and rear property lines behind front façade, max height				●	●				8 ft
						●	●	●	10 ft
Permitted materials				●	●			●	Fences: wood picket, wood slat, wood lattice, or wrought iron style made of iron, steel or aluminum. Walls: brick, stone or stucco over masonry
						●	●		All materials permitted
Frontage									
Walkways				●	●			●	One per frontage, max width 5 ft
						●	●		Unlimited number and width
Building foundations				●	●			●	Brick stone, or stucco pier and inset fill-panel construction, or chain wall construction with panels inset to resemble pier and infill panel construction. Infill between piers shall be brick, stone, stucco, wood lattice, or vertical wood picket and shall be recessed so that piers protrude from the infill
						●	●		No limitations



G. Terrace Frontage Type

1. *General Characteristics*

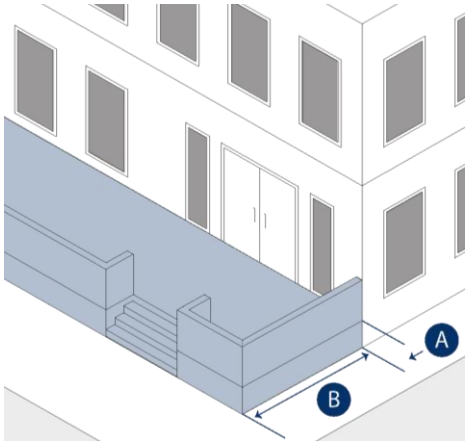
In the terrace frontage type, the façade is set back from the front property line by an elevated patio. A terrace frontage may include all elements of a shopfront frontage (see subsection L below) at the level of the terrace.

2. *Standards*

Development using a terrace frontage type shall comply with the standards in Table 6.10: Terrace Frontage Type Standards.

Table 6.10: Terrace Frontage Type Standards

Site features		Sub-districts: T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (min | max)	A		●	●	●			●	20 in | 36 in (measured from average grade at property line)
						●	●		As required to comply with flood elevation requirements
Terrace standards									
Elevation (min | max)	A		●	●	●	●	●	●	20 in | 36 in
Required encroachment			●	●	●	●	●	●	100 percent of width of façade, at primary frontage, except where driveways are permitted
Depth (max)	B		●	●	●	●	●	●	8 ft (may extend to front property line)
Surfacing			●			●	●	●	Paved or unpaved, with unit masonry or concrete
				●	●				Paved or landscaped
Fences and Walls									
Where allowed			●	●	●	●	●	●	Only where necessary as part of terrace structure or to provide a safety railing
Materials			●	●	●			●	Fences: Wrought iron style made of iron, steel or aluminum. Walls: brick, stone or stucco over masonry
						●	●		All materials permitted
Awnings									
Material and Type			●	●	●	●	●	●	Fabric, fixed or movable
Primary frontage, span	Ground floor		●	●	●	●	●	●	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors		●	●	●	●	●	●	Shall cover only a window/door and match width of window/door
Primary frontage, projection			●	●	●	●	●	●	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft
Secondary frontages			●	●	●	●	●	●	Permitted only over doors, max 6 feet projection
Clearance			●	●	●	●	●	●	Min 8 ft over sidewalk or terrace, set back at least 2 ft from curb
Frontage									
Walkways				●					One per secondary entrance, max width 5 ft
Building foundations			●	●	●			●	Brick stone, or stucco pier and inset fill-panel construction, or chain wall construction with panels inset to resemble pier and infill panel construction. Infill between piers shall be brick, stone, stucco, wood lattice, or vertical wood picket and shall be recessed so that piers protrude from the infill
						●	●		No limitations



H. Stoop Frontage Type

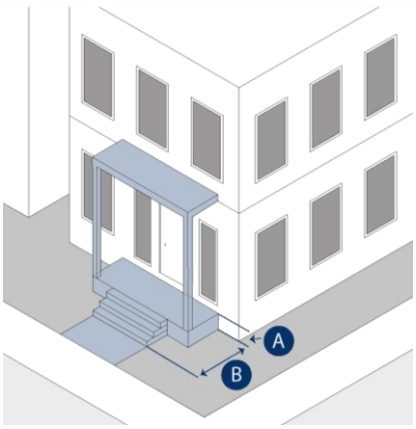
1. *General Characteristics*

In the stoop frontage type, the building façade is aligned close to the front property line with the first story elevated from the sidewalk for privacy, and an exterior stair and landing at the building entrance.

2. *Standards*

Development using a stoop frontage type shall comply with the standards in Table 6.11: Stoop Frontage Type Standards.

Table 6.11: Stoop Frontage Type Standards

Site features		Sub-districts							
		T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (min | max)	A	●	●	●				●	20 in | 36 in (measured from average grade at property line)
						●	●		As required to comply with flood elevation requirements
Stoop standards									
Stoop required		●	●	●		●	●	●	Stoop is required to be provided at the primary entrance. Stoops at secondary entrances may be provided
Elevation (min | max)	A	●	●	●		●	●	●	20 in | 36 in above sidewalk grade
Depth (min | max)	B	●	●	●		●	●	●	4 ft | 6 ft
Encroachment, Stoop		●	●	●		●	●	●	Stoop encroach into front setback at principal entrance or be recessed into the building façade
Encroachment, Steps									Steps that provide access to porch or stoop may encroach up to property line
Coverage		●	●	●		●	●	●	Optional roof structure supported by columns or wall brackets
Fences and Walls									
General Standards				●					Iron fence with or without masonry piers at front property line is permitted
Walkways									
Walkways				●					One permitted per entrance, with a maximum width of 5 ft
Frontage									
Surfacing		●	●	●		●	●	●	Frontage may be paved up to 100 percent of area, using unit masonry or concrete

I. Common Entry Frontage Type

1. *General Characteristics*

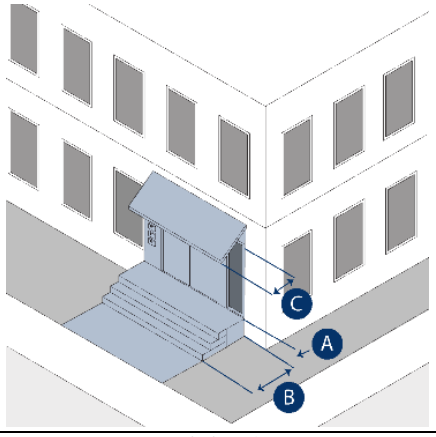
In the common entry frontage type, a single point of entry is provided for multiple units or uses in a single building. A common entry frontage may include all elements of a shopfront frontage (see subsection L below) at the level of the sidewalk.

2. *Standards*

Development using a common entry frontage type shall comply with the standards in Table 6.12: Common Entry Frontage Type Standards.

Table 6.12: Common Entry Frontage Type Standards

Site features		Sub-districts: T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (min | max)	A		●	●				●	n/a | 30 in (measured from average grade along the facade)
						●	●		As required to comply with flood elevation requirements
Encroachment depth (max)									
Stairs	B		●	●		●	●	●	May encroach up to property line
Fences and Walls									
General Standards				●					Fence made of iron, steel, or aluminum that appears to be iron, with or without masonry piers, at front property line is permitted
Awnings									
Material and Type			●	●		●	●	●	Fabric, fixed or movable
Primary frontage, span — Ground floor			●	●		●	●	●	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
Primary frontage, span — Other floors			●	●		●	●	●	Shall cover only a window/door and match width of window/door
Primary frontage, projection	C		●	●		●	●	●	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft
Secondary frontages			●	●		●	●	●	Permitted only over doors, max 6 feet projection
Clearance			●	●		●	●	●	Min 8 ft over sidewalk or terrace, set back at least 2 ft from curb
Walkways				●					One permitted per entrance, with a maximum width of 5 ft
Frontage									
Surfacing			●	●		●	●	●	Frontage may be paved up to 100 percent of area, using unit masonry or concrete



J. Pedestrian Forecourt Frontage Type

1. *General Characteristics*

In the pedestrian forecourt frontage type, a portion of the facade is close to the front property line and remaining facade is set back from the front property line to create an entry courtyard. A pedestrian forecourt frontage may include all elements of:

(a) A gallery frontage (see subsection L below), except within the entry courtyard; and

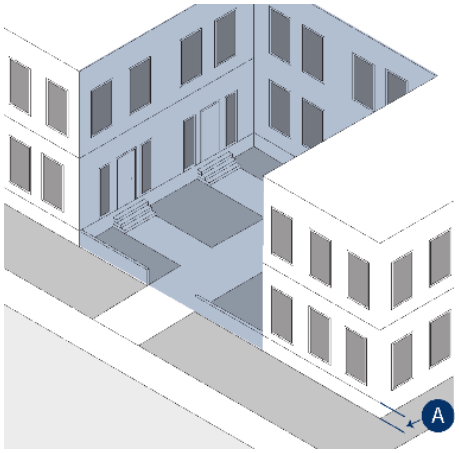
(b) A shopfront frontage (see subsection L below) along front property lines and within the entry courtyard.

2. *Standards*

Development using a pedestrian forecourt frontage type shall comply with the standards in Table 6.13: Pedestrian Forecourt Frontage Type Standards.

Table 6.13: Pedestrian Forecourt Frontage Type Standards

Site features			Sub-districts: T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (min | max)		A	●	●					●	18 in (except 0 in at entry) (measured from average grade along the facade)
							●	●		As required to comply with flood elevation requirements
Entry courtyard										
Location			●	●			●	●	●	Principal entrance
Area, max			●	●					●	600 sq ft
							●	●		1,600 sq ft
Design			●	●			●	●	●	Bound by building facades on at least two sides
Build out			●	●			●	●	●	The width of the entry courtyard shall count towards frontage build out (see Section 6.C.1 above)
Awnings and canopies										
Material and Type	Awning		●	●			●	●	●	Fabric, fixed or movable
	Canopy		●	●			●	●	●	Fixed, metal or wood
Awnings and canopies, primary frontage, span	Ground floor		●	●			●	●	●	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors		●	●			●	●	●	Shall cover only a window/door and match width of window/door
Awnings and canopies, primary frontage, projection			●	●			●	●	●	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft
Awnings and canopies, secondary frontages			●	●			●	●	●	Permitted only over doors, max 6 feet projection
Awnings and canopies, setback			●	●			●	●	●	Set back at least 2 ft from curb
Clearance			●	●			●	●	●	Min 8 ft over sidewalk



K. Vehicular Forecourt Frontage Type

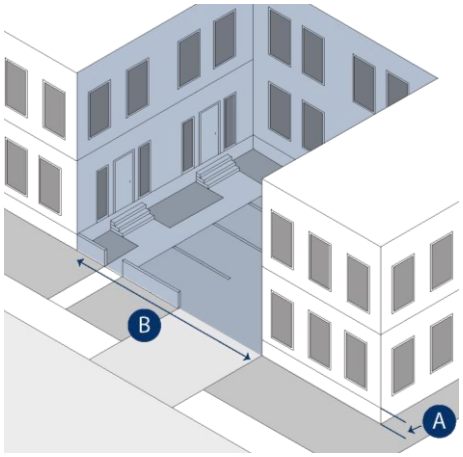
1. *General Characteristics*

In the vehicular forecourt frontage type, portion of the facade is close to the front property line and remaining facade is set back from the front property line to create an entry courtyard for vehicular access

2. *Standards*

Development using a vehicular forecourt frontage type shall comply with the standards in Table 6.14: Vehciular Forecourt Frontage Type Standards.

Table 6.14: Vehciular Forecourt Frontage Type Standards

Site features		Sub-districts							
		T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (max)	A	●						●	18 in (except 0 in at entry) (measured from average grade along the facade)
						●	●		As required to comply with flood elevation requirements
Entry courtyard									
Location		●				●	●	●	Principal entrance
Area, max		●				●	●	●	1,600 sq ft
Width, max	B	●				●	●	●	50% of width of facade
Design		●				●	●	●	Bound by building facades on at least two sides
Surfacing		●				●	●	●	Paved or unpaved, with unit masonry or concrete
Build out									The width of the entry courtyard shall count towards frontage build out (see Section 6.C.1 above)
Awnings and canopies									
Material and type	Awning		●				●	●	●	Fabric, fixed or movable
	Canopy									Fixed, metal or wood
Awnings, primary frontage, span	Ground floor		●				●	●	●	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors		●				●	●	●	Shall cover only a window/door and match width of window/door
Awnings, primary frontage, projection			●				●	●	●	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft Awnings on vehicular forecourt frontages may extend 12 feet except where installed as a porte-cochere in which case the maximum depth is 30 feet.
Awnings, secondary frontages			●				●	●	●	Permitted only over doors, max 6 feet projection
Awnings, setback			●				●	●	●	Set back at least 2 ft from curb
Clearance			●				●	●	●	Min 8 ft over sidewalk

L. Gallery Frontage Type

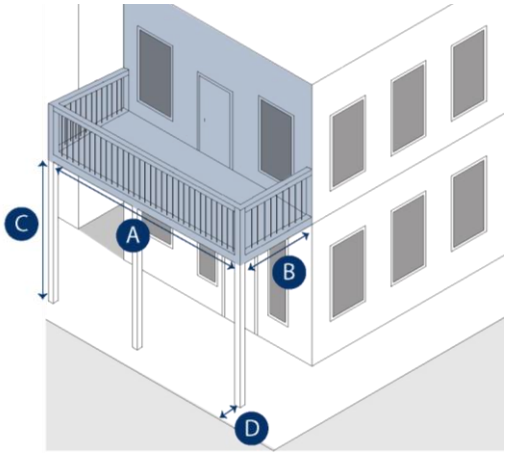
1. *General Characteristics*

In the gallery frontage type, the façade is aligned close to the front property line with an attached lightweight colonnade overlapping the sidewalk.

2. *Standards*

Development using a gallery frontage type shall comply with the standards in Table 6.15: Gallery Frontage Type Standards. A gallery frontage may include all elements of a shopfront frontage.

Table 6.15: Gallery Frontage Type Standards

Site features		Sub-districts							
		T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (max)	A	●	●						18 in (except 0 in at entry) (measured from average grade along the facade)
						●	●		As required to comply with flood elevation requirements
Gallery, general									
Depth, min.	B	●	●			●	●		7 ft
Height, min.	C	●	●			●	●		12 ft
Encroachment	B	●	●			●	●		May encroach within public right-of-way with a right-of-way permit, provided a minimum 5-ft-wide clear pedestrian path is maintained along the public sidewalk
Span, min.		●	●						80% of façade without gaps
Columns		●	●						Required, centered on spandrel beam, constructed of round metal, diameter of between 3 and 6 in, with a base, shaft, and capital. Upper story columns and railing posts shall align with columns below
Column, location	B D	●	●						Min. 7 ft from façade, Min. 2 ft from curb
Gallery deck, configuration		●	●						Max 9 inches thick (including all structures and surface) and exposed
Gallery deck, location		●	●						Located above top of transom windows
Gallery, materials		●	●						Upper story railings shall be painted metal
Lighting		●	●			●	●		Where a gallery interrupts street lighting, a minimum of one-half (1/2) foot candle of lighting shall be provided within the gallery
Frontage									
Walkways									One per secondary entrance, max width 5 ft
Building foundations		●	●						Brick stone, or stucco pier and inset fill-panel construction, or chain wall construction with panels inset to resemble pier and infill panel construction. Infill between piers shall be brick, stone, stucco, wood lattice, or vertical wood picket and shall be recessed so that piers protrude from the infill
						●	●		No limitations
Surfacing		●	●			●	●		Frontage may be paved up to 100 percent of area, using unit masonry or concrete

M. Shopfront Frontage Type

1. *General Characteristics*

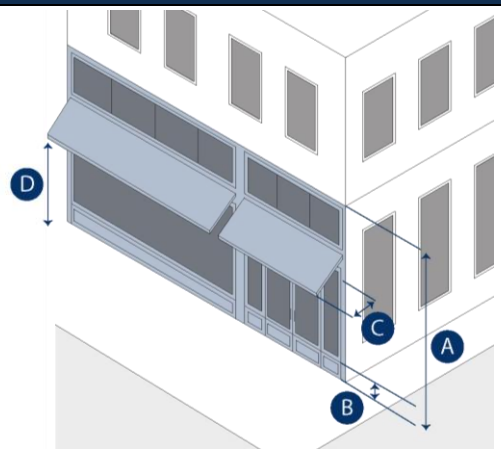
(a) In the shopfront frontage type, the building facade at the ground floor is substantially glazed to provide visibility into interior spaces. Shopfronts may include display cases that project forward and recessed entries.

(b) Shopfront frontages may be used alone as a frontage type or in combination with other frontage types.

2. *Standards*

Development using a shopfront frontage type shall comply with the standards in Table 6.16: Shopfront Frontage Type Standards. In addition, ground-floor movable commercial uses may utilize the public sidewalk for seating, serving, displays of merchandise, and other business-related activities as long as a five-foot minimum clear sidewalk passage is maintained.

Table 6.16: Shopfront Frontage Type Standards

Site features			Sub-districts: T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
										
Finished floor elevation, first floor (max)			●	●	●				●	18 in (except 0 in at entry) (measured from average grade along the facade)
							●	●		As required to comply with flood elevation requirements
Shopfront, design										
Configuration			●	●	●				●	Shall be designed with a bulkhead, display window, and transom (see Figure 6.1: Shopfront Design Illustration)
Height (min)		A	●	●	●				●	16 ft (measured from grade to top of base cornice)
Bulkhead, height (min | max)		B	●	●	●				●	18 in | 30 in
Transom windows, configuration			●	●	●				●	Include dividing muntins and no signage
Signs			●	●	●				●	Individual storefront signs that are mounted onto the façade shall be installed above transom window
Recessed entry			●	●	●		●	●	●	May be recessed up to 8 ft from façade
Shopfront, Transparency, and coverage										
Transparency of shopfront area, min.			●	●	●		●	●	●	Min 50% along each frontage, calculated by the width of the frontage and the area between the sidewalk grade and bottom of the second floor or roof structure
Coverage, min	Primary frontage		●	●	●		●	●	●	80 percent of frontage length
	Secondary frontage		●	●	●		●	●	●	30 percent of frontage length
Awnings and canopies [1]										
Material and type	Awning		●	●	●		●	●	●	Fabric, fixed or movable
	Canopy		●	●	●		●	●	●	Fixed, metal or wood
Awnings, primary frontage, span	Ground floor		●	●	●		●	●	●	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors		●	●	●		●	●	●	Shall cover only a window/door and match width of window/door
Awnings, primary frontage, projection		C	●	●	●		●	●	●	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft
Awnings, secondary frontages			●	●	●		●	●	●	Permitted only over doors, max 6 feet projection
Awnings, setback			●	●	●		●	●	●	Set back at least 2 ft from curb
Clearance		D	●	●	●		●	●	●	Min 8 ft over sidewalk
Frontage										
Surfacing			●	●	●		●	●	●	Frontage may be paved up to 100 percent of area, using unit masonry or concrete

[1] Awnings and canopies are only permitted on shopfront frontages that are not combined with other frontage types.

Figure 6.1: Shopfront Design Illustration

	Cornice: Trim required at the eave or top of parapet. May include one or more habitable floors for buildings over six stories. *Shaft:* Determined by the building height. *Base:* A minimum of 16 feet in height as measured from the average sidewalk grade at the building frontage. For buildings over six stories, the base should extend to the vertical extent of the second story

Section 7. Building Design and Material Standards

A. General Standards

1. All openings, including but not limited to porches, galleries, doors, and windows, with the exception of shopfronts, shall be square or vertical in proportion.

2. If multiple exterior materials are used on a single building, the materials shall be combined on each facade horizontally, with heavier material below lighter material.

3. A building shall use the following exterior finish materials:

   (a) Wood or cementitious clapboard;

   (b) Shingles;

   (c) Board and batten;

   (d) Stucco;

   (e) Brick;

   (f) Stone; or

   (g) Alternate materials approved in accordance with Section 2.B.1(d), Administrative Deviations.

B. Orientation

A building façade shall be parallel to the primary front property line, except within 20 feet of corners, with the primary building entrance through the façade.

C. Foundation Standards

1. *Applicability*

(a) The standards of this section apply to development in the T-3, T-4, T-5, T-6, and SD-WH sub-districts, except as provided in subsection (b) below.

(b) The standards of this section do not apply to:

(1) Slab-on-grade construction in the common entry, pedestrian forecourt, vehicular forecourt, gallery, and shopfront frontage types; or

(2) Foundations of new additions to existing buildings, which may match the material and design of the foundation of the existing building.

2. *Foundation Specifications and Materials*

(a) *Raised Foundations*

In the T-3, T-4, T-5, T-6, and SD-WH sub-districts, raised foundations shall be one of the following:

(1) Pier and fill-panel construction;

(2) Chain wall construction with panels inset to resemble pier and infill panel construction; or

(3) Raised slab foundations with piers faced with brick, stone, or stucco

(b) *Lattice Foundations*

If used in the T-3, T-4, T-5, T-6, and SD-WH sub-districts, lattice shall be hung below the skirt board or siding between the piers and framed with trim and shall not be secured to the face of the foundation.

(c) *Solid Infill*

In the T-3, T-4, T-5, T-6, and SD-WH sub-districts, solid infill between the piers shall be recessed.

(d) *Material Standards*

A building foundation shall use the materials listed as permitted in Table 7.1: Foundation Materials, based on the applicable sub-district.

Table 7.1: Foundation Materials

Materials	T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH
Brick	●	●	●	●	●	●	●
Stone	●	●	●	●	●	●	●
Stucco	●	●	●	●	●	●	●
Metal infill					●	●	
Plywood panels					●	●	
Mineral board panels					●	●	
Plastic or vinyl sheeting					●	●	
Unfinished concrete block					●	●	
Wood piers					●	●	
Imitation brick or stone					●	●	
Vinyl lattice					●	●	
● = Permitted							

D. Transparency Standards

1. Except for buildings located in a SD-WH district fronting Beauregard Street between Saint Joseph Street, North Water Street and North Lawrence Street, all building Facades along public frontages shall have a minimum of 20 percent transparency measured on each floor, except as otherwise provided in this Ordinance for specific frontage types.

2. Reflective glass may not be used to meet the standards of this subsection D within the first six stories above ground level.

3. Opaque and spandrel glass may not be used to meet the transparency standards of this subsection D.

4. Tinted glass may be used, provided the visible transmittance rating is no less than the minimum required to meet the standards of the building code. In lieu of tinting, the use of awnings to address solar gain is preferred.

5. Security bars on windows or doors shall not be visible from the street.

E. Roof Standards

A roof shall use the materials listed as permitted in Table 7.2: Roof Materials, based on the applicable sub-district.

Table 7.2: Roof Materials

Materials	T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH
Tile	●	●	●	●	●	●	●
Standing seam metal	●	●	●	●	●	●	●
Metal shingles	●	●	●	●	●	●	●
Five v-crimp	●	●	●	●	●	●	●
Asphalt, fiberglass, cement fiber, wood, or slate shingles	●	●	●	●	●	●	●
Built-up or membrane roofing	[1]	[1]	[1]	[1]	[1]	[1]	[1]
Corrugated fiberglass					●	●	
Asphalt roll roofing					●	●	
Corrugated metal					●	●	
Panel and batten					●	●	
Colored metal					●	●	
All other materials					●	●	

● = Permitted

[1] Build-up or membrane roofing shall only be used on roofs with slopes less than 3:12 rise:run where hidden from view from the public right-of-way.

Section 8. Nonconformities

A. Uses

1. *Continuance of Nonconforming Uses*

(a) Except as provided in this section, a lawfully operating nonconforming use may continue operating, as the use existed on May 13, 2014, or on the date that an amendment to the DDD made the use nonconforming.

(b) The number of dwelling units in a nonconforming dwelling use shall not be increased over the number of dwelling units existing in the nonconforming use on May 13, 2014.

2. *Existing Parking Lots*

The following standards apply to parking lots in existence as of May 13, 2014, which were required comply with the screening and masking standards of the DDD code no later than May 31, 2018.

(a) Parking lots existing as of May 13, 2014 shall comply with the standards in Section 5.B.1(a), Perimeter Masking, except that the parking lots may use existing vegetative buffers that accomplish the intent of Section 5.B.1(a) and are maintained to retain the effectiveness of the masking .

(b) Parking lots existing as of May 13, 2014 along Broad, Beauregard, Water and Canal Streets shall comply with the standards of Section 5.B.1(a), Perimeter Masking following the city's completion of physical improvements along the streets adjacent to the property.

(c) Location of required masking is subject to line-of-sight review and approval by traffic engineering.

(d) A parking lot that fails to conform with the standards of this section shall be deemed an unlawful use and shall be discontinued.

3. *Expansion or Enlargement of Nonconforming Uses*

A nonconforming use may be expanded or enlarged only within the premises on which such nonconforming use was located on May 13, 2014, or on the date that an amendment to the DDD made the use nonconforming. Premises as used in this paragraph shall mean the building in which the use is being carried on and the accessory buildings, appurtenances, driveways, parking and loading spaces, and the curtilage thereof.

4. *Abandonment of Nonconforming Uses*

A nonconforming use that has been abandoned or discontinued for a period of two years shall not be re-established.

B. Structures

1. *Continuance of Nonconforming Structures*

Except as provided in this section, any nonconforming structure may be occupied, operated, and maintained in a state of good repair.

2. *Expansion or Enlargement of Nonconforming Structures*

A nonconforming structure may be expanded or enlarged if the enlargement or expansion conforms to the requirements of the DDD code.

3. *Restoration of Damaged Nonconforming Structures*

A nonconforming structure damaged in any manner and from any cause whatsoever may be restored, provided the restoration is begun within one year and completed within two years of the date of the damage. The Board of Adjustment may grant an extension of the one-year or two-year period upon application and showing of hardship.

Section 9. Definitions and Rules of Construction

A. Building Height

1. Building height shall be interpreted in accordance with Table 9.1: Building Floor Height, and the following:

(a) Stories shall be measured from finished floor to finished ceilings.

(b) Unfinished attics shall not be included in building height measurement.

Table 9.1: Building Floor Height		
	Floor Height (feet)	
Floor and Use	**Minimum**	**Maximum**
Ground floor, residential use	10	18
Ground floor, nonresidential		
SD-WH sub-district	14	25
All other sub-districts	14	35
Above ground floor, all uses	8	14

2. Buildings and parking structures shall not exceed the maximum height in the applicable sub-district and location in Table 9.2: Maximum Building and Parking Structure Height, except that a parking structure that is attached to a building or buildings for at least 50 percent of the total building perimeter and 80 percent of the building perimeter along a street frontage may exceed the listed height provided it does not exceed the eave height of the attached building or buildings.

Table 9.2: Maximum Building and Parking Structure Height		
Sub-district and frontage	**Maximum building height (stories)**	**Maximum parking structure height (feet)**
T-3		
Civic Center site	3	n/a
All other T-3 lands	2	n/a
T-4	2	n/a
T-5.1	3	34
T-5.2		
Fronting Bienville Sq	8	60
Fronting west side of Clairborne Street on Civic Center site	16	80
All other T-5.2 lands	5 stories	60
T-6	No maximum	80
Municipal	4	60
Open	4	n/a
SD-WH	6	60

B. Definitions

The definitions in this section apply throughout the DDD unless otherwise specified and are listed in alphabetical order.

A-Streets

Those thoroughfares that by virtue of the pre-existing pedestrian supportive qualities, or their future importance to pedestrian connectivity, are held to the highest standards prescribed by this Code. See “B-streets.”

Accessory dwelling unit

A secondary, independent living facility located in, or on the same lot as, a single-family residence. This includes a building or part of a building that provides complete independent living facilities, including a kitchen, living room, bathroom, and bedroom, and that is attached to the principal dwelling or a detached building on the same lot.

Alley

A right-of-way located between rear or side property lines, which provides access to adjacent properties.

Automotive

A building use category pertaining to the sale, servicing or parking of trucks and automobiles.

Arcade

A series of piers topped by arches that support a permanent roof over a sidewalk.

Architectural Review Board or ARB

The architectural review board established by Chapter 44 of the City Code.

Attic

The interior part of a building contained within a pitched roof structure.

Awning

A fixed or movable, lightweight, rigid skeleton structure over which a covering is attached that provides weather protection and is wholly supported by the building to which it is attached.

B-Streets

Those thoroughfares that by virtue of their use, location, or absence of pre-existing pedestrian supportive qualities, may meet a standard lower than that of A-streets. See “A-streets.”

Balconies

An open habitable portion of an upper floor that extends beyond or is recessed within a building's exterior wall that is not supported from below by vertical columns or piers but is instead supported by either a cantilever or brackets.

Banner

Any sign of lightweight fabric or similar material that is securely mounted to a building.

Bar

A retail, theater, or entertainment establishment with an occupancy load of more than 100 persons that serves alcohol.

Blade sign

A sign made from rigid material mounted perpendicular to a building wall with one side attached or supported by a device extending from a building wall.

Brewpub

An establishment licensed as and meeting the qualifications of a brewpub under the state alcoholic beverage control laws, including title 28, Chapter 4A of the Code of Ala. 1975, as amended.

Building height

The vertical distance from grade to the highest finished roof surface in the case of flat roofs, or to a point at the average height of roofs having a pitch of more than one foot in four and one-half (4½) feet. In the Spring Hill Overlay (UDC Article 13) and DDD, the vertical extent of a building measured in stories, from finished grade.

Building placement

The placement of a building on its property.

Building sign

A sign displayed upon or attached to any part of the exterior of a building, including, but not limited to, walls, doors, parapets, awnings, and mansards.

Bulkhead

The portion of a building's façade that is closest to the ground.

By right

Characterizing a proposal or component of a proposal that complies with this Code and is permitted and processed administratively, without public hearing.

Cafe

A restaurant, bar, theater, or entertainment venue with less than one-hundred-person occupancy load.

Canopy

A rigid structure over which a covering is attached that provides weather protection and is supported by the building to which it is attached, and which may or may not be attached to the ground at the outer end by at least one column or post.

Chapter

A reference to the Code of the City of Mobile, Alabama, 1991.

Civic parking reserve

A parking structure or parking lot with no less than 20 percent of total parking spaces available to the general public for parking. Parking may be free of charge, or a fee may be charged for parking.

Civic support

Private and non-profit functions that provide essential supports to the municipality.

Colonnade

A roofed structure, extending over the sidewalk and open to the street except for supporting columns or piers.

Complete demolition

The razing of one or more structure(s).

Commercial

The term collectively defining workplace, office, retail and restaurant uses.

Configuration

The form of a building, based on its massing, private frontage, and height.

Corner property

A property abutting two or more thoroughfares at their intersection, or two parts of the same thoroughfare forming an interior angle of less than 135 degrees.

Diagonal corner sign

A sign attached to the corner of a building that is attached at a 45-degree angle.

Director

The director of the planning department, or their designee.

Driveway

A vehicular lane within a property, often leading to a garage.

Education

The function generally associated with school buildings. Educational uses include business colleges, technical schools, vocational or trade schools, colleges, universities; elementary, middle, and high schools; and kindergarten and children's daycare.

Encroach

To break the plane of a vertical or horizontal regulatory limit with a structural element, so that it extends into a setback, into the public frontage, or above a height limit.

Encroachment

Any structural element that encroaches.

Facade

The exterior wall of a building that is set along a frontage line.

Fence

A barrier, independent of a building, made of wood picket, wood slat, wood lattice, iron or steel or aluminum that appears to be iron. In the DDD, a fence may be of chain-link only in limited conditions along side and rear yards and never in frontages. See “wall.” A streetscreen is not considered to be a fence for purposes of the DDD.

Forecourt

A private frontage wherein a portion of the facade is close to the frontage line and remaining facade is set back from the frontage line.

Freestanding sign

Any sign supported by structures or posts that are placed on, or anchored in, the ground and that are independent from any building or other structure. This includes any monument sign or pole sign.

Front setback

The distance from the frontage line to the point where a building must be constructed. The area between the minimum front setback and the frontage line shall be maintained clear of permanent structures with the

exception of permitted encroachments. In some sub-districts, there is no minimum front setback.

Frontage

The area of a property that faces a street or other public space and an assembly of components within that area. Frontage components include:

1. The building facade;
2. Structures that project from the facade such as porches, terraces, stoops, awnings, canopies, and bay windows;
3. Any front yard landscape elements between the building facade and the public street or space.

Frontage buildout

The percentage of the property width that is occupied by the building facade within the front setback.

Frontage line

A property line bordering a public frontage or thoroughfare.

Gallery

A platform attached to the building, typically extending over a sidewalk, which is supported from the ground by light-weight columns or other form of structural support. A gallery may be multiple floors and may have a roof.

Hedge

A foliated boundary formed by bushes, shrubs or climbing vines spaced less than three feet apart.

Historic District

A geographically defined area designated by the city council in Chapter 44 of the City Code.

Historic District guidelines

The general design standards applicable in considering the granting and denial of certificates of appropriateness adopted by the Architectural Review Board pursuant to Chapter 44 of the City Code.

Home office

Non-retail commercial enterprises permitted under the office category, incidental to the primary residential building use.

Individual storefront sign

A sign placed above a storefront that is typically used to identify the entrance of the tenant occupying a space.

Industrial

The use associated with a business or activity involving manufacturing, fabrication, assembly, distribution, disposal, warehousing or bulk storage, trucking and equipment facilities and other business serving primarily industrial needs.

Internal neon

A window sign that uses neon, argon, or a similar gas to fill tubing, made of glass or similar material, that is charged with electricity and used to create an illuminated tubular sign or illuminated elements of a sign that includes, at a minimum lettering and/or images. The tubing may contain an alternative illumination technology, including but not limited to light-emitting diodes (LEDs). Any non-gaseous illumination

technology, such as LEDs, must produce illumination that appears to be a continuous, uninterrupted line, similar to illumination produced by gaseous illumination technology.

Liner building

A thin building along the frontage of a parking deck or parking lot that masks the parking behind it.

Loading dock

An area in which goods and products are moved on and off a vehicle, including the stall or berth, apron, and maneuvering room.

Lodging

A building use available for daily or weekly renting of bedrooms or the entire space. Lodging uses include hotels, rooming houses, inns, bed and breakfast inns and short-term rentals.

Manufacturing

The use associated with a business or activity involving the creation, assemblage, or repair of artifacts, using table-mounted electrical machinery or artisanal equipment, and including their retail sale.

Marquee Sign

A sign that is attached to a marquee and which generally contains changeable copy.

Mixed use

Multiple functions within the same building through superimposition or adjacency, or in multiple buildings by adjacency.

Mobile Historic Development Commission or MHDC

The city historic development commission established by Chapter 44 of the City Code.

Mobile Tree Act

The common name of the local law enacted by the Alabama State Legislature (Act. No. 929, Acts of Alabama, 1961 Regular Session), as amended, for the purpose of protecting the trees on both public and private property within the incorporated areas of the city.

Mobile Tree Commission

The agency designated by the Alabama State Legislature to enforce the Mobile Tree Act.

Monument sign

A ground mounted sign where the base is at least two-thirds (⅔) of the sign width.

Mural

See “Painted Wall Sign.”

Net property area

The area of a property within the property lines, excluding any portions of street rights-of-way or other required dedications.

Office

The use associated with a business or activity involving the transaction of general business but excluding retail and manufacturing uses.

Outbuilding

Any detached building that is smaller than and separate from the main building of the lot.

Painted wall sign

A sign or mural painted or otherwise applied directly or indirectly on an exterior wall or to a panel attached to an exterior wall.

Parking lot

An area, other than a public street or alley, devoted to unenclosed parking spaces for motorized vehicles.

Parking lot sign

A sign to identify the entrance of a parking lot. Maximum height, including mount, is 10 feet.

Parking structure

A building containing one or more stories of vehicular parking above or below grade.

Porch

A roofed structure, typically attached at the ground floor of a building, typically open at the sides.

Porte-cochere

A roofed structure extending from the entrance of a building over an adjacent driveway and sheltering those getting in or out of vehicles.

Principal building

The main building on a property, usually located toward the frontage.

Principal entrance

The main point of access for pedestrians into a building.

Primary frontage

The frontage of a site that establishes the orientation of the primary facade, and the primary pedestrian access.

Private frontage

The privately held layer between the frontage line and the required setback.

Property

A legal lot of record or parcel of land accommodating a building or buildings under single ownership.

Property coverage

The percentage of a property that is covered by buildings and other roofed structures.

Property line

The boundary that legally and geometrically demarcates a property.

Property width

The length of the principal frontage line of a property.

Public frontage

The area between the pavement of a thoroughfare and frontage lines.

Rear setback

The distance from the rear property line to the point where a building may be constructed. This area shall be maintained clear of permanent structures.

Reflective glass

Window glass having a thin, translucent metallic or metallic oxide coating bonded to the exterior or interior surface to reflect a portion of the light and radiant heat that strikes it. The coating gives the exterior face of the glass a mirror-like appearance.

Regulating plan

Maps or set of maps that show the zoning sub-districts and street hierarchy(s) associated with form-based districts such as the DDD.

Required parking

The number of parking spaces needed to accommodate a building or buildings on a single property according to the intensity of its function.

Residential

Characterizing premises available for long-term human dwelling. Includes accessory dwelling units, multiple-family dwellings, single-family dwellings, live-work units, and supportive housing.

Retail

Premises available for the sale of merchandise, food service, entertainment, performance, and/or theater, and personal services such as hair salon, barber, seamstress or personal trainer, etc.

Restaurant

A retail establishment with greater than 100-person occupancy load that serves food.

Secondary frontage

A frontage that is not the principal frontage.

Setback

The distance from the property line to the nearest part of the applicable building, structure, or sign, measured perpendicularly to the property line.

Service area

The portion of a property or building dedicated to service in the form of shipping and receiving, trash and recycling collection and storage, housing of mechanical equipment and outdoor storage areas.

Shopfront

A private frontage for retail and office uses with substantial glazing wherein the facade is aligned close to the frontage line with the building entrance at sidewalk grade.

Sidewalk

The paved portion of the right-of-way and/or frontage dedicated exclusively to pedestrian activity.

Special district (SD)

An area that, by its intrinsic function, placement, or configuration, cannot or should not conform to one or more of the normative transect sub-districts specified by this Appendix.

Stoop

A small, raised platform, with stairs or ramp, located at the entrance to a building, which may be covered by an awning, canopy, or marquee.

Story

A habitable level within a building excluding a basement.

Streetscreen

A freestanding wall or fence/planting combination built or located along the front property line, or on the same plane with a facade for the purpose of masking views and providing a street wall. A streetscreen is not considered a fence for purposes of the DDD.

Substantial improvements

Development on a site with existing buildings that involves the removal and reconstruction of the façade on the primary frontage, the relocation of an existing building, or any repair, reconstruction, or improvement to a structure, the cost of which equals or exceeds 50 percent of the market value of the structure either before the improvements began, or before the structure had been damaged and is being restored (before the damage occurred).

Terrace

A paved or landscaped front yard elevated above the grade of the sidewalk.

Thoroughfare

A way for use by vehicular and pedestrian traffic and to provide access to properties and open spaces, consisting of vehicular lanes and the public frontage.

Tinted glass

Window glass that has a chemical admixture to absorb a portion of the radiant heat and visible light that strikes it to filter out infrared solar energy, thereby reducing the solar heat gain.

Transect sub-district

A zoning sub-district used within the DDD standards to regulate the character of the built environment.

Utility, intermediate

Facilities related to the local transport or storage of treated, untreated or wastewater, including water or sewage pumping stations, potable water storage facilities, regional stormwater storage facilities, and combined stormwater/ sewage storage facilities gas regulator station as well as neighborhood scale electric substations.

Utility, major

A building or other structure for production or generation of utilities for consumption by the general public including any utility scale electric power generating station (including any stations that use fossil fuel, fuel cell, wind, solar, geothermal, hydroelectric or tidal technologies), electric transmission line right-of-way for transmission lines with a capacity of 230 kilovolts (kv) or more, sewage treatment plant or potable water treatment facility.

Utility, minor

All lines and facilities related to the provision, distribution, collection, transmission, or disposal of water, storm water, communications, electricity, transportation, gas, steam, and similar public services at a neighborhood or residential scale and may include storage for vehicles and equipment necessary to provide those services. This includes electric transmission or distribution lines with a capacity of 115 kilovolts (kv) or below, and residential scale electric power generation (including any generators that use fossil fuel, fuel cell, wind, solar, geothermal,

hydroelectric, or tidal technologies), telephone exchanges, switch boxes, transformer boxes, and cap banks.

Wall

A barrier, independent of a building, made of masonry materials. See "fence."

Wall plaque

A sign or nameplate that is fastened directly to a building.

Wayfinding sign

A sign that is intended to direct pedestrian or vehicular traffic to specific areas or amenities. Wayfinding signs are not internally lighted and are generally of a cohesive design for specific areas or types. Wayfinding signs are not advertisements for individual businesses.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA APPROVING THE APOINTMENTS OF NEW DIRECTORS OF THE IMPROVEMENT DISTRICT OF THE CITY OF MOBILE – MCGOWIN PARK PROJECT

Sponsored by: Councilmembers Cory Penn (D1), Samantha Ingram (D2), C.J. Small (D3), Ben Reynolds (D4), Beau Fleming (D5), Josh Woods (D6), and Gina Gregory (D7)

WHEREAS, The Improvement District of the City of Mobile – McGowin Park Project, a public corporation organized by the City Council (the "Council") of the City of Mobile (the "City) under the laws of the State of Alabama (the "Improvement District"), is duly organized and existing under the provisions of Chapter 99A of Title 11 of the Code of Alabama (1975) (the "Act"); and

WHEREAS, the current Board of Directors of the Improvement District (the "Board") are Donald Foster, Jay Kanik, and Jesse Galloway (the "Former Board Members"); and

WHEREAS, the Former Board Members tendered their resignations from the Board to the Council; and

WHEREAS, the Council desires to accept the resignations of the Former Board Members from the Board, and to appoint Michael Albanese, Thomas Cormier, and Clinton Mitchell (the "New Board Members") to the Board, in substitution of the Former Board Members.

NOW THEREFORE, BE IT RESOLVED AND ORDERED BY THE COUNCIL, as follows:

(1) That the Council hereby accepts the resignations of the Former Board Members, and they are hereby removed from the Board, relieved of all authority, rights and obligations in connection with their role on the Board, and the Council shall look to the New Board Members to act on behalf of the Improvement District.

(2) That Clinton Mitchell is hereby appointed by the Council as a member of the Board and the term of Clinton Mitchell shall begin at 12:00 a.m. CT on May 19, 2026 and shall end at 11:59 p.m. CT on May 18, 2030.

(3) That Thomas Cormier is hereby appointed by the Council as a member of the Board and the term of Thomas Cormier shall begin at 12:00 a.m. CT on May 19, 2026 and shall end at 11:59 p.m. CT on May 18, 2031.

(4) That Michael Albanese is hereby appointed by the Council as a member of the Board and the term of Michael Albanese shall begin at 12:00 a.m. CT on May 19, 2026 and shall end at 11:59 p.m. CT on May 18, 2032.

_____
Chairman of the Mobile City Council

Adopted:

Attest:_____
City Clerk

#202971026v1

CAPITAL CONTRACT SUMMARY SHEET

C#5794

AGENDA ITEM SUMMARY SHEET

Agenda of: June 9, 2026

Submitted by:
Jennifer White

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
Manufacture and installation of wayfinding signage in the downtown area.

Amount of Contract:
$120,605.00

Funding Source
TIF

ATTACHMENTS:
1. Phase I Contract Resolutions
2. Signed Contract
3. Capital Summary Sheet Knight Signs Contract 2026-2060-01 (AutoRecovered)

REVIEWERS:
Tiereney Leverette
Lana Pafenbach

Sponsored by: Mayor William S. Stimpson and

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

Name of Company:	Knight Sign Industries, Inc
City of Mobile Project Name:	Phase I Wayfinding Signage 2026-2060-01
Capital Project No.:	C0930
Contract Amount:	$120,605.00

Adopted:

_____

City Clerk

MOBILE
ALABAMA

Phase I Wayfinding Signage

Project: 2026-2060-01

Bid Date: March 03, 2026

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MOBILE
ALABAMA

ADVERTISEMENT FOR BIDS

Notice to Contractors:

Sealed bids will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor South Tower, until 2:30 P.M. local time, March 03, 2026 and then publicly opened and read in the Government Plaza Atrium, Ground Floor, for constructing:

Project Name:	**Phase I Wayfinding Signage**
Project No:	**2026-2060-01**
Project Description:	**Manufacture and installation of Wayfinding Signs**

Plans & contract documents may be obtained from the office of ***City of Mobile Traffic Engineering Department 852 Gayle Street Mobile, AL 36604*** upon payment of $ 25.00 . This deposit shall be refunded in full to each prime Contractor Bidder upon return of the documents in reusable condition within ten (10) days after Bid Opening. The cost of and return of additional sets of specifications shall be in accordance with Act 97-225, Public Works Contracts.

No Bid Packages will be issued to Contractors later than twenty-four (24) hours after the Pre-Bid Conference. No questions, whether orally or written, will be addressed after Friday at 12:00 pm on February 27, 2026.

A Mandatory Pre-Bid Conference will be held at City Traffic Engineering Department, 852 Gayle Street, Mobile, Alabama, on February 24, 2026 at 2:00 P.M. Significant items related to the proposed construction will be explained. ***Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project.*** **A single individual cannot represent more than one contracting company. A teams meeting invite will be shared with any potential bidders unable to attend in person. Contact Jennifer White at whitej@cityofmobile.gov.**

Bidders are advised to carefully and thoroughly review the bid documents for the specific federal provisions that must be met over the course of the Project. The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond $10,000), made payable to the City of Mobile, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of amount of contract, and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto.
In default of the entering into such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the City of Mobile may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2022 Edition.

It is not required that a Contractor be licensed in order to submit a bid; however, prior to award of a contract, proper proof of all applicable licensures must be provided by the Contractor. Proof of insurance coverages of the types and amounts as set forth in the project specifications will be required of the Contractor, and any and all subcontractors, prior to beginning work. The Contractor will be required to perform work amounting to at least 30% of the total contract cost with his own organization.

Contractor prequalification is not required to bid on this project; however, the award of the contract will not be made to any bidder who, at the time of the award, is considered by the City of Mobile to be disqualified from bidding, nor to any bidder who is an affiliate of or has a corporate officer, director, or principal owner who is a corporate officer, director, or owner of, another person who is presently disqualified by the City. Further details and definitions regarding this provision are included in Section 102 of the Special Provision 22-LPA-001.

The City of Mobile reserves the right to reject any and all bids and waive informalities in the bidding.

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, Post Office Box 1827, Mobile Alabama 36633; "Bid for completion of ***Phase I Wayfinding Signage***, City of Mobile Project No. ***2026-2060-01***, in the City of Mobile, Alabama".

PLEASE PUBLISH IN THE ISSUES February 4th, 11th, and 18th ,2026.

ITEM II
INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:
Forms furnished, or copies thereof, shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. **A City of Mobile Subcontracting Plan must be submitted with the bid documents.**

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE, ALABAMA:
The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:
Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:
The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspection of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:
Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. OWNER:
Where the word "Owner" appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

7. GUARANTY AND INSURANCE:
Security is required to insure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount $10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive calendar days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a

penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the City by reason of such default.

8. BONDS AND INSURANCE:
The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

9. MARKING AND MAILING BIDS:
Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed and marked on the outside: "Bid for completion of ***Phase I Wayfinding Signage***, City of Mobile Project No. ***2026-2060-01***, in the City of Mobile, Alabama".

10. TIME FOR RECEIVING BIDS:
Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after time for opening, but before award is made, and it is shown to the Owner's satisfaction that the late arrival was due solely to mail delays, beyond the Bidder's responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

11. WITHDRAWAL OF BIDS:
Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

12. BIDDERS PRESENT:
At the time fixed for opening, Bid contents will be made public for the information of Bidders and others properly interested, who may be present either in person or by representation.

13. AWARD OR REJECTION OF BIDS:
The Contract will be awarded to the lowest responsible Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the Owner for acceptance. The Bidder to whom the award is made will be notified at the earliest possible date.

The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the Owner. The Owner also reserves the right to reject the Bidder who has previously failed to perform properly or complete projects on time; to obtain and/or meet permitting requirements specific to a project; to complete Contracts of a similar nature; or a Bidder who is not, in the judgement of the Owner, in a position to perform the Contract.

14. PRE-QUALIFICATION OF BIDDERS:
It is not required that a Contractor be licensed in order to submit a bid; however, prior to award of a contract, proper proof of all applicable licensures must be provided by the Contractor. Proof of insurance coverages of the types and amounts as set forth in the project specifications will be required of the Contractor, and any and all subcontractors, prior to beginning work. The Contractor will be required to perform work amounting to at least 30% of the total contract cost with his own organization.

Contractor prequalification is not required to bid on this project; however, the award of the contract will not be made to any bidder who, at the time of the award, is considered by the City of Mobile to be disqualified from bidding, nor to any bidder who is an affiliate of or has a corporate officer, director, or principal owner who is a corporate officer, director, or owner of, another person who is presently disqualified by the City of Mobile. Further details and definitions regarding this provision are included in Section 102 of the Special Provision 22-LPA-001.

15. ISSUANCE OF PROPOSAL FORMS:

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder, should such bidder be in default for any of the following reasons:

- **a.** Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- **b.** Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to the prospective bidder.
- **c.** Contractor default under previous contracts with the owner.
- **d.** Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the Owner.
- **e.** Uncompleted work or work behind schedule, which, in the opinion of the owner, might hinder or prevent prompt completion of this work.
- **f.** Lack of competent workmen and equipment to perform at least 50% of the required work with contractor's own forces and equipment.

16. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one Bid is offered by any one party, by, or in the name of his clerk, partner, a corporation in which he has a substantial interest, in which he is an officer, or other person, all such Bids may be rejected. A party who has quoted prices on materials to a Bidder is not disqualified from quoting prices to other Bidders or from submitting a Bid directly for the materials or work. The City of Mobile reserves the right to determine, in its discretion, whether any Bidder has violated the provisions of this clause.

17. ERRORS IN BID:

Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other documents pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk; the Bidder cannot secure relief on the plea of error in the Bid. In case of error in the extenuation of prices, the unit price will govern.

Should any Bidder observe any ambiguity, discrepancy, omission, or error in the Drawings or any Contract Document, or be in doubt as to the intention and meaning thereof, he should at once report such to the Engineer and request clarification, in writing, with a copy of his request to the City.

Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Engineer nor the Traffic Engineer will be responsible, in any manner, for verbal instructions made prior to the award of the Contract.

Should conflict occur in or between Drawings and Specifications, a Bidder will be deemed to have estimated on the more expensive way of doing the work involved; unless, prior to submission of the proposal, the bidder requested and obtained the Engineer's written decision indicating the preferred method, materials, or equipment.

18. CONTRACT AND BOND:
The Bidder to whom award is made, must, when requested, enter into Contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, within ten (10) working days after the required forms are presented to him for signature.

19. COLLUSION:
If there is any reason for believing that collusion exists among the Bidders, any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting Bids on the same or other work with the City.

20. SUBLETTING OR ASSIGNING OF CONTRACT:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, his right, title or interest therein, or his power to execute such Contract, to any person, firm, or corporation without written consent of the City; such consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision, and reported on his payroll, all Contract work of a value not less than fifty percent (50%) of the total Contract amount. Any items designated in the Contract as "Specialty Items", so performed by Subcontract may be deducted from the total Contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

(b) Subcontractor's Status: A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor. The Contractor will be responsible to the City for the entire Subcontractor's work, including failures or omissions. The Engineer may require a Subcontractor's removal, as in the case of a Contractor's employee.

21. PROSECUTION OF WORK:

(a) Notice of Intent: The Contractor shall give the Traffic Engineer definite notice of his intention to start work at least seventy-two (72) hours in advance of beginning particular features of construction, such as driving piles, placing concrete, etc. Should the Contractor, with the consent of the Engineer, discontinue prosecution of the work, the Contractor shall give the Engineer at least forty-eight (48) hours notice in writing before resuming operations.

(b) General: The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the Engineer. The Contractor shall provide sufficient material, labor, and equipment to insure that the work will be completed in a satisfactory manner within the time specified in the Contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the Engineer will direct additional forces and equipment to work on the project to ensure the project continues on schedule and to maintain satisfactory progress.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the Engineer may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained or the Contract may be annulled.

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 3/2/26

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications as proposed by City of Mobile Traffic Engineering Department and the drawings, as prepared by the City Traffic Engineer, as well as the premises and the conditions affecting the work to be performed:

Project Name:	**Phase I Wayfinding Signage**
Project No:	**2026-2060-01**
Project Description:	**Wayfinding Signage**
Major work items include:	**Manufacture and Installation of Signs**

The Bidder further agrees to construct the improvements in **50** working days.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to ***City of Mobile Traffic Engineering Department 852 Gayle St, Mobile, AL 36604 or trafficengineering@cityofmobile.gov***. In order to receive consideration, the request must be received before Friday at 12:00 pm on February 27, 2026. Any such interpretation and any supplemental instructions will be mailed or delivered to all prospective bidders.

CITY OF MOBILE PROJECT NO. 2026-2060-01
Phase I Wayfinding Signage

The following items shall be constructed in accordance with the 2022 Alabama Department of Transportation Standard Specifications for Highway Construction, except as modified in this contract:

Notes:

1. The following unit prices shall include all labor, materials, equipment, rental, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.
2. Bidder understands that the Owner reserves the right to reject any and all bids.
3. All items shall confirm to the 2022 ALDOT Standard Specifications for Highway Construction or as amended by the Supplemental Specifications enclosed herein.

Base Bid

ITEM NO.	APPROXIMATE QUANTITY	ITEM WITH UNIT PRICE WRITTEN IN WORDS	UNIT BID PRICE	AMOUNT BID
710-X	1	Provide and Install Sign at Location 601 For Ten Thousand Four Hundred Thirty Two Dollars And Zero Cents per LUMP SUM	$10,432.00	$10,432.00
710-X	1	Provide and Install Sign at Location 602 For Ten Thousand Four Hundred Thirty Two Dollars And Zero Cents per LUMP SUM	$10,432.00	$10,432.00
710-X	1	Provide and Install Sign at Location 603 For Ten Thousand Seven Hundred Thirty Four Dollars And Zero Cents per LUMP SUM	$10,734.00	$10,734.00
710-X	1	Provide and Install Sign at Location 604 For Ten Thousand Nine Hundred Sixteen Dollars And Zero Cents Per LUMP SUM	$10,916.00	$10,916.00
710-X	1	Provide and Install Sign at location 605 For Nine Hundred Fifty Eight Dollars And Zero Cents per CUBIC YARD	$958.00	$958.00
710-X	1	Provide and Install Sign at location 606 For Ten Tousand Two Hundred Fifty Dollars And Zero Cents per LUMP SUM	$10,250.00	$10,250.00
710-X	1	Provide and Install Sign at location 607 For Nine Hundred Fifty Eight Dollars And Zero Cents per LUMP SUM	$958.00	$958.00
710-X	1	Provide and Install Sign at location 608 For Nine Hundred Fifty Eight Dollars And Zero Cents per LUMP SUM	$958.00	$958.00
710-X	1	Provide and Install Sign at location 609 For Ten Thousand Seven Hundred Thirty Four Dollars And Zero Cents per LUMP SUM	$10,734.00	$10,734.00
710-X	1	Provide and Install Sign at location 610 For Nine Hundred Fifty Eight Dollars And Zero Cents per LUMP SUM	$958.00	$958.00
710-X	1	Provide and Install Sign at location 611 For Seven Thousand Eight Hundred Fifty One Dollars And Zero Cents per LUMP SUM	$7,851.00	$7,851.00
710-X	1	Provide and Install Sign at location 612 For Eight Hundred Seventy Five Dollars And Zero Cents per LUMP SUM	$875.00	$875.00

CITY OF MOBILE PROJECT NO. 2026-2060-01
Phase I Wayfinding Signage

ITEM NO.	APPROXIMATE QUANTITY	ITEM WITH UNIT PRICE WRITTEN IN WORDS	UNIT BID PRICE	AMOUNT BID
710-X	1	Provide and Install Sign at location 615 For Eight Hundred Seventy Five Dollars And Zero Cents per LUMP SUM	$875.00	$875.00
710-X	1	Provide and Install Sign at location 617 For Eight Hundred Seventy Five Dollars And Zero Cents per LUMP SUM	$875.00	$875.00
710-X	1	Provide and Install Sign at location 618 For Eight Hundred Seventy Five Dollars And Zero Cents per LUMP SUM	$875.00	$875.00
710-X	1	Provide and Install Sign at location 619 For Eight Hundred Seventy Five Dollars And Zero Cents per LUMP SUM	$875.00	$875.00
710-X	1	Provide and Install Sign at location 621 For Eight Hundred Seventy Five Dollars And Zero Cents per LUMP SUM	$875.00	$875.00
710-X	1	Provide and Install Sign at location 622 For Eight Hundred Seventy Five Dollars And Zero Cents per LUMP SUM	$875.00	$875.00
710-X	1	Provide and Install Sign at location 625 For Ten Thousand Four Hundred Thirty Two Dollars And Zero Cents per LUMP SUM	$10,432.00	$10,432.00
710-X	1	Provide and Install Sign at location 626 For Eight Hundred Seventy Five Dollars And Zero Cents per LUMP SUM	$875.00	$875.00
710-X	1	Provide and Install Sign at location 627 For Nine Thousand Five Hundred Ten Dollars And Zero Cents per LUMP SUM	$9,510.00	$9,510.00
710-X	1	Provide and Install Sign at location 628 For Seven Thousand Eight Hundred Fifty One Dollars And Zero Cents per LUMP SUM	$7,851.00	$7,851.00
600-A	1	Mobilization For Nine Thousand Six Hundred Eighteen Dollars And Zero Cents per LUMP SUM	$9,618.00	$9,618.00
740-A	1	Traffic Control Scheme For One Thousand Thirteen Dollars And Zero Cents per LUMP SUM	$1,013.00	$1,013.00
			TOTAL BID	$120,605.00

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we Knight Sign Industries, Inc.

as Principal and Granite Re, Inc.

as Surety, are held and firmly bound unto said City of Mobile, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of One Hundred Twenty Thousand Six Hundred Five Dollars ($120,605.00) lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated _____, 2026 (hereinafter called the Contract) for **Phase I Wayfinding Signage**, City of Mobile Project No. **2026-2060-01)** which Contract the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, all subcontractors to whom any portion of the work in said Contract is sublet, all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the successful claimant or plaintiffs in suits or claims against the Contractor arising out of or in connection with the said Contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and limitations:

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the projection of the work provided for in said Contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the CITY, in which the work provided for in said Contract is to be performed or in any CITY in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint the Mayor of the City of Mobile, Mobile County, State of Alabama, or his successor or representative, as the agent of each of them to receive and accept services of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for any damage or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or preceding thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this _____ day of _____, 2026.

Individual Principals sign here

N/A _____ (SEAL)

_____ (SEAL)

_____ (SEAL)

In the presence of:

_____

_____

(Corporate Name) Knight Sign Industries, Inc.

BY: _____
(Signature)

ITS: _____
(Title)

ATTEST:

_____
(Signature)

ITS: _____

(Surety sign here) (Corporate name) Granite Re, Inc.

BY: _____
(Signature)

ITS: R. Forrest Fitts, Attorney-in-Fact
(Title)

ATTEST:

_____
(Signature)

ITS: Julie Tubbs, Bond/Surety CSR
(Title)

Corporate Seal

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we Knight Sign Industries, Inc. 5959 Knight Avenue, Tuscaloosa, AL 35405

(Name of Contractor)

a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and Granite Re, Inc. 14001 Quailbrook Dr., Oklahoma City, OK 73134

(Name and Address or legal title of one or more sureties)

hereinafter called the "Surety" or "Sureties", are held and firmly bound unto the Council of the City of Mobile, Alabama hereinafter called the "Owner", in the sum of One Hundred Twenty Thousand Six Hundred Five dollars ($ 120,605.00), for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, the Principal has, by means of a written agreement dated _____, 2026, entered into a Contract with the Owner for **Phase I Wayfinding Signage**, City of Mobile Project No. **2026-2060-01** which agreement is by reference made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, thence this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit action or proceedings by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further that the said Surety, or Sureties, for the value received hereby stipulate and agree that no charge, extension of time or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

SIGNED, SEALED AND DELIVERED this _____ day of _____ 2026.

Individual Principals sign here

N/A _____ (SEAL)

_____ (SEAL)

_____ (SEAL)

In the presence of:

_____

_____

(Corporate Name) Knight Sign Industries, Inc.

BY: _____
(Signature)

ITS: _____
(Title)

ATTEST:

_____
(Signature)

ITS: _____

(Surety sign here) (Corporate name)
Granite Re, Inc

BY: _____
(Signature)

ITS: R. Forrest Fitts, Attorney-in-Fact
(Title)

ATTEST:

_____
(Signature)

ITS: Julie Tubbs, Bond/Surety CSR
(Title)

Corporate Seal

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

R. FORREST FITTS; J. DAVID FITTS; THOMAS A. HUMBER; LUKE A. LAWRENCE; CHARLES F. HORTON, JR. TIMOTHY L. DONAHUE; JULIE TUBBS; JEFFREY HOGG; RAVEN DAVIS; LAURA K. LEE its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

R. FORREST FITTS; J. DAVID FITTS; THOMAS A. HUMBER; LUKE A. LAWRENCE; CHARLES F. HORTON, JR. TIMOTHY L. DONAHUE; JULIE TUBBS; JEFFREY HOGG; RAVEN DAVIS; LAURA K. LEE may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620

Notary Public

GRANITE RE, INC.

Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this _____ day of _____, 20____.

Kyle P. McDonald, Assistant Secretary

GR0800-1

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

   Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the Contractor's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.

4. In the event of the Contractor's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further municipal contracts.

5. Contractor will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

ITEM VII
INSURANCE

Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

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

1. Workers' Compensation/Employer's Liability:

a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

2. Comprehensive General Liability Insurance:

a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.

b. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

c. General Aggregate Limit shall apply on a "Per Project" Basis.

3. Automobile Liability Insurance:

a. Automobile Liability Insurance to cover any auto, including all owned , non-owned, and hired vehicles, with a $1,000,00 0 combined single limit of liability each accident for bodily injury and/or property damage.

4. Excess/Umbrella Liability Insurance

a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

b. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5. Certificate of Liability Insurance Endorsement Page

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule) .

a. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

b. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured

c. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

d. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

e. Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile. certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile. A sample Certificate of Liability Insurance form, including the policy endorsement requirements is attached for Contractor's reference.

ITEM VIII
SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor, with his own organization.

(b) Subcontractor's Status: A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor, and the Contractor will be responsible to the City for all subcontractors' work, including failures or omissions; and his removal may be required by the City Engineer, as in the case of an employee.

2. The contractor shall not sublet the contract on any portion thereof without written permission from the City Traffic Engineer. If consent is given, the contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than fifty (50%) percent of the total contract price. The performance of the contract may not be assigned.

3. The City Traffic Engineering Department reserves the right to disqualify or refuse to award the contract to a prospective bidder for the following reasons:

(a) Uncompleted work which, in the judgment of the City Traffic Engineering Department, might hinder or prevent the prompt completion of additional work if awarded.

(b) Failure to pay or satisfactorily settle all bills due to labor and material on former contracts in force at the time of issuance of proposals.

(c) Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered as outlined in Sub article 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. Disqualification applies to bidding as a prime contractor or doing any subcontract work for a prime contractor.

(d) The Owner reserves the right to reject any Bidder who has previously failed to perform properly or complete on time contracts of similar nature, or a bid from a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

4. The successful bidder shall make every reasonable effort to have at least fifteen (15%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile Subcontracting Plan must be submitted with the bid documents. Contractors

will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the Traffic Engineering Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.

7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.

8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.

9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.

10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

11. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Engineer.

12. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the State of Alabama Highway Department Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.

13. Any asphalt used on the project shall have an approved mix design and shall not contain shingles (RAS).

14. The Contractor shall have on the job site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the City

Traffic Engineer or their authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Traffic Engineer without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.

15. The contractor shall take all necessary precautions for the protection and safety of the work. Such work shall comply with applicable spec sections of Items 104 and 107. There will be no compensation for this work.

16. The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.

17. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the City Engineer unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

    If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project (no said pay item).

18. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).

19. If needed, the contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. Such plan shall include required signs, detour routes, barricades, lights, drums, cones, etc., to comply with Article 104.04 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. There will be no direct compensation for said traffic control plan preparation.

    Payment for items in Section 740 shall be full compensation for all materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job. The Contractor shall restore existing traffic mechanisms to original condition.

20. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.

21. The Contractor at no direct payment will support any utilities encountered during construction,

requiring support. Contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of clearing & grubbing (no direct payment).

22. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contract's expense, and shall be absorbed in other bid items. All construction entrances to the site of work shall have aggregate surfacing placed over filter fabric for a minimum of fifty (50) linear feet from the adjacent connecting roadway, by an appropriate width, in an effort to minimize the transportation of sediment onto existing roadways. All areas shall be restored to their preconstruction condition after project completion. Any damage to the asphalt wearing surface beyond or within the limits of construction, as determined by the Engineer or Owner, shall be repaired at no cost to the Owner. Any traffic control required to complete such repairs shall be in accordance with Federal MUTCD manual, Millennium Edition and at no cost to the Owner.

23. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.

24. It shall be the responsibility of the contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the Engineer shall be replaced at no additional cost to the project.

25. Contactor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Subarticles 206.4(c) and 201.03(d) of the Standard Specifications.**

    The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City Traffic Engineering staff will monitor the disposal of construction materials for compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.

26. All salvageable material from the project shall be stored on the project at locations designated by the City Traffic Engineer. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.

27. Existing excavated material suitable for use as backfill, embankments, etc. shall be used on the project at no direct payment. Additional material required and compaction of the additional fill material shall be paid for under Item 210-D and Section 306.03 of the Standard Specifications.

28. Existing topsoil material suitable for use on the project shall be stockpiled and utilized at no direct payment. Additional topsoil required shall be paid for under Item 650-A, as designated in the Standard Specifications and will be measured by Truck Bed Measurement.

29. **All water and sanitary sewer work shall comply with the Mobile Area Water and Sewer System (MAWSS) Standard Specifications, latest edition. All MAWSS work, whether by prime or subcontractor, shall be accomplished by an experienced contractor, familiar with MAWSS construction and specifications. The Engineer may require the Contractor to**

provide necessary documentation explaining such experience before permission to accomplish work is granted.

30. The project site shall be kept clean at all times. Loose dirt, materials, excavation, etc. shall be kept cleared from streets, walkways, ditches, etc. The Owner reserves the right to demand that the Contractor's forces be diverted to clean up whenever conditions warrant such diversion. Diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.

31. The contractor shall take whatever steps are necessary to ensure that dust is controlled during operations.

32. If provided in the Bid Schedule, accepted Concrete Combination Curb and Gutter, as designated in the Standard Specifications, will be measured in linear feet, complete, in place, along the base of the curb face. Measurement for payment will not extend across driveways or inlets.

33. If provided in the Bid Schedule, mix design for Bituminous Concrete Wearing Surface, Item 429-A, shall be based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 edition. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.

34. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.

35. Project Documentation: Prior to the start of construction, the **Contractor** shall document any features or items of interest or importance by the use of photography and/or videotapes. At least two (2) copies of video and/or photos shall be made. City Engineer shall retain one set. Prints and/or tapes shall be delivered to the City Traffic Engineer within one week after they are made.

36. It is the sole responsibility of the Contractor to protect his/her equipment. The owner or the engineer shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.

37. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the Engineer that this has been accomplished. Notifying property owners is considered incidental to the project.

38. OMITTED.

39. Any damage to private property beyond the limits required to install the storm drain system, sidewalk, curbing, etc., as determined by the Engineer, shall be repaired at the Contractor's expense.

40. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing

landscaping items located within the project area and shall coordinate with property owners regarding landscaping items to be removed. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.

41. OMITTED.

42. The contractor shall be responsible for implementing and maintaining any and all necessary environmental control measures in accordance with all Local, State, and Federal laws and requirements. This includes protection from concrete surface preparations, erosion and sediment controls, as well as a result from any other construction related activities. There will be no direct payment for the materials, equipment, labor or other incidentals required to fulfill this requirement, which shall be subsidiary of Item No. 600A, Mobilization.

43. The Contractor shall provide, install and maintain all temporary erosion control measures shown on the drawings. Wattles, hay bales, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained throughout the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The Engineer shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Additionally, the Contractor shall implement any and all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution.

44. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.

45. All projects and construction sites shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

    Any fines, penalties, or judgments accessed to City of Mobile, its agents or representatives due to inadequately installed or maintained erosion control shall be the responsibility of the Contractor. The Contractor shall indemnify and hold harmless the Engineer, City of Mobile, its agents or representatives from all claims resulting, all or in part, from inadequately installed or maintained erosion control.

46. OMITTED.

47. Working hours on certain streets will be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.

48. Workmen shall wear reflectorized jackets.

49. All traffic control configurations shall be restored to their original patterns, unless otherwise directed by the Traffic Engineering Director.

50. The Engineer will prepare an estimate once each month for work completed. The contractor will send the Engineer a copy of his estimate figures for the month. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

ITEM IX
ARTICLES OF AGREEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)

(Executed in Quintuplicate)

(1) THIS AGREEMENT made and concluded on this 17TH day of APRIL, 2026, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and KNIGHT SIGN INDUSTRIES, INC., party of the second part.

WITNESSETH: That the said party of the second part has agreed and by these present does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at their/his own proper cost and expense, all the necessary materials, equipment and labor, of every description and to carry out and complete in a good, firm and substantial manner the following:

Project Name:	**Phase I Wayfinding Signage**
Project No:	**2026-2060-01**
Project Description:	**Wayfinding Signs**
Major work items:	**Manufacture and Installation of Wayfinding Signage**

City of Mobile Project Number **2026-2060-01**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total $ 120,605) in strict accordance with this contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

ALDOT:

(2) Wherever the word "ALDOT" is used, it shall refer to the Alabama Department of Transportation.

CITY:

(3) Wherever the word "CITY" is used, it shall refer to the City of Mobile, Alabama.

COUNCIL:

(4) Whenever the word "COUNCIL" is used in the Specifications, it shall refer to the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT:

(5) Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Contractor setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Contract includes the invitation for bids, proposal, contract forms and contract bonds, specifications, supplemental specifications, special provisions, general and detailed plans, these Articles of Agreement, notice to proceed, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

CONTRACTOR:

(6) Whenever the word "CONTRACTOR" is used it shall be held to mean any individual, corporation, partnership, or other entity selected to perform any or all construction services. The contractor shall be eligible to bid on Alabama Department of Transportation projects at the time of the Prebid conference to be considered a valid bidder for this project.

CITY TRAFFIC ENGINEER:

(7) Whenever the word "CITY TRAFFIC ENGINEER" is used, it shall refer to the CITY TRAFFIC ENGINEERING DIRECTOR for the City of Mobile or their appointed assistants.

ENGINEER:

(8) The engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company so assigned to this project is City of Mobile Traffic Engineering Department.

LOCAL PUBLIC AGENCY (LPA):

(9) Whenever the acronym "LPA" is used, it shall refer to the City of Mobile, who is the Local Public Agency.

AUTHORITY OF THE CITY TRAFFIC ENGINEER:

(10) The CITY TRAFFIC ENGINEER will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the CONTRACTOR.

The CITY TRAFFIC ENGINEER shall have the authority to withhold further payment or to suspend the work wholly or in part due to failure of the CONTRACTOR to correct conditions unsafe for the workmen or the general public; failure to carry out provisions of the contract; failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions unsuitable for prosecution of the work; or for any other conditions or reason deemed to be in the public interest.

DUTIES OF THE CONTRACTOR:

(11) The work performed under this contract and agreement shall be in strict compliance with the "State of Alabama Highway Department Standard Specifications for Highway Construction", 2018 Edition, with all latest additions and modifications by the Engineering Department of the City of Mobile and with the plans on file in the office of the CITY TRAFFIC ENGINEER or as noted herein.

ARBITRATOR:

(12) Both parties to this contract hereby agree that the CITY TRAFFIC ENGINEER shall act as referee in all questions and disputes arising under the terms of this Contract between the parties thereto and that the decision of the CITY TRAFFIC ENGINEER in all such cases shall be final.

STANDARD SPECIFICATIONS:

(13) Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to State of Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, a copy of which is on file in the office of the CITY TRAFFIC ENGINEER.

WAGE SCALE:

(14) The CONTRACTOR will be required to pay the prevailing wage rates for this district that are applicable to the trades engaged in the several different lines of work.

APPOINTMENT AND AUTHORITY OF INSPECTORS:

(15) The CITY TRAFFIC ENGINEER may appoint such inspectors, assistants, or representatives as he deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials until any questions at issue can be referred to and decided by the CITY TRAFFIC ENGINEER.

The CITY ENGINEER reserves the right to require replacement of any inspector considered to be unqualified for the work.

INSPECTION:

(16) Inspection and acceptance of materials and construction during the progress of the work shall not relieve the CONTRACTOR from any of the obligations assumed under this contract to furnish materials and to perform work strictly in accordance with its terms, and any work in accordance therewith (although overlooked and passed), shall be made good and inferior materials shall be removed and replaced with proper materials upon the demand of the CITY TRAFFIC ENGINEER at any time prior to the completion of the work and its acceptance by the CITY TRAFFIC ENGINEER.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

(17) If the work of any person employed by the CONTRACTOR should appear to the CITY TRAFFIC ENGINEER to be incompetent or disorderly, he shall be immediately discharged upon the request of the CITY TRAFFIC ENGINEER.

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

(18) Should the COUNCIL deem it proper or necessary in the execution of the work to make any alterations, which shall increase or diminish the quantities or the expense, such alterations or reductions shall not validate or annul the contract or agreement hereby entered into. The said COUNCIL shall determine the value of the work to be added or omitted; such value to be added to or to be deducted from the contract price as the case may be.

No claim whatever shall be made by the CONTRACTOR for extra materials or work, or for a greater amount of money than is herein stipulated to be paid, unless some changes in or additions to said work requiring additional outlay by the CONTRACTOR shall first have been ordered, in writing, by the said COUNCIL on application of the CITY TRAFFIC ENGINEER. Said writing will be attached to the contract for the making of said improvements, stating that such work is not included in the contract, what the extras are and that such are necessary for the proper completion of the work, or for the security of the work previously done and the reason therefor.

RESPONSIBILITY FOR ACCIDENTS:

(19) The CONTRACTOR covenants to and shall defend, hold harmless, indemnify and exonerate the CITY and any of its officers, directors and employees of and from any and all claims, demands, liability, losses, damages, suits and/or judgments, whether frivolous or otherwise of any character, arising out of, or connected with, the work covered by this contract, regardless of how it may be caused. The CONTRACTOR shall be responsible for providing the City of Mobile and any of its officers, directors, and employees a defense and paying all costs of defending it and investigating said claims, including attorney's fees and expenses.

WORK TO BE PROSECUTED AS DIRECTED:

(20) All work shall be done according to the direction of the CITY TRAFFIC ENGINEER or his authorized assistant.

GENERAL COMPLIANCE WITH LAWS:

(21) The Contractor shall comply with the provisions of the labor laws, state laws and federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement and procure all necessary licenses and permits.

SUSPENSION OF WORK:

(22) If, in the opinion of the CITY TRAFFIC ENGINEER, during the progress of the work, the conditions of the weather make it inexpedient or hazardous to proceed with the same, or if the public need seems to demand a temporary suspension, prosecution of the project shall cease for such a period as the CITY TRAFFIC ENGINEER may direct in writing. No allowance will be made to the CONTRACTOR for damages alleged to have been sustained on account of such suspension of the work. The period of such cessation shall be determined and recorded by the CITY TRAFFIC ENGINEER and shall be added to the time herein specified for the completion of the work. It is further agreed that in case of any legal obstruction or injunction affecting the prosecution of the work, such delay shall extend the time of completion of such part or parts of the work as obstructed and delayed for the length of time the obstruction continued and no longer. No damages shall be claimed or allowed the CONTRACTOR by reason of such unavoidable delay.

DELAYS:

(23) Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this contract, or to prevent the abrogation of this contract on account of the violations of its terms or the enforcement and collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to prosecute the work or to furnish materials to the extent that, in the opinion of the CITY TRAFFIC ENGINEER, it becomes necessary to insure the completion within the limit of time specified to this contract, the CITY TRAFFIC ENGINEER shall serve a warning to the CONTRACTOR requiring him to provide the means or material to insure the completion of work. Should such warning be disregarded to the extent that unnecessary and unreasonable delay is likely, in the opinion of the CITY TRAFFIC ENGINEER to ensue, the CITY TRAFFIC ENGINEER shall notify the COUNCIL of such fact. Should said COUNCIL so elect, the CITY may complete the contract using for such purpose all materials and tools found on the work site and belonging to the CONTRACTOR. The COUNCIL shall assess the cost of such work against the sum which would have been due under this contract.

COMMENCEMENT AND COMPLETION:

(24) The work shall commence within ten (10) days from the date specified in a Notice to Proceed Order to be issued to the Contractor by the Council, or its authorized representative, and shall be completed within the number of working days indicated in this Proposal, following the commencement date stipulated in said Notice to Proceed Order. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the Council, as liquidated damages, the amount specified in Section 108 of the Standard Specifications for each working day beyond the required date of completion.

ESTIMATE:

(25) In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site (if applicable). Following fifty percent (50%) completion, no further retainage shall be withheld.

FINAL ESTIMATE:

(25) Upon the final completion of the work according to the terms of these Articles of Agreement, the Engineer shall inspect all work and materials not previously accepted and returned, and shall render to the City Engineer and the Contractor a semi-final estimate of all work performed and materials furnished. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the ENGINEER and rendered to the CITY and CONTRACTOR. Upon receipt of the Engineer's certification of project completion, the City Engineer shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.
- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final acceptance.
- The Contractor must provide a City of Mobile DBE Utilization Report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

E-VERIFY:

(27) By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

The CONTRACTOR shall ensure that all subcontractors under his employment for this project shall participate in the E-Verify program. The CONTRACTOR shall be responsible for having each subcontractor sign the enclosed E-Verify form. Any subcontractor found to be in violation of this provision shall cause the CONTRACTOR to be in breach of the agreement and the CONTRACTOR shall be responsible for all damages resulting therefrom.

PROHIBITION OF BOYCOTTING:

(28) 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.

NONDISCRIMINATION CLAUSE:

(29) The CONTRACTOR shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

SIGNATURE:

IN WITNESS WHEREOF, the parties to these present have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the Contractor by such duly authorized officers or individuals as may be required by law.

CITY OF MOBILE

BY:_____
ITS MAYOR

ATTEST:

BY: _____
CITY CLERK

CONTRACTOR:

_____
AN INDIVIDUAL

WITNESSES:

Cyndee Brooks

KNIGHT SIGN INDUSTRIES, INC.
CONTRACTOR: (IF CORPORATION)

BY: Cal Holt
ITS PRESIDENT

CYNTHIA R BROOKS
MY COMMISSION EXPIRES
NOTARY PUBLIC
01-16-2030
ALABAMA STATE AT LARGE

CORPORATE SEAL

ATTEST:

_____

ITS SECRETARY

_____
DATE

ITEM X

SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, shall be amended as follows:

1. PARAGRAPH 105.06(b) *CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

    a. If requested by the ENGINEER, Contractor shall provide resume or other information necessary to ensure that project superintendent is experienced in drainage work and associated work items. At the request of the ENGINEER in writing with concurrence of the City of Mobile, Contractor shall immediately remove any superintendent or other employee whose lack of experience, conduct or inability to effectively communicate in the English language is detrimental to the project. Said removal shall not be cause for claim against ENGINEER, City of Mobile or their agents.

2. ITEM 108.01 *SUBLETTING AND ASSIGNMENT (a);* PARAGRAPH 1 *LIMITATIONS* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

    The ENGINEER reserves the right, with approval from the CITY ENGINEER, to disapprove or disqualify a Subcontractor that has exhibited or participated in fraudulent activities either as a prime Contractor or a Subcontractor under a previous contract administered by the ENGINEER. Furthermore, the ENGINEER may require a list of references from local Contractors, Project Engineers or Government Agents in order to verify past performances, capabilities and competency before acceptance of the Subcontractor is granted.

3. SECTION 109, SUB-SECTION 109.07 *PARTIAL PAYMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

    Once each month the ENGINEER will make an appropriate estimate on the regulation form of the work or portion of the work completed and the value thereof based on the contract Unit Prices, or proportional part thereof for Lump Sum items, less retainage or any assessed liquidated damages or other designated deductions.

    The payment of any monthly estimate for any portion of the work as provided in the Specifications shall in no way affect the obligation of the Contractor to complete the work in accordance with the contract. Payment of any monthly invoice will not be made until such time as all records and forms are completed and submitted.

    No Payment for stored material will be included on the monthly estimates.

4. SECTION 210, PAY ITEM 210-A *UNCLASSIFIED EXCAVATION*; PAY ITEM 210-D *BORROW EXCAVATION (A-2-4 OR BETTER)*, SUB-SECTION 210.09 METHOD OF MEASUREMENT SHALL BE **REPLACED** WITH THE FOLLOWING:

    Unit of Measurement for all accepted Excavation shall be by the cubic yard truck bed measure. The accepted volume of Excavation shall be based on certified delivery tickets as determined by truck bed measure

5. OMITTED

6. OMITTED

7. *SECTION 620, PAY ITEM 620-A MINOR STRUCTURE CONCRETE, SUB-SECTION 620.05 BASIS OF PAYMENT* SHALL BE **MODIFIED** AS FOLLOWS:

   Delete the following portion from the first sentence of the paragraph:

   "except reinforcing steel."

   Replace it with the following:

   "including reinforcing steel."

8. SECTION 650, PAY ITEM 650-A *TOPSOIL*: SUB-SECTION 650.04 *METHOD OF MEASUREMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

   Unit of Measurement for all accepted TOPSOIL shall be by the cubic yard truck bed measure. The accepted volume of TOPSOIL shall be based on certified delivery tickets as determined by truck bed measure.

9. ITEM 654-A *SOLID SODDING*:

   654A

   Basis of Payment
   Payment will be based on the respective unit bid price for solid sodding, complete-in-place, which shall be payment in full for furnishing the individual solid sodding, for hauling, preparation, placing, and maintenance (incl. watering) of the solid sodding and for all labor, equipment, tools and incidentals necessary to complete this item.

10. OMIT

11. OMITTED

ATTACHMENT "A"
SIGN DESIGN & LOCATIONS

ATTACHMENT "B"
CONTRACTOR'S INSURANCE CERTIFICATION

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/17/2026

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
Fitts Agency Inc., A Higginbotham Company
P O Box 20007
Tuscaloosa AL 35402

CONTACT NAME: Brandi Sams
PHONE (A/C, No, Ext): 205-342-3538 FAX (A/C, No): 205-342-3467
E-MAIL ADDRESS: Bsams@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Phoenix Insurance Company	25623
INSURER B : Alabama Self-Insured Worker's Compensation Fund	0
INSURER C : Midwest Employers Casualty Company	23612
INSURER D : Travelers Property Casualty Company Of America	25674
INSURER E :	
INSURER F :	

INSURED KNIGSIG-01
Knight Sign Industries, Inc.
5959 Knight Avenue
Tuscaloosa AL 35405

COVERAGES **CERTIFICATE NUMBER:** 1424402396 **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 LOC OTHER: Req by Contract	Y	Y	P-630-7K271487-PHX-26	4/1/2026	4/1/2027	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
D	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	Y	810-8M968151-26-43-G	4/1/2026	4/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
D	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	CUP-7K27478A-26-43	4/1/2026	4/1/2027	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	P100996AL2026 PWAL1290001	1/1/2026 1/1/2026	1/1/2027 1/1/2027	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	Installation Leased/Rented Equip			P-630-7K271487-PHX-26	4/1/2026	4/1/2027	Limit Limit	200,000 260,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project# 2026-2060-01 - Phase I Wayfinding Signage
City of Mobile is Additional Insured on a Primary & Non-Contributory Basis with respects to General Liability, Auto Liability and Umbrella Liability coverages when required by written contract. A Waiver of Subrogation applies in favor of City of Mobile with respects to General Liability, Auto Liability, Umbrella Liability and Workers Compensation coverages when required by written contract. A 30 Day Notice of Cancellation applies except for 10 days for non-payment of premium, not including Workers Compensation.

Borrowed Servant/Alternate Employer endorsement does not apply to Work Comp coverage.

CERTIFICATE HOLDER
City of Mobile
Architectural Engineering Department
P.O. Box 1827
Mobile AL 36633-1827

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

AUTHORIZED REPRESENTATIVE

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ATTACHMENT "C"

DBE UTILIZATION REPORT

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Officeof Supplier Diversity
Via email:archnigue.kidd@.citvofinobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR: KNIGHT SIGN INDUSTRIES, INC.	CertifiedDBE: YES (NO)	Contract Start Date: MARCH 16,2026
DESCRIPTION: DIVISION 10 SIGNAGE		Estimated Completion Date: TBD

This.s report i.s for themonth of: (CHECK ONE):

JAN (APR) JULY OCT
FEB MAY AUG NOV FINAL
MARCH JUNE SEPT DEC

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICEUSE ONLY (Verification)
$ 120,605	$ 0	$ 120,605	$ 0	

Instructions: list all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. list actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progressbeing made in DBE participation.

DBESUBCONTRACTOR	DBEDESCRIPTION OF WORK	DBESUBCONTRACT AMOUNT	DBEPAYMENTSTHIS REPORT	PAYMENTSTODATE	OFFICEUSE ONLY jVerfflcadon)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS 0		$	$	$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN ISTRUE AND CORRECT. SUPPORTING DOCUMENTATION ISON FILEAND ISAVAILABLEFOR INSPECTION BY CITY OFMOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL ATANY TIME,

PRINT NAME: MICHAEL WASHINGTON

SIGNATURE: [signature] PROJECT MANAGER (Title) 4/30/26 (Date)

DBE Utilization Report

ATTACHMENT "D"

CERTIFICATIONS, AFFIDAVITS & PROJECT CLOSEOUT

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

STATE OF: ALABAMA COUNTY OF: MOBILE

CITY OF MOBILE
CITY PROJECT NO. 2026-2060-01
PHASE I WAYFINDING SIGNAGE
)

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____ SURETY: _____

_____ _____

In accordance with the provisions of the Contract between the Owner and the Contractor listed above,

the Surety Company, _____

on bond of Contractor, _____

hereby approved the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Owner, _____ THE CITY OF MOBILE, ALABAMA.

IN WITNESS WHEREOF, the Surety Company has hereinto set its hand and seal this

_____ day of _____, 2026.

Surety Company

_____

_____ _____

Witness Signature of Authorized Agent

_____ Title _____

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS & DEBTS

PROJECT: **CITY OF MOBILE**
CITY PROJECT NO. 2026-2060-01
PHASE I WAYFINDING SIGNAGE

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____

State of:_____
County of:_____

The undersigned hereby certifies that, except as listed below, he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the owner or his property might in any way be held responsible.

EXCETION: (If none, write none)_____
_____
_____
_____
_____

Contractor:_____

Subscribed and sworn to before me this _____

_____day of _____, 2021. By:_____

Title:_____

Notary Public:_____
My Commission Expires:_____

CONTRACT #

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: Phase I Wayfinding Signage

PROJECT # C0930 **DATE OF RECEIPT** May 21, 2026

PROJECT DESCRIPTION Wayfinding Signage in various locations in the Downtown area

CONTRACT AMOUNT $120,605.00

VENDOR NAME Knight Signs Industries, INC

VENDOR NUMBER 298443

DEPT # 2060 **DEPT NAME** Traffic Engineering

CONTRACT ADMINISTRATOR Jennifer White

Please Select by circling one (Type):

Architectural Engineering Testing Professional Services

(Construction (Unit Price)*) Construction** Non Contractual Performance

RETAINAGE INFORMATION N/A

SHOULD RETAINAGE BE WITHHELD? Y X **N** ____ 5% of the 1st 50% ____ or

If different, indicate special rate ____

Unit Price Contracts are estimates per F. Kessler – do not require Change Orders

****General Construction requires Change Order for 10% overages.***

Prepared by: Jennifer White **Date** **May 21, 2026**

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: June 9, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to Sansom Equipment Co Inc for two trash trailers for the Trash Department.

Amount of Contract:
$98,800.00

Funding Source
General fund.

ATTACHMENTS:
1. 20260527 Sansom Agenda Package POs

REVIEWERS:
Tiereney Leverette
Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 2 June 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 two trash trailers for the Trash Department.
General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $98,800.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 6050

How many bidders received bid packages (if applicable): 19 + web

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 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
11134	2026	(2050) FLEET MANAGEMENT - GARAGE	2 TRASH TRAILERS FOR TRASH DEPARTMENT (SEALED BID 6050)	$98,800.00	(190715) SANSOM EQUIPMENT CO INC

Adopted:

_____

City Clerk

Bill To	Requisition 00011134-00 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: 9105paij
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Released Page 1

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MOTOR POOL - ATTN: ADAM LYNN
2025 W I-65 SERVICE ROAD NORTH	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36618	AGEET@CITYOFMOBILE.GOV
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/18/26	190715				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
001	18FT TRASH TRAILERS AS FOLLOWS: MILES TRAILERS W/RAMER MANUFACTURING-TRASH DUMP TRAILER: 18FT LENGTH/22 CUBIC YARD CAPACITY; 22,500LB AXLE W/HEAVY DUTY SPRINGS & AIR BRAKES; TWIN TELESCOPIC DUMP CYLINDERS; DUAL WHEELS W/235/75R17.5" TIRES;WINGED UP BODY SIDES-48" TO 60" BODY SIDEWALL HEIGHT;BARN STYLE REAR DOORS W/REINFORCED HINGES;TARP TIE-DOWN RODS W/TARP BASKET;BOLT-ON PINTLE EYE; (2) 2"x 6" YELLOW LED STROBE LIGHTS IN LOWER REAR CORNER POSTS;5 FOOT WIRE WHIP; PAINT CITY OF MOBILE-LOGO GREEN; AS PER CITY OF MOBILE BID # 6050 AND YOUR QUOTE Additional Description Notes --- 18FT TRASH TRAILERS AS FOLLOWS: MILES TRAILERS W/RAMER MANUFACTURING-TRASH DUMP TRAILER: 18FT LENGTH/22 CUBIC YARD CAPACITY; 22,500LB AXLE W/HEAVY DUTY SPRINGS & AIR BRAKES; TWIN TELESCOPIC DUMP CYLINDERS; DUAL WHEELS W/235/75R17.5" TIRES;WINGED UP BODY SIDES-48" TO 60" BODY SIDEWALL HEIGHT;BARN STYLE REAR DOORS W/REINFORCED HINGES;TARP TIE-DOWN RODS W/TARP BASKET;BOLT-ON PINTLE EYE; (2) 2"x 6" YELLOW LED STROBE LIGHTS IN LOWER REAR CORNER POSTS;5 FOOT WIRE WHIP; PAINT CITY OF MOBILE-LOGO GREEN; FREIGHT	2.00 EACH	49400.00000	98800.00

Bill To	Requisition 00011134-00 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: 9105paij
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Released Page 2

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MOTOR POOL - ATTN: ADAM LYNN
2025 W I-65 SERVICE ROAD NORTH	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36618	AGEET@CITYOFMOBILE.GOV
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/18/26	190715				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	AS REQUESTED BY 2090-TRASH DEPT			
1	1000.40.20.2070.2070.2070.0000.0000.45040.			98800.00

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE ATTN: SEAN
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 98800.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2070.2070.0000.0000.45040.	98800.00	1291262.42
PUBLIC SERVICES ADMINISTRATION FLEET VEHICLES		

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

Activity	Date	Clerk	Comment
CCancelled	05/27/26	JOHN PAINE	GL Allocation changed
Approved	05/01/26	MATTHEW ANDERSON	
Approved	05/01/26	SHONNDA SMITH	Auto approved by: 910516584

Bill To	Requisition 00011134-00 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: 9105paij
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Released Page 3

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MOTOR POOL - ATTN: ADAM LYNN
2025 W I-65 SERVICE ROAD NORTH	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36618	AGEET@CITYOFMOBILE.GOV
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/18/26	190715				FLEET MANAGEMENT-GARAGE

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	05/01/26	CHERI BOUCHER		Auto approved by: 910516584	
	Approved	05/01/26	MATTHEW ANDERSON			
	Approved	05/01/26	SHONNDA SMITH		Auto approved by: 910516584	
	Approved	05/01/26	CHERI BOUCHER		Auto approved by: 910516584	
	Queued	05/27/26	MATTHEW ANDERSON		bid	
	Queued	05/27/26	SHONNDA SMITH		bid	
	Queued	05/27/26	CHERI BOUCHER		bid	
	Pending		MATTHEW ANDERSON		bid	
	Pending		SHONNDA SMITH		bid	
	Pending		CHERI BOUCHER		bid	
	Pending		DONALD ROSE		bid	
	Pending		SANDRA LEWIS		bid	
	Pending		STEVEN KRONINGER		bid	
	Pending		SAMANTHA COOLEY		bid	
	Pending		JAMES NEESE		bid	
	Pending		PATRICIA KENNEDY-JONES		bid	
	Pending		REBECCA CRUMPLER		bid	
	Pending		ANNE FOLEY		bid	
	Pending		JOHN PAINE		bid	

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #6050
FOR
TRASH TRAILERS

SANSOM EQUIPMENT	$49,400.00
INGRAM EQUIPMENT	$50,155.00

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery: 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:
5/5/2026	6050	Motor Pool	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, May 22, 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
	TRASH TRAILERS					
APPX 2-12	Trash Trailers, 18 Ft Length, 22 Cubic Yard Capacity Hydraulic Dump Trailers as per the attached: **MINIMUM** Specificiations Make _____ Model _____ Attach Literature & Specifications to your Bid. (Bidder may supply detailed drawings of trailer bid if literature is not available.) The City of Mobile will order **MINIMUM** of two (2) units upon award and may buy up to twelve (12) units during the one six-month period following the award of this bid. State Warranty: _____ Business License Required, if applicable (See Item #14 on reverse). Include application for title, or certificate of origin in your price per unit. Vendor shall include two (2) sets of parts manuals. 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
N ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

State delivery time within_____ days of receipt of P.O.

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. **IF** a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

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

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

BID CONTINUATION SHEET

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

SPECIFICATIONS

These are the MINIMUM specifications for an 18 ft Heavy Duty Trailer to be used in the collection and hauling of bulk trash, limbs, brush, leaves, building materials, etc., or any other materials. Materials, workmanship, design and capacities are being specified for a piece of equipment that will be required to do a certain job.

Current trailers are 18 foot in length with an average body floor height of 34" from the ground at the center line of the wheel of the

	YES	NO
1. Eighteen (18) foot body length.	____	____
2. Main trailer frame to be two (2) fourteen (14) inch wide I-beams, twenty-two (22) pounds per foot with adequate cross members. Cross members to be 411 x 1/4" structural channel 5.4 pounds per foot.	____	____
3. Suspension to have one (1) 22,500-pound capacity. Axle with a total axle and spring capacity of 22,500 pounds.	____	____
4. Dual wheels with eight (8) lugs and four (4) tires, size 235/17.5R, 16ply radials	____	____
5.Tire size 235/75R 17.5	____	____
6. ABS equipped. Trailer must be equipped with anti-lock brakes system as required by Federal Regulation pertaining to Air Brakes.	____	____
7. Body of Trailer to be constructed with five (5) inch structural channel main sills and four (4) inch structural channel cross sills. Cross sills to place on 16" centers. Body of floor to be built with ¼" plate, floor to be formed over and under the ends of cross sills. Body inside width to be 88" inches and overall width not to exceed eight (8) feet.	____	____
8. Body sides to be constructed with 11- gauge sheet metal. Sides Stakes to be 1/8th structural tubing on 24" centers. Body sides to have 11 gauge formed channel at top of sides. Side stakes interconnected and welded to. top rail. Side to be continuous welded to floor. Body headboard to be constructed of 11- gauge sheet metal with 11 gauge formed stakes and 11 gauge formed top rail. Body sides to be 48 inches from top of floor at front of body and increasing to 60 inches from top of floor withing eight (8) feet from the front to rear of the body.	____	____

9. Body to be equipped with heavy duty barn type doors with push pads or bars on doors for dozer or loader to push against to help take pressure off of latches to open. Door must be installed with a positive latch. Hinges to be minimum of 1 1/4" pins, with straps to be no less than 1/2" x 3" flat bar with grease points. ____ ____

Door latching mechanism shall be such that the handle of the latch is no greater than 30 inches from the floor of the trailer and no less than 24 inches from the floor of the trailer ____ ____

To hold the doors open when dumping the Trailer is to be equipped with a chain with a hook 2" insides diameter and a metal ring on the door at the corner of the door upright channel and the channel going across the door ____ ____

10. Must have two (2) grease hinges per door ____ ____

11. Body hoist to be equipped with two (2) telescoping hydraulic cylinders. Lifting capacity to be 30,000 pounds, with a minimum of 5- inch O.D. cylinder. Scissor lift not acceptable ____ ____

12. Trailer to have hydraulic operated jack stand with a minimum of 20-inch stroke. ____ ____

13. Trailer to be equipped with lights to meet all state and federal safety standards. All wiring to be protected with metal tubing. Two taillights (2" x 6") to be mounted in rubber cushions with the rear posts of trailer. Two amber LED flashing lights (2" x 6") with. seven flash patterns will be mounted in rubber cushions in rear posts at top of the trailer ____ ____

Two I x3 white LED strobe lights mounted in lower part of rear posts. ____ ____

There shall be an electrical quick disconnect at the frame of the trailer with 6 prongs to fix existing connections used by the City. ____ ____

14. Trailer to be equipped with a two (2) bank hydraulic valve to control hoist and jack leg stand. Jack stand hoist must be able to lift loaded trailer for disconnection or connection to truck. ____ ____

There shall be a spin on hydraulic fluid filter placed in-line between the flexible hydraulic hose to the towing truck and the two (2) bank hydraulic valve. This filter shall be inside between the structural steel channels of the tongue, protected from road debris and debris being loaded into the trailer

15. Trailer to be equipped with flexible hydraulic hose with quick disconnects and heavy-duty wiring harness with quick disconnect for connection of towing vehicles. Quick disconnects located at hitch point.

There shall be mounted on the trailer tongue two (2) tubes for storage of hydraulic hoses when not connected or in use. These tubes shall be 2 inches in diameter; 8 inches long attached to the outside of the trailer tongue. The tubes shall be open on one end and have two (2) bars across the other end to keep the hose connectors from falling through. The tube shall not be sealed to allow water and debris to fall through

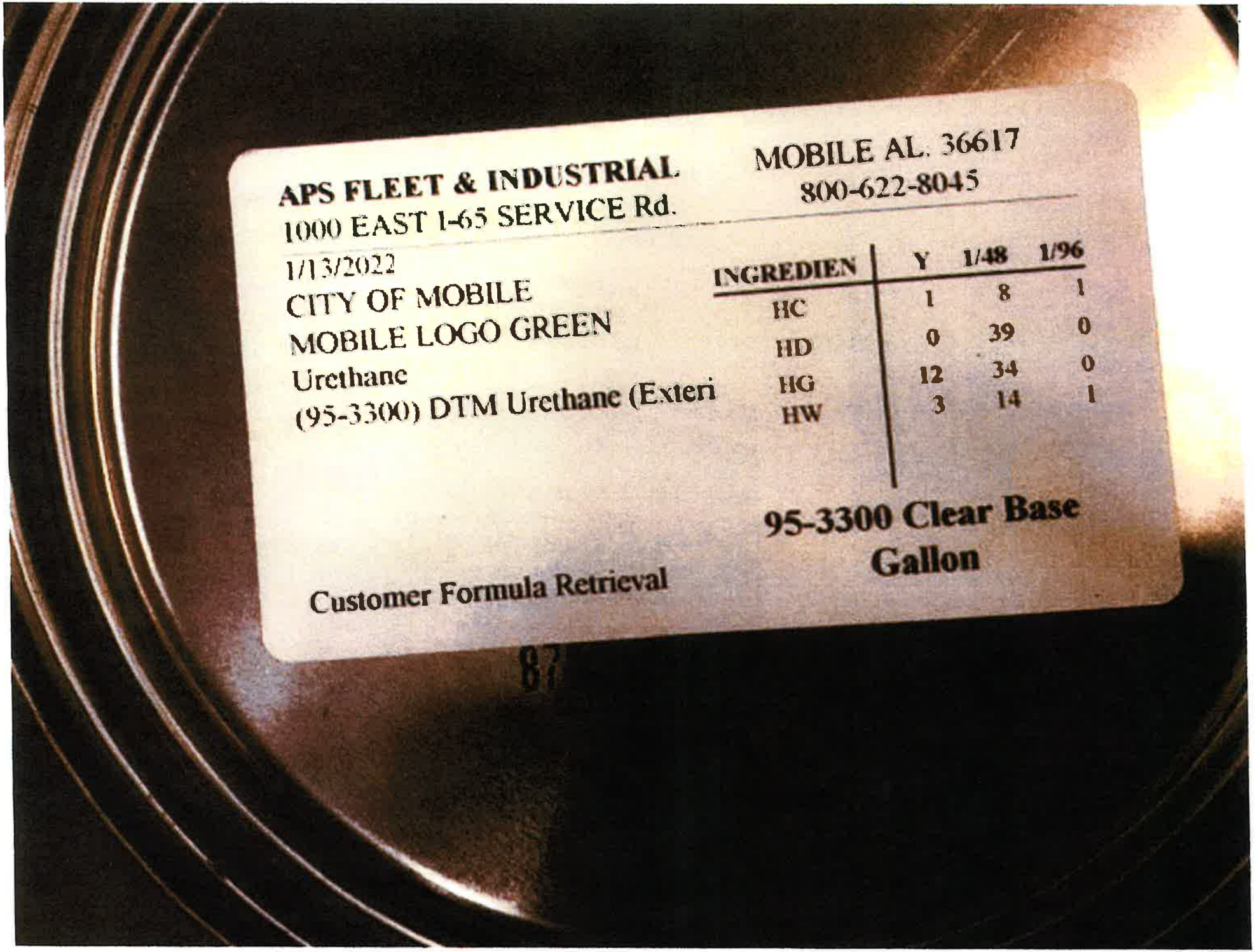
16. Trailer to have heavy duty tongue with four (4) five (5) inch structural channel and equipped with safety chains.

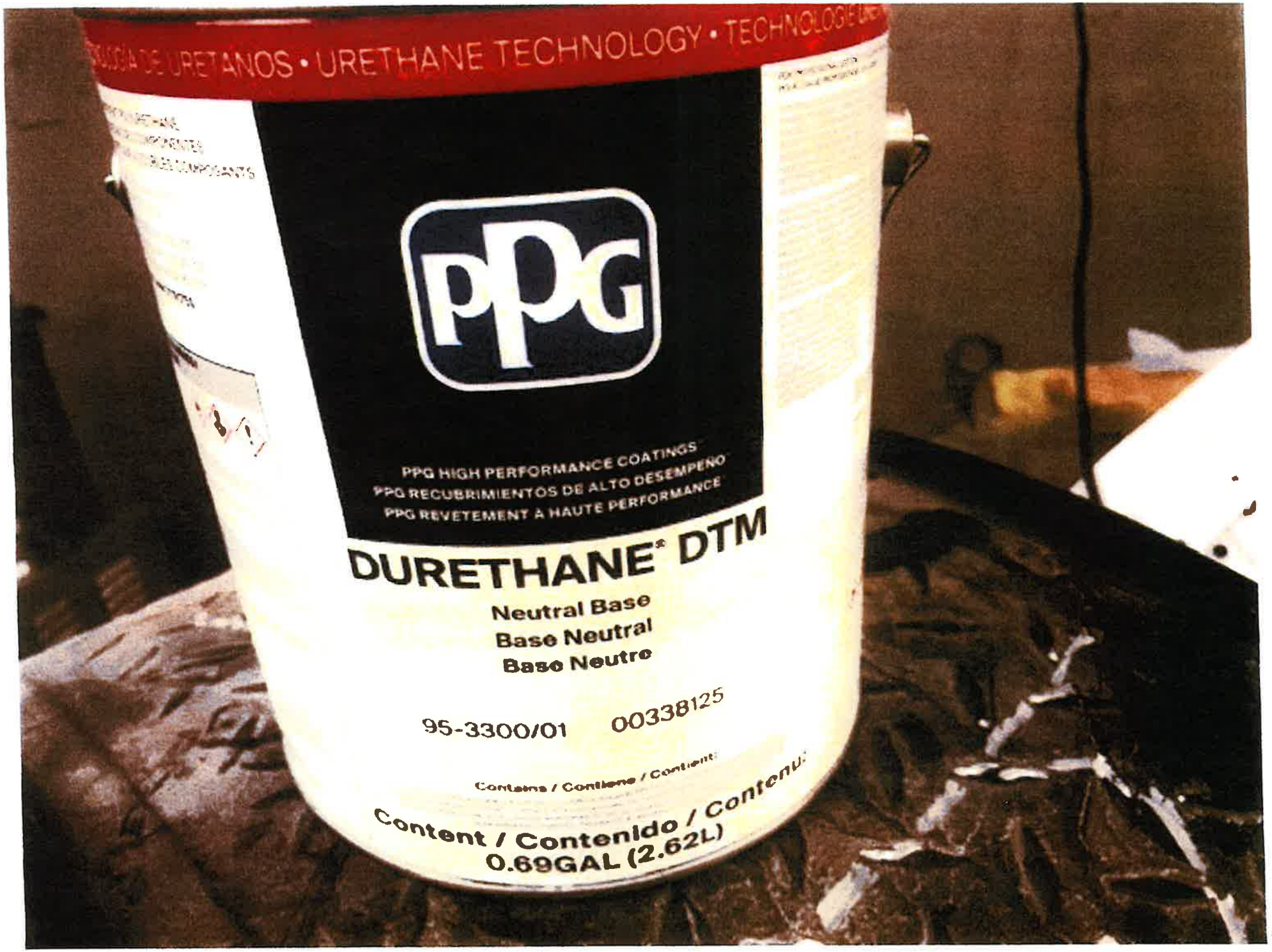
Trailer tongue shall have a hitch consisting of a drawbar eye or lunette ring for connecting to the Pintle hitch on the towing unit used by the City of Mobile. The drawbar eye or lunette ring shall be fixed with no swivel

17. Trailer to be equipped with a 12" x 12" basket the width of trailer 12" from the top of trailer to store tarp.
The basket will be made of angle iron and expanded metal.
The basket sides and bottom shall NOT be made of solid metal.

18. Tarp cover tie down points, there shall be 2 rows of steel rods sized to 5/8" diameter with 2 rows of the 5/8" diameter rods per side with the bottom rod 10" from the top of the floor and the upper or top rod 28" from the top of the floor. These rods will run the length of the trailer from the front to the rear. There will be no tarp anchor on the front or rear of the trailer

19. All metal to be properly cleaned, primed, and painted one standard color. Color is City of Mobile Green.,


APS FLEET & INDUSTRIAL
1000 EAST I-65 SERVICE Rd.
MOBILE AL. 36617
800-622-8045
1/13/2022
CITY OF MOBILE
MOBILE LOGO GREEN
Urethane
(95-3300) DTM Urethane (Exteri
INGREDIEN | Y | 1/48 | 1/96
HC | 1 | 8 | 1
HD | 0 | 39 | 0
HG | 12 | 34 | 0
HW | 3 | 14 | 1
95-3300 Clear Base
Gallon
Customer Formula Retrieval
87


URETANOS • URETHANE TECHNOLOGY • TECHNOLOGIE
PPG
PPG HIGH PERFORMANCE COATINGS
PPG RECUBRIMIENTOS DE ALTO DESEMPEÑO
PPG REVETEMENT A HAUTE PERFORMANCE
DURETHANE® DTM
Neutral Base
Base Neutral
Base Neutre
95-3300/01
00338125
Contains / Contiene / Contient:
Content / Contenido / Contenu:
0.69GAL (2.62L)

LEFT SIDE TARP TIES
HINGES, REINFORCEMENTS

RIGHT SIDE TARP TIES

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 emailed 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.

Please read the Terms and Conditions.

All bids are F.O.B. destination unless otherwise stated.

Please sign your bid.

Package/Bid Delivery Address (Request First Delivery):
Purchasing Department
205 Government St., RM S408
Mobile, AL 36644

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: June 9, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to State of Alabama - Alabama Correctional Industries for 12 beds, 5 tables, and 3 paper sorters for MFRD.

Amount of Contract:
$60,893.00

Funding Source
CIP - Fire Station #19 Furniture

ATTACHMENTS:
1. 20260527 ACI Agenda Package POs

REVIEWERS:
Tiereney Leverette
Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 2 June 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 State of Alabama - Alabama Correctional Industries

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to State of Alabama - Alabama Correctional Industries for 12 beds, 5 tables, and 3 paper sorters for MFRD.
CIP - Fire Station #19 Furniture

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $60,893.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Alabama Correctional Industries bid exemption

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
9262	2026	(1510) FIRE ADMINISTRATION	12 BEDS; 5 TABLES, 3 PAPER SORTER FURNITURE FOR MFRD (ALABAMA CORRECTIONAL INDUSTRIES BID EXEMPTION)	$60,893.00	(282370) STE OF ALABAMA-ALABAMA CORRECTIONAL INDUSTRIES

Adopted:

_____

City Clerk

Bill To	Requisition 00009262-00 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: 9105fola Status: Approved Page 1

Vendor

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.GOV

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/10/26	00000				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
001	BED, OAK W/ DRW THREE DRAWERS UNDER BED FINISH: TBD; ITEM #FRBEDOAKDR5437 PER QUOTE Vendor Item	12.00 EACH	3699.00000	44388.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C1049 .OPERSUPPLS. .			44388.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
002	TABLE WOOD, CONFERENCE	1.00 EACH	9020.00000	9020.00
	Additional Description Notes --- CUSTOM CONFERENCE TABLE SOLID OAK WOOD SIZE - 48" X 180" FINISH: TBD; ITEM #FRCONTABOAK5439 per quote Vendor Item Inventory Item/Loc 5449			

Bill To	Requisition 00009262-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.GOV

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/10/26	00000				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C1049 .OPERSUPPLS. .			9020.00

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

003	TABLE, END OAK SOLID WOOD FINISH: TBD - TO MATCH BED; ITEM # FRENDTABOAK5437 PER QUOTE Vendor Item	3.00 EACH	1095.00000	3285.00
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C1049 .OPERSUPPLS. .			3285.00

Bill To	Requisition 00009262-00 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: 9105fola Status: Approved Page 3

Vendor	Ship To
	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.GOV Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/10/26	00000				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
004	TABLE, COFFEE, OAK SOLID WOOD FINISH: TBD - TO MATCH BED; ITEM #FRCOFTABOAK5437 Vendor Item	1.00 EACH	1395.00000	1395.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C1049 .OPERSUPPLS. .			1395.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY			

Bill To	Requisition 00009262-00 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: 9105fola Status: Approved Page 4

Vendor

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.GOV

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/10/26	00000				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	2851 OLD SHELL ROAD MOBILE, AL 36607			
005	SORTER, OAK, WALL WALL-HUNG FINISH: TBD; ITEM #FRSORTOAK5437 PER QUOTE Vendor Item	3.00 EACH	935.00000	2805.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C1049 .OPERSUPPLS. .			2805.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

Requisition Link

Requisition Total 60893.00

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

Account	Amount	Remaining Budget
E C1049 .OPERSUPPLS. .	60893.00	.00

Bill To	Requisition 00009262-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.GOV

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/10/26	00000				FIRE ADMINISTRATION

Account	Amount	Remaining Budget
***** General Ledger Summary Section *****		
Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.	60893.00	248512.60

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
Approved	05/19/26	BRANDON JACKSON	Auto approved by: 910512538
Approved	05/19/26	BARRY GLISSON	
Approved	05/19/26	JAMES FRANK	Auto approved by: 910512538
Approved	05/19/26	BRENDA RHODES	
Approved	05/19/26	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	05/22/26	DONALD ROSE	Auto approved by: 9105fola
Approved	05/22/26	SANDRA LEWIS	Auto approved by: 9105fola
Approved	05/22/26	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	05/22/26	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	05/22/26	JAMES NEESE	Auto approved by: 9105fola
Approved	05/22/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105fola
Approved	05/22/26	REBECCA CRUMPLER	Auto approved by: 9105fola
Approved	05/22/26	ANNE FOLEY	
Approved	05/22/26	JOHN PAINE	Auto approved by: 9105fola
Approved	05/22/26	ANNE FOLEY	Auto approved by: 9105fola

Authorized By: _____ Date: _____
Signature

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: June 9, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to Sunbelt Fire, Inc for 27 sets of fire bunker coats and pants, helmets and boots for MFRD.

Amount of Contract:
$137,052.00

Funding Source
General fund and EMS expense

ATTACHMENTS:
1. 20260526 Sunbelt Agenda Package POs

REVIEWERS:
Tiereney Leverette
Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 2 June 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 Sunbelt Fire Inc.

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Sunbelt Fire, Inc for 27 sets of fire bunker coats and pants, helmets and boots for MFRD.

General fund and EMS expense

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $137,052.00

FUNDING SOURCE:

Budget Item: See Requisitions Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: HGAC cooperative purchasing agreement, not on state contract.

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

How many bidders submitted bids (if applicable): na

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

_____

_____

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
12786	2026	(1510) FIRE ADMINISTRATION	27 SETS OF FIRE BUNKER COATS, PANTS, HELMETS AND BOOTS FOR MFRD (HGAC COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$137,052.00	(198904) SUNBELT FIRE INC

Adopted:

_____

City Clerk

Bill To	Requisition 00012786-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910521901
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
SUNBELT FIRE INC	FIRE CENTRAL SUPPLY
8050 MCGOWIN DRIVE	2851 OLD SHELL ROAD
	MOBILE, AL 36607
FAIRHOPE, AL 36532	RICHARDSONV@CITYOFMOBILE.ORG
Tel#251-928-9917	Delivery Reference
Fax 251-928-9933	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/20/26	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER HGAC CONTRACT # EE11-24			
	AS PER QUOTE: Q-45413			
001	FIRE PROTECTION CLOTHING, FIRE COAT: GLDC364-J Gxcel Coat, PBI Max, Glide Ice PBI G2, Stedair Gold; PER QUOTE : Q-45413 Vendor Item	27.00 EACH	2295.00000	61965.00
	1 1000.30.15.1510.1510.1510.0000.0000.44020.			30982.50
	2 6120.70.15.0000.0000.1510.0000.0000.44020.			30982.50
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

Bill To	Requisition 00012786-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1510.1510.0000.0000.44020. Review: Buyer: 910521901 Status: Approved Page 2

Vendor	Ship To
SUNBELT FIRE INC 8050 MCGOWIN DRIVE FAIRHOPE, AL 36532 Tel#251-928-9917 Fax 251-928-9933	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/20/26	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
002	FIRE PROTECTION CLOTHING;PANT: GLFC364-J Pant System, PBI Max, Glide Ice PBI G2, Stedair Gold; PER QUOTE : Q-45413 Vendor Item	27.00 EACH	1720.00000	46440.00
	1 1000.30.15.1510.1510.1510.0000.0000.44020.			23220.00
	2 6120.70.15.0000.0000.1510.0000.0000.44020.			23220.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
003	FIRE PROTECTION CLOTHING, BOOTS: GL1201420; GL1201420 Leather 14" Pull On Boot; PER QUOTE : Q-45413 Vendor Item	27.00 EACH	615.00000	16605.00
	1 1000.30.15.1510.1510.1510.0000.0000.44020.			8302.50

Bill To	Requisition 00012786-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910521901
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
SUNBELT FIRE INC	FIRE CENTRAL SUPPLY
8050 MCGOWIN DRIVE	2851 OLD SHELL ROAD
	MOBILE, AL 36607
FAIRHOPE, AL 36532	RICHARDSONV@CITYOFMOBILE.ORG
Tel#251-928-9917	Delivery Reference
Fax 251-928-9933	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/20/26	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
2	6120.70.15.0000.0000.1510.0000.0000.44020.			8302.50

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

004	FIRE PROTECTION CLOTHING; HELMETS; MSA10247315 Stock Black 1836, Defender, Blk Nomex Earlaps, Carved Brass Eagle Q-45413 Vendor Item	27.00 EACH	446.00000	12042.00
1	1000.30.15.1510.1510.1510.0000.0000.44020.			6021.00
2	6120.70.15.0000.0000.1510.0000.0000.44020.			6021.00

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Bill To	Requisition 00012786-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910521901
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
SUNBELT FIRE INC	FIRE CENTRAL SUPPLY
8050 MCGOWIN DRIVE	2851 OLD SHELL ROAD
	MOBILE, AL 36607
FAIRHOPE, AL 36532	RICHARDSONV@CITYOFMOBILE.ORG
Tel#251-928-9917	Delivery Reference
Fax 251-928-9933	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/20/26	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

Requisition Link

Requisition Total 137052.00

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

Account	Amount	Remaining Budget
1000.30.15.1510.1510.1510.0000.0000.44020.		
	68526.00	1637246.24
FIRE ADMINISTRATION EXP OPERATING SUPPLIES		
6120.70.15.0000.0000.1510.0000.0000.44020.		
	68526.00	1637246.24
EMERGENCY MEDICAL SVCS EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	05/22/26	DONALD ROSE	Auto approved by: 910521901
Approved	05/22/26	SANDRA LEWIS	Auto approved by: 910521901
Approved	05/22/26	STEVEN KRONINGER	Auto approved by: 910521901
Approved	05/22/26	SAMANTHA COOLEY	Auto approved by: 910521901
Approved	05/22/26	JAMES NEESE	Auto approved by: 910521901
Approved	05/22/26	PATRICIA KENNEDY-JONES	
Approved	05/22/26	REBECCA CRUMPLER	Auto approved by: 910521901
Approved	05/22/26	ANNE FOLEY	Auto approved by: 910521901
Approved	05/22/26	JOHN PAINE	Auto approved by: 910521901

Bill To	Requisition 00012786-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910521901
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
SUNBELT FIRE INC	FIRE CENTRAL SUPPLY
8050 MCGOWIN DRIVE	2851 OLD SHELL ROAD
	MOBILE, AL 36607
FAIRHOPE, AL 36532	RICHARDSONV@CITYOFMOBILE.ORG
Tel#251-928-9917	Delivery Reference
Fax 251-928-9933	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/20/26	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Product Information

Product Description

Variety of turnout jackets, pants, boots, and hoods

Manufacturer

Globe Manufacturing Company LLC

Product Code

Contract

EE11-24 Emergency Medical, Safety, and Rescue Equipment

Contract Category

Emergency Equipment & Supplies

Discount

25%

Keyword(s)

Emergency, medical, safety, rescue

View Catalog

Suppliers Offering This Product

Allsource Enterprise LLC dba Safe Industries
Taylor Dowling
tdowling@safeindustries.com
Phone: 803-960-8979
Fax:

Allsource Enterprise LLC dba Safe Industries
William Gray
wgray@safeindistries.com
Phone: 570.249.0324
Fax:

Allsource Enterprise LLC dba Safe Industries
Meredith Martin
mmartin@safeindustries.com
Phone: 877.997.7233
Fax: 864.845.7176

Allsource Enterprise LLC dba Safe Industries
Louis Al Willimon
al@safeindustries.com
Phone: (864) 845-7175
Fax:

Casco Industries, Inc.
David Stewart
david@cascoindustries.com
Phone: 800-551-8787
Fax: 253-681-7877

MSA Safety Incorporated
Scott McGuire
scott.mcguire@msasafety.com
Phone: 724-742-8028
Fax: 724-741-1558

Sunbelt Fire, Inc.
Kent Bradley
kbradley@sunbeltfire.com
Phone: 800-642-8484 x 106
Fax: 251-928-9933

Sunbelt Fire, Inc.
Patrick Hitpas Hitpas
phitpas@sunbeltfire.com
Phone: 251-850-6929
Fax:

Sunbelt Fire, Inc.
Mike Sims
msims@sunbeltfire.com
Phone: 800.642.8484
Fax: 251-928-9933

Contact HGACBuy

Veronica Johnson
veronica.johnson@h-gac.com
Phone: 713-993-2446
Fax: 713-993-4548

Return to Products & Services | View This Contract

Contact Information

H-GAC Mailing Address:
P.O. Box 22777
Houston, TX. 77227-2777

H-GAC Physical Address
3555 Timmons Lane, Suite 120
Houston, TX 77027

Phone: 832-810-2667

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Product Information

Product Description

MSA safety products, PPE, and gas detection equipment

Manufacturer

MSA

Product Code

Contract

EE11-24 Emergency Medical, Safety, and Rescue Equipment

Contract Category

Emergency Equipment & Supplies

Discount

15%

Keyword(s)

Safety, PPE, emergency, gas detection

View Catalog

Suppliers Offering This Product

Casco Industries, Inc.
David Stewart
david@cascoindustries.com
Phone: 800-551-8787
Fax: 253-681-7877

MSA Safety Incorporated
Scott McGuire
scott.mcguire@msasafety.com
Phone: 724-742-8028
Fax: 724-741-1558

Sunbelt Fire, Inc.
Kent Bradley
kbradley@sunbeltfire.com
Phone: 800-642-8484 x 106
Fax: 251-928-9933

Sunbelt Fire, Inc.
Patrick Hitpas Hitpas
phitpas@sunbeltfire.com
Phone: 251-850-6929
Fax:

Sunbelt Fire, Inc.
Mike Sims
msims@sunbeltfire.com
Phone: 800.642.8484
Fax: 251-928-9933

Contact HGACBuy

Veronica Johnson
veronica.johnson@h-gac.com
Phone: 713-993-2446
Fax: 713-993-4548

Return to Products & Services | View This Contract

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

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

Rachel Laurie Riddle
Chief Examiner

December 23, 2025

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education
Other Entities subject to §§ 16-13B-1, et seq. and 41-16-50, et seq., *Ala. Code* 1975

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135, the Department has reviewed the competitive bidding process used by the Houston-Galveston Area Council ("H-GAC"), a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by H-GAC pursuant to the competitive bid laws of the State of Texas.

Based on the Department's review, the competitive bid process used by H-GAC is approved for use through **December 31, 2026**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135.

Prior to utilizing H-GAC, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

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

Attention Counties and Municipalities:

Please be advised, this letter authorizes the purchase of materials or equipment that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code*

1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than $100,000 as a result of the exclusion of the purchase of the materials or equipment. See Section 39-2-2(m)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.

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

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: June 9, 2026

Submitted by:
Shonnda Smith, Exec Director

Sponsored by:

Purpose and Scope of Project:
Teaching Pro Contract for Whitsett Mathison to teach tennis lessons and clinics at the Mobile Tennis Center

Amount of Contract:
$80,000 per year for a 3 year term

Funding Source
Pros will be paid for lessons that are taken by the public.Payments are made before Pro can be paid.

ATTACHMENTS:
1. 2026 CONTRACT WHITSETT MATHISON 5.26
2. WHITSETT MATHISON RESOLUTION 5.26

REVIEWERS:
Tiereney Leverette
Lana Pafenbach

STATE OF ALABAMA)

COUNTY OF MOBILE)

PROFESSIONAL SERVICES CONTRACT
City of Mobile

This Professional Services Contract (sometimes hereinafter "Agreement"), made and entered into as of the date of execution, by and between **THE CITY OF MOBILE**, a Municipal Corporation of the State of Alabama (hereinafter referred to as the "City") and **Whitsett Mathison** an Alabama Professional Tennis Instructor, (hereinafter "Contractor"), as follows:

WHEREAS, the Contractor is uniquely qualified and has expertise in teaching tennis lessons/clinics; and

WHEREAS, said services benefit the public at large and the community and it serves a public purpose for the City desires to assist Contractor financially in providing said services; and

WHEREAS, the specialized nature of the services required does not fall within any current classification of the Mobile County Personnel Board, making it appropriate to secure such services by independent contract; and

WHEREAS, City desires to engage this Contractor, due to the Contractor's high degree of professional skill, competence, and personality especially suited to provide said services upon the following terms and conditions.

NOW THEREFORE, City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

A. The professional services to be performed by the Service Provider under this Agreement ("Services") for City of Mobile are attached hereto as EXHIBIT A.

B. The Contractor shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent professional practicing under the same or similar circumstances and as expeditiously as is prudent considering the ordinary professional skill and care of such profession

C. The Contractor shall report to Scott Novak, the Manager of the Mobile Tennis Center or his/her designee .

II. TERM OF AGREEMENT

A. This Contract shall commence immediately upon execution by both the City and the Contractor. It shall continue for a period of three (3) year or thirty six (36) months, subject to the renewal and/or availability of funding.

III. COMPENSATION

The total amount payable for hourly compensation only under this Agreement shall not exceed Eighty Thousand Dollars ($80,000.00) per fiscal year. This hourly compensation applies solely to amounts paid by the City on an hourly basis and does not include compensation derived from public clinic flat-rate payments or the Contractor's eighty-five percent (85%) private lesson revenue splits, which shall be calculated separately in accordance with Exhibit B.

IV. METHOD OF PAYMENT

A. Payments shall be made via direct deposit to a banking institution designated by the Contractor.

V. ADDITIONAL SERVICES

A. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.

B. If the City requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on an amended fee schedule to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before the commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the Contractor. Notwithstanding the

preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

VI. LIABILITY OF CONTRACTOR

A. To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. Contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

B. This section of the Agreement will survive the expiration or termination of the Agreement.

VII. CONTRACTOR'S INSURANCE.

For the term of this Agreement, the Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured,*** and shall attach to this contract, as proof thereof, a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama. Said insurance coverage shall be Primary and Non-contributory, waiver of subrogation shall apply in favor of City with respect to all policies, and no policy will be altered or terminated unless City shall be given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination

A. General Liability Insurance - public liability including premises, products and complete operations.

(1) Bodily injury liability:

$250,000 each person
$500,000 each occurrence

(2) Property damage liability:

$100,000 each occurrence

Or, (in lieu of (1) and (2) above)

(3) Bodily injury and property damage combined:

$500,000 per occurrence

If the certificate of insurance referenced in this agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it will not purchase or obtain any vehicles during the term of this Agreement.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

A. The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.

B. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.

C. The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor.

IX. FORCE MAJEURE

A. The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the City's purchase order or specified by the City's Department Head, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

X. OBLIGATIONS OF CITY

A. City shall designate a Department Head(s) or other person to act as City's representative with respect to this Agreement, as set out herein above. Such person(s) will have the authority to transmit instructions, receive information, and interpret and define the City's policies and decisions regarding the scope of services.

B. City shall furnish to Contractor all applicable information and technical data in City's possession or control reasonably requested by Contractor for the proper performance of the Services.

C. The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement.

D. The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

XI. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

B. Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience.

D. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

E. In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above.

XII. DISPUTE RESOLUTION

A. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile City, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

B. Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement.

C. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.

XIII. NOTICES

A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project, is Scott Novak, manager of the Mobile Tennis Center, as a designated representative.

B. Any notices of default or termination shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:
City Clerk
City of Mobile
Post Office Box 1827
Mobile, AL 36633-1827

Copy to:
City Attorney
City of Mobile Legal Department
P.O. Box 1827
Mobile, AL 36633-1827

CONTRACTOR:
Whitsett Mathison
6417 Autumn Ridge Drive
Mobile, Al. 36695

C. Any change in the Mobile Tennis Center Management or the Contractor's Representative will be promptly communicated by the party making the change.

XIV. DEFAULT/ BREACH.

A. **Default**. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to communicate adequately with the City regarding progress or issues, 6) unauthorized assignment or transfer of the contract without prior written consent from the City, 7) failure to correct deficiencies after receiving written notice from the City, 8) misrepresentation or falsification of information provided during performance, 9) failure to maintain required insurance coverage , 10) unauthorized use of City property, equipment, or resources, 11) violation of confidentiality or data protection requirements outlined in the contract, 12) failure to provide required reports, documentation, or certifications, 13) failing to comply with written directives from the City to correct specific issues or deficiencies, 14) failure to maintain adequate security measures for sensitive information or physical assets.

XV. EFFECT OF DEFAULT

A. Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Contractor for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Contractor and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, in either case by giving Contractor written notice of such termination. In the event of termination of this Agreement by the City because of the Contractor's default or breach, the City may take possession of all material, and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

XVI. WITHHOLDING PAYMENT DUE

A. Default by Contractor shall excuse any obligation of City to pay compensation or sums otherwise due Contractor under the agreement. City may withhold any and all sums due if there has been a default or breach by Contractor of any provision of this agreement.

XVII. CURE PLAN

A. If Contractor fails to comply with any material provision of this agreement, the City may issue a written notice requiring Contractor to submit a corrective action plan (CAP) within such time as City directs. If Contractor fails to provide an acceptable CAP or does not cure the breach within the time frame specified, the City may invoke additional sanctions or terminate this Agreement.

XVIII. ANTI-BOYCOTT

A. Contractor agrees it is not currently engaged in and will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade within the meaning of Alabama Code 41-16-5.

XIX. NON-DISCRIMINATION

A. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability.

XX. COMPLIANCE WITH IMMIGRATION LAW

A. By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the *E-Verify* program. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

XXI. MISCELLANEOUS

A. 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. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

M. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

N. 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.

O. 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.

P. 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.

Q. 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.

R. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

S. 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.

T. The Contractor shall submit to and maintain proper background clearance with the City of Mobile Police Department and comply with all pre-employment measures, including participation in the City's Drug-Free Workplace Program.

U. This Agreement is the final expression of the agreement between the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements. No representations, warranties, or stipulations, either oral or written, are not contained herein.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

By signing below, the parties acknowledge they have read, understood, and agree to abide by the terms of this Contract, including all incorporated exhibits.

CONTRACTOR

By: Whitsett A. Mathison
Whitsett Mathison
Date: 5/26/2026

State of Alabama }
County of Mobile }

I, the undersigned Notary Public, in and for said county and state, hereby certify that Whitsett Mathison is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

In witness whereof, I hereunto set my hand and official seal on this 26th day of May, 20 26

Thomas M Jackson
Notary Public
Print Thomas M Jackson
My commission expires: Oct 25/28

(Seal)

THOMAS M. JACKSON
MY COMMISSION EXPIRES
OCTOBER 25, 2028
NOTARY PUBLIC
STATE OF ALABAMA

CITY OF MOBILE

By: _____
Spiro N. Cheriogotis, Mayor
Date: _____

ATTEST:

_____
Its City Clerk

EXHIBIT A – Statement of Work

1. Contractor will possess and maintain a current SafePlay certification, USPTA or PTR certification, liability insurance with additional coverage to include City of Mobile, and CPR/AED certification. Performance of work below this standard or failure to maintain the required proficiency will be cause for termination of the contract.

2. Contractor will always maintain a professional appearance and demeanor while engaged in performance of the contract. Contractor will reflect the Tennis Center's customer friendly, helpful, professional, and knowledgeable image.

3. Contractor will uphold and enforce Mobile Tennis Center Policies and Procedures and strictly enforce and adhere to the Inclement Weather Policy.

4. Tennis Center will set and collect all Customer fees for lessons and court usage. Students will make all lesson payments with the Tennis Center. Tennis Center will coordinate with Contractor to assign Customers to Contractor based on Contractor availability. Contractor is not required to accept any specific Customers or conduct any specific classes. Once Contractor accepts a customer or class assignment, Contractor is required to keep the student and class commitment for the duration of the scheduled class duration unless otherwise agreed to by the Tennis Center Director. The Tennis Center will notify students of class assignments and meeting dates and times. Contractor is not guaranteed a minimum amount of work.

5. Contractor is required to teach a minimum of 4 hours of public clinics per week when scheduled through the Mobile Tennis Center if the hours are available.

6. Contractor may also independently schedule Contractor's own lessons, at Contractor's own schedule, directly with Customers. Contractor must notify Tennis Center, of any planned instruction times, locations, and student names, at least 24 hours in advance of any class. Contractors must direct Customers to make payment for classes directly with the Tennis Center. The City will take 15% of every fee paid by the public for private lessons and group lessons.

7. Contractor will notify the City promptly of any Customer complaints regarding contract services provided.

8. The City will provide balls, baskets, and other teaching aids to the contractor within reason.

9. City will pay Contractor per hour Contractor teaches according to the below pay rate schedule.

10. Contractor will invoice City, and City will pay Contractor, bi-weekly for the number of lessons taught the previous two weeks. Contractor must detail in Contractor's invoice the class dates, location, duration, and number of students for each class for which instructor is invoicing.

EXHIBIT A - Tennis Contractor Pay Rates

Private Instructor Lesson Rates at Mobile Tennis Center

HALF HOUR

Customer Pays $30.00 (1-6 STUDENTS) 85% to Instructor = $25.50

1 HOUR

Customer Pays $60.00 (1-6 STUDENTS) 85% to Instructor = $51.00
Customer Pays $70.00 (7-8 STUDENTS) 85% to Instructor = $59.50
Customer Pays $80.00 (9-12 STUDENTS) 85% to Instructor = $68.00

Public Clinic Instructor Pay Rates at Mobile Tennis Center

*HALF HOUR

$30.00 (1-6 STUDENTS)

*1 HOURS

$60.00 (1-6 STUDENTS)
$70.00 (7-8 STUDENTS)
$80.00 (9-12 STUDENTS) if only one Instructor

Private Group Clinic Instructor Pay Rate at Mobile Tennis Center

- City retains 15% of amount collected for Private Group Clinic Instruction
- Rates negotiated and agreed upon among Mobile Tennis Centers Administration, Instructor and Group Representative
- Rate cannot be lower than a Private Lesson Instructor Rate
- Private Clinic hours do not count as part of the Public Clinic Instruction requirement in the contract

01- 2026

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 and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement with Whitsett Mathison to provide Tennis Teaching Pro for Parks and Recreation Department, compensation for work provided by the contractor will be as provided in the statement of work but in no event should not exceed $80,000 per year as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy of said agreement is filed in the office of the City Clerk.

BE IT FURTHER RESOLVED that the City Council finds that this resolution is necessary to perform essential minimum functions of the Council.

Adopted:

_____

City Clerk

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 the East side of Tacon Street, 267'± North of Cameron Street

Pursuant to Resolution of the Mobile, Alabama City Council adopted May 5, 2026, a public hearing will be held on the 9th day of June, 2026, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at the East side of Tacon Street, 267'± North of Cameron Street from R-1, Single-Family Residential District, to B-3, Community Business Urban 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 71, TACON PLACE AS RECORDED IN DEED BOOK 116 PAGE 242, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from Single-Family Residential Urban District (R-1), to Community Business Urban District (B-3), 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-3, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in an B-3, until all of the condition set forth below has been complied with: 1. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below 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 9th day of June, 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 13th day of May, 2026 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at the **East Side of Tacon Street, 267 ±' North of Cameron Street.**

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

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

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

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

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

LOT 71, TACON PLACE AS RECORDED IN DEED BOOK 116 PAGE 242, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed **from Single-Family Residential Urban District (R-1), to Community Business Urban District (B-3),** 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-3**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in an **B-3,** until all of the condition set forth below has been complied with: 1. Full compliance with all municipal codes and ordinances.

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

Adopted:

Lisa Lambert, City Clerk

Christopher J. Hughes
East Side of Tacon Street, 267 ±' North of Cameron Street
Council District 1
Cory Penn

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

April 23, 2026
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **April 16, 2026**, considered the request of **Christopher J. Hughes,** for a change in zoning from **Single-Family Residential Urban District (R-1), to Community Business Urban District (B-3),** for the property located at the **East Side of Tacon Street, 267 ±' North of Cameron Street**.

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

Copies of the application and report are attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

April 17, 2026

Byrd Surveying
2609 Halls Mill Road
Mobile, Alabama 36606

Re: East Side of Tacon Street, 267±' North of Cameron Street
ZON-UDC-003666-2026
Christopher J. Hughes
District 1
Rezoning from Single-Family Residential Urban District (R-1) to Community Business Urban District (B-3)

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

At its meeting on April 16, 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-3, Community Business Urban District**:

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

As such, the Planning Commission voted to recommend approval of Rezoning the property to **B-3, Community Business Urban District**, to the City Council, subject to the following condition:

1. Full compliance with all municipal codes and ordinances.

The advertising fee for this application based on the current legal description is **$270.18**. 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.

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:	2609 HALLS MILL ROAD	
Email:	[redacted]	
Phone:		
Email:		
Name:	BYRD SURVEYING	

[redacted]

	Owner	Design Professional
Name:	CHRISTOPHER J. HUGHES	
Firm:		
Phone:	[redacted]	
Email:		
Address:		

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

64 TACON STREET — Property Address

7798 SF — Property Area (acres or square feet)

KEY #00772051 — Parcel Number(s) or Key Number(s)

R-1 URBAN — Present Zoning or Transect District

B-3 URBAN — 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.

Christopher J. Hughes — Owner Signature

03/10/2026 — Date

Kori P. G — Applicant or Agent Signature (if applicable)

3/10/2026 — 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.

Kori P. G — Applicant or Agent Signature

3/10/2026 — Date

[redacted]

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

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A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
THE PROPOSAL IS FOR THE OWNERS PRIVATE USE AS A STORAGE BUILDING FOR HIS BOAT, UTILITY TRAILER, ALL-TERRAIN VEHICLE, ETC. THIS IS THE SAME AS A GARAGE OR STORAGE BUILDING IN THE REAR YARD OF ANY RESIDENCE.

NEIGHBORHOOD CENTER-TRAD.
Future Land Use Map (FLUM) Designation

B-3 URBAN
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.
THERE WILL BE NEW CONSTRUCTION IN THE AREA AND OCCASIONAL USE OF BUILDING THAT WILL PROMOTE A MORE SAFE NEIGHBORHOOD.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.
THIS AREA HAS CHANGED FROM R-1 TO B-2 AND B-3 CLASSIFICATION. SOME PROPERTIES ARE ZONED R-1 BUT ARE USED FOR BUSINESS.

[redacted]

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.
   PARCEL AT 2660 OLD SHELL ROAD HAS PLANS TO CONSTRUCT A RESTAURANT.
   PARCEL AT 2657 OLD SHELL ROAD IS A CONVERTED RADIATOR SHOP TO REALTOR OFFICE.

2. Describe the surrounding land uses.
   50' NORTH IS STORAGE YARD FOR AUTO REPAIR; WEST SIDE OF TACON STREET ARE RESIDENCES, PARKING LOT FOR UMS-WRIGHT SCHOOL, AND OFFICE BUILDINGS; SOUTH OF SITE ARE RESIDENCES AND CONTRACTOR'S OFFICE; EAST SIDE IS STORAGE BUILDING AND AREA FOR A MACHINE SHOP.

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.
   NO ADVERSE IMPACTS ARE ANTICIPATED.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.
   THERE IS ADEQUATE INFRASTRUCTURE FOR THE DEVELOPMENT.

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 USE OF THE NEW BUILDING WILL NOT GENERATE ANY EXCESSIVE NOISE.

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

N/A

[redacted]

City of Mobile • Planning & Zoning

Owner's Letter of Authorization

I, CHRISTOPHER J. HUGHES, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at 64 TACON STREET.

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

BYRD SURVEYING
Designee (1)

[redacted]

Phone Number

Christopher J. Hughes
Signature of Property Owner

Designee (2)

Email

Phone Number

03/10/2026
Date

[redacted]

2022

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.

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- ■ Planning Commission Application
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- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer

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   THE PROPOSAL IS FOR THE OWNERS PRIVATE USE AS A STORAGE BUILDING FOR HIS BOAT, UTILITY TRAILER, ALL-TERRAIN VEHICLE, ETC. THIS IS THE SAME AS A GARAGE OR STORAGE BUILDING IN THE REAR YARD OF ANY RESIDENCE.

   NEIGHBORHOOD CENTER-TRAD. — Future Land Use Map (FLUM) Designation

   B-3 URBAN — 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.
   THERE WILL BE NEW CONSTRUCTION IN THE AREA AND OCCASIONAL USE OF BUILDING THAT WILL PROMOTE A MORE SAFE NEIGHBORHOOD.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.
   THIS AREA HAS CHANGED FROM R-1 TO B-2 AND B-3 CLASSIFICATION. SOME PROPERTIES ARE ZONED R-1 BUT ARE USED FOR BUSINESS.

[redacted]

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.
   PARCEL AT 2660 OLD SHELL ROAD HAS PLANS TO CONSTRUCT A RESTAURANT.
   PARCEL AT 2657 OLD SHELL ROAD IS A CONVERTED RADIATOR SHOP TO REALTOR OFFICE.

2. Describe the surrounding land uses.
   50' NORTH IS STORAGE YARD FOR AUTO REPAIR; WEST SIDE OF TACON STREET ARE RESIDENCES, PARKING LOT FOR UMS-WRIGHT SCHOOL, AND OFFICE BUILDINGS; SOUTH OF SITE ARE RESIDENCES AND CONTRACTOR'S OFFICE; EAST SIDE IS STORAGE BUILDING AND AREA FOR A MACHINE SHOP.

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.
   NO ADVERSE IMPACTS ARE ANTICIPATED.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.
   THERE IS ADEQUATE INFRASTRUCTURE FOR THE DEVELOPMENT.

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 USE OF THE NEW BUILDING WILL NOT GENERATE ANY EXCESSIVE NOISE.

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

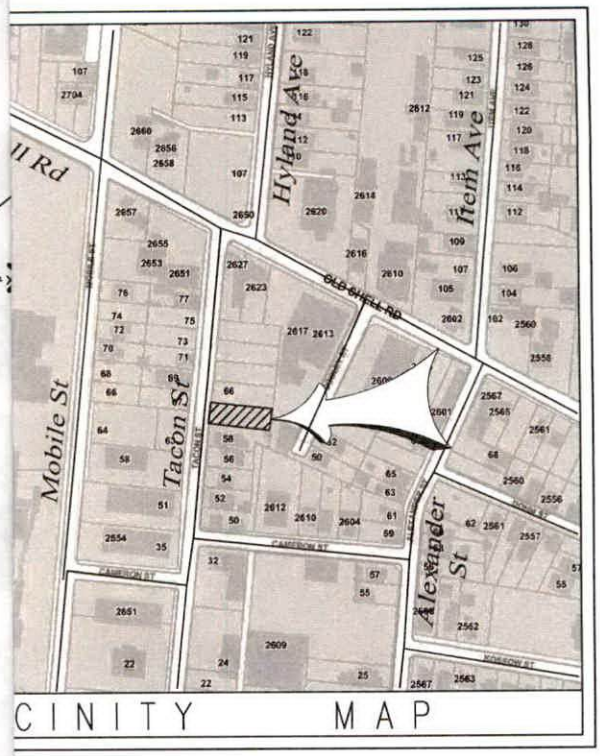
N/A

[redacted]

Tacon Street 50' R/W

(R) 52.00'
(C) N 00°33'21" E 51.98'

12' DRIVE



CINITY MAP

= 7,798 S.F

15%) = 1,170 S.F

= 5,035 S.F

ED (60% OF 15%) = 702 S.F

ED = 2,914 S.F

NOTES:

1. COMPLIA

2. GARBAGE

OPOSED REZONING
R-1 TO B-3

SMITH CLARK & ASSOCIATES OF MOBILE, D.B.A.

BYRD SURVEYING

609 HALLS MILL ROAD
61) 476-5010
CALE : 1" = 20'
6BS007

MOBILE , ALABAMA
BYRD•BYRDSURVEYING.BIZ
MARCH 9, 2026

△ = OPEN TOP IRON FOUND ○ = BYRD SURVEYING, INC. 5/8" CAPPED ACK R/R = RAILROAD SPIKE ASPH. = ASPHALT R/W = RIGHT OF WAY MB = MAP BOOK
▲ = CRIMP TOP IRON FOUND ● = CAPPED REBAR FOUND (COMP IRON FND. = OBJECT FOUND G.W. = GUY WIRE DB = DEED BOOK RPB=REAL PROPERTY BOOK

26BS007

Outlook

Christopher J. Hughes (ZON-UDC-003666-2026)

[redacted]

Good afternoon,

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

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

1. **Neighborhood Meeting Documentation:**
   Complete and compliant Neighborhood Meeting documentation must be submitted to the Planning and Zoning Department **by 4:30 PM on Wednesday, April 1, 2026**.
   Note: Please make sure that any photos taken of the sign placed on the property are date stamped. The photos provided are not date stamped. The case has been updated in the customer self-service portal to allow uploads of revised photos, as well as any additional, required documents.

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

If the application fees are paid **by noon on Monday, March 16, 2026**, the case will be tentatively scheduled for the **April 16, 2026, Planning Commission** agenda. However, please note that if the Neighborhood Meeting documentation is not received by the stated deadline, the application will be held until all outstanding requirements are satisfied. Please be advised that, in accordance with Article 5, Section 64-5-4.E.4.(b) of the UDC, holdovers resulting from the failure to submit required documentation are subject to a fee equal to the initial application fee, including postage.

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.gov.

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

Thank You,
Logan Anderson
Principal Planner II
Planning & Zoning
[redacted]

BUILDMOBILE

Outlook

Re: ZON-UDC-003666-2026

[redacted]

Mr. Byrd,

We're in receipt of all required documentation for the above-referenced rezoning application. The request will remain on the April 16 Planning Commission agenda for their review and consideration.

Please let me know if you have any additional questions.

Thank You,
Logan Anderson
Principal Planner II
Planning & Zoning
[redacted]

BUILDMOBILE

[redacted]

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.

Good morning

I'm checking to be sure you have everything necessary for the Chris Hughes , 64 Tacon Street, rezoning to be on the April 16 agenda.

Thanks…Jerry

Gerald D. Byrd
Byrd Surveying
2609 Halls Mill Road
[redacted]

[redacted]

My apologies for the delayed response. I'll upload this information to the case. Thank you!

Logan Anderson
Principal Planner II
Planning & Zoning
[redacted]

BUILDMOBILE

[redacted]

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.

Attached are documents from the neighborhood meeting for the referenced application. I cannot find how to add them to the file in the portal. Sorry.

Thanks,

Kari Givens
[redacted]

Byrd Surveying
2609 Halls Mill Road
Mobile, AL 36606
[redacted]

Byrd Surveying
2609 Halls Mill Road • Mobile, Alabama 36606
[redacted]

Dear Neighbor,

The owner of the vacant lot at 64 Tacon Street is submitting a rezoning application to the City of Mobile to allow him to construct a storage building for his personal use. The lot is currently zoned R-1 for residential use but will require a B-3 zoning to build the storage building. He plans to store a boat, utility trailer, side-by-side all-terrain vehicle, etc.

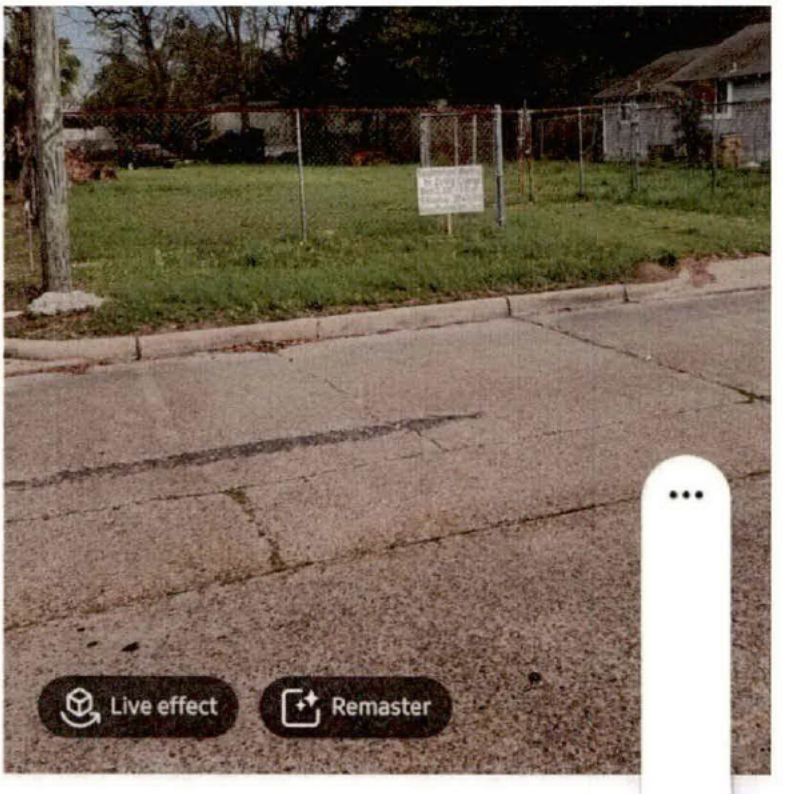
You are invited to attend a neighborhood meeting to further discuss the rezoning and we will answer any questions.

Meeting Location: Ashland Place United Methodist Church at 15 Wisteria Ave.
Date: March 23, 2026
Time 5:00 p.m.

If you wish to contact me prior to the meeting, you may call 251-476-5010, 8:00 a.m. to 3:00 p.m., Monday to Thursday or emai[redacted]

Sincerely,

Gerald D. Byrd
GDB/kpg



Monday, March 9, 2026 · 4:19 PM

[redacted]

Samsung SM-S901U

5.10 MB | 2252x4000 | 9MP

ISO 20 | 23mm | 0.0ev | F1.8 | 1/955 s

Add tag

Monday, March 9, 2026 · 4:19 PM

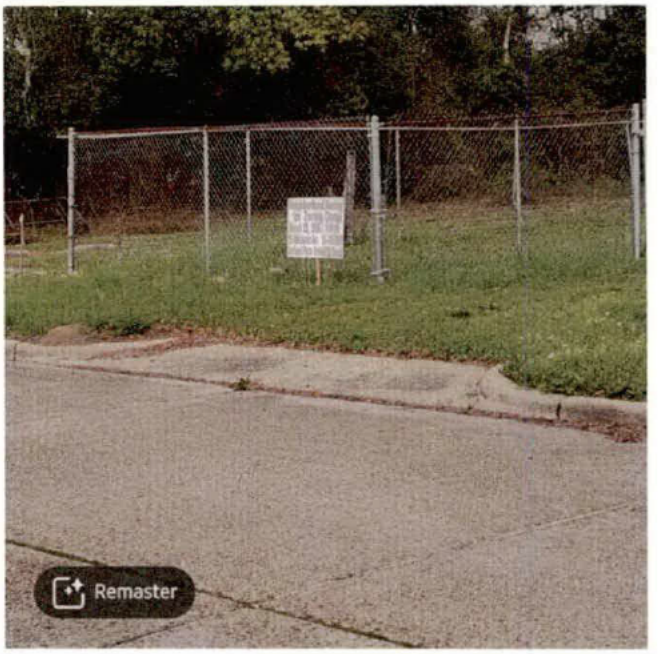
[redacted]

Samsung SM-S901U

2.95 MB | 2252x4000 | 9MP

ISO 25 | 69mm | 0.0ev | F2.4 | 1/748 s

Add tag



Tuesday, March 10, 2026 · 3:21 PM Edit

[redacted]

Screenshots

2.02 MB | 1080x2340 | 3MP

Add tag

Neighborhood Meeting

Date: 3/23/2026

Time: 5:00 pm

Location of Neighborhood Meeting: Ashland Place Methodist Church

Project Location: 64 Jacon Street

Project/Application (e.g. Rezoning from R-1 to B-1): R-1 to B-3

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

X [signature] Date: 3/23/2026

Please Sign In:

Name: Harold P. Gerhardt Jr. Email: [redacted]

Address: 2617 Old Shell Rd.

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

City of Mobile · Planning & Zoning

Neighborhood Meeting Cover Sheet

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

Date of Submittal: 3/24/2026

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: 3/23/2026

Neighborhood Meeting Time: 5:00 PM

Neighborhood Meeting Location: ASHLAND PLACE UNITED METHODIST CHURCH 15 WISTERIA AVE

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

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

Applicant's Name: CHRISTOPHER HUGHES By Byrd Surveying
(First Name & Last Name)

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

X _____ Date: 3/24/2026

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.

Page 1 of 1

Neighborhood Meeting Summary

Meeting Date: 3/23/2026

Meeting Time: 5:00 PM

Meeting Location: ASHLAND A. UNTD METH CH

Below is a summary of the proposed project presented at the Neighborhood Meeting:
APPLICANT PROPOSES TO CONSTRUCT METAL STORAGE BUILDING

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

Please attach copies of the distributed information to this summary.

Below is a summary of what occurred at the meeting (please provide the names of anyone who spoke, summarize any questions and responses, summarize any pertinent information discussed or any important activities that occurred):
ONLY ONE PERSON (HAROLD GERHARDT, JR) ATTENDED THE MEETING AND HE WAS THERE TO SHOW HIS SUPPORT FOR THE PROPOSED CONSTRUCTION

Neighborhood Meeting Summary
Date: 3/27/2026
Applicant: CHARLES REED-HUGHES

Meeting Location: ASHLAND PLACE UMC METHODIST CH
Application:

(Meeting summary, continued)

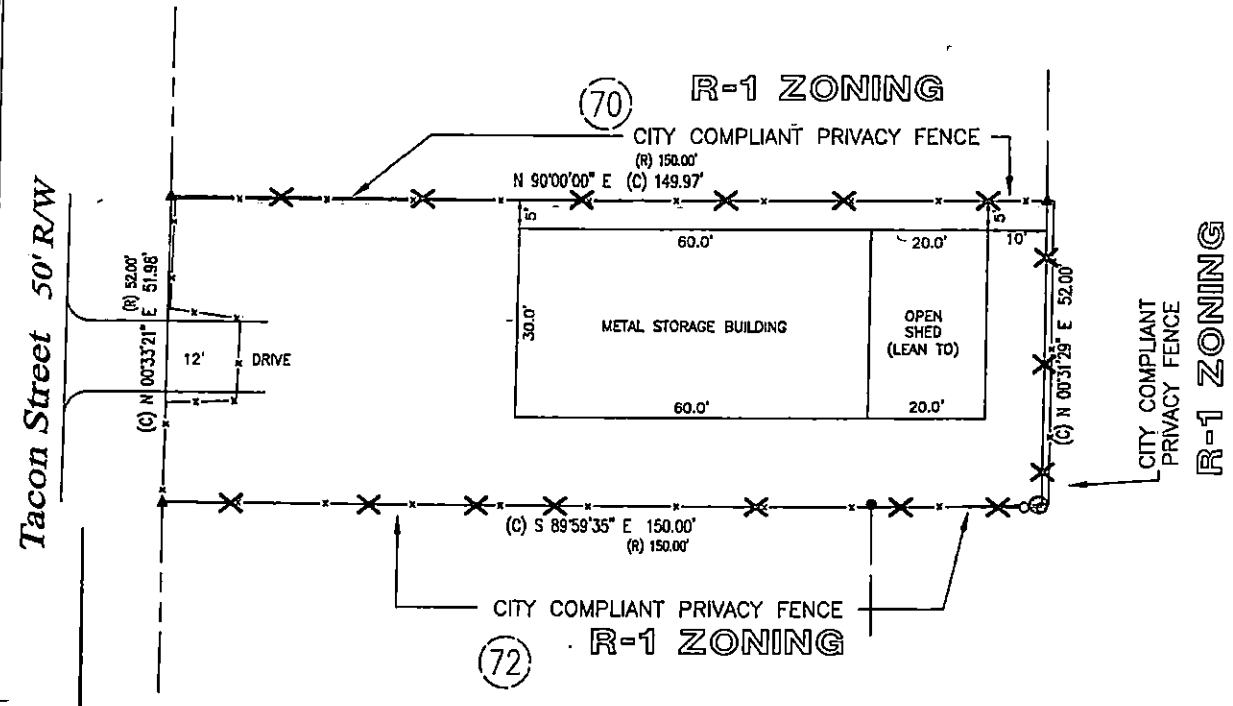
NOTHING ADDITIONAL

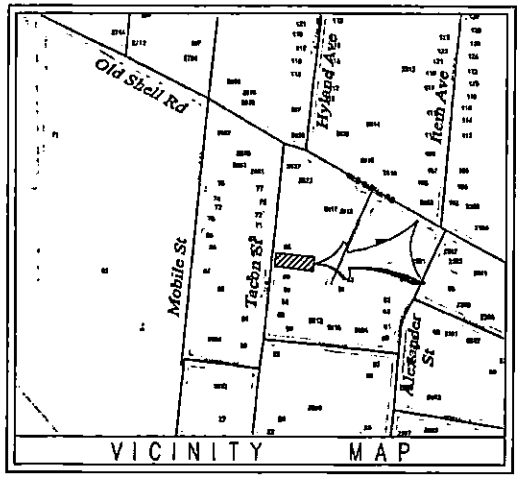
If meeting minutes were recorded, please provide a copy of the written minutes with this summary.

The Neighborhood Meeting ended at the following time: 6:00 PM

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

X _____ Date: 3/27/2026





LANDSCAPE DATA :

TOTAL AREA	=	7,798 S.F
LANDSCAPING REQUIRED (15%)	=	1,170 S.F
LANDSCAPING PROVIDED	=	5,035 S.F
FRONT LANDSCAPING REQUIRED (60% OF 15%)	=	702 S.F
FRONT LANDSCAPING PROVIDED	=	2,914 S.F

NOTES:

1. COMPLIANT LANDSCAPE PLAN TO BE SUBMITTED WITH THE CONSTRUCTION PLANS.
2. GARBAGE SERVICE WILL BE VIA CURBSIDE PICK UP.

N

LEGAL DESCRIPTION
LOT 71, TACON PLACE
AS RECORDED IN DEED BOOK 116 PAGE 242, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

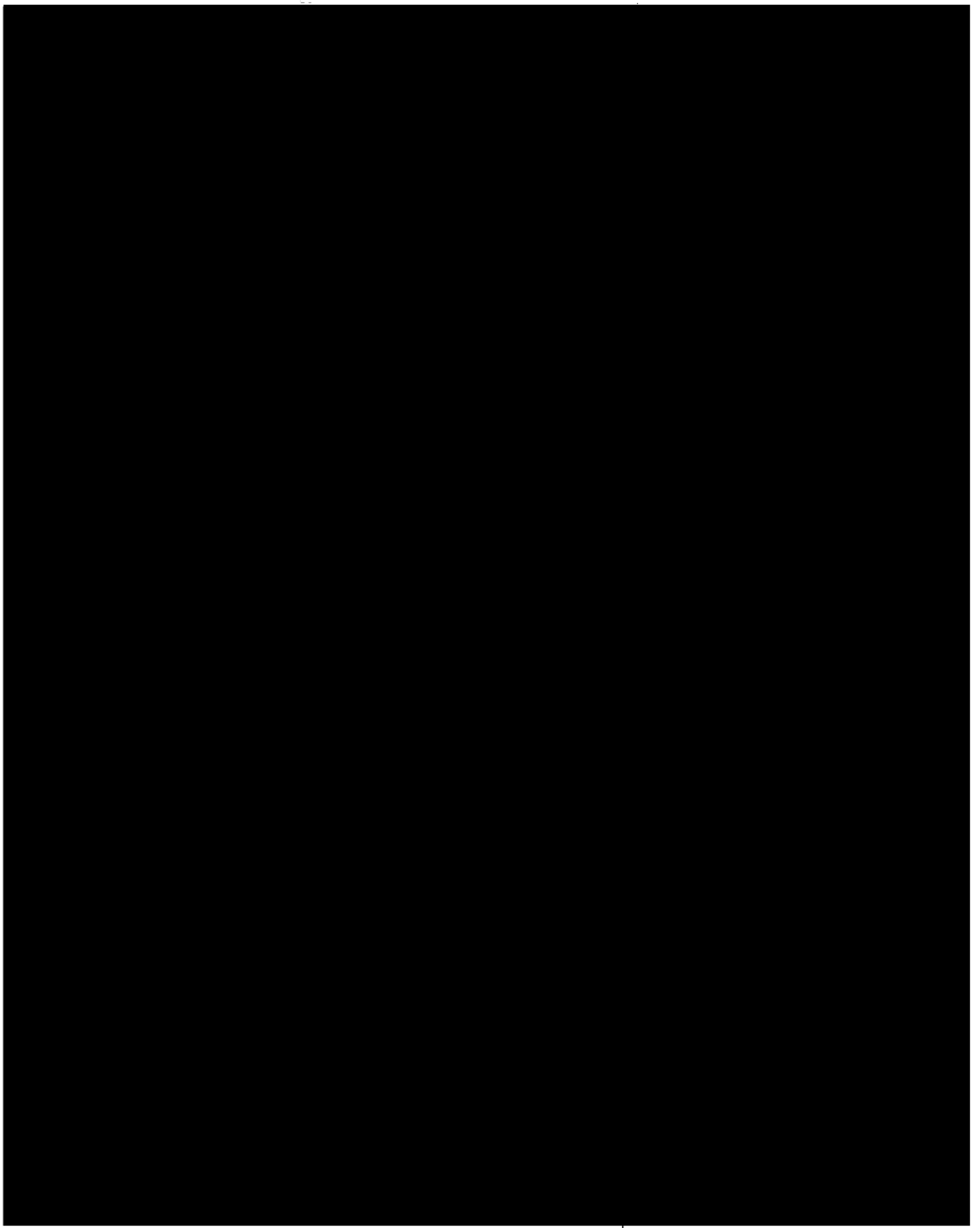
PROPOSED REZONING
R-1 TO B-3

SMITH CLARK & ASSOCIATES OF MOBILE, D.B.A.
BYRD SURVEYING

2509 HALLS MILL ROAD
(251) 476-5010
SCALE : 1" = 20'
26B5007

MOBILE, ALABAMA
BYRD@BYRDSURVEYING.BIZ
MARCH 9, 2026

▲ = OPEN TOP IRON FOUND ● = BYRD SURVEYING, INC. 5/8" CAPPED REBAR SET ○ = CONCRETE MONUMENT CONC. = CONCRETE "X" = "X" IN CONCRETE (R) = RECORD MEASUREMENT FROM DEED, PLATS, OR OTHER RECORDED INSTRUMENTS U.T.S. = UNABLE TO SET CORNER O.U. = OVERHEAD UTILITIES H & T = HUB AND TACK R/R = RAILROAD SPIKE ASPH. = ASPHALT R/W = RIGHT OF WAY MB = MAP BOOK
▲ = CRIMP TOP IRON FOUND ● = CAPPED REBAR FOUND (COMPANY NAME) —o—o— = FENCE U.P. = UTILITY POLE O.P. = OPEN PORCH (C) = CALCULATED BEARINGS AND/OR DISTANCES BASED ON FIELD MEASUREMENTS F.F.E. = FINISH FLOOR ELEVATION N.A.I.C. = NAIL & BOTTLE CAP REF. = REFERENCE IRON FND. = OBJECT FOUND C.M. = CITY MONUMENT DB = DEED BOOK RPB=REAL PROPERTY BOOK
26B5007



[redacted]

Agenda Item # 11

ZON-UDC-003666-2026

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

Applicant Materials for Consideration

DETAILS

Location:
East Side of Tacon Street, 267±' North of Cameron Street

Applicant / Agent:
Byrd Surveying

Property Owner:
Christopher J. Hughes

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

Proposed Zoning:
B-3, Community Business Urban District

Future Land Use:
Neighborhood Center - Traditional

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Proposal:

- Rezoning from R-1 Urban to B-3 Urban
- **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 6

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL

The site is surrounded by commercial and residential units.

APPLICATION NUMBER 11 DATE April 16, 2026

APPLICANT Christopher J. Hughes

REQUEST Rezoning from R-1 to B-3

N

NTS

SITE HISTORY

The site was part of the Tacon Place Subdivision, which was recorded in the Mobile County Probate Court in March 1904.

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 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 R-1, Single-Family Residential Urban District, to B-3, Community Business Urban District, to allow construction of a storage building. 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 R-1, Single-Family Residential Urban District, to the north, south, and east; properties to the west, across Tacon Street, are zoned R-1, Single-Family Residential Urban District, and B-3, Community Business Urban District.

The submitted site plan depicts an approximately 1,800-square-foot metal storage building with an attached 600-square-foot lean-to at the rear. It also shows compliant residential buffers along all sides adjoining R-1 properties. A note indicates that a compliant landscape plan will be submitted at the time of permitting and that garbage service will be provided via curbside pickup.

However, the site plan does not include any parking spaces, depicts a substandard driveway, and shows the proposed structure located too close to the residential property to the north. If approved, the development must comply with all applicable building and site design standards set forth in Article 3 of the UDC.

It should also be noted that the subject site contains approximately 7,800 square feet. Section 64-2-14.E.1. of the UDC requires newly platted B-3 Urban lots to have a minimum area of 4,000 square feet.

Any proposed signage must comply with the UDC and will require separate permitting through the Planning and Zoning Department.

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.

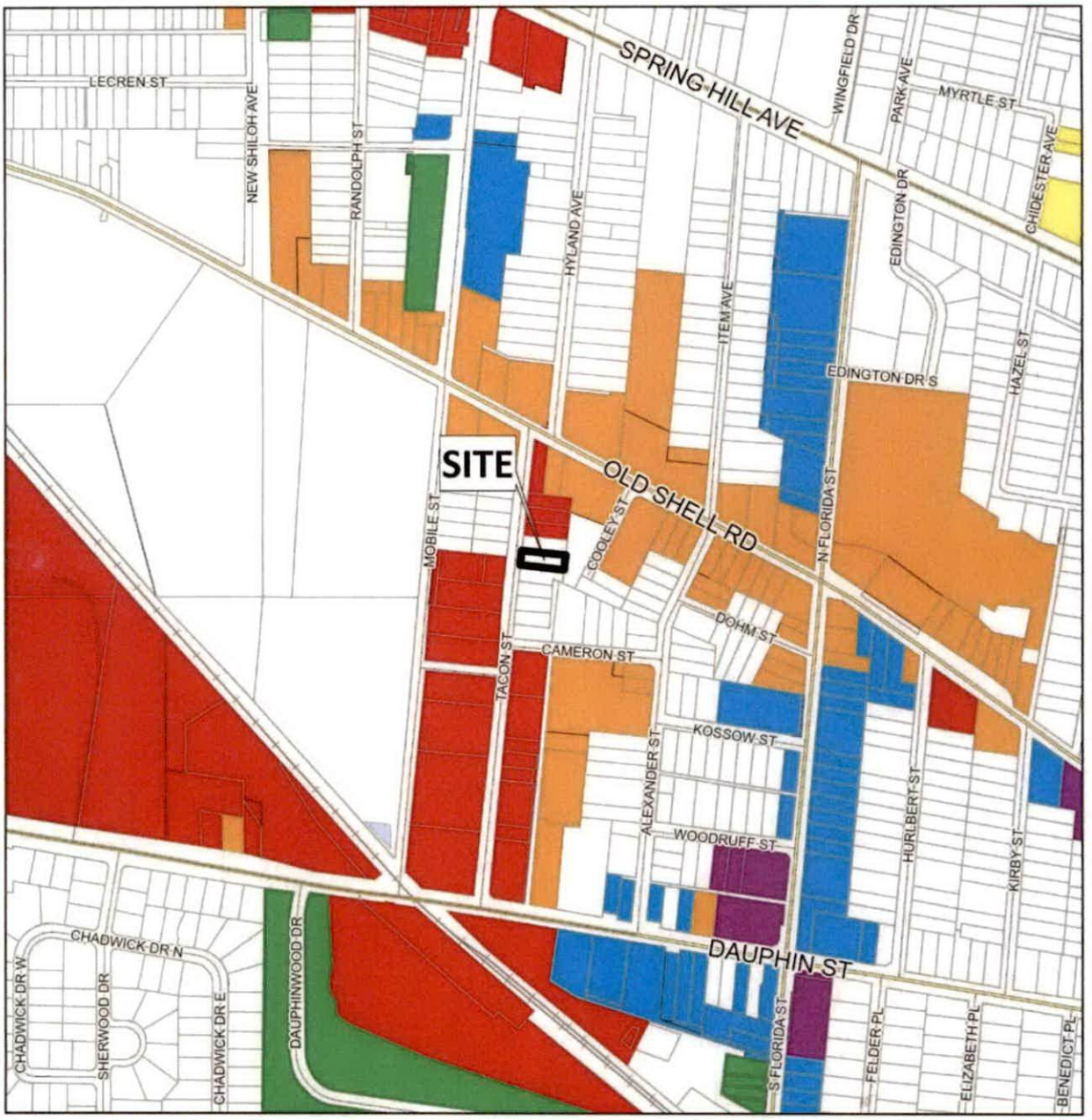
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the request to the City Council to Rezone the site to B-3, the following condition could apply:

1. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 11 DATE April 16, 2026

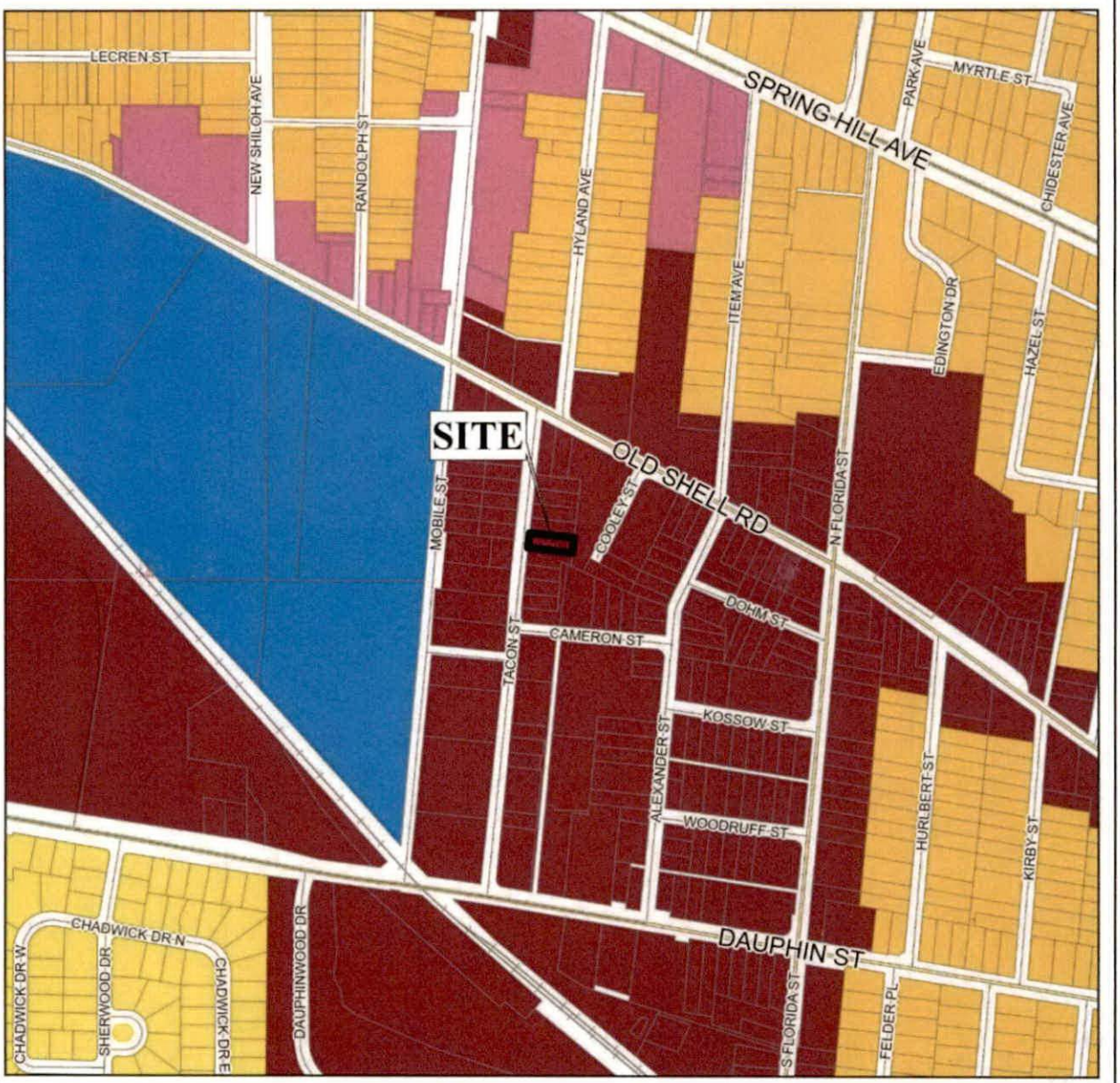
APPLICANT Christopher J. Hughes

REQUEST Rezoning from R-1 to B-3

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 11 DATE April 16, 2026

APPLICANT Christopher J. Hughes

REQUEST Rezoning from R-1 to B-3

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING

The site is surrounded by commercial and residential units.

APPLICATION NUMBER 11 DATE April 16, 2026

APPLICANT Christopher J. Hughes

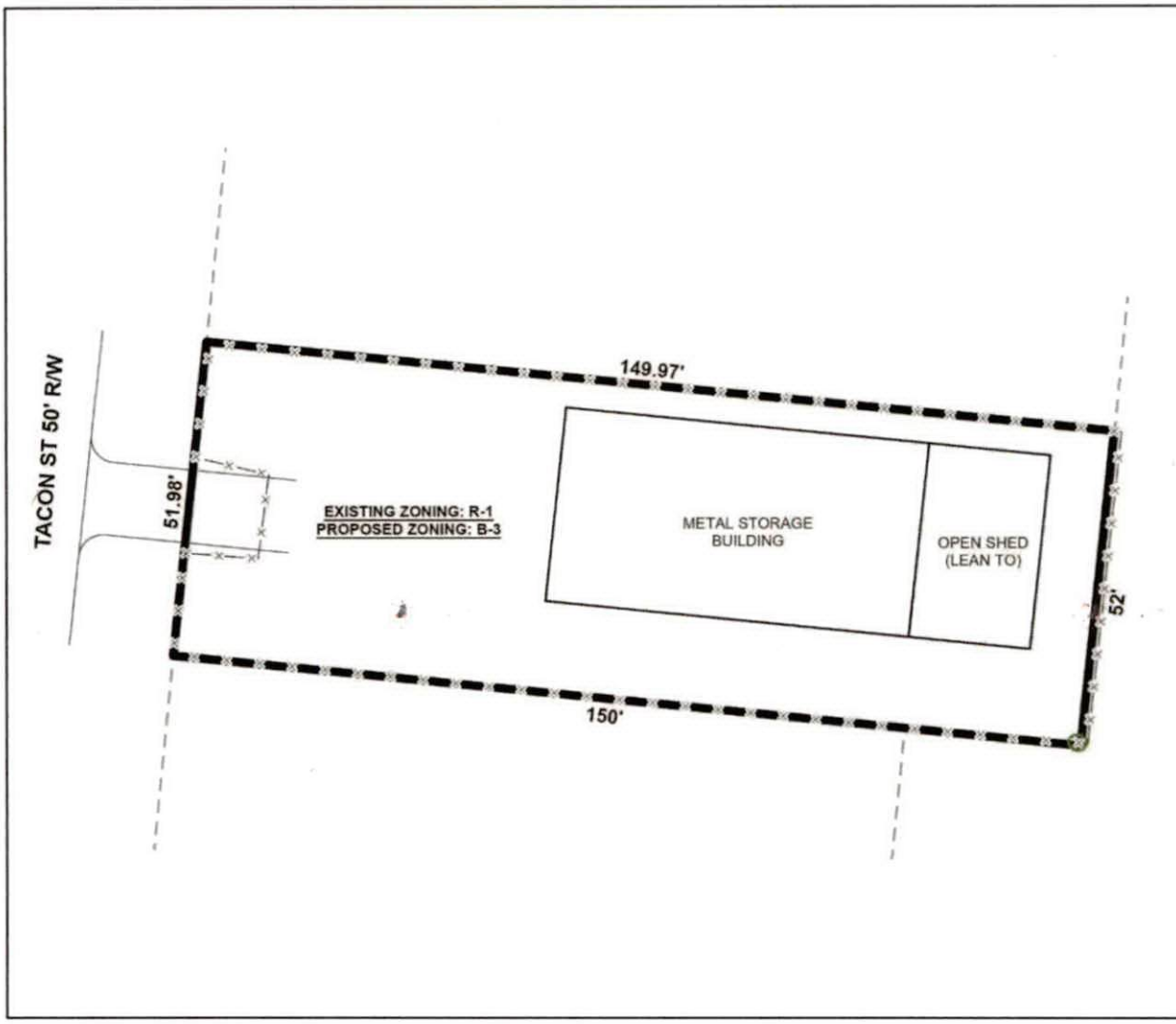
REQUEST Rezoning from R-1 to B-3

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

N

NTS

SITE PLAN



The site plan illustrates proposed buildings and fencing.

APPLICATION NUMBER 11 DATE April 16, 2026 APPLICANT Christopher J. Hughes REQUEST Rezoning from R-1 to B-3	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)	■					○								■	■	■		○											

NEIGHBORHOOD CENTERS (NC)

Neighborhood Center applies to smaller hubs of mixed commercial, community, and recreational activity that cater to adjacent residential areas. Many of these centers exist today in some form. The following principles apply not just to the future development of new centers, but also to the redevelopment of existing centers. These principles are common to all neighborhood centers, but the appropriate design varies depending on whether a center is in a more "traditional" or more "suburban" context.

- Support a limited amount of commercial employment
- Incorporate some residential use, compatible in character with that of surrounding residential development, providing appropriate transitions in height, massing and other buffering from one land use district to the next.
- The retail and housing uses should merge around vibrant, compact, accessible nodes, located at key neighborhood intersections or along short road segments. Form vibrant, compact, accessible nodes, located at key neighborhood intersections or along short road segments.
- Be connected to the surrounding neighborhood and nearby public uses (e.g., schools, parks, etc.) via well-designed sidewalks and complete streets.

Land use mix

Primary Uses

- Commercial
- Office
- Residential, Multifamily

Secondary Uses

- Residential, Attached
- Civic
- Parks

Housing mix

- Various types ranging in density from 10 to 30 du/ac;
- Residential units above ground-floor retail
- Multifamily buildings (small scale)
- Attached residential such as duplexes, multiplexes, and townhomes
- Accessory and live-work units

NC TRADITIONAL (NCT)

These tend to be in areas connected to MxDR neighborhoods. They primarily occur east of I-65.

Development Intent

- Buildings should orient to the street, with on-site parking typically pushed to the back of the site.
- Design qualities of the public realm are emphasized, including the provision of continuous sidewalks, tree canopy, pedestrian amenities, on-street parking and bicycle facilities where appropriate.

NC SUBURBAN (NCS)

These generally are located among the LDR neighborhoods west of the I-65. Where they exist, these centers currently have a more pronounced vehicular orientation.

Development Intent

- Support increase in mix and density of uses (e.g., infill of outparcels, addition of housing, etc.).
- Retrofit to improve internal walkability (e.g., through the addition of sidewalks, tree canopy, protection from the elements) and external connectivity to the surrounding areas (via sidewalks, paths and trails, street crossings, transit stops, etc.)

_____ **2026**

RESOLUTION

Sponsored by: Spiro Cheriogotis, Mayor

WHEREAS, Spiro Cheriogotis, Mayor, pursuant to Mobile City Code Section 44-75(c), has nominated the below named individuals to serve on the Architectural Review Board:

BE IT RESOLVED THAT THE CITY COUNCIL FOR THE CITY OF MOBILE hereby appoints the following individuals to serve on the Architectural Review Board, as follows:

Stephen Howle effective July 24, 2026 for a 3 year term ending June 23, 2029.
Cart Blackwell effective July 24, 2026 for a 3 year term ending June 23, 2029.
Jennifer Roselius effective July 24, 2026 for a 3 year term ending June 23, 2029.
Cameron Pfeiffer-Traylor effective July 24, 2026 for a 2 year term ending June 23, 2028.
Karrie Maurin effective July 24, 2026 for a 2 year term ending June 23, 2028.
Abby Davis effective July 24, 2026 for a 2 year term ending June 23, 2028.
Steve Stone effective July 24, 2026 for a 1 year term ending June 23, 2027.

Adopted: _____

_____

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: June 9, 2026

Submitted by:
Jennifer Greene, Dir of Programs & Project Mgmt
Shonnda Smith, Exec Director

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:

The Love Your Block Program provides a two-year, $270,000 grant to support resident engagement, volunteer mobilization, and neighborhood project management. A key component is a mini-grant program that awards $1,500–$5,000 to residents and community partners for volunteer-driven projects that address local priorities and strengthen neighborhoods. Beyond funding physical improvements, Love Your Block helps build lasting relationships between residents and local government, creating stronger community networks, increasing civic participation, and supporting more responsive, community-centered decision-making.

Amount of Contract:
$270,000

Funding Source
N/A

ATTACHMENTS:
1. RESOLUTION-Bloomberg

REVIEWERS:
Jennifer Greene
Donna Bryars
Cherlina Monteiro

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 is authorized to apply, accept and receive from the Bloomberg Center for Public Innovation at Johns Hopkins University up to the amount of $270,000 from the Love Your Block grant program. There is no match requirement.

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

Adopted:

_____
City Clerk

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis

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

- **June 2026 – Moynur Rahman (Employee # 20087) Engineering & Infrastructure: Traffic Engineering**

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

Adopted:

City Clerk

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: Tuesday, June 16, 2026 (Date) Item No. _____

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

Sponsored by: Spiro 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:

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:

May 2026: Matthew Rowell

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

03-646 **2026**

R E S O L U T I O N

Sponsored by: Councilmember Robert “Beau” Fleming, District 5

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that Quin Hillyer is appointed to the Tree Commission effective immediately.

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 9 June 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 South Alabama Electric Co Inc

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to South Alabama Electric Co Inc for replacement lighting system for Washington Square Park fountain.
CIP- Washington Square Lighting

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $23,250.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement.

How many bidders received bid packages (if applicable): 3

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 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
12814	2026	(3030) REAL ESTATE – ASSET MANAGEMENT	REPLACEMENT LIGHTING SYSTEM FOR WASHINGTON SQUARE PARK FOUNTAIN (PRICE BELOW BID REQUIREMENT)	$23,250.00	(295153) SOUTH ALABAMA ELECTRIC CO INC

Adopted:

_____
City Clerk

Bill To	Requisition 00012814-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved Page 1

Vendor	Ship To
SOUTH ALABAMA ELECTRIC CO INC P O BOX 6129 MOBILE, AL 36660 Tel#251-476-2891 Fax 251-478-7833	ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 QUINCY.CURLEY@CITYOFMOBILE.GOV Delivery Reference QUINCY CURLEY Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/20/26	295153				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes SOUTH ALABAMA ELECTRIC CO'S PROPOSAL #7478 DATED 4/08/2026 TO PROVIDE LIGHTING SYSTEM REPLACEMENT AT THE WASHINGTON SQUARE FOUNTAIN (REQ 12814). TO BE PAID UNDER CAPITAL ACCT #F586-001. TOTAL AMOUNT TO BE PAID: $23,250.00 APPROVED FOR R/PO PER C.HOLM			
001	AS PER YOUR QUOTE 7478 PER PROPOSAL #7478 DATED 4/08/2026, TO PROVIDE LIGHTING SYSTEM REPLACEMENT AT THE WASHINGTON SQUARE FOUNDTAIN. TOTAL: $23,250.00 (REQ 12814) SCOPE OF WORK: REPLACE EXISTING 200 AMP 120/240 VOLT UNDERGROUND SERVICE AND PEDISTAL; REPLACE EXISTING ALUMIINUM GROUND MOUNTED CABINET; INSTALL NEW 200 AMP MAINLUG PANEL IN NEW CABINET; INSTALL SIX (6) NEW WRGFCI OUTLETS ON NEW CABINET WITH HEAVY DUTY COVERS; INSTALL NEW GROUNDING & BONDING SYSTEM TO SERVICE AND PEDISTAL PANEL; BORE NEW CONDUIT FROM SERVICE PANEL INTO FENCED AREA FOR NEW LIGHTING AND OUTLET CIRCUITS; INSTALL NEW CONDUIT & WIRING TO FOUR (4) EXISTING POST LAMPS AND FOUR (4) NEW WRGFCI OUTLETS ON FENCE;	1.00 EACH	23250.00000	23250.00

Bill To	Requisition 00012814-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
SOUTH ALABAMA ELECTRIC CO INC	ARCHITECTURAL ENGINEERING
P O BOX 6129	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
MOBILE, AL 36660	QUINCY.CURLEY@CITYOFMOBILE.GOV
Tel#251-476-2891	Delivery Reference
Fax 251-478-7833	QUINCY CURLEY
	Deliver To
	REAL ESTATE ASSET MANAGEMENT
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 547
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/20/26	295153				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
	PERFORM TESTING AND COMMISSIONING OF VOLTAGE, GROUNDING, AND FUNCTIONALITY OF LIGHTS AND OUTLETS			
1	2000.80.00.0000.0000.0000.0000.0000.48010. E F586-001 .CONSTRUCTN. .			23250.00

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644
Delivery Reference
QUINCY CURLEY

Deliver To
REAL ESTATE ASSET MANAGEMENT
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 547
MOBILE, AL 36644

Requisition Link

Requisition Total 23250.00

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

Account	Amount	Remaining Budget
E F586-001 .CONSTRUCTN. .	23250.00	64750.00

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

Account	Amount	Remaining Budget

Bill To	Requisition 00012814-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
SOUTH ALABAMA ELECTRIC CO INC	ARCHITECTURAL ENGINEERING
P O BOX 6129	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
MOBILE, AL 36660	QUINCY.CURLEY@CITYOFMOBILE.GOV
Tel#251-476-2891	Delivery Reference
Fax 251-478-7833	QUINCY CURLEY
	Deliver To
	REAL ESTATE ASSET MANAGEMENT
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 547
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/20/26	295153				REAL ESTATE ASSET MANAGEMEN

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.48010.	23250.00	
CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION		

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

Activity	Date	Clerk	Comment
Approved	05/21/26	CARLEEN STOUT	Auto approved by: 910520760
Approved	05/21/26	CHAD HOLM	Approved
Approved	05/21/26	BRENDA RHODES	
Approved	05/21/26	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	05/27/26	DONALD ROSE	Auto approved by: 910518227
Approved	05/27/26	SANDRA LEWIS	
Approved	05/27/26	STEVEN KRONINGER	Auto approved by: 910518227
Approved	05/27/26	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	05/27/26	JAMES NEESE	Auto approved by: 910518227
Approved	05/27/26	PATRICIA KENNEDY-JONES	Auto approved by: 910518227
Approved	05/27/26	REBECCA CRUMPLER	Auto approved by: 910518227
Approved	05/27/26	ANNE FOLEY	Auto approved by: 910518227
Approved	05/27/26	JOHN PAINE	Auto approved by: 910518227

Authorized By: _____ Date: _____
Signature

CAPITAL CONTRACT SUMMARY SHEET

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the sum of **Twenty-five Thousand Dollars ($25,000.00)** is hereby reallocated from:

- **Capital Project #C0116**
  Capital Improvement Reserve
  (Capital Improvement Fund (2000))

to:

- **Capital Project #C0259**
  Cruise Terminal-Equipment & Misc
  (Capital Improvement Fund (2000))

Said funds shall be used for FY26 required bollard maintenance to prepare for the upcoming cruise season.

ADOPTED:

_____

City Clerk

BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM ADMINISTRATIVE SERVICES DEPT. 2300

DATE OF REQUEST: 5/29/26

BUDGET TRANSFER: ☐(from one project to another)

DISTRICT#: 2

REQUEST: Please transfer $ 25,000.00

FROM CAPITAL PROJECT#: C0116 CAPIMPROV

CAPITAL PROJECT NAME: Capital Improvement Reserve

DEPT. PROJECT#:

TO CAPITAL PROJECT#: C0259 CAPIMPROV

PROJECT NAME: Cruise Terminal-Equipment & Misc

DEPT. PROJECT#:

PURPOSE: MAINTENANCE AND REPAIRS FOR UPCOMING CRUISE SEASON

Employee signature

Approval signature

Created by B. Rhodes 3/15/2022

CAPITAL CONTRACT SUMMARY SHEET

NA

AGENDA ITEM SUMMARY SHEET

Agenda of: June 9, 2026

Submitted by:
Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
The agreement authorizes the contractor to conduct an annual inspection and required servicing for the 1143 logged extinguishers throughout 114 City locations.

Amount of Contract:
$66,717.00

Funding Source
10043035 42150

ATTACHMENTS:
1. Resolution
2. SC-024-26 Contract for Signatures

REVIEWERS:
Stacey Howard
Carleen Stout
Donna Bryars
Cherlina Monteiro
James Barber

8RESOLUTION

Sponsored by Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Service Contract Agreement, 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:	Professional Fire Protection Services, LLC.
Project Name:	Service Contract – Various Location – Fire Extinguisher Inspection, Service, & Maintenance
Project Number:	SC-024-26
Amount:	$21,858.00 – Year One $21,858.00 – Year Two $23,001.00 – Year Three $66,717.00 – Total Contract

.

Adopted:

_____

City Clerk

2026

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Service Contract Agreement, 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:	PROFESSIONAL FIRE PROTECTION SERVICES, LLC.
Project Name:	SERVICE CONTRACT - VARIOUS LOCATIONS – FIRE EXTINGUISHER INSPECTION, SERVICE, & MAINTENANCE
Project Number:	SC-024-26
Amount:	$ 21,858.00 - YEAR ONE $ 21,858.00 - YEAR TWO $ 23,001.00 - YEAR THREE $ 66,717.00 -- 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:

PROFESSIONAL FIRE PROTECTION SERVICES, LLC.
P.O. BOX 190249
Mobile, Alabama 36619

City Business License No.:	**115094**
City of Mobile Vendor No.:	**296712**
State of Alabama Business Entity No.:	**000-531-110**

For the following Project:

SERVICE CONTRACT – VARIOUS LOCATIONS – FIRE EXTINGUISHER INSPECTION, SERVICE, & MAINTENANCE

VARIOUS CITY OF MOBILE LOCATIONS

PROJECT NUMBER: SC-024-26

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 Professional Fire Protection Services, LLC, hereinafter referred to as "Contractor" or "Service Contractor".

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-024-26 on May 6, 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 EXTINGUISHER INSPECTION, SERVICE, & MAINTENANCE (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.

2.2 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. The Work shall commence on the date of written Notice to Proceed, issued by the City.

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 $66,717.00 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 may include 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, 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:
Professional Fire Protection Services, LLC.
c/o: Matt Cooley
Contractor's Authorized Agent
P.O. Box 190249
Mobile, Alabama 36619
(251)753-4373

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:

Angela R. Cooley
Signature

Angela R. Cooley
President, Professional Fire Protection Services
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 Angela R. Cooley as President of Professional Fire Protection Services and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of _____.
Sworn to and subscribed for ~~me~~ this 1st day of June, 2026.

NOTARY PUBLIC
STATE OF ALABAMA AT-LARGE
My Commission Expires:

STATE OF ALABAMA NOTARY PUBLIC
JASON K. STEELE
My Commission Expires
May 2, 2028

END OF SECTION

EXHIBIT A – SCOPE OF WORK

SC-024-26

May 6, 2026

Scope of Work:
Work to be performed by the Service Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, equipment, supplies, and all associated travel time and expenses required to complete inspections, service, & maintenance of all City of Mobile Fire Extinguishers as listed in Attachment A – Locations, and as required for the continuous and efficient operation in accordance within the terms of the National Fire Protection Association (NFPA). All additional or subtractions of any units are at the sole discretion of the City.

There are currently 1,143 fire extinguishers, with thirteen different sizes and types, at 114 City of Mobile facilities. Fire extinguisher types/sizes are as follows:

- 5# ABC
- 10# ABC
- 20# ABC
- K CLASS
- PURPLE K CLASS
- 5# CO_2
- 15# CO_2
- 20# CO_2
- 2.5 GALLON H_2O
- 5# CLEAN AGENT
- 10# CLEAN AGENT

Basic Services:
The Work to be performed under the Bid Form shall include the following:

1. Once yearly inspection and tagging/labeling of <u>all</u> existing City of Mobile fire extinguishers in accordance with the dates listed in Attachment A – Locations. Inspections at each facility shall occur on, or immediately prior to the "Inspection Month" listed for each facility. Tag/label shall be securely attached to fire extinguisher, indicating the month and year inspection was performed and identifying the person/firm providing service.
2. All travel time/expenses associated with the inspection at each facility shall be included in the Basic Services. It is anticipated that a number of facilities will be scheduled for inspection on the same day, depending on location and proximity, thereby reducing overall travel time. The final schedule for inspections shall be determined by the Building Services Department as dictated by the Inspection Month listed in Attachment A, and in coordination with the facility and Service Contract Administrator's schedule. All Basic Services shall be included in, and billed against, the Base Bid amount.

Additional Services:
The Work to be performed under Additional Services (Allowance) and may include the following:

1. Inspection of existing fire extinguishers over the 1,143 included in the Basic Services.
2. Furnish and install, as required, new fire extinguishers suitable for type of hazard being protected.
3. Exchange and install, as required, same for same as needed.
4. Re-charge existing fire extinguishers, as required, in accordance with manufacturer's recommendations with material suitable for type of hazard being protected. All labels should be securely attached to fire

extinguisher, indicating the month and year maintenance was performed and identifying the person/firm providing service.

5. Hydrostatic testing of existing fire extinguisher, as required. All labels should be securely attached to fire extinguisher, indicating the month and year hydrostatic testing was performed and identifying the person/firm providing service.
6. Five (5) year maintenance, as required per NFPA.
7. Six (6) year maintenance, as required per NFPA.
8. All travel time and site visit fees will not be approved. All associated cost for follow up visits associated with Additional Services should be factored into Unit Pricing within Exhibit B – Bid Form.
9. All Additional Services shall be billed against the Allowance and only at the direction of approved Building Services personnel.

All work shall be in accordance with the Nation 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, (a copy of a valid permit must be included in the bid documents). 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

	FACILITY LOCATION	FACILITY ADDRESS	Qty
	DECEMBER		
1	Animal Shelter	855 Owens St.	13
2	Azalea City Golf Course	1000 Gaillard Drive	15
3	Azalea Road Complex	1301 Azalea Road	14
4	Baumhauer/Randall Park	1909 Duval Street	3
5	Bienville Square	150 Dauphin Street	1
6	Connie Hudson Senior Center	3201 Hillcrest Road	9
7	Copeland Cox Tennis Center	851 Gaillard Drive	5
8	Crawford Park	351 S. Ann Street	1
9	Dotch Community Center	3100 Banks Avenue	5
10	Dow Amphitheater	3055 Banks Avenue	2
11	Electrical Dept	854 Gayle Street	12
12	Figures Community Center and Park	658 Donald Street	10
13	Harmon Rec Center	1611 Belfast Street	11
14	Henry Aaron Park	2010 Andrews Street	2
15	Parks HQ and Herndon Sage Park	48 N. Sage Avenue	13
16	Hillsdale Community Center & Park	558 Felhorn Road	12
17	Hope (Plateau) Community Center	850 Edwards Street	5
18	Kidd Park	800 East Street	3
19	Langan Park	4901 Ziegler Blvd	9
20	Laun Park	5401 Windmill Drive	1
21	Lavretta Park	200 W. Parkway Drive	2
22	Dog River Park	2459 N. Dog River Drive	4
23	Lyons Park Tennis Center	180 Lyons Park Avenue	2
24	MPD Crime Prevention	2407 Airport Blvd	6
25	MPD Headquarters	2460 Government Street	23
26	MPD Special Operations	850 St. Anthony Street	12
27	Springhill Recreation Center	1151 Springhill Ave	9
28	Mobile Information Tech Center	651 Church Street	6
29	Moorer Library	4 McGregor Avenue South	6
30	MPD 1st Precinct	2601 Dauphin Island Parkway	4
31	MPD 3rd Precinct	2165 St. Stephens Road	6
32	MPD Traffic Division / Motor Pool	850 Virginia Street	13
33	Stotts Park	2150 Demotropolis Road	1
34	Arena Parking Garage	200 Claiborne St.	89

NOVEMBER			
35	Pinehill Recycling Center	310 Pinehill Drive	2
36	Fire Station #1 - Freeman	6801 Overlook Road	4
37	Fire Station #3 - Central	701 St. Francis Street	14
38	Fire Station #6 - Edwards	2525 Hillcrest Road	4
39	Fire Station #7 - Seelhorst	5525 Commerce Blvd E.	6
40	Fire Station #9 - Husband	1001 Houston Street	3
41	Fire Station #11 - Willet	1004 S. Broad Street	3
42	Fire Station #12 - Crichton	200 Davenport Ave.	6
43	Fire Station #14 - Toulminville	2026 Dr MLK Ave	2
44	Fire Station #16 - Lathan	1951 Maryville Street	5
45	Fire Station #17 - Melton	57 S. Lafayette Street	4
46	Fire Station #18 - Springhill	700 Museum Dr.	3
47	Fire Station #19 - McCosker	1275 Azalea Road	2
48	Fire Station #20 - Petrey	3471 Dauphin Island Pkwy	5
49	Fire Station #21 - Reid	512 Stimrad Road	2
50	Fire Station #22 - Tapia	4710 Airport Blvd	4
51	Fire Station #23 - Sirmon	2711 Airport Blvd	2
52	Fire Station #28 - Berger	7050 Old Military Road	6
53	Fire Bureau/Warehouse	2851 Old Shell Road	14
54	MDP 2nd Precinct	5441 Highway 90 West STE 25	3
55	Heroes (Theodore) Park	7161 Old Military Road	1
56	Tillmans Corner Community Center	5055 Carol Plantation Road	5
57	Mobile Museum of Art	4850 Museum Drive	43
58	Maitre Park	2412 Halls Mill Road	2
59	Mims Park	5400 Grishilde Drive	2
60	Mitternight Park	5310 Colonial Oaks Drive	1
61	Newhouse Park	2960 Alston Drive	1
62	Paint & Body Shop	901 Kelly Street	9
63	Parks Fuel Yard / Maintenance Shop	5151 Museum Drive	8
64	Parkway Branch Library	1924 - B Dauphin Island Parkway	2
65	Rickarby Park	550 Rickarby Street	4
66	Parkway Senior Center	5475 Boykin Blvd	5
67	311 Building	2900 Dauphin Street	3
68	Tardy College	104 S. Lawrence Street	4
69	Taylor Park	1050 Baltimore Street	6
70	Toulminville Library	601 Stanton Road	10
71	Tricksey Senior Center	3025 Banks Ave	3
72	Trimmier Park	3600 Alba Club Road	2

73	Western Administrative Complex	4851 Museum Drive	27
OCTOBER			
74	200 Government Street	200 Government Street	17
75	Alabama Cruise Terminal	201 S. Water Street	28
76	Ben May Library	701 Government Street	12
77	Fire Training Center	860 Owens Street	3
78	Fort Conde	150 S. Royal Street	13
79	Gulf Coast Exploreum	65 Government Street	28
80	National Maritime Museum	155 South Water Street	25
81	History Museum of Mobile	111 South Royal Street	20
82	Hurtel Street Armory	1900 Hurtel Street	32
83	Joe Jefferson Playhouse	11 South Carlen Street	11
84	Library Administration	700 Government Street	7
85	Local History Branch Library	753 Government Street	3
86	Magnolia Cemetery	1202 Virginia Street	3
87	Matthews Park	3700 Michael Blvd	1
88	McCants-Chavers Restroom	7220 13th Street	1
89	Medal of Honor Park	1711 Hillcrest Road	10
90	Metro Firearms Center	12241 Tanner Williams Road	14
91	MPD Impound Lot	1251 Virginia St	5
92	Animal Services Admin	1251 Virginia St	6
93	MPD Police Academy	1251 Virginia St	4
94	Oakleigh House	263 Roper Street	5
95	Public Buildings and Storage	850 Owens Street	24
96	Public Safety Complex	8080 Airport Blvd	16
97	Public Works Complex	770 Gayle Street	57
98	Quigley House	751 Government Street	3
99	Richards DAR House	256 N. Joachim Street	6
100	Saenger Theater	6 N. Joachim Street	31
101	Sullivan Community Center & Park	351 N. Catherine Street	7
102	Telecommunications Building	107 S. Royal Street	3
103	West Regional Library	5555 Grelot Road	15
104	Municipal Archives	457 Church Street	14
105	Phoenix Fire Museum	203 S. Claiborne Street	4
106	Playhouse in the Park	4851 Museum Drive	9
107	Seals Community Center	540 Texas Street	7
108	Traffic Engineering	852 Gayle Street	11
109	Special Events Building	2301 Airport Blvd	3
110	Phillips St Storage	2856 Phillips Street	2

111	MPD Mounted Unit – Grand Bay	6160 Gaston Loop	8
112	DIP Recycling Center	1750 Dauphin Island Parkway	2
113	Manzie Center	110 N. Lafayette Street	6
114	Mobile Convention Center	1 S. Water Street	112
TOTAL			1,143

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 LOCATIONS – FIRE EXTINGUISHER INSPECTION, SERVICE, & MAINTENANCE

PROJECT LOCATION: VARIOUS CITY OF MOBILE LOCATIONS

PROJECT NO.: SC-024-26

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 May 6, 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: Professional Fire Protection Services, LLC

ADDRESS: P.O. Box 190249 Mobile, AL 36619

PHONE: 251-753-4373 **EMAIL:** mcooley@profireservices.com

CITY OF MOBILE BUSINESS LICENSE NUMBER: 115094

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

BASIC SERVICES:

	Year 1 (Initial Term)	Year 2 (First Additional Term)	Year 3 (Second Additional Term)
Inspect and Tag/Label per Unit	$ 6.00	$ 6.00	$ 7.00

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):

1,143 Fire Extinguishers x $ 6.00 (per unit)= $ 6,858

Allowance for Additional Services per Unit Pricing: $ 15,000.00

Twenty one thousand eight hundred Fifty - eight and /100 Dollar $ 21,858

(Amount in Words) (Amount in Numbers)

Year 2 (First Additional Term):

1,143 Fire Extinguishers x $ 6.00 (per unit)= $ 6,858

Allowance for Additional Services per Unit Pricing: $ 15,000.00

Twenty one thousand eight hundred Fifty - eight and /100 Dollar $ 21,858

(Amount in Words) (Amount in Numbers)

Year 3 (Second Additional Term):

1,143 Fire Extinguishers x $ 7.00 (per unit)= $ 8,001

Allowance for Additional Services per Unit Pricing: $ 15,000.00

Twenty three thousand - one and /100 Dollar $ 23,001

(Amount in Words) (Amount in Numbers)

Total Bid Amount (Year 1+ Year 2+ Year 3):

Sixty six thousand seven hundred - seventeen and /100 Dollars $ 66,717

(Amount in Words) (Amount in Numbers)

In case of any discrepancy, the amount in words shall govern this Bid.

A total Allowance of Forty-Five-Thousand and 00/100 Dollars ($45,000.00) will be established in the Contract to cover the cost of Additional Services in accordance with the Unit Prices listed below at the discretion of the City. Each year the Allowance will be Fifteen-Thousand and 00/100 Dollars ($15,000.00). The Allowance shall be used for items of work not included under Basic Services in the Contract Documents per terms of the contract. All additional work under this section must be authorized by Building Service personnel, in writing, prior to ordering

materials and/or undertaking work. The Allowance shall cover cost of material, labor, equipment, travel, overhead, profit, fees associated with work performed as "Additional Services".

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 and locations, as needed, as directed. The Service Contractor shall give written notice to the City and obtain written authorization before commencing such Services.

Unit Prices shall include all applicable sales and use taxes and shall be provided in whole dollar amount with no cents.

Furnish and Install New Fire Extinguishers

Type	Year 1	Year 2	Year 3
5# ABC	$ 60	$ 65	$ 70
10# ABC	$ 80	$ 85	$ 90
20# ABC	$ 180	$ 190	$ 200
K Class	$ 300	$ 310	$ 320
Purple K Class -5#	$ 160	$ 170	$ 180
5# CO_2	$ 300	$ 315	$ 330
10# CO_2	$ 375	$ 390	$ 410
15# CO_2	$ 415	$ 440	$ 465
20# CO_2	$ 500	$ 525	$ 550
2.5 Gallon H_2O	$ 250	$ 270	$ 290
5# Clean Agent	$ 750	$ 800	$ 850
10# Clean Agent	$ 1500	$ 1600	$ 1700

Exchange and Install Fire Extinguisher Due to Maintenance – Pricing shall include recharge and all other services required for maintenance.

Type	Year 1	Year 2	Year 3
5# ABC	$ 45	$ 50	$ 55
10# ABC	$ 55	$ 60	$ 65
20# ABC	$ 80	$ 85	$ 90
K Class	$ 225	$ 225	$ 225
Purple K Class	$ 140	$ 140	$ 140
5# CO_2	$ 200	$ 200	$ 200
10# CO_2	$ 250	$ 250	$ 260
15# CO_2	$ 300	$ 300	$ 300
20# CO_2	$ 350	$ 350	$ 350
2.5 Gallon H_2O	$ 125	$ 125	$ 125
5# Clean Agent	$ 750	$ 750	$ 750
10# Clean Agent	$ 1500	$ 1500	$ 1500

Exchange and Install Fire Extinguisher Due to Hydrostatic Maintenance – Pricing shall include recharge and all other services required for hydrostatic maintenance.

Type	Year 1	Year 2	Year 3
5# ABC	$ 45	$ 50	$ 55
10# ABC	$ 55	$ 60	$ 65
20# ABC	$ 80	$ 85	$ 90
K Class	$ 225	$ 225	$ 225
Purple K Class	$ 140	$ 140	$ 140
5# CO_2	$ 200	$ 200	$ 200
10# CO_2	$ 250	$ 250	$ 250
15# CO_2	$ 300	$ 300	$ 300
20# CO_2	$ 350	$ 350	$ 350
2.5 Gallon H_2O	$ 125	$ 125	$ 125
5# Clean Agent	$ 750	$ 750	$ 750
10# Clean Agent	$ 1500	$ 1500	$ 1500

Hourly Rates: For any work requested outside the basic scope of services in the Base Bid or Additional Service:

A. Regular Time (7am to 5pm, Monday through Friday):
Year 1 - $ 70 per hour Year 2 - $ 70 per hour Year 3 - $ 70 per hour

B. Overtime (5pm to 8am, Monday through Friday, and Weekends):
Year 1 - $ 105 per hour Year 2 - $ 105 per hour Year 3 - $ 105 per hour

C. Overtime Holidays (Bidder's Holidays):
Year 1 - $ 140 per hour Year 2 - $ 140 per hour Year 3 - $ 140 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.

Service/Truck Charge/ Travel Time: No additional Service Charges and billable travel time shall be invoiced.

The City of Mobile reserves the right to add, remove and modify services, as needed during the term of this Agreement.

4. BID INCLUDES:
Addendum Number 1, Dated 5/18/24
Addendum Number _____, Dated _____
Addendum Number _____, Dated _____

5. 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. Professional Fire Protection is a woman owned, licensed fire protection company located off DIP that will always comply with Federal, State + local laws concerning discrimination

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.

n/a

C. Should the City consider your business: woman-owned, a small business, minority owned, veteran-owned, or disadvantaged-owned? YES. 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.

Please see attached.

6. **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: Poarch Band of Creek Indians
Company Address:
Telephone: 251-253-9571 (Chris McGhee)
Type of Work: hood suppression system inspections and fire extinguisher inspections
Dates: Last 5 years

B. Reference #2
Company Name: Wind Creek-Atmore, Montgomery & Wetumpka
Company Address:
Telephone: 251-253-5972 (April Sells)
Type of Work: fire extinguisher inspections
Dates: Last 5 years

C. Reference #3
Company Name: San Miguels/Azteccas
Company Address:
Telephone: 251-554-9500
Type of Work: fire extinguisher inspections
Dates: Last 5 years

7. **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

8. **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:

PROFESSIONAL FIRE PROTECTION SERVICES, LLC
(Typed)

BY: _____
(Signature of Company Officer)

COMPANY OFFICER: Angel R. Cooley
(Typed)

TITLE PRESIDENT
(Typed)

DATE May 19th, 2026

Sworn to and subscribed before me this 19th **day of** May, 20 26

_____
Notary Public

JASON K. STEELE
My Commission Expires
May 2. 2028

END OF SECTION

Addendum No. 1

To: Service Contract Providers

From: David Stultz
City of Mobile Building Services Department - Contract Administrator

Re: Service Contract – Various Locations – Fire Extinguisher Inspection, Service, & Maintenance

Project #SC-024-26

Date: May 18, 2026

This Addendum forms a part of, and modifies, the Bid Documents for the above referenced project, dated May 6, 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 , form part of Addendum No. 1 as Attachment A.

Attachment A

Service Contract – Various City Locations – Fire Extinguisher Inspection, Service, & Maintenance

Project # SC-024-26

PRE-BID Meeting

10:00am Wednesday, May 13, 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 Inspections for the Fire Extinguisher Inspection, Service, & Maintenance at various locations throughout the City as outlined in Exhibit A - Scope of Work. The City has the option to add or subtract any locations at its discretion.
3. Bid Amount and Unit Pricing as specified on Exhibit B - Bid Form, for cost associated with inspections, and cost associated with any labor 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 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 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 will be May 15 by 3:00pm. This allows three (3) business days prior to the Bid Opening to communicate all information in an addendum.
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.
5. Receipt of Sealed Bids shall be Wednesday, May 20, 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 Certificate of Insurance example in Project Manual).
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

ATTENDANCE ROSTER

PURPOSE	PROJECT	LOCATION	DATE
Pre-Bid Conference	SC-024-26 Service Contract - Various Locations - Fire Extinguisher Inspection, Service, & Maintenance	205 Government Street, South Tower, 5th Floor REAM Conference Room	5/13/2026

NAME	ORGANIZATION	OFFICE	CELL	EMAIL
David Stultz	City of Mobile		251-709-1428	david.stultz@cityofmobile.gov
Brent Cooley	Professional Fire Protetion Services LLC		251-753-4373	bcooley@profireservices.com
Shawn Meek	City of Mobile		251-358-1412	shawn.meek@cityofmobile.gov
Chad Rather	VSC Fire		251-421-6233	crather@vscfire.com
Quincy Curley	City of Mobile		251-489-3835	quincy.curley@cityofmobile.gov
Katrina Englett	AIS		251-753-0596	kenglett@aisprotect.com
Kim Garber	Hiller		251-327-2521	kim.garber@hillercompanies.com

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.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/27/2026

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: Johnrhey Bishop	
Schneider Insurance Agency, Inc. 4266 Cottage Hill Rd, Suite 1 Mobile, AL 36609	PHONE (A/C, No, Ext): (251) 301-1190	FAX (A/C, No):
	E-MAIL ADDRESS: johnrhey@schneiderinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Admiral Insurance Company	24856
INSURED	INSURER B : Auto-Owners Insurance Co.	18988
Professional Fire Protection Services, LLC PO Box 190249 Mobile, AL 36619	INSURER C : The Sheffield Fund/ACE American Ins Co	22667
	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 GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X	X	CA000053113-03	5/27/2026	5/27/2027	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 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	X	X	5337906400	5/27/2026	5/27/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	X	X	GX000007733-03	5/27/2026	5/27/2027	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	600-40790 & HDOG48956300	1/1/2026	12/31/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROJECT NAME: SERVICE CONTRACT-VARIOUS LOCATIONS-FIRE EXTINGUISHER INSPECTION, SERVICE, & MAINTENANCE
PROJECT NUMBER: SC-024-26

City of Mobile is included as an additional insured with respect to General Liability and Automobile Liability policies, on a primary and non-contributory basis, when required by written contract.
Waiver of subrogation applies in favor of the certificate holder when required by written contract.
Excess follows form of the underlying policy General Liability.

CERTIFICATE HOLDER

City of Mobile
PO Box 1827
Mobile, AL 36633

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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58504 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended. The following provision is added. Any person or organization is an **insured** for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE**, **A. COVERAGE**, **1. Who Is An Insured**.

All other policy terms and conditions apply.

58583 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER PAYMENTS (WAIVER OF SUBROGATION) - BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION V CONDITIONS, **A. LOSS CONDITIONS** is amended. **5. Our Right to Recover Payments** is deleted and replaced by the following condition.

5. Our Right to Recover Payments

If **we** make a payment under this policy and the person to or for whom payment is made has a right to recover damages from another, **we** will be entitled to that right. That person shall do everything necessary to transfer that right to **us** and do nothing to prejudice it.

However, **we** waive **our** right to recover payments made for **bodily injury** or **property damage**:

a. Covered by the policy; and

b. Arising out of the operation of **autos** covered by the policy, in accordance with the terms and conditions of a written contract between **you** and such person or entity

only if such rights have been waived by the written contract prior to the **accident** or **loss** which caused the **bodily injury** or **property damage**.

All other policy terms and conditions apply.

58540 (12-19)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION V - CONDITIONS, **B. GENERAL CONDITIONS**, **2. Other Insurance** is amended. The following provision is added as it applies to this endorsement only. When this insurance is primary and there is other insurance for any person or organization, other than a Named Insured, which covers liability for **your** operations, contribution from such other insurance shall not be sought by **us** when:

(1) There is a written agreement between **you** and such person or organization that this insurance shall be primary and without the right of contribution; and
(2) Such written agreement was in force prior to any **bodily injury** or **property damage**.

All other policy terms and conditions apply.

 Includes copyrighted material of Insurance Services Office Inc., with its permission.

E-Verify

Company ID Number: 1632254

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Professional Fire Protection Services, LLC
Company Facility Address	4053 Perch Point Drive Mobile, AL 36605
Company Alternate Address	P.O. Box 190249 Mobile, AL 36619
County or Parish	MOBILE
Employer Identification Number	651053808
North American Industry Classification Systems Code	238
Parent Company	Professional Fire Protection Services, LLC
Number of Employees	1 to 4
Number of Sites Verified for	1

Business Entity Records

Professional Fire Protection Services, LLC	
Entity ID Number	000-631-110
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	05/14/2020
Registered Agent Name	COOLEY, ANGELA
Registered Office Street Address	4053 PERCH POINT DR MOBILE, AL 36605
Registered Office Mailing Address	4053 PERCH POINT DR MOBILE, AL 36605
Nature of Business	
Organizers	
Organizer Name	COOLEY, ANGELA
Organizer Street Address	4053 PERCH POINT DR MOBILE, AL 36605
Organizer Mailing Address	4053 PERCH POINT DR MOBILE, AL 36605
Annual Reports	
Report Year	2022 2023
Transactions	
Transaction Date	05/19/2020
Miscellaneous Filing Entry	New Entity Effective 05-14-2020 15:43
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	05/19/2020 Certificate of Formation 2 pgs.
Document Date / Type / Pages	05/09/2023 Articles of Amendment 2 pgs.

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.

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

Section I. Information about your company

Company	PROFESSIONAL FIRE PROTECTION SERVICES, LLC
Address	4053 PERCH POINT DRIVE MOBILE AL 36605
Telephone	251-550-2319 or 251-753-4373
E-Mail	angel@profireservices.com

RFP/RFQ Solicitation Number	SC-024-26
Project Description	SERVICE CONTRACT - VARIOUS LOCATIONS - FIRE EXTINGUISHER INS, SERVICE, & MAINT.
Is your company a DBE company?	Yes ☐ No ☐
Work force demographics	Male 3 Female 1 Minority 1 Non-minority 3 SDVO ____ Total #of Employees 4

Subcontractor/Major Supplier Plan submitted by:

Printed Name Angel Cooley

Signature Angela R Cooley Date 5/20/24

Title President

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award

Name Angel Cooley Title President

Email angel@profireservices.com Phone: 251-550-2319

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 Professional Fire Protection Services LLC 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

N/A

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

N/A

Name of Bidder _____

Contact Person _____ Phone _____ Email _____

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES ( )	NO ( )	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities
		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation) Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors

		N/A
		INFORMATION: The bidder provided interested DBEs with adequate information about the plans specifications and requirements of the subcontract
		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively
		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms

CONTRACT RECORDS:

The bidder proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity

1 Name, address, email address and telephone number
2 A description of information provided by the bidder proposer or subcontractor, and
3 A statement of whether an agreement was reached and if not why not including any reasons for concluding that the DBE was unqualified to perform the job

Section 2(B)

____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

____ Could not find sufficient DBEs to provide subcontracting or supplier services.

____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

THE

ALABAMA DEPARTMENT OF
ECONOMIC AND COMMUNITY AFFAIRS
OFFICE OF MINORITY BUSINESS ENTERPRISE

FOR THE

STATE OF ALABAMA

GOVERNOR KAY IVEY

Hereby Declares That

PROFESSIONAL FIRE PROTECTION SERVICES, LLC

Mobile, Alabama

has been certified as a woman-owned
business in The State of Alabama.

Given under my hand, at the City of Montgomery,
this the 9th day of August in the year of our Lord 2024.

Kenneth W. Boswell, Director ADECA

Certificate No. WBE-0824222-134 (Female) This designation expires two years from the above date.

BID TABULATION - BUILDING SERVICES DEPARTMENT

PROJECT NAME: SERVICE CONTRACT - VARIOUS LOCATIONS - FIRE EXTINGUISHER INPSECTION, SERVICE, & MAINTENANCE

BID OPENING DATE: MAY 20 2026

NUMBER OF BIDDERS CONTACTED: 10

DISTRICT NUMBER: VARIOUS LOCATIONS

LOCATION: GOVERNMENT PLAZA ATRIUM

NUMBER OF BIDS RECEIVED: 4

PROJECT MANAGER: DAVID STULTZ

BID TIME: 2:30 PM

NUMBERS OF ADDENDA: 1

PROJECT NUMBER: SC-024-26

PRESENT:

CARLEEN STOUT CLARK:	SHAWN MEEK: **X**	LISA LAMBERT:	CONSULTANT:
CHAD HOLM:	QUINCY CURLEY:	LANA GAUTHIER: **X**	OTHER:
DAVID STULTZ: **X**	KATIE CASSIL:	ARCHNIQUE KIDD:	OTHER:

Bidders	Bid Guaranty/Security	Addenda Acknowledged	Supplier Diversity Plan	Year 1 Bid	Year 2 Bid	Year 3 Bid	Total Bid	Remarks
PROFESSIONAL FIRE PROTECTION	N/A	X	X	$21,858.00	$21,858.00	$23,001.00	$66,717.00	**APPARENT LOW BIDDER**
AIS	N/A	X	X	$22,200.90	$22,886.70	$22,886.70	$67,974.30	
VSC	N/A	X	X	$23,572.50	$24,715.50	$25,858.50	$74,146.50	
HILLER	N/A	X	X	$28,716.00	$29,859.00	$31,002.00	$89,577.00	

LEGAL DEPARTMENT — CONTRACT REVIEW COVER SHEET [REVIEW # 1]

To: David Stultz / REAM
Requester Department

From: City of Mobile Legal Department
Date: 04/30/2026
CityLaw ID: A26-1762
Project / Contract Title: Bid Packet Review - Fire Extinguisher Inspection and Maintenance
Vendor / Consultant:

I. DOCUMENTS SUBMITTED FOR LEGAL REVIEW (✓ all that apply)

- ☑ Contract / Agreement / MOU / Easement
- ☑ Exhibit A – Scope of Work
- ☐ Exhibit B – Compensation or Fee Schedule
- ☑ Exhibit C – Insurance Requirements
- ☐ Certificate of Insurance (COI)
- ☐ Endorsements
- ☑ Other (specify): Bid packet review - no exhibits etc. involved
- ☐ 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): _____
- ☐ Resolution
- ☐ Amendment(s)
- ☐ Change Order(s)
- ☐ Contract Prior Amendments/Change Orders
- ☐ E-Verify documents

V. LEGAL DEPARTMENT SIGN-OFF

Bryan Horsley — **Reviewed By**
04/30/2026 — **Date**

LEGAL DEPARTMENT — CONTRACT REVIEW COVER SHEET [REVIEW # 1]

To: David Stultz / REAM
Requester / Department

From: City of Mobile Legal Department
Date: 05/29/2026
CityLaw ID: A26-1913
Project / Contract Title: Fire Extinguisher Inspection and Maintenance
Vendor / Consultant: Professional Fire Protection Services, LLC

I. DOCUMENTS SUBMITTED FOR LEGAL REVIEW (✓ all that apply)

- ■ Contract / Agreement / MOU / Easement
- ■ Exhibit A – Scope of Work
- ■ Exhibit B – Compensation or Fee Schedule
- ■ Exhibit C – Insurance Requirements
- ■ Certificate of Insurance (COI)
- ■ Endorsements
- ■ Other (specify): Contract review prior to contractor signature.
- ☐ 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
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- ☐ 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

V. LEGAL DEPARTMENT SIGN-OFF

Bryan Horsley — **Reviewed By**
05/29/26 — **Date**

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: June 9, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to Alabama Pipe & Supply Inc for 50 10-foot concrete traffic barriers for Public Services.

Amount of Contract:
$31,250.00

Funding Source
General fund.

ATTACHMENTS:
1. 20260602 Alabama Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 9 June 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 Alabama Pipe & Supply Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Alabama Pipe & Supply Inc for 50 10-foot concrete traffic barriers for Public Services .

General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $31,250.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 6049

How many bidders received bid packages (if applicable): 20 + web

How many bidders submitted bids (if applicable): 3

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
10298	2026	(2086C) STREET SWEEPING ROW	50 10FT CONCRETE TRAFFIC BARRIERS FOR PUBLIC SERVICES (SEALED BID 6049))	$31,250.00	(12940) ALABAMA PIPE & SUPPLY INC

Adopted:

_____
City Clerk

Bill To	Requisition 00010298-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
ALABAMA PIPE & SUPPLY INC	PUB WORKS-STREET SWEEPING
5721 HWY 90 WEST	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604
THEODORE, AL 36582	
Tel#251-653-1399	
Fax 251-653-1279	
	Deliver To
	PUB WORKS-STREET SWEEPING
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/31/26	012940				STREET SWEEPING ROW

LN	Description / Account	Qty	Unit Price	Net Price
001	10' BARRIER RAIL (TYPE 6) PER ALDOT TYPE 6, 350TL-3 APPX WEIGHT 4500 LBS PER PIECE AS PER CITY OF MOBILE BID # 6049 AND YOUR QUOTE	50.00 EACH	625.00000	31250.00
	1 1000.40.20.2070.2086.2070.0000.0000.44020.			31250.00

Ship To
PUB WORKS-STREET SWEEPING
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Deliver To
PUB WORKS-STREET SWEEPING
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Requisition Link

Requisition Total 31250.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2086.2070.0000.0000.44020.	31250.00	890797.18
PUBLIC SERVICE MAINTENANCE EXP OPERATING SUPPLIES		

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

Bill To	Requisition 00010298-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor
ALABAMA PIPE & SUPPLY INC
5721 HWY 90 WEST

THEODORE, AL 36582

Tel#251-653-1399
Fax 251-653-1279

Ship To
PUB WORKS-STREET SWEEPING
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Deliver To
PUB WORKS-STREET SWEEPING
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/31/26	012940				STREET SWEEPING ROW

LN	Description / Account			Qty	Unit Price	Net Price
	Activity	Date	Clerk	Comment		
	Approved	04/01/26	MATTHEW ANDERSON	Auto approved by: 910518244		
	Approved	04/01/26	SHONNDA SMITH			
	Approved	04/01/26	CHERI BOUCHER	Auto approved by: 910518244		
	Approved	05/29/26	DONALD ROSE	Auto approved by: 9105paij		
	Approved	05/29/26	SANDRA LEWIS	Auto approved by: 9105paij		
	Approved	05/29/26	STEVEN KRONINGER	Auto approved by: 9105paij		
	Approved	05/29/26	SAMANTHA COOLEY	Auto approved by: 9105paij		
	Approved	05/29/26	JAMES NEESE	Auto approved by: 9105paij		
	Approved	05/29/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij		
	Approved	05/29/26	REBECCA CRUMPLER	Auto approved by: 9105paij		
	Approved	05/29/26	ANNE FOLEY	Auto approved by: 9105paij		
	Approved	05/29/26	JOHN PAINE			

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #6049
FOR
PRECAST JERSEY CONCRETE BARRIER

ALABAMA PIPE & SUPPLY INC.	$625.00
TURNER SUPPLY COMPANY	$738.65
CONSERV FLAG	$1685.00

ADDENDUM

May 14, 2026

RE: City of Mobile Bid #6049 for PRECAST JERSEY CONCRETE BARRIER

Please consider the following to be Addendum to City of Mobile Bid #6049 for PRECAST JERSEY CONCRETE BARRIER.

Below is a link to more legible specifications for the barrier.

https://alletting.dot.state.al.us/Docs/Standard_Drawings/2017%20English/STDUS17_0300.pdf

Go to page 39 for the applicable specifications and drawings.

Thank you for your consideration in this matter.

Sincerely,

John Paine
Purchasing Agent
City of Mobile
JP/lw

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:
5/4/2026	6049	Public Works	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 P.M. Wednesday, May 20, 2026

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
	PRECAST JERSEY CONCRETE BARRIER					
APPX 25-65	Precast Jersey Concrete Barriers to be new, not used, as per the following and attached specifications. City will unload truck upon arrival. Vendor/Shipper/Truck Line must call no less than 24 hours before delivery to allow City sufficient time to prepare for unloading. City is not responsible if Vendor/Shipper/ Truck Line does not call more than 24 hours prior to delivery. City will not be responsible for waiting fees or re-dlivery costs if 24-hour notification of delivery is not made. City is closed and is not open/available for deliveries on Saturdays and Sundays. Make _____ Model _____ Appx Weight per Barrier_____ Standard or Specification Used _____ Provide literature and specifications on product bid. Price quoted is to be delivered price F.O.B. Mobile. 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		

Page 1 of 2

RETURN ONE SIGNED COPY OF THIS BID
N ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

State delivery time within_____ days of receipt of P.O.

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. **IF** a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

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

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

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 2 of 2					
	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. 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. Price to be held firm for three (3) months following the award of this bid. TO BE AWARDED ALL OR NONE. See specifications on following page.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

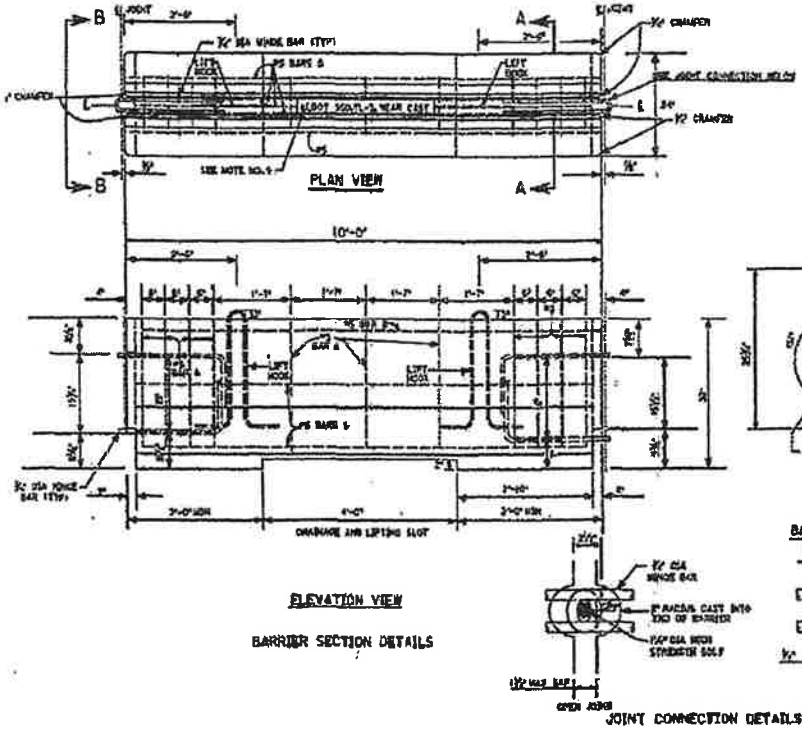
READ ABOVE INSTRUCTIONS BEFORE QUOTING

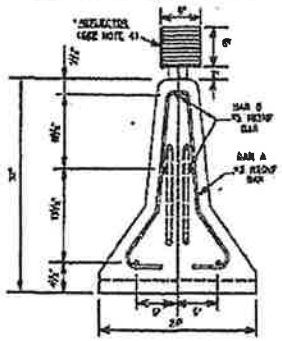
Firm Name _____

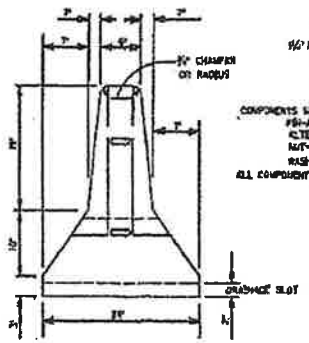
By _____

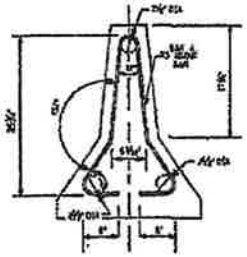
REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO

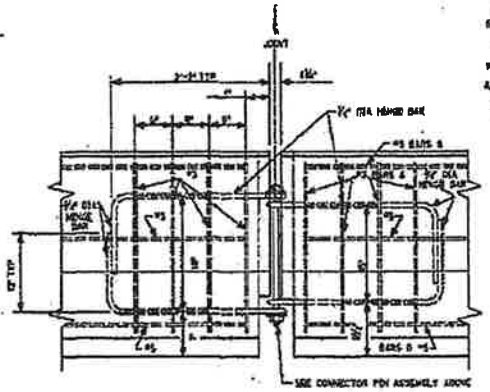
NOTE: SEE (SHT 3 OF 3)
FOR TEMPORARY CONCRETE BARRIER
BOLTED TO BRIDGE DECK.

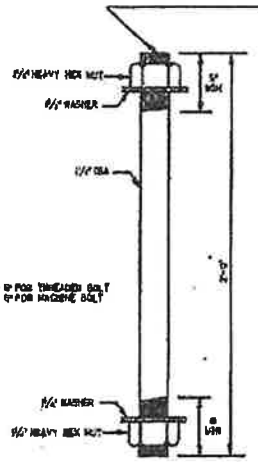


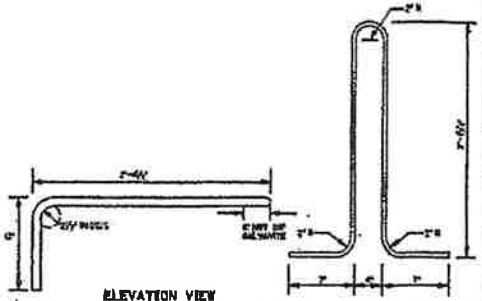












¾" DIA HINGE BAR
BENDING DIAGRAM

GENERAL NOTES

1. THIS DRAWING IS TO BE USED FOR ALL NEW BARRIER CAST AFTER 01/01/2022. BARRIER CAST PRIOR TO 01/01/2022 AND IN ACCORDANCE WITH SHEET 2 OF 3 MAY BE SUPPLIED DURING THE INTERIM PERIOD IN PROJECTS WHERE TL-3 BARRIER AND PREVIOUSLY CAST BARRIER ARE NOT INTERCHANGEABLE AND SHOULD NOT BE INTERMIXED IN A CONTINUOUS RUN OF BARRIER.
3. SUPPLY ONE (1) CONNECTOR PIN ASSEMBLY WITH EACH 20' BARRIER SECTION.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CHECKING THE TIGHTNESS OF THE HEX HEX NUT AT BOTH ENDS OF THE 1¼" DIA BOLT TO ENSURE THAT NO NUT HAS COME LOOSE DURING THE DURATION OF ITS USE ON THE PROJECT.
6. FLUORESCENT YELLOW REFLECTORS (2) 3 M, ASTM TYPE VIII OR IX REFLECTIVE SHEETING MOUNTED ON FLATSHEET BLANKS SHALL BE ATTACHED TO THE TOP OF THE BARRIER AT INTERVALS NOT GREATER THAN 40 FEET IN LONGITUDINAL SECTIONS AND 20 FEET IN TAPERED SECTIONS. THE REFLECTORS SHALL BE MOUNTED APPROXIMATELY TWO INCHES ABOVE THE TOP OF THE BARRIER AND SHALL BE ATTACHED TO THE BARRIER WITH ADHESIVE OR BY A DRILLED-IN ANCHOR TYPE DEVICE. IF THE BARRIERS ARE USED IN A TWO-WAY TRAFFIC SITUATION SUCH THAT REFLECTORS SHALL BE INSTALLED FOR BOTH DIRECTIONS OF TRAFFIC, COST OF USE REFLECTORS AND MOUNTS SHALL BE A SECONDARY OBLIGATION OF THE CONCRETE BARRIER TYPE II.
7. ALL BARRIER SEGMENTS SHALL BE MARKED AS SHOWN ALDOT 350, TL-3 AND YEAR CAST. THE MARKING SHALL BE PERMANENTLY IMPRINTED IN THE BARRIER USING A MINIMUM OF 3"/12M LETTERING.
8. BARRIER SHALL INITIALLY BE PLACED CLOSE TOGETHER (CLOSED JOINT) SO THAT THE PIN CAN BE EASILY INSERTED THROUGH THE HOOK BAR LOOPS. THE BARRIER SHOULD THEN BE OPENED (OPEN JOINT) BEFORE THE NUT IS TIGHTENED ON THE PIN.
9. ALL REINFORCED REINFORCING BARS SHALL BE GRADE 40 OR 60 AASHTO M31 OR ASTM A615.
10. ALTERNATE 350 TL-3 PORTABLE BARRIER DESIGNS THAT HAVE BEEN APPROVED BY THE ALDOT PRODUCT EVALUATION BOARD MAY BE CONSIDERED FOR USE ON PROJECTS LET TO THE STATE CONSTRUCTION ENGINEER IN ACCORDANCE WITH SECTION 105.01(b) 3 OF THE ALDOT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2022 EDITION.

—SPECIFICATIONS—
CURRENT ALABAMA DEPARTMENT OF TRANSPORTATION

THIS DRAWING REPRESENTS DESIGNS PREPARED FOR USE BY THE ALABAMA DEPARTMENT OF TRANSPORTATION AND IS NOT TO BE COPIED, REPRODUCED, ALTERED, OR USED BY ANYONE, OR FOR ANY DOCUMENTATION, WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE ALABAMA DEPARTMENT OF TRANSPORTATION REPRESENTATIVE RESPONSIBLE TO APPROVE THIS USE. ANYONE USING UNAUTHORIZED USE OF THESE DRAWINGS MAY BE PROSECUTED TO THE FULLEST EXTENT OF THE LAW.

ALABAMA DEPARTMENT OF TRANSPORTATION
1409 COLISEUM BOULEVARD
MONTGOMERY, AL 36110-2060

BUREAU OF BRIDGE DESIGN

350, TL-3 PRECAST CONCRETE BARRIER - TYPE II (PORTABLE)

PNJB-629 (SHEET 1 OF 3) | 351

NOT TO SCALE

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 emailed 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.

Please read the Terms and Conditions.

All bids are F.O.B. destination unless otherwise stated.

Please sign your bid.

Package/Bid Delivery Address (Request First Delivery):
Purchasing Department
205 Government St., RM S408
Mobile, AL 36644

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: June 9, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to B&H Photo & Video for 8 Autel EVO II 640T drone packages for training for Gulf Coast Technology Center.

Amount of Contract:
$34,429.12

Funding Source
General fund

ATTACHMENTS:
1. 20260602 B&H Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 9 June 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 B&H Photo & Video

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to B&H Photo & Video for 8 Autel EVO II 640T drone packages for training for Gulf Coast Technology Center.
General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $34,429.12

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Omnia cooperative purchasing agreement, not on state contract.

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

How many bidders submitted bids (if applicable): na

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

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
12578	2026	(1502) GULF COAST TECHNOLOGY CENTER	8 AUTEL EVO II 640T DRONE PACKAGES FOR TRAINING FOR GULF COAST TECHNOLOGY CENTER (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$34,429.12	(287473) B&H PHOTO & VIDEO

Adopted:

_____
City Clerk

Bill To	Requisition 00012578-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1502.1502.1502.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 1

Vendor	Ship To
B & H PHOTO & VIDEO 420 NINTH AVE NEW YORK, NY 10001 Tel#212-239-7500 Fax 212-239-7759	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
05/14/26	287473				GULF COAST TECHNOLOGY CENTE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- PER OMNIA CONTRACT #R250402 AND YOUR QUOTE #917410780.			
001	AUTEL EVO II DUAL 640T ENTERPRISE BUNDLE V3/REG	8.00 EACH	4303.64000	34429.12
	1 1000.30.15.1502.1502.1502.0000.0000.44020.			34429.12
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			

Requisition Link

Requisition Total 34429.12

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

Account	Amount	Remaining Budget
1000.30.15.1502.1502.1502.0000.0000.44020. GULF COAST TECHNOLOGY CENTER OPERATING SUPPLIES	34429.12	618850.79

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

Bill To	Requisition 00012578-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1502.1502.1502.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
B & H PHOTO & VIDEO 420 NINTH AVE NEW YORK, NY 10001 Tel#212-239-7500 Fax 212-239-7759	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
05/14/26	287473				GULF COAST TECHNOLOGY CENTE

LN	Description / Account	Activity	Date	Clerk	Qty	Unit Price	Net Price	Comment
		Approved	05/14/26	JASON SMITH				Reviewed and Approved
		Approved	05/14/26	CURTIS GRAVES				Auto approved by: 910520680
		Approved	05/28/26	DONALD ROSE				Auto approved by: 9105fola
		Approved	05/28/26	SANDRA LEWIS				Auto approved by: 9105fola
		Approved	05/28/26	STEVEN KRONINGER				Auto approved by: 9105fola
		Approved	05/28/26	SAMANTHA COOLEY				Auto approved by: 9105fola
		Approved	05/28/26	JAMES NEESE				Auto approved by: 9105fola
		Approved	05/28/26	PATRICIA KENNEDY-JONES				Auto approved by: 9105fola
		Approved	05/28/26	REBECCA CRUMPLER				Auto approved by: 9105fola
		Approved	05/28/26	ANNE FOLEY				
		Approved	05/28/26	JOHN PAINE				Auto approved by: 9105fola

Authorized By: _____ Date: _____
Signature

B&H Photo

Audio Visual Equipment & IT Peripherals

B&H Photo is the source for all your Audio/Visual and IT equipment needs and OMNIA Partners is proud to offer this unique program to help you streamline your purchasing through an easy-to-use portal. We offer contracted, cost effective, and easy purchasing options on the full line of technology products, including photo, video, pro-audio, surveillance, computers, drones and peripherals. Our dedicated team of B2B account representatives dominate through our commitment to service, knowledge of the products we offer, and close partnerships with our vendor partners.

Click Your Industry

- Education | Government
- Nonprofit
- Corporate | Enterprise
- Real Estate
- Private Equity

Public Sector

- K-12 Education
- Higher Education
- State & Local Government

Audio visual equipment is available on a competitively solicited and publicly awarded cooperative contract from B&H Photo and OMNIA Partners.

- **Audio Visual Solutions & Services**
  Region 4 ESC - TX | R250402

CONTRACT DOCUMENTATION

CONTACT US

SUPPLIER WEBSITE

B&H Contract Highlights

- Over 550,000 technology items from over 7,000 brands!
- Dedicated account team
- State-of-the-art automated warehouse, efficient order processing and real-time tracking
- Same-day shipping available for select items on orders placed before 6 p.m. ET
- Various payment options including p-cards and purchase orders
- Technical advice, planning and solutions from experienced professionals

A wide range of the following technology products:

- Photo, video, pro-audio
- Surveillance
- Computers and peripherals
- Optics
- Home/mobile electronics

On the B&H/OMNIA Partners Portal, everything is on contract all the time! Click on the "Shop Now" button to view the entire catalog through the Portal and see discounted contracted pricing!

Advanced Professional Services

- B2B IT Services are available for time-of-purchase upgrades, device enrollment, kits & customizations, and turnkey solutions
- Our team of experienced industry pros at The Studio-B&H is available to provide expert technical advice and planning for your streaming media & video production solutions

For more details and information, contact us about your project via email at **b2bITservices@BandH.com**

Customer Testimonials

Nick Yugo, Director of Operations - *North Star Academy*
"Using a cooperative for our B&H solutions certainly helps the compliance aspect and gives us some peace of mind as we work with our finance department and ensure everything is reconciled and accounted for."

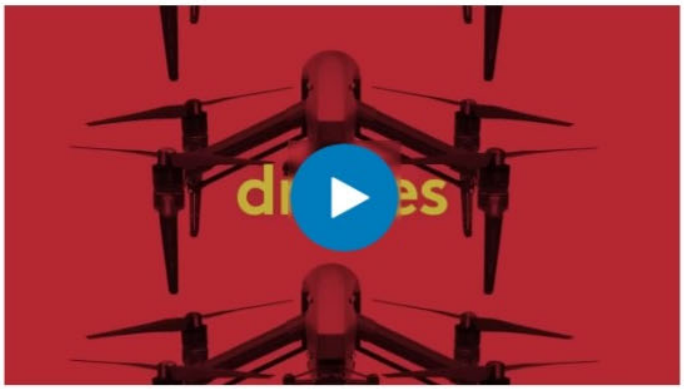
Meryl Levin, Executive Director - *Public Montessori School, New Hampshire*
"I have had the good fortune to partner with the B&H Team led by Carla Humphrey during this extremely challenging year. As a school

I have had the good fortune to partner with the B&H Team led by Carla Humphreys during this extremely challenging year. As a school leader struggling to provide cost effective 1:1 technology for my students as we were forced into remote and hybrid learning during the pandemic, I turned to the B&H/OMNIAPartners contract *for their purchasing power. I found that power is rooted in strong customer service ideals. This mimicked the very same experience I had during my first career as a photojournalist, back in the days when B&H was nestled into the crowded 17th street shop in my then home of NYC. It was my go-to place then, and I am so happy to have rediscovered them as my go-to source now. Carla spent the needed time with me to first identify the best products for my needs and budget limitations, and then fought for me (and my order) as we encountered product shortage due to the pandemic. Having her as my ally in this process helped smooth the way through the process of securing technology in this difficult time."*

Timothy F. Taylor, Instructional Technology Supervisor - *Shenandoah County Public Schools*
"During this pandemic, our school division is relying on quality video and audio equipment to assist our staff and students with creating learning experiences. B&H Photo, Video & Pro Audio has been an important partner in helping us acquire quality products for great pricing. The B&H/OMNIA Partners contract allows us to save time and leverage the power of cooperative purchasing. Our purchases have included video cameras, audio recorders, 360 cameras, podcasting equipment, virtual reality headsets, and other accessories. We are very pleased with B&H's purchasing assistance, customer service, and timely service. Their sales team has done a great job of following up with us after purchases and continues to reach out to see if we have other needs. I highly recommend B&H for quality video and audio products."

Bob Bradford, Information Technology Director/Data Manager -*RSU #20*
"RSU #20 is a small school district located along the coast of rural Maine. With COVID-19 measures in place, a need for a large meeting space, and a need to live stream, we needed a sound system for our School Board meetings.Working with the B&H B2B team, they took our input and vision to create a usable solution. We leveraged the B&H/OMNIA Partners contract to easily purchase, at the best price and with required compliance, equipment we required. The B&H B2B team worked with us to address any issues. During these pandemic times of increased/delayed supply chain issues, B&H B2B was able to deliver all of the equipment in a timely fashion: a major accomplishment. The B&H B2B team was always accessible via email, our preferred communications method, and responded quickly to inquiries. In the end, the solution designed and provided by B&H B2B was outstanding. Several School Board members and staff commented on the effectiveness of the solution and how much it improved the meetings."

Why B&H Photo?



Over 550,000 technology items from over 7000 brands!

B&H is the source for all your Audio/Visual and IT equipment needs and OMNIA Partners is proud to offer this unique program to participants on a competitively solicited, national cooperative contract. We offer contracted, cost effective, and easy purchasing options on the full line of technology products, including photo, video, pro-audio, surveillance, computers, drones and peripherals. Benefits include:

- With the largest in-stock inventory & state-of-the-art warehouses, most orders ship within 24 hours of your order being processed
- B&H understands your time constraints and will work with you to expedite the processing of your orders and provide real-time order tracking
- Our B&H B2B checkout through OMNIA Partners features Purchasing Team controls giving you a streamlined approval process
- Request pricing reviews for additional savings on quotes over $5,000 prior to placing an order
- Various payment options including p-cards and purchase orders
- Dedicated B2B Account Teams

- Quick Order Processing & Shipping
- e-Procurement Solutions

Contact Information

Visit Supplier Website to Request a Quote
b2bleads@bhphoto.com
800-851-4891

SUPPLIER WEBSITE

B&H is providing OMNIA Partners with a generous discount range of 0.5% to 25% off retail prices. The discounts. will vary depending on the brand and products but will consistently fall within this range. On average, customers can expect about 12.5% off our retail prices. Please note that manufacturers' unilateral pricing items will remain at the prices established by the manufacturer, and kits and gift cards will have a 0% discount. For quotes exceeding $5,000, the B&H pricing team will review the pricing to ensure the best possible discount is applied.

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

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

Rachel Laurie Riddle
Chief Examiner

December 23, 2025

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135, the Department has reviewed the competitive bidding process used by Omnia Partners Public Sector ("Omnia"), a national purchasing cooperative, for the contracts awarded as of the date of this letter. With the exception of the contracts referenced below, the Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

Based on the Department's review, the competitive bid process used by Omnia is approved for use through **December 31, 2026**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135. **Please note, "dynamic pricing" contracts, including but not limited to, awarded Contracts MA3457 and R-TC-17006, are specifically excluded from this approval.**

Prior to utilizing Omnia, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

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

Attention Counties and Municipalities:

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

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

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: June 9, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to Communications International Inc for 12 L3Harris XL-45P portable radios with accessories for Events Department.

Amount of Contract:
$26,351.88

Funding Source
General fund

ATTACHMENTS:
1. 20260603 Communications Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 9 June 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 Communications International Inc.

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Communications International Inc for 12 L3Harris XL-45P portable radios with accessories for Events Department.
General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $26,351.88

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
12511	2026	(4010) SPECIAL EVENTS	12 L3HARRIS XL-45P PORTABLE RADIOS WITH ACCESSORIES FOR EVENTS DEPARTMENT (AL STATE CONTRACT)	$26,351.88	(297103) COMMUNICATIONS INTERNATIONAL, INC

Adopted:

_____
City Clerk

Bill To	Requisition 00012511-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.20.20.4010.4010.2005.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
COMMUNICATIONS INTERNATIONAL INC	PARKS & REC - EVENTS DIVISION
4450 US HWY 1	DAWN DODD
	48 N. SAGE AVE
	MOBILE, AL 36607
VERO BEACH, FL 32967	EVENTS@CITYOFMOBILE.ORG
Tel#772-794-4251	Delivery Reference
Fax 772-794-4251	DAWN DODD
	Deliver To
	PARKS & REC - EVENTS DIVISION
	DAWN DODD
	48 N. SAGE AVE
	MOBILE, AL 36607
	Delivery Reference
	Dawn Dodd

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/13/26	297103				SPECIAL EVENTS

LN	Description / Account	Qty	Unit Price	Net Price
001	XK-PF78B PORTABLE,XL-45P,7/800MHZ, GRAY	12.00 EACH	1702.00000	20424.00
	1 1000.20.20.4010.4010.2005.0000.0000.47020.			20424.00
	Ship To PARKS & REC - EVENTS DIVISION DAWN DODD 48 N. SAGE AVE MOBILE, AL 36607 Delivery Reference DAWN DODD			
	Deliver To PARKS & REC - EVENTS DIVISION DAWN DODD 48 N. SAGE AVE MOBILE, AL 36607 Delivery Reference Dawn Dodd			
002	XK-FW2X OPERATION,LOAD NIFOG PERSONALITY	12.00 EACH	0.01000	0.12
	1 1000.20.20.4010.4010.2005.0000.0000.47020.			.12

Bill To	Requisition 00012511-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.20.20.4010.4010.2005.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
COMMUNICATIONS INTERNATIONAL INC	PARKS & REC - EVENTS DIVISION
4450 US HWY 1	DAWN DODD
	48 N. SAGE AVE
	MOBILE, AL 36607
VERO BEACH, FL 32967	EVENTS@CITYOFMOBILE.ORG
Tel#772-794-4251	Delivery Reference
Fax 772-794-4251	DAWN DODD
	Deliver To
	PARKS & REC - EVENTS DIVISION
	DAWN DODD
	48 N. SAGE AVE
	MOBILE, AL 36607
	Delivery Reference
	Dawn Dodd

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/13/26	297103				SPECIAL EVENTS

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PARKS & REC - EVENTS DIVISION DAWN DODD 48 N. SAGE AVE MOBILE, AL 36607 Delivery Reference DAWN DODD Deliver To PARKS & REC - EVENTS DIVISION DAWN DODD 48 N. SAGE AVE MOBILE, AL 36607 Delivery Reference Dawn Dodd			
003	XK-PL4F FEATURE,P25 PHASE 2 TDMA	12.00 EACH	203.50000	2442.00
1	1000.20.20.4010.4010.2005.0000.0000.47020.			2442.00
	Ship To PARKS & REC - EVENTS DIVISION DAWN DODD 48 N. SAGE AVE MOBILE, AL 36607 Delivery Reference DAWN DODD			

Bill To	Requisition 00012511-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.20.20.4010.4010.2005.0000.0000.47020.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer: 9105paij
	Status: Approved Page 3

Vendor	Ship To
COMMUNICATIONS INTERNATIONAL INC	PARKS & REC - EVENTS DIVISION
4450 US HWY 1	DAWN DODD
	48 N. SAGE AVE
	MOBILE, AL 36607
VERO BEACH, FL 32967	EVENTS@CITYOFMOBILE.ORG
Tel#772-794-4251	Delivery Reference
Fax 772-794-4251	DAWN DODD
	Deliver To
	PARKS & REC - EVENTS DIVISION
	DAWN DODD
	48 N. SAGE AVE
	MOBILE, AL 36607
	Delivery Reference
	Dawn Dodd

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/13/26	297103				SPECIAL EVENTS

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To PARKS & REC - EVENTS DIVISION DAWN DODD 48 N. SAGE AVE MOBILE, AL 36607 Delivery Reference Dawn Dodd			
004	XK-PL8Y FEATURE, ENCRYPTION LITE	12.00 EACH	0.01000	0.12
1	1000.20.20.4010.4010.2005.0000.0000.47020.			.12
	Ship To PARKS & REC - EVENTS DIVISION DAWN DODD 48 N. SAGE AVE MOBILE, AL 36607 Delivery Reference DAWN DODD			
	Deliver To PARKS & REC - EVENTS DIVISION DAWN DODD 48 N. SAGE AVE MOBILE, AL 36607 Delivery Reference Dawn Dodd			

Bill To	Requisition 00012511-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.20.20.4010.4010.2005.0000.0000.47020.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer: 9105paij
	Status: Approved Page 4

Vendor	Ship To
COMMUNICATIONS INTERNATIONAL INC 4450 US HWY 1 VERO BEACH, FL 32967 Tel#772-794-4251 Fax 772-794-4251	PARKS & REC - EVENTS DIVISION DAWN DODD 48 N. SAGE AVE MOBILE, AL 36607 EVENTS@CITYOFMOBILE.ORG Delivery Reference DAWN DODD Deliver To PARKS & REC - EVENTS DIVISION DAWN DODD 48 N. SAGE AVE MOBILE, AL 36607 Delivery Reference Dawn Dodd

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/13/26	297103				SPECIAL EVENTS

LN	Description / Account	Qty	Unit Price	Net Price
005	XK-PL9E FEATURE,SINGLE-KEY AES ENCRYPTION	12.00 EACH	0.01000	0.12
	1 1000.20.20.4010.4010.2005.0000.0000.47020.			.12
	Ship To PARKS & REC - EVENTS DIVISION DAWN DODD 48 N. SAGE AVE MOBILE, AL 36607 Delivery Reference DAWN DODD Deliver To PARKS & REC - EVENTS DIVISION DAWN DODD 48 N. SAGE AVE MOBILE, AL 36607 Delivery Reference Dawn Dodd			
006	XK-PL4U FEATURE,SINGLE-KEY DES ENCRYPTION	12.00 EACH	0.01000	0.12
	1 1000.20.20.4010.4010.2005.0000.0000.47020.			.12

Bill To	Requisition 00012511-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.20.20.4010.4010.2005.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
COMMUNICATIONS INTERNATIONAL INC	PARKS & REC - EVENTS DIVISION
4450 US HWY 1	DAWN DODD
	48 N. SAGE AVE
	MOBILE, AL 36607
VERO BEACH, FL 32967	EVENTS@CITYOFMOBILE.ORG
Tel#772-794-4251	Delivery Reference
Fax 772-794-4251	DAWN DODD
	Deliver To
	PARKS & REC - EVENTS DIVISION
	DAWN DODD
	48 N. SAGE AVE
	MOBILE, AL 36607
	Delivery Reference
	Dawn Dodd

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/13/26	297103				SPECIAL EVENTS

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PARKS & REC - EVENTS DIVISION DAWN DODD 48 N. SAGE AVE MOBILE, AL 36607 Delivery Reference DAWN DODD Deliver To PARKS & REC - EVENTS DIVISION DAWN DODD 48 N. SAGE AVE MOBILE, AL 36607 Delivery Reference Dawn Dodd			
007	XK-PA3R BATTERY,LI-ION,3100MAH	12.00 EACH	114.70000	1376.40
1	1000.20.20.4010.4010.2005.0000.0000.47020.			1376.40
	Ship To PARKS & REC - EVENTS DIVISION DAWN DODD 48 N. SAGE AVE MOBILE, AL 36607 Delivery Reference DAWN DODD			

Bill To	Requisition 00012511-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.20.20.4010.4010.2005.0000.0000.47020. Review: Buyer: 9105paij Status: Approved Page 6

Vendor	Ship To
COMMUNICATIONS INTERNATIONAL INC 4450 US HWY 1 VERO BEACH, FL 32967 Tel#772-794-4251 Fax 772-794-4251	PARKS & REC - EVENTS DIVISION DAWN DODD 48 N. SAGE AVE MOBILE, AL 36607 EVENTS@CITYOFMOBILE.ORG Delivery Reference DAWN DODD Deliver To PARKS & REC - EVENTS DIVISION DAWN DODD 48 N. SAGE AVE MOBILE, AL 36607 Delivery Reference Dawn Dodd

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/13/26	297103				SPECIAL EVENTS

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To PARKS & REC - EVENTS DIVISION DAWN DODD 48 N. SAGE AVE MOBILE, AL 36607 Delivery Reference Dawn Dodd			
008	XK-NC8D ANTENNA,WHIP,1/2 WAVE, 762-870MHZ	12.00 EACH	44.40000	532.80
1	1000.20.20.4010.4010.2005.0000.0000.47020.			532.80
	Ship To PARKS & REC - EVENTS DIVISION DAWN DODD 48 N. SAGE AVE MOBILE, AL 36607 Delivery Reference DAWN DODD Deliver To PARKS & REC - EVENTS DIVISION DAWN DODD 48 N. SAGE AVE MOBILE, AL 36607 Delivery Reference Dawn Dodd			

Bill To	Requisition 00012511-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.20.20.4010.4010.2005.0000.0000.47020.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer: 9105paij
	Status: Approved Page 7

Vendor
COMMUNICATIONS INTERNATIONAL INC
4450 US HWY 1

VERO BEACH, FL 32967

Tel#772-794-4251
Fax 772-794-4251

Ship To
PARKS & REC - EVENTS DIVISION
DAWN DODD
48 N. SAGE AVE
MOBILE, AL 36607
EVENTS@CITYOFMOBILE.ORG

Delivery Reference
DAWN DODD

Deliver To
PARKS & REC - EVENTS DIVISION
DAWN DODD
48 N. SAGE AVE
MOBILE, AL 36607
Delivery Reference
Dawn Dodd

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/13/26	297103				SPECIAL EVENTS

LN	Description / Account	Qty	Unit Price	Net Price
009	XK-HC2G BELT CLIP,STANDARD,XL-45	12.00 EACH	14.80000	177.60
1	1000.20.20.4010.4010.2005.0000.0000.47020.			177.60

Ship To
PARKS & REC - EVENTS DIVISION
DAWN DODD
48 N. SAGE AVE
MOBILE, AL 36607
Delivery Reference
DAWN DODD

Deliver To
PARKS & REC - EVENTS DIVISION
DAWN DODD
48 N. SAGE AVE
MOBILE, AL 36607
Delivery Reference
Dawn Dodd

010	XK-CH6G CHARGER, 6-BAY, PREMIUM, XL-45P	2.00 EACH	699.30000	1398.60
1	1000.20.20.4010.4010.2005.0000.0000.47020.			1398.60

Bill To	Requisition 00012511-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.20.20.4010.4010.2005.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Approved Page 8

Vendor	Ship To
COMMUNICATIONS INTERNATIONAL INC	PARKS & REC - EVENTS DIVISION
4450 US HWY 1	DAWN DODD
	48 N. SAGE AVE
	MOBILE, AL 36607
VERO BEACH, FL 32967	EVENTS@CITYOFMOBILE.ORG
Tel#772-794-4251	Delivery Reference
Fax 772-794-4251	DAWN DODD
	Deliver To
	PARKS & REC - EVENTS DIVISION
	DAWN DODD
	48 N. SAGE AVE
	MOBILE, AL 36607
	Delivery Reference
	Dawn Dodd

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/13/26	297103				SPECIAL EVENTS

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
PARKS & REC - EVENTS DIVISION
DAWN DODD
48 N. SAGE AVE
MOBILE, AL 36607
Delivery Reference
DAWN DODD

Deliver To
PARKS & REC - EVENTS DIVISION
DAWN DODD
48 N. SAGE AVE
MOBILE, AL 36607
Delivery Reference
Dawn Dodd

Requisition Link

Requisition Total 26351.88

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

Account	Amount	Remaining Budget
1000.20.20.4010.4010.2005.0000.0000.47020.	26351.88	113127.03
EVENTS EXP	EQUIPMENT (LESS THAN $5000)	

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

Activity	Date	Clerk	Comment
Approved	05/29/26	DONALD ROSE	Auto approved by: 9105paij
Approved	05/29/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	05/29/26	STEVEN KRONINGER	Auto approved by: 9105paij

Bill To	Requisition 00012511-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.20.20.4010.4010.2005.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Approved Page 9

Vendor	Ship To
COMMUNICATIONS INTERNATIONAL INC	PARKS & REC - EVENTS DIVISION
4450 US HWY 1	DAWN DODD
	48 N. SAGE AVE
	MOBILE, AL 36607
VERO BEACH, FL 32967	EVENTS@CITYOFMOBILE.ORG
Tel#772-794-4251	Delivery Reference
Fax 772-794-4251	DAWN DODD
	Deliver To
	PARKS & REC - EVENTS DIVISION
	DAWN DODD
	48 N. SAGE AVE
	MOBILE, AL 36607
	Delivery Reference
	Dawn Dodd

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/13/26	297103				SPECIAL EVENTS

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	05/29/26	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	05/29/26	JAMES NEESE		Auto approved by: 9105paij	
	Approved	05/29/26	PATRICIA KENNEDY-JONES		Auto approved by: 9105paij	
	Approved	05/29/26	REBECCA CRUMPLER		Auto approved by: 9105paij	
	Approved	05/29/26	ANNE FOLEY		Auto approved by: 9105paij	
	Approved	05/29/26	JOHN PAINE			

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Two Way Radio - L3Harris -

Type
Master Agreement

Supplier
L3Harris Technologies, Inc.

Contract Code
MA230000003334-2

Linked Solicitation
Two Way Radio

Sourcing Number
SRC0000008282

Public Comments
NA

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Sonya	Bryan	sonya.bryan@procurement.alabama.gov	334-353-8379

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
Marilyn	Brannan	marilyn.brannan@l3harris.com	4343852866
Morgan	Shannon	Morgan.Shannon@L3Harris.com	843-513-7997
Morgan	Shannon	Morgan.Shannon@L3Harris.com	843-513-7997
Sheri	Fox	sheri.fox@l3harris.com	4348182525

4 Record(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
10/6/2022

End Date
9/30/2026

Documents

- TnC - Contract.xml
- TnC - Contract.xml
- TnC - Contract.xml
- L3Harris Fulfilment.docx
- L3Harris_Fulfilment.docx
- TnC_-_Contract (11).pdf
- MA230000003334-2_Master_Agreement__V1.pdf
- MA230000003334-2_Renewed_Master_Agreement_V1.pdf

Items

Item Name	Product Code		UOM
L3Harris Radio 26% Discount	MA220000003334-1	0.00	Each
L3Harris Accessory 26% Discount	MA220000003334-2	0.00	Each
L3Harris Software 0% Discount	MA220000003334-3	0.00	Each
L3Harris Labor 0% Discount	MA220000003334-4	0.00	Each
L3Harris Infrastructure 26% Discount	MA220000003334-5	0.00	Each

State of Alabama
Department of Finance
Office of the Chief Procurement Officer
Master Agreement

Contract Information			
Contract Name			
State Contract Number:	MA230000003334	Begin Date: 10/1/2022	End Date: 9/30/2024
L3Harris Technologies Inc (VC000046248)		Contact Name: Sheri Fox Contact Email: sheri.fox@l3harris.com	
Item Name		Product Code / Line Number	
Line 1 L3Harris Radio 26% Line 2 L3Harris Accessory 26% Line 3 L3Harris Software 0% Line 4 L3Harris Labor 0% Line 5 L3Harris Infrastructure 26%		MA230000003334-1 MA230000003334-2 MA230000003334-3 MA230000003334-4 MA230000003334-5	

Fulfillment Supplier
Communications International, Inc Williams Communications Inc

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: June 9, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to H.F. Glaude Construction for storm drainage vegetation and debris removal - Fallow Road to 4407 Birchwood Drive East.

Amount of Contract:
$15,697.55

Funding Source
General fund.

ATTACHMENTS:
1. 20260603 Glaude Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 9 June 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 H F Glaude Construction

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to H.F. Glaude Construction for storm drainage vegetation and debris removal - Fallow Road to 4407 Birchwood Drive East.
General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $15,697.55

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
13162	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – FALLOW ROAD TO 4407 BIRCHWOOD DRIVE EAST (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	$15,697.55	(296705) H. F. GLAUDE CONSTRUCTION

Adopted:

_____
City Clerk

Bill To	Requisition 00013162-00 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
H F GLAUDE CONSTRUCTION
363 SOUTH DEARBORN STREET

MOBILE, AL 36603

Tel#2512593108

Ship To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605
ASHLEY.ADAMS@CITYOFMOBILE.ORG

Deliver To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/29/26	296705				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT #VEG-2026-2070-126 FALLOW RD TO 4407 BIRCHWOOD DR E Additional Description Notes --- DISTRICT 4	1.00 EACH	15697.55000	15697.55
	1 1000.40.20.2070.2096.2070.0000.0000.42155.			15697.55

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 15697.55

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

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155.	15697.55	2764153.24
STORMWATER EXP DITCH MAINTENANCE		

Bill To	Requisition 00013162-00 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: Approved Page 2

Vendor	Ship To
H F GLAUDE CONSTRUCTION	PUBLIC WORKS ADMIN.
363 SOUTH DEARBORN STREET	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
MOBILE, AL 36603	ASHLEY.ADAMS@CITYOFMOBILE.ORG
Tel#2512593108	
	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
05/29/26	296705				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Approved	06/02/26	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	06/02/26	SHONNDA SMITH	
Approved	06/02/26	CHERI BOUCHER	Auto approved by: 910518244
Approved	06/03/26	DONALD ROSE	Auto approved by: 9105paij
Approved	06/03/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	06/03/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	06/03/26	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	06/03/26	MARYLYN BUSCHELL	Auto approved by: 9105paij
Approved	06/03/26	JAMES NEESE	Auto approved by: 9105paij
Approved	06/03/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	06/03/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	06/03/26	ANNE FOLEY	Auto approved by: 9105paij
Approved	06/03/26	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

Company Name	Contact	Email Address	E-Verify	Insurance	COM BL	Vendor Number
A & D Cromwell Concrete	Anthony Cromwell	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

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ITEM I

DEFINITIONS

The following terms and their definitions shall apply:

AGREEMENT - Whenever the word "AGREEMENT" is used it shall be held to mean the signed documents comprising this written Request for Quote from the Contractor and executed by the City of Mobile, setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Agreement includes the Definitions, Instructions to Contractors, Quote Proposal, Contract Forms and Contract Bonds, Specifications, Supplemental Specifications, Special Provisions, General and Detailed Plans, Construction Details, Articles of Agreement, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this "AGREEMENT" comprising this written Request for Quote from the Contractor and executed by the City of Mobile and any and all exhibits and attachments, setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity submitting a Quote Proposal and selected to perform any or all construction services.

INSPECTOR - An authorized representative of the CITY, assigned to make inspections of the PROJECT.

PROJECT – 2026 Storm Drainage Ditch Cleaning (Location), City of Mobile Public Services
Project No: VEG-2026-2070-00**.** This is for mowing and removing vegetation from various types of storm drainage ditches (See Exhibit A for locations.)

STANDARD SPECIFICATIONS - Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile.

MUTCD - Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition

WORK – All of the activities required of the Contractor to perform the requirements of this Agreement in full.

QUOTE – The total cost for the Contractor to perform all work for the referenced Project in the Quote Proposal. The Quote is a stipulated sum provided by the Contractor to provide all work in full.

QUOTE PROPOSAL – The portion of this Agreement located in Item IV, including the total cost Quote for the Project.

PUBLIC SERVICES (PS) REPRESENTATIVE – An authorized representative of the city of mobile public services Dept. Authorized by the public services project manager.

ITEM II

INSTRUCTIONS TO CONTRACTORS

The service, term, location, and lump sum cost of the work are as set out in the Request for Quote.

Examination of Documents and Site: Before submitting a Quote Proposal, the Contractor shall carefully examine this Request for Quote, visit the site of the Work, fully inform themselves as to existing conditions and limitations, and include in the Quote Proposal a sum to cover the cost of all items required to perform the work in full. **The submission of the Quote Proposal will be considered as conclusive evidence that the Contractor has made such examination.**

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

Requests for information (RFI's) shall be submitted in writing to the Public Services Project Manager no later than three (3) business days prior to the Quote Proposal Submittal date. Responses shall be in the form of a written Addendum and issued to all Contractors. Receipt of all addenda shall be acknowledged by all Contractors in the Request for Quote package. **Failure to acknowledge Addenda may result in disqualification of the Quote Proposal.**

All papers attached hereto in the Request for Quote Package shall be returned with the Quote Proposal Sheets attached.

This IS a tax-exempt project. Quote Proposals shall EXCLUDE all applicable sales and use taxes.

A City of Mobile Business License is required. It shall be current at the time of submitting a Quote Proposal and throughout the Agreement period.

The Contractor must be registered with the City of Mobile as a vendor. Registration can be found at:**https://mobileselfservice.tylertech.com/Vendors/Registration/Default.aspx**

The Contractor shall submit to the City of Mobile the following documents with the project Quote Proposal:

1. The ENTIRE Quote Proposal Package

2. Certificate of Insurance along with ALL endorsements in accordance with City of Mobile Insurance Requirements as described in Item V (Example in Exhibit B)

3. Proof of enrollment in the Federal E-Verify program (Exhibit C)

4. A Company W-9 Tax Form and Vendor Information Form (if not currently on file with the City of Mobile)

5. Accounting of Sales Tax Form (Item IX)

After the Quote Package has been approved by the City, a Purchase Order (PO) will be issued to the Contractor. Under no circumstances shall any work be performed prior to the issuance of the PO. **Once the PO is received, the Contractor shall contact the Public Services Project Manager (Jason Donovan) at 251-421-6689 or Jason.donovan@cityofmobile.org as well as Travis Dunn at (251) 721-2994 or travis.dunn@cityofmobile.gov in order to confirm the construction start date in writing.**

ITEM III

PROJECT SCOPE

Contractor shall exercise caution when performing work. Proper equipment shall be utilized as to not damage improved ditch sections (concrete ditch sections, gabion basket ditches, etc.). Contractor shall be responsible for repairing damages caused to ditch sections due to contractor negligence or improper use of equipment, at no cost to the City.

If ditches are overrun by vegetation, with no clearly established channel limits, a PS Representative will define the main flow line. The Contractor shall clear the vegetation within five (5) feet on each side of the flow line.

VEGETATION REMOVAL:
Contractor is responsible for the removal of living and dead vegetation within five (5) horizontal feet beyond the top of the ditch bank (see Typical Profiles on following pages) all work shall be done inside the existing easement. Nothing outside these boundaries is to be cut or removed by the Contractor unless otherwise approved or directed by the PS Representative. If unsure of the area, Contractor shall contact the PS Representative for clarification. Overhanging vegetation above ditches shall be cleared up to at least five feet from the bottom of the ditch. Ditches that are deeper than five feet shall be cleared of overhanging vegetation to the top edge of the ditch. The grass and vegetation shall be mowed to a height of 4" to 6". The contractor is responsible for trimming around concrete head walls and should be able to do so from the top of the ditch. Where work is conducted near a Right of Way, no vegetative debris will remain in the concrete or pavement area of the Right of Way after the work is completed or as directed by the P.S. representative. In the areas where the slope of an earthen ditch bank is greater than 1:1, the vegetation will be trimmed by the contractor up to and even with the top of the bank.

FIELD DOCUMENTATION:
The following documentation will be required to be maintained by the contractor:

1. Photos of the ditches, before and after vegetation removal.
2. Document, report, and photograph all ditch damage (ex. Concrete, Gabion, Washout ...), before and after vegetation removal.

ADDITIONAL REQUIREMENTS:
Prior to the start of construction, Contractors may be required to show in writing how they will accomplish their proposed bid.

ITEM IV

QUOTE PROPOSAL

Scope of Work:
Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies and equipment necessary to provide comprehensive ditch vegetation removal services as described below.

Removal of living and dead vegetation within the ditch and five (5) horizontal feet beyond the top of the ditch bank at [DITCH LOCATION], as shown in Exhibit A. Enclosed herein, the City has estimated the general location and total linear feet (LF) of ditch segments included in this project. Actual Field Conditions may vary. Contractor will provide unit and extended unit prices on the Quote Proposal Sheets. The total price quote based on the government estimated quantities will be used to set the price for award. Contractor will be required to document materials used when invoicing the city. Contractor will be paid the lump sum total price at the completion of the project, unless otherwise agreed to due to project size and complexity. If there is any work for which no pay item is provided, the cost will be considered incidental to the Project.

Company Name (Print):

Company Address:

City: _____ **State:** _____ **Zip Code:**

Owner Name (Print):

Owner Signature: _____ **Date:**

Please complete and return with your Request for Quote package.
Also, attach Contractor's proof of insurance, and other items as listed in Item II.

Quote Proposal sheet

City of Mobile

Public Services Department

Location: [Approximate ditch location]

Quote Due By: [Date]

Project No: VEG-2026-2070-00

District: #

Description: Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.

Vegetation Removal

DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	TOTAL QUOTE
Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.		LF		_____DOLLARS _____CENTS	

Total quote (written in words):

Number of working days to complete: 14

ITEM V

CERTIFICATE OF CONTRACTOR'S INSURANCE

INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured,*** and shall attach to this Agreement, as proof thereof and as, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama, stating the following:

The City of Mobile, its employees, agents, and all other indemnified parties shall be named as additional insureds on a primary and non-contributory basis for General Liability (including ongoing and completed operations), Automobile Liability, and Umbrella Liability, where required by written contract. A waiver of subrogation in favor of these parties shall apply to General Liability, Automobile Liability, Umbrella Liability, and Workers' Compensation, where required by written contract. The Workers' Compensation policy shall include an Alternate Employer Endorsement and shall provide thirty (30) days' prior written notice of cancellation, where required by written contract.

A. General Liability insurance – public liability including premises, products and complete operations.
   1. Bodily injury liability - $250,000 each person
      $500,000 each occurrence

   2. Property damage liability - $100,000 each occurrence
      Or (in lieu of (1) and (2) above

   3. Bodily injury and property damage combined - $500,000 per occurrence

B. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.

1. Bodily injury liability - $250,000 each person
   $500,000 each occurrence

2. Property damage liability - $100,000 each occurrence.
   Or (in lieu of (1) and (2) above)

3. Bodily injury and property damage combined - $500,000 per occurrence

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless the City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

ITEM VI

SPECIAL PROVISIONS

1. Coordinate all work with the Program Manager of the City of Mobile Public Services Department. All Work shall be scheduled to minimize the disturbance and interruption of the flow of traffic and the public.

   If needed (when working in the roadway or performing any activities that will affect traffic), the Contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. The Traffic Control Plan must be submitted at least two full working days prior to proceeding. Contractor shall assist motorists using paddles or flagging per the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) guidelines. See Exhibit E for additional information.

2. For all work performed under this Agreement, the Contractor shall use only skilled laborers. Laborers shall be properly supervised.

3. The City shall not prohibit the Contractor from performing the work described herein during a normal workday. For this provision a "normal workday" is defined as any business day between the hours of 7:30 a.m. and 5:00 p.m.

4. The Contractor shall ensure that the jobsite is clear and clean of debris at the end of each workday and at the completion of the project.

5. Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization, and assurances necessary to abide by the terms of this Agreement.

6. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be considered incidental to the project.

ITEM VII

ARTICLES OF AGREEMENT

ENTIRE AGREEMENT:

1. This Agreement is the final expression of the Agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

NO AGENCY RELATIONSHIP CREATED:

2. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible, therefore.

ASSERTION OF RIGHTS:

3. Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

NON-FUNDING CLAUSE:

4. The City of Mobile will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving thirty (30) days prior written notice documenting the lack of funding. The City will use reasonable efforts to ensure appropriated funds are available.

BREACH OF AGREEMENT:

5. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for work successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

TERMINATION:

6. The City or Contractor may terminate the Agreement upon thirty (30) days written notice. The City shall pay only for work executed and proven loss with respect to materials, equipment, tools and reasonable overhead. The City shall not be liable

for payment to the Contractor for lost profit or damages, as the result of its termination of the Agreement.
Notice from the City shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to ATTN: Jason Donovan, Public Services Program Manager, City of Mobile Public Services Department, 1900 Hurtel Street, Mobile, AL 36605.

AUTHORITY OF INSPECTORS:

7. The CITY may appoint such inspectors, assistants, or representatives as it deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

   Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials.

PAYMENT:

8. The City will pay the Contractor for actual work performed in accordance with the following:
   - Payment will be made upon the satisfactory inspection, completion, and acceptance of the work as specified and verified by written statement from the City.
   - Payment will be based upon the total lump sum quoted price for the completed project, not based on unit prices.
   - An original signed invoice shall be submitted to the Public Services Department Program Manager for review and approval. This invoice shall be marked "FINAL ESTIMATE". It shall be emailed to **travis.dunn@cityofmobile.gov** (251-721-2994) **AND Jason.donovan@cityofmobile.org** (251-421-6689), and a hard copy should also be mailed to:

     City of Mobile
     Public Services Maintenance
     Attn. Jason Donovan
     Program Manager
     1900 Hurtel Street
     Mobile, Alabama 36605

NOTICES:

9. Notice for the City shall be mailed to:

City of Mobile
Public Services Maintenance
Attn. Jason Donovan,
Program Manager
1900 Hurtel Street
Mobile, Alabama 36605

EQUAL OPPORTUNITY:

10. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Service Contractors comply with the Equal Employment Opportunity laws and the provisions of the Project Documents in this regard.

    The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on this and all other publicly solicited Quote Proposals.

COMPLIANCE WITH ALABAMA IMMIGRATION LAW:

11. By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

    The Contractor agrees that he/she shall comply with all the requirements of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Alabama Code (1975) Section 31-13.1, et, seq., as amended by Act No. 2012-4-91. Compliance shall be evidenced by verification of enrollment in the E-Verify Program and documentation of enrollment shall be attached to this Agreement in Exhibit C and incorporated herein by reference.

BOYCOTT:

12. By signing this Quote Proposal, the Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ANTI-DISCRIMINATION CLAUSE:

13. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under this Agreement be awarded to socially and economically disadvantaged individuals and business entities.

GOVERNING LAW AND VENUE:

14. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ITEM VIII

SUPPLEMENTAL SPECIFICATIONS

ITEM 740-A. *TRAFFIC CONTROL*:

740 A.1

Description

This section shall include the work of furnishing, installing, relocating, re-installing and maintaining Construction Signs, Drums, Cones and Weights as required to maintain traffic and to provide a safe work zone, including signpost and portable supports as necessary.

740 A.2

Materials

All materials shall conform to the appropriate Section of the 2018 ALDOT Standard Specifications for Highway Construction.

740 A.3

Basis of Payment

Payment will be included in the project lump sum price and shall be paid in full for all labor, materials, equipment, tools, transporting, installing, removal, re-installing and all incidentals necessary to complete this item.

ITEM IX

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS

A. DESCRIPTION OF REQUIREMENTS

1. This project is being quoted EXCLUDING TAXES and requires the Contractor to comply with applicable 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

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EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared _____(affiant) who, being duly sworn says as follows:

President/CEO of: _____

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as _____for _____that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

I further attest that said _____ is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows:

CEO of _____

Sworn to and subscribed before me this the _____ day of _____, 20___.

I certify that the affiant is known to me to be the identical party he or she claims to be.

_____
Signature and Seal of Notary Public

EXHIBIT D
RIGHT OF ENTRY AGREEMENT

RIGHT OF ENTRY AGREEMENT

This Right of Entry, ("Agreement") is entered into and effective as of the _____day of _____ 20___ , by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of the State of Alabama (hereinafter, "City"), and:

Property Owner(s):

Mailing Address:

Property Address (if different):

(collectively referred to as "Owner").

RECITALS

WHEREAS, Owner is the lawful owner or authorized representative of the real property located at the address stated above ("the Premises"); and

WHEREAS the City has requested access to the Premises for the limited purpose of performing or facilitating the following work or activity:

Inspection, mowing, trimming, and removal of vegetation and debris within existing storm drainage ditches and easements, including associated documentation and incidental maintenance activities; and

WHEREAS Owner is willing to grant the City temporary access to the Premises subject to the terms and conditions set forth below.

AGREEMENT

1. **Right of Entry.**
   The Owner hereby grants the City, its officers, employees, contractors, and authorized agents the right to enter the Premises at reasonable times for the limited purpose described above, including bringing personnel, vehicles, and equipment as necessary. This right shall extend only for the duration reasonably necessary to complete the activity described and shall not create or imply any permanent interest or easement in the Premises.

   The work will be done in an orderly manner, and any property disturbed by the City will be returned to a condition substantially the same as it was on the date entry was granted upon the above-described property.

2. **No Compensation.**

   Owner acknowledges and agrees that no compensation will be provided by the City in connection with the entry, inspection, or work performed unless otherwise agreed to in writing by the parties.

3. **Entire Agreement.**

   This Agreement represents the entire agreement between the parties regarding the matters described herein and supersedes any prior oral or written understandings. No amendment or modification shall be valid unless in writing and signed by both parties.

4. **Governing Law and Venue.**

   This Agreement shall be governed by the laws of the State of Alabama. Any dispute shall be resolved exclusively in the state or federal courts located in Mobile County, Alabama.

5. **Binding Effect.**

   This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, legal representatives, successors, and assigns.

6. **Photographic Documentation.**

   The City may take photographs or videos of the Premises during its access solely for documentation and public record purposes. Such materials may be retained and used by the City as needed, subject to applicable public records laws.

7. **Records and Public Disclosure.**

   This Agreement and any records created in connection with the work may be subject to public disclosure in accordance with Alabama law, including the Alabama Open Records Act.

8. **Emergency Access Carve-Out.**

   Nothing in this Agreement shall be construed to limit the City's right to enter the Premises without consent in cases of emergency or as otherwise authorized by law.

9. **Environmental Conditions.**

The City shall have no responsibility for pre-existing environmental conditions or contamination on the Premises. If environmental concerns are discovered during the work, the City may suspend activity until further evaluation is conducted.

10. **Assumption of Risk.**

Owner acknowledges that certain activities may pose inherent risks, including temporary disruption of access or minor damage to landscaping or surface features. Owner accepts such risks as reasonably incidental to the limited work authorized herein.

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

OWNER(S):

Signature:

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.

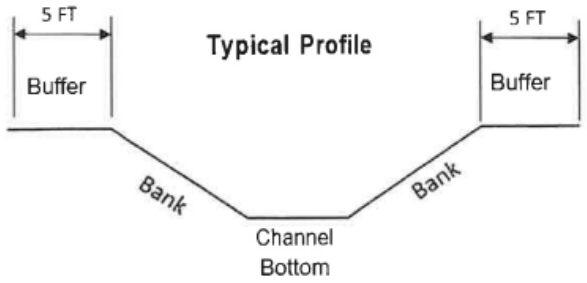
The MUTCD can be found at https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm.

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

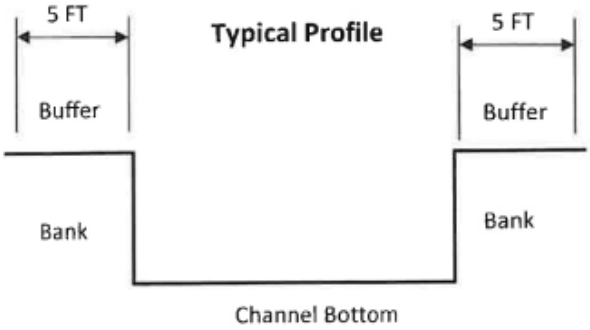
Ditch Maintenance Standards

Trapezoidal Ditch Maintenance Standards



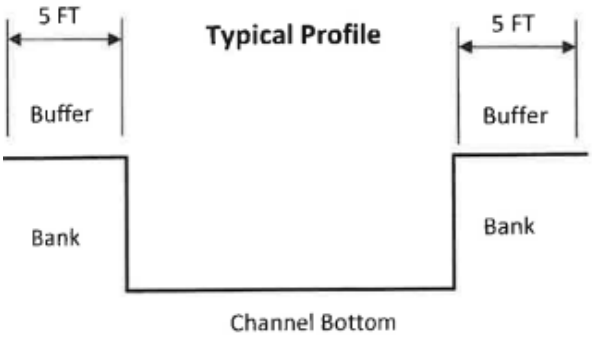
Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



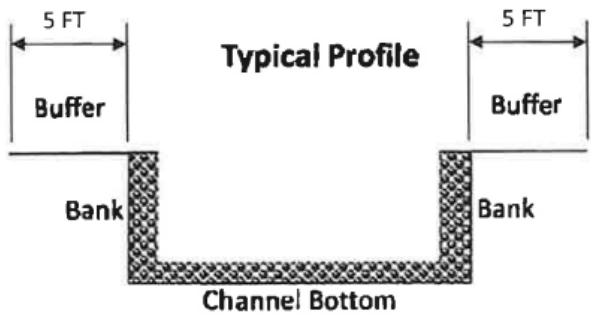
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



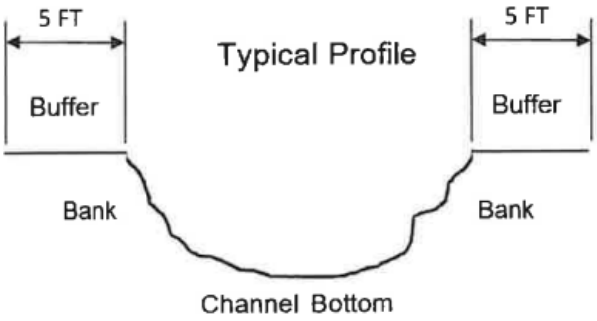
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

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: June 9, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to Prime Professional Concrete Pumping & Finishing LLC for storm drainage vegetation and debris removal - Lois Drive to Airview Drive

Amount of Contract:
$20,400.00

Funding Source
General fund

ATTACHMENTS:
1. 20260603 Prime Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 9 June 2026 (Date) Item No. _____

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

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

Reviewed by: _____ (Executive Director)

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

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Prime Professional Concrete Pumping & Finishing LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Prime Professional Concrete Pumping & Finishing LLC for storm drainage vegetation and debris removal - Lois Drive to Airview Drive

General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $20,400.00

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
13272	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – LOIS DRIVE TO AIRVIEW DRIVE (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	$20,400.00	(299670) PRIME PROFESSIONAL CONCRETE PUMPING & FINISHING LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00013272-00 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: Approved Page 1

Vendor	Ship To
PRIME PROFESSIONAL CONCRETE PUMPING & F	PUBLIC WORKS ADMIN.
6174 RIVER RUN CIRCLE	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
THEODORE, AL 36582	ASHLEY.ADAMS@CITYOFMOBILE.ORG
Tel#2512983814	

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
06/02/26	299670				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT #VEG-2026-2070-130 LOIS DR TO AIRVIEW DR Additional Description Notes --- DISTRICT 3	1.00 EACH	20400.00000	20400.00
	1 1000.40.20.2070.2096.2070.0000.0000.42155.			20400.00

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 20400.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155.	20400.00	2764153.24
STORMWATER EXP DITCH MAINTENANCE		

Bill To	Requisition 00013272-00 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: Approved Page 2

Vendor	Ship To
PRIME PROFESSIONAL CONCRETE PUMPING & F	PUBLIC WORKS ADMIN.
6174 RIVER RUN CIRCLE	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
THEODORE, AL 36582	ASHLEY.ADAMS@CITYOFMOBILE.ORG
Tel#2512983814	

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
06/02/26	299670				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Approved	06/02/26	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	06/02/26	SHONNDA SMITH	
Approved	06/02/26	CHERI BOUCHER	Auto approved by: 910518244
Approved	06/03/26	DONALD ROSE	Auto approved by: 9105paij
Approved	06/03/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	06/03/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	06/03/26	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	06/03/26	MARYLYN BUSCHELL	Auto approved by: 9105paij
Approved	06/03/26	JAMES NEESE	Auto approved by: 9105paij
Approved	06/03/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	06/03/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	06/03/26	ANNE FOLEY	Auto approved by: 9105paij
Approved	06/03/26	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

Company Name	Contact	Email Address	E-Verify	Insurance	COM BL	Vendor Number
A & D Cromwell Concrete	Anthony Cromwell	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

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DITCH MAINTENANCE STANDARDS	EXHIBIT F

ITEM I

DEFINITIONS

The following terms and their definitions shall apply:

AGREEMENT - Whenever the word "AGREEMENT" is used it shall be held to mean the signed documents comprising this written Request for Quote from the Contractor and executed by the City of Mobile, setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Agreement includes the Definitions, Instructions to Contractors, Quote Proposal, Contract Forms and Contract Bonds, Specifications, Supplemental Specifications, Special Provisions, General and Detailed Plans, Construction Details, Articles of Agreement, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this "AGREEMENT" comprising this written Request for Quote from the Contractor and executed by the City of Mobile and any and all exhibits and attachments, setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity submitting a Quote Proposal and selected to perform any or all construction services.

INSPECTOR - An authorized representative of the CITY, assigned to make inspections of the PROJECT.

PROJECT – 2026 Storm Drainage Ditch Cleaning (Location), City of Mobile Public Services
Project No: VEG-2026-2070-00**.** This is for mowing and removing vegetation from various types of storm drainage ditches (See Exhibit A for locations.)

STANDARD SPECIFICATIONS - Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile.

MUTCD - Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition

WORK – All of the activities required of the Contractor to perform the requirements of this Agreement in full.

QUOTE – The total cost for the Contractor to perform all work for the referenced Project in the Quote Proposal. The Quote is a stipulated sum provided by the Contractor to provide all work in full.

QUOTE PROPOSAL – The portion of this Agreement located in Item IV, including the total cost Quote for the Project.

PUBLIC SERVICES (PS) REPRESENTATIVE – An authorized representative of the city of mobile public services Dept. Authorized by the public services project manager.

ITEM II

INSTRUCTIONS TO CONTRACTORS

The service, term, location, and lump sum cost of the work are as set out in the Request for Quote.

Examination of Documents and Site: Before submitting a Quote Proposal, the Contractor shall carefully examine this Request for Quote, visit the site of the Work, fully inform themselves as to existing conditions and limitations, and include in the Quote Proposal a sum to cover the cost of all items required to perform the work in full. **The submission of the Quote Proposal will be considered as conclusive evidence that the Contractor has made such examination.**

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

Requests for information (RFI's) shall be submitted in writing to the Public Services Project Manager no later than three (3) business days prior to the Quote Proposal Submittal date. Responses shall be in the form of a written Addendum and issued to all Contractors. Receipt of all addenda shall be acknowledged by all Contractors in the Request for Quote package. **Failure to acknowledge Addenda may result in disqualification of the Quote Proposal.**

All papers attached hereto in the Request for Quote Package shall be returned with the Quote Proposal Sheets attached.

This IS a tax-exempt project. Quote Proposals shall EXCLUDE all applicable sales and use taxes.

A City of Mobile Business License is required. It shall be current at the time of submitting a Quote Proposal and throughout the Agreement period.

The Contractor must be registered with the City of Mobile as a vendor. Registration can be found at:**https://mobileselfservice.tylertech.com/Vendors/Registration/Default.aspx**

The Contractor shall submit to the City of Mobile the following documents with the project Quote Proposal:

1. The ENTIRE Quote Proposal Package

2. Certificate of Insurance along with ALL endorsements in accordance with City of Mobile Insurance Requirements as described in Item V (Example in Exhibit B)

3. Proof of enrollment in the Federal E-Verify program (Exhibit C)

4. A Company W-9 Tax Form and Vendor Information Form (if not currently on file with the City of Mobile)

5. Accounting of Sales Tax Form (Item IX)

After the Quote Package has been approved by the City, a Purchase Order (PO) will be issued to the Contractor. Under no circumstances shall any work be performed prior to the issuance of the PO. **Once the PO is received, the Contractor shall contact the Public Services Project Manager (Jason Donovan) at 251-421-6689 or Jason.donovan@cityofmobile.org as well as Travis Dunn at (251) 721-2994 or travis.dunn@cityofmobile.gov in order to confirm the construction start date in writing.**

ITEM III

PROJECT SCOPE

Contractor shall exercise caution when performing work. Proper equipment shall be utilized as to not damage improved ditch sections (concrete ditch sections, gabion basket ditches, etc.). Contractor shall be responsible for repairing damages caused to ditch sections due to contractor negligence or improper use of equipment, at no cost to the City.

If ditches are overrun by vegetation, with no clearly established channel limits, a PS Representative will define the main flow line. The Contractor shall clear the vegetation within five (5) feet on each side of the flow line.

VEGETATION REMOVAL:
Contractor is responsible for the removal of living and dead vegetation within five (5) horizontal feet beyond the top of the ditch bank (see Typical Profiles on following pages) all work shall be done inside the existing easement. Nothing outside these boundaries is to be cut or removed by the Contractor unless otherwise approved or directed by the PS Representative. If unsure of the area, Contractor shall contact the PS Representative for clarification. Overhanging vegetation above ditches shall be cleared up to at least five feet from the bottom of the ditch. Ditches that are deeper than five feet shall be cleared of overhanging vegetation to the top edge of the ditch. The grass and vegetation shall be mowed to a height of 4" to 6". The contractor is responsible for trimming around concrete head walls and should be able to do so from the top of the ditch. Where work is conducted near a Right of Way, no vegetative debris will remain in the concrete or pavement area of the Right of Way after the work is completed or as directed by the P.S. representative. In the areas where the slope of an earthen ditch bank is greater than 1:1, the vegetation will be trimmed by the contractor up to and even with the top of the bank.

FIELD DOCUMENTATION:
The following documentation will be required to be maintained by the contractor:

1. Photos of the ditches, before and after vegetation removal.
2. Document, report, and photograph all ditch damage (ex. Concrete, Gabion, Washout ...), before and after vegetation removal.

ADDITIONAL REQUIREMENTS:
Prior to the start of construction, Contractors may be required to show in writing how they will accomplish their proposed bid.

ITEM IV

QUOTE PROPOSAL

Scope of Work:
Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies and equipment necessary to provide comprehensive ditch vegetation removal services as described below.

Removal of living and dead vegetation within the ditch and five (5) horizontal feet beyond the top of the ditch bank at [DITCH LOCATION], as shown in Exhibit A. Enclosed herein, the City has estimated the general location and total linear feet (LF) of ditch segments included in this project. Actual Field Conditions may vary. Contractor will provide unit and extended unit prices on the Quote Proposal Sheets. The total price quote based on the government estimated quantities will be used to set the price for award. Contractor will be required to document materials used when invoicing the city. Contractor will be paid the lump sum total price at the completion of the project, unless otherwise agreed to due to project size and complexity. If there is any work for which no pay item is provided, the cost will be considered incidental to the Project.

Company Name (Print):

Company Address:

City: _____ **State:** _____ **Zip Code:**

Owner Name (Print):

Owner Signature: _____ **Date:**

Please complete and return with your Request for Quote package.
Also, attach Contractor's proof of insurance, and other items as listed in Item II.

Quote Proposal sheet

City of Mobile

Public Services Department

Location: [Approximate ditch location]

Quote Due By: [Date]

Project No: VEG-2026-2070-00

District: #

Description: Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.

Vegetation Removal

DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	TOTAL QUOTE
Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.		LF		_____DOLLARS _____CENTS	

Total quote (written in words):

Number of working days to complete: 14

ITEM V

CERTIFICATE OF CONTRACTOR'S INSURANCE

INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured,*** and shall attach to this Agreement, as proof thereof and as, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama, stating the following:

The City of Mobile, its employees, agents, and all other indemnified parties shall be named as additional insureds on a primary and non-contributory basis for General Liability (including ongoing and completed operations), Automobile Liability, and Umbrella Liability, where required by written contract. A waiver of subrogation in favor of these parties shall apply to General Liability, Automobile Liability, Umbrella Liability, and Workers' Compensation, where required by written contract. The Workers' Compensation policy shall include an Alternate Employer Endorsement and shall provide thirty (30) days' prior written notice of cancellation, where required by written contract.

A. General Liability insurance – public liability including premises, products and complete operations.
   1. Bodily injury liability - $250,000 each person
      $500,000 each occurrence

   2. Property damage liability - $100,000 each occurrence
      Or (in lieu of (1) and (2) above

   3. Bodily injury and property damage combined - $500,000 per occurrence

B. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.

1. Bodily injury liability - $250,000 each person
   $500,000 each occurrence

2. Property damage liability - $100,000 each occurrence.
   Or (in lieu of (1) and (2) above)

3. Bodily injury and property damage combined - $500,000 per occurrence

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless the City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

ITEM VI

SPECIAL PROVISIONS

1. Coordinate all work with the Program Manager of the City of Mobile Public Services Department. All Work shall be scheduled to minimize the disturbance and interruption of the flow of traffic and the public.

   If needed (when working in the roadway or performing any activities that will affect traffic), the Contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. The Traffic Control Plan must be submitted at least two full working days prior to proceeding. Contractor shall assist motorists using paddles or flagging per the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) guidelines. See Exhibit E for additional information.

2. For all work performed under this Agreement, the Contractor shall use only skilled laborers. Laborers shall be properly supervised.

3. The City shall not prohibit the Contractor from performing the work described herein during a normal workday. For this provision a "normal workday" is defined as any business day between the hours of 7:30 a.m. and 5:00 p.m.

4. The Contractor shall ensure that the jobsite is clear and clean of debris at the end of each workday and at the completion of the project.

5. Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization, and assurances necessary to abide by the terms of this Agreement.

6. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be considered incidental to the project.

ITEM VII

ARTICLES OF AGREEMENT

ENTIRE AGREEMENT:

1. This Agreement is the final expression of the Agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

NO AGENCY RELATIONSHIP CREATED:

2. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible, therefore.

ASSERTION OF RIGHTS:

3. Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

NON-FUNDING CLAUSE:

4. The City of Mobile will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving thirty (30) days prior written notice documenting the lack of funding. The City will use reasonable efforts to ensure appropriated funds are available.

BREACH OF AGREEMENT:

5. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for work successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

TERMINATION:

6. The City or Contractor may terminate the Agreement upon thirty (30) days written notice. The City shall pay only for work executed and proven loss with respect to materials, equipment, tools and reasonable overhead. The City shall not be liable

for payment to the Contractor for lost profit or damages, as the result of its termination of the Agreement.
Notice from the City shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to ATTN: Jason Donovan, Public Services Program Manager, City of Mobile Public Services Department, 1900 Hurtel Street, Mobile, AL 36605.

AUTHORITY OF INSPECTORS:

7. The CITY may appoint such inspectors, assistants, or representatives as it deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

   Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials.

PAYMENT:

8. The City will pay the Contractor for actual work performed in accordance with the following:
   - Payment will be made upon the satisfactory inspection, completion, and acceptance of the work as specified and verified by written statement from the City.
   - Payment will be based upon the total lump sum quoted price for the completed project, not based on unit prices.
   - An original signed invoice shall be submitted to the Public Services Department Program Manager for review and approval. This invoice shall be marked "FINAL ESTIMATE". It shall be emailed to **travis.dunn@cityofmobile.gov** (251-721-2994) **AND Jason.donovan@cityofmobile.org** (251-421-6689), and a hard copy should also be mailed to:

     City of Mobile
     Public Services Maintenance
     Attn. Jason Donovan
     Program Manager
     1900 Hurtel Street
     Mobile, Alabama 36605

NOTICES:

9. Notice for the City shall be mailed to:

City of Mobile
Public Services Maintenance
Attn. Jason Donovan,
Program Manager
1900 Hurtel Street
Mobile, Alabama 36605

EQUAL OPPORTUNITY:

10. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Service Contractors comply with the Equal Employment Opportunity laws and the provisions of the Project Documents in this regard.

    The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on this and all other publicly solicited Quote Proposals.

COMPLIANCE WITH ALABAMA IMMIGRATION LAW:

11. By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

    The Contractor agrees that he/she shall comply with all the requirements of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Alabama Code (1975) Section 31-13.1, et, seq., as amended by Act No. 2012-4-91. Compliance shall be evidenced by verification of enrollment in the E-Verify Program and documentation of enrollment shall be attached to this Agreement in Exhibit C and incorporated herein by reference.

BOYCOTT:

12. By signing this Quote Proposal, the Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ANTI-DISCRIMINATION CLAUSE:

13. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under this Agreement be awarded to socially and economically disadvantaged individuals and business entities.

GOVERNING LAW AND VENUE:

14. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ITEM VIII

SUPPLEMENTAL SPECIFICATIONS

ITEM 740-A. *TRAFFIC CONTROL*:

740 A.1

Description

This section shall include the work of furnishing, installing, relocating, re-installing and maintaining Construction Signs, Drums, Cones and Weights as required to maintain traffic and to provide a safe work zone, including signpost and portable supports as necessary.

740 A.2

Materials

All materials shall conform to the appropriate Section of the 2018 ALDOT Standard Specifications for Highway Construction.

740 A.3

Basis of Payment

Payment will be included in the project lump sum price and shall be paid in full for all labor, materials, equipment, tools, transporting, installing, removal, re-installing and all incidentals necessary to complete this item.

ITEM IX

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS

A. DESCRIPTION OF REQUIREMENTS

1. This project is being quoted EXCLUDING TAXES and requires the Contractor to comply with applicable 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:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	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

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EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared _____(affiant) who, being duly sworn says as follows:

President/CEO of: _____

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as _____for _____that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

I further attest that said _____ is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows:

CEO of _____

Sworn to and subscribed before me this the _____ day of _____, 20___.

I certify that the affiant is known to me to be the identical party he or she claims to be.

_____
Signature and Seal of Notary Public

EXHIBIT D
RIGHT OF ENTRY AGREEMENT

RIGHT OF ENTRY AGREEMENT

This Right of Entry, ("Agreement") is entered into and effective as of the _____day of _____ 20___ , by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of the State of Alabama (hereinafter, "City"), and:

Property Owner(s):

Mailing Address:

Property Address (if different):

(collectively referred to as "Owner").

RECITALS

WHEREAS, Owner is the lawful owner or authorized representative of the real property located at the address stated above ("the Premises"); and

WHEREAS the City has requested access to the Premises for the limited purpose of performing or facilitating the following work or activity:

Inspection, mowing, trimming, and removal of vegetation and debris within existing storm drainage ditches and easements, including associated documentation and incidental maintenance activities; and

WHEREAS Owner is willing to grant the City temporary access to the Premises subject to the terms and conditions set forth below.

AGREEMENT

1. **Right of Entry.**
   The Owner hereby grants the City, its officers, employees, contractors, and authorized agents the right to enter the Premises at reasonable times for the limited purpose described above, including bringing personnel, vehicles, and equipment as necessary. This right shall extend only for the duration reasonably necessary to complete the activity described and shall not create or imply any permanent interest or easement in the Premises.

   The work will be done in an orderly manner, and any property disturbed by the City will be returned to a condition substantially the same as it was on the date entry was granted upon the above-described property.

2. **No Compensation.**

   Owner acknowledges and agrees that no compensation will be provided by the City in connection with the entry, inspection, or work performed unless otherwise agreed to in writing by the parties.

3. **Entire Agreement.**

   This Agreement represents the entire agreement between the parties regarding the matters described herein and supersedes any prior oral or written understandings. No amendment or modification shall be valid unless in writing and signed by both parties.

4. **Governing Law and Venue.**

   This Agreement shall be governed by the laws of the State of Alabama. Any dispute shall be resolved exclusively in the state or federal courts located in Mobile County, Alabama.

5. **Binding Effect.**

   This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, legal representatives, successors, and assigns.

6. **Photographic Documentation.**

   The City may take photographs or videos of the Premises during its access solely for documentation and public record purposes. Such materials may be retained and used by the City as needed, subject to applicable public records laws.

7. **Records and Public Disclosure.**

   This Agreement and any records created in connection with the work may be subject to public disclosure in accordance with Alabama law, including the Alabama Open Records Act.

8. **Emergency Access Carve-Out.**

   Nothing in this Agreement shall be construed to limit the City's right to enter the Premises without consent in cases of emergency or as otherwise authorized by law.

9. Environmental Conditions.

The City shall have no responsibility for pre-existing environmental conditions or contamination on the Premises. If environmental concerns are discovered during the work, the City may suspend activity until further evaluation is conducted.

10. Assumption of Risk.

Owner acknowledges that certain activities may pose inherent risks, including temporary disruption of access or minor damage to landscaping or surface features. Owner accepts such risks as reasonably incidental to the limited work authorized herein.

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

OWNER(S):

Signature:

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.

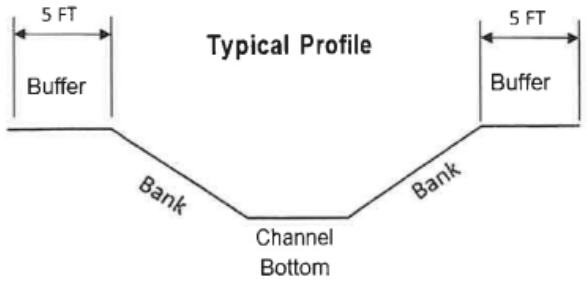
The MUTCD can be found at https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm.

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

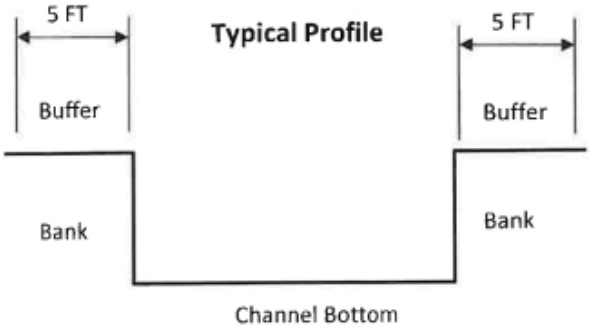
Ditch Maintenance Standards

Trapezoidal Ditch Maintenance Standards



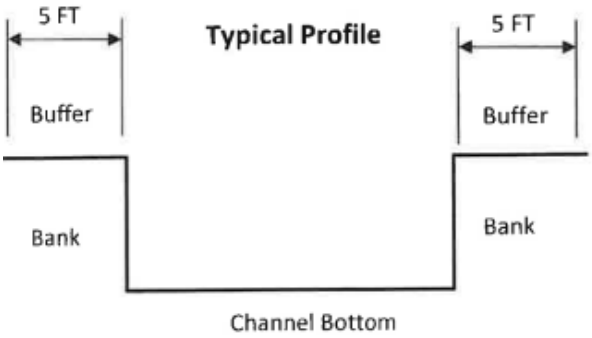
Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



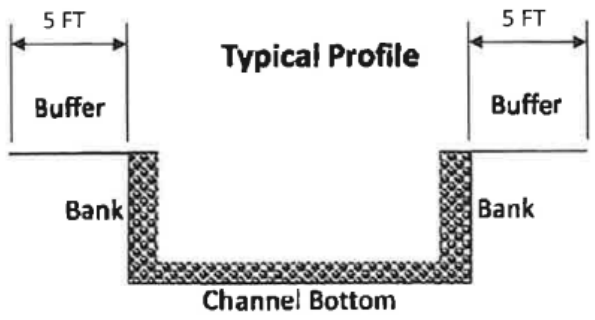
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



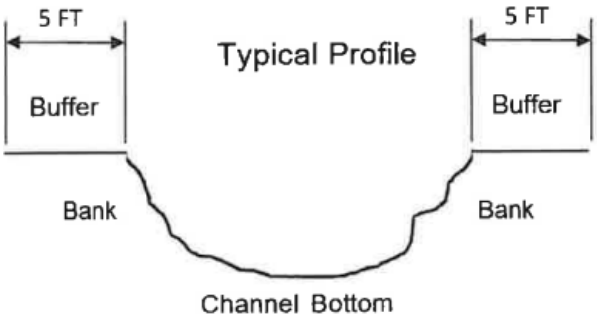
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

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: June 9, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to Thomas A. Galloway for drainage vegetation and debris removal - Martinwood Lane to Bayfront Road

Amount of Contract:
$29,875.00

Funding Source
General fund

ATTACHMENTS:
1. 20260603 Galloway Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 9 June 2026 (Date) Item No. _____

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

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

Reviewed by: _____ (Executive Director)

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

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Thomas A. Galloway

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Thomas A. Galloway for drainage vegetation and debris removal - Martinwood Lane to Bayfront Road
General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $29,875.00

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
13258	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – MARTINWOOD LANE TO BAYFRONT ROAD (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	$29,875.00	(300085) THOMAS A. GALLOWAY

Adopted:

_____
City Clerk

Bill To	Requisition 00013258-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.40.20.2070.2096.2070.0000.0000.42155.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer: 9105paij
	Status: Approved Page 1

Vendor
THOMAS A. GALLOWAY
33064 STABLES DR. UNIT B

DAPHNE, AL 36527

Tel#251.232.1151

Ship To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605
ASHLEY.ADAMS@CITYOFMOBILE.ORG

Deliver To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/01/26	300085				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT #VEG-2026-2070-127 MARTINWOOD LN TO BAYFRONT RD Additional Description Notes --- DISTRICT 3	1.00 EACH	29875.00000	29875.00
	1 1000.40.20.2070.2096.2070.0000.0000.42155.			29875.00

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 29875.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155.	29875.00	2764153.24
STORMWATER EXP DITCH MAINTENANCE		

Bill To	Requisition 00013258-00 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: Approved Page 2

Vendor	Ship To
THOMAS A. GALLOWAY	PUBLIC WORKS ADMIN.
33064 STABLES DR. UNIT B	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
DAPHNE, AL 36527	ASHLEY.ADAMS@CITYOFMOBILE.ORG
Tel#251.232.1151	
	Deliver To
	PUBLIC WORKS ADMIN.
	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/01/26	300085				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Approved	06/02/26	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	06/02/26	SHONNDA SMITH	
Approved	06/02/26	CHERI BOUCHER	Auto approved by: 910518244
Approved	06/03/26	DONALD ROSE	Auto approved by: 9105paij
Approved	06/03/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	06/03/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	06/03/26	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	06/03/26	MARYLYN BUSCHELL	Auto approved by: 9105paij
Approved	06/03/26	JAMES NEESE	Auto approved by: 9105paij
Approved	06/03/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	06/03/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	06/03/26	ANNE FOLEY	Auto approved by: 9105paij
Approved	06/03/26	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

Company Name	Contact	Email Address	E-Verify	Insurance	COM BL	Vendor Number
A & D Cromwell Concrete	Anthony Cromwell	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

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CONTRACTORS INSURANCE CERTIFICATION	EXHIBIT B
E-VERIFY AFFIDAVIT	EXHIBIT C
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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:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	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

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EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared _____(affiant) who, being duly sworn says as follows:

President/CEO of: _____

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as _____for _____that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

I further attest that said _____ is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows:

CEO of _____

Sworn to and subscribed before me this the _____ day of _____, 20___.

I certify that the affiant is known to me to be the identical party he or she claims to be.

_____
Signature and Seal of Notary Public

EXHIBIT D
RIGHT OF ENTRY AGREEMENT

RIGHT OF ENTRY AGREEMENT

This Right of Entry, ("Agreement") is entered into and effective as of the _____day of _____ 20___ , by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of the State of Alabama (hereinafter, "City"), and:

Property Owner(s):

Mailing Address:

Property Address (if different):

(collectively referred to as "Owner").

RECITALS

WHEREAS, Owner is the lawful owner or authorized representative of the real property located at the address stated above ("the Premises"); and

WHEREAS the City has requested access to the Premises for the limited purpose of performing or facilitating the following work or activity:

Inspection, mowing, trimming, and removal of vegetation and debris within existing storm drainage ditches and easements, including associated documentation and incidental maintenance activities; and

WHEREAS Owner is willing to grant the City temporary access to the Premises subject to the terms and conditions set forth below.

AGREEMENT

1. **Right of Entry.**
   The Owner hereby grants the City, its officers, employees, contractors, and authorized agents the right to enter the Premises at reasonable times for the limited purpose described above, including bringing personnel, vehicles, and equipment as necessary. This right shall extend only for the duration reasonably necessary to complete the activity described and shall not create or imply any permanent interest or easement in the Premises.

   The work will be done in an orderly manner, and any property disturbed by the City will be returned to a condition substantially the same as it was on the date entry was granted upon the above-described property.

2. **No Compensation.**

   Owner acknowledges and agrees that no compensation will be provided by the City in connection with the entry, inspection, or work performed unless otherwise agreed to in writing by the parties.

3. **Entire Agreement.**

   This Agreement represents the entire agreement between the parties regarding the matters described herein and supersedes any prior oral or written understandings. No amendment or modification shall be valid unless in writing and signed by both parties.

4. **Governing Law and Venue.**

   This Agreement shall be governed by the laws of the State of Alabama. Any dispute shall be resolved exclusively in the state or federal courts located in Mobile County, Alabama.

5. **Binding Effect.**

   This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, legal representatives, successors, and assigns.

6. **Photographic Documentation.**

   The City may take photographs or videos of the Premises during its access solely for documentation and public record purposes. Such materials may be retained and used by the City as needed, subject to applicable public records laws.

7. **Records and Public Disclosure.**

   This Agreement and any records created in connection with the work may be subject to public disclosure in accordance with Alabama law, including the Alabama Open Records Act.

8. **Emergency Access Carve-Out.**

   Nothing in this Agreement shall be construed to limit the City's right to enter the Premises without consent in cases of emergency or as otherwise authorized by law.

9. **Environmental Conditions.**

The City shall have no responsibility for pre-existing environmental conditions or contamination on the Premises. If environmental concerns are discovered during the work, the City may suspend activity until further evaluation is conducted.

10. **Assumption of Risk.**

Owner acknowledges that certain activities may pose inherent risks, including temporary disruption of access or minor damage to landscaping or surface features. Owner accepts such risks as reasonably incidental to the limited work authorized herein.

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

OWNER(S):

Signature:

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.

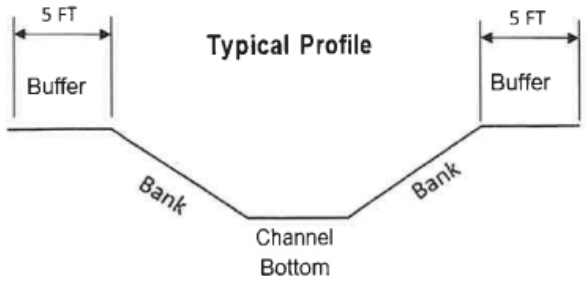
The MUTCD can be found at https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm.

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

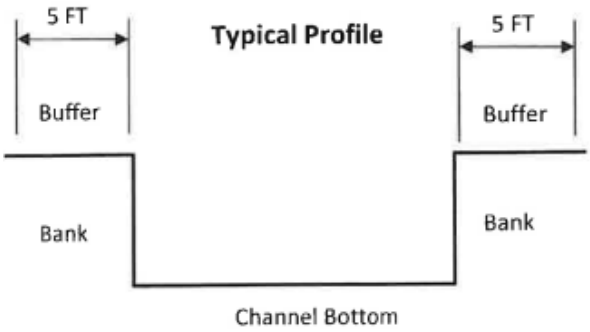
Ditch Maintenance Standards

Trapezoidal Ditch Maintenance Standards



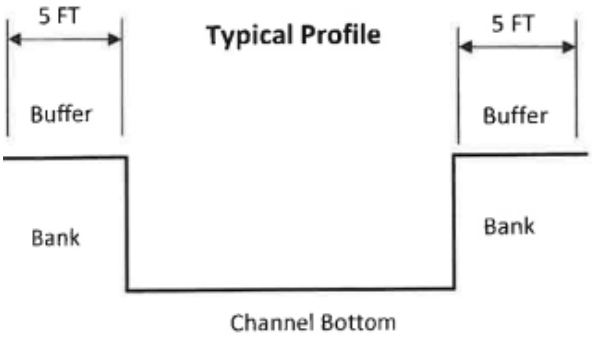
Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



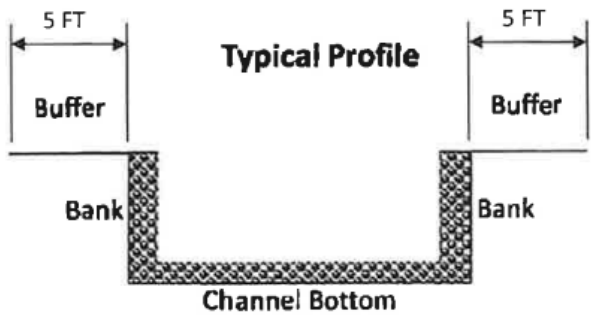
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



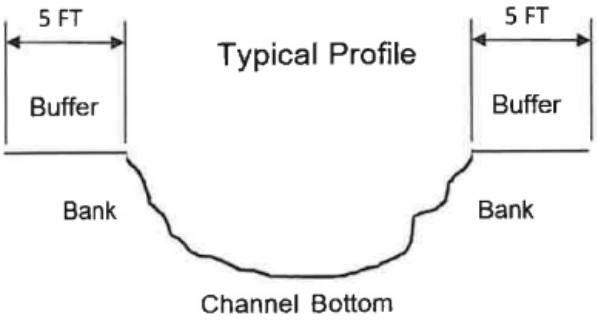
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

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: June 9, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to Inline LLC for repairs to damaged manhole on Water St at Dauphin St for Traffic Engineering.

Amount of Contract:
$18,759.48

Funding Source
Capital - Traffic Engineering Street Traffic Improvements

ATTACHMENTS:
1. 20260602 Inline Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

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Agenda of: 9 June 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 Inline LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Inline LLC for repairs to damaged manhole on Water St at Dauphin St for Traffic Engineering.

Capital - Traffic Engineering Street Traffic Improvements

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $18,759.48

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: 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
12388	2026	(2060) TRAFFIC ENGINEERING	REPAIRS TO DAMAGED MANHOLE ON WATER ST AT DAUPHIN ST (PRICE BELOW BID REQUIREMENT)	$18,759.48	(297660) INLINE LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00012388-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
INLINE LLC	TRAFFIC ENGINEERING
5535 BUSINESS PARKWAY	852 GAYLE STREET
	MOBILE, AL 36604
THEODORE, AL 36582	JOANNA.ARNETT@CITYOFMOBILE.GOV
Tel#251-518-0113	
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/11/26	297660				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
001	MANHOLE REPAIR, WATER ST @ DAUPHIN ST	1.00 EACH	18759.48000	18759.48
1	2000.80.00.0000.0000.0000.0000.0000.48010. E E0043 .CONSTRUCTN. .			18759.48

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 18759.48

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

Account	Amount	Remaining Budget
E E0043 .CONSTRUCTN. .	18759.48	185283.49

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.48010. CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION	18759.48	1596333.42

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

Bill To	Requisition 00012388-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
INLINE LLC	TRAFFIC ENGINEERING
5535 BUSINESS PARKWAY	852 GAYLE STREET
	MOBILE, AL 36604
THEODORE, AL 36582	JOANNA.ARNETT@CITYOFMOBILE.GOV
Tel#251-518-0113	
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/11/26	297660				TRAFFIC ENGINEERING

LN	Description / Account			Qty	Unit Price	Net Price
	Activity	Date	Clerk	Comment		
	Approved	05/12/26	ADAM SPENCE	Auto approved by: 91054000		
	Approved	05/12/26	JENNIFER WHITE			
	Approved	05/12/26	BRENDA RHODES			
	Approved	05/12/26	TIFFANY HOLLINS	Auto approved by: 910511034		
	Approved	05/29/26	DONALD ROSE	Auto approved by: 9105paij		
	Approved	05/29/26	SANDRA LEWIS	Auto approved by: 9105paij		
	Approved	05/29/26	STEVEN KRONINGER	Auto approved by: 9105paij		
	Approved	05/29/26	SAMANTHA COOLEY	Auto approved by: 9105paij		
	Approved	05/29/26	JAMES NEESE	Auto approved by: 9105paij		
	Approved	05/29/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij		
	Approved	05/29/26	REBECCA CRUMPLER	Auto approved by: 9105paij		
	Approved	05/29/26	ANNE FOLEY	Auto approved by: 9105paij		
	Approved	05/29/26	JOHN PAINE			

Authorized By: _____ Date: _____
Signature

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: June 9, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to North American Fire Equipment Co Inc for 76 various sized fire hoses for MFRD.

Amount of Contract:
$23,056.00

Funding Source
General fund

ATTACHMENTS:
1. 20260602 NAFECO Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

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Agenda of: 9 June 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 North American Fire Equipment Co Inc.

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to North American Fire Equipment Co Inc for 76 various sized fire hoses for MFRD.

General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $23,056.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: NPPgov cooperative purchasing agreement, not on state contract.

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

How many bidders submitted bids (if applicable): na

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

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
12787	2026	(1510) FIRE ADMINISTRATION	76 VARIOUS SIZED FIRE HOSES FOR MFRD (NPPGOV COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$23,056.00	(149290) NORTH AMERICAN FIRE EQUIPMENT CO INC

Adopted:

_____

City Clerk

Bill To	Requisition 00012787-00 FY 2026
ACCOUNTS PAYABLE	PO 26009912
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 910521901
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor	Ship To
NORTH AMERICAN FIRE EQUIPMENT CO INC	FIRE CENTRAL SUPPLY
PO Box 2928	2851 OLD SHELL ROAD
	MOBILE, AL 36607
DECATUR, AL 35602	RICHARDSONV@CITYOFMOBILE.GOV
USA	
Tel#256-353-7100	Delivery Reference
Fax 256-355-0852	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/20/26	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER YOUR QUOTE: Q1226051969393			
001	Key Fire Hose, 5.0" x 100' Yellow, Rubber, 450 PSI, 5"Stz, ITEM #RC50X100Y50S; QUOTE Q1226051969393; Co-Op Contract NPP. GOV PS26250/1910 **SHIPPING INCLUDED IN PRICE** Vendor Item	10.00 EACH	937.00000	9370.00
	1 1000.30.15.1510.1510.1510.0000.0000.42150.			9370.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
002	Key Fire Hose, 2.5" x 50' White, DJ, ECO, 800 PSI,2.5"NH, ITEM	30.00 EACH	219.00000	6570.00

Bill To	Requisition 00012787-00 FY 2026
ACCOUNTS PAYABLE	PO 26009912
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 910521901
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor
NORTH AMERICAN FIRE EQUIPMENT CO INC
PO Box 2928

DECATUR, AL 35602
USA
Tel#256-353-7100
Fax 256-355-0852

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.GOV

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/20/26	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	#DP25WX50-800ECO; QUOTE Q1226051969393; Co-Op Contract NPP. GOV PS26250/1910 **SHIPPING INCLUDED IN PRICE** Vendor Item			
1	1000.30.15.1510.1510.1510.0000.0000.42150.			6570.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
003	Key Big 10 FDNY Hose, 1.75" 50' Red, 1.5" NST;ITEM #DP18-800FDNYX50R; QUOTE Q1226051969393; Co-Op Contract NPP. GOV PS26250/1910 **SHIPPING INCLUDED IN PRICE** Vendor Item	30.00 EACH	217.00000	6510.00
1	1000.30.15.1510.1510.1510.0000.0000.42150.			6510.00

Bill To	Requisition 00012787-00 FY 2026
ACCOUNTS PAYABLE	PO 26009912
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 910521901
vendorinvoices@cityofmobile.org	Status: Converted Page 3

Vendor	Ship To
NORTH AMERICAN FIRE EQUIPMENT CO INC	FIRE CENTRAL SUPPLY
PO Box 2928	2851 OLD SHELL ROAD
	MOBILE, AL 36607
DECATUR, AL 35602	RICHARDSONV@CITYOFMOBILE.GOV
USA	
Tel#256-353-7100	Delivery Reference
Fax 256-355-0852	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/20/26	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
004	Key Fire Hose, 1.75" x 25' White, DJ, ECO, 800 PSI,1.5"NH, ITEM #DP17WX25-800ECO; QUOTE Q1226051969393; Co-Op Contract NPP. GOV PS26250/1910 **SHIPPING INCLUDED IN PRICE** Vendor Item	6.00 EACH	101.00000	606.00
1	1000.30.15.1510.1510.1510.0000.0000.42150.			606.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON			

Bill To	Requisition 00012787-00 FY 2026
ACCOUNTS PAYABLE	PO 26009912
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 910521901
vendorinvoices@cityofmobile.org	Status: Converted Page 4

Vendor	Ship To
NORTH AMERICAN FIRE EQUIPMENT CO INC	FIRE CENTRAL SUPPLY
PO Box 2928	2851 OLD SHELL ROAD
	MOBILE, AL 36607
DECATUR, AL 35602	RICHARDSONV@CITYOFMOBILE.GOV
USA	
Tel#256-353-7100	Delivery Reference
Fax 256-355-0852	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/20/26	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

Requisition Link

Requisition Total 23056.00

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

Account	Amount	Remaining Budget
1000.30.15.1510.1510.1510.0000.0000.42150.	23056.00	1596333.42
FIRE ADMINISTRATION EXP MAINTENANCE & REPAIRS		

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

Activity	Date	Clerk	Comment
Approved	06/01/26	DONALD ROSE	Auto approved by: 910521901
Approved	06/01/26	SANDRA LEWIS	Auto approved by: 910521901
Approved	06/01/26	STEVEN KRONINGER	Auto approved by: 910521901
Approved	06/01/26	SAMANTHA COOLEY	Auto approved by: 910521901
Approved	06/01/26	JAMES NEESE	Auto approved by: 910521901
Approved	06/01/26	PATRICIA KENNEDY-JONES	
Approved	06/01/26	REBECCA CRUMPLER	Auto approved by: 910521901
Approved	06/01/26	ANNE FOLEY	Auto approved by: 910521901
Approved	06/01/26	JOHN PAINE	Auto approved by: 910521901

Authorized By: _____ Date: _____
Signature

Publicly Solicited Contract	Expiration Date	Renewal Limit	Contract #	Lead Public Agency
	Mar 6, 2030	Mar 6, 2031	PS26250	League of Oregon Cities

This is a publicly solicited contract established through an RFP process conducted by a Lead Public Agency. This contract satisfies formal competitive bid requirements of most states. All NPPGov members are urged to seek independent review by their legal counsel to ensure compliance with all state and local requirements.

Documents | Access Contract | Details

Synopsis

Fire Fighting Equipment, SCBA, and Protective Gear RFP 2555 Synopsis

RFP

Fire Fighting Equipment, SCBA, and Protective Gear RFP 2555

IGA | MPA

Intergovernmental Agreement IGA

NAFECO Master Price Agreement

For Best Viewing Results Download Contract Docs
Click Here for Viewing Instructions

Testimonial

My time in the fire service spans over thirty years. Throughout my entire career I have worked with NAFECO on many, many projects for our department. Their expertise in the field has been unmatched. hat truly sets NAFECO apart is their dedication to their clients and the community they serve. They are responsive, transparent in their communication, and always have had a proactive approach to any matter. I would confidently recommend NAFECO to any organization seeking a dependable and knowledgeable fire equipment and service provider. They are a valuable asset to our department and uphold the highest standards of service and professionalism.

- Fire Chief Stacy Smith
Fort Payne Fire Department

NAFECO

North America Fire Equipment Co., Inc. (NAFECO) was founded in 1968. NAFECO offers equipment and uniforms to all First Responders including Fire and Police Departments, EMS and we also have an industrial division. We have five locations through out the southeastern United States. Our headquarters is in Decatur, Alabama and we also have locations in Clarkston, GA, Orlando, FL, Foley, AL and Ashland, VA. Our vision is to be recognized by our customers and suppliers as the best in our industry. We understand customers have a choice and believe superior customer service, timely delivery and competitive prices are the foundation of NAFECO.

Additional Company Information

NAFECO Website

NAFECO - FFE Contract Overview

NPPGov Customer Service
customerservice@nppgov.com
Phone: 877.329.8847

North America Fire Equipment Co. NAFECO Contact Information
Ronald Woodall
Vice President
ronald.woodall@nafeco.com
Phone: (256) 353-7100 x127

Other Contracts That May Interest You

FirstNet™ Built With AT&T
Wireless- Mobility Data & Communications Solutions,...
Jun 14, 2023 - Jun 14, 2026

Curtis – Fire Fighting Equipme...
Fire Fighting Equipment, SCBA, and Protective Gear
Feb 25, 2030 - Feb 25, 2031

MES Life Safety – Fire Fightin...
Fire Fighting Equipment, SCBA, and Protective Gear
Mar 17, 2030 - Mar 17, 2031

Ten-8 Fire & Safety – Fire Figh...
Fire Fighting Equipment, SCBA, and Protective Gear
Feb 26, 2030 - Feb 26, 2031

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

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

Rachel Laurie Riddle
Chief Examiner

December 23, 2025

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135, the Department has reviewed the competitive bidding process used by NPPGov, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

Based on the Department's review, the competitive bid process used by NPPGov is approved for use through **December 31, 2026**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135.

Prior to utilizing NPPGov, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

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

Attention Counties and Municipalities:

Please be advised, this letter authorizes the purchase of materials or equipment that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code*

1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than $100,000 as a result of the exclusion of the purchase of the materials or equipment. See Section 39-2-2(m)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.

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

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: June 9, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to Sansom Equipment Co Inc for one Vactor 2100i vacuum sewer cleaner truck for Stormwater Dept.

Amount of Contract:
$515,174.00

Funding Source
Capital Equipment Public Services Stormwater Fee

ATTACHMENTS:
1. 20260604 Sansom Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

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Agenda of: 9 June 2026 (Date) Item No. _____

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

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

Reviewed by: _____ (Executive Director)

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

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Sansom Equipment Co Inc

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Sansom Equipment Co Inc for one Vactor 2100i vacuum sewer cleaner truck for Stormwater Dept.
Capital Equipment Public Services Stormwater Fee

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $515,174.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sourcewell cooperative purchasing agreement, not on state contract.

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

How many bidders submitted bids (if applicable): na

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

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
12194	2026	(2050) FLEET MANAGEMENT - GARAGE	ONE VACTOR 2100I VACUUM SEWER CLEANER TRUCK FOR STORMWATER DEPARTMENT (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$515,174.00	(190715) SANSOM EQUIPMENT CO INC

Adopted:

_____

City Clerk

Bill To	Requisition 00012194-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	4050.70.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36604	Buyer: 9105paij
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Approved Page 1

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MOTOR POOL - ATTN: ADAM LYNN
2025 W I-65 SERVICE ROAD NORTH	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36618	AGEET@CITYOFMOBILE.GOV
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/07/26	190715				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
001	VACTOR 2100i COMBINATION SEWER CLEANER AS FOLLOWS: VACTOR 2100i COMBINATION SEWER CLEANER W/15 CUBIC YARD DEBRIS BODY, 1500 GALLON CAPACITY, ROOTS 824-16 PD BLOWER VACUUM SYSTEM AND 80 GPM @2500 PSI WATER SYSTEM INCLUDES ALL STANDARD FEATURES PLUS THE FOLLOWING EQUIPMENT: DEBRIS BODY WASHOUT 6" REAR DOOR DRAIN W/KNIFE VALVE AND CAMLOCK 3:00 POSITION 6" REAR DOOR DRAIN W/KNIFE VALVE AND CAMLOCK 6:00 POSITION FULL REAR DOOR SWINGING SCREEN DRAIN FILTER (4) CENTRIFUGAL CYCLONE SEPARATORS FOLDING PIPE RACK CURBSIDE SUB-FRAME PIPE RACK REAR DOOR SPLASH SHIELD LUBE MANIFOLD W/CHART AIR PURGE SYSTEM FRONT BLOWER CONTROLS BLOWER HIGH TEMP SAFETY SHUTDOWN DIGITAL WATER LEVEL INDICATOR DIGITAL DEBRIS LEVEL INDICATOR BELLY PACK WIRELESS CONTROLS ROTATABLE BOOM INLET HOSE 10x15 RDB (RAPID DEPLOYMENT BOOM) ANTI SPLASH VALVE IN DEBRIS BODY HYDRO EXCAVATION KIT W/SPRING LOADED HOSE REEL RDB WASHOUTCOUPLING 600'x1" PIRANHA SEWER HOSE DRAIN VALVES AT RODDER	1.00 EACH	515174.00000	515174.00

Bill To	Requisition 00012194-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	4050.70.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36604	Buyer: 9105paij
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Approved Page 2

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MOTOR POOL - ATTN: ADAM LYNN
2025 W I-65 SERVICE ROAD NORTH	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36618	AGEET@CITYOFMOBILE.GOV
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/07/26	190715				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	PUMP, FINAL FILTER AND SILENCER AUTO HOSE WIND GUIDE W/PINCH ROLLER REAR DIRECTIONAL CONTROL LED ARROW BOARD WIRELESS WATERPROOF RECHARGEABLE LED HAND LIGHT FEDERAL SIGNAL 10 LED STROBE PACKAGE LED WORK LIGHTS ON BOOM LED WORK LIGHT AT MANHOLE LED WORK LIGHT ON CURB SIDE 16x30x96 FULL WIDTH TOOLBOX BEHIND CAB TOOLBOXES AT FRONT BUMPER W/LED MARKERS SAFETY CONE RACK-DROP IN STYLE NEW FREIGHTLINER 114SD SBA CHASSIS W/370HP CUMMINS DIESEL, ALLISON AUTOMATIC TRANSMISSION, 66,000 GVWR FREIGHT & DELIVERY AS PER SOURCEWELL CONTRACT 101221-VTR AND YOUR QUOTE SECQ9631 DATED JUNE 3, 2026			

Additional Description Notes

VACTOR 2100i COMBINATION SEWER CLEANER AS FOLLOWS:

VACTOR 2100i COMBINATION SEWER CLEANER W/15 CUBIC YARD DEBRIS BODY, 1500 GALLON CAPACITY, ROOTS 824-16 PD BLOWER VACUUM SYSTEM AND 80 GPM @2500 PSI WATER SYSTEM

INCLUDES ALL STANDARD FEATURES PLUS THE FOLLOWING EQUIPMENT:

DEBRIS BODY WASHOUT
6" REAR DOOR DRAIN W/KNIFE VALVE AND CAMLOCK 3:00 POSITION

Bill To	Requisition 00012194-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	4050.70.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36604	Buyer: 9105paij
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Approved Page 3

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MOTOR POOL - ATTN: ADAM LYNN
2025 W I-65 SERVICE ROAD NORTH	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36618	AGEET@CITYOFMOBILE.GOV
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/07/26	190715				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	6" REAR DOOR DRAIN W/KNIFE VALVE AND CAMLOCK 6:00 POSITION			
	FULL REAR DOOR SWINGING SCREEN DRAIN FILTER			
	(4) CENTRIFUGAL CYCLONE SEPARATORS			
	FOLDING PIPE RACK CURBSIDE			
	SUB-FRAME PIPE RACK			
	REAR DOOR SPLASH SHIELD			
	LUBE MANIFOLD W/CHART			
	AIR PURGE SYSTEM			
	FRONT BLOWER CONTROLS			
	BLOWER HIGH TEMP SAFETY SHUTDOWN			
	DIGITAL WATER LEVEL INDICATOR			
	DIGITAL DEBRIS LEVEL INDICATOR			
	BELLY PACK WIRELESS CONTROLS			
	ROTATABLE BOOM INLET HOSE			
	10x15 RDB (RAPID DEPLOYMENT BOOM)			
	ANTI SPLASH VALVE IN DEBRIS BODY			
	HYDRO EXCAVATION KIT W/SPRING LOADED HOSE REEL			
	RDB WASHOUTCOUPLING			
	600'x1" PIRANHA SEWER HOSE			
	DRAIN VALVES AT RODDER PUMP, FINAL FILTER AND SILENCER			
	AUTO HOSE WIND GUIDE W/PINCH ROLLER			
	REAR DIRECTIONAL CONTROL LED ARROW BOARD			
	WIRELESS WATERPROOF RECHARGEABLE LED HAND LIGHT			
	FEDERAL SIGNAL 10 LED STROBE PACKAGE			
	LED WORK LIGHTS ON BOOM			
	LED WORK LIGHT AT MANHOLE			
	LED WORK LIGHT ON CURB SIDE			
	16x30x96 FULL WIDTH TOOLBOX BEHIND CAB			
	TOOLBOXES AT FRONT BUMPER W/LED MARKERS			
	SAFETY CONE RACK-DROP IN STYLE			
	NEW FREIGHTLINER 114SD SBA CHASSIS W/370HP CUMMINS DIESEL, ALLISON AUTOMATIC			

Bill To	Requisition 00012194-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	4050.70.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36604	Buyer: 9105paij
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Approved Page 4

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MOTOR POOL - ATTN: ADAM LYNN
2025 W I-65 SERVICE ROAD NORTH	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36618	AGEET@CITYOFMOBILE.GOV
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/07/26	190715				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	TRANSMISSION, 66,000 GVWR FREIGHT & DELIVERY			
	AS REQUESTED BY 2096-STORMWATER			
1	4050.70.00.0000.0000.0000.0000.0000.47010. E E0156 .CAPEQUIPMT. .			515174.00

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE ATTN: SEAN
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 515174.00

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

Account	Amount	Remaining Budget
E E0156 .CAPEQUIPMT. .	515174.00	134973.54

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

Account	Amount	Remaining Budget
4050.70.00.0000.0000.0000.0000.0000.47010.	515174.00	

Bill To	Requisition 00012194-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	4050.70.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36604	Buyer: 9105paij
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Approved Page 5

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MOTOR POOL - ATTN: ADAM LYNN
2025 W I-65 SERVICE ROAD NORTH	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36618	AGEET@CITYOFMOBILE.GOV
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/07/26	190715				FLEET MANAGEMENT-GARAGE

Account		Amount	Remaining Budget
STORM WATER EXP	EQUIPMENT (GREATER $5000)		

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

Activity	Date	Clerk	Comment
Approved	05/07/26	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	05/07/26	SHONNDA SMITH	
Approved	05/07/26	CHERI BOUCHER	Auto approved by: 910518244
Approved	05/07/26	BRENDA RHODES	
Approved	05/07/26	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	06/04/26	DONALD ROSE	Auto approved by: 9105paij
Approved	06/04/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	06/04/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	06/04/26	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	06/04/26	JAMES NEESE	Auto approved by: 9105paij
Approved	06/04/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	06/04/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	06/04/26	ANNE FOLEY	Auto approved by: 9105paij
Approved	06/04/26	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

Vactor Manufacturing

Sewer vacuum

#101221-VTR
Maturity Date: 11/29/2026
Website: vactor.com/purchasing-contracts

Products & Services | Buy Sourcewell | Documents | Contact Information

Products & Services

Sourcewell contract 101221-VTR gives access to the following types of goods and services:

- Catch basin cleaners
- Water jetters
- Vacuum excavators
- Combination sewer cleaners
- Vacuum excavation
- Hydro excavation
- TRUVAC equipment

Vactor Dealer look up (nongovernment site)
Locate your local dealer or representative

TRUVAC Dealer look up (nongovernment site)
Vacuum Truck Sales and Rentals | Hydrovac Trucks Sales and Rentals

Contact us

Have questions about a contract or cooperative purchasing?

Contact our dedicated team online or call 877-585-9706.

Buy Sourcewell

Login to unlock more contract features.

Username
Username

Password
Password

Log In

Forgot username or password?
Setup Buy Sourcewell access

Register for an account

Simply complete the online application, contact our dedicated team, or call 877-585-9706.

Search Suppliers & Contracts

General Contracts

IDIQ Contracts

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Vactor 101221-VTR

Pricing for contract #101221-VTR offers Sourcewell participating agencies the following discounts:

- 3% discount off list price
- In addition to the discount off MSRP, volume discounts may be considered on a case-by-case basis.

For USA Dealers Only:

*For Non-USA Dealers, See Map Below

SHOW ALL STATES.

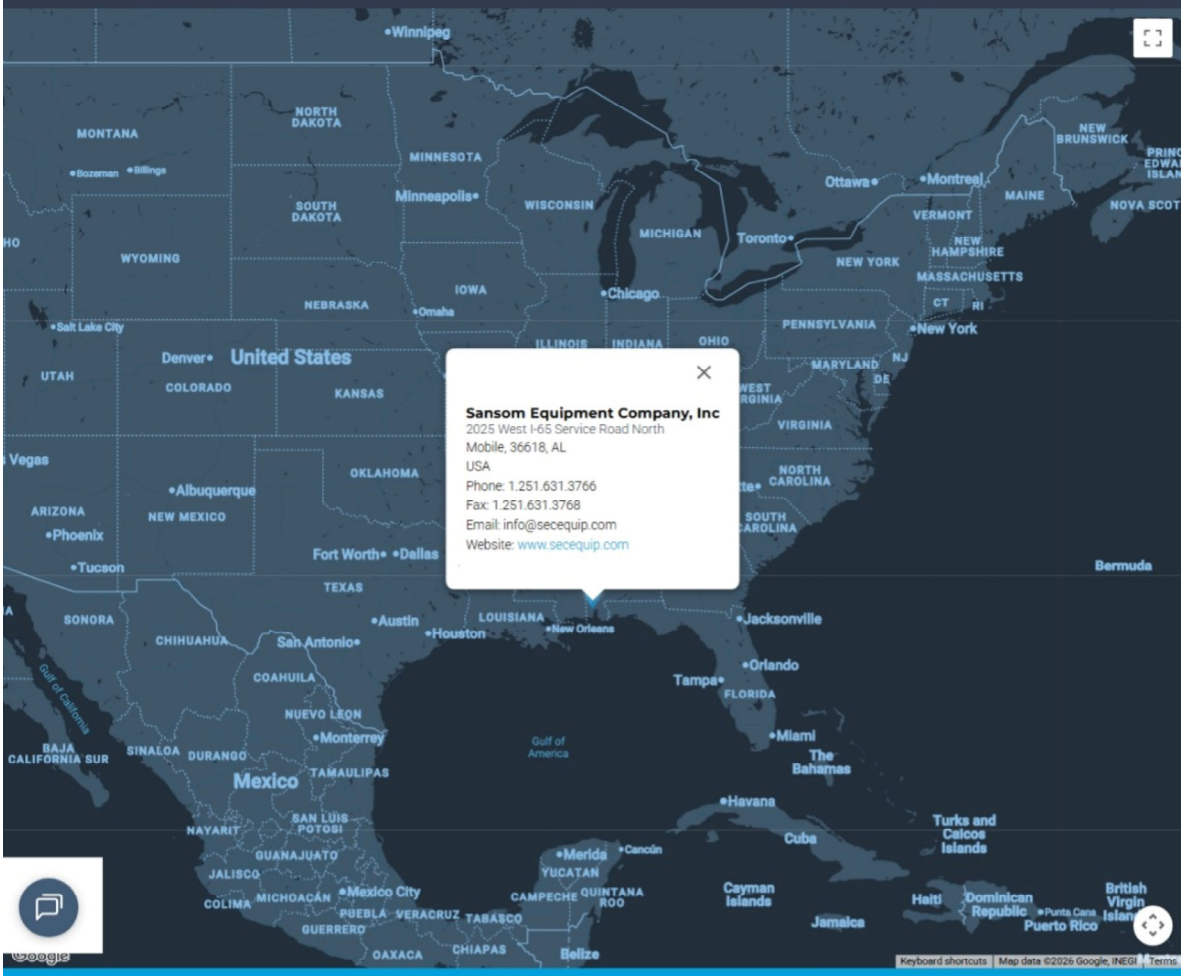
State: Alabama

County: Entire State, AL (Mobile, AL Location)

Sansom Equipment Company, Inc

Gives service to the following counties:

Entire State, AL (Mobile, AL Location)



*** Contact list best viewed in a modern browser such as Chrome, Firefox, or Edge.**

VACTOR
Subsidiary of Federal Signal Corporation
1621 S. Illinois Street
Streator, IL 61364
(815) 672-3171
(815) 672-2779
sales@vactor.com

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

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

Rachel Laurie Riddle
Chief Examiner

December 23, 2025

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2022-135, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2026**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2023-135.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all such purchases must comply with the requirements of *Uniform Guidance*.

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

Attention Counties and Municipalities:

Please be advised, this letter authorizes the purchase of materials or equipment that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code*

1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than $100,000 as a result of the exclusion of the purchase of the materials or equipment. See Section 39-2-2(m)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.

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

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: June 9, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to Vertiv Corporation for annual renewal of preventative maintenance services for Liebert center uninterruptible power supply and cooling systems for 8080 Airport Blvd municipal server location for MIT.

Amount of Contract:
$19,434.78

Funding Source
General fund.

ATTACHMENTS:
1. 20260602 Vertiv Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 9 June 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 Vertiv Corporation

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Vertiv Corporation for annual renewal of preventative maintenance services for Liebert data center uninterruptible power supply and cooling systems for 8080 Airport Blvd municipal server location for MIT. General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $19,434.78

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement; professional service

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
13169	2026	(5000) INFORMATION TECHNOLOGY	ANNUAL RENEWAL OF PREVENTATIVE MAINTENANCE SERVICES FOR LIEBERT DATA-CENTER UNINTERRUPTIBLE POWER SUPPLY AND COOLING SYSTEMS FOR MUNICIPAL SERVER AT 8080 AIRPORT BLVD FOR MIT (PRICE BELOW BID REQUIREMENT, PROFESSIONAL SERVICE)	$19,434.78	(295869) VERTIV CORPORATION

Adopted:

_____

City Clerk

Bill To	Requisition 00013169-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
VERTIV CORPORATION	MIT
1050 DEARBORN DR	651 CHURCH STREET
	MOBILE, AL 36602
COLUMBUS, OH 43085	SAMANTHA.COOLEY@CITYOFMOBILE.GOV
Tel#251-432-1211	Delivery Reference
Fax 850-969-0855	GREG HOLLIDAY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/29/26	295869				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER YOUR QUOTE CPQ-1074760-1			
	SITE #1194851.			
	ESSENTIAL COVERAGE 8/1/2026-7/31/2027.			
001	TAG #1554889, NX 20-30 INTBAT MODEL#38SB020C0CHX (2 ANNUAL PM) ESSENTIAL (08/01/2026) - (07/31/2027)	1.00 EACH	7214.37000	7214.37
	1 1000.10.23.5000.5000.5000.0000.0000.42150.			7214.37
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY			
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
002	TAG #1608751, DELUXE CW MODEL #CW038UCSA39568A (4 ANNUAL PM)	1.00 EACH	4796.66000	4796.66

Bill To	Requisition 00013169-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
VERTIV CORPORATION 1050 DEARBORN DR COLUMBUS, OH 43085 Tel#251-432-1211 Fax 850-969-0855	MIT 651 CHURCH STREET MOBILE, AL 36602 SAMANTHA.COOLEY@CITYOFMOBILE.GOV Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/29/26	295869				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	ESSENTIAL (08/01/2026) - (07/31/2027)			
	1 1000.10.23.5000.5000.5000.0000.0000.42150.			4796.66
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
003	TAG #1609231 DS AIR MODEL #VS028DSA0EI570A 4 ANNUAL PM ESSENTIAL (08/01/2026) - (07/31/2027)	1.00 EACH	7423.75000	7423.75
	1 1000.10.23.5000.5000.5000.0000.0000.42150.			7423.75

Bill To	Requisition 00013169-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
VERTIV CORPORATION	MIT
1050 DEARBORN DR	651 CHURCH STREET
	MOBILE, AL 36602
COLUMBUS, OH 43085	SAMANTHA.COOLEY@CITYOFMOBILE.GOV
Tel#251-432-1211	Delivery Reference
Fax 850-969-0855	GREG HOLLIDAY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/29/26	295869				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
GREG HOLLIDAY

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

Requisition Link

Requisition Total 19434.78

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

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42150.		
	19434.78	1858103.38
INFORMATION TECHNOLOGY EXP MAINTENANCE & REPAIRS		

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

Activity	Date	Clerk	Comment
Approved	05/29/26	GREG HOLLIDAY	Auto approved by: 91057606
Approved	05/29/26	SCOTT KEARNEY	
Approved	05/29/26	UDARA JAYASENA	Auto approved by: 91057606
Approved	06/01/26	DONALD ROSE	Auto approved by: 9105fola
Approved	06/01/26	SANDRA LEWIS	Auto approved by: 9105fola
Approved	06/01/26	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	06/01/26	SAMANTHA COOLEY	Auto approved by: 9105fola

Bill To	Requisition 00013169-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fola Status: Approved Page 4

Vendor	Ship To
VERTIV CORPORATION 1050 DEARBORN DR COLUMBUS, OH 43085 Tel#251-432-1211 Fax 850-969-0855	MIT 651 CHURCH STREET MOBILE, AL 36602 SAMANTHA.COOLEY@CITYOFMOBILE.GOV Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/29/26	295869				INFORMATION TECHNOLOGY

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	06/01/26	JAMES NEESE		Auto approved by: 9105fola	
	Approved	06/01/26	PATRICIA KENNEDY-JONES		Auto approved by: 9105fola	
	Approved	06/01/26	REBECCA CRUMPLER		Auto approved by: 9105fola	
	Approved	06/01/26	ANNE FOLEY			
	Approved	06/01/26	JOHN PAINE		Auto approved by: 9105fola	

Authorized By: _____ Date: _____
Signature

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: June 9, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to Vertiv Corporation for annual renewal of preventative maintenance services for Liebert center uninterruptible power supply and cooling systems for Western Administrative Complex municipal server location for MIT

Amount of Contract:
$20,218.43

Funding Source
General fund

ATTACHMENTS:
1. 20260602 Vertiv2 Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 9 June 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 Vertiv Corporation

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Vertiv Corporation for annual renewal of preventative maintenance services for Liebert data center uninterruptible power supply and cooling systems for Western Administrative Complex municipal server location for MIT. General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $20,218.43

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement; professional service

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
13170	2026	(5000) INFORMATION TECHNOLOGY	ANNUAL RENEWAL OF PREVENTATIVE MAINTENANCE SERVICES FOR LIEBERT DATA-CENTER UNINTERRUPTIBLE POWER SUPPLY AND COOLING SYSTEMS FOR MUNICIPAL SERVER AT WESTERN ADMINISTRATIVE COMPLEX FOR MIT (PRICE BELOW BID REQUIREMENT, PROFESSIONAL SERVICE)	$20,218.43	(295869) VERTIV CORPORATION

Adopted:

_____
City Clerk

Bill To	Requisition 00013170-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
VERTIV CORPORATION	MIT
1050 DEARBORN DR	651 CHURCH STREET
	MOBILE, AL 36602
COLUMBUS, OH 43085	SAMANTHA.COOLEY@CITYOFMOBILE.GOV
Tel#251-432-1211	Delivery Reference
Fax 850-969-0855	GREG HOLLIDAY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/29/26	295869				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER YOUR QUOTE #CPQ-1076366-1.			
	ESSENTIAL ANNUAL PM 08/01/2026 - 07/31/2027.			
001	TAG#1796651 DS AIR	1.00	6637.78000	6637.78
	MODEL#DS042ADC1EI098S 4 ESSENTIAL	EACH		
	(08/01/2026) - (07/31/2027)			
	1 1000.10.23.5000.5000.5000.0000.0000.42150.			6637.78
	Ship To			
	MIT			
	651 CHURCH STREET			
	MOBILE, AL 36602			
	Delivery Reference			
	GREG HOLLIDAY			
	Deliver To			
	MIT			
	651 CHURCH STREET			
	MOBILE, AL 36602			
002	TAG#1750884 DS AIR	1.00	6637.78000	6637.78
	MODEL#DS042ADC1EI235S 4 ESSENTIAL	EACH		
	(08/01/2026) - (07/31/2027			
	1 1000.10.23.5000.5000.5000.0000.0000.42150.			6637.78

Bill To	Requisition 00013170-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
VERTIV CORPORATION	MIT
1050 DEARBORN DR	651 CHURCH STREET
	MOBILE, AL 36602
COLUMBUS, OH 43085	SAMANTHA.COOLEY@CITYOFMOBILE.GOV
Tel#251-432-1211	Delivery Reference
Fax 850-969-0855	GREG HOLLIDAY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/29/26	295869				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
003	TAG#1751241 APM 30 (N+1) WB MODEL#NRB41CCSAHA0890 2 ESSENTIAL (08/01/2026) - (07/31/2027)	1.00 EACH	6211.76000	6211.76
	1 1000.10.23.5000.5000.5000.0000.0000.42150.			6211.76
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			

Bill To	Requisition 00013170-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
VERTIV CORPORATION 1050 DEARBORN DR COLUMBUS, OH 43085 Tel#251-432-1211 Fax 850-969-0855	MIT 651 CHURCH STREET MOBILE, AL 36602 SAMANTHA.COOLEY@CITYOFMOBILE.GOV Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/29/26	295869				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
004	TAG#1751243 APM45-90PERIPH MODEL#NRMB0C4C2RA0S54 2 ESSENTIAL (08/01/2026) - (07/31/2027	1.00 EACH	731.11000	731.11
1	1000.10.23.5000.5000.5000.0000.0000.42150.			731.11

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
GREG HOLLIDAY

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

Requisition Link

Requisition Total 20218.43

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

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42150. INFORMATION TECHNOLOGY EXP MAINTENANCE & REPAIRS	20218.43	1858103.38

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

Activity	Date	Clerk	Comment

Bill To	Requisition 00013170-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
VERTIV CORPORATION	MIT
1050 DEARBORN DR	651 CHURCH STREET
	MOBILE, AL 36602
COLUMBUS, OH 43085	SAMANTHA.COOLEY@CITYOFMOBILE.GOV
Tel#251-432-1211	Delivery Reference
Fax 850-969-0855	GREG HOLLIDAY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/29/26	295869				INFORMATION TECHNOLOGY

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	05/29/26	GREG HOLLIDAY		Auto approved by: 91057606	
	Approved	05/29/26	SCOTT KEARNEY			
	Approved	05/29/26	UDARA JAYASENA		Auto approved by: 91057606	
	Approved	06/01/26	DONALD ROSE		Auto approved by: 9105fola	
	Approved	06/01/26	SANDRA LEWIS		Auto approved by: 9105fola	
	Approved	06/01/26	STEVEN KRONINGER		Auto approved by: 9105fola	
	Approved	06/01/26	SAMANTHA COOLEY		Auto approved by: 9105fola	
	Approved	06/01/26	JAMES NEESE		Auto approved by: 9105fola	
	Approved	06/01/26	PATRICIA KENNEDY-JONES		Auto approved by: 9105fola	
	Approved	06/01/26	REBECCA CRUMPLER		Auto approved by: 9105fola	
	Approved	06/01/26	ANNE FOLEY			
	Approved	06/01/26	JOHN PAINE		Auto approved by: 9105fola	

Authorized By: _____ Date: _____
Signature

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: June 9, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to Vulcan Construction Materials LP for 500 tons of delivered Limestone Type B base for Traffic Engineering laydown yard.

Amount of Contract:
$31,000.00

Funding Source
General fund.

ATTACHMENTS:
1. 20260602 Vulcan Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 9 June 2026 (Date) Item No. _____

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

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

Reviewed by: _____ (Executive Director)

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

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Vulcan Construction Materials LP

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Vulcan Construction Materials LP for 500 tons of delivered Limestone Type B base for Traffic Engineering laydown yard.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $31,000.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5943

How many bidders received bid packages (if applicable): 7 + web

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 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
13062	2026	(2060) TRAFFIC ENGINEERING	500 TONS OF DELIVERED LIMESTONE TYPE B BASE FOR TRAFFIC ENGINEERING LAYDOWN YARD (SEALED BID 5943))	$31,000.00	(228600) VULCAN CONSTRUCTION MATERIALS LP

Adopted:

_____
City Clerk

Bill To	Requisition 00013062-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
VULCAN CONSTRUCTION MATERIALS LP	ELECTRICAL
1767 COCHRANE BRIDGE CAUSEWAY	854 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36660	DLOVE@CITYOFMOBILE.ORG
Tel#251-583-9690	Delivery Reference
	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/01/26	228600				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER MY BID 5943 AND YOUR BID RESPONSE			
002	LIMESTONE TYPE B, DENSE GRADED BASE, (TO BE DELIVERED BY VENDOR). AS PER BID 5943 AND YOUR BID RESPONSE.	500.00 TON	62.00000	31000.00
	Vendor Item			
	Inventory Item/Loc 13589			
1	1000.40.20.3005.2060.3005.0000.0000.44020.			31000.00
	Ship To			
	ELECTRICAL			
	854 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	DIANNA LOVE			
	Deliver To			
	TRAFFIC ENGINEERING			
	852 GAYLE STREET			
	MOBILE, AL 36604			

Requisition Link

Requisition Total 31000.00

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

Bill To	Requisition 00013062-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
VULCAN CONSTRUCTION MATERIALS LP	ELECTRICAL
1767 COCHRANE BRIDGE CAUSEWAY	854 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36660	DLOVE@CITYOFMOBILE.ORG
Tel#251-583-9690	Delivery Reference DIANNA LOVE
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/01/26	228600				TRAFFIC ENGINEERING

Account		Amount	Remaining Budget
Account		Amount	Remaining Budget
1000.40.20.3005.2060.3005.0000.0000.44020.		31000.00	124670.33
TRAFFIC ENGINEERING EXP	OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
CCancelled	06/01/26	LAURIE WILLIAMS	Requisition item added changed
CCancelled	06/01/26	LAURIE WILLIAMS	Requisition item removed, GL A
Rejected	06/01/26	SANDRA LEWIS	item 13589 is needed
Approved	06/01/26	DONALD ROSE	Auto approved by: 910521222
Approved	06/01/26	LAURIE WILLIAMS	
Approved	06/01/26	SOPHIA YORK	Auto approved by: 910521222
Approved	06/01/26	JOHN PAINE	Auto approved by: 910521222

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5943
AGGREGATE

Line	Vendor	BID	LIMESTONE TYPE A DENSE GRADED BASE PICK UP BY CITY TRUCK	LIMESTONE TYPE A DENSE GRADED BASE DELIVERED TO A DESIGNATED LOCATION	LIMESTONE TYPE B GRADED BASE PICK UP BY CITY TRUCK	LIMESTONE TYPE B GRADED BASE DELIVERED TO A DESIGNATED LOCATION
1	MARTIN MARIETTA	YES	$ 54.00	$ 63.00	$ 54.00	$ 63.00
2	VULCAN CONSTRUCTION MATERIALS	YES	$ 50.00	$ 62.00	$ 50.00	$ 62.00

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

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

Typed by: lw Buyer: 005

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
04/03/2025	5943	Public Works	To Be Picked Up

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, April 11, 2025

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
	AGGREGATE The City of Mobile is requesting bids for Aggregate.					
APPX 1-30,000	LIMESTONE, TYPE A, DENSE GRADED BASE (PICK-UP BY CITY TRUCK) $_____/TON					
	LIMESTON, TYPE A, DENSE GRADED BASE (TO BE DELIVERED TO NEEDED LOCATION) $_____/TON					
APPX 0-10,000	LIMESTONE, TYPE B, GRADED BASE (PICK-UP BY CITY TRUCK) $_____/TON					
	LIMESTON, TYPE B, DENSE GRADED BASE (TO BE DELIVERED TO NEEDED LOCATION) $_____/TON					
TONS	Prices quoted on this bid are to be held firm for 1 YEAR from bid award.					
	Page 1 of 3		TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

State delivery time within_____ days of receipt of P.O.

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. IF a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

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

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

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	At the option of the successful bidder and the City of Mobile, the prices may be extended for a THREE (3) more YEAR period. STATE ALL PRICING ON THIS SHEET. State any special conditions or ordering instructions. Material must be available within five (5) working days ARO. Please remember to sign this original bid sheet. **Vendor must have local availability within the County of Mobile for city trucks to pick up aggregate where stated.** No bid bond is required. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/** If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Page 2 of 3					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	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.					
	Be sure to sign and return this page including the terms and conditions on the reverse of page 1.					
	THE CITY OF MOBILE DOES NOT ACCEPT VENDOR'S TERMS AND CONDITIONS.					
	Please Note: In an effort to update our bid files, vendor(s) who fail to bid may be removed from bid list.					
	City of Mobile Business License Required for Delivery within the City Limits.					
	See Item 14 on Reverse of Page 1.					
	If you have any questions, please contact the Purchasing Department at purchasing@cityofmobile.org.					
	CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during a uthorized 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.					
	Page 3 of 3					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

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: June 9, 2026

Submitted by:
John Forrester, City Engineer

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
Road Improvement

Amount of Contract:
$220,000.00

Funding Source
C0992

ATTACHMENTS:
1. Resolution from Project #C0992 CIP Carlisle Ditch Repairs to Project #C1028 N. McGregor Reconstruction Roundabout to Springhill Ave 6.1.2026

REVIEWERS:
Lashey Williams
John Forrester
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 $220,000.00 in Capital Project #C0992 CIP Carlisle Ditch Drainage Repairs (Capital Improvement Fund 2000) be reallocated to Capital Project #C1028 N. McGregor Reconstruction Roundabout to Springhill Ave (D7) (Capital Improvement Fund 2000); said funds shall be used for road improvement.

ADOPTED:

_____

CITY CLERK

BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Engineering DEPT. 3005

DATE OF REQUEST: 5/22/2026

BUDGET TRANSFER: ☑ (from one project to another)

DISTRICT#: Select Item.

REQUEST: Please transfer $ 220,000

FROM CAPITAL PROJECT#: C0992

CAPITAL PROJECT NAME: CIP Carlisle Ditch Drainage Repairs

DEPT. PROJECT#: _____

TO CAPITAL PROJECT#: C1028

PROJECT NAME: N. McGregor Recon Roundabout-Springhill

DEPT. PROJECT#: 2025-3005-20

Employee signature

Approval signature

Created by B. Rhodes 3/15/2022

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: June 9, 2026

Submitted by:
John Forrester, City Engineer

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
Road Improvement

Amount of Contract:
$106,000.000

Funding Source
CON05

ATTACHMENTS:
1. Resolution from Capital Project #CON05 CIP District 5 Contingency to N. McGregor Reconstruction Roundabout to Springhill Ave 6.1.2026

REVIEWERS:
Lashey Williams
John Forrester
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 $106,000.00 in Capital Project # CON05 CIP District 5 Contingency Project (Capital Improvement Fund 2000) be reallocated to Capital Project #C1028 N. McGregor Reconstruction Roundabout to Springhill Ave (D7) (Capital Improvement Fund 2000); said funds shall be used for road improvement.

ADOPTED:

_____

CITY CLERK

BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Engineering DEPT. 2005

DATE OF REQUEST: 5/22/2026

BUDGET TRANSFER: ☑ (from one project to another)

DISTRICT#: Select Item.

REQUEST: Please transfer $ 106,000.00

FROM CAPITAL PROJECT#: C0105

CAPITAL PROJECT NAME: CIP District 5 Contingency Project

DEPT. PROJECT#: _____

TO CAPITAL PROJECT#: C1028

PROJECT NAME: N. McGregor Recon Roundabout-Springhill

DEPT. PROJECT#: 2025-3005-20

Lasney Williams
Employee signature

Approval signature

Created by B. Rhodes 3/15/2022

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: June 9, 2026

Submitted by:
John Forrester, City Engineer

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
Road Improvement

Amount of Contract:
$45,235.44

Funding Source
CON07

ATTACHMENTS:
1. Resolution from Capital Project #CON07 CIP District 7 Contingency to N. McGregor Reconstruction Roundabout to Springhill Ave 6.2.2026

REVIEWERS:
Lashey Williams
John Forrester
Brenda Rhodes
Cherlina Monteiro
James Barber

Contingency R E S O L U T I O N

Sponsored by: Mayor Spiro Cheriogotis

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $45,235.44 in Capital Project #CON07 CIP District 7 Contingency Project (Capital Improvement Fund 2000) be reallocated to Capital Project C1028 N. McGregor Reconstruction Roundabout to Springhill Ave (D7) (Capital Improvement Fund 2000); said funds shall be used for road improvement.

ADOPTED:

_____

CITY CLERK

BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Engineering DEPT. 3005

DATE OF REQUEST: 6/2/2026

BUDGET TRANSFER: ☑ (from one project to another)

DISTRICT#: Select Item.

REQUEST: Please transfer $ 45,235.44

FROM CAPITAL PROJECT#: CON07

CAPITAL PROJECT NAME: CIP District 7 contingency Project

DEPT. PROJECT#: _____

TO CAPITAL PROJECT#: C1028

PROJECT NAME: N. McGregor Recon Roundabt - Springhill

DEPT. PROJECT#: 2025-3005-20

Lashery Williams
Employee signature

Approval signature

Created by B. Rhodes 3/15/2022

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: June 9, 2026

Submitted by:
John Forrester, City Engineer

Sponsored by:
Samantha Ingram, Councilmember, District 2
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
Approve change order no 1 with Volker, Inc. for additional engineering services.

Amount of Contract:
increase $360,188.17; revised contract $640,351.71

Funding Source
C1026

ATTACHMENTS:
1. 2025-3005-19 Downtown Street Optimization CEI (Resurfacing & Restriping) (Volkert Inc.) change order no 1

REVIEWERS:
Jessica White
John Forrester
Brenda Rhodes
Cherlina Monteiro
James Barber

CONTRACT CHANGE REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Engineering DEPT. 3005

DATE OF REQUEST: 6/1/26

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

VENDOR NAME: Volkert, Inc.

DISTRICT#: Select Item. #2

DEPT. PROJECT#: 2025-3005-19

REQUEST: Please Add Select option. $360,188.17 from Capital Project#/Title: #C1026/Downtown Street Optimization (Resurfacing & Restriping)

to contract# 5451

Total amount of Amendment: $360,188.17

Current contract amount: $280,163.54

Revised contract amount: $640,351.71

Comments: ADDITIONAL STREETS IN DOWNTOWN ADDED TO CONTRACT – NEEDS ADDITIONAL CEI. IMPROVEMENTS AROUND ARENA IDENTIFIED NEEDS PRIOR TO ARENA COMPLETION

Employee signature

Approval signature

Revised by B. Rhodes 1/6/2026

AMENDMENT RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis

WHEREAS, the City entered into a contract dated August 5, 2025, with Volkert, Inc. for engineering construction inspection services on the project known as Downtown Street Optimization (Resurfacing & Restriping), City of Mobile Project No. 2025-3005-19; and

WHEREAS, the Contract amount for the engineering construction inspection services was based on fee negotiations for the original scope of services between the City of Mobile and Volkert, Inc; and whereas, the current original contract amount totals $280,163.54; and

WHEREAS, at the time the contract was entered into, it was estimated that engineering construction inspection services would be for the project duration of 150 calendar days; and

WHEREAS, during the bidding process, the project duration was extended to 150 working days, thereby requiring additional inspection services; and

WHEREAS, additional scope was added to the project thereby increasing the engineering design and engineering construction inspection services costs by $360,188.17, for a total of $640,351.71; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Council does hereby authorize the additional fee of $360,188.17, for a total of $640,351.71, to be paid to Volkert, Inc. for engineering services on the Downtown Street Optimization (Resurfacing & Restriping) Project.

Adopted:

_____

City Clerk

CONTRACT AMENDMENT

PROJECT NAME: **DOWNTOWN STREET OPTIMIZATION CEI (RESURFACING & RESTRIPING)**

PROJECT NO: **2025-3005-19**

CONTRACT RESOLUTION NO: **21-1033**

TERMS: You are hereby authorized, subject to the provisions of your contract for this project dated **August 5, 2025**, to provide additional Professional Engineering Services in the amount of **$360,188.17.**

ORIGINAL CONTRACT PRICE: **$ 280,163.54**

PROPOSED INCREASE: **$ 360,188.17**

REVISED CONTRACT PRICE: **$ 640,351.71**

City of Mobile

Spiro N. Cheriogotis, Mayor

Accepted by:

Regional Vice President

Harold Z Eubanks (Print)

CORPORATE SEAL

Attest:

City Clerk

(Print)

Attest:

Witness/Secretary

Jordan Stringfellow (Print)

City Engineer

John Forrester (Print)

05-18-2026

Date

JUSTIFICATION FOR CONTRACT AMENDMENT

PROJECT NAME: DOWNTOWN STREET OPTIMIZATION CEI (RESURFACING & RESTRIPING)

PROJECT NUMBER: 2025-3005-19

The attached amendment number 1 to contract with VOLKERT, INC.

dated August 5, 2025 is required because of the following:

_____ 1. Unusual and difficult circumstances which arose during the course of the execution of the contract which could not have been reasonably foreseen.

_____ 2. Where competitive bidding for the new work for new money will work to the serious detriment of the awarding authority.

_____ 3. Emergencies arising during the course of the work.

_____ 4. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, etc.

__X__ 5. See attached letter.

REMARKS: _____

Tammy Lambeth
ENGINEER OR CONSULTANT

City Engineer

Volkert, Inc.
739 N. University Blvd.
Suite 200
Mobile, Alabama 36608
(251) 342-1070
www.volkert.com

May 8, 2026

VIA E-Mail

Mr. John Forrester
City Engineer
City of Mobile
205 Government Street
Mobile, AL 36602

Project No. 2025-3005-19
Volkert Project No. 1203997
Downtown Street Optimization CEI (Resurfacing and Restriping)
City of Mobile, Mobile, Alabama

RE: Consultant Agreement – Amendment No. 1

Dear Mr. Forrester:

Attached please find Amendment No. 1 to the original Consultant Agreement, dated August 5, 2025, between the City of Mobile and Volkert, Inc. This amendment includes fees associated with an increase in contract time resulting in additional Construction Administration and Construction Engineering and Inspection (CEI) (Extended Construction DTSO) and fees related to an increase in contract time, additional design, and CEI scope for roadway improvements that were added to the project (Mobile Arena Roadway Improvements). Amendment No. 1 shall be governed by the terms set forth in the original agreement.

Project No.		Original Cost	Amendment No. 1	Amended Total
2025-3005-19	**Basic / Professional Services (Lump Sum)**			
	60% Design Submittal – Mobile Arena Roadway Improvements	-	$43,618.87	$43,618.87
	90% Design Submittal – Mobile Arena Roadway Improvements	-	$24,284.67	$24,284.67
	100% Design Submittal – Mobile Arena Roadway Improvements	-	$11,482.56	$11,482.56
	Bid Procurement – Mobile Arena Roadway Improvements	-	$5,350.35	$5,350.35
	Survey Services – Mobile Arena Roadway Improvements	-	$10,258.50	$10,258.50
	Geotechnical Services - Mobile Arena Roadway Improvements	-	$6,300.00	$6,300.00
	Landscape Coordination - Mobile Arena Roadway Improvements	-	$34,125.00	$34,125.00
	Special Services (Cost Plus)			
	Construction Administration	$33,833.31	$7,290.18	$41,123.49
	Construction Administration (Additional Services)	$5,000.00		
	Construction Administration – Mobile Arena Roadway Improvements	-	$6,379.24	$6,379.24

Project No.		Original Cost	Amendment No. 1	Amended Total
	Construction Engineering & Inspection	$207,450.23	$119,478.70	$320,931.42
	Construction Engineering & Inspection – Mobile Arena Roadway Improvements		$91,620.10	$91,620.10
	Construction Engineering & Inspection - Sub	$33,880.00	-	$33,880.00
	TOTAL:	**$280,163.54**	**$360,188.17**	**$640,351.71**

If you find the Amendment acceptable, please sign page 3 and return a copy to Volkert for our records. Please let me know should you have any questions.

Sincerely,
VOLKERT, INC.

Jordan Stringfellow, P.E.
Assistant Vice President

LRM/Attachments

CITY OF MOBILE, A Municipal Corporation

By: _____
Spiro Cheriogotis
Mayor

ATTEST:

By: _____
Its City Clerk

Print: _____

VOLKERT, INC.

By: _____

Print: _____

Its: _____

Address: _____

_____

Telephone: _____

STATE OF ALABAMA
CITY OF MOBILE

I, _____, a Notary Public in and for said State and County, hereby certify that _____, whose name as _____ of Volkert, 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 this day the same bears date.

Given under my hand and notarial seal on this the _____ day of _____, 2026.

_____
NOTARY PUBLIC

My Commission Expires: _____

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Excluded Services	6
Summary of Engineering Fee Proposal	7
Basic Services Man-Hour & Cost Estimate	8-14
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ATTACHMENTS

Conceptual Project Layout	ATTACHMENT A
Subconsultant Proposal (Wattier Surveying)	ATTACHMENT B
Subconsultant Proposal (Southern Earth Sciences)	ATTACHMENT C
Subconsultant Proposal (Goodwyn, Mills, & Cawood)	ATTACHMENT D

AMENDMENT NO. 1 SUMMARY

This amendment provides for additional Construction Administration and Construction Engineering and Inspection (CE&I) services resulting from an increase in the construction contract duration. During the bid process, an addendum was issued extending the contract time from 150 calendar days to 150 working days. Also, additional scope for resurfacing two additional streets (Franklin St. and Canal Street Service Rd.) were added to the project.

The increase in contract time requires additional CE&I and Construction Administration services to support project oversight, inspection, documentation, and coordination throughout the extended construction period. These additional services are identified as "Extended Construction DTSO".

This amendment also includes additional design and CE&I services related to roadway and streetscape improvements in the vicinity of the new Regions Arena. These services include a topographic survey; preparation of 60%, 90%, and 100% design plans; bid procurement support; and Construction Engineering and Inspection and Construction Administration. The added scope consists of new curb and gutter installation, sidewalk repairs and replacements, roadway resurfacing, median modifications to accommodate arena access, and median modifications to accommodate parking garage access. These improvements were not included in the original contract and require additional design development and construction-phase support. These additional services are identified as "Mobile Arena Roadway Improvements". A concept map of the understood scope is attached in Attachment A.

BASIC/PROFESSIONAL SERVICES (LUMP SUM)

Basic Services will include 60%, 90%, and 100% Design Submittal. An anticipated list of services with descriptions is provided below:

- Task 4 – 60% Design Submittal - Mobile Arena Roadway Improvements

  This task will involve the development of the 60% Design Submittal for the project which will include preparing demo sheets, typical sections and details, geometric sheets, plan and profile sheets, cross sections, drainage plan and details, striping and signage plans, traffic control plans, erosion control plans, and a preliminary cost estimate. Quality Assurance and Quality Control will consist of multiple reviews from design specialists and experienced construction inspection personnel. Review meetings will be conducted with the owner and project stakeholders upon milestone design completion targets.

- Task 5 – 90% Design Submittal - Mobile Arena Roadway Improvements

  This task will involve the development of the 90% Design Submittal for the project which will include updating all sheets from the 60% plans along with the addition of the quantity box sheets. This task will also include the development of the Engineering Report which outlines all

design decisions and calculations (if any). The construction project manual will be developed and submitted within this task detailing the contract documents and technical specifications. Quality Assurance and Quality Control will consist of multiple reviews from design specialists and experienced construction inspection personnel. Review meetings will be conducted with the owner and project stakeholders upon milestone design completion targets.

- Task 6 – 100% Design Submittal - Mobile Arena Roadway Improvements

  This task will involve the development of the 100% Design Submittal for the project which will include updating all sheets from the 90% plans for final seal and signature. The final construction cost estimate and construction project manual will be submitted with this task. Then these documents will be submitted to the City of Mobile for permitting if permits are needed (Land Disturbance and ROW permits). Quality Assurance and Quality Control will consist of multiple reviews from design specialists and experienced construction inspection personnel. Review meetings will be conducted with the owner and project stakeholders upon milestone design completion targets.

- Task 7 – Bid Procurement Services - Mobile Arena Roadway Improvements

  The Bid Phase of the project will provide for the services needed to obtain pricing for construction of the project from qualified contractors. Bid packets will be prepared in accordance with the current bid laws for the state of Alabama and an advertisement will be prepared and submitted to the owner. The Engineer of Record will conduct pre-bid meetings and bid opening meetings. All bids will be evaluated and reconciled based on the contract requirements and the owner will be provided with a certified bid tabulation.

- Task 8 – Survey Services - Wattier Surveying – Mobile Arena Roadway Improvements

  This task will include Wattier Surveying providing survey services for the project. Wattier Surveying's subconsultant proposal is attached in Attachment B and provides a detailed description of the work included in this task.

- Task 9 – Geotechnical Services -Southern Earth Sciences – Mobile Arena Roadway Improvements

  This task will include Southern Earth Sciences providing geotechnical services for the project. Southern Earth Science's subconsultant proposal is attached in Attachment C and provides a detailed description of the work included in this task.

- Task 10 – Landscape Coordination Services – Goodwyn, Mills, & Cawood – Mobile Arena Roadway Improvements

  This task will include Goodwyn, Mills, & Cawood providing landscape coordination services for the project to ensure that the constructed improvements match the landscape architecture themes of the new Mobile Arena. Goodwyn, Mills, and Cawood's subconsultant proposal is attached in Attachment D and provides a detailed description of the work included in this task.

A summary of the lump sum fee to complete the tasks described above is provided on page 7. Estimated man-hours used to develop the lump sum fee are included on pages 8-11 and 15-18.

SPECIAL SERVICES (COST PLUS)

Special Services will include Construction Administration and Construction Engineering and Inspection Services. An anticipated list of services with descriptions is provided below:

- Tasks 1A & 1B - Construction Administration – Extended Construction DTSO and Mobile Arena Roadway Improvements

  Construction Administration includes efforts by the Engineer of Record to review shop drawings and materials submittals, respond to requests for information from the Contractor, review monthly contractor pay estimates, attend preconstruction meeting, periodic site visits, and the final inspection, and prepare record drawings.

- Tasks 2A & 2B - Construction Engineering & Inspection – Extended Construction DTSO and Civic Center Drive and Mobile Arena Roadway Improvements

  CE&I services will provide for the services needed to ensure the project is constructed in compliance with the construction plans and specifications. Inspectors will be on site during all aspects of the work and will provide daily inspection reports of all contractor activities. The inspection personnel will track and quantify the installation of all required work items and will provide a summarized pay application at the end of each month. The CE&I project manager will prepare and conduct weekly construction status meetings with the Owner, Engineer of Record, Prime Contractor, and project stakeholders to inform all parties involved of the project status. Man-hour estimates for the scope of the Mobile Arena Roadway Improvements project assume a project schedule of 60 working days. In the event the assumed project schedule is extended beyond 60 working days, Volkert reserves the right to submit a fee amendment to accommodate the additional working days.

******Refer to Man-hour Estimates for itemized list of anticipated scope for each of the services listed******

ANTICIPATED SCHEDULE

Submit 60% Design Submittal	7 Weeks from NTP
Submit 90% Design Submittal	3 Weeks after receiving 60% review comments
Submit 100% Design Submittal	2 Weeks after receiving 90% review comments

EXCLUDED SERVICES

Any service not specifically mentioned or described within this document is considered excluded from the scope of services related to this task order. Excluded services will not be performed under this task order but may be added at the request of the Owner in the form of an amendment or a separate task order.

The following are not included in the scope of this proposal:

a) This proposal does not include any environmental inspection services.

b) This proposal does not include fees for any required permits or mitigation.

c) This proposal does not include any right-of-way documentation or acquisition services.

d) This proposal does not include any traffic study or assessment services.

e) This proposal does not include construction material testing services.

f) This proposal does not include drainage analysis services. Any drainage structures that are in need of replacement or relocation due to roadway improvements shall be replaced in-kind or adjusted based on City review and approval.

VOLKERT

AMENDMENT NO. 1
ENGINEERING FEE PROPOSAL

Project Number: 2025-3005-19
Project Description: Downtown Street Optimization CEI (Resurfacing and Restriping)
Client: City of Mobile
Location: Mobile, Alabama
Date: May 6, 2026

Volkert, Inc.
1110 Montlimar Dr. Suite 1050
Mobile, AL 36609

Proposal Prepared By:
Jordan Stringfellow, P.E.
Assistant Vice President

SUMMARY OF ENGINEERING FEE PROPOSAL DOWNTOWN STREET OPTIMIZATION CEI (RESURFACING AND RESTRIPING) AMENDMENT NO. 1		
BASIC / PROFESSIONAL SERVICES		
TASK	**SERVICE DESCRIPTION**	**TOTAL COST**
4	60% DESIGN SUBMITTAL - MOBILE ARENA ROADWAY IMPROVEMENTS	$43,618.87
5	90% DESIGN SUBMITTAL - MOBILE ARENA ROADWAY IMPROVEMENTS	$24,284.67
6	100% DESIGN SUBMITTAL - MOBILE ARENA ROADWAY IMPROVEMENTS	$11,482.56
7	BID PROCUREMENT SERVICES - MOBILE ARENA ROADWAY IMPROVEMENTS	$5,350.35
8	SURVEY SERVICES - WATTIER SURVEYING - MOBILE ARENA ROADWAY IMPROVEMENTS	$10,258.50
9	GEOTECHNICAL SERVICES - SOUTHERN EARTH SCIENCES - MOBILE ARENA ROADWAY IMPROVEMENTS	$6,300.00
10	LANDSCAPE COORDINATION SERVICES - GOODWYN, MILLS, & CAWOOD - MOBILE ARENA ROADWAY IMPROVEMENTS	$34,125.00
	TOTAL BASIC SERVICE COST - LUMP SUM	**$135,419.95**
SPECIAL SERVICES		
TASK	**SERVICE DESCRIPTION**	**TOTAL COST**
1A	CONSTRUCTION ADMINISTRATION - EXTENDED CONSTRUCTION DTSO	$7,290.18
1B	CONSTRUCTION ADMINISTRATION - MOBILE ARENA ROADWAY IMPROVEMENTS	$6,379.24
2A	CONSTRUCTION ENGINEERING & INSPECTION - EXTENDED CONSTRUCTION DTSO	$119,478.70
2B	CONSTRUCTION ENGINEERING & INSPECTION - MOBILE ARENA ROADWAY IMPROVEMENTS	$91,620.10
	TOTAL SPECIAL SERVICES COST - COST PLUS (NTE)	**$224,768.22**
	ORIGINAL CONTRACT COST	**$280,163.54**
	EXTENDED CONSTRUCTION DTSO COST	**$126,768.88**
	MOBILE ARENA ROADWAY IMPROVEMENTS COST	**$233,419.29**
	TOTAL ENGINEERING COST - AMENDMENT NO. 1	**$360,188.17**
	REVISED TOTAL CONTRACT COST (ORIGINAL + AMENDMENT NO. 1)	**$640,351.71**

PROJECT DESCRIPTION: Downtown Street Optimization CEI (Resurfacing and Restriping)

Task No.	MAN-HOUR ESTIMATE DOWNTOWN STREET OPTIMITZATION CEI (RESURFACING AND RESTRIPING) MOBILE ARENA ROADWAY IMPROVEMENTS						
4	60% DESIGN SUBMITTAL	Project Manager	Staff 2 Eng.	Staff 1 Eng.	Staff 2 QC Eng.	Draftsman	Admin.
4.1	Review Meetings with City of Mobile	4	4				
4.2	Site Inspection/Review	2	2				
4.3	Prepare Demolition Plan			4		4	
4.4	Prepare Drainage Demolition Plan		2	2		8	
4.5	Prepare Traffic Control Plan	1	2	4		8	
4.6	Prepare Construction Sequencing Plan	1	2	4		8	
4.7	Prepare Typical Sections & Project Details	2	12	16		8	
4.8	Prepare Hz Alignment (Geometric Data)		2	8		4	
4.9	Prepare Sidewalk and Curb Repair Plan Sheets		2	8		4	
4.10	Prepare Plan & Profile Sheets - U-turn	2	8	8		8	
4.11	Prepare Cross Sections - U-turn	2	8	8		8	
4.12	Prepare Standard Plan Sheets (Title Sheet, Legend, Notes, etc.)			4		4	
4.13	Prepare Striping & Signage Plans	1	4	8		8	
4.14	Prepare Drainage Plan & Details	1	8	16		8	
4.15	Prepare Erosion Control Plans	1	1	4		4	
4.16	Prepare Erosion Control Details		1	2		1	
4.17	Prepare Preliminary Cost Estimate	2	4	8			
4.18	Coordination with City of Mobile & Utility Companies	8	4				
4.19	Prepare Submittal (Plans, Reports, Checklists, Transmittal)	2	4	8			
4.20	QA/QC	8			16		8
	TOTAL MAN-HOURS	37	70	112	16	85	8

Task No.	PROPOSED FEE DOWNTOWN STREET OPTIMITZATION CEI (RESURFACING AND RESTRIPING) MOBILE ARENA ROADWAY IMPROVEMENTS				
4	60% DESIGN SUBMITTAL		Man-hour	Rate	Cost
	Labor Costs				
	Project Manager		37	$79.94	$2,957.78
	Staff 2 Engineer		70	$63.03	$4,412.10
	Staff 1 Engineer		112	$41.35	$4,631.20
	Staff 2 Quality Control Engineer		16	$63.03	$1,008.48
	Draftsmen		85	$28.15	$2,392.75
	Administration Assistant		8	$33.45	$267.60
				TOTAL DIRECT LABOR	**$15,669.91**
	Combined Overhead			140.92%	$22,082.04
				TOTAL DIRECT LABOR PLUS COMBINED OVERHEAD	**$37,751.95**
	Operating Margin			15.00%	$5,662.79
	FCCM (Direct Labor Only)			0.84%	**$131.63**
				TOTAL LABOR COSTS	**$43,546.37**
	Out of Pocket Costs				
	Travel Expenses	**Trips**	**Miles**	**Rate**	**Cost**
	(Mobile Office to Project Site 10 Miles One-Way)	5	20	$0.725	$72.50
				TOTAL OUT OF POCKET	**$72.50**
	TOTAL 60% DESIGN SUBMITTAL - MOBILE ARENA ROADWAY IMPROVEMENTS				**$43,618.87** LS

PROJECT DESCRIPTION: Downtown Street Optimization CEI (Resurfacing and Restriping)

Task No.	MAN-HOUR ESTIMATE DOWNTOWN STREET OPTIMITZATION CEI (RESURFACING AND RESTRIPING) MOBILE ARENA ROADWAY IMPROVEMENTS						
5	90% DESIGN SUBMITTAL	Project Manager	Staff 2 Eng.	Staff 1 Eng.	Staff 2 QC Eng.	Draftsman	Admin.
5.1	Review Meetings with City of Mobile	4	4				
5.2	Update Demolition Plan			2		2	
5.3	Update Drainage Demolition Plan			2		2	
5.4	Update Traffic Control Plan			2		2	
5.5	Update Construction Sequencing Plan		1	2		2	
5.6	Update Typical Sections & Project Details		1	4		2	
5.7	Update Hz Alignment (Geometric Data)		1	4		2	
5.8	Update Sidewalk and Curb Repair Plan Sheets		1	2		2	
5.9	Update Plan & Profile Sheets - U-turn		2	4		2	
5.10	Update Cross Sections - U-turn		2	4		2	
5.11	Update Standard Plan Sheets (Title Sheet, Legend, Notes, etc.)			4		2	
5.12	Update Striping & Signage Plans		1	4		2	
	Update Drainage Plan & Details	1	4	4			
5.13	Update Erosion Control Plans		1	2		2	
5.14	Update Erosion Control Details		1	2		2	
5.15	Prepare Summary of Quantities/Box Sheets	1	8	16			
5.16	Update Cost Estimate	1	2	6			
5.17	Prepare Engineering Report	1	4	8			
5.18	Prepare Contract Documents	1	1	4			4
5.19	Coordination with City of Mobile & Utility Companies	4	4				
5.20	Update Submittal (Plans, Contract Document, Reports, Checklists, Transmittal)	2	2	4			
5.21	QA/QC	4			4		8
	TOTAL MAN-HOURS	19	40	80	4	26	12

Task No.	PROPOSED FEE DOWNTOWN STREET OPTIMITZATION CEI (RESURFACING AND RESTRIPING) MOBILE ARENA ROADWAY IMPROVEMENTS				
5	90% DESIGN SUBMITTAL		Man-hour	Rate	Cost
	Labor Costs				
	Project Manager		19	$79.94	$1,518.86
	Staff 2 Engineer		40	$63.03	$2,521.20
	Staff 1 Engineer		80	$41.35	$3,308.00
	Staff 2 Quality Control Engineer		4	$63.03	$252.12
	Draftsmen		26	$28.15	$731.90
	Administration Assistant		12	$33.45	$401.40
				TOTAL DIRECT LABOR	**$8,733.48**
	Combined Overhead			140.92%	$12,307.22
				TOTAL DIRECT LABOR PLUS COMBINED OVERHEAD	**$21,040.70**
	Operating Margin			15.00%	$3,156.11
	FCCM (Direct Labor Only)			0.84%	**$73.36**
				TOTAL LABOR COSTS	**$24,270.17**
	Out of Pocket Costs				
	Travel Expenses	**Trips**	**Miles**	**Rate**	**Cost**
	(Mobile Office to Project Site 10 Miles One-Way)	1	20	$0.725	$14.50
				TOTAL OUT OF POCKET	**$14.50**
	TOTAL 90% DESIGN SUBMITTAL - MOBILE ARENA ROADWAY IMPROVEMENTS				**$24,284.67** LS

PROJECT DESCRIPTION: Downtown Street Optimization CEI (Resurfacing and Restriping)

Task No.	MAN-HOUR ESTIMATE DOWNTOWN STREET OPTIMITZATION CEI (RESURFACING AND RESTRIPING) MOBILE ARENA ROADWAY IMPROVEMENTS						
6	100% DESIGN SUBMITTAL	Project Manager	Staff 2 Eng.	Staff 1 Eng.	Staff 2 QC Eng.	Draftsman	Admin.
6.1	Review Meetings with City of Mobile	4	4				
6.2	Update Demolition Plan					2	
6.3	Update Drainage Demolition Plan					2	
6.4	Update Traffic Control Plan					2	
6.5	Update Construction Sequencing Plan			1			
6.6	Update Typical Sections & Project Details			1			
6.7	Update Hz Alignment (Geometric Data)			1			
6.8	Update Sidewalk and Curb Repair Plan Sheets					1	
6.9	Update Plan & Profile Sheets - U-turn			2			
6.10	Update Cross Sections - U-turn			2			
6.11	Update Standard Plan Sheets (Title Sheet, Legend, Notes, etc.)					2	
6.12	Update Striping & Signage Plans			2			
6.13	Update Drainage Plan & Details			2			
6.14	Update Erosion Control Plans			2			
6.15	Update Erosion Control Details			2			
6.16	Update Summary of Quantities/Box Sheets			4			
6.17	Update Cost Estimate		1	4			
6.18	Prepare Land Disturbance Permit		4	20			
6.19	Prepare CBMPP andn ADEM NOI		1	8			
6.20	Coordination with City of Mobile & Utility Companies	2					
6.21	Update Submittal (Engineering Report, Plans, Contract Document, Reports, Checklists, Transmittal)	2	2	2			
6.22	QA/QC	2			2		
	TOTAL MAN-HOURS	10	12	53	2	9	0

Task No.	PROPOSED FEE DOWNTOWN STREET OPTIMITZATION CEI (RESURFACING AND RESTRIPING) MOBILE ARENA ROADWAY IMPROVEMENTS				
5	100% DESIGN SUBMITTAL		Man-hour	Rate	Cost
	Labor Costs				
	Project Manager		10	$79.94	$799.40
	Staff 2 Engineer		12	$63.03	$756.36
	Staff 1 Engineer		53	$41.35	$2,191.55
	Staff 2 Quality Control Engineer		2	$63.03	$126.06
	Draftsmen		9	$28.15	$253.35
	Administration Assistant		0	$33.45	$0.00
				TOTAL DIRECT LABOR	**$4,126.72**
	Combined Overhead			140.92%	$5,815.37
				TOTAL DIRECT LABOR PLUS COMBINED OVERHEAD	**$9,942.09**
	Operating Margin			15.00%	$1,491.31
	FCCM (Direct Labor Only)			0.84%	**$34.66**
				TOTAL LABOR COSTS	**$11,468.06**
	Out of Pocket Costs				
	Travel Expenses	**Trips**	**Miles**	**Rate**	**Cost**
	(Mobile Office to Project Site 10 Miles One-Way)	1	20	$0.725	$14.50
				TOTAL OUT OF POCKET	**$14.50**
	TOTAL 100% DESIGN SUBMITTAL - MOBILE ARENA ROADWAY IMPROVEMENTS				**$11,482.56** LS

PROJECT DESCRIPTION: Downtown Street Optimization CEI (Resurfacing and Restriping)

Task No.	MAN-HOUR BID PHASE ESTIMATE DOWNTOWN STREET OPTIMIZATION CEI (RESURFACING AND RESTRIPING) MOBILE ARENA ROADWAY IMPROVEMENTS				
7	BID PHASE	Project Manager	Staff 2 Prof	Staff 1 Prof	Admin
7.1	Coordinate Project Advertisement		2		2
7.2	Prepare Bid Packets & Upload to Quest		2		1
7.3	Conduct Pre-Bid Meeting	3	3		
7.4	Prepare Resume of Pre-Bid Meeting	1	1		1
7.5	Address Questions & Issue Addendums	2	4		
7.6	Conduct Bid Opening	2	2		
7.7	Evaluate & Reconcile Bids	1	1	2	1
	TOTAL BID MAN-HOURS	9	15	2	5

Task No.	PROPOSED BID PHASE FEE DOWNTOWN STREET OPTIMIZATION CEI (RESURFACING AND RESTRIPING) MOBILE ARENA ROADWAY IMPROVEMENTS				
7	BID PHASE		Man-hour	Rate	Cost
	Labor Costs				
	Project Manager		9	$79.94	$719.46
	Staff 2 Professional		15	$63.03	$945.45
	Staff 1 Professional		2	$41.35	$82.70
	Administrative Assistant		5	$33.45	$167.25
				TOTAL DIRECT LABOR	**$1,914.86**
	Combined Overhead			140.92%	$2,698.42
				TOTAL DIRECT LABOR PLUS COMBINED OVERHEAD	**$4,613.28**
	Operating Margin			15.00%	$691.99
	FCCM (Direct Labor Only)			0.84%	$16.08
				TOTAL LABOR COSTS	**$5,321.35**
	Out of Pocket Costs				
	Travel Expenses (Mobile Office to Project Site) (10 Miles One-Way)	**Trips**	**Miles**	**Rate**	**Cost**
		2	20	$0.725	$29.00
				TOTAL OUT OF POCKET	**$29.00**
	TOTAL BID PHASE - MOBILE ARENA ROADWAY IMPROVEMENTS				**$5,350.35** LS

PROJECT DESCRIPTION: Downtown Street Optimization CEI (Resurfacing and Restriping)

WATTIER SURVEYING - SURVEY SERVICES FEE SUMMARY
MOBILE ARENA ROADWAY IMPROVEMENTS

Task No.	PROPOSED PROFESSIONAL SERVICES FEE MOBILE ARENA ROADWAY IMPROVEMENTS	
8	Survey Services - Wattier Surveying	
	TOTAL SURVEY SERVICES (WATTIER) FEE	$9,770.00
	VOLKERT MANAGEMENT FEE	$488.50
	TOTAL SURVEY SERVICES COST	**$10,258.50**

SOUTHERN EARTH SCIENCES - GEOTECHNICAL SERVICES FEE SUMMARY
MOBILE ARENA ROADWAY IMPROVEMENTS

Task No.	PROPOSED PROFESSIONAL SERVICES FEE MOBILE ARENA ROADWAY IMPROVEMENTS	
9	Geotechnical Services - Southern Earth Sciences	
	TOTAL GEOTECHNICAL SERVICES (SES) FEE	$6,000.00
	VOLKERT MANAGEMENT FEE	$300.00
	TOTAL GEOTECHNICAL SERVICES COST	**$6,300.00**

GOODWYN, MILLS, & CAWOOD (GMC) - LANDSCAPE COORDINATION SERVICES FEE SUMMARY
MOBILE ARENA ROADWAY IMPROVEMENTS

Task No.	PROPOSED PROFESSIONAL SERVICES FEE MOBILE ARENA ROADWAY IMPROVEMENTS	
10	Landscape Coordination Services - Goodwyn, Mills, & Cawood	
	TOTAL LANDSCAPE COORDINATION SERVICES (GMC) FEE	$32,500.00
	VOLKERT MANAGEMENT FEE	$1,625.00
	TOTAL LANDSCAPE COORDINATION SERVICES COST	**$34,125.00**

PROJECT DESCRIPTION: Downtown Street Optimization CEI (Resurfacing and Restriping)

Task No.	MAN-HOUR CONSTRUCTION ADMINISTRATION ESTIMATE DOWNTOWN STREET OPTIMIZATION CEI (RESURFACING AND RESTRIPING) EXTENDED CONSTRUCTION DTSO				
1A	CONSTRUCTION ADMINISTRATION PHASE	Project Manager	Staff 2 Prof	Staff 1 Prof	Admin
1A.1	Periodic Site Visits (4 Visits)	8	8	8	
1A.2	Prepare Site Visit Reports		3	1	
1A.3	Respond to RFIs	4	4	8	
	TOTAL CONSTRUCTION ADMIN. MAN-HOURS	12	15	17	0

Task No.	PROPOSED CONSTRUCTION ADMINISTRATION FEE DOWNTOWN STREET OPTIMIZATION CEI (RESURFACING AND RESTRIPING) EXTENDED CONSTRUCTION DTSO			
1A	CONSTRUCTION ADMINISTRATION PHASE	Man-hour	Rate	Cost
	Labor Costs			
	Project Manager	12	$79.94	$959.28
	Staff 2 Professional	15	$63.03	$945.45
	Staff 1 Professional	17	$41.35	$702.95
	Administrative Assistant	0	$33.45	$0.00
			TOTAL DIRECT LABOR	**$2,607.68**
	Combined Overhead		140.92%	$3,674.74
			TOTAL DIRECT LABOR PLUS COMBINED OVERHEAD	**$6,282.42**
	Operating Margin		15.0%	$942.36
	FCCM (Direct Labor Only)		0.84%	**$21.90**
			TOTAL LABOR COSTS	**$7,246.68**
	Out of Pocket Costs			
	Travel Expenses (Mobile Office to Project Site 10 Miles One-Way)	**Trips** / 3	**Miles** / 20	**Rate** / $0.725	**Cost** / $43.50
			TOTAL OUT OF POCKET	**$43.50**
	TOTAL CONSTRUCTION ADMINISTRATION PHASE -EXTENDED CONSTRUCTION DTSO			**$7,290.18** NTE

PROJECT DESCRIPTION: Downtown Street Optimization CEI (Resurfacing and Restriping)

Task No.	MAN-HOUR CONSTRUCTION ADMINISTRATION ESTIMATE DOWNTOWN STREET OPTIMIZATION CEI (RESURFACING AND RESTRIPING) MOBILE ARENA ROADWAY IMPROVEMENTS				
1B	CONSTRUCTION ADMINISTRATION PHASE	Project Manager	Staff 2 Prof	Staff 1 Prof	Admin
1B.1	Periodic Site Visits (4 Visits)	4	4	8	
1B.2	Prepare Site Visit Reports		3	1	
1B.3	Conduct Material Submittal Reviews			8	
1B.4	Review Pay Estimates	2		4	
1B.5	Respond to RFIs	2		8	
	TOTAL CONSTRUCTION ADMIN. MAN-HOURS	8	7	29	0

Task No.	PROPOSED CONSTRUCTION ADMINISTRATION FEE DOWNTOWN STREET OPTIMIZATION CEI (RESURFACING AND RESTRIPING) MOBILE ARENA ROADWAY IMPROVEMENTS				
1B	CONSTRUCTION ADMINISTRATION PHASE		Man-hour	Rate	Cost
	Labor Costs				
	Project Manager		8	$79.94	$639.52
	Staff 2 Professional		7	$63.03	$441.21
	Staff 1 Professional		29	$41.35	$1,199.15
	Administrative Assistant		0	$33.45	$0.00
				TOTAL DIRECT LABOR	**$2,279.88**
	Combined Overhead			140.92%	$3,212.81
				TOTAL DIRECT LABOR PLUS COMBINED OVERHEAD	**$5,492.69**
	Operating Margin			15.00%	$823.90
	FCCM (Direct Labor Only)			0.84%	**$19.15**
				TOTAL LABOR COSTS	**$6,335.74**
	Out of Pocket Costs				
	Travel Expenses (Mobile Office to Project Site 10 Miles One-Way)	**Trips**	**Miles**	**Rate**	**Cost**
		3	20	$0.725	$43.50
				TOTAL OUT OF POCKET	**$43.50**
	TOTAL CONSTRUCTION ADMINISTRATION PHASE - CIVIC CENTER DRIVE				**$6,379.24** NTE

Task No.	MAN-HOUR CONSTRUCTION ENGINEERING & INSPECTION (CE&I) ESTIMATE DOWNTOWN STREET OPTIMIZATION CEI (RESURFACING AND RESTRIPING) EXTENDED CONSTRUCTION DTSO				
2A	CE&I SERVICES - VOLKERT (Additional Days)	Constr. Proj. Mgr.	Senior Inspector	RPR II	Admin.
2A.1	Daily Inspection & Reporting	140	580	600	8
2A.2	Conduct Weekly Status Meetings & Prepare Meeting Minutes	4			10
2A.3	Prepare Pay Estimates				10
	TOTAL CE&I MAN-HOURS (VOLKERT)	144	580	600	18

Task No.	PROPOSED CONSTRUCTION ENGINEERING & INSPECTION (CE&I) FEE DOWNTOWN STREET OPTIMIZATION CEI (RESURFACING AND RESTRIPING) EXTENDED CONSTRUCTION DTSO				
2A	CE&I Services - VOLKERT		Man-hour	Rate	Cost
	Labor Costs				
	Construction Project Manager		144	$50.00	$7,200.00
	Senior Inspector		580	$36.00	$20,880.00
	Resident Inspector II		600	$32.00	$19,200.00
	Administrative Assistant		18	$33.45	$602.10
				TOTAL DIRECT LABOR	**$47,882.10**
	Combined Overhead			124.87%	$59,790.38
				TOTAL DIRECT LABOR PLUS COMBINED OVERHEAD	**$107,672.48**
	Operating Margin			10.00%	$10,767.25
	FCCM (Direct Labor Only)			0.686%	**$328.47**
				TOTAL LABOR COSTS	**$118,768.20**
	Out of Pocket Costs				
	Travel Expenses (Daphne Office to Project Site) (14 Miles One-Way)	**Trips**	**Miles**	**Rate**	**Cost**
		35	28	$0.725	$710.50
				TOTAL OUT OF POCKET	**$710.50**
	TOTAL CE&I SERVICES - VOLKERT - EXTENDED CONSTRUCTION DTSO				**$119,478.70** NTE

PROJECT DESCRIPTION: Downtown Street Optimization CEI (Resurfacing and Restriping)

Task No.	MAN-HOUR CONSTRUCTION ENGINEERING & INSPECTION (CE&I) ESTIMATE DOWNTOWN STREET OPTIMIZATION CEI (RESURFACING AND RESTRIPING) MOBILE ARENA ROADWAY IMPROVEMENTS				
2B	CE&I SERVICES - VOLKERT (Assumed 60 Working Days)	Constr. Proj. Mgr.	Senior Inspector	RPR 2	Admin. Asst.
2B.1	Conduct Pre-Construction Meeting	4	4		2
2B.2	Daily Inspection and Reporting	120	240	480	60
2B.3	Conduct Weekly Status Meetings & Prepare Meeting Minutes	24			
2B.4	Prepare Contractor's Pay Estimates	4	16		
2B.5	Conduct Final Inspection/Punch List	4	4		
2B.6	Prepare As-Builts	1	4		
2B.7	Prepare Project Closeout Documentation	4	8		16
	TOTAL CE&I MAN-HOURS (VOLKERT)	161	276	480	78

Task No.	PROPOSED CONSTRUCTION ENGINEERING & INSPECTION (CE&I) FEE DOWNTOWN STREET OPTIMIZATION CEI (RESURFACING AND RESTRIPING) MOBILE ARENA ROADWAY IMPROVEMENTS				
2B	CE&I Services - VOLKERT		Man-hour	Rate	Cost
	Labor Costs				
	Construction Project Manager		161	$50.00	$8,050.00
	Senior Inspector		276	$36.00	$9,936.00
	Resident Inspector II		480	$32.00	$15,360.00
	Administrative Assistant		78	$33.45	$2,609.10
				TOTAL DIRECT LABOR	**$35,955.10**
	Combined Overhead			124.87%	$44,897.13
				TOTAL DIRECT LABOR PLUS COMBINED OVERHEAD	**$80,852.23**
	Operating Margin			10.00%	$8,085.22
	FCCM (Direct Labor Only)			0.686%	**$246.65**
				TOTAL LABOR COSTS	**$89,184.10**
	Out of Pocket Costs				
	Travel Expenses (Daphne Office to Project Site) (14 Miles One-Way)	**Trips**	**Miles**	**Rate**	**Cost**
		120	28	$0.725	$2,436.00
				TOTAL OUT OF POCKET	**$2,436.00**
	TOTAL CE&I SERVICES - VOLKERT - MOBILE ARENA ROADWAY IMPROVEMENTS				**$91,620.10** NTE

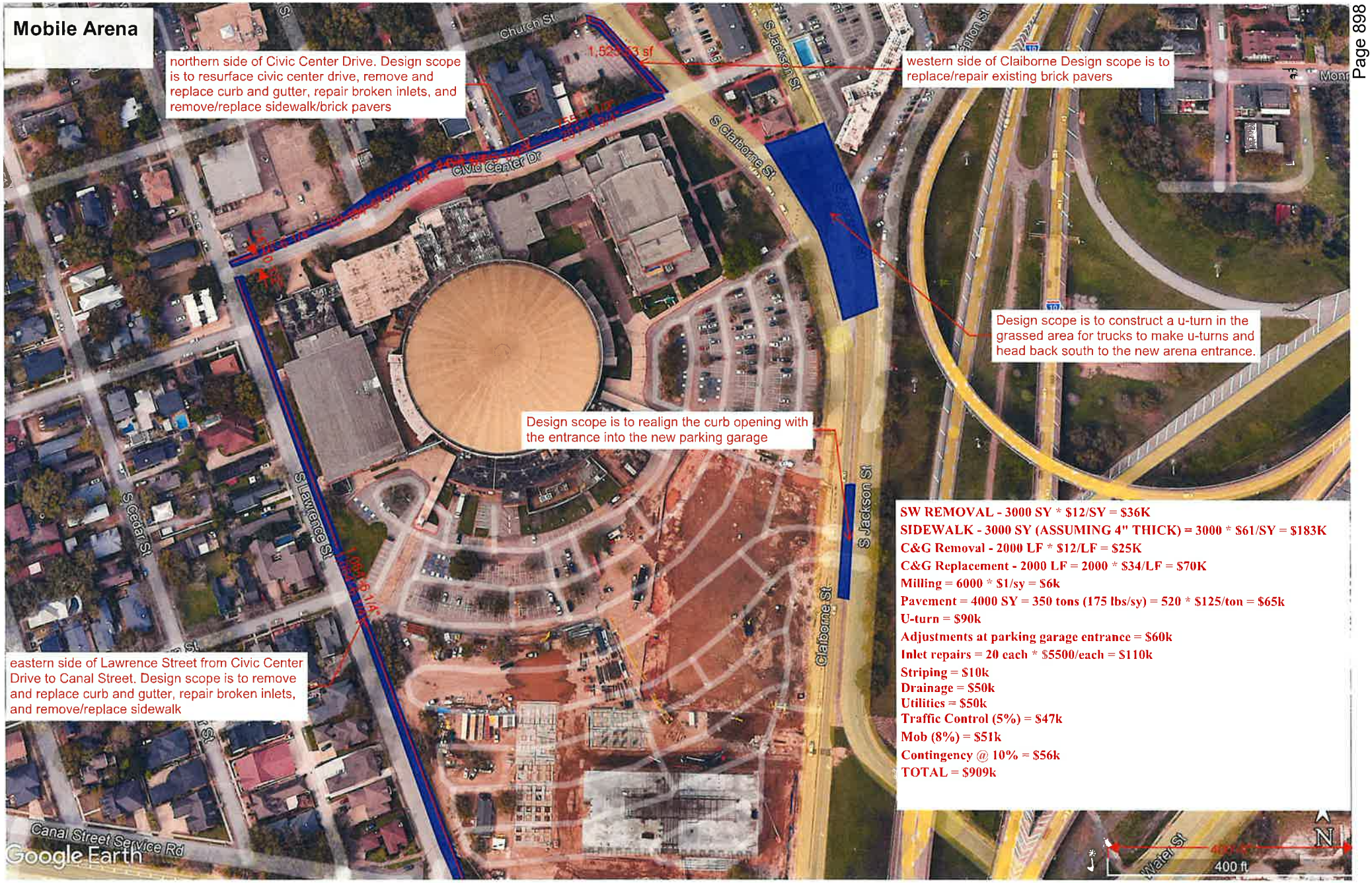
VOLKERT

ATTACHMENT A – CONCEPTUAL PROJECT SCOPE

Volkert Project Number: TBD
Project Description: Extended Construction DTSO and Mobile Arena Roadway Improvements
Client: City of Mobile
Date: May 6, 2026

Volkert, Inc.
739 N. University Blvd. Suite 200
Mobile, AL 36608

Proposal Prepared By:
Jordan Stringfellow, P.E.
Assistant Vice President

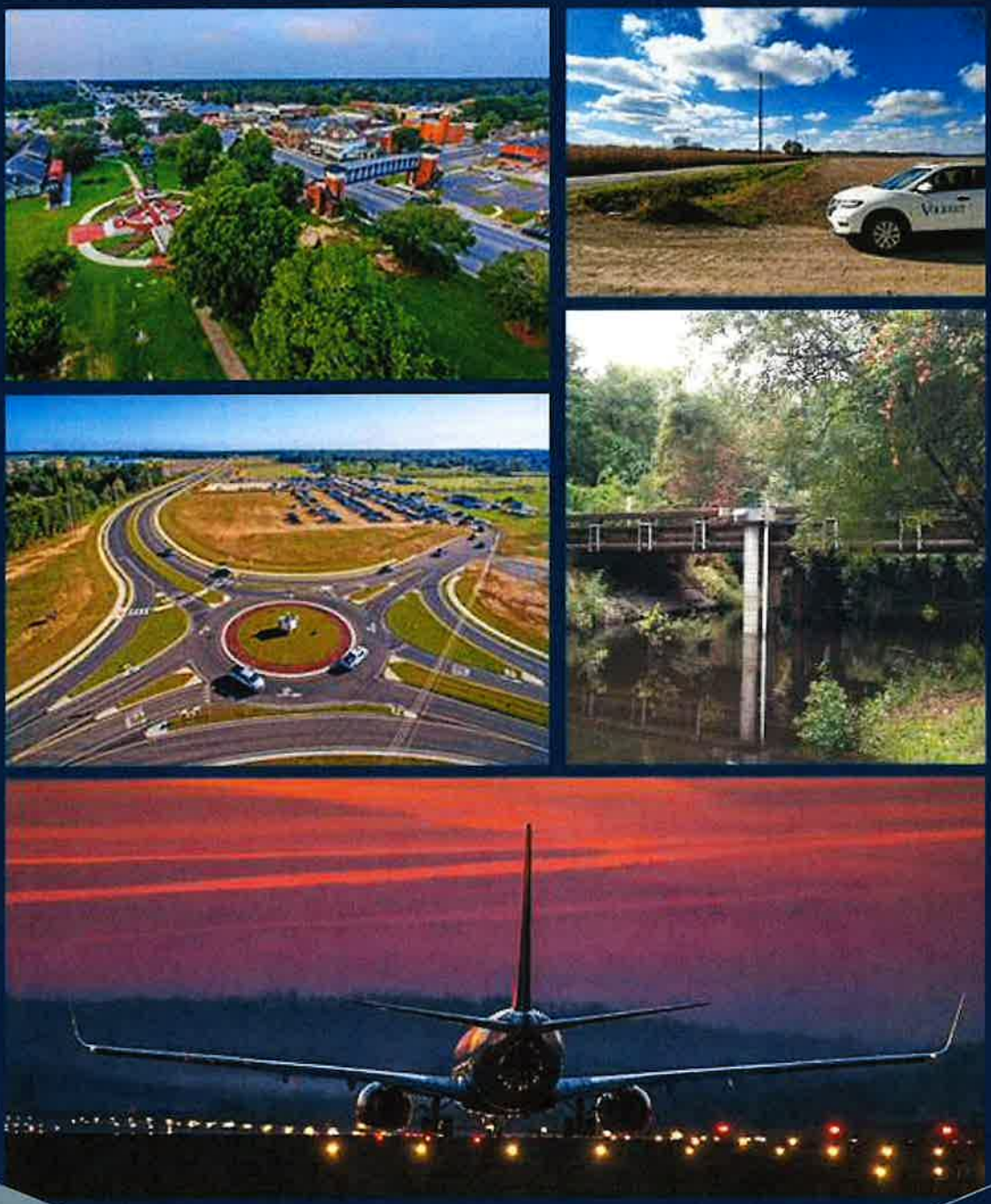


SW REMOVAL - 3000 SY * $12/SY = $36K
SIDEWALK - 3000 SY (ASSUMING 4" THICK) = 3000 * $61/SY = $183K
C&G Removal - 2000 LF * $12/LF = $25K
C&G Replacement - 2000 LF = 2000 * $34/LF = $70K
Milling = 6000 * $1/sy = $6k
Pavement = 4000 SY = 350 tons (175 lbs/sy) = 520 * $125/ton = $65k
U-turn = $90k
Adjustments at parking garage entrance = $60k
Inlet repairs = 20 each * $5500/each = $110k
Striping = $10k
Drainage = $50k
Utilities = $50k
Traffic Control (5%) = $47k
Mob (8%) = $51k
Contingency @ 10% = $56k
TOTAL = $909k

VOLKERT

ATTACHMENT B – SUBCONSULTANT PROPOSAL (WATTIER SURVEYING)

Volkert Project Number: TBD
Project Description: Extended Construction DTSO and Mobile Arena Roadway Improvements
Client: City of Mobile **Date:** May 6, 2026



Volkert, Inc.
739 N. University Blvd. Suite 200
Mobile, AL 36608

Proposal Prepared By:
Jordan Stringfellow, P.E.
Assistant Vice President

WATTIER SURVEYING, INC.

PROFESSIONAL LAND SURVEYORS

May 1, 2026

Luke Montalvo, PE
Volkert, Inc.
739 N. University Blvd., Suite 200
Mobile, AL 36608

Re: Mobile Civic Center Site – Isolated Topographic Surveys

Dear Luke

Thank you for the opportunity to provide a quotation for surveying services for the above-referenced property. We have reviewed the site and propose the following scope of work and fee.

Topographic Surveys: **$ 9,770**

Topographic Survey will be provided for the areas highlighted in purple on the attached aerial image. The Topographic Surveys will show all above-ground visible improvements including roadways, curbing, parking area, sidewalks, handicap ramps, fencing, utilities, storm drainage structures, sanitary sewer structures, trees, landscaping, 1-foot contour lines, spot elevations,etc.

The survey limits for the S. Lawrence Street and the Civic Center Drive segments will extend from the edge of pavement to the extents of the sidewalks. The survey limits for the northern S. Claiborne Street segment will extend from the east edge of pavement of S. Lawrence Steet eastward to the west edge of pavement of S. Jacson Street, and from the northern edge of sidewalk on the north side of Civic Center Drive southward to the location shown by the purple shading. The survey limits for the southern S. Claiborne Street segment will extend from the west edge of pavement of S. Jackson Street westward to the west right-of-way line of S. Claiborne Street.

The survey horizontal datum will be referenced to the State Plane Coordinate System, Alabama West Zone, NAD 83, US survey foot and the vertical datum will be referenced to NAVD88. Survey deliverables will include an AutoCad file with 3d triangulation for surface modeling and a project point list.

The completed survey will be delivered within 15 working days of notice proceed.

Sincerely
WATTIER SURVEYING, INC.

Mark A. Wattier

Mark A. Wattier, PLS

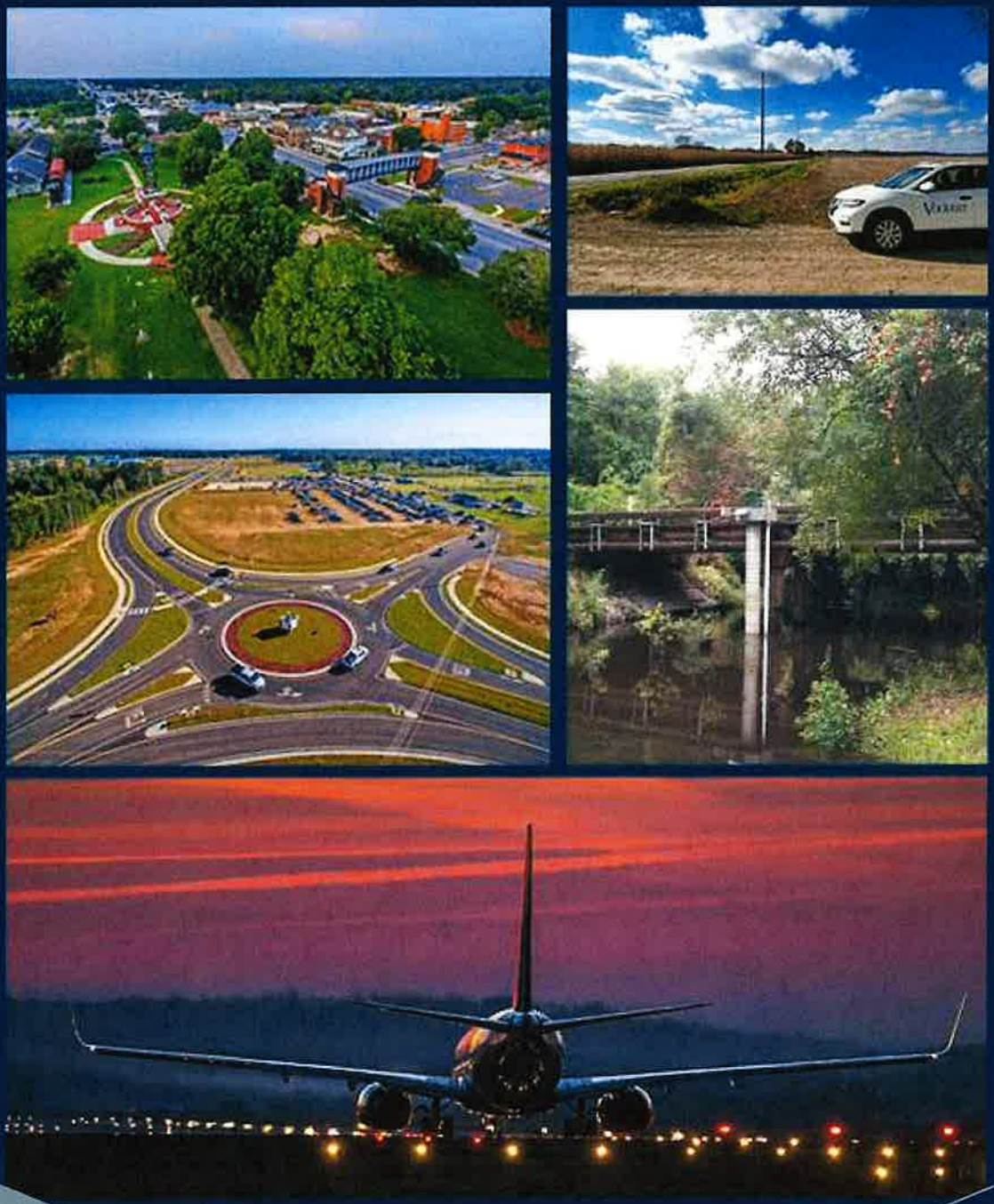
4318 Downtowner Loop North, Suite H; Mobile AL 36609
(251) 342-2640

Mobile Arena
northern side of Civic Center Drive. Design scope is to resurface civic center drive, remove and replace curb and gutter, repair broken inlets, and remove/replace sidewalk/brick pavers
Survey Needs (if not available already):
Curb and Gutter, Sidewalk/Brick Pavers, Light poles, power poles, other appurtenances in the sidewalk, inlets - pretty much a full survey from north edge of pavement to extents of sidewalk
western side of Claiborne Design scope is to replace/repair existing brick pavers
Survey Needs:
Curb and Gutter, Sidewalk/Brick Pavers, Light poles, power poles, other appurtenances in the sidewalk, inlets - pretty much a full survey from north edge of pavement to extents of sidewalk
Design scope is to construct a u-turn in the grassed area for trucks to make u-turns and head back south to the new arena entrance.
Survey Needs (if not available already):
curb & gutter, inlets, edges of pavement, light poles, signs, striping, trees
eastern side of Lawrence Street from Civic Center Drive to Canal Street. Design scope is to remove and replace curb and gutter, repair broken inlets, and remove/replace sidewalk
Survey Needs (if not available already):
Curb and Gutter, Sidewalk/ada ramps, Light poles, power poles, trees, other appurtenances in the sidewalk, inlets - pretty much a full survey from east edge of pavement to extents of sidewalk
Design scope is to realign the curb opening with the entrance into the new parking garage
Survey Needs (if not available already):
safety noses, curb & gutter, inlets, edge of pavement, location of new parking garage entrance
Church St
S Jackson St
S Claiborne St
Civic Center Dr
S Lawrence St
S Cedar St
Claiborne St
Canal Street Service Rd
Water St
400 ft
N
Google Earth

VOLKERT

ATTACHMENT C – SUBCONSULTANT PROPOSAL (SOUTHERN EARTH SCIENCES)

Volkert Project Number: TBD
Project Description: Extended Construction DTSO and Mobile Arena Roadway Improvements
Client: City of Mobile **Date:** May 6, 2026



Volkert, Inc.
739 N. University Blvd. Suite 200
Mobile, AL 36608

Proposal Prepared By:
Jordan Stringfellow, P.E.
Assistant Vice President

SOUTHERN EARTH SCIENCES
Geotechnical | Environmental | Materials Testing

MOBILE OFFICE
5460 Rangeline Road
Mobile, AL 36619

Tel: (251) 344-7711
Fax: (251) 443-9000
www.soearth.com

April 29, 2026

VOLKERT, INC.
739 N. University Blvd., Suite 200
Mobile, AL 36608

ATTENTION: Mr. Luke Montalvo, P.E.

SUBJECT: Geotechnical Services Proposal:
Mobile Arena - Proposed Roadway Improvements
S. Claiborne St. & S. Jackson St.
Mobile, AL
SES Proposal No: XM26-203

Dear Mr. Montalvo,

SOUTHERN EARTH SCIENCES, INC. (SES) appreciates the opportunity to provide this cost estimate to perform geotechnical services for the above referenced project. Outlined below is our proposed scope of work for the project along with our unit prices and estimated fees for performing the outlined services.

PROJECT INFORMATION

Based on our understanding of the provided information, the project will consist of a new truck turnaround area east of the new Mobile Arena that is currently under construction. The exact project area of the truck turnaround is unknown at this time but is expected to be located within the grassed area situated between S. Claiborne Street, S. Jackson St. and Monroe St. We understand the new turnaround area will service WB-63 trucks so they can make a U-turn and head south to turn into the new arena entrance. No detailed traffic, grading or topographic information was available at the writing of this proposal. For purposes of cost estimation, we have assumed the site to be readily accessible to conventional track or truck mounted drilling equipment.

SCOPE OF SERVICES

The proposed scope of work for Geotechnical Services consists of two (2) soil borings within the proposed truck turnaround pavement area. Soil borings are planned to extend to depths ranging from approximately 6 to 10 feet below existing grade.

For conventional test borings, standard penetration testing and sampling will be performed in accordance with ASTM D 1586 with continuous soil sampling intervals to the termination of the investigation. Sampled soils, obtained from the soil test borings, will be identified in the field by drilling personnel and transported to our laboratory for examination by an engineer. To confirm soil stratification and to determine general soil strength characteristics, laboratory classification and strength testing will be conducted. Once

laboratory testing is complete, SES will retain all soil samples for an additional 30 days unless otherwise specified.

The results of our field and laboratory investigations will be used to evaluate subsurface conditions and to make recommendations with regard to site preparation and pavement recommendations for the proposed truck turnaround pavement. Our report will be prepared and signed by a Registered Professional Engineer in the state of Alabama. Listed below is specific information to be included in our geotechnical report.

- Test Location Plan
- Soil Boring Logs
- Summary of Laboratory Data
- Discussion of General Site and Soil Conditions
- Site and Sub-Grade Preparation Recommendations
- Pavement Evaluation and Recommendations

UNDERGROUND UTILITY LOCATION

We understand that you are the point of contact for our work on the site. We will contact the local One-Call or 811 Utility Location Service to locate utilities at the subject site, but these services typically only locate utility lines along public right-of-ways. Private utilities must be located by the property owner or their representative. We cannot be held responsible for damage to utilities that are not clearly and accurately marked in the field.

Upon request, SES can scan the planned boring/sounding locations using Ground Penetrating Radar (GPR) prior to beginning the field investigation. This service would help identify and avoid damage to subterranean infrastructure that is not located by the One-Call Service (i.e., located on private property, owned by an entity that is not a member of the One-Call System or that is simply omitted or incorrectly located by One-Call personnel). Fees for GPR services in addition to the estimated fees outlined above can be provided upon request.

GEOTECHNICAL FEE AND SCHEDULE

Based on the scope of work outlined above, the total cost of the proposed scope of geotechnical services will be, for a lump sum fee of $6,000. Approximately one week from the time of authorization will be required to complete the field investigation. Laboratory testing and reporting will follow completion of the field activities by about two weeks.

Work beyond the defined scope of services, including additional meetings, consulting, design alternative reviews, or plan reviews, will be billed on a time and materials basis at the rates outlined in the attached cost breakdown. The pricing outlined in this proposal are valid for ninety (90) days from the date of

issuance. Construction phase services, such as inspection and materials testing can been provided as a separate cost estimate upon request.

SELECTION

The Alabama State Board of Registration of Professional Engineers and Land Surveyors prohibits the bidding of professional services and can take disciplinary action against licensed professionals who knowingly participate in bidding of professional services. As such we have assumed that you are not seeking prices from multiple firms concurrently and that the decision to engage SES will be made based on our experience in the area, our reputation, qualifications and ability to complete the work in a timely and professional manner. If the decision to engage SES will be based entirely on cost, please disregard this proposal and consider SES unable to respond due to violation of professional ethics standards of said Board.

Attached are our Terms & Conditions, and these Terms & Conditions should be considered an integral part of our proposal. Please execute the attached Work Authorization Sheet and return a copy to us, as your signature will formally authorize us to proceed with the discussed scope of work and aid us in invoicing.

We appreciate the opportunity to submit this cost estimate and look forward to the prospect of working with you. If you have any questions, please call.

Sincerely,

SOUTHERN EARTH SCIENCES, INC.

Curran Nicholas, P.E.
Project Manager

CN/km
Attachments

SOUTHERN EARTH SCIENCES

Mobile Arena - Proposed Truck Turnaround

XM26-203

ALABAMA

CORPORATE OFFICE
P.O. Box 160745
Mobile, AL 36616
Ph: 251-445-4354
Fax: 251-345-9453

MOBILE OFFICE
5460 Rangeline Road
Mobile, AL 36619
Ph: 251-344-7711
Fax: 251-443-9000

MONTGOMERY OFFICE
1414 I-85 Parkway
Montgomery, AL 36106
Ph: 344-260-6227
Fax: 334-260-6229

SUMMERDALE OFFICE
105 Highway 59 N
Summerdale, AL 36580
Ph: 251-989-7726
Fax: 251-989-6722

FLORIDA

DESTIN OFFICE
625 Valparaiso Parkway
Unit 706
Valparaiso, FL 32580
Ph: 850-837-9966

PANAMA CITY OFFICE
7500 McElvey Road, Ste. A
Panama City Beach, FL 32408
Ph: 850-769-4773

PENSACOLA OFFICE
707 E. Cervantes St
Ste. B, #198
Pensacola, FL 32501
Ph: 850-775-3283

TALLAHASSEE OFFICE
1246 Timberlane Road
Tallahassee, FL 32312
Ph: 850-576-4652

TAMPA OFFICE
13919 Carrollwood Village Run
Ste. 3
Tampa, FL 33618
Ph: 813-252-0845

LOUISIANA

BATON ROUGE OFFICE
11638 Sun Belt Court
Baton Rouge, LA 70809
Ph: 225-751-1727
Ph: 225-356-4355
Fax: 225-752-1467

MANDEVILLE OFFICE
1933 Surgi Drive, Ste. A
Mandeville, LA 70448
Ph/Fax: 985-626-1314

NEW ORLEANS OFFICE
725 South Genois Street
New Orleans, LA 70119
Ph: 504-486-5595
Fax: 504-486-5598

MISSISSIPPI

LONG BEACH OFFICE
626-D West Railroad Street
Long Beach, MS 39560
Ph: 228-868-6618

SES SOUTHERN EARTH SCIENCES

WORK AUTHORIZATION SHEET

Billing Name	**VOLKERT, INC.**				
Address	739 N. University Blvd., Suite 200				
City	Mobile	***State***	AL	***Zip***	36608
Phone	251-404-5900	***Fax***		***Cell***	
email	luke.montalvo@volkert.com				
Project Name	Mobile Arena – Proposed Roadway Improvements				
Project Location	Mobile, AL			***Proposal Number***	XM26-203
Contact	Mr. Luke Montalvo				
Additional Reports					
Address					
City		***State***		***Zip***	
Phone		***Fax***		***Cell***	
email					

Attached are our Terms & Conditions, which should be considered to be an integral part of our proposal. In order to authorize us to proceed with our services, please execute this document by signing below and return a copy to us.

Prepared by:

Curran Nicholas — April 29, 2026 — Curran Nicholas P.E.

For Southern Earth Sciences, Inc. | *Date* | *Print or Type Name of Representative*

Authorized by:

_____ _____ _____

Signature of Client Representative | *Date* | *Print or Type Name of Representative*

SOUTHERN EARTH SCIENCES
Geotechnical | Environmental | Materials Testing

TERMS AND CONDITIONS

Project:	Mobile Arena – Proposed Roadway Improvements
Client:	VOLKERT, INC.
Proposal No.:	XM26-203

Section 1 - RIGHT OF ENTRY

1.1 The client will provide right of entry for Southern Earth Sciences, Inc. (SES) and SES's subcontractors, and all necessary equipment in order to complete the work.

1.2 While SES will take reasonable precautions to minimize any damage to the property, the client must understand that in the normal course of work some damages may occur, the correction of which is not part of this agreement.

Section 2 - UTILITIES

2.1 In the execution of this work, SES will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The owner agrees to hold SES harmless for any damages to subterranean structures, which are not called to our attention and correctly shown on the plans furnished. Client is responsible for identifying, on-ground marking, reflecting on plans and specifications, and otherwise informing SES of the location of all utilities and other subterranean or hidden structures and obstacles.

Section 3 - SAMPLES

3.1 Test specimens will be disposed of immediately upon completion of tests. Drilling samples will be disposed of thirty (30) days after submission of our report. Upon written request, we will retain test specimens or drilling samples for a mutually accepted storage charge.

Section 4 - INVOICES

4.1 The outlined scope of services will be accomplished in a timely, skillful, and professional manner by employees and subcontractors of SES, at the fees quoted. If during the execution of the work we are required to stop operations as a result of changes in the scope of work, such as requests by the owner or requirements of third parties, additional charges will be applicable.

4.2 SES will submit monthly invoices to the client and a final bill upon the completion of services.

4.3 Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. The client agrees to pay a finance charge of one and a half (1 1/2) percent per month, or the maximum rate allowed by law, on past due accounts, plus reasonable attorney's fees, and expenses of collection.

Section 5 - OWNERSHIP OF DOCUMENTS

5.1 All reports, borings logs, field notes, laboratory test data, calculations, estimates, and other documents prepared by SES, as instruments of service, shall remain property of SES. These documents will be held to be confidential and will not be available to any other entity unless express consent is obtained from the client.

5.2 The client agrees that all reports and other work furnished to the client and his agents, which are not paid for, will be returned upon demand, and will not be used by the client for any purpose whatsoever.

5.3 SES will retain all pertinent records relating to the services performed for a period of five (5) years following the submission of the report, during which period the records will be made available to the client at all reasonable times.

Section 6 - DISPUTES

6.1 In an effort to resolve any conflicts that arise during the design or construction of the project, the Client and SES agree that all disputes between them arising out of or relating to this Agreement shall be submitted for mediation, unless the parties mutually agree otherwise.

6.2 In the event that a dispute should arise relating to performance of services provided under this agreement, and should that dispute result in litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, including staff time, court costs, attorney's fees, and other claim-related expenses.

Section 7 - STANDARD OF CARE

7.1 Services performed by SES under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by professionals currently practicing under similar conditions. No other warranty, expressed or implied, is made. Further, SES does not make nor imply any warranty of fitness for a particular purpose be entering into this agreement with client.

7.2 Field tests and boring locations described in our report or shown on our sketches are based on specific information furnished to us by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report.

7.3 The client recognizes that conditions may vary from those encountered at the locations, where borings, sampling, surveys, or explorations are made by SES, and that the data, interpretations, and recommendations of SES are based solely on the information available to us. SES will be responsible for the data, interpretations, and recommendations, but shall not be responsible for the interpretations by others of the information developed.

7.4 When requested by the client, SES will adhere by guidelines, specifications, plans, drawings, and the like which are provided to SES by the client; however, SES shall not be responsible for any damages to person (including death) or property, real or personal, due to any adverse outcome which results from the adherence to the plans, guidelines, specifications, drawings, and the like.

Section 8 - RISK ALLOCATION

8.1 There are a variety of risks which potentially affect SES by virtue of entering into an agreement to perform professional services on the client's behalf. One of these risks stems from SES's potential for human error. For additional consideration of $10.00, receipt of which is hereby acknowledged, the client agrees that SES's liability, and that of its officers, directors, employees, agents, and subcontractors, to client or any third-party due to any negligent professional acts, errors or omissions or breach of contract by SES or any of its officers, directors, employees, agents, or subcontractors, will be limited to the aggregate of $50,000.00 or SES's total charges, whichever is greater. If client prefers to have higher limits of professional liability (not breach of contract) SES agrees to increase the aggregate limit to a maximum of $1,000,000.00 upon client's written request at the time of accepting our proposal, providing that client agrees to pay an additional consideration of ten (10) percent of SES's total charges, or $500.00, whichever is greater. The additional charge for the higher liability limit is because of the greater risk assumed by SES and is not a charge for additional professional liability insurance. This limitation shall not apply to the extent prohibited by law. In no event, however, shall the liability of SES exceed the amount of its applicable insurance coverage for the type of claim involved.

8.2 Limitations of liability and indemnities in this agreement are business understandings between the parties and shall apply to all different theories of recovery, including breach of contract or warranty, tort including negligence, strict or statutory negligence, or any other causes of action, except for willful misconduct or gross negligence. Parties mean the client and SES and their officers, employees, agents, affiliates, and subcontractors. The parties also agree that the client will not seek damages in excess of the limitations indirectly through suits with other parties who may join SES as third-party defendants.

8.3 Both the client and SES agree that they will not be liable to each other, under any circumstances, for special, consequential, or punitive damages, arising out of or related to this agreement. Individual employees or agents may not be held individually liable for negligence.

8.4 PURSUANT TO §558.0035, FLORIDA STATUES, CONSULTANT'S INDIVIDUAL EMPLOYEES AND/OR AGENTS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THEIR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

8.5 Client agrees to indemnify and hold harmless SES, its agents, employees, and owners or any person against loss or expense including attorney's fees, by reason of the liability imposed by law upon SES, except in cases of SES's sole negligence, for damages because of bodily injury, including death at any time resulting there from, sustained by any person or persons, or on account of damage to property arising out of or in consequence of this agreement or the work or services performed by SES resulting from this agreement, whether such injuries to persons or damages to property are due or claim to be due to any passive negligence of SES, its agents, employees, sub-contractors or any other person. It is further understood and agreed that Client shall, at the option of SES defend SES, its agents, employees, sub-contractors with appropriate legal counsel and shall bear all costs and expenses, including legal counsel's fees, in the defense of any claim or suit arising hereunder.

8.6 In the event SES is acting as a sub-contractor and Client is a General Contractor, then Client hereby exonerates, indemnifies, and holds harmless SES from any and all claims, loss, or damage. The Client agrees to assume entire responsibility and liability for all damages or injury to all persons, whether employees or otherwise, and to all property, arising out of, resulting from or in any manner connected with, the execution of the work provided for in this contract or occurring or resulting from the use by the Client, its agents or employees, whether the same be owned by the Client, sub-contractor or third parties, and the Client agrees to indemnify and save harmless SES, its agents and employees, from all such claims including, without limiting the generality of the foregoing, claims for which the Client may be, or may be claimed to be, liable, and legal fees and disbursements paid or incurred to enforce the provisions of this agreement, and Client further agrees to obtain, maintain and pay for such contractual liability insurance coverage as will insure the provisions of this paragraph.

Section 9 –
DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIAL

9.1 Client warrants that a reasonable effort to inform SES of known or suspected hazardous materials on or near the project site has been made.

9.2 Hazardous materials may exist at the site where there is no reason to believe that they could or should be present. SES and the client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating renegotiation of the scope of work or termination of services. SES and the client agree the discovery of hazardous materials may also make it necessary for SES to take immediate measures to protect health and safety. Client hereby authorizes SES to take those immediate measures and client agrees to pay for or reimburse SES for all such immediate measures. Client agrees to compensate for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

9.3 SES agrees to notify the client when unanticipated hazardous materials or suspected hazardous materials are encountered. The client agrees to make any disclosure required by law to the appropriate governing agencies. The client also agrees to hold SES harmless for any or all consequences of disclosure made by SES which are required by governing law. In the event the project site is not owned by the client, client recognizes that it is the client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

9.4 Notwithstanding any other provision of the agreement, the client waives any claim against SES, and to the maximum extent permitted by the law, agrees to defend, Indemnify, and save SES harmless from any claim, liability, and/or defense costs for injury or loss arising from SES's discovery of unanticipated hazardous materials including any cost associated with possible reduction of the property's value.

9.5 The client will be responsible for ultimate disposal of any samples secured by SES, which are found to be contaminated.

Section 10 - SITE RESPONSIBILITY

10.1 If services include construction testing the client agrees that SES will be expected to make on-site observations appropriate to the construction stage. The client further agrees that SES will not assume responsibility for the contractor's means, methods, techniques, sequences, or procedures of construction, and it is understood that the field services provided by SES will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "supervision", "inspection", or "control" are used to mean periodic observation of the work and the conduction of tests by geotechnical consultant to verify substantial compliance with the plans, specifications, and design concepts. Continuous monitoring by SES employees does not mean that our company is monitoring the placement of all materials.

10.2 Client agrees that the contractor(s) will be solely responsible for working conditions on the job site, including security and safety during performance of the work, and compliance with client safety requirements and OSHA regulations. It is agreed that SES is not responsible for job or site safety or security, other than for SES employees, and that SES does not have the right or duty to stop the work of others.

Section 11 - SAMPLING AND TEST LOCATION

11.1 Unless otherwise stated, the fees in this proposal do not include costs associated with the surveying of the site for the accurate horizontal and vertical locations of the tests. Field tests or boring locations described in a report or shown in sketches are based upon information furnished by others or estimates made in the field by our representatives. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated. If the client specifies the test or boring location, we reserve the right to deviate a reasonable distance from the location specified.

Section 12 - INSURANCE

12.1 SES represents and warrants that it and all its agents, staff, and consultants employed by it are protected by Worker's Compensation insurance and that SES has such coverage under public liability and property damage insurance policies which SES deems to be adequate. Certificates for all such policies of insurance can be provided to client upon written request. Within the limits and conditions of such insurance, SES agrees to indemnify and save client harmless from and against any loss, damage or liability arising from any negligent acts by SES, its agents, staff, and consultants employed by it. SES shall not be responsible for any loss, damage, or liability beyond the amounts, limits, and conditions of such insurance. SES shall not be responsible for any loss, damage, or liability arising from any acts by client, staff, or any other consultants employed by it.

Section 13 - TERMINATION

13.1 This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before the expiration of the period specified in the written notice. In the event of termination, SES shall be paid for services performed to the termination notice date plus reasonable termination expenses.

Section 14 - ASSIGNS

14.1 Neither the Client nor SES may delegate, assign, sublet or transfer his duties or interest in this Agreement without the written consent of the other party.

Section 15 - ENTIRE AGREEMENT

15.1 This Agreement constitutes the entire Agreement and the terms set forth above supersede all previous correspondence and Agreements.

Section 16 - EQUAL OPPORTUNITY EMPLOYER

16.1 SES prohibits discrimination because of race, color, religion, handicap, sex, or national origin. SES promotes equal opportunity in employment through continuing programs of affirmative action in its operations.

Section 17 - APPLICABLE LAW

17.1 Unless otherwise specified, this agreement shall be construed according to the laws of the State of Alabama and enforced accordingly.

VOLKERT

ATTACHMENT D – SUBCONSULTANT PROPOSAL (GOODWYN, MILLS, & CAWOOD)

Volkert Project Number: TBD
Project Description: Extended Construction DTSO and Mobile Arena Roadway Improvements
Client: City of Mobile **Date:** May 6, 2026

Volkert, Inc.
739 N. University Blvd. Suite 200
Mobile, AL 36608

Proposal Prepared By:
Jordan Stringfellow, P.E.
Assistant Vice President

Goodwyn Mills Cawood

11 North Water Street
Suite 19290
Mobile, AL 36602

T (251) 460-4006
F (251) 460-4423

www.gmcnetwork.com

May 1, 2026

Mrs. Jordan Stringfellow
Assistant Vice President, Aviation Service Line Manager
Volkert, Inc.
1110 Montlimar Drive, Suite 1050
Mobile, AL 36609

RE: Regions Arena Area Sidewalk Improvements Proposal

Dear Jordan,

Goodwyn Mills Cawood (GMC) appreciates the opportunity to work with Volkert (Prime Consultant/Client) to further enhance the sidewalks and streetscapes surrounding the Regions Arena project. Please see below our Scope of Services along with the corresponding site map depicting areas of work. GMC will provide landscape architecture services in support of the Prime Consultant, including an assessment of existing conditions and recommendations for repairs, preparation of construction documents, and bidding and construction administration assistance as described in the Scope of Work. We look forward to working with you on this exciting project.

Scope of Work

GMC will perform the following tasks required to address the scope of work:

1. Task 1 – Coordination
    a. Participate in up to three (3) meetings, including a project kick-off and site assessment discussion.
2. Task 2 – Assessment & Recommendations
    a. Observe and document the existing conditions within the project scope and provide a brief assessment.
    b. Develop and provide recommendations based on existing conditions for discussion prior to design.
3. Task 3 – Hardscape Construction Documents
    a. Produce construction plans, details, and specifications for required hardscape components, including curbs, sidewalks, ramps, and streets as indicated in the attached map that are not otherwise provided by the Prime Consultant.
    b. Coordination with vendors to source matching brick, as needed.
4. Task 4 – Landscape Construction Documents (as needed)
    a. Produce planting plans, details, and specifications for any ancillary landscape plantings as a result of layout changes depicted in the hardscape plans, including the Claiborne Street median improvements.
5. Task 5 – Bidding Assistance
    a. Review of bid documents for constructability and clarity
    b. Assist with bid alternates, as needed.
    c. Participate in pre-bid meeting and site walk.

GMC

d. Support responding to contractor questions prior to bid.

e. Preparation of exhibits or clarifications, as needed.

6. Task 6 – CE&I Assistance

   a. Assist with review of material submittals and shop drawings, including substitution requests.

   b. Participate in bi-weekly progress meetings.

   c. Assist with punch list development and closeout inspections.

   d. Assist with sketches, field directives, and minor design revisions, as needed.

Excluded Services

The following services are excluded from the Scope of Services above:

1. Selection of furnishings, lighting, and other materials beyond those required by the Scope of Services
2. Irrigation plans.
3. Other items not specifically listed in the Scope of Services.

Compensation

Compensation to be paid to Goodwyn Mills Cawood, LLC, for providing the requested Services shall be as follows:

PHASE	TYPE	FEE ALLOCATION
Task 1 – Coordination	Lump Sum	$1,000
Task 2 – Assessment & Recommendations	Lump Sum	$2,500
Task 3 – Hardscape Construction Documents	Lump Sum	$12,500
Task 4 – Landscape Construction Documents	Lump Sum, As Needed	$4,000
Task 5 – Bidding Assistance	Lump Sum	$6,250
Task 6 – CE&I Assistance	Lump Sum	$6,250
Total Basic Service Fees		**$32,500**

ADDITIONAL SERVICES: Additional Services are services outside of the scope noted herein, services that were not anticipated at the writing of this agreement, or special services requested by the Owner or Prime Consultant. Should Additional Services be required during this project, GMC will notify the Prime Consultant prior to commencing said work. Additional Services for in-house design or administration services will be invoiced in accordance with the attached hourly fee schedule.

REIMBURSABLE EXPENSES: Reimbursable Expenses are project related expenses that accrue over the course of design phases of a project. We do not consider telephone charges (including long distance), faxing, scanning, in-house small document copying, costs associated with e-mail correspondence or costs associated with maintaining our CAD software and systems as reimbursable expenses.

The following expenses are reimbursable, and will be invoiced monthly as incurred at 1.2 times our cost:

- Printing/mounting and material costs including drawings for presentations, meetings, contractor pricing, permitting and discussion purposes. For budgetary purposes, we recommend an allowance of $100 be established for project related printing and material expenses.
- Out-of-town travel expenses, lodging, and meals directly associated with the project and incurred by our employees will be considered a reimbursable expense.
- Automobile travel associated with the project and incurred by our employees will be invoiced at $0.56/ mile.
- Documentation of existing conditions, and during construction.
- Professional renderings or models requested by the Owner, outside of those included in the Scope of Services.

Terms and Conditions

IN WHITNESS WHEREOF, this Agreement, which is subject to the General Terms and Conditions is accepted on the later date written below.

1. DATE OF COMMENCEMENT AND DURATION: The Date of Commencement of this Agreement shall be the date last appearing on the signature page. This Agreement shall remain in effect for twelve (12) months from the acceptance date of this agreement, or until terminated as provided herein, or extended by mutual agreement in writing.
2. IF GOODWYN MILLS CAWOOD, LLC 's SERVICES UNDER THIS AGREEMENT ARE DELAYED for reasons beyond GOODWYN MILLS CAWOOD, LLC 's control, the completion date specified in this Agreement shall be modified accordingly and the fees shall be renegotiated for any unfinished services as of the effective date of such change.
3. COMPENSATION DEFINITIONS: Reimbursable costs include: fees of Professional Subcontractors (whose expertise is required to complete the project), document reproduction and out-of-pocket expenses, the cost of which shall be charged at actual costs plus an administrative charge of twenty percent (20%) and shall be itemized and included in the invoice.
4. INVOICE PROCEDURES AND PAYMENT: Goodwyn Mills Cawood, LLC shall submit invoices to the Client for Services accomplished during each calendar month. For Services provided on a Lump Sum basis, the amount of each monthly invoice shall be determined on the "percentage of completion method" whereby Goodwyn Mills Cawood, LLC will estimate the percentage of the total Services (provided on a Lump Sum basis) accomplished during the invoicing period. Monthly invoices shall include, separately listed, any charges for Services for which time charges and/or unit costs shall apply. Such invoices shall also include, separately listed, any charges for Professional Subcontractors and reimbursable costs. Goodwyn Mills Cawood, LLC shall submit such invoices as soon as possible after the end of the month in which the Services were accomplished and shall be due and payable by the Client upon receipt.
5. PAYMENT TERMS: The Client, as owner or authorized agent for the owner, hereby agrees that payment will be made for said Services within thirty (30) days from the date of the invoice. The Client hereby acknowledges that unpaid invoices shall accrue interest at twelve percent (12%) per annum after they have been outstanding for over sixty (60) days. If an invoice remains unpaid ninety days (90) after the date of the invoice, Goodwyn Mills Cawood, LLC may, upon giving seven (7) days' written notice of its intent to do so, suspend all Services on the Client's project. This suspension shall remain in effect until all unpaid invoices are paid in full. If an invoice remains unpaid one hundred and twenty

days (120) after the date of the invoice, Goodwyn Mills Cawood, LLC may, upon giving seven (7) days written notice of its intent to do so, terminate this Agreement and pursue its remedies for collection.

6. EXPERT WITNESS SERVICES: It is understood and agreed that Goodwyn Mills Cawood, LLC services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a Professional Services Agreement Addendum may be negotiated between the Client and Goodwyn Mills Cawood, LLC describing the services desired and providing a basis for compensation to Goodwyn Mills Cawood, LLC

7. LIMIT OF LIABILITY: The limit of liability of Goodwyn Mills Cawood, LLC to the Client for any cause or combination of causes resulting from the Services hereunder rendered, shall be, in total amount, limited to the fees paid under this Agreement.

8. INSURANCE: Goodwyn Mills Cawood, LLC shall at all times carry, on all operations hereunder, worker's compensation insurance, public liability and property insurance, automotive public liability and property damage insurance, and professional errors and omissions insurance. At the request of the Client, Goodwyn Mills Cawood, LLC will have the client listed as additional insured where appropriate.

9. ASSIGNMENT: Neither the Client nor Goodwyn Mills Cawood, LLC will assign or transfer its interest in this Agreement without the written consent of the other. Goodwyn Mills Cawood, LLC, however, does reserve the right to subcontract any portion of the Services.

10. SUSPENSION, TERMINATION, CANCELLATION OR ABANDONMENT: In the event the Project described in, or the Services of Goodwyn Mills Cawood, LLC called for under this Agreement, is/are suspended, canceled, terminated, or abandoned by the Client, Goodwyn Mills Cawood, LLC shall be given seven (7) days prior written notice of such action and shall be compensated for the Services provided up to the date of suspension, termination, cancellation, or abandonment including reimbursable expenses in accordance with the provisions of this Agreement.

11. ENTIRETY OF AGREEMENT: This Agreement embodies the entire Agreement and understanding between the parties, their successors and assigns hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties hereto. The laws of the State of Alabama shall govern this Agreement unless specifically stated otherwise. This Agreement includes this document.

Submitted by:

Brandon Bias, AICP, VP
c/o Matt Hinton, ASLA
Goodwyn Mills Cawood, LLC
11 N. Water St., Suite 19290
Mobile, AL 36604

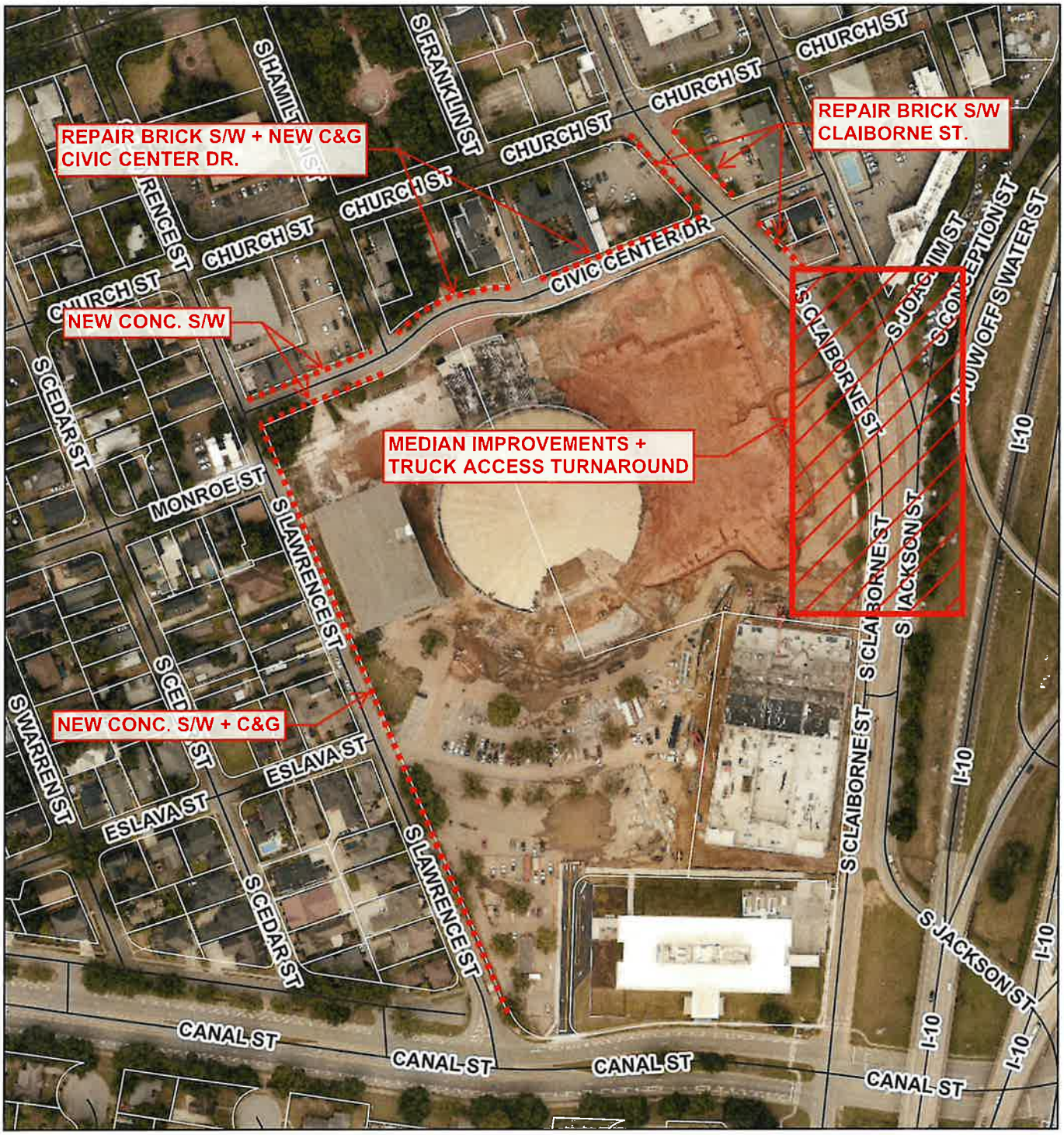
Date: 05/01/2026

Accepted by:

Jordan Stringfellow, Assistant Vice President
Volkert, Inc.
1110 Montlimar Dr., Suite 1050
Mobile, AL 36609

Date: ___/___/_____

Arena Area Sidewalk Improvements



4/28/2026, 3:30:26 PM

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Mobile County Revenue

Goodwyn Mills Cawood

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/26/2026

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: Greyling COI Specialist
Edgewood Partners Ins Center 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	PHONE (A/C, No, Ext): 770.756.6599 FAX (A/C, No): E-MAIL ADDRESS: greylingcerts@greyling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Ins Co of Pittsburg	19445
INSURER B : New Hampshire Insurance Company	23841
INSURER C : Allied World Surplus Lines Insurance Co	24319
INSURER D : Endurance American Specialty Ins Co	41718
INSURER E :	
INSURER F :	

INSURED VOLKINC
Volkert, Inc.
11 North Water Street
Ste 18290
Mobile AL 36602

COVERAGES **CERTIFICATE NUMBER:** 742035862 **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 [ ] LOC OTHER:			9894987	4/1/2026	4/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 500,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A D	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			2970073 EXT30083306201	4/1/2026 4/1/2026	4/1/2027 4/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) excess auto CSL	$ 2,000,000 $ $ $ $ 1,000,000
A	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			019188301	4/1/2026	4/1/2027	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC067961222	4/1/2026	4/1/2027	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
C	Professional Liab incl Poll. Liab.			03129811	4/1/2026	4/1/2027	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)
Project: Downtown Street Optimization (Resurfacing & Restriping). Project Number: 2025-3005-19 City of Mobile are named as Additional Insureds on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract. The above referenced liability policies are primary & non-contributory where required by written contract. Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.

CERTIFICATE HOLDER

City of Mobile
PO Box 1827
Mobile AL 36633-1827

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Gregg Bodenheimer

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ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2026
forms a part of Policy No. 297-00-73
issued to VOLKERT, INC.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR ORGANIZATION'S LIABILITY ARISING OUT OF THE USE OF A COVERED AUTO.

I. **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured,** is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

(1) The coverage and/or limits of this policy, or

(2) The coverage and/or limits required by said contract or agreement.

AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2026
forms a part of Policy No. 297-00-73
issued to VOLKERT, 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. 04/01/2026
forms a part of Policy No. 297-00-73
issued to VOLKERT, 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

POLICY NUMBER: 989-49-87

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

© 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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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.

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POLICY NUMBER: 989-49-87

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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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 04/01/2026 forms a part of Policy No. WC 067961222

Issued to VOLKERT, 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 WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS.

This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____

Authorized Representative

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilman William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,

That the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and the company **Volkert, Inc.** for work as outlined in the contract attached hereto, regarding **Downtown Street Optimization CEI (Resurfacing & Restriping)**, and made a part hereof as set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	Volkert, Inc.
Project Name:	Downtown Street Optimization CEI (Resurfacing & Restriping) COM Project # 2025-3005-19
Cost:	$280,163.54

Adopted: AUG 05 2025

City Clerk

MOBILE
ALABAMA

DOWNTOWN STREET OPTIMIZATION CEI (RESURFACING & RESTRIPING)

PROJECT NO. 2025-3005-19

ENGINEER:

VOLKERT, INC.

STATE OF ALABAMA
CITY OF MOBILE

CONTRACT

This AGREEMENT made and entered into this 5 day of August, 2025, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **VOLKERT, INC.** (hereinafter called the "ENGINEER").

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

I. DEFINITIONS

The following terms and their definitions shall apply:

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

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

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

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

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

ENGINEER - The engineering company assigned to perform engineering and construction inspection services for this PROJECT. The engineering company so assigned to this PROJECT is **VOLKERT, 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 for the Construction Phase as set out in Section III.

PROJECT – DOWNTOWN STREET OPTIMIZATION (RESURFACING & RESTRIPING), City of Mobile Project No. 2025-3005-19. This is for engineering construction inspection for the resurfacing and restriping of portions of 10 streets in downtown Mobile. (See Exhibit A for approximate locations). **The professional engineering services may include construction administration and construction engineering and inspection as directed by the CITY ENGINEER.**

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

STANDARD SPECIFICATIONS - Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, on file in the office of the CITY ENGINEER.

II. STANDARDS

The CITY hereby retains the ENGINEER and the ENGINEER agrees to perform for the CITY the professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary to the performance in proper sequence of the items of work as hereinafter set forth. The ENGINEER, in the preparation of plans and any other items pertaining to this PROJECT, will meet the requirements for conformance with the Standard Specifications, adopted by the State of Alabama Department of Transportation, and applicable local ordinances, and will ascertain the practices of the CITY prior to beginning any work on this PROJECT. All work required under this CONTRACT will be performed in accordance with these standards and any special requirements hereinafter set forth. All work performed by the ENGINEER under this CONTRACT will be submitted to the CITY for review and administrative approval only.

III. SCOPE OF WORK

The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

A. CONSTRUCTION PHASE

1. Quality Assurance

a. ENGINEER shall require the CONTRACTOR to ensure quality assurance during construction. The CONTRACTOR's quality assurance shall be conducted in general conformance to procedures set forth in the STANDARD SPECIFICATIONS and the requirements of the National Pollution Discharge Elimination System (NPDES) Storm Water Discharge General Permit, if applicable. The ENGINEER shall require the CONTRACTOR to maintain on-site a copy of the STANDARD SPECIFICATIONS and the ENGINEER shall insure that all of the personnel involved in the construction phase of the project are thoroughly familiar with the provisions of the STANDARD SPECIFICATIONS.

2. Compliance with Plans and Specifications

The ENGINEER shall enforce all requirements of the plans and specifications for compliance with quality, quantity, materials, and measurements excluding safety.

a. Omit

b. The ENGINEER shall inform and coordinate with the material testing firm contracted by the CITY, to perform materials testing and associated services.

c. The ENGINEER shall insure that materials comply with specifications by continuous coordination and communication with the material testing firm assigned by the CITY.

d. The ENGINEER shall review construction invoices, verify quantities, and certify accuracy for submittal to and approval and payment by the CITY.

e. The ENGINEER shall provide construction administration and be in responsible charge of the project.

3. PROJECT Observation/Inspection

a. The ENGINEER shall appoint a competent INSPECTOR , capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work to be performed, who shall work under the direct supervision of a registered PROJECT ENGINEER. The INSPECTOR shall be experienced and qualified to determine the requirements of the plans and specifications. The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by

the CITY ENGINEER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

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 department representatives to observe all plans and works of the ENGINEER. The appointed CITY representatives shall have access to all plans, drawings, specifications and reports of the ENGINEER relating to the PROJECT.

c. The CITY will retain a testing firm to provide laboratory services for all soils studies, reports, inspections, and tests required throughout the construction of the PROJECT.

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.

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 and Progress Report for the month.

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. The INSPECTOR will sign all asphalt tickets, at the site, previously signed by the materials testing firm's representative, indicating the INSPECTOR'S approval of the materials to be installed.

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 shall be prepared and submitted the PROJECT ENGINEER.

b. All final quantities shall be prepared and all necessary supporting information shall be submitted with the "As Built" plans to the CITY ENGINEER. This information, including copies of the daily diary and calculations by which the final quantities were determined shall be submitted in accordance with the STANDARD SPECIFICATIONS. ENGINEER shall submit to the CITY all documentation required for PROJECT closeout as outlined in Exhibit E.

IV. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

A. The ENGINEER agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a NOTICE TO PROCEED. The CITY and the ENGINEER shall mutually agree upon the schedule and completion time for Professional Services under this Agreement..

B. This CONTRACT may be terminated by the City for any reason, with or without cause, by providing thirty (30) days written notice to the ENGINEER. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall become the property of the CITY. In the event of termination, the ENGINEER shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Section V.A, "Contracted Services". The CITY may notify the ENGINEER, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the PROJECT for more than ninety (90) consecutive days, the ENGINEER may terminate this CONTRACT by giving thirty (30) days written notice.

C. The ENGINEER shall not assign, transfer, or delegate any interest in this CONTRACT, or the performance of any obligations hereunder, without the prior written consent of the CITY. Any such attempted assignment without the CITY's written consent shall be void and of no effect.

The CITY may assign, transfer, or delegate its interest in this CONTRACT, in whole or in part, without the consent of the ENGINEER, and the ENGINEER hereby expressly waives any claim or objection to such assignment.

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.

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. Upon letting of the contract for construction of this PROJECT, and after receipt of a NOTICE TO PROCEED from the CITY, the ENGINEER shall perform Construction Phase services in accordance with Section III.A of this CONTRACT. Compensation to the ENGINEER shall be based on work performed and documented, but shall be limited to the percentage completion of the construction. Such percentage of completion shall be determined by the CITY ENGINEER. The ENGINEER's invoice shall be submitted with the CONTRACTOR'S monthly estimate. Full payment cannot be paid to the ENGINEER until all close out documents have been received and retainage is released to the CONTRACTOR. See Exhibit E for requirements for closing the PROJECT. The Fee Disbursement Schedule attached hereto as Exhibit D, sets out the maximum amount to be disbursed for work performed under Section III, and will be based on the hourly rates in Exhibit C, unless otherwise authorized by the CITY in its sole discretion. Payment for work performed in Section III of this Agreement shall not exceed $275,163.54 (Two Hundred Seventy-five Thousand One Hundred Sixty-three Dollars and Fifty-four Cents).

   b. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to City for such failure.

B. ADDITIONAL SERVICES

1. Following award of the Agreement, the CITY shall pay the ENGINEER the expense of additional services, if requested by the CITY, in writing with a NOTICE TO PROCEED. Additional services, if initiated, shall be based on the hourly rates in EXHIBIT C and shall not exceed $5,000.00 (Five Thousand Dollars and No Cents).

2. In the event of termination of this Agreement due to failure by the ENGINEER to perform any and/or all of the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The ENGINEER will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

C. LIMITATIONS OF ENGINEERING COMPENSATION

Notwithstanding any other provision of this Agreement or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees to be paid the ENGINEER associated with the above mentioned PROJECT shall not exceed $280,163.54 (Two Hundred Eighty Thousand One Hundred Sixty-three Dollars and Fifty-four Cents).

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, consultant under contract, or other entity for which ENGINEER is legally liable. ENGINEER shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by ENGINEER or its agents covered by ENGINEER'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires ENGINEER to procure and maintain professional liability insurance that satisfies the named requirements. ENGINEER shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to ENGINEER'S liability, or in proportion to the extent ENGINEER participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require ENGINEER to indemnify, hold harmless or defend the City except as permissible under §41-9A-3, Code of Alabama (1975).

STANDARD OF PERFORMANCE:
The Consultant shall perform all professional services under this Agreement with the degree of skill, care, and diligence ordinarily exercised by similarly situated

professionals practicing in the same or similar locality and under the same or similar circumstances. Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, codes, and industry standards in effect at the time the services are rendered.

The Consultant shall be responsible for the accuracy and adequacy of its designs, drawings, specifications, reports, and other services or deliverables, and shall correct any errors, omissions, or deficiencies therein without additional cost to the City, provided such errors, omissions, or deficiencies result from Consultant's failure to meet the applicable standard of care.

Nothing in this Agreement shall be construed to impose upon the Consultant a duty or standard of care higher than that set forth in this section. Any clause purporting to impose a different or higher standard shall be deemed void under Ala. Code § 41-9A-3 and severed from this Agreement.

B. INSURANCE- For the duration of this Agreement, ENGINEER shall maintain the following minimum amounts for each Project:

1. Professional Liability Insurance:

   Professional Liability Insurance including design with the limits not less than $1,000,000 per claim.

2. Workers' Compensation/Employer's Liability:

   a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
   b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

   c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

3. Comprehensive General Liability Insurance:

   a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by ENGINEER.

   b. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

   c. General Aggregate Limit shall apply on a "Per Project" Basis.

4. Automobile Liability Insurance:

   a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

5. Excess/Umbrella Liability Insurance

   a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

   b. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

1. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

2. Additional Insured - All policies of insurance, except Workers Compensation and Professional Liability Insurance, shall be endorsed to name City of Mobile as an Additional Insured.

3. Primary Insurance - All policies of insurance, except Workers Compensation and Professional Liability Insurance, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

4. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

5. Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

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.

CITY OF MOBILE, A Municipal Corporation

By: _____
William S. Stimpson
Mayor

ATTEST:

By: _____
Its City Clerk
Print: Lisa C. Lambert

VOLKERT, INC

By: _____

Print: HAROLD EUBANKS

Its: REGION VP

Address: 1110 MONTLIMAR DR
MOBILE, AL 36609

Telephone: 251-342-1070

STATE OF ALABAMA
CITY OF MOBILE

I, Christina Williams, a Notary Public in and for said State and County, hereby certify that Harold Eubanks, whose name as Reg Vice President of Volkert, 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 27 day of June, 2025.

_____
NOTARY PUBLIC

My Commission Expires: _____

CHRISTINA WILLIAMS
My Commission Expires
February 5, 2028

EXHIBIT A: PROJECT LOCATION

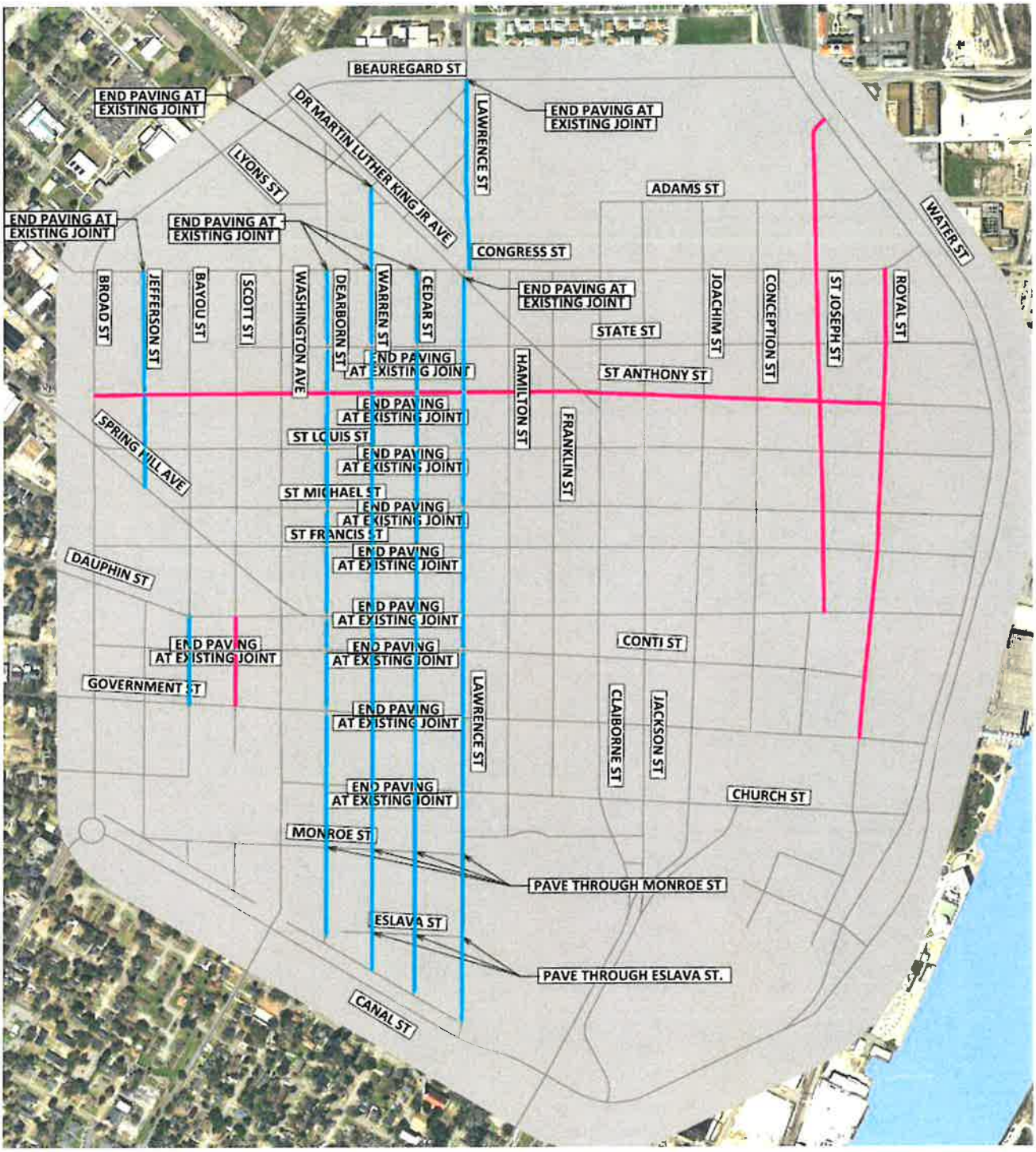

EXHIBIT B: PROJECT ESTIMATE

PROJECT – (See Exhibit A for location.) **DOWNTOWN STREET OPTIMIZATION (RESURFACING & RESTRIPING) CEI, City of Mobile Project No. 2025-3005-19.**

ESTIMATED PROJECT COST - Construction of the PROJECT is estimated to be approximately $3,400,000.00 **[Three Million Four Hundred Thousand Dollars and No Cents]**.

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST - Total fees to be paid the ENGINEER shall not exceed $280,163.54 **[Two Hundred Eighty Thousand One Hundred Sixty-three Dollars and Fifty-four Cents]**, unless authorized by the CITY.

CITY DISTRICT: District 2

EXHIBIT C: FEE SCHEDULE

ENGINEER'S SUMMARY OF HOURLY RATES

PROJECT DESCRIPTION: Downtown Street Optimization - Construction Services

SUMMARY OF ENGINEERING FEE PROPOSAL DOWNTOWN STREET OPTIMIZATION - CONSTRUCTION SERVICES		
BASIC / PROFESSIONAL SERVICES		
TASK	**SERVICE DESCRIPTION**	**TOTAL COST**
1	CONSTRUCTION ADMINISTRATION	$33,833.31
	TOTAL BASIC SERVICE COST - LUMP SUM	**$33,833.31**
SPECIAL SERVICES		
TASK	**SERVICE DESCRIPTION**	**TOTAL COST**
2	CONSTRUCTION ENGINEERING & INSPECTION	$201,452.72
3	CONSTRUCTION ENGINEERING & INSPECTION - SUB	$33,880.00
	TOTAL SPECIAL SERVICE COST - COST PLUS (NTE)	**$235,332.72**
	TOTAL ENGINEERING COST	**$269,166.03**

PROJECT DESCRIPTION: Downtown Street Optimization - Construction Services

Task No.	MAN-HOUR CONSTRUCTION ADMINISTRATION ESTIMATE DOWNTOWN STREET OPTIMIZATION - CONSTRUCTION SERVICES				
1	CONSTRUCTION ADMINISTRATION PHASE	Project Manager	Staff 2 Prof	Staff 1 Prof	Admin
1.1	Contract Preparation/Printing/Execution		2	4	4
1.2	Attend Pre-Construction Meeting	4	4	4	
1.3	Periodic Site Visits (8 Visits)	16	16	16	
1.4	Prepare Site Visit Reports		4	8	
1.5	Review Shop Drawings / Submittals	4	4	8	
1.6	Responses to RFIs	8	16	16	
1.7	Review Report(s) Pay Estimates	4	8	8	8
1.8	Attend Final Inspection	4	4	4	
1.9	Prepare & Issue Record Drawings	2	8	16	2
	TOTAL CONSTRUCTION ADMIN. MAN-HOURS	42	66	84	14

Task No.	PROPOSED CONSTRUCTION ADMINISTRATION FEE DOWNTOWN STREET OPTIMIZATION - CONSTRUCTION SERVICES				
1	CONSTRUCTION ADMINISTRATION PHASE		Man-hour	Rate	Cost
	Labor Costs				
	Project Manager		42	$78.31	$3,289.02
	Staff 2 Professional		66	$66.65	$4,398.90
	Staff 1 Professional		84	$41.84	$3,514.56
	Administrative Assistant		14	$32.35	$452.90
				TOTAL DIRECT LABOR	**$11,655.38**
	Combined Overhead			150.73%	$17,568.15
				TOTAL DIRECT LABOR PLUS COMBINED OVERHEAD	**$29,223.53**
	Operating Margin			15.0%	$4,383.53
	FCCM (Direct Labor Only)			0.74%	**$86.25**
				TOTAL LABOR COSTS	**$33,693.31**
	Out of Pocket Costs				
	Travel Expenses (Mobile Office to Project Site 10 Miles One-Way)	Trips	Miles	Rate	Cost
		10	20	$0.700	$140.00
				TOTAL OUT OF POCKET	**$140.00**
	TOTAL CONSTRUCTION ADMINISTRATION PHASE				**$33,833.31** LS

PROJECT DESCRIPTION: Downtown Street Optimization - Construction Services

Task No.	MAN-HOUR CONSTRUCTION ENGINEERING & INSPECTION (CE&I) ESTIMATE DOWNTOWN STREET OPTIMIZATION - CONSTRUCTION SERVICES				
2	CE&I SERVICES - VOLKERT (90 Working Days)	Constr. Proj. Mgr.	Senior Inspector	RPR 1	Admin.
2.1	Conduct Pre-Construction Meeting	4	4	4	4
2.2	Daily Inspection & Reporting	174	580	1160	
2.3	Conduct Weekly Status Meetings & Prepare Meeting Minutes	36			18
2.4	Review Asphalt Reports	24	40		
2.5	Prepare QC/QA Packages	24	40		
2.6	Prepare Contractor's Pay Estimates	6	12	12	24
2.7	Conduct Final Inspection / Punch List	4	8	8	4
2.8	Prepare As-Builts	2	4	8	
2.9	Prepare Project Closeout Documentation	2	4	16	8
	TOTAL CE&I MAN-HOURS (VOLKERT)	276	692	1208	58

Task No.	PROPOSED CONSTRUCTION ENGINEERING & INSPECTION (CE&I) FEE DOWNTOWN STREET OPTIMIZATION - CONSTRUCTION SERVICES				
2	CE&I Services - VOLKERT		Man-hour	Rate	Cost
	Labor Costs				
	Construction Project Manager		276	$50.00	$13,800.00
	Senior Inspector		692	$36.00	$24,912.00
	Resident Inspector 1		1208	$26.00	$31,408.00
	Administrative Assistant		58	$32.35	$1,876.30
				TOTAL DIRECT LABOR	**$71,996.30**
	Combined Overhead			150.73%	$108,520.02
				TOTAL DIRECT LABOR PLUS COMBINED OVERHEAD	**$180,516.32**
	Operating Margin			10.0%	$18,051.63
	FCCM (Direct Labor Only)			0.740%	**$532.77**
				TOTAL LABOR COSTS	**$199,100.72**
	Out of Pocket Costs				
	Travel Expenses (Mobile Office to Project Site) (8 Miles One-Way)	**Trips**	**Miles**	**Rate**	**Cost**
		210	16	$0.700	$2,352.00
				TOTAL OUT OF POCKET	**$2,352.00**
	TOTAL CE&I SERVICES - VOLKERT				**$201,452.72** NTE

Task No.	CE&I SERVICES - SUBCONSULTANT NORMAN HILL CONSULTING SERVICES, LLC	
3	CE&I SERVICES - SUBCONSULTANT	Cost
3.1	Inspector (280 hr @ $110 / hr)	$30,800.00
	SUBTOTAL SUBCONSULTANT COST	**$30,800.00**
	Volkert, Inc. (Management Fee, 10% of Total Subconsultant Fee)	$3,080.00 NTE

TOTAL CE&I COST	**$235,332.72** NTE

Norman Hill Consulting Solution, LLc					
PERSONNEL	**POSITION**	**HOURS/WEEK**	**WEEKS**	**RATE/HOUR**	**FEE**
	Inspector	40	7	110	$ 30,800
					$ -
					$ -
					$ -
TOTALS					**$ 30,800**

EXHIBIT D: ENGINEER'S FEE DISBURSEMENT SCHEDULE

Base Contract Amount	**$ 275,163.54**
Additional Services (If requested in writing by the City Engineer).....	$ 5,000.00
Total Contract Amount including Additional Services	**$ 280,163.54**

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
- Over run/Under run Report

EXHIBIT F: INSURANCE CERTIFICATIONS

Below is an example of a certificate of insurance (COI). Please note the verbiage in the "Description" area. Each COI must have this stated.

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 EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/8/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Insurance Agency 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	**CONTACT NAME:** Greyling COI Specialist **PHONE (A/C, No, Ext):** 770.756.6599 **FAX (A/C, No):** **E-MAIL ADDRESS:** greylingcerts@greyling.com
INSURED VOLKINC Volkert, Inc. 11 North Water Street Ste 18290 Mobile AL 36602	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** National Union Fire Ins Co of Pittsburg — 19445 **INSURER B :** Everest National Insurance Company — 10120 **INSURER C :** New Hampshire Insurance Company — 23841 **INSURER D :** Allied World Surplus Lines Insurance Co — 24319 **INSURER E :** Endurance American Specialty Ins Co — 41718 **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1789771000 **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 [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:			9894987	4/1/2025	4/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 500,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A E	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY [ ] HIRED AUTOS ONLY [X] SCHEDULED AUTOS [ ] NON-OWNED AUTOS ONLY [X]			2970073 EXT30083306200	4/1/2025 4/1/2025	4/1/2026 4/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) excess auto CSL	$ 2,000,000 $ $ $ $ 1,000,000
B	[ ] **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			XC3CU00031251	4/1/2025	4/1/2026	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N [N] ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC067961222	4/1/2025	4/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liab incl Poll. Liab.			03129811	4/1/2025	4/1/2026	Per Claim Aggregate	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Downtown Street Optimization (Resurfacing & Restriping). Project Number: 2025-3005-19
City of Mobile are named as Additional Insureds on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract. The above referenced liability policies are primary & non-contributory where required by written contract. Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.

CERTIFICATE HOLDER

City of Mobile
PO Box 1827
Mobile AL 36633-1827

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Gregg Bachtel

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ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2025
forms a part of Policy No. 297-00-73
issued to VOLKERT, INC.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR ORGANIZATION'S LIABILITY ARISING OUT OF THE USE OF A COVERED AUTO.

I. **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured,** is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

(1) The coverage and/or limits of this policy, or

(2) The coverage and/or limits required by said contract or agreement.

AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2025
forms a part of Policy No. 297-00-73
issued to VOLKERT, 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. 04/01/2025
forms a part of Policy No. 297-00-73
issued to VOLKERT, 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

POLICY NUMBER: 989-49-87

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – 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

POLICY NUMBER: 989-49-87

COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

© Insurance Services Office, Inc., 2018

POLICY NUMBER: 989-49-87

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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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 04/01/2025 forms a part of Policy No. WC 067961222

Issued to VOLKERT, 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 WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS.

This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____

Authorized Representative

EXHIBIT G: SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT AND DBE UTILIZATION REPORT, SECRETARY OF STATE VERIFICATION

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Harold Eubanks (affiant) who, being duly sworn says as follows:

Regional Vice President of Volkert, 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 Regional Vice President for Volkert, 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 Volkert, Inc. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 105558.

Harold E Eubanks

Regional Vice President of Volkert, Inc.

Sworn to and subscribed before me this the 8 day of July, 2025.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Lindsay Zoghby
Signature and Seal of Notary Public

Exp 2-11-27

LINDSAY ZOGHBY
Notary Public
Alabama State at Large

E-Verify

Company ID Number: 105558

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Volkert, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

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

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

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

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

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

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

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

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

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

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

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

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

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

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

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

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

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

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

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

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

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

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

B. REFERRAL TO DHS

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

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

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

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

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

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

a. Scanning and uploading the document, or

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

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

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

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

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

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

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

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

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

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

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

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

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

ARTICLE VI
PARTIES

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

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

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

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

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

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

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

E-Verify

Company ID Number: 105558

Approved by:

Employer Volkert, Inc.	
Name (Please Type or Print) Holly W Gibney	Title
Signature Electronically Signed	Date 03/07/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/07/2008

E-Verify

Company ID Number: 105558

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Volkert, Inc.
Company Facility Address	11 N Water Street Suite 18290 Mobile, AL 36602
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	630247014
North American Industry Classification Systems Code	541
Parent Company	Volkert, Inc.
Number of Employees	1,000 to 2,499
Number of Sites Verified for	22 site(s)

E-Verify

Company ID Number: 105558

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	2
IL	1
LA	3
MS	1
NC	1
TN	2
TX	4
VA	1

Company ID Number: 105558

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Holly Gibney
Phone Number	251-342-1070
Fax	
Email	833-790-3074
	holly.gibney@volkert.com

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251 208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Volkert, Inc.
Address	11 North Water Street, Suite 18290 Mobile, AL 36602
Telephone	251-342-1070
E-Mail	jordan.stringfellow@volkert.com

RFP/RFQ Solicitation Number	2025-3005-19
Project Description	Downtown Street Optimization (Resurfacing & Restriping)
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 1,111 Female 431 Minority 349 Non-minority 1,193 SDVO N/A Total #of Employees 1,542

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jordan Stringfellow

Signature: Jordan Stringfellow Date: 07-08-2025

Title: Assistant Vice President

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Jordan Stringfellow Title: Assistant Vice President

Email: jordan.stringfellow@volkert.com Phone: 251-605-6020

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:Archniquo.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company Volkert, Inc. Your Bid/Proposal Amount $ 280,163.54 Date:
07 / 14 / 2025 Description Downtown Street Optimization (Resurfacing & Restriping)
Name of Bidder/Proposer: Volkert, Inc.

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
Norman Hill Consulting, LLC	205-482-5771	CE&I Inspector	$30,800.00	11.4%	Yes	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Volkert, Inc.

Contact Person: Jordan Stringfellow Phone 251-605-6020 Email jordan.stringfellow@volkert.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
	N/A	**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
	N/A	**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
	N/A	**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.
	N/A	**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.
	N/A	**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.)
	N/A	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	N/A	**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.

	N/A	**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
	N/A	**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.
	N/A	**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)

__X__ 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.

City of Mobile agreed to reduce DBE goal to 10% for this contract.

_____ 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. _____

_____

_____

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# 2025-3005-19 Current Date 7 / 10 / 25

Project Description DOWNTOWN STREET OPTIMIZATION CEI (RESURFACING & RESTRIPING))

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

Waiver requesting the DBE Goal to be reduced from 15% to 10% This contract is for Construction Inspection services only. This work is specialized and extremely difficult to find qualified sub-consultants.

Volkert's contract amount is $280,163.54.

John Forrester
Requested By (Department Director)

(Signature) City Engineer (Title) 7/10/2025 (Date)

251-208-7243
Telephone Number

forresterj@cityofmobile.org
Email Address

Reviewed By (Office of Supplier Diversity)
Archnique Kidd (Signature) Small Busines Development Manager (Title) 7/11/2025 (Date)

Approved By (CAO)

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: June 9, 2026

Submitted by:
Shonnda Smith, Exec Director

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
Contract to string tennis racquets at the Mobile Tennis Center

Amount of Contract:
$80,000

Funding Source
The contractor will be paid after the customer's racquet is paid in full.

ATTACHMENTS:
1. STRING LABOR CONTRACT & RESOLUTION 6.26

REVIEWERS:
Jackie Byerley
Donna Bryars
Cherlina Monteiro
James Barber

01- 2026

RESOLUTION

Sponsored by: Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement with Christopher Ratledge to provide racquet stringer services for Parks and Recreation Department, compensation for work provided by the contractor will be as provided in the statement of work but in no event shall exceed $80,000 per year as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy of said agreement is on file in the office of the City Clerk.

BE IT FURTHER RESOLVED that the City Council finds that this resolution is necessary to perform essential minimum functions of the Council.

Adopted:

_____

City Clerk

STATE OF ALABAMA)

COUNTY OF MOBILE)

PROFESSIONAL SERVICES CONTRACT
City of Mobile

This Professional Services Contract (sometimes hereinafter "Agreement"), made and entered into as of the date of execution, by and between **THE CITY OF MOBILE**, a Municipal Corporation of the State of Alabama (hereinafter referred to as the "City") and **CHRISTOPHER RATLEDGE**, an Alabama Tennis Professional, (hereinafter "Contractor"), as follows:

WHEREAS, the parties wish to enter into a professional services contract for the purpose of tennis services to string rackets; and

WHEREAS, the contractor is engaged in the business of stringing rackets; and

WHEREAS, the City desires to engage this Contractor 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:

PROFESSIONAL SERVICES TO BE PERFORMED

A. The professional services to be performed by the Service Provider under this Agreement ("Services") for City of Mobile are attached hereto as EXHIBIT A.

B. The Contractor shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent professional practicing under the same or similar circumstances and as expeditiously as is prudent considering the ordinary professional skill and care of such profession

C. The Contractor shall report to both the Director of the Mobile Tennis Center or his or her designee shall provide specific tasking to the Contractor with respect to these services.

I. TERM OF AGREEMENT

A. This Contract shall commence immediately upon execution by both the City and the Contractor. It shall continue for a period of three (3) years or thirty-six (36) months, subject to the renewal and/or availability of funding.

II. COMPENSATION

A. The City agrees to pay the Contractor for the work performed according to the fee schedule and payment terms attached in Exhibit A. The total amount of this contract should not exceed $80,000 per fiscal year.

III. METHOD OF PAYMENT

A. Payments shall be made via direct deposit to a banking institution designated by the Contractor.

IV. ADDITIONAL SERVICES

A. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.

B. If the City requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on an amended fee schedule to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before the commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the Contractor. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

V. 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.

VI. RESPONSIBILITIES OF THE CONTRACTOR

A. The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.

B. The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor.

VII. FORCE MAJEURE

A. The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the City's purchase order or specified by the City's Department Head, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

VIII. OBLIGATIONS OF CITY

A. City shall designate a Department Head(s) or other person to act as City's representative with respect to this Agreement, as set out herein above. Such person(s) will have the authority to transmit instructions, receive information, and interpret and define the City's policies and decisions regarding the scope of services.

B. The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement.

C. The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

IX. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

B. Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience.

D. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

E. In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above.

X. DISPUTE RESOLUTION

A. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile City, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

B. Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement.

C. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.

XI. NOTICES

A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project, is The Director of the Office of Public Safety, or the Director's designated representative.

B. Any notices of default or termination shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:
City Clerk
City of Mobile
Post Office Box 1827
Mobile, AL 36633-1827

CONTRACTOR:
Christopher Ratledge
408 Willow Road
Peachtree City, Ga. 30269

Copy to:
City Attorney
City of Mobile Legal Department
P.O. Box 1827
Mobile, AL 36633-1827

C. Any change in the City's Department Head or the Contractor's Representative will be promptly communicated by the party making the change.

XII. DEFAULT/ BREACH.

A. **Default**. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to communicate adequately with the City regarding progress or issues, 6) unauthorized assignment or transfer of the contract without prior written consent from the City, 7) failure to correct deficiencies after receiving written notice from the City, 8) misrepresentation or falsification of information provided during performance, 9) failure to maintain required insurance coverage , 10) unauthorized use of City property, equipment, or resources, 11) violation of confidentiality or data protection requirements outlined in the contract, 12) failure to provide required reports,

documentation, or certifications, 13) failing to comply with written directives from the City to correct specific issues or deficiencies, 14) failure to maintain adequate security measures for sensitive information or physical assets.

XIII. EFFECT OF DEFAULT

A. Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Contractor for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Contractor and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, in either case by giving Contractor written notice of such termination. In the event of termination of this Agreement by the City because of the Contractor's default or breach, the City may take possession of all material, and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

XIV. 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.

XV. 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.

XVI. 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.

XVII. 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.

XVIII. 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.

XIX. MISCELLANEOUS

A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

C. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.

D. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

F. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

G. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

L. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

M. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

N. 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.

O. 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.

P. 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.

Q. 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.

R. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

S. 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.

T. The Contractor shall submit to and maintain proper background clearance with the City of Mobile Police Department and comply with all pre-employment measures, including participation in the City's Drug-Free Workplace Program.

U. The Contractor shall maintain a valid Alabama Driver's License and report any traffic incidents or violations to his/her supervisor.

V. The City shall provide the Contractor with appropriate office space and equipment as necessary to perform assigned duties, including the operation and/or use of a City-owned vehicle as required.

W. This Agreement is the final expression of the agreement between the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements. No representations, warranties, or stipulations, either oral or written, are not contained herein.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

XX. SIGNATURES

By signing below, the parties acknowledge they have read, understood, and agree to abide by the terms of this Contract, including all incorporated exhibits.

CONTRACTOR

By: _____

Christopher Ratledge

Date: 29 May 2026

State of Georgia }
County of Fayette }

I, the undersigned Notary Public, in and for said county and state, hereby certify that Christopher Ratledge is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

In witness whereof, I hereunto set my hand and official seal on this 29th day of May, 2026

_____

Notary Public

Print Carson Presley

CARSON PRESLEY NOTARY PUBLIC STATE OF GEORGIA MY COMM. EXP. 3/9/2027 HENRY COUNTY, GEORGIA

My commission expires: 03/09/2026 (Seal)

CITY OF MOBILE

By: _____

Spiro N. Cheriogotis, Mayor

Date: _____

ATTEST:

_____

It's City Clerk

Exhibit A
Statement of Work

1. Contractor will possess and maintain proficiency in the stringing of tennis racquets, and apply the methods and practices recommended by the United States Racket Stringers Association stringers manual. Performance of work below this standard or failure to maintain the required proficiency will be cause for termination of the contract.

2. Contractor will perform all stringing work for City at the City's Tennis Center Pro Shop, using City provided equipment and supplies, unless otherwise specifically agreed to.

3. Contractor will maintain a professional appearance and demeanor at all times while engaged in performance of the contract. Contractor will reflect the Tennis Center's customer friendly, helpful, professional, and knowledgeable image.

4. Contractor will work on a schedule as mutually agreed upon with the City. City will task Contractor in an agreed-upon manner most efficient for the timely completion of work in compliance with customer expectations. Contractor is not guaranteed a minimum amount of work.

5. Contractor is expected to perform the services requested in a timely manner, with the objective that racquets received before 2:00 pm will be completed before the end of the shop's regular business hours that day.

6. Contractor will notify the City promptly of any Customer complaints regarding contract services provided.

7. City will pay Contractor $15 per racket Contractor strings. Contractor will not solicit or otherwise encourage the payment of tips or other gratuities from customers.

8. Contractor will invoice City, and City will pay Contractor, weekly for the number of rackets strung the previous week

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: June 9, 2026

Submitted by:
Lance Slater, Chief Resilience Officer

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
Investigate the potential for establishing a location for hazardous materials that would otherwise end up in landfill or illegally dumped.

Amount of Contract:

Funding Source

ATTACHMENTS:
1. City Revision to SCS CHaRM Design Professional Contract v5 6.4.26
2. EXHIBIT A - Scope of Services and Fee Schedule
3. EXHIBIT C E Verify
4. EXHIBIT B COI with endorsements
5. Contract Summary Sheet
6. Charm contract resolution

REVIEWERS:
Nya Kennedy
Cherlina Monteiro
Donna Bryars
James Barber

SS

DESIGN PROFESSIONAL SERVICES CONTRACT

BETWEEN:

CITY OF MOBILE
OFFICE OF RESILIENCE

AND:

STEARNS, CONRAD AND SCHMIDT CONSULTING ENGINEERS, INC.
(SCS ENGINEERS)

FOR THE FOLLOWING PROJECT:

CENTER FOR HARD TO RECYCLE MATERIALS (CHaRM)
FEASIBILITY STUDY

PROJECT NO. _____

STATE OF ALABAMA

CITY OF MOBILE

DESIGN PROFESSIONAL SERVICES CONTRACT

This AGREEMENT is made and entered into as of the date on which the last party executes this Agreement (the "Effective Date"), by and between the CITY OF MOBILE acting by and through its Mayor and City Council (hereinafter referred to as the "City"), a municipal corporation organized and existing under the laws of Alabama and **STEARNS, CONRAD AND SCHMIDT CONSULTING ENGINEERS, INC.** d/b/a **SCS ENGINEERS** (hereinafter referred to as "Consultant"), a foreign corporation organized under the laws of the State of California, with its principal office at 1 St. Louis Street, Suite 1001, Mobile, AL 36602.

This Agreement, including the Exhibits, attached hereto, all incorporated herein, represents the entire agreement between Consultant and City with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this Agreement. Consultant and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

WHEREAS, **SCS ENGINEERS** is uniquely qualified in the business of professional engineering, environmental consulting, and construction; and

WHEREAS, the City of Mobile desires to engage **SCS ENGINEERS** 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. SCOPE OF SERVICES TO BE PERFORMED

A. The Consultant's services shall be as stated in the attached Proposal for Center for Hard to Recycle Materials (CHaRM) Feasibility Study - City of Mobile, Alabama, dated March 16, 2026. Consultant shall provide invoice at completion.

B. If Additional Services are required due to circumstances beyond the Consultant's control, the Consultant shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Consultant's notice shall include a description of the circumstances justifying the "Additional Services" and a proposal to provide the Services.

C. The Consultant represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals, and shall affix a seal representing such licensure to all documents, as required.

D. The Consultant shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent professional practicing under the same or similar circumstances and as expeditiously as is prudent considering the ordinary professional skill and care of such profession.

E. The Consultant agrees to diligently provide all materials, services and labor for the performance of the CHaRM Feasibility Study (the "Project"), in accordance with the scope of services made part of this Contract as **Exhibit A**, attached hereto and incorporated herein.

F. The Chief Resilience Officer, or his/her designated representative, shall be the City's Project Manager and shall provide specific tasking to the Consultant with respect to these services.

II. TERM OF AGREEMENT

The Services are to be performed beginning June 1, 2026, and continuing through September 1, 2026. This timeline should be flexible and adaptable in the event of any unforeseen and/or changing circumstances, by written agreement, the parties can extend said term.

III. COMPENSATION

A. For the Consultant's Services described under Article I, the City shall compensate the Consultant as follows in an amount not to exceed THIRTY-FIVE THOUSAND, FIVE HUNDRED DOLLARS AND 00/100 ($35,500.00).

B. The Consultant's services shall be provided for three (3) payments as outlined in **Exhibit A**; to be paid upon completion of services:

1. Task 1: $7, 628.00
2. Task 2: $15,176.00

3. Task 3: $12,696.00

IV. METHOD OF PAYMENT AND ADDITIONAL SERVICES

A. The City shall pay the Consultant through payment issued by City upon receipt of the Consultant's invoice and written approval of same by the City's Chief Resilience Officer indicating that services have been rendered in conformity with this Contract.

B. The Consultant's invoices shall be in a form satisfactory to the Chief Resilience Officer who shall initiate disbursements. The Consultant is responsible for providing all necessary documentation that may be required by the City.

C. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Consultant and the City's authorized agent.

D. If the City's Chief Resilience Officer requires the Consultant to perform additional services related to this Contract then the Consultant shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the Consultant. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Consultant, the Consultant shall not be entitled to additional compensation.

V. LIABILITY OF CONSULTANT

The CONSULTANT shall indemnify and hold harmless CITY, its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a sub-consultant or supplier that is committed by CONSULTANT or the CONSULTANT'S agent, CONSULTANT under contract, or other entity for which CONSULTANT is legally liable. CONSULTANT 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 CONSULTANT or its agents covered by CONSULTANT'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires CONSULTANT

to procure and maintain professional liability insurance that satisfies the named requirements. CONSULTANT shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to CONSULTANT'S liability, or in proportion to the extent CONSULTANT participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require CONSULTANT to indemnify, hold harmless or defend the City and/or County except as permissible under §41-9A-3, Alabama Code (1975) or subsequent codifications thereof.

VI. CONSULTANT'S INSURANCE.

A. The Consultant shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Consultant normally maintains, the Consultant shall provide same at no additional cost:

1. Workers' Compensation/Employer's Liability:

   a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the State of Alabama.

   b. Employer's Liability with limits of not less than:

      Bodily Injury by Accident $1,000,000 each accident
      Bodily Injury by Disease $1,000,000 policy limit
      Bodily Injury by Disease $1,000,000 each employee

   c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

2. Comprehensive General Liability Insurance:

   a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Consultant.

   b. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

      General Aggregate Limit shall apply on a "Per Project" Basis.

3. Automobile Liability Insurance:

a. Automobile Liability Insurance to cover any auto, including owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

4. Excess/Umbrella Liability Insurance

   a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

   b. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5. Professional Liability Insurance:

   a. $1,000,000 annual aggregate

B. Endorsements:

All endorsements listed below are required and must be listed on the description of operations "box on the certificate of Liability Insurance" or listed separately on an attachment to the Certificate of Insurance (ACORD 101, Additional Remarks Schedule).

1. Additional Insured: All policies of insurance, except Workers' Compensation and Professional Liability of the City of Mobile Insurance Requirements attached hereto, shall be endorsed to name City of Mobile as an Additional Insured.

2. Waiver of Subrogation: All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

3. Primary and Non-Contributing: All policies of insurance, except Workers' Compensation and Professional Liability of the City of Mobile Insurance Requirements attached hereto, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

4. Notice of Cancellation: Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

5. Certificates of Insurance - General: Within ten (10) calendar days from date of issuance of Contract forms for execution, Consultant shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

C. Within ten (10) calendar days from issuance of Contract forms for execution, the Consultant shall provide certificates of insurance to the City of Mobile which evidence compliance with the requirements set out herein above. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

D. A copy of the Consultant's Certificate of Insurance shall be attached hereto as **Exhibit B**.

VII. RESPONSIBILITIES OF THE CONSULTANT

A. The Consultant agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.

B. The Consultant warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Consultant), to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Consultant; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.

C. The Consultant 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.

D. The Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Consultant's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.

E. The Consultant is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Consultant is not an employee, agent or servant of City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject

to the Consultant's sole direction, supervision and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Consultant shall be solely responsible for providing benefits and insurance to its employees.

VIII. TIME FOR PERFORMANCE

Time is of the essence in the performance of this Contract. The Consultant specifically agrees that contract time will begin on the date the Notice to Proceed is issued. Consultant also agrees no work will begin prior to such date. All work to be performed under the provisions of this Contract shall be completed to Substantial Completion in not more than ninety (90) calendar days and all work shall be completed to Final Acceptance within thirty (30) calendar days from Substantial Completion, or thirty (30) calendar days from delivery to Consultant of a list of items to be completed punch list.
The Consultant shall deliver the Work complete in a Hard Copy Format and Electronic Format Copy, within Ninety (120) business days from completion of services.

IX. FORCE MAJEURE

A. The Consultant specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the City's purchase order or specified by the City's Department Head, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

X. OBLIGATIONS OF CITY

A. City shall designate a Department Head or other person to act as City's representative with respect to this Agreement. Such person will have authority to transmit instructions, receive information, and interpret and define City's policies and decisions regarding the scope of services.

B. City shall furnish to Consultant all applicable information and technical data in City's possession or control reasonably requested by Consultant for the proper performance of the Services.

C. Filing fee, permit fee, and review fees, as may be required by City of Mobile departments, are hereby waived.

D. The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to: 1. Review of all Consultant payment requests for approval or rejection. 2. Periodic reviews of the work of the Consultant as necessary for the completion of the Consultant's services during the period of this Agreement.

E. The City shall not provide any services to the Consultant in connection with any claim brought on behalf of or against the Consultant.

XI. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar day's written notice to the Consultant to terminate the services of the Consultant. The City shall pay the Consultant and the Consultant 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 Consultant 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 Consultant shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience.

D. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Consultant and the Consultant shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

E. In the event that the Consultant has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Consultant indicating its intention to do so. Consultant shall have one hundred and eighty

(180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.

F. The Consultant shall have the right to terminate services only in the event of the City failing to pay the Consultant's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Department Head, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.

G. After consultation with and written Notice to the Consultant providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the Consultant's work not performed in accordance with the requirements of this Contract; 2. The quantity of the Consultant's work not delivered or performed as represented in the Consultant's Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property; 4. Damages to the City or a third party caused by Consultant; 5. The Consultant's failure or refusal to perform any other obligation under this Contract.

XII. 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. Consultant agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement.

E. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.

F. Unless otherwise agreed in writing, the Consultant shall be required to continue its services and all other obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

XIII. SUSPENSION/STOP WORK ORDER

A. The City's Department Head may at any time, by written order to the Consultant, require the Consultant to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Consultant. Upon receipt of such an order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Consultant shall not resume work unless specifically so directed in writing by the City. The Department Head shall take one of the following actions:1. Cancel the stop work order; or 2. Terminate the work covered by the order; or 3. Terminate the Contract in accordance with provisions contained in Section XI.

B. In the event the City determines to not direct the Consultant to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XI 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 Consultant to resume work within ninety (90) days, the Consultant may terminate this Contract.

XIV. NOTICES

A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is the Chief Resilience Officer, or the Chief Resilience Officer'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:	**CONSULTANT**:
City of Mobile	SCS ENGINEERS
c/o Lance Slater, Chief Resilience Officer	c/o Steven D. Stewart
As: City's Authorized Agent	Consultant's Authorized Agent

P.O Box 1827
Mobile, AL 36633

1 St. Louis St., Suite 1001
Mobile, AL 36602

C. Any change in the City's Chief Resilience Officer or the Consultant's Representative will be promptly communicated by the party making the change.

XV. DEFAULT/ BREACH.

A. Default. Default, for purposes of this contract, shall include, but is not limited to, failure to perform the work or provide the services in accordance with the terms of the contract.

XVI. WITHHOLDING PAYMENT DUE

A. City may withhold any and all sums due if there has been a default or breach by Consultant of any provision of this agreement.

XVII. CURE PLAN

A. If Consultant fails to comply with any material provision of this agreement, the City may issue a written notice requiring Consultant to submit a corrective action plan (CAP) within such time as City directs. If Consultant fails to provide an acceptable CAP or does not cure the breach within the time frame specified, the City may invoke additional sanctions or terminate this Agreement.

XVIII. EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

A. Failure by the Consultant to perform in accordance with the terms, conditions, and specifications of this agreement, including but not limited to failure to complete work within the specified time frame, failure to meet quality or safety standards, or abandonment of the project, and any other breach as defined herein, may be considered by City in evaluating the Consultant's status as a 'responsible bidder' as defined under Alabama law in future competitive bid determinations within the parameters of acceptable evaluation.

XIX. ANTI-BOYCOTT

A. Consultant 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.

XX. NON-DISCRIMINATION

A. Consultant shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all consultants performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

XXI. 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 Consultant employs one or more employees within the State of Alabama, Consultant shall provide documentation establishing that Consultant is enrolled in the *E-Verify* program, attached as **Exhibit C**, hereto. 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.

XXII. MISCELLANEOUS

A. If the City requests the Consultant to execute certificates, the proposed language of such certificates shall be submitted to the Consultant for review at least 14 days prior to the requested dates of execution. If the City requests the Consultant to execute consents reasonably required to facilitate assignment to a lender, the Consultant shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Consultant for review at least 14 days prior to execution. The Consultant shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

B. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the City or Consultant.

C. Unless otherwise required in this Agreement, the Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

D. The Consultant shall have the right to include photographic or artistic representations of the design of the Project among the Consultant's promotional and professional materials. The Consultant shall be given reasonable access to the completed Project to make such representations. However, the Consultant's materials shall not include the Owner's confidential or proprietary information. The Owner shall provide professional credit for the Consultant in the Owner's promotional materials for the Project.

E. If the Consultant or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person. This Section shall survive the termination of this Agreement.

F. 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.

G. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

H. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.

I. Time is of the essence with regard to each and every aspect of the Consultant's performance under this Contract.

J. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

K. If the Consultant is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

L. 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.

M. 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.

N. 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.

O. 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.

P. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

Q. 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.

R. Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Consultant and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

S. 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.

T. Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

U. 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.

V. 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.

W. 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.

X. 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.

Y. NON-ASSIGNMENT. The City and Consultant each bind itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this agreement. The Consultant shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the City, which such consent shall be granted or denied solely at the City's sole discretion.

Z. This Agreement is the final expression of the agreement between the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements. No representations, warranties, or stipulations, either oral or written, are not contained herein.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year first written.

CONSULTANT:
STEARNS, CONRAD AND SCHMIDT CONSULTING ENGINEERS, INC. d/b/a **SCS ENGINEERS**

By: _____
Steven D. Stewart,
as Consultant's authorized representative
Date: June 4, 2026

State of Alabama)
City of Mobile)

I, the undersigned Notary Public, in and for said City in said State, hereby certify that Steven D. Stewart, whose name as Vice President of **STEARNS, CONRAD AND SCHMIDT CONSULTING ENGINEERS, INC.** d/b/a **SCS ENGINEERS**, is signed to the foregoing contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing contract, as such officer and with full authority, execute the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the 4 day of June, 2026.

_____
Notary Public
Print Angela A.Davidson
My commission expires: 09-06-2027

(Seal)

ANGELA A. DAVIDSON
Notary Public
Alabama State at Large

CITY OF MOBILE

By:_____
Spiro N. Cheriogotis, Mayor
Date: _____

EXHIBIT A: SCOPE OF SERVICES AND FEE SCHEDULE

EXHIBIT B: CITY INSURANCE REQUIRED

EXHIBIT C: E-VERIFY DOCUMENTS

SCS ENGINEERS

Environmental Consultants & Contractors

March 16, 2026
File Number: 0P09418.26

Mr. Lance Slater
Chief Resilience Officer
Office of Resilience and Sustainability, Public Safety
City of Mobile
205 Government Street, South Tower, 2nd Floor
Mobile, AL 36602
lance.slater@cityofmobile.org

Subject: Proposal for Center for Hard to Recycle Materials (CHaRM) Feasibility Study – City of Mobile, Alabama

Dear Mr. Slater:

SCS Engineers (SCS) appreciates the opportunity to support the City of Mobile's efforts to improve the efficiency and effectiveness of your waste management programs. We understand the City is interested in conducting a feasibility study for a Center for Hard to Recycle Materials (CHaRM). We are providing the following scope of services, corresponding costs, and proposed schedule based on our understanding of your needs. Our scope of services is organized by task as follows:

- Task 1 – Benchmarking CHaRM Facilities
- Task 2 – The City of Mobile CHaRM Feasibility
- Task 3 – Cost Modeling

Please see below for an description of the scope items identified for each of these tasks.

SCOPE OF SERVICES

A description of the anticipated tasks to be completed by SCS are described below.

Task 1: Benchmarking CHaRM Facilities

SCS will review and document the resources at similar CHaRM locations in order to develop and operate a facility (from simple to comprehensive), educate the community, promote the facility, types and quantities of materials, vendor agreements/contracts, and other important lessons learned.

SCS will select up to three municipalities in addition to Baldwin County that have CHaRM facilities for the purposes of benchmarking.

SCS will collect and organize data related to the following:

- Location
- Operating hours
- Owner/operator
- Materials accepted and pricing

- Partners
- Infrastructure layout

SCS proposes visiting and surveying the following CHaRM facilities or convenience centers:

- Athens-Clark County, GA – CHaRM
- Atlanta, GA – CHaRM
- Murfreesboro, TN – Convenience Center
- Baldwin County (Fairhope, AL) – CHaRM

Additionally, SCS will summarize information for previously surveyed CHaRM facilities in Colorado, Ohio, California, and Massachusetts.

Deliverables

Draft and final report featuring profiles for each of the surveyed facilities or convenience centers, a summary of previously surveyed CHaRM facilities, and a summary of findings including population served, year established, ownership, infrastructure, materials accepted, quantity accepted, number of visitors, staffing, development costs, funding sources, and O&M costs.

Task 2: The City of Mobile CHaRM Feasibility

SCS will refine the City's charter for this project, including objectives (diversion from landfill, combat illegal dumping, HHW management, education, service hub, etc.).

For the proposed Mobile CHaRM facility, SCS will evaluate the following:

- Size of facility or site needed
- Compliance, reporting, certifications, training, continuing education for operations
- Potential locations based upon existing facility availability (fire station, Pinehill Recycling Center, etc.) and also considering illegal dumping hot spot areas.
- Permitting and other environmental, health and safety considerations
- Owner/operator
    - Owned and operated by the same entity or owned by one entity and operated by another (owned by the City, for example, but operated by a private waste management company or specialized nonprofit)
- Equipment needs (glass crushers, PPE, baler, etc.)
- Special handling, staffing, or storage
- Access type (drive-through, staffed drop-off, unstaffed drop-off)
- Recyclables to target for recovery
    - Estimate quantities of targeted recyclables that might be delivered to a CHaRM facility based on availability and capture rate
- Existing and potential end markets or reuse outlets for each material
- Risk Identification

- Market loss, processor shutdown
- Volume uncertainty, seasonal fluctuations
- Staffing, safety, regulatory risks
- Contingency planning and alternative outlets
- Contamination risks

Deliverables

Draft and final findings report featuring results for criteria and considerations listed under Task 2.

Task 3: Cost Modeling

SCS will modify our Revenue Sufficiency Analysis model to reflect the City's financial dynamics. During a virtual meeting with the City, we will review assumptions and test the financial impact of various variables on possible customer fees and costs.

Estimate annual expenditure based on variables such as the following:

- CAPEX
  - Structures for funding the CAPEX
  - Capital reserves
  - Debt financing
- Identify Potential Funding (grants, etc.)
  - Gulf of Mexico Energy Security Act (GOMESA – used for Orange Beach CHaRM)
  - ADEM recycling grant
  - SWIFR
  - Other
- O&M Costs
- Project customer fees that may need to be charged to recover costs

Deliverables

Report and Presentation - Prepare a summary report that describes the outcomes from the above listed scope items. All information will be incorporated into a PowerPoint to be presented, if desired.

ESTIMATED FEE AND SCHEDULE

SCS proposes to conduct the above-described scope for a lump sum fixed fee of $35,500. This fee includes labor and travel to visit and survey the proposed CHaRM or convenience center facilities. SCS will host and provide meeting minutes for up to four meetings: a project kickoff meeting, a meeting to debrief on the CHaRM report, a cost modeling meeting, and a final presentation featuring the outcomes of Tasks 1-3. Draft reports will be delivered within the timeframes described below. Following review of comments issued by the City within 1-2 weeks of receipt of draft reports, SCS will issue final reports within 1 week.

SCS is prepared to undertake this project within two weeks of receipt of a signed agreement from the City of Mobile. Invoices will be submitted on a monthly basis based on the actual work completed. The anticipated schedule is detailed on the table below.

Task	Fee	Anticipated Schedule
Task 1 – Benchmark CHaRM Facilities	$7,628	The CHaRM report will be completed within 3 weeks of project kickoff
Task 2 – The City of Mobile CHaRM Feasibility	$15,176	The feasibility assessment will be completed within 6 weeks after the completion of the CHaRM report
Task 3 – Cost Modeling and Final Presentation	$12,696	The cost modeling will be completed within 3 weeks after the completion of the feasibility assessment.
Total	**$35,500**	

AUTHORIZATION

To authorize SCS to perform the services described in the proposal, please sign the attached agreement for professional services and return one copy to us. The terms and conditions presented in the attached "Agreement Between SCS and Client for Professional Services" will govern our services for the contract (**Attachment A**).

Thank you for the opportunity to submit this scope of services and associated cost. Please let us know if you have questions or need additional information. We are available to discuss this scope and quote with you at your convenience.

Sincerely,

Steve D. Stewart, PE, PMP
Vice President, Project Director
SCS ENGINEERS

Joy F. Stephens, MSc
Project Manager
SCS ENGINEERS

Company ID Number:19959 Client Company ID Number:1542439

Employer Stearns Conrad & Schmidt Consulting Engineers	
Name (Please Type or Print) Alicia Day	Title
Signature Electronically Signed	Date May 26, 2020
E-Verify Employer Agent TALX Corporation	
Name (Please Type or Print) Aly Loewenstein	Title
Signature Electronically Signed	Date May 26, 2020
Department of Homeland Security - Verification Division	
Name USCIS Verification Division	Title
Signature Electronically Signed	Date May 26, 2020

CERTIFICATE OF LIABILITY INSURANCE

3/31/2027

DATE (MM/DD/YYYY)
5/21/2026

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	Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 8110 E Union Ave., Ste. 100 Denver CO 80237 denver-certs@lockton.com	**CONTACT NAME:**	
		PHONE (A/C, No, Ext):	**FAX (A/C, No):**
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	**NAIC #**
		INSURER A : Zurich American Insurance Company	16535
INSURED 1513157	SCS Engineers 3900 Kilroy Airport Way, Ste 300 Long Beach, CA 90806-6852	**INSURER B :** Steadfast Insurance Company	26387
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 23550881 **REVISION NUMBER:** XXXXXXX

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 X,C,U Included X Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y	Y	GLO 0112778-11	3/31/2026	3/31/2027	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 $ 25,000 $ 2,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE $	$ XXXXXXX $ XXXXXXX $ XXXXXXX
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	Y	WC0112779-11	4/1/2026	4/1/2027	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	Env Prof (E&O)- Prof Liab - Claims Made	N	N	PEC 0112862-11	3/31/2026	3/31/2027	Per Claim: $1,000,000 Aggregate: $1,000,000 Deductible: $100,000 per claim	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Job Number: 90000005.09, Center for Hard to Recycle Materials (CHaRM) Feasibility Study for the City of Mobile. City of Mobile is Additional Insured(s) as per the attached endorsement or policy language. Insurance provided to Additional Insured(s) is primary and non-contributory as per the attached endorsements or policy language. Waiver of subrogation applies as per the attached endorsements or policy language, where allowed by law. Notice of Cancellation applies as per attached endorsement or policy language.

CERTIFICATE HOLDER

23550881
City of Mobile
Attn: Lance Slater
PO Box 1827
Mobile, AL 36633

CANCELLATION See Attachments

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

AUTHORIZED REPRESENTATIVE

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Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 0112778-11	Effective Date: 3/31/2026

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

(1) Your ongoing operations, with respect to Paragraph **1.a.** above; or

(2) "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

(a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

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in the performance of:

(a) Your ongoing operations, with respect to Paragraph **2.a.** above; or

(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

(i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is 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, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

(3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

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B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

(1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

(2) We receive written notice of a claim or "suit" as soon as practicable; and

(3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and noncontributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

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1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; 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.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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POLICY NUMBER: GLO 0112778-11

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
ANY PERSON OR ORGANIZATION THAT REQUIRES YOU TO WAIVE YOUR RIGHTS OF RECOVERY, IN A WRITTEN CONTRACT OR AGREEMENT WITH THE NAMED INSURED THAT IS EXECUTED PRIOR TO THE ACCIDENT OR LOSS.
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 we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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Blanket Notification to Others of Cancellation or Non-Renewal

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 0112778-11	3/31/2026	3/31/2027	3/31/2026			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will or deliver such notification to each person or organization shown in the list:

1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
   a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
   b. Non-renewal, but not including conditional notice of renewal.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

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Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
	[|CAUEFF1|]	[|CAUEXP1|]	[|CAUEFF1|]		**INCL**	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;

2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and

3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or

2. At least 30 days prior to the effective date of:

a. Cancellation, if cancelled for any reason other than nonpayment of premium; or

b. Non-renewal, but not including conditional notice of renewal.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;

2. Negate the cancellation or non-renewal; or

3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

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WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 04 03 06 (Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on: 4/1/2026 at 12:01 A.M. standard time, forms a part of

Policy No. WC0112779-11 Endorsement No.

of the: Zurich American Insurance Company

issued to: SCS Engineers

Premium (if any) $

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.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	**Job Description**
ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION	

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement adds the following to Part Six of the policy.

PART SIX
CONDITIONS

Blanket Notification to Others of Cancellation or Nonrenewal

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
   a. Must be provided to us prior to cancellation or non-renewal;
   b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
   c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
   a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
   b. At least 30 days prior to the effective date of:
      (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
      (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
   a. Extend the policy cancellation or non-renewal date;
   b. Negate the cancellation or non-renewal; or
   c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 4/1/2026 Policy No. WC0112779-11 Endorsement No.
Insured: Stearns, Conrad and Schmidt, Consulting Engineers, Inc. Premium $

Insurance Company Zurich American Insurance Company

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CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CHaRM Feasibility Study

CAPITAL PROJECT # C0156 **DATE OF RECEIPT** _____

DEPT. PROJECT # _____

PROJECT DESCRIPTION Conduct feasibility study for a Center for Hard Recycle Materials

CONTRACT AMOUNT $ 35,500.00

VENDOR NAME Stearns, Conrad and Schmidt Consulting Engineers

VENDOR NUMBER 298029

DEPT # 1500 **DEPT NAME** Public Safety

CONTRACT ADMINISTRATOR Lance Slater

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	NonContractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ N X ; 5% of the 1st 50% _____ or If different, indicate special rate_____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

****General Construction requires Change Order for 10% overages*.**

Prepared by: _____ **Date** 6/4/2026

Revised 5/16/2022 Tiffany Hollins

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

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

Name of company: Stearns, Conrad and Schmidt Consulting Engineers, Inc.

Not to exceed cost: $35,500.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: June 9, 2026

Submitted by:
Scott Kearney, Chief Technology Officer

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
Utilize the NASPO ValuePoint Wireless Voice, Data, and Accessories Master Agreement #MA176 with T-Mobile USA, of which the State of Alabama is a participating member. The Government Unlimited Advanced Plan is $8/month/user less than other providers, while the T-Priority Advanced Plan provides satellite service that other providers do not offer. The satellite feature is a key component for communication in the City's Emergency Action Plan.

Amount of Contract:

Funding Source

ATTACHMENTS:
1. Resolution
2. Cover Letter
3. Rider Agreement
4. Certificate of Insurance
5. NASPO_ValuePoint_Contract-MA176
6. State of Alabama Participating Addendum NASPO ValuePoint MA176

REVIEWERS:
Scott Kearney
Scott Kearney
Donna Bryars
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby, authorize consent and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and T-Mobile USA, Inc., for two years, for wireless cellular services and equipment, as outlined in the contract attached hereto and made a part hereof as though set forth in full.

Adopted:

_____

City Clerk

May 15, 2026

Re: T-Mobile Smartphone Cellular Service

I am requesting approval for the City to utilize the NASPO ValuePoint Wireless Voice, Data, and Accessories Master Agreement #MA176 with T-Mobile USA, of which the State of Alabama is a participating member. Under this agreement, the City will adopt the Government Unlimited Advanced and T-Priority Advanced rate plans.

The Government Unlimited Advanced Plan is $8/month/user less than other providers, while the T-Priority Advanced Plan provides satellite service that other providers do not offer. The satellite feature is a key component for communication in the City's Emergency Action Plan.

This agreement between T-Mobile USA and the City will provide wireless voice and data services and equipment for a two-year term.

Scott Kearney

_____

Chief Technology Officer

Docusign Envelope ID: D5EDFA56-FF62-87AA-823F-72A1DCE2D792

Rider Agreement No. 4748578

This Rider Agreement ("Agreement") is by and between T-Mobile USA, Inc., a Delaware corporation ("T-Mobile" or "Contractor"), and City of Mobile, with its principal place of business at 205 Government St., Mobile, AL 36602 ("Customer").

1. GENERAL.

1.1 T-Mobile currently offers Devices and Services to the Wireless Voice, Data & Accessories through the NASPO ValuePoint Master Agreement No. MA176, July 1, 2019, and the State of Alabama NASPO Participating Addendum, State Contract No. 999 200000000297 as amended (the Contract and all existing and future Amendments are collectively, the "Master Agreement"). The parties agree that the Master Agreement is fully incorporated herein by reference.

1.2 Customer certifies that it is an eligible purchaser under the Master Agreement. T-Mobile will provide the Devices and Services identified in the Master Agreement to the Customer at the prices and under the terms specified in the Master Agreement.

1.3 The terms and conditions of this Agreement or the Master Agreement will not be modified or superseded by any terms and conditions in a Customer generated Purchase Order. Purchase Orders will have no force or effect other than to denote quantity, the products or services purchased, delivery destinations, requested delivery dates and any other information required by this Agreement.

1.4 In the event the Master Agreement is terminated or expires and is not renewed prior to the expiration of the Term of this Agreement, T-Mobile may enter into a follow-on master agreement for the period after termination or expiration of the Master Agreement (a "New Master Agreement"), in which case the New Master Agreement will be substituted for the existing Master Agreement for the remainder of the Term, and the terms and conditions of the New Master Agreement shall supersede and replace the terms of the existing Master Agreement. In the event that the Master Agreement is terminated or expires and is not renewed prior to the expiration of the Term, and T-Mobile does not enter into a New Master Agreement, then Customer and T-Mobile will (i) mutually agree to amend this Agreement in order to transition it under another available master agreement to be substituted for the Master Agreement; or (ii) enter into a mutually agreeable alternative agreement to be substituted for the Master Agreement.

1.5 Notwithstanding anything to the contrary in this Agreement, following the expiration of a line's Service Period, T-Mobile will continue to provide the Services to Customer for such line under the pricing, discounts and other terms and conditions set forth in this Agreement, or, with 30 days' advance notice to Customer, at standard list pricing, until either party provides 30 days' advance written notice to terminate the Service for such line.

2. TERM. This Agreement is binding once signed by both parties ("Agreement Effective Date"). The term of the Agreement is twenty four (24) months ("Term"), beginning on the Agreement Effective Date.

3. ADDITIONAL PROVISIONS.

3.1 Master Agreement Terms. Customer accepts all pricing, terms and conditions of the Master Agreement "as is," without any additions, deletions, or modifications, with the exception of the further negotiated terms between Customer and T-Mobile herein.

3.2 Negotiated Terms. T-Mobile and Customer acknowledge and agree the following negotiated terms shall apply:

A. Exhibits. The following Exhibit is incorporated into this Agreement by reference and attached hereto:

Exhibit 1: PRICING FOR WIRELESS SERVICES
Exhibit 2: RESOLUTION

3.3 Defined Terms. Capitalized terms will have the meanings assigned in the Agreement or in the Master Agreement.

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3.4 Order of Precedence. If any conflict or inconsistency exists between or among provisions within the documents that form the Agreement, the following order of precedence will apply: (a) this Agreement, including all relevant attachments; and (b) the Master Agreement. Furthermore, specific terms will control over general provisions and separately negotiated or added terms, conditions or pricing will control over standardized, posted or non-negotiated terms, conditions and pricing.

4. This Agreement is executed by each party's authorized representative as of the Agreement Effective Date.

Customer: City of Mobile	Contractor: T-Mobile USA, Inc.
Signature:	Signature: DocuSigned by: [redacted]
Printed Name:	Printed Name: David Bezzant
Title:	Title: Vice President
Date:	Date: 6/2/2026
	Reviewed and Acknowledged: DocuSigned by: [redacted] T-Mobile USA, Inc. Legal Department Date:

Docusign Envelope ID: D5EDFA56-FF62-87AA-823F-72A1DCE2D792

EXHIBIT 1
PRICING FOR WIRELESS SERVICES

Network Management: during congestion, heavy data users (>50gb/month for most rate plans) may notice reduced speeds until next bill cycle due to data prioritization. See www.t-mobile.com for additional details.

1. **Offer/Pricing:** Customer agrees to order the following lines of Service and, if applicable, Devices. Amounts below do not include any applicable taxes and surcharges:

Voice & Data Plans			
Rate Plan	**Description**	**Monthly Recurring Charge/Line of Service** (After Eligible 15% Contract Discount)	**Service Period Length** (months)
Government Unlimited Advanced	• Unlimited talk, text, and data on our advanced network with no data overages. • Scam Shield™ app. with Scam ID and Scam Block. • Call, text, and use up to 5GB of High Speed data in Mexico and Canada at no extra charge. • Unlimited text and 2G data roaming in more than 215+ countries and destinations, and 5GB high-speed data in select countries. • Unlimited domestic data roaming and unlimited video streaming in SD quality • 51GB of High Speed hotspot data (with unlimited max 3G hotspot speeds thereafter) • Free texting and a free hour of In-Flight Connection-enabled flights, plus 4 full-flight streaming sessions per year. • During congestion, a small fraction of customers using >100GB. may notice reduced speeds until next bill cycle due to data prioritization. Video typically streams on smartphone/tablet in SD quality (480p) unless you enable HD Video (1080p).	$29.75	24

(a) Billing Incentive Credit. Customer is eligible to receive the following Billing Incentive Credits ("BICs") for each new line of Service activated under the Government Unlimited Advanced rate plan listed above on or before December 31, 2026:

(i) $50 BIC per line of Service activated with a Subsidized Device.

(ii) $200 BIC per line of Service activated on a Bring Your Own Device ("BYOD") basis. BYOD BICs are available only for SIM-only activations.

(b) Subsidized Device.* Customer is eligible to receive one of the following Subsidized Devices at no additional charge for each new line of Service activated under the Government Unlimited Advanced rate plan listed above:

(i) Apple iPhone 17e

(ii) Samsung S25 FE

(c) Accessories. Customer is eligible to receive the following accessories at no additional charge for each new line of Service activated under the Government Unlimited Advanced rate plan listed above:

(i) Device Case

(ii) Screen Protector

(iii) Wall Charger

Docusign Envelope ID: D5EDFA56-FF62-87AA-823F-72A1DCE2D792

T-Priority Voice & Data Plans			
Rate Plan	Description	Monthly Recurring Charge/Line of Service (After Eligible 15% Contract Discount)	Service Period Length (months)
T-Priority Advanced (Voice)	• Unlimited talk, text, and high-speed data. • Includes 61 GB high-speed mobile hotspot data • Unlimited international texting, low-rate calling, unlimited talk, text, and up to 5GB of 4G LTE data in Canada and Mexico, then speeds at up to 256kbps and Scam Shield Premium. • Not Subject to the prioritization threshold • Priority Access, Preemption and Basic Performance Baseline for WPS-enrolled first responders, plus automated WPS enrollment. • Compatible with T-Priority SLICE. • For use with smartphones. • T-Satellite service included on eligible plans and devices	$39.50	24

(a) Billing Incentive Credit. Customer is eligible to receive the following Billing Incentive Credits ("BICs") for each new line of Service activated under the T-Priority Advanced (Voice) rate plan listed above on or before December 31, 2026:

(i) $150 BIC per line of Service activated with a Subsidized Device.

(b) Subsidized Device.* Customer is eligible to receive one of the following Subsidized Devices at no additional charge for each new line of Service activated under the T-Priority Advanced (Voice) rate plan listed above:

(i) Apple iPhone 17e

(ii) Samsung S25 FE

(c) Accessories. Customer is eligible to receive the following accessories at no additional charge for each new line of Service activated under the T-Priority Advanced (Voice) rate plan listed above:

(i) Device Case

(ii) Screen Protector

(iii) Wall Charger

* Subsidized Devices are subject to availability. T-Mobile reserves the right to substitute an equivalent device at its discretion.

To qualify for the applicable BIC(s), Customer must activate a minimum of 425 new lines of Service under any combination of the above-listed rate plans on or before June 30, 2026 (the "Minimum Line Commitment"). Customer must maintain each activated line of Service in active status, without suspension, for at least twenty-four (24) consecutive months (the "Service Period"), beginning on the applicable line's activation date.

BICs will be applied to Customer's Master Account following satisfaction of the applicable activation requirements and are expected to appear on Customer's invoice within one (1) to two (2) billing cycles.

Once Customer satisfies the Minimum Line Commitment, Customer will remain eligible for the applicable BICs for any additional new lines of Service activated under one of the above-listed rate plans on or before December 31, 2026.

BICs will not apply to activations occurring after December 31, 2026. If Customer fails to satisfy the foregoing requirements, T-Mobile may, in its sole discretion, charge back the full amount of any previously applied BICs.

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2. (a) Requirements to qualify for Device Discount/Subsidy; Clawback.

- For the Device Discount/Subsidy to be effective, Customer must purchase a Device from T-Mobile with an activated line of Service based on the rate plan listed above under its Master Account. Each line of Service must be activated and maintained for the entire Service Period applicable to such line, without any suspension or termination of any line of Service that received the Device Discount/Subsidy (except as provided below in this subsection (a)).

- Customer agrees that it cannot change or move the lines of Service with a Device Discount/Subsidy to a different or lower Rate Plan during the applicable Service Period and if it does, Customer will reimburse T-Mobile for the Device Discount/Subsidy received, as set forth in subsection (c) below.

- Each line of Service and each Device purchased must be activated in accordance with the terms of the Master Agreement.

- This Device Discount/Subsidy cannot be combined with any other discount or promotional offers.

- Customer's account must remain in good standing with T-Mobile to receive the Device Discount/Subsidy.

(b) Device Discount/Subsidy on Customer's Master Account. Subject to the requirements in the subsection (a) above, T-Mobile will issue the Device Discount/Subsidy when Customer submits an order to T-Mobile under its Master Account.

(c) Device Discount/Subsidy Term/Termination; Device Discount/Subsidy Repayment. If any line of Service that received a Device Discount/Subsidy is terminated or suspended (without reactivation) prior to the end of its applicable Service Period, then Customer agrees to reimburse T-Mobile a pro rata portion of the Device Discount/Subsidy equal to: (i) $1/24^{th,}$ of the discounted or subsidized amount, multiplied by (ii) the number of months remaining in the applicable Service Period (i.e., the number of uncompleted months of the Service Period). T-Mobile will charge Customer the repayment amount of the Device Discount/Subsidy for each line of Service terminated before the end of the applicable Service Period on Customer's monthly bill.

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EXHIBIT 2
RESOLUTION

[Place Holder]

CERTIFICATE OF LIABILITY INSURANCE

5/1/2027

DATE (MM/DD/YYYY) 6/3/2026

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 Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 Three City Place Dr., Ste. 900 St. Louis MO 63141-7081 (314) 432-0500 midwestcertificates@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1358772 T-Mobile US, Inc. Its Subsidiaries and Affiliates, including Sprint Corporation 12920 SE 38th Street Bellevue WA 98006	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Continental Casualty Company — 20443 **INSURER B :** The Continental Insurance Company — 35289 **INSURER C :** Transportation Insurance Company — 20494 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 23591131 **REVISION NUMBER:** XXXXXXX

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 [ ] PRO-JECT [X] LOC OTHER:	Y	Y	7012343900	5/1/2026	5/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 10,000,000 $ 10,000,000 $ 25,000 $ 10,000,000 $ 20,000,000 $ 20,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	7012343878	5/1/2026	5/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X **UMBRELLA LIAB** X OCCUR	N	N	7014886953	5/1/2026	5/1/2027	EACH OCCURRENCE	$ 5,000,000
B	**EXCESS LIAB** CLAIMS-MADE			SIR applies per policy terms & conditions			AGGREGATE	$ 5,000,000
B	DED X RETENTION $ 10,000							$ XXXXXXX
B B C	**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	N	7012343895 (AOS) 7012343881 (CA) 7012447142 (AZ,MA,WI)	5/1/2026 5/1/2026 5/1/2026	5/1/2027 5/1/2027 5/1/2027	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 2,000,000 $ 2,000,000 $ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder and other entities defined by written contract, statute, permit application or written agreement are additional insureds on a primary and non-contributory basis under general liability and are additional insured under automobile liability as required by written contract. Waiver of Subrogation applies under general liability and automobile liability as required by written contract. **See Attached Endorsements**

CERTIFICATE HOLDER

23591131
City of Mobile, Alabama
Attn: Scott Kearney
205 Government Street
Mobile AL 36602

CANCELLATION See Attachments

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

AUTHORIZED REPRESENTATIVE

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City of Mobile, Alabama Attn: Scott Kearney
205 Government Street
Mobile AL 36602

IMPORTANT NOTICE

Dear Certificate Holder for T-Mobile and its subsidiaries (including Sprint):

In our continued effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance going forward.

To ensure future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID 23591131

- Email: *stl-edelivery@lockton.com*
- Phone: *314-812-3888*

If we do not receive your email address via one of the above methods prior to the client's next renewal, we will assume you no longer need the certificate.

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

The above inbox is for collecting email addresses for renewal electronic certificate delivery ONLY. You will not receive a response from this inbox.

Thank you for your cooperation.

Lockton Companies

CNA

POLICY HOLDER NOTICE – COUNTRYWIDE

It is understood and agreed that:

If the Named Insured has agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if the Insurer cancels a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by the Insurer to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon the Insurer or the Agent of Record.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

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NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

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DocuSign Envelope ID: CB963A55-DA9B-4FEF-8EF1-A4061175D1CC

STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 9

CONTRACT #: MA176

Starting Date: 7/1/2019

Expiration Date (before this amendment): 8/11/2024

Expiration Date (changed to by this amendment): 8/11/2029

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and **T-Mobile USA, Inc.** (Referred to as CONTRACTOR).

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

[*Note: the following changes are to amend the NASPO Master Agreement*.]

1. The contract's expiration date is hereby changed from 08/11/2024 to **08/11/2029**.

2. The parties agree as follows: Add the "**SASE** by Versa" solution – see the attached, completed "Attachment M New Product Request Form". The "SASE by Versa" solution shall be subject to the license agreements distributed with the solution; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control.

3. The parties agree as follows: Add the "**Ivanti** fleet, asset and workforce management platform" solution – see the attached, completed "Attachment M New Product Request Form". The "Ivanti fleet, asset and workforce management platform" solution shall be subject to the license agreements distributed with the solution; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control.

4. The parties agree as follows: Add the "**Jamf Pro** Mobile Device Management" solution – see the attached, completed "Attachment M New Product Request Form". The "Jamf Pro Mobile Device Management" solution shall be subject to the license agreements distributed with the solution; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control.

5. The parties agree as follows: Add the "**Samsung Knox Manage**" Mobile Device Management solution – see the attached, completed "Attachment M New Product Request Form". The "Samsung Knox Manage" solution shall be subject to the license agreements distributed with the solution; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control.

Effective Date of Amendment: 2/12/2024

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR		STATE OF UTAH	
DocuSigned by: 8F686CC9343743C... Contractor's Signature	2/2/2024 Date	DocuSigned by: C38BE9DAC528424... Director, State of Utah Division of Purchasing	2/2/2024 Date
David Bezzant Contractor's Name (Print)			
Vice President Title (Print)			

Approved by:

DocuSigned by:
B690B61B18D2433...
T-Mobile Legal Dept

For Division of Purchasing Internal Use			
Purchasing Agent	Phone #	E-mail Address	**Contract #**
Marci Woodward	801-957-7145	mwoodward@utah.gov	MA176 (Amd #9)

DocuSign Envelope ID: CB963A55-DA9B-4FEF-8EF1-A4061175D1CC

NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

DATE: November 27, 2023

ATTN: Marci Woodward
NASPO ValuePoint Contract Administrator

RE: NASPO ValuePoint Master Service Agreement #MA176 (the "Contract") with T-Mobile USA, Inc. ("Contractor" or "T-Mobile")

Dear Ms. Woodward:

Action Requested:

Contractor requests to add the product(s) and/or service(s) referenced in this document (collectively, the "Products") to the Contract.

Action Log: __X____Verify Log is attached

PRODUCTS: T-Mobile SASE (Secure Access Service Edge) provided by Versa, a third-party provider ("Third-Party Provider" or "Versa")

PRODUCT OVERVIEW:

T-Mobile SASE offers a set of security capabilities that protects access for the work-from-anywhere workforce and remote devices (e.g. IoT, routers, fixed wireless) with a suite of advanced security capabilities on a single, unified platform for a simpler, scalable, and cost-effective solution.

T-Mobile SASE provides this protection through the capabilities of Private Access and Secure Internet Access while offering two authentication options.

Private Access uses a modern secure connection that enables protected access to company apps and data. It offers the following features:

- User Authentication and authorization offering least privileged access, ensuring only authorized users gain access to the application required.
- Direct access to cloud-hosted applications from the T-Mobile cloud gateway.

Secure Internet Access (SIA) offers a suite of advanced security capabilities that safeguards users and their data when using the internet. It offers the following features:

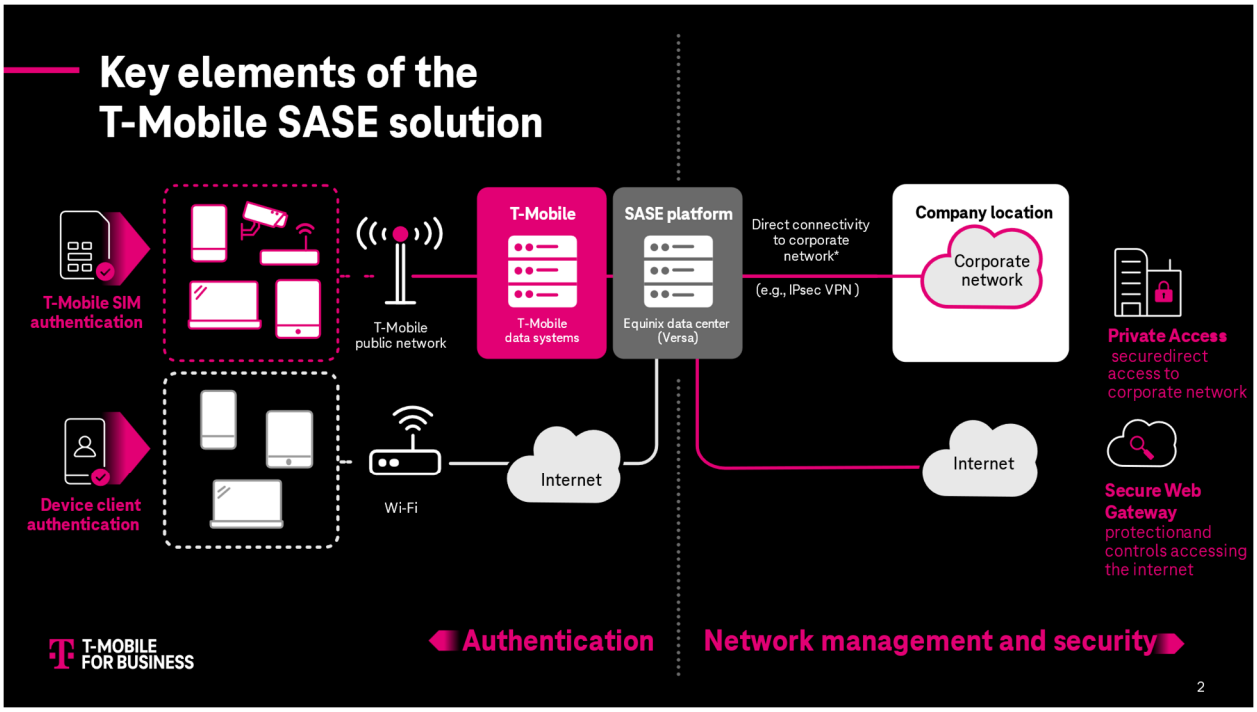
DocuSign Envelope ID: CB963A55-DA9B-4FEF-8EF1-A4061175D1CC

- Next-generation firewall to inspect traffic for threats as it comes from the internet to keep the threat from making it to the user's device or organization's intranet. Traffic inspection is looking for ransomware, malware, and viruses.
- Content filtering restricts access to websites, reducing threats of visiting a malicious site as well as potential time-wasting personal browsing.

Two Authentication Options

T-Mobile SASE offers two options to authenticate and safeguard access for users and devices. An organization could have some workers with one or the other, or both, depending on the use case, type of device, and work situation:

- T-SIMsecure (clientless) is an Industry 1st- unique to T-Mobile. T-SIMsecure integrates with the T-Mobile network to provide automatic authorization for access and protection, for a single device when on the T-Mobile network by using the T-Mobile SIM card.
- SASE device client provides authorized access and protections to users when connected to Wi-Fi or another cellular network.



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NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

Describe how the product falls with the Scope of the Master Agreement:

This product is a Secure LAN Access Solution under Category 3.N.

NEW PRODUCT TERMS AND CONDITIONS. Attach any Terms and Conditions that apply to this product (such as ULA, Policy, Product Terms and Conditions). Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations. Any third-party product provider must agree to the Master Agreement Terms and Conditions.

Customer's use and/or purchase of SASE will be subject to, and shall be deemed acceptance by Customer of, the terms and conditions of the T-Mobile for Government ("TfG") SASE Solution Addendum located at https://www.t-mobile.com/business/terms-and-conditions which is hereby incorporated by reference and made a part of the Contract.

T-Mobile is solely providing Customer with access to the SASE solution, which may be accessed through the Versa Client App, a product of Versa, a third-party provider ("Third-Party Provider" or "Versa"). Customer's use of the Versa Client App is subject to acceptance of the Versa terms of use (the "Third-Party Terms") in the manner required by Versa and available at https://versa-networks.com/documents/Versa-Networks-EULA-End-User-License-Agreement.pdf and requires Customer to download the Versa Client App from Apple App Store or Google Play Store. The Third-Party Terms may be updated by Versa from time to time. If Customer does not agree to the Third-Party Terms, Customer will not be able to use the Versa Client App to access the SASE Services. When not on the T-Mobile network, Users are required to use the Versa App to access the SASE Services. The Third-Party Terms are solely between Versa and Customer. T-Mobile is not bound by, and does not assume any obligations, commitments or liability under the Third-Party Terms. T-Mobile does not control and is not responsible or liable for how the Versa App transmits, accesses, stores, or uses Customer data.

BILLING

Any Product added to the NASPO ValuePoint Master Agreement must be billed by the Master Agreement Contractor and not by any third party.

T-Mobile will invoice for the SASE monthly recurring charges on a monthly billing cycle in accordance with the Contract. Devices for SASE are sold separately.

DocuSign Envelope ID: CB963A55-DA9B-4FEF-8EF1-A4061175D1CC

NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

COST:
Include a cost matrix to include NASPO ValuePoint contract pricing.

Service or Feature	Description	Commercially Available Price per Line/Month
	Secure Access Service Edge (SASE)	
SASE PrvAc SWG TSIM clt CTM Voice	T-Mobile SASE Private Access and Secure Internet Service TSIM license provides a single use T-Mobile SIM fixed wireless internet Device with secure, direct connectivity to the organization's network or to the Internet with a suite of security features. Usage not to exceed the maximum 100 gigabytes per month/license.**	$10.49
SASE PrvAc SWG TSIM clt CTM MI	T-Mobile SASE Private Access and Secure Internet Service TSIM license provides a single use T-Mobile SIM fixed wireless internet Device with secure, direct connectivity to the organization's network or to the Internet with a suite of security features. Usage not to exceed the maximum 100 gigabytes per month/license.**	$10.49

* Monthly recurring charge is net of all discounts. No other service discounts will apply. Monthly Recurring Charge(s) ("MRC") and setup charges do not include taxes, fees, or surcharges that may apply. Devices for SASE are sold separately. SASE does not protect hotspot or tethered traffic.
** Does not apply to Connecting Heroes and first responder rate plans.
*** Network Management: During congestion, heavy data users (>50GB/month for most Rate Plans) may notice reduced speeds until next bill cycle due to data prioritization. See www.t-mobile.com for additional details.

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DocuSign Envelope ID: CB963A55-DA9B-4FEF-8EF1-A4061175D1CC

NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

APPROVAL:

Upon signature, NASPO ValuePoint approves the addition of the product(s) and/or service(s) referenced herein to the Contract.

Upon signature, Contractor assures that all product(s) and/or service(s) referenced herein meet the terms and conditions of the Contract and understands that NASPO ValuePoint reserves the right to audit Contractor for compliance in accordance with the terms and conditions of the Contract. NASPO ValuePoint also reserves the right (a) to request additional information with respect to the product(s) and/or service(s) throughout the life of the Contract if in the best interest of NASPO ValuePoint.

Contract Vendor:

BY: DocuSigned by: 8F686CC9343743C...

NAME: David Bezzant

TITLE: Vice President

DATE: 11/27/2023

Approved in form by:
DocuSigned by: Katie Jeter-Boldt
T-Mobile Legal Department

NASPO ValuePoint:

BY: _____

NAME: _____

TITLE: _____

DATE: _____

DocuSign Envelope ID: CB963A55-DA9B-4FEF-8EF1-A4061175D1CC

NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

ACTION LOG

Submit updated Action Log with each Request. Log must provide history of previous requests.

CONTRACT VENDOR: T-Mobile USA, Inc.

Contact Name and Email (for questions): Shannon.Hewitt-Tapp@T-Mobile.com

DATE: November 27, 2023

DATE SUBMITTED	ACTION REQUESTED:	DATE APPROVED
3/30/21	Dialpad Product Addition	3/31/21
9/22/21	Spireon Product Addition	9/23/21
9/24/21	Control Center IoT Product Addition	10/6/21
10/17/22	VASTLocate Product Addition	10/19/22
10/17/22	MarketSpark Product Addition	10/19/22
10/17/22	Ooma AirDial Product Addition	10/19/22
4/13/2023	Multiline Product Addition (Amendment #6)	5/10/2023
6/23/2023	Inseego Connect Manager Product Addition (Amendment #7)	7/27/2023
8/30/2023	Mystic Message Archival provided by 3rd Eye Product Addition (Amendment #8)	10//27/2023
11/27/2023	T-Mobile SASE (Secure Access Service Edge) provided by Versa	

DocuSign Envelope ID: CB963A55-DA9B-4FEF-8EF1-A4061175D1CC

NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

DATE: December 15, 2023

ATTN: Marci Woodward
NASPO ValuePoint Contract Administrator

RE: NASPO ValuePoint Master Service Agreement #MA176 (the "Contract") with T-Mobile USA, Inc. ("Contractor" or "T-Mobile")

Dear Ms. Woodward:

Action Requested:

Contractor requests to add the product(s) and/or service(s) referenced in this document (collectively, the "Products") to the Contract.

Action Log: __X__ Verify Log is attached

PRODUCTS: Ivanti (the "Solution") is a cloud-based fleet, asset and workforce management platform and solution provided by Ivanti, LLC, a third-party provider (the "Third-Party Provider").

PRODUCT OVERVIEW:

Ivanti Neurons for MDM and UEM is an industry-leading mobile device management (MDM) solution for smartphones, tablets, laptops, and desktops (Android, iOS, macOS, Windows).

- Like most MDM solutions, Ivanti Neurons for MDM enables a company administrator to easily manage devices, apps, access, and security policies from a single console. Advanced mobile security features are available as an upgrade.
- Unlike most other MDMs, Ivanti offers:
  - Advanced IT service management tools such as automated troubleshooting in a plan called "Ivanti Neurons for UEM".
  - A Mobile Threat Detection (MTD) app integrated into the MDM solution that can be added on with any of their MDM plans. MTD constantly monitors a device to detect any threats such as virus or malware that the user may have accidentally downloaded.

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NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

Key Features:

- Quickly and easily onboard devices and provision them over the air with all the apps, settings and security configurations required.
- Simply, securely manage any app on virtually any device- smartphones, tablets, laptops, desktops – from a single, cloud-based console.
- Easily create profiles, set and enforce policies, and manage access and restrictions.
- Distribute and manage enterprise apps and permissions; even enable secure access to business apps for others (e.g. contractors).
- Remotely locate, lock, and wipe lost or stolen devices.
- Add-on Mobile Threat Defense, an app that protects and remediates against known and zero-day threats on mobile devices.
- Real-time visibility and reports on user activity, security status, compliance verification, and more from one dashboard.
- Add advanced IT service management tools (with Ivanti Neurons for UEM).
- MDM/UEM: T-Mobile for Business-led deployment and support.

Describe how the product falls with the Scope of the Master Agreement:

This product is a Mobile Device Management solution under Category 3.B.

NEW PRODUCT TERMS AND CONDITIONS. Attach any Terms and Conditions that apply to this product (such as ULA, Policy, Product Terms and Conditions). Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations. Any third-party product provider must agree to the Master Agreement Terms and Conditions.

Customer's use and/or purchase of Ivanti (the "Solution") will be subject to, and shall be deemed acceptance by Customer of, the terms and conditions of the T-Mobile for Government ("TfG") Ivanti Solution Addendum located at https://www.t-mobile.com/business/terms-and-conditions which is hereby incorporated by reference and made a part of the Contract.

T-Mobile is solely providing Customer with access to the Ivanti solution, a product of Ivanti, LLC, a third-party provider ("Ivanti, LLC"). Customer's use of the Solution is subject to acceptance of the Ivanti End User License and Services Agreement found at https://www.ivanti.com/company/legal/eula (the "Third-Party Terms"). The Third-Party Terms may be updated at any time, without notice, by the Third-Party Provider. T-Mobile is not bound by, and does not assume any obligations, commitments or liability under the Third-Party Terms.

#

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NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

BILLING

Any Product added to the NASPO ValuePoint Master Agreement must be billed by the Master Agreement Contractor and not by any third party.

T-Mobile will invoice for the Invanti service charges on a monthly billing cycle. The total subscription cost is non-refundable. Unless otherwise indicated on an order, Customer agrees to pay T-Mobile for all purchased licenses on a monthly basis in accordance with the Contract.

COST:

Include a cost matrix to include NASPO ValuePoint contract pricing.

Solution	Description	Commercially Available Price per License/Month*
Ivanti Mobile Manage and Protect GOV	Must be new MDM customer to Ivanti. Min of 20 and max of 2K licenses	$5.50
Ivanti Neurons MDM Dvc Cld Annl Term Bill Mthly Under 500 GOV	Minimum of 20 licenses	$4.00
Ivanti Neurons MDM User Cl Annl Term Bill Mthly Under 500 GOV	Minimum of 20 licenses. 5 device per user	$6.00
Ivanti Neurons MDM Prem Dvc Cld Annl Term Bill Mthly Under 500 Mthly GOV	Minimum of 20 licenses.	$7.50
Ivanti Neurons MDM Prem User Cld Annl Term Bill Mthly Under 500 GOV	Minimum of 20 licenses. 5 device per user	$12.00
Ivanti Mobile Threat Def Cld Lookout Annl Term Bill Mthly Under 500 GOV Add On	Minimum of 20 licenses.	$6.00
Ivanti Neurons UEM Prem Dvc Cld Annl Term Bill Mthly Under 500 GOV	Minimum of 20 licenses.	$8.58
Ivanti Neurons UEM Dvc Cld Annl Term Bill Mthly Under 500 GOV	Minimum of 20 licenses.	$4.92
Ivanti CCPS Support Basic Plus Mthly GOV Add-On	Mobile Device Management Subscription	$0.60
Ivanti CCPS Support Advanced Mthly GOV Add-On	Mobile Device Management Subscription	$1.00
Ivanti Neurons MDM Dvc Cld Annl Term Bill Mthly 500 plus GOV	Minimum of 20 licenses	$3.40
Ivanti Neurons MDM User Cl Annl Term Bill Mthly 500 plus GOV	Minimum of 20 licenses. 5 device per user	$5.10
Ivanti Neurons MDM Prem Dvc Cld Annl Term Bill Mthly 500 plus GOV	Minimum of 20 licenses.	$6.38

DocuSign Envelope ID: CB963A55-DA9B-4FEF-8EF1-A4061175D1CC

NASPO ValuePoint

NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

Ivanti Neurons MDM Prem User Cld Annl Term Bill Mthly 500 plus GOV	Minimum of 20 licenses. 5 device per user	$10.20
Ivanti Mobile Threat Def Cld Lookout Annl Term Bill Mthly 500 plus GOV Add-On	Minimum of 20 licenses.	$5.10
Ivanti Neurons UEM Prem Dvc Cld Annl Term Bill Mthly 500 plus GOV	Minimum of 20 licenses.	$7.30
Ivanti Neurons UEM Dvc Cld Annl Term Bill Mthly 500 plus GOV	Minimum of 20 licenses.	$4.18
		Non-recurring
Ivanti CCPS Deployment Light GOV	One-time deployment fee	$500.00
Ivanti CCPS Deployment Professional Std GOV	One-time deployment fee	$1,000.00
Ivanti CCPS Deployment Professional Advanced GOV	One-time deployment fee	$5,000.00

** Monthly recurring charge is net of all discounts. No other service discounts will apply. Monthly Recurring Charge(s) ("MRC") and setup charges do not include taxes, fees, or surcharges.*

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DocuSign Envelope ID: CB963A55-DA9B-4FEF-8EF1-A4061175D1CC

NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

APPROVAL:

Upon signature, NASPO ValuePoint approves the addition of the product(s) and/or service(s) referenced herein to the Contract.

Upon signature, Contractor assures that all product(s) and/or service(s) referenced herein meet the terms and conditions of the Contract and understands that NASPO ValuePoint reserves the right to audit Contractor for compliance in accordance with the terms and conditions of the Contract. NASPO ValuePoint also reserves the right (a) to request additional information with respect to the product(s) and/or service(s) throughout the life of the Contract if in the best interest of NASPO ValuePoint.

Contract Vendor:

BY: DocuSigned by: 8F686CC9343743C...

NAME: David Bezzant

TITLE: Vice President

DATE: 12/15/2023

Approved in form by:
DocuSigned by:
Florick Dino
T-Mobile Legal Department

NASPO ValuePoint

BY: _____

NAME: _____

TITLE: _____

DATE: _____

DocuSign Envelope ID: CB963A55-DA9B-4FEF-8EF1-A4061175D1CC

NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

ACTION LOG

Submit updated Action Log with each Request. Log must provide history of previous requests.

CONTRACT VENDOR: T-Mobile USA, Inc.

Contact Name and Email (for questions): Shannon.Hewitt-Tapp@T-Mobile.com

DATE: December 15, 2023

DATE SUBMITTED	ACTION REQUESTED:	DATE APPROVED
3/30/21	Dialpad Product Addition	3/31/21
9/22/21	Spireon Product Addition	9/23/21
9/24/21	Control Center IoT Product Addition	10/6/21
10/17/22	VASTLocate Product Addition	10/19/22
10/17/22	MarketSpark Product Addition	10/19/22
10/17/22	Ooma AirDial Product Addition	10/19/22
4/13/2023	Multiline Product Addition (Amendment #6)	5/10/2023
6/23/2023	Inseego Connect Manager Product Addition (Amendment #7)	7/27/2023
8/30/2023	Mystic Message Archival provided by 3rd Eye Product Addition (Amendment #8)	10//27/2023
11/27/2023	T-Mobile SASE (Secure Access Service Edge) provided by Versa	
12/15/2023	Ivanti MDM provided by Ivanti, LLC	
12/15/2023	Samsung Knox Manage provided by Samsung Electronics Co., Ltd.	
12/15/2023	Jamf Pro provided by San Luis Aviation, Inc.	

DocuSign Envelope ID: CB963A55-DA9B-4FEF-8EF1-A4061175D1CC

NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

DATE: December 15, 2023

ATTN: Marci Woodward
NASPO ValuePoint Contract Administrator

RE: NASPO ValuePoint Master Service Agreement #MA176 (the "Contract") with T-Mobile USA, Inc. ("Contractor" or "T-Mobile")

Dear Ms. Woodward:

Action Requested:

Contractor requests to add the product(s) and/or service(s) referenced in this document (collectively, the "Products") to the Contract.

Action Log: ___X__Verify Log is attached

PRODUCTS: Jamf Pro is a mobile device management (MDM) solution for Apple Devices (the "Solution") provided by San Luis Aviation, Inc. (the "Third-Party Provider").

PRODUCT OVERVIEW:

T-Mobile provides Jamf Pro, a Mobile Device Management solution which provides enterprise-level features and functionalities. Manage Apple iPhones, Mac, iPad, and Apple TV devices. T-Mobile for Business-led deployment and support.

- Jamf Pro provides the ability to:
  - Automate deployment and management.
  - Manage device settings and configurations.
  - Patch Apple devices without user interaction.
  - Empower users with their own enterprise app store and customize devices for optimal user experience.
  - Locate or remote lock/wipe lost or stolen devices.

- Connect Users
  - Account provisioning
  - Identity management
  - Password sync
  - Conditional access
  - Customized app store

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NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

- Manage Devices
  - Zero-touch deployment
  - Device management
  - App lifecycle management
  - Customized inventory
  - Security enforcement

- Jamf's Apple focus allows for same-day support of new Apple software releases.
- Same-day OS support for every macOS, iOS, iPadOS and tvOS release.

Describe how the product falls with the Scope of the Master Agreement:

This product is a Mobile Device Management Solution under Category 3.B.

NEW PRODUCT TERMS AND CONDITIONS. Attach any Terms and Conditions that apply to this product (such as ULA, Policy, Product Terms and Conditions). Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations. Any third-party product provider must agree to the Master Agreement Terms and Conditions.

Customer's use and/or purchase of Jamf Pro will be subject to, and shall be deemed acceptance by Customer of, the terms and conditions of the T-Mobile for Government ("TfG") Jamf Pro Solution Addendum located at https://www.t-mobile.com/business/terms-and-conditions which is hereby incorporated by reference and made a part of the Contract.

T-Mobile is solely providing Customer with access to the Jamf Pro solution, a product provided by San Luis Aviation, Inc. , a third-party provider (**"Third-Party Provider"**). Customer's use of the product is subject to acceptance of the Third-Party Provider's EULA, Privacy, or other terms of service presented to Customer at the time of activation (collectively, the ""**Third-Party Terms**") . The Third-Party Terms may be updated at any time, without notice by the Third-Party Provider. T-Mobile is not bound by, and does not assume any obligations, commitments or liability under the Third-Party Terms.

BILLING

Any Product added to the NASPO ValuePoint Master Agreement must be billed by the Master Agreement Contractor and not by any third party.

T-Mobile will invoice for the Jamf Pro service charges on a monthly billing cycle. The total subscription cost is non-refundable. Unless otherwise indicated on an order, Customer agrees to pay T-Mobile for all purchased licenses on a monthly basis in accordance with the Contract.

DocuSign Envelope ID: CB963A55-DA9B-4FEF-8EF1-A4061175D1CC

NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

COST:

Include a cost matrix to include NASPO ValuePoint contract pricing.

Solution	Description	Commercially Available Price per License/Month*
	Jamf Pro	
JAMF Pro Monthly (iOS or tvOS) under 500 GOV	Mobile Device Management Subscription	$3.33
JAMF Pro Monthly (macOS) under 500 GOV	Mobile Device Management Subscription	$7.17
JAMF Pro Monthly (iOS or tvOS) 500 plus GOV	Mobile Device Management Subscription	$3.00
JAMF Pro Monthly (macOS) 500 plus GOV	Mobile Device Management Subscription	$6.45
		Non-recurring
JAMF Pro (iOS & macOS) - Deployment-A GOV	One-Time Add-on Fee	$1,500.00

**Monthly recurring charge is net of all discounts. No other service discounts will apply. Monthly Recurring Charge(s) ("MRC") and setup charges do not include taxes, fees, or surcharges.*

[Remainder of page left blank]

NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

APPROVAL:

Upon signature, NASPO ValuePoint approves the addition of the product(s) and/or service(s) referenced herein to the Contract.

Upon signature, Contractor assures that all product(s) and/or service(s) referenced herein meet the terms and conditions of the Contract and understands that NASPO ValuePoint reserves the right to audit Contractor for compliance in accordance with the terms and conditions of the Contract. NASPO ValuePoint also reserves the right (a) to request additional information with respect to the product(s) and/or service(s) throughout the life of the Contract if in the best interest of NASPO ValuePoint.

Contract Vendor:

BY: DocuSigned by: 8F686CC9343743C...

NAME: David Bezzant

TITLE: Vice President

DATE: 12/15/2023

Approved as to form by:
T-Mobile Legal Department

NASPO ValuePoint

BY: _____

NAME: _____

TITLE: _____

DATE: _____

DocuSign Envelope ID: CB963A55-DA9B-4FEF-8EF1-A4061175D1CC

NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

ACTION LOG

Submit updated Action Log with each Request. Log must provide history of previous requests.

CONTRACT VENDOR: T-Mobile USA, Inc.

Contact Name and Email (for questions): Shannon.Hewitt-Tapp@T-Mobile.com

DATE: December 15, 2023

DATE SUBMITTED	ACTION REQUESTED:	DATE APPROVED
3/30/21	Dialpad Product Addition	3/31/21
9/22/21	Spireon Product Addition	9/23/21
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8/30/2023	Mystic Message Archival provided by 3rd Eye Product Addition (Amendment #8)	10//27/2023
11/27/2023	T-Mobile SASE (Secure Access Service Edge) provided by Versa	
12/15/2023	Ivanti MDM provided by Ivanti, LLC	
12/15/2023	Samsung Knox Manage provided by Samsung Electronics Co., Ltd.	
12/15/2023	Jamf Pro provided by San Luis Aviation, Inc.	

DocuSign Envelope ID: CB963A55-DA9B-4FEF-8EF1-A4061175D1CC

NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

DATE: December 15, 2023

ATTN: Marci Woodward
NASPO ValuePoint Contract Administrator

RE: NASPO ValuePoint Master Service Agreement #MA176 (the "Contract") with T-Mobile USA, Inc. ("Contractor" or "T-Mobile")

Dear Ms. Woodward:

Action Requested:

Contractor requests to add the product(s) and/or service(s) referenced in this document (collectively, the "Products") to the Contract.

Action Log: _X_ Verify Log is attached

PRODUCTS: Samsung Knox Manage (the "Solution") provides a secure, cloud-based MDM solution that provides device management to allow centralized visibility and control over Customer's Samsung devices and compliance with Customer's internal company policies. The Solution is a product of Samsung Electronics Co., Ltd., the third-party provider of the Solution (the "Third-Party Provider").

PRODUCT OVERVIEW:

- Samsung Knox Manage is an easy-to-use affordable, secure cloud-based Mobile Device Management (MDM) solution that gives business customers the power to manage and monitor employee devices from a centralized portal. It provides management with centralized visibility and control over employee devices, to provide the apps and access employee needs, and to help ensure security and compliance with company policies. It works with other Android, iOS and Windows 10 devices, but offers the most comprehensive security and controls for Samsung.
- Samsung Knox Suite offers a comprehensive suite of enterprise mobility solutions for security, productivity, and manageability throughout the device cycle. For Samsung devices only, Knox Suite is an integrated B2B bundle offering a seamless IT admin user experience that provides end-to-end security, streamlined deployment, and comprehensive device management. (Knox Manage, Knox Mobile Enrollment, Knox E-FOTA, Knox Asset Intelligence, Knox Platform for Enterprise, Knox Support). Samsung Knox Suite is only for Samsung devices.
- Both solutions leverage the granular control of defense-grade Knox OS security capabilities built into many Samsung devices.

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NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

Describe how the product falls with the Scope of the Master Agreement:

This product is a Mobile Device Management Solution under Category 3.B.

NEW PRODUCT TERMS AND CONDITIONS. Attach any Terms and Conditions that apply to this product (such as ULA, Policy, Product Terms and Conditions). Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations. Any third-party product provider must agree to the Master Agreement Terms and Conditions.

Customer's use and/or purchase of Samsung Knox will be subject to, and shall be deemed acceptance by Customer of, the terms and conditions of the T-Mobile for Government ("TfG") Samsung Knox Solution Addendum located at https://www.t-mobile.com/business/terms-and-conditions which is hereby incorporated by reference and made a part of the Contract.

T-Mobile is solely providing Customer with access to the Solution. Customer's use of the Solution is subject to acceptance of Samsung Knox Legal and Privacy Policies, found here https://www.samsungknox.com/en/legal (the "Third-Party Terms"). The Third-Party Terms may be updated at any time, without notice, by the Third-Party Provider. T-Mobile is not bound by, and does not assume any obligations, commitments or liability under the Third-Party Terms. T-Mobile does not control and is not responsible or liable for how the Solution or Samsung Electronics Co., Ltd. transmits, accesses, stores, or uses data.

BILLING

Any Product added to the NASPO ValuePoint Master Agreement must be billed by the Master Agreement Contractor and not by any third party.

T-Mobile will invoice for the Samsung Knox service charges on a monthly billing cycle. The total subscription cost is non-refundable. Unless otherwise indicated on an order, Customer agrees to pay T-Mobile for all purchased licenses on a monthly basis in accordance with the Contract.

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NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

COST:
Include a cost matrix to include NASPO ValuePoint contract pricing.

Solution	Description	Commercially Available Price per License/Month*
	Samsung Knox	
Samsung Knox Suite-Monthly MI-KXKSSWWC2M0 under 500 GOV	Knox Suite Monthly includes Manage, EFOTA, KPE	$3.50
Samsung Knox Manage-Monthly MI-KXKMSWWC2M0 Under 500 GOV	Knox Manage Monthly	$2.00
Samsung Knox Configure-Dynamic Edtn Dvc MI-OSKCDM1WWT2 Under 500 GOV	Knox Configure-Dynamic Edition	$0.87
Samsung Knox Suite-Monthly MI-KXKSSWWC2M0 500 plus GOV	Knox Suite Monthly includes Manage, EFOTA, KPE	$2.98
Samsung Knox Manage-Monthly MI-KXKMSWWC2M0 500 plus GOV	Knox Manage Monthly	$1.70
Samsung Knox Configure-Dynamic Edtn Dvc MI-OSKCDM1WWT2 500 plus GOV	Knox Configure-Dynamic Edition	$0.74
		Non-recurring
Samsung Knox Advanced B2B Tech Spt 1 Yr MI-OVCPAA GOV	Annual Fee - Advanced B2B technical support 1 year	$20,000.00
Samsung Knox Elite B2B Tech Spt 1 Yr MI-OVCPAB GOV	Annual Fee - Elite B2B technical support 1 year	$50,000.00
Samsung Knox Manage Quickstart: Secure Cntrl MI-OVCPK3 GOV	One-time deployment fee	$1,699.00
Samsung Knox Mobile Deploy Service Eng per hr MI-OVMTAA2 GOV	One-time hourly deployment service engineers, minimum 8 hours required	$250.00
Samsung Knox Manage Quick Start: App Control MI-OVCPK2 GOV	One-time deployment fee	$699.00
Samsung Knox Suite Setup Service MI-OVPSAB2 GOV	One-time deployment fee	$3,999.00

**Monthly recurring charge is net of all discounts. No other service discounts will apply. Monthly Recurring Charge(s) ("MRC") and setup charges do not include taxes, fees, or surcharges.*

NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

APPROVAL:

Upon signature, NASPO ValuePoint approves the addition of the product(s) and/or service(s) referenced herein to the Contract.

Upon signature, Contractor assures that all product(s) and/or service(s) referenced herein meet the terms and conditions of the Contract and understands that NASPO ValuePoint reserves the right to audit Contractor for compliance in accordance with the terms and conditions of the Contract. NASPO ValuePoint also reserves the right (a) to request additional information with respect to the product(s) and/or service(s) throughout the life of the Contract if in the best interest of NASPO ValuePoint.

Contract Vendor:

BY: DocuSigned by: 8F686CC9343743C...

NAME: David Bezzant

TITLE: Vice President

DATE: 12/15/2023

Approved in form by:
DocuSigned by: Florick Dino
T-Mobile Legal Department

NASPO ValuePoint

BY: _____

NAME: _____

TITLE: _____

DATE: _____

DocuSign Envelope ID: CB963A55-DA9B-4FEF-8EF1-A4061175D1CC

NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

ACTION LOG

Submit updated Action Log with each Request. Log must provide history of previous requests.

CONTRACT VENDOR: T-Mobile USA, Inc.

Contact Name and Email (for questions): Shannon.Hewitt-Tapp@T-Mobile.com

DATE: December 15, 2023

DATE SUBMITTED	ACTION REQUESTED:	DATE APPROVED
3/30/21	Dialpad Product Addition	3/31/21
9/22/21	Spireon Product Addition	9/23/21
9/24/21	Control Center IoT Product Addition	10/6/21
10/17/22	VASTLocate Product Addition	10/19/22
10/17/22	MarketSpark Product Addition	10/19/22
10/17/22	Ooma AirDial Product Addition	10/19/22
4/13/2023	Multiline Product Addition (Amendment #6)	5/10/2023
6/23/2023	Inseego Connect Manager Product Addition (Amendment #7)	7/27/2023
8/30/2023	Mystic Message Archival provided by 3rd Eye Product Addition (Amendment #8)	10//27/2023
11/27/2023	T-Mobile SASE (Secure Access Service Edge) provided by Versa	
12/15/2023	Ivanti MDM provided by Ivanti, LLC	
12/15/2023	Samsung Knox Manage provided by Samsung Electronics Co., Ltd.	
12/15/2023	Jamf Pro provided by San Luis Aviation, Inc.	

DocuSign Envelope ID: CB963A55-DA9B-4FEF-8EF1-A4061175D1CC

STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 8

CONTRACT #: MA176

Starting Date: 7/1/2019

Expiration Date: 8/11/2024

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and **T-Mobile USA, Inc.** (Referred to as CONTRACTOR).

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

The parties agree as follows: Add the "Mystic Message Archival" solution – see the attached, completed "Attachment M New Product Request Form". [Note: this is an amendment to the NASPO Master Agreement.] The Mystic Message Archival solution shall be subject to the license agreements distributed with the solution; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control.

Effective Date of Amendment: 10/27/2023

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR		STATE OF UTAH	
DocuSigned by: 8F686CC9343743C...	11/3/2023	DocuSigned by: C38BE9DAC528424...	11/15/2023
Contractor's Signature	Date	Director, State of Utah Division of Purchasing	Date
Contractor's Name (Print)			
Title (Print)			

Approved by:

DocuSigned by: B690B61B18D2433...

T-Mobile Legal Dept

For Division of Purchasing Internal Use			
Purchasing Agent	Phone #	E-mail Address	**Contract #**
Marci Woodward	801-957-7145	mwoodward@utah.gov	MA176

DocuSign Envelope ID: CB963A55-DA9B-4FEF-8EF1-A4061175D1CC

NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

DATE: August 30, 2023

ATTN: Marci Woodward
NASPO ValuePoint Contract Administrator

RE: NASPO ValuePoint Master Service Agreement #MA176 (the "Contract") with T-Mobile USA, Inc. ("Contractor" or "T-Mobile")

Dear Ms. Woodward:

Action Requested:

Contractor requests to add the product(s) and/or service(s) referenced in this document (collectively, the "Products") to the Contract.

Action Log: ____X____Verify Log is attached

PRODUCTS: Mystic Message Archival provided by 3rd Eye Technologies, a third-party provider (the "Third-Party Provider" or "3rd Eye")

PRODUCT OVERVIEW:

About:

Mystic Message Archival is a solution that specializes in securely capturing and archiving SMS/MMS message logs for government devices.

- SMS/MMS messages are captured in near real-time by T-Mobile.
- Once captured, messages are archived in a client or 3rd Eye hosted cloud, and the data is owned by the customer.
- IT teams can aggregate data to create reports, alerts, and dashboards which will strengthen security and legal compliance.

Mystic Message Archival is supported on T-Mobile devices and is compatible with both iOS and Android native messaging apps.

Note: Does not capture iMessage or RCS Messages. Must be disabled.

NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

Features:

- Near real-time capturing
- Customizable dashboard for reporting and archiving
- Easily generate reports for security and legal compliance
- Integrate with monitoring tools (i.e. Splunk, Palantir)

Benefits:

- e-Discovery Compliance
- Device Agnostic (Pixel, iPhone, Galaxy)
- Cloud Agnostic (AWS, Azure, Google, IBM)
- Data Storage
- Identity & Access Management
- Customizable Reports & Audits
- Cross Domain

Describe how the product falls with the Scope of the Master Agreement:

This product is an Enterprise Messaging Solution under Category 3.M.

NEW PRODUCT TERMS AND CONDITIONS. Attach any Terms and Conditions that apply to this product (such as ULA, Policy, Product Terms and Conditions). Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations. Any third-party product provider must agree to the Master Agreement Terms and Conditions.

Customer's use and/or purchase of the 3rd Eye solution will be subject to, and shall be deemed acceptance by Customer of, the terms and conditions of the T-Mobile for Government ("TfG") 3rd Eye Solution Addendum located at https://www.t-mobile.com/business/terms-and-conditions which is hereby incorporated by reference and made a part of the Contract.

T-Mobile is solely providing Customer with network connectivity to access the 3rd Eye solution, and Customer is hereby providing authorization for 3rd Eye to retrieve Customer Information to include data such as SMS/MMS messages from T-Mobile's network. Customer's use of 3rd Eye is subject to acceptance of the 3rd Eye Terms of Service (the "**3rd Eye Terms**") found at http://3rdeyetechinc.com/privacy-policy/, and https://3rdeyetechinc.com/wp-content/uploads/2022/12/Security-Policy.docx.pdf, or any separately agreed-to terms within Customer's contract directly with 3rd Eye. The 3rd Eye Terms are solely between 3rd Eye, Inc. and Customer. T-Mobile does not control and is not responsible or liable for how 3rd Eye transmits, accesses, stores, or uses data. In addition, Customer's use of the Solution is subject to acceptance of 3rd Eye's End User License Agreement (the "**EULA**") presented to Customer prior to downloading, installing, or using the solution. The EULA and 3rd Eye Terms are collectively referred to as the "**Third-Party Terms**". The Third-Party Terms may be updated by 3rd Eye from time to time.

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NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

BILLING

Any Product added to the NASPO ValuePoint Master Agreement must be billed by the Master Agreement Contractor and not by any third party.

T-Mobile will invoice Customer for all monthly recurring charges for the 3rd Eye solution, and Customer will pay T-Mobile all fees for the 3rd Eye solution consistent with the NASPO Contract pricing.

COST:
Include a cost matrix to include NASPO ValuePoint contract pricing.

Service or Feature	Description	Commercially Available Price per Line/Month*
Mystic Message Archival by 3rd Eye		
3rd Eye API Voice	3rd Eye API Voice enables the customer to Capture, Archive, and Search Mobile Text Messages on Voice Plans. T-Mobile billed services.	$4.00
3rd Eye API Mobile Internet	3rd Eye API Mobile Internet enables the customer to Capture, Archive, and Search Mobile Text Messages on Mobile Internet Plans (select devices only). T-Mobile billed services.	$4.00

* Monthly recurring charge is net of all discounts. No other service discounts will apply. Monthly Recurring Charge(s) ("MRC") and setup charges do not include taxes, fees, or surcharges that may apply.

NASPO ValuePoint

NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

APPROVAL:

Upon signature, NASPO ValuePoint approves the addition of the product(s) and/or service(s) referenced herein to the Contract.

Upon signature, Contractor assures that all product(s) and/or service(s) referenced herein meet the terms and conditions of the Contract and understands that NASPO ValuePoint reserves the right to audit Contractor for compliance in accordance with the terms and conditions of the Contract. NASPO ValuePoint also reserves the right (a) to request additional information with respect to the product(s) and/or service(s) throughout the life of the Contract if in the best interest of NASPO ValuePoint.

Contract Vendor:

DocuSigned by:

BY: _____

8F686CC9343743C...

NAME: David Bezzant

TITLE: Vice President

DATE: 8/30/2023

Approved in form by:

DocuSigned by:

Thorick Dino

T-Mobile Legal Department

B630B61B18D2433...

NASPO ValuePoint

BY: _____

NAME: _____

TITLE: _____

DATE: _____

DocuSign Envelope ID: CB963A55-DA9B-4FEF-8EF1-A4061175D1CC

NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

ACTION LOG

Submit updated Action Log with each Request. Log must provide history of previous requests.

CONTRACT VENDOR: T-Mobile USA, Inc.

Contact Name and Email (for questions): Shannon.Hewitt-Tapp@T-Mobile.com

DATE: August 30, 2023

DATE SUBMITTED	ACTION REQUESTED:	DATE APPROVED
3/30/21	Dialpad Product Addition	3/31/21
9/22/21	Spireon Product Addition	9/23/21
9/24/21	Control Center IoT Product Addition	10/6/21
10/17/22	VASTLocate Product Addition	10/19/22
10/17/22	MarketSpark Product Addition	10/19/22
10/17/22	Ooma AirDial Product Addition	10/19/22
4/13/2023	Multiline Product Addition (Amendment #6)	5/10/2023
6/23/2023	Inseego Connect Manager Product Addition (Amendment #7)	7/27/2023
8/30/2023	Mystic Message Archival provided by 3rd Eye Product Addition	

DocuSign Envelope ID: CB963A55-DA9B-4FEF-8EF1-A4061175D1CC

STATE OF UTAH
CONTRACT AMENDMENT

AMENDMENT # **7** To CONTRACT # **MA176**

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between the State of Utah, **Division of Purchasing** referred to as State Entity and, **T-Mobile USA, Inc.**, referred to as Contractor.

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

1. **Contract period:**

07/01/2019	(original starting date)
08/11/2024	(current ending date)
08/11/2024 (unchanged)	**new ending date**

2. **Other changes:** (attach other sheets if necessary):

The parties agree as follows: Add the "Inseego Connect Manager" solution – see the attached, completed "Attachment M New Product Request Form". [*Note: this is an amendment to the NASPO Master Agreement*.] The Inseego Connect Manager solution shall be subject to the license agreements distributed with the solution; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control.

3. **Effective Date of Amendment**: 07/28/2023

All other conditions and terms in the original contract and previous amendments remain the same.

IN WITNESS WHEREOF, the parties sign and cause the amendment to be executed.

CONTRACTOR		**STATE**	
DocuSigned by: 8F686CC9343743C...	7/27/2023	DocuSigned by: C38BE9DAC528424...	7/27/2023
Contractor's signature	Date	Director, Division of Purchasing	Date

David Bezzant, Vice President
Type or Print Name and Title

Marci Woodward	801-957-7145	mwoodward@utah.gov
State of Utah Contact Person	Telephone Number	Email

(Revision 05 June 2022)

Approved by:

DocuSigned by: David Visconich 8BDE23D4C8AD4C1...

T-Mobile Legal Dept

DocuSign Envelope ID: CB963A55-DA9B-4FEF-8EF1-A4061175D1CC

NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

DATE: June 23, 2023

ATTN: Marci Woodward
NASPO ValuePoint Contract Administrator

RE: NASPO ValuePoint Master Service Agreement #MA176 (the "Contract") with T-Mobile USA, Inc. ("Contractor" or "T-Mobile")

Dear Ms. Woodward:

Action Requested:

Contractor requests to add the product(s) and/or service(s) referenced in this document (collectively, the "Products") to the Contract.

Action Log: X Verify Log is attached

PRODUCTS: Inseego Connect Manager Access

PRODUCT OVERVIEW:

Inseego Connect Manager is a cloud-based configuration and monitoring application that enables you to remotely monitor device status.

The Inseego Connect Manager Access feature offers Customers a multi-tiered configuration and monitoring platform giving them the ability to:

  - Configure devices remotely
  - Prevent data overages
  - Eliminate costly truck rolls
  - Identify theft and tampering
  - Enhance security
- Customers can manage one or more devices remotely via the cloud
- Feature is only available with Government Fixed Wireless rate plan (bundled with Inseego device)
- Billing Account Number (BAN) level rate plan (SOC) provides Customers access to manage every T-Mobile Inseego device on account.

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NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

Describe how the product falls with the Scope of the Master Agreement:

This Product is a Mobile Device Management Solution under Category 3.B.

NEW PRODUCT TERMS AND CONDITIONS. Attach any Terms and Conditions that apply to this product (such as ULA, Policy, Product Terms and Conditions). Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations. Any third-party product provider must agree to the Master Agreement Terms and Conditions.

Customer's use of the Inseego Connect device management platform (the "Inseego Connect Service") is subject to the Inseego Connect Service Agreement, located at: Inseego Connect services agreement | Inseego, as well as the Inseego Connect User Guide, located at: Inseego Connect User Guide (collectively, the "Inseego Terms"). Customer's use of the Inseego Connect Service is deemed to be acceptance by the Customer of the Inseego Terms. If any hardware or equipment purchased by Customer from T-Mobile includes any software necessary to use the Inseego Connect Service, Customer's use of such software is also governed by the Inseego Terms and such software is part of the Inseego Connect Service. The Inseego Terms are solely between Inseego and Customer. T-Mobile is not bound by, and does not assume any obligations, commitments or liability under the Inseego Terms. T-Mobile does not control and is not responsible or liable for how Inseego transmits, accesses, stores, or uses data.

BILLING

Any Product added to the NASPO ValuePoint Master Agreement must be billed by the Master Agreement Contractor and not by any third party.

All features and charges for Inseego Connect Access Manager are billed by T-Mobile.

COST:

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NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

Include a cost matrix to include NASPO ValuePoint contract pricing.

PRODUCT	BUSINESS INTERNET FEATURES	MRC*
Inseego Connect Access - Account Level Only	• Inseego Connect Access provides access to Inseego Connect, a cloud based remote manager, for T-Mobile provided Inseego routers. • Provides Manager level access on T-Mobile's Inseego Connect instance, which allows for remote management of devices. • Requires a T-Mobile owned Inseego FX device(s) – not available for customer owned Inseego devices. • Feature is only available with Government Fixed Wireless rate plan bundled with Inseego Devices. Note: • Customer can have two instances; one for customer owned devices, and one for T-Mobile owned devices. Instances cannot be combined into one. • If Customer has their own Inseego Connect instance, T-Mobile owned devices will not be visible in tool. • If the device was purchased outright, its not visible on the T-Mobile instance.	**$15.00**

*Monthly recurring charge ("MRC") is net of all discounts. No other service discounts will apply. MRC does not include taxes, fees, or surcharges.

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NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

APPROVAL:

Upon signature, NASPO ValuePoint approves the addition of the product(s) and/or service(s) referenced herein to the Contract.

Upon signature, Contractor assures that all product(s) and/or service(s) referenced herein meet the terms and conditions of the Contract and understands that NASPO ValuePoint reserves the right to audit Contractor for compliance in accordance with the terms and conditions of the Contract. NASPO ValuePoint also reserves the right (a) to request additional information with respect to the product(s) and/or service(s) throughout the life of the Contract if in the best interest of NASPO ValuePoint.

Contract Vendor:

BY: DocuSigned by: 8F686CC9343743C...

NAME: David Bezzant

TITLE: Vice President

DATE: 6/23/2023

Approved by: DocuSigned by: David Viscovich 8BDE23D4C8AD4C1...
T-Mobile Legal Dept.

NASPO ValuePoint

BY: _____

NAME: _____

TITLE: _____

DATE: _____

DocuSign Envelope ID: CB963A55-DA9B-4FEF-8EF1-A4061175D1CC

NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

ACTION LOG

Submit updated Action Log with each Request. Log must provide history of previous requests.

CONTRACT VENDOR: T-Mobile USA, Inc.

Contact Name and Email (for questions): Shannon.Hewitt-Tapp@T-Mobile.com

DATE: June 23, 2023

DATE SUBMITTED	ACTION REQUESTED:	DATE APPROVED
3/30/21	Dialpad Product Addition	3/31/21
9/22/21	Spireon Product Addition	9/23/21
9/24/21	Control Center IoT Product Addition	10/6/21
10/17/22	VASTLocate Product Addition	10/19/22
10/17/22	MarketSpark Product Addition	10/19/22
10/17/22	Ooma AirDial Product Addition	10/19/22
4/13/2023	Multiline Product Addition (Amendment #6)	5/10/2023

DocuSign Envelope ID: CB963A55-DA9B-4FEF-8EF1-A4061175D1CC

STATE OF UTAH
CONTRACT AMENDMENT

AMENDMENT # **6** To CONTRACT # **MA176**

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between the State of Utah, **Division of Purchasing** referred to as State Entity and, **T-Mobile USA, Inc.**, referred to as Contractor.

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

1. **Contract period:**

07/01/2019	(original starting date)
08/11/2024	(current ending date)
08/11/2024	**new ending date**

2. **Other changes:** (attach other sheets if necessary):

The parties agree as follows: Add the "Multiline Service by Movius" product – see the attached, completed "Attachment M New Product Request Form". [*Note: this is an amendment to the NASPO Master Agreement*.]

3. **Effective Date of Amendment**: 05/10/2023

All other conditions and terms in the original contract and previous amendments remain the same.

IN WITNESS WHEREOF, the parties sign and cause the amendment to be executed.

CONTRACTOR

DocuSigned by:
8F088CC9343743C...
5/16/2023
Contractor's signature Date

David Bezzant, Vice President
Type or Print Name and Title

STATE

DocuSigned by:
C38BE9DAC528424...
5/16/2023
Director, Division of Purchasing Date

Marci Woodward	801-957-7145	mwoodward@utah.gov
State of Utah Contact Person	Telephone Number	Email

(Revision 05 June 2022)

Approved by:

DocuSigned by:
9AD0DA95BA074FF...
T-Mobile Legal Dept

DocuSign Envelope ID: CB963A55-DA9B-4FEF-8EF1-A4061175D1CC

NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

DATE: April 13, 2023

ATTN: Marci Woodward
NASPO ValuePoint Contract Administrator

RE: NASPO ValuePoint Master Service Agreement #MA176 (the "Contract") with T-Mobile USA, Inc. ("Contractor" or "T-Mobile")

Dear Ms. Woodward:

Action Requested:

Contractor requests to add the product(s) and/or service(s) referenced in this document (collectively, the "Products") to the Contract.

Action Log: __X___Verify Log is attached

PRODUCTS: MultiLine Service by Movius ("MultiLine Service")

(NOTE: This Service was previously on Sprint's NASPO Master Service Agreement #MA262 and is being reintroduced with additional features and price points on this Contract).

PRODUCT OVERVIEW:

MultiLine Service is a cloud-based voice and Short Message Service (SMS) solution that deploys an additional U.S. domestic phone number on a smartphone device. The MultiLine Service is made available through an application (the "**MultiLine App**") that is provided and operated by Movius Interactive Corporation ("**Movius**"), a third-party provider of T-Mobile. The smartphone device may be either a corporate-issued or employee-owned mobile device. Customer may use a new phone number or port an existing phone number for use with the MultiLine Service.

For the MultiLine Service to function, the MultiLine App must be downloaded to the smartphone of each end-user of the Customer (each an "Individual Device Holder"). The MultiLine App can be downloaded from the Apple App Store, the Google Play Store, or through selected mobile device management platforms.

MultiLine Service can help address many communication management use cases and provides features including:

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- Voice and/or SMS recording required
- High bar for security & data protection
- Reach clients on their preferred channels
- Compliance across GSM, Data and Wi-Fi

MultiLine Service also helps maintain continuity of service and reduce business risk by allowing an organization to centrally manage employer-issued numbers simply and at scale.

Customers can choose from these three plan options:

MultiLine Standard

- Included benefits
- Unlimited Voice and Text
- Scam ID
- Stateside international calling functionality
- CAN/MEX calling, and text included
- Carrier and device-agnostic
- Admin portal for compliance
- Fully featured work phone via over-the-top application

MultiLine Plus

- Includes all features of MultiLine Standard in addition to:
- Message capture
- Message opt-in/out
- Message blocking
- Message redaction

MultiLine Enterprise

- Includes all features of MultiLine Standard and MultiLine Plus in addition to:
- Voice Recording

MultiLine Service customers can request add-on integration options and enhanced functionality options. Some additional functionality is added via a regular add-on rate plan (SOC), while others are added via a one-time charge. Add-on SOCs and onetime charge codes are eligible on NASPO plans.

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NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

Integration Options:

WhatsApp Messaging Channel

- Full integration with WhatsApp Messaging Connector allows compliant WhatsApp messaging directly inside MultiLine.

Salesforce Integration

- Full integration with Salesforce that allows all MultiLine calls and texts to be automatically logged as an activity against contact and lead record.

Blackberry Dynamics Integration

- Full integration with BlackBerry Dynamics, offering automatic phone number recognition for phone numbers appearing in any BlackBerry Dynamics Container Apps.
- Not compatible with Microsoft Intune Integration.

Microsoft Intune Integration

- Full integration with Microsoft Intune, offering Single Sign On, biometric authentication, sync with Exchange Contacts, and automatic phone number recognition for easy dialing.
- Not compatible with Blackberry Dynamics.

Enhanced Functionality Options:

Digital Safe SFTP

- An automated process to push the recordings to the client using encrypted SSH File Transfer Protocol (SFTP).

Digital Safe API

- Movius has exposed APIs that allow a client to extract recordings on the Movius Platform.

SIPREC Call Recording

- Secure connection from Movius Cloud to Client Data Center (DC).

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Describe how the product falls with the Scope of the Master Agreement:

MultiLine Service is a Mobile Integration/Mobile Substitution Solution under Category 3.C.

NEW PRODUCT TERMS AND CONDITIONS. Attach any Terms and Conditions that apply to this product (such as ULA, Policy, Product Terms and Conditions). Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations. Any third-party product provider must agree to the Master Agreement Terms and Conditions.

Please see the MultiLine Service Addendum incorporated herein including the MultiLine Data Protection Requirements Exhibit, which each Customer utilizing MultiLine Service with T-Mobile is required to sign for associated Terms and Conditions.

T-Mobile is solely providing Customers with network connectivity to access the MultiLine Service, which is a third-party solution. Customer's use of the MultiLine Service is subject to acceptance of the Movius End Software License Terms (the "**Movius EULA**"). If a Customer does not agree to the Movius EULA, the Customer will not be able to purchase and use the MultiLine Service. The Movius EULA is solely between Movius and the Customer. T-Mobile is not bound by, and does not assume any obligations, commitments or liability under the Movius EULA.

BILLING

Any Product added to the NASPO ValuePoint Master Agreement must be billed by the Master Agreement Contractor and not by any third party.

All features and charges for MultiLine Service are billed on a monthly basis by T-Mobile.

COST:

Include a cost matrix to include NASPO ValuePoint contract pricing.

Monthly Recurring Charge(s) ("**MRC**") are monthly service charges and fees for the Services. MRCs do not include taxes, fees (including fees related to additional features), surcharges, or non-recurring charges (such as international roaming charges). MRC is net of all discounts. No other service discounts will apply.

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MultiLine Service	Description	Commercially Available Price per Line/Month
MultiLine Standard Gov't	• Highly-secure and compliant enterprise-grade app that puts a separate fully functional work phone with a business number on any smartphone, regardless of what wireless service provider they use. • Requires an active Voice line with data. • The MultiLine app is only available on iOS or Android smartphone platforms. • Tax Exclusive.	$13.94
MultiLine Plus Gov't	• Highly-secure and compliant enterprise-grade app that puts a separate fully functional work phone with a business number on any smartphone, regardless of what wireless service provider they use. • Plus includes message capture, message opt-in/out, message blocking, and message redaction. • Requires an active Voice line with data. • The MultiLine app is only available on iOS or Android smartphone platforms. • Tax Exclusive.	$18.04
MultiLine Enterprise Gov't	• Highly-secure and compliant enterprise-grade app that puts a separate fully functional work phone with a business number on any smartphone, regardless of what wireless service provider they use. • Includes message capture, message opt-in/out, message blocking, message redaction, and voice recording. • Requires an active Voice line with data. •The MultiLine app is only available on iOS or Android smartphone platforms. •Tax Exclusive.	$24.60
Add-On Features	**Description**	**Commercially Available Price per Line/Month**
Blackberry Dynamics Integration	Blackberry Dynamics Integration add-on feature integrates your MultiLine app with your BlackBerry Unified Endpoint Management (UEM). BlackBerry Unified Endpoint Management is purchased separately and is not provided directly by T-Mobile.	$3.25
Microsoft Intune Integration	Microsoft Intune Integration add-on feature integrates your MultiLine app with your Microsoft Intune Mobile Device Manager (MDM). Microsoft Intune is purchased separately and not provided directly from T-Mobile.	$3.25
Salesforce Integration	Salesforce Integration add-on feature integrates your MultiLine app with your Enterprise Salesforce Organization. Enterprise Salesforce Organization is purchased separately and is not provided directly by T-Mobile.	$20.00

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NASPO ValuePoint Wireless Data, Voice and Accessories
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WhatsApp Messaging Channel	WhatsApp Messaging Channel add-on feature allows compliant WhatsApp messaging directly inside of your MultiLine app. WhatsApp services are purchased separately and are not provided directly by T-Mobile.	$29.00
One-Time Charges	**Description**	**One-Time Charge**
Digital Safe: SFTP	An automated process to push the recordings to the client using encrypted SFTP. This push would be in a CSV file which contains voice metadata and/or SMS metadata and SMS content. Associated media for voice content will be pushed separately. The records and media on Movius Cloud are then securely purged. The client is responsible for ensuring their archiving vendor can ingest the records.	$2,250.00
Digital Safe: API	Movius has exposed APIs that allow a client to extract recordings on the Movius Platform. Recordings must be extracted within 72 hours.	$2,250.00
SIPREC Call Recording	Secure connection from Movius Cloud to Client Data Centre. Calls are streamed live to the Client DC – no recording or storage on Movius at all. In the event the live stream to Client DC fails for some reason, the actual call will be dropped to ensure a call will not occur if recording fails.	$45,500.00
ML IP Whitelisting	Allow listing of End User's IP addresses for Movius Management Portal (MMP) admin access and API URLs.	$12,500.00
Direct Links Cost Indicator	Link charges needed to make the connection from Movius to the customer for SIPREC.	$12,500.00 (billed annually)

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NASPO ValuePoint

NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

APPROVAL:

Upon signature, NASPO ValuePoint approves the addition of the product(s) and/or service(s) referenced herein to the Contract.

Upon signature, Contractor assures that all product(s) and/or service(s) referenced herein meet the terms and conditions of the Contract and understands that NASPO ValuePoint reserves the right to audit Contractor for compliance in accordance with the terms and conditions of the Contract. NASPO ValuePoint also reserves the right (a) to request additional information with respect to the product(s) and/or service(s) throughout the life of the Contract if in the best interest of NASPO ValuePoint.

Contract Vendor:

DocuSigned by:

BY: _____

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NAME: David Bezzant

TITLE: Vice President

DATE: 4/13/2023

Approved by: DocuSigned by:

Katie Jeter-Boldt

T-Mobile USA, Inc. Legal

NASPO ValuePoint

BY: _____

NAME: _____

TITLE: _____

DATE: _____

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NASPO ValuePoint Wireless Data, Voice and Accessories Product Add Request

T-MOBILE MULTILINE SERVICE ADDENDUM

This T-Mobile MultiLine Service Addendum ("**Service Addendum**") which shall be effective as of the date of the second Party signs this Addendum below (the "Addendum Effective Date") is by and between T-Mobile USA, Inc., a Delaware corporation ("T-Mobile"), and [**Customer Name**], a(n) [**state of formation**] [**type of entity, e.g., school district, or municipality**], with its principal place of business at [**Customer address**] ("[**Short Name**]" or "Customer"). For purposes of this Addendum, T-Mobile and Customer are sometimes collectively referred to as the "Parties," and individually as a "Party."

Description of Solution. T-Mobile will provide the MultiLine Service to Customer. The MultiLine Service is a cloud-based voice and Short Message Service (SMS) text Service that deploys an additional U.S. domestic phone number on a wireless smartphone device. The MultiLine Service is made available through an application (the "**MultiLine App**") that is provided and operated by Movius Interactive Corporation ("**Movius**"), a third-party provider of T-Mobile. Customer may use a new phone number or port an existing phone number for use with the MultiLine Service. For the MultiLine Service to function, the MultiLine App must be downloaded to the smartphone of each Customer User. The MultiLine App can be downloaded from the Apple App Store, the Google Play Store, or through selected mobile device management platforms. The MultiLine Service also requires each device of each Customer User to maintain a separate wireless plan with any wireless telecommunications carrier. This wireless plan, and the native wireless number of the wireless plan, is leveraged to facilitate voice calls and SMS messages through the MultiLine Service.

Underlying Agreement. References to "Agreement" in this Addendum mean the: NASPO ValuePoint Master Service Agreement #MA176 ("Agreement"). ("Agreement"). Use of the MultiLine Service Solution is subject to acceptance of this Addendum, the terms set out herein, including the attached and incorporated **Exhibit A.**

The terms and conditions of this Addendum or the Agreement will not be modified or superseded by any terms and conditions in a Customer-generated purchase order ("Order"). Orders will have no force or effect other than to denote quantity, the products or services purchased, delivery destinations, requested delivery dates and any other information required by this Addendum or the Agreement.

The following terms and conditions will apply to Customer's purchase and use of MultiLine Service.

1. **MultiLine End User Terms**. T-Mobile is solely providing Customer with network connectivity to access the MultiLine Service, which is a third-party solution. Customer's use of the MultiLine Service is subject to acceptance of the Movius End Software License Terms (the "**Movius EULA**"). If Customer does not agree to the Movius EULA, Customer will not be able to purchase and use the MultiLine Service. The Movius EULA is solely between Movius and Customer. T-Mobile is not bound by, and does not assume any obligations, commitments or liability under the Movius EULA.
2. **MultiLine Limitations**. The MultiLine Service is only available for use by Customer Users that are based in the United States. While Customer Users may use the MultiLine Service while traveling internationally, Customer will ensure that each Customer User utilizing the MultiLine Service is based in the United States. The MultiLine Service is also limited to communications for Customer's business purposes only, to support Customer's normal and ongoing operations, its employees, and its customers.
3. **MultiLine Recording**. Customer may purchase MultiLine Mobile Recording, which provides the ability to record voice calls and/or SMS messages for communications utilizing the MultiLine Service. Recordings will be stored with Movius for up to 14 days, as agreed between T-Mobile and Customer, and Customer will

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then have the ability to download the recordings to a Customer site archive location. All recordings are performed through the MultiLine App operated by Movius and, as such, T-Mobile will have no liability for any failure related to the recording or storage of voice calls or SMS messages. Customer will be fully responsible for complying with all applicable laws and regulations related to recording voice calls or SMS messages, including providing notices to, and obtaining consents from, end users whose communication is being recorded.

4. **Billing/Fees**. Customer will be charged for MultiLine Service on a monthly billing cycle basis in accordance with the Agreement. The pricing for the MultiLine Service is listed in **Attachment 1** (MultiLine Pricing) of this Addendum.

5. **Responsibility for the MultiLine Service**. Customer acknowledges and agrees that the MultiLine Service, including the Software, MultiLine App, and MultiLine Portal, are hosted and operated by Movius, a third-party provider of T-Mobile, and that T-Mobile's role in the MultiLine Service is limited to facilitating issuance of wireless numbers and providing the T-Mobile Network Service. As a result, T-Mobile does not control and expressly disclaims all liability related to or arising from the MultiLine Service, including Customer's use of the MultiLine Service, or liability related to or arising from any updates, modifications, outages, failures, corruption of data, loss of data, discontinuance of services, or termination of Customer's account by the MultiLine Service. T-Mobile is also not responsible for wireless connections for the MultiLine Service that are not provided via the T-Mobile Network Service. The "T-Mobile Network Service" means T-Mobile's nationwide network. This Service Addendum supplements and does not amend the Agreement.

6. **Customer Data**. T-Mobile will not have access to any Customer data generated through the MultiLine App and, to the extent T-Mobile does have access to Customer data, such data will be encrypted, and T-Mobile will not have access to any key, code, or related information to decrypt the data or to otherwise be able to view or discover the original content of the data. As such, T-Mobile does not control and is not responsible or liable for how the MultiLine Service transmits, accesses, stores, or uses Customer data. Notwithstanding the foregoing, T-Mobile will endeavor to ensure that Movius complies with the information security provisions in **Exhibit A** to this Service Addendum (the "MultiLine Data Protection Requirements Exhibit"). T-Mobile and Customer acknowledge and agree that the MultiLine Data Protection Requirements Exhibit will only apply to the MultiLine Service and will not apply to any other services provided by T-Mobile under the Agreement.

7. **T-Mobile's Responsibilities**

    a. T-Mobile will provide Customer with access (a "Portal Access") to an administration portal of the MultiLine Service (the "MultiLine Portal").

    b. T-Mobile will use commercially reasonable efforts to identify ways to improve the MultiLine Service with Movius, including applying proven techniques and tools within its operations.

    c. T-Mobile will not complete calls using the MultiLine Service to 900, 976 and similar numbers for pay-per-call services.

8. **Roaming and Other Charges for Wireless Plan.** Customer is responsible for all charges and fees for the wireless plan that Customer or its Users maintain for each device that uses the MultiLine Service. Such charges and fees include usage overage charges, or roaming charges (including international roaming charges) when using the MultiLine Service outside of the in-network boundaries of the wireless plan. Customer will notify all of its Users of this possibility, and T-Mobile will have no liability for any roaming charges, data usage or overages incurred by the Customer User. Through the MultiLine App, Users may select the MultiLine Service to use their cellular network and use their allotted voice minutes or data limits

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under the wireless plan, or they may elect to use WiFi only. Customer Users can potentially avoid additional roaming and usage charges by selecting WiFi only when using the MultiLine Service, depending on the specific terms and conditions of the underlying wireless plan.

9. **Emergency Service Limitations.** When using the MultiLine Service to call 9-1-1 on a smartphone device in "minutes mode," the MultiLine Service is designed to default to the native dialer on the device and attach to the strongest signal available from an available compatible wireless network. Wireless carriers are required under federal regulation to carry all calls to 9-1-1 that are received over their wireless network. Before using the MultiLine Service on a smartphone device in "data mode," the Customer User must register a location to route a 9-1-1 call to the appropriate public safety answering point for that location. The registered location will be provided to the public safety answering point to assist in locating the device calling 9-1-1. Customer acknowledges that if a Customer User's mobile device does not have cellular telephone service available or the MultiLine App is not set to use the cellular telephone service, the User may not be able to call 9-1-1 using the MultiLine Service. A Customer User's mobile device may be able to complete a 9-1-1 call using the MultiLine Service when WiFi is available even when cellular telephone services are not. 9-1-1 calls using the MultiLine Service are subject to the following:
    - **a.** 911 Access Terms. The 911 Access Terms on Schedule 2, attached to this Service Schedule and incorporated herein, will be applicable to all 9-1-1 calls and messages using the MultiLine Service.
    - **b.** Inbound Call Blocking. If a Customer User sets the MultiLine App to "Do Not Disturb," "Call Scheduling," or "Call Forwarding," an inbound call through the MultiLine Service, including from a 9-1-1 call center, will follow that setting. Before calling 9-1-1 in data mode, Customer Users should set the MultiLine App to allow inbound calls.

10. **Software Ownership and License**.

    a. Customer acknowledges that T-Mobile or Movius retain all right, title and interest in and to the Software, the MultiLine Service, and the documentation (including any copies thereof), and ownership of all intellectual property rights pertaining thereto. The term "Software" means any software or software components provided, licensed, or used by Customer and its Users in connection with the MultiLine Service.

    b. Subject to the terms and conditions of the Agreement and this Service Addendum, including the payment of all charges, T-Mobile grants to Customer, and to any Customer User authorized by Customer to use the MultiLine App, a limited, non-exclusive, non-transferable right to install, execute, copy, access and use the MultiLine App which may be downloaded onto the device of a Customer User solely for use with the MultiLine Service. The MultiLine Service is licensed to Customer solely for business purposes. All additional rights not expressly granted herein (unless they are core features or functionality reasonably required for the Software or the MultiLine Addendum) are reserved to T-Mobile or Movius.

    c. T-Mobile may suspend, block or terminate Customer's or any Customer User's use of any software if Customer fails to comply with the licensing requirements included herein and in the Agreement. Upon termination or expiration of the Agreement or the applicable service, any applicable software license will terminate, and Customer will immediately delete or return any T-Mobile provided Software to T-Mobile.

    d. Customer shall not, and shall not permit any third party to: (a) use or reproduce the Software, except as expressly permitted herein and under the Agreement; (b) adapt, alter, modify, remove,

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reverse engineer, decompile, disassemble, attempt to derive the source code for the Software, or otherwise obscure any proprietary notices on the Software or MultiLine Service; (c) rent, loan, sublicense, distribute or otherwise transfer the Software or the right to receive MultiLine Service to any third party; (d) encumber or suffer to exist any lien or security interest on any Software; or (e) use features, functionality or ports of the Software (or of the MultiLine Service) for which T-Mobile has not been paid.

e. Customer owns all rights in Customer's Recordings and related records created through Customer's use of the MultiLine Service.

f. T-Mobile may advise Movius of each Customer User's name, address and intended use of Software (or the MultiLine Service) and provide Movius with a copy of the relevant license agreement, and any service order or purchase order in advance. Customer agrees to such disclosures.

11. **Miscellaneous.** The Agreement and this Service Addendum constitute the complete, final, and exclusive understanding between Customer and T-Mobile regarding the subject matter of this Service Addendum. In the event of any inconsistency between the terms of this Service Addendum and the terms of the Agreement, the terms of this Service Addendum will control for purposes of the MultiLine Service. The Agreement and this Service Addendum supersede all prior understandings, communications, and agreements between Customer and T-Mobile with respect to the MultiLine Service.

12. **Term and Termination.** The term of this Service Addendum will commence on the Addendum Effective Date and will continue on a month-to-month basis. Either Party may terminate this Service Addendum without cause upon thirty (30) days' prior written notice to the other Party pursuant to the notice requirements in the Agreement. Either Party may terminate this Addendum without penalty if the other Party materially breaches this Service Addendum and such breach is not cured within thirty (30) days after the breaching Party receives written notice of such breach from the non-breaching Party. This Service Addendum and all rights and obligations hereunder, except those expressly indicated to survive, will terminate immediately upon termination or expiration of the Service Addendum or the Agreement. Unless otherwise set forth in the Agreement or this Service Addendum, termination or expiration of this Service Addendum does not terminate the Agreement or any rights or obligations in the Agreement. The following sections will survive any expiration or termination of this Addendum: Sections 1, 3, 4, 5, 6, 8, and 10.

T-Mobile USA, Inc.	**[Customer Name]**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Legal Approved by: _____ T-Mobile USA, Inc. Legal Department	

EXAMPLE ONLY

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ATTACHMENT 1

MULTILINE PRICING

Monthly Recurring Charge(s) ("**MRC**") are monthly service charges and fees for the Services. MRCs do not include taxes, fees (including fees related to additional features), surcharges, or non-recurring charges (such as international roaming charges). MRC is net of all discounts. No other service discounts will apply.

MultiLine Service	Description	Commercially Available Price per Line/Month
MultiLine Standard Gov't	· Highly-secure and compliant enterprise-grade app that puts a separate fully functional work phone with a business number on any smartphone, regardless of what wireless service provider they use. · Requires an active Voice line with data. · The MultiLine app is only available on iOS or Android smartphone platforms. · Tax Exclusive.	$13.94
MultiLine Plus Gov't	· Highly-secure and compliant enterprise-grade app that puts a separate fully functional work phone with a business number on any smartphone, regardless of what wireless service provider they use. · Plus includes message capture, message opt-in/out, message blocking, and message redaction. · Requires an active Voice line with data. · The MultiLine app is only available on iOS or Android smartphone platforms. · Tax Exclusive.	$18.04
MultiLine Enterprise Gov't	· Highly-secure and compliant enterprise-grade app that puts a separate fully functional work phone with a business number on any smartphone, regardless of what wireless service provider they use. · Includes message capture, message opt-in/out, message blocking, message redaction, and voice recording. · Requires an active Voice line with data. ·The MultiLine app is only available on iOS or Android smartphone platforms. ·Tax Exclusive.	$24.60
Add-On Features	**Description**	**Commercially Available Price per Line/Month**
Blackberry Dynamics Integration	Blackberry Dynamics Integration add-on feature integrates your MultiLine app with your BlackBerry Unified Endpoint Management (UEM). BlackBerry Unified Endpoint Management is purchased separately and is not provided directly by T-Mobile.	$3.25
Microsoft Intune Integration	Microsoft Intune Integration add-on feature integrates your MultiLine app with your Microsoft Intune Mobile Device Manager (MDM). Microsoft Intune is purchased separately and not provided directly from T-Mobile.	$3.25

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Salesforce Integration	Salesforce Integration add-on feature integrates your MultiLine app with your Enterprise Salesforce Organization. Enterprise Salesforce Organization is purchased separately and is not provided directly by T-Mobile.	$20.00
WhatsApp Messaging Channel	WhatsApp Messaging Channel add-on feature allows compliant WhatsApp messaging directly inside of your MultiLine app. WhatsApp services are purchased separately and are not provided directly by T-Mobile.	$29.00
One-Time Charges	**Description**	**One-Time Charge**
Digital Safe: SFTP	An automated process to push the recordings to the client using encrypted SFTP. This push would be in a CSV file which contains voice metadata and/or SMS metadata and SMS content. Associated media for voice content will be pushed separately. The records and media on Movius Cloud are then securely purged. The client is responsible for ensuring their archiving vendor can ingest the records.	$2,250.00
Digital Safe: API	Movius has exposed APIs that allow a client to extract recordings on the Movius Platform. Recordings must be extracted within 72 hours.	$2,250.00
SIPREC Call Recording	Secure connection from Movius Cloud to Client Data Centre. Calls are streamed live to the Client DC – no recording or storage on Movius at all. In the event the live stream to Client DC fails for some reason, the actual call will be dropped to ensure a call will not occur if recording fails.	$45,500.00
ML IP Whitelisting	Allow listing of End User's IP addresses for Movius Management Portal (MMP) admin access and API URLs.	$12,500.00
Direct Links Cost Indicator	Link charges needed to make the connection from Movius to the customer for SIPREC.	$12,500.00 (billed annually)

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EXHIBIT A

MOVIUS DATA PROTECTION TERMS

This MultiLine Data Protection Requirements Exhibit (this "Exhibit") is hereby incorporated into the Solution Addendum to which it is attached (together with the underlying agreement, the "Agreement"). Unless otherwise defined in this Exhibit, capitalized terms will have the same meaning as in the Agreement, including the Solution Addendum. If there is a conflict between any provision in this Exhibit and any other provision of the Agreement, this Exhibit will control.

1. Definitions. The following capitalized terms will have the meanings ascribed to them:

"Covered Incident" means any instance in which T-Mobile and Movius have confirmed an actual, probable, or reasonably suspected access to or acquisition of Customer Data that was not authorized, whether arising from a Cybersecurity Event or otherwise.

"Customer Data" means any information about persons or entities who are prospective, former, or existing customers or employees of Customer or Customer's Affiliates (excluding such information that may be aggregated or anonymized), which Movius obtains or has access to as a result of the provision of the MultiLine Solution under Agreement.

"**Cybersecurity Event**" means any act or attempt, successful or unsuccessful, to gain unauthorized access to, disrupt or misuse Movius' Information System or information stored on Movius' Information System.

"Information System" means a discrete set of electronic information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of electronic information, as well as any specialized systems such as industrial/process control systems, telephone switching and private branch exchange systems, and environmental control systems.

"Process" means any operation or set of operations which is performed on information or on sets of information, including by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, viewing, disclosure by transmission, dissemination, alignment or combination, restriction, erasure, or destruction.

2. Scope.

2.1 General. This Exhibit only applies to the MultiLine Solution provided by T-Mobile to Customer. Customer acknowledges and agrees that this Exhibit does not apply to any other services provided by T-Mobile to Customer under the Agreement.

2.2 Movius. Customer also acknowledges and agrees that the MultiLine Solution, including the Software, MultiLine App, and MultiLine Portal, are hosted and operated by T-Mobile's subcontractor, Movius Interactive Corporation ("**Movius**"). As a result, T-Mobile will not have access to any Customer Data and, to the extent T-Mobile does have access to Customer Data, such data will be encrypted and T-Mobile will not have access to any key, code, or related information to decrypt the data or to otherwise be able to view or discover the original content of the data). To that end, Customer acknowledges and agrees that the obligations set forth in this Exhibit will not be directly applicable to T-Mobile, but T-Mobile will ensure that Movius complies with all obligations in this Exhibit.

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3. Handling of Customer Data.

3.1 Limitation of Processing. T-Mobile will ensure that Movius Processes Customer Data solely to the extent necessary to assist T-Mobile in performing T-Mobile's obligations under the Agreement. Movius may not Process Customer Data for any other purpose, including but not limited to: marketing to or contacting persons identifiable from such Customer Data (alone or in combination with other data), data mining, data analytics, or distribution of the information to any third parties, without written approval from Customer.

3.2 Individual Requests. T-Mobile will assist Customer in fulfilling its legal obligations to respond to individual requests, including requests to access Customer Data.

3.3 De-Identified Data. T-Mobile will ensure that Movius (1) will not, nor will it attempt to, re-identify any De-Identified Data with any personal information or otherwise perform functions that would re-identify the data, (2) has implemented technical and business safeguards that prohibit the re-identification of De-Identified Data, and (3) has implemented business processes to prevent inadvertent release of De-Identified Data. **"De-Identified Data**" means Customer Data that has been scrubbed, hashed, encrypted or otherwise obscured to remove any information that is reasonably linked to an identified or identifiable individual. Data that is readable only with a key or other technical measure is not De-Identified Data if Movius has access to the associated key or measure.

3.4 No Third-Party Sales of Information. T-Mobile will ensure that Movius does not sell, rent, transfer, share, disclose or otherwise make available or communicate orally, in writing, or by electronic or other means, whether for monetary or other valuable consideration or for any other reason, Customer Data to any third party, except with respect to Movius' subcontractors assisting in providing the MultiLine Solution, without the express written consent of Customer.

4. Privacy Program and Information Security Program.

4.1 T-Mobile will ensure that Movius has established, implemented, and will maintain during the Term comprehensive programs to (a) address privacy risks related to the development and management of existing and new products and services that Process Customer Data; (b) protect the privacy and confidentiality of Customer Data, (c) address security risks related to the development and management of existing and new products and services that Process Customer Data, and (d) protect the security of Customer Data (collectively, "the **Programs**") in each case, containing controls and procedures appropriate to Movius' size and complexity, the nature and scope of its activities, and the sensitivity of the information processed. T-Mobile will ensure that Movius designates a qualified employee or employees to coordinate and be responsible for such Programs.

4.2 The written Program documentation will contain the following requirements:

(a) Administrative, technical and physical safeguards to identify, assess and protect against unauthorized access to, acquisition of, or Processing of Customer Data.

(b) Formal risk management processes to identify reasonably foreseeable risks, both internal and external, physical or digital, that could result in the unauthorized collection, use, or disclosure of Customer Data and assessment of the sufficiency of any safeguards in place to control those risks. At a minimum, the Programs will document consideration of risks in each area of relevant operation, including:

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(1) employee hiring, training, and management, including training on the requirements of the Programs;
(2) identity management and physical and digital system access;(3) asset classification and control;
(4) secure product and software design, development, and testing, including access key and secret key management and secure cloud storage;
(5) review, assessment, and responses to third party security vulnerability reports;
(6) prevention, detection, and response to attacks, intrusions, or systems failures;
(7) system and application development and maintenance;
(8) change management, including immediate access control removal for terminated employees;
(9) Covered Incident and Cybersecurity Event detection, response and recovery, physical and environmental security;
(10) disaster recovery and business continuity;
(11) encryption and cryptographic key management; and
(12) Information System auditing, logging and monitoring

(c) The design and implementation of reasonable policies, controls and procedures to address the foregoing risks and regular testing or monitoring of the effectiveness of those controls and procedures;

(d) Development and use of steps to select and retain employees capable of appropriately protecting the privacy and security of Customer Data and requiring employees to implement and maintain appropriate privacy and security protections for such Customer Data; and

(e) Account for the evaluation and adjustment of the Programs in light of the results of the testing and monitoring required by Section 4.2(c), any changes to operations or business arrangements, regulatory obligations, or any other circumstances that are known (or there is reason to know) may have an impact on the effectiveness of the Programs.

5. Notification and Cooperation.

5.1 Cybersecurity Events. T-Mobile will cause Movius to promptly investigate all Cybersecurity Events to identify (i) any exploitable vulnerabilities related to the Cybersecurity Event and (ii) if the Cybersecurity Event caused or revealed any unauthorized access to, acquisition of, or Processing of Customer Data. The investigation will seek to establish the causes thereof and the nature and extent of all Customer Data, if any, affected by such activity and will proceed as quickly as reasonably possible:

(a) to mitigate any adverse impact or other harm to Customer or Customer's customers resulting from such Cybersecurity Event; and

(b) to prevent similar Cybersecurity Events from occurring in the future.

5.2 Covered Incidents. T-Mobile will notify Customer of a Covered Incident not more than seventy-two (72) hours after confirming the Covered Incident. T-Mobile will keep Customer informed at all stages of its investigation as appropriate, and of all actions taken in response.

5.3 Accessibility of Support. T-Mobile will ensure that Movius designates a single individual or group of individuals who will be available to 24 hours per day, 7 days per week, regarding its obligations under this Exhibit.

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6. SOC 2 Audit. T-Mobile will ensure that Movius' Information Systems that Process Customer Data have been and will be audited on an annual basis. Such audits are to be performed by an independent third-party auditor that tests against the most current Service Organization Controls (SOC) 2, Type II reporting framework as developed by the American Institute of Certified Public Accountants (AICPA) ("**SOC 2 Type II Audit**"). Alternatively, T-Mobile may require Movius to document or demonstrate its ability to fully comply with this Exhibit in addition to or in lieu of any SOC 2 Type II Audit.

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NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

ACTION LOG

Submit updated Action Log with each Request. Log must provide history of previous requests.

CONTRACT VENDOR: T-Mobile USA, Inc.

Contact Name and Email (for questions): Shannon.Hewitt-Tapp@T-Mobile.com

DATE: 4/13/2023

DATE SUBMITTED	ACTION REQUESTED:	DATE APPROVED
3/30/21	Dialpad Product Addition	3/31/21
9/22/21	Spireon Product Addition	9/23/21
9/24/21	Control Center IoT Product Addition	10/6/21
10/17/22	VASTLocate Product Addition	10/19/22
10/17/22	MarketSpark Product Addition	10/19/22
10/17/22	Ooma AirDial Product Addition	10/19/22
4/13/2023	Multiline Product Addition	

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STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 5

CONTRACT #: MA176

Starting Date: 7/1/2019

Expiration Date: 8/11/2024

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and T-Mobile USA, Inc. (Referred to as CONTRACTOR).

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

The Attachments in Section 8 of Master Agreement are updated as follows:
Attachment C: Cost Sheet is replaced with a new Attachment C as attached herein.
Attachment G: Plan Description is replaced with a new Attachment G as attached herein
Attachment V: Category 3 Subcategory Definitions is replaced with a new Attachment V as attached herein.
Attachment W-2: Awarded Subcategories is added as a new attachment attached herein.

The Parties agree that pricing for Message Archiving with Smarsh will be in accordance with the pricing in Attachment G: Plan Description. The Percentage Off Discount in Attachment C: Cost Sheet will not be applicable to the Message Archiving with Smarsh pricing in Attachment G: Plan Description.

The Parties agree that the addition of new product and service lines within Attachment G under Section 3 of the Scope of Work (Attachment B) may be done moving forward with written approval by the Lead State in lieu of a formal amendment to the Master Agreement.

Effective Date of Amendment: as of the last signature date below.

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

DocuSigned by:

10/27/2021

Contractor's Signature — Date

David Bezzant

Contractor's Name (Print)

Vice President, T-Mobile for Government

Title (Print)

Approved by:

T-Mobile USA, Inc. Legal Dept.

STATE OF UTAH

10/27/2021

Director, State of Utah Division of Purchasing — Date

For Division of Purchasing Internal Use

Purchasing Agent	Phone #	E-mail Address	Contract #
Solomon Kingston	801-957-7142	skingston@utah.gov	MA176

Attachment C - Cost Sheet

MA176-1 Wireless Voice, Data and Accessories Attachment C: Costsheet

Award Category 1 Costsheet

Vendor Name: T-Mobile USA, Inc.

Subsidized Device Scenarios

Scenario	Description *carrier provides a device along with the rate plan. Pricing is for 1 device/plan as applicable per scenario.*	rate ($ per month)	Usage Weight	Weighted Cost	OFFEROR NOTES Describe plan attributes and characteristics per the instructions*.
1	basic phone - unlimited voice & messaging	$20.00	0.115	$2.30	T-Mobile provides a basic phone with an MSRP value of $60.00 for calling and text messaging on a subsidized unlimited talk, text, and 2GB data plan. 24 months of service required.
2	Smartphone - 4 Gig of data, unlimited voice & messaging	$24.36	0.055	$1.34	T-Mobile provides a basic smart phone with an MSRP value of $110.00 included with a Smartphone Unlimited data, voice and messaging plan. 24 months of service required.
3	Smartphone - 300 minutes of voice, unlimited data & messaging	$20.00	0.357	$7.14	T-Mobile provides a smartphone discount of $50.00 on every unlimitd tablet plan. 24 months of service required on this rate plan.
4	Smartphone - unlimited data, voice & messaging	$34.44	0.048	$1.65	T-Mobile ONE for Government Unlimited • Includes a $240.00 device subsidy. • Unlimited minutes and messaging • Unlimited 4G LTE device data • 1GB Smartphone Mobile Hotspot • Unlimited Smartphone Mobile Hotspot @512kbps • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders • Optimized video streaming at 480p • Gogo in-flight 1 hour (unlimited flights) • Unlimited domestic data roaming Pricing includes the 16% NASPO discount. We also offer a $53.00 or $64.00 (before AVD) subsidized plans with higher subsidies that we can offer to NASPO. 1.1 Requirements for Customer to Qualify for Device Credits. (a) For the Device Credit to be effective, Customer must purchase a Device from T-Mobile with an activated line of Service under its Master Account. Each line of Service must be activated and maintained for at least 24 months from the date of activation without any suspension or termination of any line of Service (the "Subsidy Term"); (b) Customer can only choose one of the rate plans for each line of Service and cannot change or move the lines during the Subsidy Term; (c) Each line of Service and each Device purchased must be activated in accordance with the terms of the Agreement; and (d) Customer's account must remain in good standing with T-Mobile to receive the Device Credit. (e) Customer may upgrade the device after 20 months from date of activation after full payment of the outstanding amounts for the device. For the avoidance of doubt, lines of Service that are terminated or suspended (without reactivation) within the Subsidy Term will not qualify for any Device Credit. Subsidy Term/Termination; Device Recovery Fee. If any line of Service that received a Device Credit is terminated prior to the end of the Subsidy Term, then Customer agrees to pay or reimburse T-Mobile a pro rata portion of the Device Credit equal to 5% of the subsidy amount for each month that has been credited
5	data only - low - 150 kb	$8.40	0.014	$0.12	T-Mobile will give $5.00 off of a T-Mobile sold device with a 24 months agreement on the data only low 150kb plan.
6	data only - moderate - 4 Gig	$16.80	0.04	$0.67	T-Mobile will give $15.00 off a data only moderate 4GB plan off of a T-Mobile sold device with 24 months of service on the data only moderate 4GB plan.
7	data only - unlimited data	$38.25	0.287	$10.98	T-Mobile will provide up to $72.00 subsidy off of a T-Mobile sold compatable data hotspot device on the data only unlimied subsidy plan.
Total				$24.00	
Grand Total (C14 + K14)				$25.83	

Bring Your Own Device Scenarios

Scenario	Description *assume customer provides own device separately. Pricing is for 1 device/plan as applicable for scenario.*	rate	Usage Weight	Weighted Cost	OFFEROR NOTES Describe plan attributes and characteristics per the instructions*.
8	Smartphone - 4 Gig of data, unlimited voice & messaging	$20.00	0.01	$0.20	Subsidized Unlimited Talk, Text, and Data with 2GB (Other data allotments available) • Unlimited minutes • Unlimited messaging • Unlimited data with 2 GB high-speed • Smartphone Mobile Hotspot. Speeds slow at GB allotment. • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders • Binge On optimized video • Domestic data roaming • Music Freedom Pricing includes the 16% NASPO discount.
9	Smartphone - unlimited data, voice & messaging	$24.36	0.01	$0.24	T-Mobile ONE for Government Unlimited • Unlimited minutes and messaging • Unlimited 4G LTE device data • 1GB Smartphone Mobile Hotspot • Unlimited Smartphone Mobile Hotspot @512kbps • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders • Optimized video streaming at 480p • Gogo in-flight 1 hour (unlimited flights) • Unlimited domestic data roaming Pricing includes the 16% NASPO discount.
10	Tablet - 1 Gig of data	$20.00	0.01	$0.20	T-Mobile ONE for Government Tablet Unlimited. • Unlimited messaging and high-speed data • 1GB of 4G LTE Smartphone Mobile Hotspot (reduced to 3G after the bucket is used) • Simple Global • Optimized video streaming at 480p • Stateside International Unlimited Texting • Mobile Without Borders • Domestic data roaming Pricing includes the 16% NASPO discount.
11	Unlimited Data Plans (no Throttling) that are used by First Responders	$33.60	0.01	$0.34	Priority ONE for First Responders with no de-prioritization • Unlimited minutes and messaging • Unlimited 4G LTE device data • 1GB Smartphone Mobile Hotspot • Unlimited Smartphone Mobile Hotspot @512kbps • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders • Optimized video streaming at 480p • Gogo in-flight 1 hour (unlimited flights) • Unlimited domestic data roaming Pricing includes the 16% NASPO discount.
12	data only - low - 150 kb	$8.40	0.01	$0.08	Simple Choice for Government 1GB •Unlimited data (speeds slow at 1GB) •Unlimited domestic messaging •Smartphone Mobile HotSpot •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Music Freedom Pricing includes the 16% NASPO discount.
13	data only - moderate - 4 Gig	$16.80	0.01	$0.17	Simple Choice for Government 3GB •Unlimited data (speeds slow at 3GB) •Unlimited domestic messaging •Smartphone Mobile HotSpot •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Music Freedom Pricing includes the 16% NASPO discount.
14	data only - unlimited data	$38.25	0.01	$0.38	Simple Choice for Government MI Unlimited • Unlimited High-speed Mobile Internet Data • Unlimited domestic messaging • Domestic data roaming • Simple Global • Stateside International Unlimited Texting • Music Freedom Pricing includes the 16% NASPO discount
Total				$1.61	

Subsidized Device Scenario Requirements

Scenario	Description	requirements
1	basic phone - unlimited voice & messaging	*monthly rate covers 1 user / plan for device, network access, unlimited voice talk time and unlimited messaging *device must be most current in stock device *data used on device will be pulled from account pool *plan includes unlimited messaging from the US to other countries
2	Smartphone - 4 Gig of data, unlimited voice & messaging	*monthly rate covers 1 user / plan for device, network access, unlimited voice talk time, unlimited messaging, unlimited mobile hot spot and at least 4 Gig of 4G data *device must be no older than one generation removed from most current model *data must contribute to overall account pool *unused data from the previous month may roll over into the next month's allowance *plan includes unlimited messaging from the US to other countries
3	Smartphone - 300 minutes of voice, unlimited data & messaging	*monthly rate covers 1 user / plan for device, network access, 300 minutes of voice talk time, unlimited messaging, unlimited mobile hot spot and unlimited 4G data *device must be no older than one generation removed from most current model *data must not throttle before at least 20 gigs of data have been used in the current month *minutes must contribute to overall account pool *plan includes unlimited messaging from the US to other countries
4	Smartphone - unlimited data, voice & messaging	*monthly rate covers 1 user / plan for device, network access, unlimited voice talk time, unlimited messaging, unlimited mobile hot spot and unlimited 4G data *device must be no older than one generation removed from most current model *data must not throttle before at least 20 gigs of data have been used in the current month *plan includes unlimited messaging from the US to other countries
5	data only - low - 150 kb	*monthly rate covers 1 user / plan for device, network access and at least 150 kb of 4G data *device must be no older than one generation removed from most current model *data must contribute to overall account pool *unused data from the previous month may roll over into the next month's allowance
6	data only - moderate - 4 Gig	*monthly rate covers 1 user / plan for device, network access, at least 4 Gig of 4G data and unlimited mobile hotspot *device must be no older than one generation removed from most current model *data must contribute to overall account pool *unused data from the previous month may roll over into the next month's allowance
7	data only - unlimited data	*monthly rate covers 1 user / plan for device, network access, unlimited 4G data and unlimited mobile hotspot *device must be no older than one generation removed from most current model *data must not throttle before at least 20 gigs of data have been used in the current month

Bring Your Own Device Scenarios

Scenario	Description	requirements
8	Smartphone - 4 Gig of data, unlimited voice & messaging	*monthly rate covers 1 user / plan for network access, unlimited voice talk time, unlimited messaging, unlimited mobile hot spot and at least 4 Gig of 4G data *data must contribute to overall account pool *unused data from the previous month may roll over into the next month's allowance *plan includes unlimited messaging from the US to other countries
9	Smartphone - unlimited data, voice & messaging	*monthly rate covers 1 user / plan for network access, unlimited voice talk time, unlimited messaging, unlimited mobile hot spot and unlimited 4G data *data must not throttle before at least 20 gigs of data have been used in the current month *plan includes unlimited messaging from the US to other countries
10	Tablet - 1 Gig of data	*monthly rate covers 1 user / plan for network access, unlimited mobile hot spot and at least 1 Gig of 4G data *data must contribute to overall account pool *unused data from the previous month may roll over into the next month's allowance
11	Unlimited Data Plans (no Throttling) that are used by First Responders	*monthly rate covers 1 user / plan for network access, unlimited voice talk time, unlimited messaging, unlimited mobile hot spot and unlimited 4G data *plan includes unlimited messaging from the US to other countries
12	data only - low - 150 kb	*monthly rate covers 1 user / plan for network access, at least 150 kb of 4G data *data must contribute to overall account pool *unused data from the previous month may roll over into the next month's allowance
13	data only - moderate - 4 Gig	*monthly rate covers 1 user / plan for network access and at least 4 Gig of 4G data and unlimited mobile hotspot *data must contribute to overall account pool *unused data from the previous month may roll over into the next month's allowance
14	data only - unlimited data	*monthly rate covers 1 user / plan for network access, unlimited 4G data and unlimited mobile hotspot *data must not throttle before at least 20 gigs of date have been used in the current month

Catalog Discount Offering

Description	Percentage Off (%)	What aspects of plans does this discount apply to? Please be specific.
Percentage off discount rate offered plans as defined by the Scope of Work (Must be an entry to be responsive)	16%	The 16% NASPO discount applies to the rate plans listed above in Category 1.

ILU Discount Offering

Description	Percentage Off (%)	What aspects of plans does this discount apply to? Please be specific.
Percentage off discount rate offered to ILU accounts as defined by the Scope of Work	up to 33%	Amplified Program: Get the hook up with T-Mobile Amplified - exclusive savings of up to 33% off for your employees and their families. •Talk, text & 4G LTE data on your smartphone •Mobile hotspot •Video streaming •FREE Gogo® in-flight Wi-Fi •International coverage in 210+ countries and destinations (up to 256 Kbps) •Name ID •Voice to text •No-cost DIGITS® number with each line

Attachment C - Cost Sheet

MA176-1 Wireless Voice, Data and Accessories Attachment C: Costsheet

Award Category 2 Costsheet

Vendor Name: T-Mobile USA, Inc.

Item Number	Item Description	Manufacture/Brand	Model	Price Per Unit	MSRP	Category Percentage off of MSRP (If applicable)	Average Cost	Notes
1	Cases	Griffin	Apple iPhone X Survivor Strong Case - Black	$29.99	$29.99	25.00%	$36.66	Other options available at https://business.t-mobile.com/accessories
		Apple	Silicone Case for iPhone XS	$39.99	$39.99	25.00%		Other options available at https://business.t-mobile.com/accessories
		OtterBox	SymmetrySeries Case for Samsung Galaxy S9	$39.99	$39.99	25.00%		Other options available at https://business.t-mobile.com/accessories
2	Screen Protectors	Tech21	Apple iPhone X/XS Impact Shield	$34.99	$34.99	25.00%	$29.99	Other options available at https://business.t-mobile.com/accessories
		PureGear	Roll-On Extreme Impact for Samsung Galaxy S9	$29.99	$29.99	25.00%		Other options available at https://business.t-mobile.com/accessories
		PureGear	Roll-On Extreme Impact for Apple iPhone X/XS	$24.99	$14.99	25.00%		Other options available at https://business.t-mobile.com/accessories
3	Chargers	T-Mobile	4ft Lightning Cable	$19.99	$19.99	25.00%	$18.32	Other options available at https://business.t-mobile.com/accessories
		Belkin	Micro-USB to USB A Cable, 4ft	$19.99	$19.99	25.00%		Other options available at https://business.t-mobile.com/accessories
		T-Mobile	Micro Cable 4 ft Black	$14.99	$14.99	25.00%		Other options available at https://business.t-mobile.com/accessories
4	Headsets for use with wireless devices	Apple	EarPods with Lightning Connector	$29.99	$29.99	25.00%	$69.99	Other options available at https://business.t-mobile.com/accessories
		Apple	Airpods	$159.99	$159.99	25.00%		Other options available at https://business.t-mobile.com/accessories
		Skullcandy	Ink'd Wired with mic - Black	$19.99	$19.99	25.00%		Other options available at https://business.t-mobile.com/accessories
5	Speakers for use with wireless devices	JBL	Go Speaker	$39.99	$39.99	25.00%	$123.32	Other options available at https://business.t-mobile.com/accessories
		JBL	Link 10 - Black	$149.99	$149.99	25.00%		Other options available at https://business.t-mobile.com/accessories
		Ultimate Ears	BLAST and POWER UP - Black	$179.99	$179.99	25.00%		Other options available at https://business.t-mobile.com/accessories
6	Basic Cell Phone	Alcatel	GO FLIP	$75.00	$75.00	0.00%	$25.00	Pricing are subject to change at time of purchase and availability.
		N/A	N/A	$0.00	$0.00	0.00%		
		N/A	N/A	$0.00	$0.00	0.00%		
7	Push to Talk Device	N/A	N/A	$0.00	$0.00	0.00%	$0.00	
		N/A	N/A	$0.00	$0.00	0.00%		
		N/A	N/A	$0.00	$0.00	0.00%		
8	SmartPhones	Apple	iPhone XS 64GB	$999.99	$999.99	0.00%	$873.33	Pricing are subject to change at time of purchase and availability.
		Apple	iPhone X 64GB	$899.99	$899.99	0.00%		Pricing are subject to change at time of purchase and availability.
		Samsung	Galaxy S9 64GB	$720.00	$720.00	0.00%		Pricing are subject to change at time of purchase and availability.
9	Tablets	Apple	iPad 32GB	$459.99	$459.99	0.00%	$493.33	Pricing are subject to change at time of purchase and availability.
		Apple	iPad Pro 10.5 64GB	$779.99	$779.99	0.00%		Pricing are subject to change at time of purchase and availability.
		Samsung	Galaxy Tab E	$240.00	$240.00	0.00%		Pricing are subject to change at time of purchase and availability.
10	Cellular Modems stand alone, integrated or USB	N/A	N/A	$0.00	$0.00	0.00%	$0.00	
		N/A	N/A	$0.00	$0.00	0.00%		
		N/A	N/A	$0.00	$0.00	0.00%		
11	MiFi Hot Spots	Alcatel	LINKZONE	$72.00	$72.00	0.00%	$24.00	Pricing are subject to change at time of purchase and availability.
		N/A	N/A	$0.00	$0.00	0.00%		
		N/A	N/A	$0.00	$0.00	0.00%		
12	WiFi Cellular Routers	N/A	N/A	$0.00	$0.00	0.00%	$0.00	
		N/A	N/A	$0.00	$0.00	0.00%		
		N/A	N/A	$0.00	$0.00	0.00%		
13	IoT Sensors	N/A	N/A	$0.00	$0.00	0.00%	$0.00	
		N/A	N/A	$0.00	$0.00	0.00%		
		N/A	N/A	$0.00	$0.00	0.00%		
14	Cellular-enabled video cameras	N/A	N/A	$0.00	$0.00	0.00%	$0.00	
		N/A	N/A	$0.00	$0.00	0.00%		
		N/A	N/A	$0.00	$0.00	0.00%		
15	Cords / cables	N/A	N/A	$0.00	$0.00	0.00%	$0.00	
		N/A	N/A	$0.00	$0.00	0.00%		
		N/A	N/A	$0.00	$0.00	0.00%		
16	Signal Boosters / Antennas	TBD	TBD	$0.00	$0.00	0.00%	$0.00	T-Mobile will work with each Participating State on in-buildling solutions.
		TBD	TBD	$0.00	$0.00	0.00%		T-Mobile will work with each Participating State on in-buildling solutions.
		TBD	TBD	$0.00	$0.00	0.00%		T-Mobile will work with each Participating State on in-buildling solutions.
Total							$278.28	

ILU Discount Offering

Descripiton	Pecentage Off (%)	What aspects of plans does this discount apply to? Please be specific.
Percentage off discount rate offered to ILU accou	$0.00	Promotional offerings at the time of purchase may apply.

MA176-1 Wireless Voice, Data and Accessories Attachment C: Costsheet				
Category 3A: Fleet Management Costsheet				
VENDOR		T-Mobile USA, Inc.		
Monthly Recurring Cost				
Description	***minimum quantity of vehicles***	***monthly fee***	***total annual cost*** *(qty x fee x 12)*	***OFFEROR NOTES*** Describe plan attributes and characteristics per the instructions*.
Basic Fleet Management	10	$12.60	$1,512.00	SyncUP FLEET: Advanced, real-time fleet management and monitoring for organizations of all sizes. Includes access to the web-based portal that
	100	$12.60	$15,120.00	SyncUP FLEET: Advanced, real-time fleet management and monitoring for organizations of all sizes. Includes access to the web-based portal that
	500	$12.60	$75,600.00	SyncUP FLEET: Advanced, real-time fleet management and monitoring for organizations of all sizes. Includes access to the web-based portal that
	1000	$12.60	$151,200.00	SyncUP FLEET: Advanced, real-time fleet management and monitoring for organizations of all sizes. Includes access to the web-based portal that
	5000	$12.60	$756,000.00	SyncUP FLEET: Advanced, real-time fleet management and monitoring for organizations of all sizes. Includes access to the web-based portal that
Total Annual Recurring Cost			**$999,432.00**	
Service Requirements				
Description		***requirements***		
Basic Fleet Management		*Solution to track, monitor & dispatch vehicles while collecting information on vehicle location & operation *must have option to connect to vehicle's On Board Diagnostic-II (OBD-II) port *Ability to monitor vehicle location *Provide location-based vehicle dispatch support *Collect information on driver performance *Real time and historical reporting via secure, centralized portal *Ability to set up alerts based on customer devined parameters		
Installation & Set Up Costs				
Description	***minimum quantity of vehicles***	***cost per vehicle***	***Total Set Up Cost***	***OFFEROR NOTES*** Details of Installation and Set Up of customer's instance
Total One Time Cost for Installation, Set Up and Basic System Administrator Training	10	$0.00	$0.00	Installation, set up and basic training is included at no charge.
	100	$0.00	$0.00	Installation, set up and basic training is included at no charge.
	500	$0.00	$0.00	Installation, set up and basic training is included at no charge.
	1000	$0.00	$0.00	Installation, set up and basic training is included at no charge.
	5000	$0.00	$0.00	Installation, set up and basic training is included at no charge.
Total Installation and Set Up Cost			**$0.00**	
Installation & Set Up Requirements				
Description		***requirements***		
Installation, Set Up and Basic System Administrator Training		*Set up and configuration of customer's instance in provider's hosted environment. *install each device in vehicle and connect to OBD-II		

Scorable Cost	**$999,432.00**

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MA176 Wireless Voice, Data and Accessories Attachment C: Costsheet Category 3B: Mobile Device Management Costsheet				
VENDOR		T-Mobile USA, Inc.		
Monthly Recurring Cost				
Description	***minimum quantity of licenses***	***monthly fee***	***total annual cost*** *(qty x fee x 12)*	***OFFEROR NOTES*** Describe plan attributes and characteristics per the instructions*.
Basic Mobile Device Management cost per device	10	$4.00	$480.00	Provides IBM MaaS360 Essentials Suite
	100	$3.90	$4,680.00	Provides IBM MaaS360 Essentials Suite
	500	$3.80	$22,800.00	Provides IBM MaaS360 Essentials Suite
	1000	$3.70	$44,400.00	Provides IBM MaaS360 Essentials Suite
Total Annual Recurring Cost			**$72,360.00**	
Service Requirements				
Description		***requirements***		
Basic Mobile Device Management		*central control to enroll, configure, secure, monitor and manage all enrolled devices (ioS, Android, Blackberry, Windows) *Ability to confirgure and update devices over-the-air *Ability to push and update custom apps to devices over-the-air *Enforce security and compliance policies *Secure Mobile Access to corporate resources *Provide Secure Container for corporate apps and data on each device *Ability to remote wipe entire device and / or only apps and data in secure container		
Installation & Set Up Costs				
Description	***minimum quantity of licenses***		***Total Set Up Cost***	***OFFEROR NOTES*** Details of Installation and Set Up of customer's instance
Total One Time Cost for Installation, Set Up and Basic System Administrator Training	10		$299.00	
	100		$0.00	Installation for 100 lines and above is complementary
	500		$0.00	
	1000		$0.00	
Total Installation and Set Up Cost			**$299.00**	applies only to installation/deployment under 100 lines
Installation & Set Up Requirements				
Description		***requirements***		
Installation, Set Up and Basic System Administrator Training		*Set up and configuration of customer's instance in provider's hosted environment. *At least one remote meeting with customer's designated system administrator to complete set up and provide knowledge transfer.		

Scorable Cost	**$72,659.00**

Consultative Hourly Rate (this rate will be included in the contract)	$0.00

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MA176 Wireless Voice, Data and Accessories Attachment C: Costsheet Category 3B: Mobile Device Management Costsheet				
VENDOR		T-Mobile USA, Inc.		
Monthly Recurring Cost				
Description	***minimum quantity of licenses***	***monthly fee***	***total annual cost*** *(qty x fee x 12)*	***OFFEROR NOTES*** Describe plan attributes and characteristics per the instructions*.
Basic Mobile Device Management cost per device	10	$3.78	$453.60	Providees Vmware Workspace One Standard Annual charge only, monthly fee not available.
	100	$3.69	$4,422.60	Providees Vmware Workspace One Standard Annual charge only, monthly fee not available.
	500	$3.59	$21,546.00	Providees Vmware Workspace One Standard Annual charge only, monthly fee not available.
	1000	$3.50	$41,958.00	Providees Vmware Workspace One Standard Annual charge only, monthly fee not available.
Total Annual Recurring Cost			**$68,380.20**	
Service Requirements				
Description		***requirements***		
Basic Mobile Device Management		*central control to enroll, configure, secure, monitor and manage all enrolled devices (ioS, Android, Blackberry, Windows) *Ability to confirgure and update devices over-the-air *Ability to push and update custom apps to devices over-the-air *Enforce security and compliance policies *Secure Mobile Access to corporate resources *Provide Secure Container for corporate apps and data on each device *Ability to remote wipe entire device and / or only apps and data in secure container		
Installation & Set Up Costs				
Description	***minimum quantity of licenses***		***Total Set Up Cost***	***OFFEROR NOTES*** Details of Installation and Set Up of customer's instance
Total One Time Cost for Installation, Set Up and Basic System Administrator Training	10		$2,000.00	This is a one time setup cost for basic Vmware Workspace One. There is no additional fee for adding more lines
	100		$2,000.00	This is a one time setup cost for basic Vmware Workspace One. There is no additional fee for adding more lines
	500		$2,000.00	This is a one time setup cost for basic Vmware Workspace One. There is no additional fee for adding more lines
	1000		$2,000.00	This is a one time setup cost for basic Vmware Workspace One. There is no additional fee for adding more lines
Total Installation and Set Up Cost			**$2,000.00**	
Installation & Set Up Requirements				
Description		***requirements***		
Installation, Set Up and Basic System Administrator Training		*Set up and configuration of customer's instance in provider's hosted environment. *At least one remote meeting with customer's designated system administrator to complete set up and provide knowledge transfer.		

Scorable Cost	**$70,380.20**

Consutlative Hourly Rate (this rate will be included in the contract)	$0.00

Attachment C - Cost Sheet

MA176 Wireless Voice, Data and Accessories Attachment C: Costsheet					
Award Category 3-B Costsheet					
Vendor Name:				T-Mobile USA, Inc.	
	Product Name	***Product Description***	***Characteristics of Product***	***Percentage Off Discount (%)****	***Notes***
	Message Archiving with Smarsh	Message Archiving of SMS,MMS, and RCS messages	Archives users SMS, MMS, and RCS messages		4%
				4%	

*The Offeror with the highest proposed minimum discount % (or Average disocunt off) for the given subcategory will receive 100% of the cost points possible for that service category. All other Offerors will receive a percentage of the cost points possible based on the percentage by which their proposed discount % is lower than the highest discount % in the given category. The formula to compute cost points is: (Proposed Discount % / Maximum Proposed Discount %) * Total Cost Points Available.

Consutlative Hourly Rate (this rate will be included in the contract)	$0.00

MA176-1 Wireless Voice, Data and Accessories Attachment C: Costsheet				
Category 3C: Mobile Integration Costsheet				
VENDOR		T-Mobile USA, Inc.		
Monthly Recurring Cost				
Description	***minimum quantity of licenses***	***monthly fee***	***total annual cost*** *(qty x fee x 12)*	***OFFEROR NOTES*** Describe plan attributes and characteristics per the instructions*.
Basic Mobile Integration cost per device	10	$23.50	$2,820.00	a. Cloud PBX Calling i. Direct Inward Dial/Direct Outward Dial to/from Business Phone Number ii. Direct Inward Dial/Direct Outward Dial to/from Business email address to Business email address iii. Personal Group Calling (existing and ad-hoc) 3-Way calling implemented through ad-hoc personal groups iv. Transfer (Blind, Consultative) v. Hold vi. Call Waiting vii. Call Waiting ID viii. Call Forward (All, No Answer, Busy, Selective) ix. Find Me Follow Me x. Do Not Disturb xi. Out of Office xii. Caller Name & Number xiii. Call Name &/or ID Block (outbound) xiv. Call pull xv. Voicemail xvi. Voicemail to text (300 sec)
	100	$23.50	$28,200.00	Same as above.
	500	$23.50	$141,000.00	Same as above.
	1000	$23.50	$282,000.00	Same as above.
Total Annual Recurring Cost			**$454,020.00**	

Service Requirements		
Description		***requirements***
Basic Mobile Integration		As a minimum, solutions meeting this criteria will provide: •Single Number Reach or the ability for a user to be reached at a single business telephone number. •Calls to that single telephone number would ring at both the user's desk phone or mobile device either through simultaneous and/or sequential ringing. • Single Voicemail Box for calls to that single business number.

Installation & Set Up Costs				
Description	***minimum quantity of licenses***		***Total Set Up Cost***	***OFFEROR NOTES*** Details of Installation and Set Up of customer's instance
Total One Time Cost for Installation, Set Up and Basic System Administrator Training	10		$0.00	Installation and Set up at no cost.
	100		$0.00	Installation and Set up at no cost.
	500		$0.00	Installation and Set up at no cost.
	1000		$0.00	Installation and Set up at no cost.
Total Installation and Set Up Cost			**$0.00**	

Installation & Set Up Requirements		
Description		***requirements***
Installation, Set Up and Basic System Administrator Training		*Set up and configuration of customer's mobile service with integration to wired service. *At least one remote meeting with customer's designated system administrator to complete set up and provide knowledge transfer.

Scorable Cost	**$454,020.00**

Consutlative Hourly Rate (this rate will be included in the	$0.00

Attachment C - Cost Sheet

MA176 Wireless Voice, Data and Accessories Attachment C: Costsheet					
Award Category 3-D, E, F Costsheet					
Vendor Name:				Actsoft, Inc.	
	Product Name	***Product Description***	***Characteristics of Product***	***Percentage Off Discount (%)****	***Notes***
	Encore Classic	Workforce Management (WFM) – Management tools to dispatch and monitor employees/job status	Time & Attendance. Choice of 4 other prebuilt forms modules. Standard reports		
	Encore Essentials	Workforce Management (WFM) – Management tools to dispatch and monitor employees/job status	Time & Attendance. Choice of 500 other prebuilt forms modules. Ability to custtomize forms and reporting		
	Encore Ultimate	Workforce Management (WFM) – Management tools to dispatch and monitor employees/job status	Time & Attendance. Choice of 500 other prebuilt forms modules. Ability to custtomize forms and reporting. Scheduling & Dispatch. Adhoc Reporting. Access to APIs		
	Encore EVV	For Healthcare, EVV enables healthcare companies to comply with government regulations to document home visits and keep data secure.	Visit Verification. Visit Scheduling & Verification		
	Encore EVV+Time	For Healthcare, EVV enables healthcare companies to comply with government regulations to document home visits and keep data secure.	Time & Attendace. Visit Scheduling & Verification		
	Encore Classic Vault	Workforce Management (WFM) – Management tools to dispatch and monitor employees/job status with enhanced data security	Time & Attendance. Choice of 4 other prebuilt forms modules. Standard reports		
	Encore Essentials Vault	Workforce Management (WFM) – Management tools to dispatch and monitor employees/job status with enhanced data security	Time & Attendance. Choice of 500 other prebuilt forms modules. Ability to custtomize forms and reporting		
	Encore Ultimate Vault	Workforce Management (WFM) – Management tools to dispatch and monitor employees/job status with enhanced data security	Time & Attendance. Choice of 500 other prebuilt forms modules. Ability to custtomize forms and reporting. Scheduling & Dispatch. Adhoc Reporting. Access to APIs		
	Encore GPS Tracking	Continous GPS Tracking provides near real-time worker location and smarter scheduling	Add-on service to other product tiers		
				10%	

*The Offeror with the highest proposed minimum discount % (or Average disocunt off) for the given subcategory will receive 100% of the cost points possible for that service category. All other Offerors will receive a percentage of the cost points possible based on the percentage by which their proposed discount % is lower than the highest discount % in the given category. The formula to compute cost points is: (Proposed Discount % / Maximum Proposed Discount %) * Total Cost Points Available.

Consutlative Hourly Rate (this rate will be included in the contract)	$150.00

Attachment C - Cost Sheet

MA176 Wireless Voice, Data and Accessories Attachment C: Costsheet					
Award Category 3-D,E,F Costsheet					
Vendor Name:				doForms, Inc.	
	Product Name	***Product Description***	***Characteristics of Product***	***Percentage Off Discount (%)****	***Notes***
	doForms Standard	Standard doForms mobile forms	doForms standard mobile forms features		
	doForms Advanced	Standard + Workflow	Includes workflow, dispatch, GPS tracking, scheduling, etc...		
	doForms Premium	Advanced + Integration	Includes web services and integration (QuickBooks, Salesforce, SharePoint, SQL/Oracle, Access, Excel, etc..)		
	doForms Credits 5,000	5,000 doForms Credits	Credits for external form submissions		Additional option for 1,000 credits
				0.50%	

*The Offeror with the highest proposed minimum discount % (or Average disocunt off) for the given subcategory will receive 100% of the cost points possible for that service category. All other Offerors will receive a percentage of the cost points possible based on the percentage by which their proposed discount % is lower than the highest discount % in the given category. The formula to compute cost points is: (Proposed Discount % / Maximum Proposed Discount %) * Total Cost Points Available.

Consutlative Hourly Rate (this rate will be included in the contract)	$95 - $250 per hour depending upon resource (Developer, PM, PS, etc..)

Attachment C - Cost Sheet

MA176 Wireless Voice, Data and Accessories Attachment C: Costsheet					
Award Category 3-E, F Costsheet					
Vendor Name:	GoCanvas				
	Product Name	***Product Description***	***Characteristics of Product***	***Percentage Off Discount (%)****	***Notes***
	GoCanvas Mobile Forms Platform	Leading Mobile and cloud software platform alllowing organizations to modernize any outdated or paper based work process to be pubklished and carried out on a smartphone or tablet. Once digital, these enhanced business processes and workflows can better connect workers to the data they need as well as each other and empowers the business to make smarter decisions based on real data insights from the front-lines.	- Drag & drop, no-code app builder - Powerful PDF designer - Offline Access - Workflow & Dispatch - Custom Analytics - Unlimited Cloud Storage - Out-of-the-Box & Custom Intgerations - Industry Standard Encryption and Security - GDPR Compliant	4%	4% discount

*The Offeror with the highest proposed minimum discount % (or Average disocunt off) for the given subcategory will receive 100% of the cost points possible for that service category. All other Offerors will receive a percentage of the cost points possible based on the percentage by which their proposed discount % is lower than the highest discount % in the given category. The formula to compute cost points is: (Proposed Discount % / Maximum Proposed Discount %) * Total Cost Points Available.

Consutlative Hourly Rate (this rate will be included in the contract)	$0.00

Attachment C - Cost Sheet

MA176 Wireless Voice, Data and Accessories Attachment C: Costsheet

Award Category 3-L Costsheet

Vendor Name: Hitachi — T-Mobile USA Inc.

	Product Name	Product Description	Characteristics of Product	Percentage Off Discount (%)*	Notes
	myDevices Gateway - cellular enabled	LoRA WAN gateway	1 gateway + 1 license + data connectivity		
	myDevices Gateway - ethernet only	LoRA WAN gateway	1 gateway + 1 license		
	Temperature sensor	Temperature & Humidity sensor is a Long Range LoRaWAN Sensor. It includes a built-in SHT20 Temperature & Humidity sensor and has an external sensor connector to connect to external sensors such as Temperature Sensor, Soil Moisture Sensor, Tilting Sensor etc.	1 sensor + 1 license		
	3-button satisfaction survey	A simple 3 push button terminal that monitors in real time the average level of satisfaction, generates alerts when satisfaction is falling and records corrective actions taken by your agents. Collect information about your users and monitor the improvement in satisfaction and in your interventions' performance. The solution allows you to collect valuable data such as the time required for each intervention, their duration or the impact on satisfaction.	1 sensor + 1 license		
	2 button satisfaction survey	A simple 2 push button terminal that monitors in real time the average level of satisfaction, generates alerts when satisfaction is falling and records corrective actions taken by your agents. Collect information about your users and monitor the improvement in satisfaction and in your interventions' performance. The solution allows you to collect valuable data such as the time required for each intervention, their duration or the impact on satisfaction.	1 sensor + 1 license		
	Bluetooth beacon	The H2 beacon is one of your best choices for indoor navigation tracking solutions. It is based on a 2.4GHZ design, and boasts a waterproof level of IP67. In addition to broadcasting its own MAC address, the H2 beacon also broadcasts the strength of the Bluetooth signal, which is RSSI information.	1 sensor + 1 license		
	Global Sat push button	The GlobalSat LT-501 standard series is a RF Network tracker specifically designed for both indoor and outdoor monitoring on objects. It is compact, light, and easy to use. The device is also equipped with the rechargeable battery to provide basic power usage.	1 sensor + 1 license		
	Smart waste bin sensor	The Smart Waste Bin Detector sensor is designed for waste bin (trash bin) status detection. It detects full/empty, flame risk, inclined (fall) or not and etc. With LoRaWAN module, it transmits the status via gateway to networks server and application server. User can monitor the status remotely. With the application software, user can assign the collector resource work plan and route plan. Analyze task performance and find out solution to improve. Finally the objective of high efficiency , good environment, and low cost are achieved. As it is with algorithm of low power consumption, the internal battery can work for more than 5 years (at 4 hours interval upload intervals).	1 sensor + 1 license		
	Bob predictive maintenance sensor	The Bob Assistant predictive maintenance sensor by eolane learns quickly and well! It applies analysis algorithms embedded in the sensor to understand and monitor all of your equipment. Zero infra, zero wiring, zero configuration. To install Bob, simply place it on your equipment. Bob works independently for several years.	1 sensor + 1 license		
	Desk presense sensor	The Elsys ERS Desk is a LoRaWAN sensor for measuring desk occupancy. ERS Desk is designed to mount under the desk and senses when somebody is using the desk (standing/sitting).It can be used for dynamic workplace management, facility management and workplace statistics. The sensor also measures temperature humidity and light. ERS Desk is powered by two 3,6V AA lithium battery.	1 sensor + 1 license		
	Sound Sensor	The Elsys ERS Sound sensor is a LoRaWAN room sensor that measures indoor environment. ERS sound is enclosed in a room sensor box and is designed to be wall mounted. Inside the ERS you will find five internal sensors: Temperature sensor, humidity sensor, light sensor, Sound level sensor (peak and average) and a motion sensor (PIR). ERS sound is powered by two 3,6V AA lithium battery(ER14505).	1 sensor + 1 license		
	CO2 sensor	The Elsys ERS CO2 is a LoRaWAN room sensor that measures indoor environment. ERS CO2 is enclosed in an room sensor box and is designed to be wall mounted. Inside the ERS CO2 you will find five sensors: Temperature sensor, humidity sensor, light sensor, CO2 sensor and a motion sensor (PIR). The ERS CO2 is powered by two 3,6V AA lithium battery.	1 sensor + 1 license		
	Room Occupancy Sensor	The Elsys ERS Eye is a LoRaWAN sensor for room occupancy detection. ERS Eye is designed to be mounted on the ceiling and senses when somebody is using the room (standing/sitting). It can be used for dynamic workplace management, facility management and workplace statistics. The sensor also measures temperature, humidity and light. ERS Eye is powered by two 3,6V AA lithium battery.	1 sensor + 1 license		
	Smoke and Heat sensor	The LS-134 is an M2M/IoT station that is LoRaWAN™ compliant for smoke and heat detectors that save lives by LoRa® every day. These small but effective devices are a vital fire safety early warning system, in both the workplace and the home.	1 sensor + 1 license		
	Industrial temperature and humidiy sensor with probe	The Ideotron industrial temperature and relative humidity sensor can be used for a variety of applications and comes equipped with a temperature probe. Its IP67 enclosure is waterproof, making it ideal for walk-in refrigerators and freezers.	1 sensor + 1 license		
	Indoor window and door sensor	Netvox's wireless door/window sensor utilizes a magnetic switch to detect when a door or window is opened. Ideal for areas where access needs to be monitored, the wireless sensor sends an alert message to a centralised monitoring system via the LoRaWAN protocol when a window or door is opened.	1 sensor + 1 license		
	Occupancy, temperature and light sensor	Netvox's wireless occupancy, temperature and light sensor reports temperature and illumination status values over the LoRaWAN network at pre-arranged intervals. In addition to this the infrared occupancy sensor will alert to real-time movement once the sensor is triggered to report occupied status of the area.	1 sensor + 1 license		
	Rodent traps with sensor	When you're dealing with a rodent problem, there's plenty of frustrations to deal with – remembering to constantly check your traps shouldn't be one of them. With the Victor Smart-Kill Electronic Mouse/Rat Trap, you can get updates from your trap no matter where you are! This innovative Wi-Fi-enabled trap pairs with an app on your smartphone or other mobile device and sends a notification to alert you of a catch, letting you know when it's time to empty the trap without having to check.	1 sensor + 1 license		
	People Counter sensor	The Irisys Vector 4D AI is the most advanced people counter in the world with 100% count accuracy. Impressive features such as passive staff detection, dwell time measuring and the ability to connect multiple units to cover wide openings enable this IoT device to help smart businesses go beyond people counting and optimize the customer experience. And it does all this anonymously, protecting customer and staff privacy!	1 sensor + 1 license		
				10%	

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Consultative Hourly Rate (this rate will be included in the contract)	$150 per hour, $500 minium

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CA0812 Wireless Voice, Data and Accessories
Attachment G: Plan Coverage
Ohio document is intended to cover Ohio plans only)
Carrier lists every plan and feature available under the NASPO ValuePoint contract, and provides full details of the plan or feature
Fill in each column for each plan or feature included. Enter "not applicable" or "N/A" for any column that does not apply to a specific plan or feature.
Plans must list only Offerors submission Attachment C are to be entered on this attachment.

Plan # or Feature #	Plan or Feature Description	Monthly Cost Before Discount	Discount Percentage	NASPO ValuePoint Monthly Cost (net of discount)	One time Cost Amount	Description of One Time Cost	Details of Plan																																Details of Add-On Features						Plan or Feature Rules & Restrictions	Available to new Users Currently
							Voice							Data							Messaging					Subsidized Device	Equipment																				
							anytime minutes included	nights / weekend minutes included	provider to provider minutes included	cost per minute overage - any time	cost per minute overage - night / weekend	cost per minute overage - provider to provider	Pooled	measurement for billing	qty included	deatiles after how much monthly usage	Pooled	overage unit measurement?	overage cost per unit	data network?	Qty SMS included	Qty MMS included	Pooled	cost per SMS over	cost per MMS over			description of unit	qty of units included	units of coverage	cost per unit of coverage	data network?	Bundles after how much monthly usage														
1GBDEE	Add-on: 1 GB Data for Simple Choice	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Smartphones	GB data	Unlimited	N/A	N/A	High-speed	0GB	• Unlimited data; Speeds slow at 10GB allotment. •Smartphone Mobile Hotspot. Speeds slow at 10GB allotment. •Data Stash opt-in @ 2GB •Binge On optimized video •Domestic data roaming •Music Freedom •For Smartphones and BBB devices only.	Yes
2GBMEMTA	Add-On: 2GB data for Simple Choice	$8.00	16%	$6.80	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	2GB	N/A	N/A	N/A	50/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	4G LTE Data	2GB	N/A	N/A	50/4G LTE/3G/EDGE/HSPA+	2GB	• Unlimited data with 2 GB high-speed •Smartphone Mobile Hotspot. Speeds slow at GB allotment •Domestic data roaming	Yes
6GBGE	Add-on: 6GB Data for Simple Choice	$15.00	0%	$15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Smartphones	GB data	Unlimited	N/A	N/A	High-speed	6GB	• Unlimited data. Speeds slow at 6GB allotment. •Smartphone Mobile Hotspot. Speeds slow at 6GB allotment. •Binge On optimized video •Binge On optimized video •Domestic data roaming •Music Freedom •For Smartphones and BBSB devices only.	Yes
FlexDATA	Add-On: No Data Service	$0.00	16%	$0.80	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Smartphone	No Data Service	N/A	N/A	N/A	N/A	N/A	• No Data feature for Government Unlimited for Phones Subsidy version 1.0 plans or Government Unlimited plans	Yes
GDVTPLUS	Add-on: T-Mobile ONE Plus (Smartphone)	$15.00	0%	$15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Smartphones	Add-On: to T-Mobile ONE Voice	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	• Unlimited 4G LTE devices data •20GB 4G LTE mobile hotspot •Unlimited 5G mobile hotspot after 20GB (up to 480Kbps) •Unlimited HD streaming (unless throttled) •Simple Global – Unlimited 2G data at 2x speeds in 210+ destinations (up to 256Kbps) •Mobile Without Borders—5GB 4G LTE device data in Mexico & Canada •Unlimited Gogo Inflight Wi-Fi (unlimited flights/sessions) •Name ID •Voicemail to Text •Unlimited domestic data roaming	Yes
CLPSU2G	Add-on: T-Mobile ONE Plus (Smartphone) ONSI+ONSI Plus	$8.00	0%	$8.80	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Smartphones	Add-On: to T-Mobile ONE w/ONSI Plus Voice	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	• Unlimited 4G LTE devices data •20GB 4G LTE mobile hotspot •Unlimited 5G mobile hotspot after 20GB (up to 480Kbps) •Unlimited HD streaming (unless throttled) •Simple Global – Unlimited 2G data at 2x speeds in 210+ destinations (up to 256Kbps) •Mobile Without Borders—5GB 4G LTE device data in Mexico & Canada •Unlimited Gogo Inflight Wi-Fi (unlimited flights/sessions) •Name ID •Voicemail to Text •Unlimited domestic data roaming	Yes
GTPSUSHI	Add-on: T-Mobile ONE Plus Government (Tablet)	$15.00	16%	$12.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Tablets	Add-on to T-Mobile ONE Tablet for Government	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	• Unlimited 4G LTE devices data •20GB 4G LTE mobile hotspot •Unlimited 5G mobile hotspot after 20GB (up to 480Kbps) •Unlimited HD streaming (unless throttled) •Simple Global – Unlimited 2G data at 2x speeds in 210+ destinations (up to 256Kbps) •Mobile Without Borders—5GB 4G LTE device data in Mexico & Canada •Unlimited domestic data roaming	Yes
GTMSDMT	Add-on: T-Mobile ONE Unlimited Data	$8.00	0%	$0.80	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Smartphones	Add-on to T-Mobile ONE Voice	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	• Unlimited 4G LTE devices data •5GB Smartphone Mobile Hotspot @512Kbps •Optimized video streaming at 480p •Stage-In-Flight 1 hour (unlimited flights) •Unlimited domestic data roaming	Yes
GTMSPLHR	Add-on: T-Mobile ONE Tablet for Government	$10.00	0%	$18.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Tablet	Add-on to T-Mobile ONE Tablet for Government	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	• Unlimited 4G LTE device data • 5GB 4G LTE mobile hotspot @ Mobile Hotspot (3G speeds after that) • Unlimited HD video streaming (must be activated via T-Mobile app or My T-Mobile) •20 faster Simple Global data roaming (up to 256Kbps) •Unlimited domestic data roaming •ONE Plus Extra also includes the following: •Stage-In-Flight 1 (unlimited flights/sessions) •Name ID •Voicemail to Text	Yes
GTMSUPLS2	Add-on: T-Mobile ONE Plus Voice for Government	$10.00	0%	$18.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Smartphones	Add-on to T-Mobile ONE Voice for Government	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	• Unlimited 4G LTE device data • 5GB 4G LTE mobile hotspot @ Mobile Hotspot (3G speeds after that) • Unlimited HD video streaming (must be activated via T-Mobile app or My T-Mobile) •20 faster Simple Global data roaming (up to 256Kbps) •Unlimited domestic data roaming •ONE Plus Extra also includes the following: •Stage-In-Flight 1 (unlimited flights/sessions) •Name ID •Voicemail to Text	Yes
STVI30MM	IOE SC STABL M 10GB	$60.00	0%	$48.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Pilb	10GB	N/A	Yes	GB	$5.00	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited messaging •Simple Global •Mobile Without Borders •Stateside International Unlimited Texting •Smartphone Mobile Hotspot (up to full cost amount; regular per GB charge after) • Limited Domestic data roaming •Music Freedom (on any line participating in the data pool) •Business Customer Service •$5 per GB additional for data over their pool allotment •$3 hybrid BAN Discount	Yes
STVI45MM	IOE SC STABL M 14GB	$65.00	0%	$65.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Pilb	14GB	N/A	Yes	GB	$5.00	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited messaging •Simple Global •Mobile Without Borders •Stateside International Unlimited Texting •Smartphone Mobile Hotspot (up to full cost amount; regular per GB charge after) • Limited Domestic data roaming •Music Freedom (on any line participating in the data pool) •Business Customer Service •$5 per GB additional for data over their pool allotment •$3 hybrid BAN Discount	Yes
STVI20MM	IOE SC STABL M 25B	$20.00	0%	$28.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Pilb	25B	N/A	Yes	GB	$5.00	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited messaging •Simple Global •Mobile Without Borders •Stateside International Unlimited Texting •Smartphone Mobile Hotspot (up to full cost amount; regular per GB charge after) • Limited Domestic data roaming •Music Freedom (on any line participating in the data pool) •Business Customer Service •$5 per GB additional for data over their pool allotment •$3 hybrid BAN Discount	Yes
STVI50MM	IOE SC STABL M 10GB	$135.00	0%	$135.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Pilb	10GB	N/A	Yes	GB	$5.00	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited messaging •Simple Global •Mobile Without Borders •Stateside International Unlimited Texting •Smartphone Mobile Hotspot (up to full cost amount; regular per GB charge after) • Limited Domestic data roaming •Music Freedom (on any line participating in the data pool) •Business Customer Service •$5 per GB additional for data over their pool allotment •$3 hybrid BAN Discount	Yes
STVIGBMM	IOE SC STABL M 6GB	$35.00	0%	$35.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Pilb	6GB	N/A	Yes	GB	$5.00	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited messaging •Simple Global •Mobile Without Borders •Stateside International Unlimited Texting •Smartphone Mobile Hotspot (up to full cost amount; regular per GB charge after) • Limited Domestic data roaming •Music Freedom (on any line participating in the data pool) •Business Customer Service •$5 per GB additional for data over their pool allotment •$3 hybrid BAN Discount	Yes
CDHLTKBBG	GOV Classic BBBB5 LNL DOP	$60.00	0%	$48.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Ilb	Unlimited	N/A	N/A	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	N/A	No	BlackBerry 8S/8B3	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited data (No speed reduction) •Unlimited Messaging •Use of Smartphone Mobile Hotspot (50GB) •BBMB slows once the BMB bucket limit has been reached •No domestic roaming by BBMB •Domestic roaming •Music Freedom •Simple Global •Stateside International Unlimited Text Messaging •Includes personal and corporate email, but excludes BB10 •Plans are voice barred	Yes
VUXLIMBB2	Government Simple Choice Mobile Internet Unlimited	$35.00	16%	$29.40	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Kilb	Unlimited	N/A	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	N/A	No	Tablets, Wi-Fi hotspots and data sticks only	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited data (Not subject to de-prioritization) •Unlimited Messaging •Smartphone Mobile Hotspot •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Music Freedom	Yes
TBD	Int' 10GB	$80.00	0%	$68.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	10GB	N/A	MB	$0.01		N/A	N/A	N/A	N/A	N/A	N/A	N/A	Int'	N/A	N/A	N/A	N/A	N/A	N/A	Int'l 10MB	Yes
TBD	Int' 10MB	$1.00	0%	$1.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	10MB	N/A	MB	$0.01		N/A	N/A	N/A	N/A	N/A	N/A	N/A	Int'	N/A	N/A	N/A	N/A	N/A	N/A	Int'l 10MB	Yes
TBD	Int' 1GB Failover	$7.00	0%	$7.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	1GB	N/A	MB	$0.007		N/A	N/A	N/A	N/A	N/A	N/A	N/A	Int'	N/A	N/A	N/A	N/A	N/A	N/A	Int' 1GB Failover	Yes
TBD	Int' 1GB Standard	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	1GB	N/A	MB	$0.01		N/A	N/A	N/A	N/A	N/A	N/A	N/A	Int'	N/A	N/A	N/A	N/A	N/A	N/A	Int' 1GB Standard	Yes
TBD	Int' 1MB	$0.60	0%	$0.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	1MB	N/A	MB	$0.025		N/A	N/A	N/A	N/A	N/A	N/A	N/A	Int'	N/A	N/A	N/A	N/A	N/A	N/A	Int' 1MB	Yes
TBD	Int' 3GB	$27.00	0%	$27.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	3GB	N/A	MB	$0.01		N/A	N/A	N/A	N/A	N/A	N/A	N/A	Int'	N/A	N/A	N/A	N/A	N/A	N/A	Int' 3GB	Yes
TBD	Int' 5GB	$45.00	0%	$45.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	5GB	N/A	MB	$0.01		N/A	N/A	N/A	N/A	N/A	N/A	N/A	Int'	N/A	N/A	N/A	N/A	N/A	N/A	Int'l 5GB	Yes
ZMZM128KT	Machine to Machine 128Kbps with Text	$5.00	0%	$5.80	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Kilb	Unlimited	Unlimited	No	N/A	N/A	128 kbps speech	500	N/A	No	N/A	N/A	N/A	No	M2M	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited data •Voice barred •600 SMS (When the bucket is used, No more SMS can be sent.)	Yes
ZMZM512KT	Machine to Machine 512Kbps with Text	$10.00	0%	$18.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Kilb	Unlimited	Unlimited	No	N/A	N/A	512 kbps speech	500	N/A	No	N/A	N/A	N/A	No	M2M	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited data •Voice barred •600 SMS (When the bucket is used, No more SMS can be sent.) •SDMG domestic data roaming	Yes

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ZNAMI2GB	Simple Choice Mobile Internet Business 2GB	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	2GB	No	N/A	N/A	4G LTE	Unlimited	Unlimited	No	N/A	N/A	No	Tablets, Wi-Fi hotspots and data sticks only	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data (speeds slow at 2GB allotment) •Unlimited messaging •Smartphone Mobile Hotspot (speeds slow at 2GB allotment) •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Music Freedom	Yes
GSYNCFLTE	SyncUP FLEET Government	$15.00	16%	$12.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	Unlimited	No	N/A	N/A	512 kbps speeds	Unlimited	N/A	No	N/A	N/A	No	SyncUP FLEETs	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited Data (512 kbps speed) •Unlimited SMS •Canada and Mexico roaming (all other Simple Global countries blocked) •Mobile Without Borders •Unlimited domestic roaming •Device is eligible for EIP •PHP available •Tethering is disabled •Voice barred •No HD video •No data passes	Yes
GTM1TAB	T-Mobile ONE Tablet for Government	$23.50	16%	$19.74	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	Unlimited	N/A	N/A	N/A	4G LTE	Unlimited	Unlimited	No	N/A	N/A	No	Tablets	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging and high-speed data •1GB of 4G LTE Smartphone Mobile Hotspot (reduced to 3G after the bucket is used) •Simple Global •Optimized video streaming at 480p •Stateside International Unlimited Texting •Mobile Without Borders •Domestic data roaming	Yes
GOVUTTP6	GOV SC UNL T&T 6 lines incl.	$120.00	16%	$100.80	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Text Messaging	Yes
SCVUTTGOV	GOV Simple Choice VAL UNLT&T	$50.00	16%	$42.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Text Messaging	Yes
SCVPUTTG6	GOV SmpCh Val UnlTT Pool 6+	$120.00	16%	$100.80	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Text Messaging •6+ lines	Yes
ZNATTU12	Simple Choice Voice (13 lines)	$195.00	16%	$163.80	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Business Customer Service	Yes
GTM1PS100	T-Mobile ONE for Government	$29.00	16%	$24.36	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	No	KBs	Unlimited	N/A	No	N/A	N/A	4G LTE	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes, messaging, and high-speed data •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders	Yes
G1PLSALL	T-Mobile ONE w/ ONE Plus Government 2+ lines	$176.00	16%	$147.84	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	No	Kbs	Unlimited	Unlimited	No	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes, messaging, and high-speed data •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Must add $0 ONE Plus to each line to receive all benefits	Yes
GOVW500MB	GOV Wearable 500MB Separate#	$10.00	16%	$8.40	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	500MB	No	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Any wearable devices sold by T-Mobile	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes & messaging •Unlimited data with 500MB high-speed. Speeds slow after 500MB •Smartphone Mobile Hotspot. Speeds slow at MB allotment •Simple Global •Stateside International Unlimited Texting •Music Freedom •Limited domestic data roaming	Yes
ZNA100GST	Simple Choice 100GB Pooled Data North America (first 10 lines)	$150.00	15%	$127.50	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	GB	100GB	N/A	Yes	GB	$4.25	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Music Freedom(on any line participating in the data pool) •Smartphone Mobile Hotspot(up to full pool amount; regular per GB charge after) •Mobile Without Borders •Business Customer Service •$4.25 per GB •10 line minimum	Yes
ZNA2GBST	Simple Choice 2GB Pooled Data North America (first 10 lines)	$150.00	15%	$127.50	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	GB	2GB	N/A	Yes	GB	$5.00	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Music Freedom (on any line participating in the data pool) •Smartphone Mobile Hotspot (up to full pool amount; regular per GB charge after) •Mobile Without Borders •Business Customer Service •$5 per GB •10 line minimum	Yes
ZNA30GBST	Simple Choice 30GB Pooled Data North America (first 10 lines)	$150.00	15%	$127.50	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	GB	30GB	N/A	Yes	GB	$4.50	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Music Freedom(on any line participating in the data pool) •Smartphone Mobile Hotspot(up to full pool amount; regular per GB charge after) •Mobile Without Borders •Business Customer Service •$4.50 per GB •10 line minimum	Yes
ZNAMI6GB	Simple Choice 6GB Mobile Internet w/ Data Stash & SMHS	$25.00	0%	$25.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	6GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data (speeds slow at 6GB allotment) •Unlimited messaging •Smartphone Mobile Hotspot (speeds slow at 6GB allotment) •Data Stash up to 20GB •Binge On optimized video (free streaming for 6GB & higher plans only) •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Music Freedom	Yes
ZADDUT15	Simple Choice Unlimited Talk, Text & Data - AAL	$15.00	16%	$12.60	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	Add a line to ZNATTU12	Yes
ZNATTU10	Simple Choice Voice (10 line)	$150.00	16%	$126.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Business Customer Service	Yes
ZNATTU2	Simple Choice Voice (2 lines)	$80.00	16%	$67.20	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Business Customer Service	Yes
ZADDUT10	Simple Choice Voice (3-12 lines) - AAL	$10.00	16%	$8.40	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	Add a line to ZNATTU2	Yes
G1PLSADD	T-Mobile ONE w/ One Plus Government - AAL	$29.00	16%	$24.36	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	Add a line to G1PLSALL	Yes
GSYNCFLET	SyncUP FLEET Government TI	$15.00	16%	$12.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	2GB	N/A	N/A	N/A	512 kbps speeds	N/A	N/A	N/A	N/A	N/A	No	SyncUP FLEETs	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited Data (512 kbps speed) •Unlimited SMS •Canada and Mexico roaming (all other Simple Global countries blocked) •Mobile Without Borders •Unlimited domestic roaming •Tethering is disabled •Voice barred •No HD video •No data passes	Yes
BZPMRV0	B2B $0 Per Min Rate Plan	$0.00	0%	$0.00	N/A	N/A	$0.05	$0.05	$0.05	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$0.20	$0.20	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•$0.05 per minute •$0.20 per message	No
B2BPMRV5	B2B Per Min Rate Plan	$5.00	0%	$5.00	N/A	N/A	$0.05	$0.05	$0.05	N/A	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$0.20	$0.20	No	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•$0.05 per minute •$0.20 per message	No
PMR500	Talk Per Minute Rating 500	$4.99	0%	$4.99	N/A	N/A	$0.05	$0.05	$0.05	N/A	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$0.20	$0.20	No	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	Minimum 500 lines	No
PMR500CH0	Voice Per Minute Rating	$0.00	0%	$0.00	N/A	N/A	$0.05	$0.05	$0.05	N/A	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$0.20	$0.20	No	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	Minimum 500 lines	No
WSCAPMR	Voice Per Minute Rating	$0.00	0%	$0.00	N/A	N/A	$0.08	$0.08	$0.08	N/A	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$0.20	$0.20	No	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A		No
B2B100AP	B2B Single Line Voice 100 min	$14.99	0%	$14.99	N/A	N/A	100	Unlimited	Unlimited	$0.10	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	400	N/A	No	$0.20	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	•Allotted Whenever minutes •400 Text Messages •Unlimited Nights & Weekends •Unlimited Mobile to Mobile •Unlimited Call Forwarding •24 month service agreement required for new activations.	No
SCV100STB	BIZ SmpChVAL 100minUnlTxt+D	$5.00	0%	$5.00	N/A	N/A	100	Unlimited	Unlimited	$0.25	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•100 minutes (voice overage charge of $0.25 per minute) •Unlimited Nights and Weekends •Unlimited T-Mobile to T-Mobile •Unlimited messaging •International roaming included. •Unlimited international text included.	No
B2B300AP	B2B Single Line Voice 300 min	$21.99	0%	$21.99	N/A	N/A	300	Unlimited	Unlimited	$0.10	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	400	N/A	No	$0.20	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Allotted Whenever minutes •400 Text Messages •Unlimited Nights & Weekends •Unlimited Mobile to Mobile •Unlimited Call Forwarding •Overage: Talk: $0.10/minute (including voicemail access) Text: $0.20/msg Web: Based on data feature	No
CLS300STB	BIZClassic300minUnlText+D	$30.00	0%	$30.00	N/A	N/A	300	Unlimited	Unlimited	$0.25	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•300 minutes (voice overage charge of $0.25 per minute) •Unlimited Nights and Weekends •Unlimited T-Mobile to T-Mobile •Unlimited messaging •International roaming included •Unlimited international text included	No
SCV300STB	Stackable 300 Minutes and Unlimited Text	$10.00	0%	$10.00	N/A	N/A	300	Unlimited	Unlimited	$0.25	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Phones, Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	Voice and messages only. Data Not included.	No
PC500T	Even More 500	$39.99	0%	$39.99	N/A	N/A	500	Unlimited	Unlimited	N/A	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	• 500 nationwide minutes • Unlimited nights and weekends • Unlimited T-Mobile to T-Mobile • 24 month service agreement for new activations	No
B2B600AP	B2B Single Line Voice 600 min	$26.99	0%	$26.99	N/A	N/A	600	Unlimited	Unlimited	$0.10	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	400	N/A	No	$0.20	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Allotted Whenever minutes •400 Text Messages •Unlimited Nights & Weekends •Unlimited Mobile to Mobile •Unlimited Call Forwarding •Overage: Talk: $0.10/minute (including voicemail access) Text: $0.20/msg Web: Based on data feature	No

CLS600STB	BIZClassic600minUnlText+D	$35.00	0%	$35.00	N/A	N/A	600	Unlimited	Unlimited	$0.25	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•600 minutes (voice overage charge of $0.25 per minute) •Unlimited Nights and Weekends •Unlimited T-Mobile to T-Mobile •Unlimited messaging •International roaming included •Unlimited international text included	No
SCV600STB	Stackable 600 Minutes and Unlimited Text	$15.00	0%	$15.00	N/A	N/A	600	Unlimited	Unlimited	$0.25	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Phones, Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	Voice and messages only. Data Not included.	No
NW10002YN	1000 Minutes N / W	$39.99	0%	$39.99	N/A	N/A	1000	Unlimited	Unlimited	N/A	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	• 1000 Whenever Minutes • Unlimited Weekends • Unlimited Nights • 24 month contract agreement required.	No
FT1000N	Family Time 1000	$49.99	0%	$49.99	N/A	N/A	1000	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	• 1000 Whenever Minutes Shared • Unlimited Whenever Mobile-to-Mobile	No
FTNT1000H	FamTime Unl Nts 1000	$69.99	0%	$69.99	N/A	N/A	1000	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	• 1000 Whenever Minutes Shared • Unlimited Weekends Shared Unlimited Nights Shared • Unlimited Whenever T-Mobile-to-T-Mobile Shared • With Overage Alerts	No
FTNT1000N	FamTime Unl Nts 1000	$69.99	0%	$69.99	N/A	N/A	1000	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	• 1000 Whenever Minutes Shared • Unlimited Weekends Shared Unlimited Nights Shared • Unlimited Whenever T-Mobile-to-T-Mobile Shared • Without overage alerts	No
FTNT700N	FamTime Unl Nts 700	$59.99	0%	$59.99	N/A	N/A	1000	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	• 700 Whenever Minutes Shared • Unlimited Weekends Shared • Unlimited Nights Shared • Unlimited Whenever T-Mobile-to-T-Mobile Shared • Without overage alerts	No
ENTV5	Business Enterprise Pooling 5,000	$250.00/month (first 5 lines) $9.99/month (each line after 5)	0%	$250.00/month (first 5 lines) $9.99/month (each line a	N/A	N/A	5,000	Unlimited	Unlimited	$0.25	N/A	N/A	Yes	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$0.20	$0.20	No	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Minimum 2 lines required •1 year service agreement required for new activations.	No
ENTV10	Business Enterprise Pooling 10,000	$500.00/month (first 10 lines) $9.99/month (each line after 5)	0%	$500.00/month (first 10 lines) $9.99/month (each line	N/A	N/A	10,000	Unlimited	Unlimited	$0.25	N/A	N/A	Yes	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$0.20	$0.20	No	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Minimum 2 lines required •1 year service agreement required for new activations.	No
ENTV20	Business Enterprise Pooling 20,000	$1,000.00/month (first 20 lines) $9.99/month (each line after 5)	0%	$1,000.00/month (first 20 lines) $9.99/month (each lin	N/A	N/A	20,000	Unlimited	Unlimited	$0.25	N/A	N/A	Yes	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$0.20	$0.20	No	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Minimum 2 lines required •1 year service agreement required for new activations.	No
ENTV25	Business Enterprise Pooling 25,000	$1,200.00/month (first 25 lines) $9.99/month (each line after 5)	0%	$1,200.00/month (first 25 lines) $9.99/month (each lin	N/A	N/A	25,000	Unlimited	Unlimited	$0.25	N/A	N/A	Yes	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$0.20	$0.20	No	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Minimum 2 lines required •1 year service agreement required for new activations.	No
ENTV50	Business Enterprise Pooling 50,000	$2,500.00/month (first 50 lines) $9.99/month (each line after 5)	0%	$2,500.00/month (first 50 lines) $9.99/month (each lin	N/A	N/A	50,000	Unlimited	Unlimited	$0.20	N/A	N/A	Yes	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$0.20	$0.20	No	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Minimum 2 lines required •1 year service agreement required for new activations.	No
ZDIGITSAW	DIGITS Apple Watch @Work	$15.00	0%	$15.00	N/A	N/A	Based on primary line	Based on primary line	Based on primary line	Based on primary line	Based on primary line	Based on primary line	Based on primary line	KBs	Unlimited	N/A	N/A	N/A	N/A	N/A	Based on primary line	Based on primary line	Based on primary line	Based on primary line	Based on primary line	No	Apple Watch	N/A	N/A	N/A	N/A	N/A	N/A	•ANother new line with the same MSISDN as your existing line for calls and messages. •Minutes and messaging based on primary line's plan. •Unlimited 4G LTE data for the Apple Watch. •Designed exclusively for Apple Watch series 3 & 4. •Tax Inclusive	No
ZDIGITAWE	DIGITS Apple Watch @Work TE	$15.00	0%	$15.00	N/A	N/A	Based on primary line	Based on primary line	Based on primary line	Based on primary line	Based on primary line	Based on primary line	Based on primary line	KBs	Unlimited	N/A	N/A	N/A	N/A	N/A	Based on primary line	Based on primary line	Based on primary line	Based on primary line	Based on primary line	No	Apple Watch	N/A	N/A	N/A	N/A	N/A	N/A	•ANother new line with the same MSISDN as your existing line for calls and messages. •Minutes and messaging based on primary line's plan. •Unlimited 4G LTE data for the Apple Watch. •Designed exclusively for Apple Watch series 3 & 4. •Tax Exclusive	No
Z1GBMISTX	1GB SC Pooled Stand Alone MI	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	1GB	1GB	Yes	GB	$5.00	4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Tablets	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Music Freedom (on any line participating in the data pool) •Smartphone Mobile Hotspot (up to full pool amount; regular per GB charge after) •Limited Domestic data roaming included •Business Customer Service •$5 per additional GB for data over their pool allotment	No
B2BMIMD5	5GB MatchPhoneData Up to 5GB	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	5GB	No	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data. Speeds slow at GB allotment •Unlimited messaging •Smartphone Mobile Hotspot. Speeds slow at GB allotment •Binge On optimized video •Music Freedom Streaming •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Limited domestic data roaming	No
B2B2GOV	B2B 2GB MI w/Overage	$34.99	0%	$34.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	2GB	N/A	No	MB	$0.03	3G/EDGE/HSPA+	2GB	N/A	No	N/A	N/A	Yes	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•24 month contract required for new activations. •$200 early termination fee	No
B2BOF10GA	B2B MI 10GB Overage Free	$67.99	0%	$67.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	10GB	No	No	N/A	3G/EDGE/HSPA+	10GB	N/A	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•24 month contract required for new activations. •$200 early termination fee	No
B2BOF2GA	B2B MI 2GB Overage Free	$27.99	0%	$27.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	2GB	No	No	N/A	3G/EDGE/HSPA+	2GB	N/A	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•24 month contract required for new activations. •$200 early termination fee	No
B2B2GOVA	B2B MI 2GB w/Overage	$24.99	0%	$24.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	2GB	N/A	No	MB	$0.03	3G/EDGE/HSPA+	2GB	N/A	No	N/A	N/A	Yes	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•24 month contract required for new activations. •$200 early termination fee	No
B2BOF500A	B2B MI 500MB Overage Free	$24.99	0%	$24.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	500MB	No	No	N/A	3G/EDGE/HSPA+	500MB	N/A	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•24 month contract required for new activations. •$200 early termination fee	No
B2BOF5GA	B2B MI 5GB Overage Free	$42.99	0%	$42.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	5GB	No	No	N/A	3G/EDGE/HSPA+	5GB	N/A	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•24 month contract required for new activations. •$200 early termination fee	No
B2BXOF2G	B2B Val 2GB MI Overage Free	$32.99	0%	$32.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	2GB	N/A	No	MB	N/A	3G/EDGE/HSPA+	2GB	N/A	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•24 month contract required for new activations. •$200 early termination fee	No
B2BX5GOV	B2B Val 5GB MI w/Overage	$39.99	0%	$39.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	5GB	N/A	No	MB	$0.02	3G/EDGE/HSPA+	5GB	N/A	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•24 month contract required for new activations. •$200 early termination fee	No
B2BX500OA	B2B Val MI 500MB w/Overage	$14.99	0%	$14.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	500MB	N/A	No	MB	$0.10	3G/EDGE/HSPA+	500MB	N/A	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•24 month contract required for new activations. •$200 early termination fee	No
CLSMBB10B	BIZ CLS MI 11GB	$80.00	16%	$67.20	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	11GB	No	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	Yes	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •Unlimited data with speed reduction once allotment is reached. •International roaming at No additional charge. Refer to Simple Global for details. •Unlimited international text messaging at No additional charge. See Stateside International: Postpaid for complete details. •$200 Early termination fee •New activations may need a 24-month service agreement.	No
500MBBCZ	BIZ CLS MI 1GB	$30.00	16%	$25.20	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	1GB	No	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	Yes	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •Unlimited data with speed reduction once allotment is reached. •International roaming at No additional charge. Refer to Simple Global for details. •Unlimited international text messaging at No additional charge. See Stateside International: Postpaid for complete details. •$200 Early termination fee •New activations may need a 24-month service agreement.	No
CLSMBB2HB	BIZ CLS MI 3GB	$40.00	16%	$33.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	3GB	No	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	Yes	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •Unlimited data with speed reduction once allotment is reached. •International roaming at No additional charge. Refer to Simple Global for details. •Unlimited international text messaging at No additional charge. See Stateside International: Postpaid for complete details. •$200 Early termination fee •New activations may need a 24-month service agreement.	No
CLSMBB4HB	BIZ CLS MI 5GB	$50.00	16%	$42.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	5GB	No	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	Yes	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •Unlimited data with speed reduction once allotment is reached. •International roaming at No additional charge. Refer to Simple Global for details. •Unlimited international text messaging at No additional charge. See Stateside International: Postpaid for complete details. •$200 Early termination fee •New activations may need a 24-month service agreement.	No
CLSMBB6HB	BIZ CLS MI 7GB	$60.00	16%	$50.40	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	7GB	No	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	Yes	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •Unlimited data with speed reduction once allotment is reached. •International roaming at No additional charge. Refer to Simple Global for details. •Unlimited international text messaging at No additional charge. See Stateside International: Postpaid for complete details. •$200 Early termination fee •New activations may need a 24-month service agreement.	No
CLSMBB8HB	BIZ CLS MI 9GB	$70.00	16%	$58.80	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	9GB	No	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	Yes	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •Unlimited data with speed reduction once allotment is reached. •International roaming at No additional charge. Refer to Simple Global for details. •Unlimited international text messaging at No additional charge. See Stateside International: Postpaid for complete details. •$200 Early termination fee •New activations may need a 24-month service agreement.	No
STC500MBB	BIZ CLS STKBL MI 1GB	$30.00	16%	$25.20	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	1GB	N/A	No	MB	$0.03	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Limited Bucket Data with No data speed reduction •Unlimited domestic SMS / MMS •International roaming at No additional charge •Unlimited international text messaging at No additional charge •Smartphone Mobile Hotspot •SMHS is allowed and it consumes the plan's data allotment. •No domestic roaming for SMHS. •Overage $.03 per MB used over allotment •24 month data service requirement •$200 Early termination fee	No
STC2GBMBB	BIZ CLS STKBL MI 3GB	$40.00	16%	$33.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	3GB	N/A	No	MB	$0.03	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Limited Bucket Data with No data speed reduction •Unlimited domestic SMS / MMS •International roaming at No additional charge •Unlimited international text messaging at No additional charge •Smartphone Mobile Hotspot •SMHS is allowed and it consumes the plan's data allotment. •No domestic roaming for SMHS. •Overage $.03 per MB used over allotment •24 month data service requirement •$200 Early termination fee	No
STC4GBMBB	BIZ CLS STKBL MI 5GB	$50.00		$50.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	5GB	N/A	No	MB	$0.03	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Limited Bucket Data with No data speed reduction •Unlimited domestic SMS / MMS •International roaming at No additional charge •Unlimited international text messaging at No additional charge •Smartphone Mobile Hotspot •SMHS is allowed and it consumes the plan's data allotment. •No domestic roaming for SMHS. •Overage $.03 per MB used over allotment •24 month data service requirement •$200 Early termination fee	No
FRZNAMI2	BIZ Mobile Internet 2GB	$20.00		$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	2GB	No	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data (Speeds slow at 2GB allotment) •Unlimited messaging •Smartphone Mobile Hotspot (Speeds slow at GB allotment) •Optimized video streaming •Gogo in-flight 1 hour (unlimited flights) •Stateside International Unlimited Texting •Simple Global •Mobile Without Borders •Domestic data roaming •All recurring taxes and fees included in the MRC	No
SCVD[illegible]B	BIZ SC DOP 1GB	$20.00	16%	$16.80	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	1GB	No	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data with speed reduction when bucket is reached - No overage or data cap •Unlimited SMS and MMS •Smartphone Mobile Hotspot included up to bucket allowance •SMHS stops/capped once you reach SMHS bucket limit •No Domestic Roaming for SMHS •Domestic Roaming Included •International roaming at No additional charge. •Unlimited international text messaging at No additional charge. •Music Freedom with select streaming partners	No

10HMBBVNZ	BIZ SC MI 11GB	$70.00	16%	$58.80	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	11GB	No	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Tablets, Wi-Fi hotspots and data sticks only	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data. Speeds slow at specified limit •Unlimited domestic messaging •Plans are voice barred •Eligible for Data Stash •Smartphone Mobile Hotspot included •Domestic data roaming included •Simple Global •Unlimited international text included. •Unlimited music streaming (Music Freedom) included with select streaming partners	No
500MBBVNZ	BIZ SC MI 1GB	$20.00	16%	$16.80	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	1GB	No	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data. Speeds slow at specified limit •Unlimited domestic messaging •Plans are voice barred •Eligible for Data Stash •Smartphone Mobile Hotspot included •Domestic data roaming included •Simple Global •Unlimited international text included. •Unlimited music streaming (Music Freedom) included with select streaming partners	No
ZMI1GBXD2	BIZ SC MI 1GB No AVD	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	1GB	No	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data. Speeds slow at 1GB limit. •Unlimited domestic messaging •Data Stash •Smartphone Mobile Hotspot •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Music Freedom	No
2HMBBVNZ	BIZ SC MI 3GB	$30.00	16%	$25.20	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	3GB	No	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data. Speeds slow at specified limit •Unlimited domestic messaging •Plans are voice barred •Eligible for Data Stash •Smartphone Mobile Hotspot included •Domestic data roaming included •Simple Global •Unlimited international text included. •Unlimited music streaming (Music Freedom) included with select streaming partners	No
ZMI3GBXD2	BIZ SC MI 3GB No AVD	$30.00	0%	$30.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	3GB	No	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data. Speeds slow at specified limit •Unlimited domestic messaging •Plans are voice barred •Eligible for Data Stash •Smartphone Mobile Hotspot included •Domestic data roaming included •Simple Global •Unlimited international text included. •Unlimited music streaming (Music Freedom) included with select streaming partners	No
4HMBBVNZ	BIZ SC MI 5GB	$40.00	16%	$33.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	5GB	No	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data. Speeds slow at specified limit •Unlimited domestic messaging •Plans are voice barred •Eligible for Data Stash •Smartphone Mobile Hotspot included •Domestic data roaming included •Simple Global •Unlimited international text included. •Unlimited music streaming (Music Freedom) included with select streaming partners	No
ZMI5GBXD2	BIZ SC MI 5GB No AVD	$40.00	0%	$40.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	5GB	No	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data. Speeds slow at specified limit •Unlimited domestic messaging •Plans are voice barred •Eligible for Data Stash •Smartphone Mobile Hotspot included •Domestic data roaming included •Simple Global •Unlimited international text included. •Unlimited music streaming (Music Freedom) included with select streaming partners	No
ZNADOP2	BIZ SC N.America DOP 2GB	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	2GB	No	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones and with BlackBerry devices	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data (speeds slow at specified limit) •Unlimited messaging •Smartphone Mobile Hotspot •Data Stash up to 20GB (6GB & higher plans only) •Binge On optimized video (free streaming for 6GB & higher plans only) •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Music Freedom •Mobile Without Borders	No
ZNA10MI	BIZ SC NA MI 10GB	$50.00	0%	$50.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	10GB	N/A	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Tablets, Wi-Fi hotspots and data sticks only	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data (speeds slow at allotment) •Unlimited messaging •Smartphone Mobile Hotspot (speeds slow at allotment) •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Music Freedom	No
ZNA14MI	BIZ SC NA MI 14GB	$65.00	0%	$65.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	14GB	N/A	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Tablets, Wi-Fi hotspots and data sticks only	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data (speeds slow at allotment) •Unlimited messaging •Smartphone Mobile Hotspot (speeds slow at allotment) •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Music Freedom	No
ZNA18MI	BIZ SC NA MI 18GB	$80.00	0%	$80.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	18GB	N/A	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Tablets, Wi-Fi hotspots and data sticks only	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data (speeds slow at allotment) •Unlimited messaging •Smartphone Mobile Hotspot (speeds slow at allotment) •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Music Freedom	No
ZNA22MI	BIZ SC NA MI 22GB	$95.00	0%	$95.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	22GB	N/A	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Tablets, Wi-Fi hotspots and data sticks only	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data (speeds slow at allotment) •Unlimited messaging •Smartphone Mobile Hotspot (speeds slow at allotment) •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Music Freedom	No
ZNAMI2	BIZ SC NA MI 2GB	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	2GB	N/A	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablets, Wi-Fi hotspots and data sticks only	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data (Speeds slow at 2GB allotment) •Unlimited messaging •Smartphone Mobile Hotspot (Speeds slow at 2GB allotment) •Data Stash up to 20GB •Domestic data roaming •Simple Global •Mobile Without Borders •Stateside International Unlimited Texting •Music Freedom •Binge On	No
ZNA2MI	BIZ SC NA MI 2GB	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	2GB	N/A	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Tablets, Wi-Fi hotspots and data sticks only	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data (speeds slow at allotment) •Unlimited messaging •Smartphone Mobile Hotspot (speeds slow at allotment) •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Music Freedom	No
ZNA6MI	BIZ SC NA MI 6GB	$35.00	0%	$35.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	6GB	N/A	N/A	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Tablets, Wi-Fi hotspots and data sticks only	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data (speeds slow at allotment) •Unlimited messaging •Smartphone Mobile Hotspot (speeds slow at allotment) •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Music Freedom	No
ZNA1MI	BIZ SC North America MI 1GB	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	2GB	N/A	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Tablets, Wi-Fi hotspots and data sticks only	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data. Speeds slow at specified limit. •Unlimited domestic messaging •Data Stash •Smartphone Mobile Hotspot •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Music Freedom •Mobile Without Borders	No
ZNA3MI	BIZ SC North America MI 3GB	$30.00	0%	$30.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	2GB	N/A	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Tablets, Wi-Fi hotspots and data sticks only	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data. Speeds slow at specified limit. •Unlimited domestic messaging •Data Stash •Smartphone Mobile Hotspot •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Music Freedom •Mobile Without Borders	No
STV500MBB	BIZ SC STKBL MI 1GB	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	1GB	N/A	Yes	MB	$0.03	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Limited data buckets with No data speed reduction (overage of $.03 per MB used over allotment) •Unlimited domestic messaging •Domestic data roaming included •Smartphone Mobile Hotspot (SMHS) included (No Domestic Roaming for SMHS) •International roaming included •Unlimited international text included	No
STV2GBMBB	BIZ SC STKBL MI 3GB	$30.00	0%	$30.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	3GB	N/A	Yes	MB	$0.03	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Limited data buckets with No data speed reduction (overage of $.03 per MB used over allotment) •Unlimited domestic messaging •Domestic data roaming included •Smartphone Mobile Hotspot (SMHS) included (No Domestic Roaming for SMHS) •International roaming included •Unlimited international text included	No
STV4GBMBB	BIZ SC STKBL MI 5GB	$40.00	0%	$40.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	5GB	N/A	Yes	MB	$0.03	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Limited data buckets with No data speed reduction (overage of $.03 per MB used over allotment) •Unlimited domestic messaging •Domestic data roaming included •Smartphone Mobile Hotspot (SMHS) included (No Domestic Roaming for SMHS) •International roaming included •Unlimited international text included	No

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ZMI9GBXD	BIZ SCMI 9GB NoAVD	$60.00	0%	$60.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	9GB	No	N/A	N/A	4G LTE	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data. Speeds slow at 9GB limit. •Unlimited domestic messaging •Data Stash •Smartphone Mobile Hotspot •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Music Freedom	No
B2BOF2G	Classic Mobile Internet Overage Free 2GB	$37.99		$37.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	2GB	2GB	No	N/A	N/A	3G/EDGE/HSPA+	2GB	2GB	N/A	$0.20	$0.20	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	2 year contract required for new activations. Mobile Internet Plans are voice barred.	No
B2BOF5G	Classic Mobile Internet Overage Free 5GB	$47.99		$47.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	5GB	5GB	No	N/A	N/A	3G/EDGE/HSPA+	5GB	5GB	N/A	$0.20	$0.20	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	2 year contract required for new activations. Mobile Internet Plans are voice barred.	No
ENTWCOF	Discounted Classic Mobile Internet No Overage 5GB	$39.99		$39.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	5GB	5GB	No	N/A	N/A	High-speed	N/A	N/A	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	2 year contract required for new activations. Mobile Internet Plans are voice barred.	No
PCWCOF2D	EM 200MB MBB OF DISC	$23.99	0%	$23.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	Unlimited	No	N/A	N/A	3G/EDGE/HSPA+	200MB	200MB	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A		No
PCWCOF20D	EM 2GB MBB OF DISC	$31.99	0%	$31.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	2GB	No	N/A	N/A	3G/EDGE/HSPA+	2GB	2GB	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	• T-Mobile 3G/EDGE/ HSPA+ data with No overage charges • Speeds slow at 2GB • Unlimited Hotspot Wi-Fi access (does Not count against monthly data cap) • Instant Messages billed as data and comes out of 2GB monthly data bucket (Instant Messaging will Not require any kind of messaging bucket) • With the mobile router this plans allows up to five concurrent users. • Not Voice Barred	No
BZWCOF2G	EM 2GB MI OvrgFree DSC	$20.00	0%	$20.00	$35.00	Activation Fee per line	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	2GB	No	N/A	N/A	2G & 3G	$0.20	$0.20	No	N/A	N/A	Yes	Mobile Broadband	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited 2G & 3G data with No overage charges. Speed reduction occurs at 2GB. •Instant Messages billed as data and comes out of 2GB monthly data bucket. •Domestic data on T-Mobile network only. Not available in Puerto Rico. •All domestic cellular data roaming is blocked. This includes all T-Mobile 2G and 3G roaming partner's networks in the United States. •SMS available as pay-per-use •2 year contract required •Voice barred	No
EPCSMRTVB	ENT EM Smartphone VB	$39.99	0%	$39.99	$35.00	Activation Fee per line	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	KBs	5GB	No	N/A	N/A	3G/EDGE/HSPA+	$0.20	$0.20	No	N/A	N/A	Yes	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	•Voice barred •Unlimited data. Speeds slow at 5GB •Standard personal My E-mail access (POP3 and IMAP) •24 month contract required for new activations	No
CUNLMBBG	GOV Classic Unlimited MI	$45.00	16%	$37.80	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	N/A	N/A	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •International roaming at No additional charge •Unlimited international text messaging at No additional charge •$200 Early termination fee •Plans are voice barred	No
GSTV500MI	GOV SC STKBL MI 1GB	$20.00	16%	$16.80	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	1GB	Unlimited	No	MB	$0.03	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•1GB data bucket with No data speed reduction (overage of $.03 per MB used over allotment) •Unlimited domestic messaging •Domestic data roaming •Smartphone Mobile Hotspot (SMHS) (No domestic roaming for SMHS) •Simple Global •Stateside International Unlimited Text Messaging •Plans are voice barred	No
SVDHUNBIG	GOV SmpCh Val BB UNL DOP	$35.00	0%	$35.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	Unlimited	N/A	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •Limited domestic data roaming •Simple Global •Stateside International Unlimited Text Messaging •Music Freedom •Unlimited high-speed data with No speed reduction •2GB SMHS included •SMHS slows once you reach the SMHS bucket limit (high-speed device data continues) •No domestic roaming for SMHS	No
G18HMIVN	Government Simple Choice Mobile Internet 19GB	$110.00	16%	$92.40	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	19GB	19GB	No	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablets, Wi-Fi hotspots and data sticks only	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Internet Plans are voice barred. For tablets, Wi-Fi hotspots and data sticks only.	No
G500MIVNZ	Government Simple Choice Mobile Internet 1GB	$10.00	16%	$8.40	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	1GB	1GB	No	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablets, Wi-Fi hotspots and data sticks only	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Internet Plans are voice barred. For tablets, Wi-Fi hotspots and data sticks only.	No
G2HMIVNZ	Government Simple Choice Mobile Internet 3GB	$20.00	16%	$16.80	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	3GB	3GB	No	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablets, Wi-Fi hotspots and data sticks only	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Internet Plans are voice barred. For tablets, Wi-Fi hotspots and data sticks only.	No
G4HMIVNZ	Government Simple Choice Mobile Internet 5GB	$30.00	16%	$25.20	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	5GB	5GB	No	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablets, Wi-Fi hotspots and data sticks only	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Internet Plans are voice barred. For tablets, Wi-Fi hotspots and data sticks only.	No
G8HMIVNZ	Government Simple Choice Mobile Internet 9GB	$50.00	16%	$42.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	9GB	9GB	No	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablets, Wi-Fi hotspots and data sticks only	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Internet Plans are voice barred. For tablets, Wi-Fi hotspots and data sticks only.	No
WSCA5GMBB	NASPO 5GB Mobile Internet	$38.50	16%	$32.34	$35.00	Activation Fee per line	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	5GB	No	N/A	N/A	High-speed	0.2	0.2	No	N/A	N/A	Yes	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	2 year contract required for new activations. Mobile Internet Plans are voice barred.	No
GOVPMRV5	GOV Per Min Rate Plan	No longer available	No longer available	#VALUE!	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No
SCV100STG	GOV SmpCh VAL 100minUnlTxt+D	No longer available	No longer available	#VALUE!	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No
FZLTUL2LP	2 Lines TMO ONE All In Promo	$100.00	0%	$100.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	N/A	N/A	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes and messaging •Unlimited 4G LTE device data •Simple Global (up to 128kbps) •Stateside International Unlimited Texting •Mobile Without Borders •All recurring taxes and fees included in MRC	No
BZBTV10	B2B UNL TT+D Classic	$10.00	0%	$10.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •No contract required •No activation fee •Add a line to an existing Classic Pooled account	No
SCCUTTB	BIZ Classic UNL TT+D	$40.00	0%	$40.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •International roaming included •Unlimited international text included.	No
6BFMPRM	BIZ FM UTT+ 6GB 2 Line Promo	$70.00	0%	$70.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	6GB	No	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Unlimited data. Speeds slow at GB allotment •Smartphone Mobile Hotspot. Speeds slow at GB allotment •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •For Smartphone and BB10 devices only.	No
10BFM2	BIZ FM UTT+10GB 2 lines Promo	$100.00	0%	$100.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Text Messaging •Mobile Without Borders •Business Customer Service	No
10BFM2LN	BIZ FM UTT+10GB 2 lines Promo	$100.00	0%	$100.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Text Messaging •Mobile Without Borders •Business Customer Service	No
10FMBZ2L	BIZ FM UTT+10GB for 2 lines	$120.00	0%	$120.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	10GB	No	N/A	N/A	4G LTE	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes and messaging •Unlimited data. Speeds slow at allotment •Smartphone Mobile Hotspot. Speeds slow at allotment •Data Stash up to 20GB •Simple Global •Stateside International Unlimited Text Messaging •Mobile Without Borders •Business Customer Service •For Smartphone and BB10 devices only.	No
10BFM4	BIZ FM UTT+10GB for 4ln Promo	$120.00	0%	$120.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Text Messaging •Mobile Without Borders •Business Customer Service	No
6BFM2L	BIZ FM UTT+6GB for 2 lines	$100.00	0%	$100.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	6GB	No	N/A	N/A	4G LTE	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Unlimited data. Speeds slow at GB allotment •Smartphone Mobile Hotspot. Speeds slow at GB allotment •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Business Customer Service	No
6BFM4L	BIZ FM UTT+6GB for 4 lines	$120.00	0%	$120.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	6GB	No	N/A	N/A	4G LTE	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Unlimited data. Speeds slow at GB allotment •Smartphone Mobile Hotspot. Speeds slow at GB allotment •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Business Customer Service	No
6FMBZ4L	BIZ FM UTT+6GB for 4 lines	$120.00	0%	$120.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	6GB	No	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Unlimited data. Speeds slow at GB allotment •Smartphone Mobile Hotspot. Speeds slow at GB allotment •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •For Smartphone and BB10 devices only.	No
UBFM2L	BIZ FM UTT+UNL for 2 lines	$140.00	0%	$140.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	14GB	No	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Business Customer Service •Unlimited high-speed data •Smartphone Mobile Hotspot. Speeds slow at GB allotment. •For Smartphone and BB10 devices only.	No
UBFM4	BIZ FM UTT+UNL for 4ln Promo	$150.00	0%	$150.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	14GB	No	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Text Messaging •Mobile Without Borders •Business Customer Service •Minimum 4 lines	No
NABFUTT2P	BIZ N.AmerTT+10GB ea 2 Lines	$100.00	0%	$100.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	10GB	No	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global (Not available to SCNC) •Stateside International Unlimited Texting •Mobile Without Borders •Unlimited data. Speeds slow at 10GB •Data Stash •Smartphone Mobile Hotspot up to 10GB allotment •Domestic data roaming •Music Freedom Streaming •Minimum 2 lines with max of 10 lines •For Smartphone and BB10 devices only	No

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NABFUTT4	BIZ N.AmerTT+10GB ea 4 Lines	$120.00	0%	$120.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	10GB	No	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global (Not available to SCNC) •Stateside International Unlimited Texting •Mobile Without Borders •Unlimited data. Speeds slow at 10GB •Data Stash •Smartphone Mobile Hotspot up to 10GB allotment •Domestic data roaming •Music Freedom Streaming •Minimum 4 lines with max of 10 lines •For Smartphone and BB10 devices only	No
NAUTT10	BIZ N.AmerTT+10GB each10Lines	$240.00	0%	$240.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	10GB	No	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global (Not available to SCNC) •Stateside International Unlimited Texting •Mobile Without Borders •Unlimited data. Speeds slow at 10GB •Data Stash •Minimum 10 lines •For Smartphone and BB10 devices only	No
NAUTT10P	BIZ N.AmerTT+10GB each10Lines	$260.00	0%	$260.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	10GB	No	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global (Not available to SCNC) •Stateside International Unlimited Texting •Mobile Without Borders •Unlimited data. Speeds slow at 10GB •Data Stash •Smartphone Mobile Hotspot up to 10GB allotment •Domestic data roaming •Music Freedom Streaming •Minimum 10 lines •For Smartphone and BB10 devices only	No
ZNAUTT10	BIZ SC N.America TT+D 10Lines	$160.00	0%	$160.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Business Customer Service •10-19 lines	No
ZNAUTT20	BIZ SC N.America TT+D 20Lines	$310.00	0%	$310.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Business Customer Service •20-999 lines	No
ZNAUTT2	BIZ SC N.AmericaTT+D 2-10Line	$80.00	0%	$80.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Business Customer Service •2-10 lines	No
ZNAUTT1	BIZ SC North America TT+D	$50.00	0%	$50.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Business Customer Service	No
ZSCPUT10X	BIZ SC T&T 10lines incl NoAVD	$160.00	0%	$160.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Business Customer Service •10-19 lines	No
ZSCPUT1KX	BIZ SC T&T 1K lines NoAVD	$14,985.00	0%	$14,985.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Business Customer Service •999+ lines	No
ZSCPUT20X	BIZ SC T&T 20lines incl NoAVD	$300.00	0%	$300.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Business Customer Service •20-999 lines	No
ZSCP4UTXD	BIZ SC UI TT+D Pool4-5 No AVD	$100.00	0%	$100.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	3GB	N/A	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global (excludes Puerto Rico and SCNC versions) •Stateside International Unlimited Texting	No
BIZFUTTBD	BIZ SC UNL TT+D 2 lines incl.	$100.00	0%	$100.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes and messages •Simple Global •Stateside International Unlimited Texting	No
BIZUTTP4	BIZ SC UNL TT+D 4 lines incl.	$100.00	0%	$100.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Requires minimum of 4 lines with maximum of 10 lines.	No
BIZUTTP6	BIZ SC UNL TT+D 6 lines incl.	$120.00	0%	$120.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Requires minimum of 6 lines with maximum of 10 lines.	No
ZSCUTT2XD	BIZ SC UNL TT+D No AVD	$20.00	0%	$20.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •International roaming included. See Simple Global for details. •Unlimited international text included. See Postpaid Stateside International Calling and Texting features for details •No contract required •No activation fee	No
ZSCUTT5XD	BIZ SC UNL TT+D No AVD	$50.00	0%	$50.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Business Customer Service	No
14BFM2LOC	BIZ SC UNL+14GB 2 line promo	$100.00	15%	$85.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	14GB	No	N/A	N/A	4G LTE	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Unlimited high-speed data with No speed reduction •Smartphone Mobile Hotspot (speeds slow at 14GB allotment) •Binge On •Domestic data roaming •Music Freedom	No
SCVUTTBIZ	BIZ SimpleChoice VAL Unl TT+D	$20.00	16%	$16.80	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •International roaming included. See Simple Global for details. •Unlimited international text included. See Postpaid Stateside International Calling and Texting features for details •No contract required •No activation fee •Data Stash (Data Stash eligible plan only)	No
ZSCPUT6XD	BIZSC UI TT+D Pool6-10 No AVD	$120.00	0%	$120.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Business Customer Service	No
UTTB2BSPR	Business UNL TT+D	$45.00	0%	$45.00	$35.00	Activation Fee per line	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Phones	N/A	N/A	N/A	N/A	N/A	N/A	•2 year contract required •Early Termination fee of $350 applies	No
EMB2B	Classic Talk Pooling Unlimited	$219.99 for first 5 lines/ $40/mo (each after line 5)	0%	#VALUE!	$35.00	Activation Fee per line	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	2-year contract with minimum of 5 lines required.	No
EMB2BSL	Classic Talk Unlimited	$45.00	0%	$45.00	$35.00	Activation Fee per line	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$0.20	$0.20	No	N/A	N/A	Yes	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	2 year contract required for new activations. Mobile Internet Plans are voice barred.	No
GOVUTTP4	GOV SC UNL T&T 4 lines incl.	$100.00	16%	$84.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	2.5GB	No	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global (excludes Puerto Rico and SCNC versions) •Stateside International Unlimited Texting	No
GOV500MBW	GOV Wearable 500MB Separate#	$20.00	16%	$16.80	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	500MB	No	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Any wearable devices sold by T-Mobile	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes & messaging •Unlimited data with 500MB high-speed. Speeds slow after 500MB •Smartphone Mobile Hotspot. Speeds slow at MB allotment •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Music Freedom •Limited domestic data roaming	No
CLS100STG	GOVClassic100minUnlText+D	N/A	N/A	#VALUE!	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No longer available	No
OKOGOV	Government	N/A	N/A	#VALUE!	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No longer available	No
SLUGLU	Government Low Usage	N/A	N/A	#VALUE!	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No longer available	No
GOVUNLV	Government Unlimited Voice	N/A	N/A	#VALUE!	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No longer available	No
SCV300STG	GOVSmpChVAL300min+UNLText	$10.00	0%	$10.00	N/A	N/A	300	Unlimited	Unlimited	$0.25	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•300 Minutes Talk & Text •Unlimited Nights and Weekends •Unlimited T-Mobile to T-Mobile •Unlimited messaging •Simple Global	No
SCV600STG	GOVSmpChVAL600min+UNLText	$15.00	0%	$15.00	N/A	N/A	600	Unlimited	Unlimited	$0.25	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•600 Minutes Talk & Text •Unlimited Nights and Weekends •Unlimited T-Mobile to T-Mobile •Unlimited messaging •Simple Global	No
SCVDHUNSG	GOVSmplCh V Smt Phn UNL DOP	$35.00	0%	$35.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	Unlimited	N/A	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •Limited domestic data roaming •Simple Global •Stateside International Unlimited Text Messaging •Music Freedom •Unlimited high-speed data with No speed reduction •2GB SMHS included •SMHS slows once you reach the SMHS bucket limit (high-speed device data continues) •No domestic roaming for SMHS	No
GSA100	GSA 100 Minute Voice	$17.99	16%	$15.11	N/A	N/A	100	Unlimited	Unlimited	$0.10	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	400	N/A	N/A	$0.20	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•100 whenever minutes •Unlimited Mobile-to Mobile/Nights/Weekends •400 SMS	No
GS[illegible]00	GSA 400 Minute Voice	$27.99	16%	$23.51	N/A	N/A	400	Unlimited	Unlimited	$0.10	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	400	N/A	N/A	$0.20	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•400 whenever minutes •Unlimited Mobile-to Mobile/Nights/Weekends •400 SMS	No
GS[illegible]	GSA 900 Minute Voice	$41.99	16%	$35.27	N/A	N/A	900	Unlimited	Unlimited	$0.10	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	400	N/A	N/A	$0.20	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•900 whenever minutes •Unlimited Mobile-to Mobile/Nights/Weekends •400 SMS	No
LINE[illegible]NK	LineLink (e911 addr req'd) TE	No longer available	No longer available	#VALUE!	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No

ZDGLNLKTE	LineLink TE @Work Ph service	$20.00	0%	$20.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Linelink	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes & messaging •Mobile Without Borders •Voicemail •Caller ID •Call Waiting, Forwarding & Hold •Conference Calling (Landline phone must have a merge or hold option to support this feature) •No data service (and None can be added)	No
ZM2M128T	M2M Business 128kbps with Text	$5.00	0%	$5.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	N/A	N/A	N/A	N/A	128kbps	500	N/A	N/A	N/A	N/A	No	Machine to Machine	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data •Voice barred •500 SMS •200mb domestic data roaming	No
MBB10SBB	MI On Demand Only	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Provide Mobile Internet Line only •On-demand data pass required to provide data service •This plan is Not SMS/MMS compatible •No contract required •No activation fee.	No
PMC15M2MN	Monthly 15 NtsWkdsM2M	$59.99	0%	$59.99	N/A	N/A	1500	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•1500 Whenever Minutes •Unlimited Weekends •Unlimited Nights •Unlimited T-Mobile to T-Mobile	No
NAMI1GB	N.America MI 1GB Data	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	1GB	No	N/A	N/A	N/A	Unlimited	N/A	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data. Speeds slow at 1GB allotment •Unlimited messaging •Smartphone Mobile Hotspot. Speeds slow at GB allotment •Binge On optimized video (free streaming on 5GB plan only) •Music Freedom Streaming •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Limited domestic data roaming	No
NAMI5GB	N.America MI 5GB Data	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	5GB	No	N/A	N/A	N/A	Unlimited	N/A	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data. Speeds slow at 5GB allotment •Unlimited messaging •Smartphone Mobile Hotspot. Speeds slow at GB allotment •Binge On optimized video (free streaming on 5GB plan only) •Music Freedom Streaming •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Limited domestic data roaming	No
FUTTVNSMB	NACV MLPool UnlTT+D SmBiz	$80.00	0%	$80.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited Talk •Unlimited Messaging •No Annual Contract •No Activation Fee	No
NWTGTBSN	NW Basic Plus	$29.99	0%	$29.99	N/A	N/A	300	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•300 Whenever Minutes • Unlimited Weekend	No
NB300WE	NW Bus 300 Unl Wknd	$29.99	0%	$29.99	$35.00	Activation Fee per line	300	Unlimited	300	$0.35	N/A	$0.10	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	100	N/A	N/A	$0.20	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•300 Whenever, Wherever •Unlimited Weekends •300 T-Mobile-to-T-Mobile •100 Text Messages •1 year service agreement required for new activations.	No
NWGNTSN	NW Get More w/Nts	$39.99	0%	$39.99	N/A	N/A	600	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	• 600 Whenever Minutes • Unlimited Weekend	No
PMR150	PMR 150 Line Min	$9.99	0%	$9.99	N/A	N/A	$0.05 per minute	$0.05 per minute	$0.05 per minute	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$0.20	$0.20	No	N/A	N/A	N/A	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Pay per minute •No buckets. •$0.05 per minute usage charge (all call forwarding, domestic calls, domestic long distance, and roaming). •SMS available as pay-per-use. •Web available based on the web feature. •1 year service agreement needed for new activation.	No
ZMI100STX	SC 100GB Pooled MI	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Kbs	100GB	100GB	Yes	GB	$4.75	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•100GB Pooled data •Unlimited messaging •$4.75 per GB •Stateside International Unlimited Texting •Simple Global •Music Freedom (on any line participating in the data pool) •Smartphone Mobile Hotspot (up to full pool amount; regular per GB charge after) •Limited domestic data roaming included •Business Customer Service •Requires a minimum of 20 voice lines on Simple Choice Pooled Data plans with pooling data features.	No
ZMI1STB1X	SC 1GB for 100GB Pooled MI	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Kbs	1GB	1GB	Yes	GB	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•1GB Pooled data •Unlimited messaging •$4.75 per GB •Stateside International Unlimited Texting •Simple Global •Music Freedom (on any line participating in the data pool) •Smartphone Mobile Hotspot (up to full pool amount; regular per GB charge after) •Limited domestic data roaming included •Business Customer Service •Requires a minimum of 20 voice lines on Simple Choice Pooled Data plans with pooling data features.	No
UMI1STB	SC 1GB Pooled MI	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Kbs	1GB	1GB	Yes	GB	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •Includes 1 GB of data •Stateside International Unlimited Texting •Simple Global •Music Freedom (on any line participating in the data pool) •Smartphone Mobile Hotspot (up to full pool amount; regular per GB charge after) •Limited domestic data roaming included •Business Customer Service	No
ZMI1TBSTX	SC 1TB Pooled MI	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Kbs	1TB	1TB	Yes	GB	$4.25	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •$4.25 per GB •Stateside International Unlimited Texting •Simple Global •Music Freedom (on any line participating in the data pool) •Smartphone Mobile Hotspot (up to full pool amount; regular per GB charge after) •Limited domestic data roaming included •Business Customer Service	No
SCFUTTBD	SC FAM UNL TT+D 2 lines incl.	$100.00	0%	$100.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	N/A	N/A	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes and messages •Unlimited high-speed data •Simple Global •Stateside International Unlimited Texting	No
ZNA100SMI	SC N. America 100GB Pooled MI	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Kbs	100GB	N/A	Yes	GB	$4.75	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•100GB Pooled Data •Unlimited Messaging •$4.75 per GB overage •Requires a minimum of 20 voice lines on Simple Choice Pooled Data plans	No
ZN1S1CMI	SC NA 1GB for 100GB Pooled MI	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Kbs	1GB	1GB	Yes	GB	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •Includes 1 GB of data	No
ZNA100STX	SC NA T&T for100GB PooledData	$210.00	0%	$210.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	100GB	N/A	Yes	GB	$4.75	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•For the first 20 lines •Unlimited Talk and Text •$4.75 per GB •20 line minimum •Simple Global •Stateside International Unlimited Texting •Music Freedom (on any line participating in the data pool) •Smartphone Mobile Hotspot (up to full pool amount; regular per GB charge after. Exception: mid-cycle features) •Business Customer Service	No
ZSC100STX	SC T&T for 100GB Pooled Data	$200.00	0%	$200.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	100GB	N/A	Yes	GB	$4.75	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•For the first 20 lines •Unlimited Talk and Text •$4.75 per GB •20 line minimum •Simple Global •Stateside International Unlimited Texting •Music Freedom (on any line participating in the data pool) •Smartphone Mobile Hotspot (up to full pool amount; regular per GB charge after. Exception: mid-cycle features) •Business Customer Service	No
SLCULTT25	Individual Talk & Text $25	$25.00	0%	$25.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messages •Simple Global •Stateside International Unlimited Texting •No contract (Un-Contract) or activation fee	No
SKCKUNLPP	Sidekick Unlimited Plus	$29.99	0%	$29.99	N/A	N/A	N/A	N/A	N/A	$0.25	$0.25	$0.25	N/A	N/A	Unlimited	N/A	N/A	N/A	N/A	2G & 3G	Unlimited	Unlimited	N/A	N/A	N/A	No	Sidekick	N/A	N/A	N/A	N/A	N/A	N/A	• 0 voice minutes (pay as you go) • Unlimited Color Sidekick Data • Unlimited Text Messages • Unlimited MMS	No
SMBZUNLV	Small Business Unlimited Voice + 400 SMS/MMS	$45.00	0%	$45.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	400	400	N/A	N/A	N/A	Yes	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited Whenever minutes • Unlimited nights & weekends • Unlimited call forwarding • Unlimited T-Mobile to T-Mobile • 400 SMS/MMS	No
SCVUTTSMB	Unlimited Talk and Text (single line)	$50.00	0%	$50.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes • Unlimited messaging • International roaming included. See Simple Global for details. • Unlimited international text included. See Postpaid Stateside International Calling and Texting features for details	No
SLUSUT	State of Utah	No longer available	No longer available	#VALUE!	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No
GSYNFLEET	SyncUP Fleet @Work PS	$15.00	0%	$15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	2GB	N/A	N/A	N/A	512 kbps speeds	N/A	N/A	N/A	N/A	N/A	No	SyncUP FLEETs	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited Data (512 kbps speed) •Unlimited SMS •Canada and Mexico roaming (all other Simple Global countries blocked) •Mobile Without Borders •Unlimited domestic roaming •Tethering is disabled •Voice barred •No HD video •No data passes	No
GSYNFLETE	SyncUP Fleet @Work PS TE	$15.00	0%	$15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	2GB	N/A	N/A	N/A	512 kbps speeds	N/A	N/A	N/A	N/A	N/A	No	SyncUP FLEETs	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited Data (512 kbps speed) •Unlimited SMS •Canada and Mexico roaming (all other Simple Global countries blocked) •Mobile Without Borders •Unlimited domestic roaming •Tethering is disabled •Voice barred •No HD video •No data passes	No
ZSY[illegible]CFL[illegible]E	SyncUP FLEET @Work	$15.00	0%	$15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	2GB	N/A	N/A	N/A	512 kbps speeds	N/A	N/A	N/A	N/A	N/A	No	SyncUP FLEETs	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited Data (512 kbps speed) • Unlimited SMS • Canada and Mexico roaming (all other Simple Global countries blocked) • Mobile Without Borders • Unlimited domestic roaming • Tethering is disabled • Voice barred • No HD video • No data passes	No

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ZNADR2GB	SyncUP Drive Unlimited data w/ 2GB high-speed	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	2GB	N/A	N/A	N/A	High-speed	N/A	N/A	N/A	N/A	N/A	No	SyncUP FLEETs	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited device data (Speeds slow at GB allotment) • Unlimited Smartphone Mobile Hotspot (Speeds slow at GB allotment) • Optimized video streaming • Simple Global (up to 128kbps) • Mobile Without Borders • Music Freedom • Limited domestic data roaming	No
ZNAMI10GB	Simple Choice 10GB Mobile Internet w/ Data Stash & SMHS	$40.00	0%	$40.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	10GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited data (speeds slow at 10GB allotment) • Unlimited messaging • Smartphone Mobile Hotspot (speeds slow at 10GB allotment) • Data Stash up to 20GB • Binge On optimized video (free streaming for 6GB & higher plans only) • Domestic data roaming • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders • Music Freedom	No
ZDRTI2GB	SyncUP Drive Unlimited data w/ 2GB high-speed	$15.00	0%	$15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	2GB	N/A	N/A	N/A	High-speed	N/A	N/A	N/A	N/A	N/A	No	SyncUP Drive	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited device data (Speeds slow at GB allotment) • Unlimited Smartphone Mobile Hotspot (Speeds slow at GB allotment) • Optimized video streaming • Simple Global (up to 128kbps) • Mobile Without Borders • Limited domestic data roaming • All recurring taxes and fees included in MRC	No
ZTM1TI	T-Mobile ONE for Business Single Line	$75.00	0%	$75.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes and messaging • Unlimited 4G LTE device data (must add a feature from the table above) • Simple Global (up to 128kbps) • Stateside International Unlimited Texting • Mobile Without Borders • All recurring taxes and fees included in MRC	No
ZTM1TI2	T-Mobile ONE for Business (2 lines)	$130.00	0%	$130.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes and messaging • Unlimited 4G LTE device data (must add a feature from the table above) • Simple Global (up to 128kbps) • Stateside International Unlimited Texting • Mobile Without Borders • All recurring taxes and fees included in MRC • Eligible for Netflix On Us! Exception: Single line plan.	No
ZTM1MIE	T-Mobile ONE Tablet for Business	$75.00	0%	$75.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited messaging and high-speed data • Unlimited 3G Smartphone Mobile Hotspot • Simple Global • Optimized video streaming at 480p • Stateside International Unlimited Texting • Mobile Without Borders • Domestic data roaming	No
ZTM1TE	T-Mobile ONE Voice for Business	$75.00	0%	$75.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
ZUNLMTT	Unlimited Talk & Text Only Single Line	$20.00	0%	$20.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes and messaging (SMS & MMS) • Stateside International Unlimited Texting • Unlimited talk and text in Canada & Mexico • Voice & text in over 200 countries at Simple Global rates. • T-Mobile Tuesdays (Wi-Fi required to access) • GoGo Inflight (SMS all flight long; Wi-Fi 1 hour w/ unlimited flights/sessions) • All recurring taxes and fees included in MRC	No
FRZLTMIUL	T-Mobile ONE Tablet for Business	$75.00	0%	$75.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited messaging and high-speed data • Unlimited 3G Smartphone Mobile Hotspot • Simple Global • Optimized video streaming at 480p • Stateside International Unlimited Texting • Mobile Without Borders • Domestic data roaming	No
TIZLTMIUL	T-Mobile ONE Tablet for Business	$75.00	0%	$75.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited messaging and high-speed data • Unlimited 3G Smartphone Mobile Hotspot • Simple Global • Optimized video streaming at 480p • Stateside International Unlimited Texting • Mobile Without Borders • Domestic data roaming	No
ZLTWUNL	T-Mobile ONE Wearable for Business	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	speeds up to 512 kbps	Unlimited	Unlimited	N/A	N/A	N/A	No	Wearable	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
ZTM1WRTE	T-Mobile ONE Wearable for Business	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	speeds up to 512 kbps	Unlimited	Unlimited	N/A	N/A	N/A	No	Wearable	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited data (speeds up to 512 kbps) • Unlimited messaging • Optimized video streaming • Gogo in-flight 1 hour (unlimited flights/sessions) • Stateside International Unlimited Texting • Simple Global (up to 128kbps) • Mobile Without Borders • Limited domestic data roaming	No
FRZLTUNL	T-Mobile ONE Voice for Business Single Line	$75.00	0%	$75.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging, and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
FZLTULF2	T-Mobile ONE Voice for Business (2 lines)	$130.00	0%	$130.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging, and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
FZLTULFM2	T-Mobile ONE Voice for Business (2 lines)	$130.00	0%	$130.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging, and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
ZLTMIUNL	T-Mobile ONE Tablet for Business	$75.00	0%	$75.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited messaging and high-speed data • Unlimited 3G Smartphone Mobile Hotspot • Simple Global • Optimized video streaming at 480p • Stateside International Unlimited Texting • Mobile Without Borders • Domestic data roaming	No
ZLTULFM2	T-Mobile ONE Voice for Business (2 lines)	$130.00	0%	$130.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging, and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
ZLTUNL	T-Mobile ONE Voice for Business Single Line	$75.00	0%	$75.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging, and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
ZLTUNLFM9	T-Mobile ONE Voice (9 lines+)	$310.00	0%	$310.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging, and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
ZTMONE13	T-Mobile ONE Voice (13 lines+)	$325.00	0%	$325.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging, and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
ZTMUNL100	T-Mobile ONE Voice Single Line (100 lines+)	$25.00	0%	$25.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging, and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
GTMONE100	T-Mobile ONE for Government Single Line (100 lines+)	$29.00	16%	$24.36	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging, and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
GTMONE2	T-Mobile ONE for Government - 2 lines	$152.00	16%	$127.68	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging, and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
GTMONEPS	T-Mobile ONE for Government Single Line	$88.00	16%	$73.92	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging, and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
GTMONEPS2	T-Mobile ONE for Government - 2 lines	$152.00	16%	$127.68	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging, and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
GTMONP100	T-Mobile ONE for Government Single Line (100 lines+)	$29.00	16%	$24.36	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging, and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
GMITM1	T-Mobile ONE Tablet for Government	$23.50	16%	$19.74	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited messaging and high-speed data • Unlimited 3G Smartphone Mobile Hotspot • Simple Global • Optimized video streaming at 480p • Stateside International Unlimited Texting • Mobile Without Borders • Domestic data roaming	No
GTM1MI	T-Mobile ONE Tablet for Government	$23.50	16%	$19.74	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited messaging and high-speed data • Unlimited 3G Smartphone Mobile Hotspot • Simple Global • Optimized video streaming at 480p • Stateside International Unlimited Texting • Mobile Without Borders • Domestic data roaming	No
GTMONEMI	T-Mobile ONE Tablet for Government	$23.50	16%	$19.74	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited messaging and high-speed data • Unlimited 3G Smartphone Mobile Hotspot • Simple Global • Optimized video streaming at 480p • Stateside International Unlimited Texting • Mobile Without Borders • Domestic data roaming	No
TMTINTVBC	T-Mobile Total Internet Voice Barred Contract Rate Plan	$39.99	0%	$39.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	N/A	N/A	N/A	N/A	GPRS/Edge	N/A	N/A	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited GPRS Internet access • Standard personal My E-mail access (POP3 and IMAP) • Unlimited Wi-Fi (Hotspot) access • Unlimited EDGE	No
UTTCSMB	Small Business Classic Unlimited Talk & Text Single Line	$55.00	0%	$55.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	Yes	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited nationwide minutes • Unlimited domestic messaging • Eligible for Business Extras • No contract renewal required for existing customers switching to this plan. • Bridge to Value eligible • Includes international roaming at No additional charge (as of 10/20/13). Refer to Simple Choice Goes Global Overview for details.	No
BIZ[illegible]	Business Wearable plan	$15.00	16%	$12.60	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	500MB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Wearable	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes • Unlimited messaging • Unlimited Data with 500MB high-speed. Speeds slow after 500MB • Smartphone Mobile Hotspot • Music Freedom Streaming • Domestic data roaming • Simple Global • Stateside International Unlimited Texting	No

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GOV1PLUS	Add-on: T-Mobile ONE Plus Government	$15.00	16%	$12.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Smartphones	Add-on to T-Mobile ONE Voice for Government	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	•Unlimited 4G LTE device data •20GB 4G LTE mobile hotspot •Unlimited 3G mobile hotspot after 20GB (up to 600kbps) •Unlimited HD streaming passes (must be activated) •Simple Global—Unlimited 2G data at 2x speeds in 210+ destinations (up to 256kbps) •Mobile Without Borders—5GB 4G LTE device data in Mexico & Canada •Unlimited Gogo Inflight Wi-Fi (unlimited flights/sessions) •Name ID •Voicemail to Text •Unlimited domestic data roaming	Yes
ENTSMTP	Enterprise SMTP Messaging	$0.00	16%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Enterprise Messaging	Yes
ENTIPMSG2	Enterprise IP Messaging	$1.99	16%	$1.67	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Enterprise Messaging (501+ lines)	No
ENTIPMSG3	Enterprise IP Messaging	$2.99	16%	$2.51	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Enterprise Messaging (51-500 lines)	No
ENTIPMSG4	Enterprise IP Messaging	$3.99	16%	$3.35	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Enterprise Messaging (1-50 lines)	No
B2BSIP1	Enterprise Static IP Tier 1	$7.00	16%	$5.88	$500.00	One Time set up fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Line requirement 25-200	Yes
B2BSIP2	Enterprise Static IP Tier 2	$5.00	16%	$4.20	$500.00	One Time set up fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Line requirement 201-300	Yes
B2BSIP3	Enterprise Static IP Tier 3	$3.00	16%	$2.52	$500.00	One Time set up fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Line requirement 301+	Yes
B2BPAPN3	Enterprise Private APN Tier 1	$5.00	16%	$4.20	$2,500.00	One Time set up fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Line requirement 25- 500	Yes
B2BPAPN4	Enterprise Private APN Tier 2	$2.00	16%	$1.68	$2,500.00	One Time set up fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Line requirement 501+	Yes
B2BPAPN1	Enterprise Private APN Managed Tier 1	$7.00	16%	$5.88	$2,500.00	One Time set up fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Line requirement 25-500	Yes
B2BPAPN2	Enterprise Private APN Managed Tier 2	$3.00	16%	$2.52	$2,500.00	One Time set up fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Line requirement 501+	Yes
B2BPAPNMB3	Enterprise Private APN MI Tier 1	$5.00	16%	$4.20	$2,500.00	One Time set up fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Line requirement 25-500	Yes
B2BPAPNMB4	Enterprise Private APN MI Tier 2	$2.00	16%	$1.68	$2,500.00	One Time set up fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Line requirement 501+	Yes
B2BPAPNMB1	Enterprise Private APN MI Managed Tier 1	$7.00	16%	$5.88	$2,500.00	One Time set up fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Line requirement 25-500	Yes
B2BPAPNMB2	Enterprise Private APN MI Managed Tier 2	$3.00	16%	$2.52	$2,500.00	One Time set up fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Line requirement 501+	Yes
GOVFRUN	Government First Responder Voice	$34.00	16%	$28.56	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Government First Responders eligible agencies only • Government First Responders rate plans with unlimited data remain among the highest-priority data plans on T-Mobile's network, No matter how much data is used. • Unlimited Talk & Text and high speed data • Unlimited domestic roaming • Not subject to the fair usage prioritization threshold • Optimized video streaming at 480p • 1GB of 4G LTE Smartphone Mobile Hotspot (Unlimited 3G after the bucket is used) • Stateside International Unlimited Texting • Simple Global • Mobile Without Borders (No cap) • Gogo in-flight 1 hour (unlimited flights)	Yes
GFRULDAT	Government First Responder Unlimited Data Feature	$0.00	16%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	Unlimited	N/A	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Government First Responders eligible agencies only • Government First Responders rate plans with unlimited data remain among the highest-priority data plans on T-Mobile's network, No matter how much data is used. • Unlimited Talk & Text and high speed data • Unlimited domestic roaming • Not subject to the fair usage prioritization threshold • Optimized video streaming at 480p • 1GB of 4G LTE Smartphone Mobile Hotspot (Unlimited 3G after the bucket is used) • Stateside International Unlimited Texting • Simple Global • Mobile Without Borders (No cap) • Gogo in-flight 1 hour (unlimited flights)	Yes
GOVFRMI	Government First Responder Mobile Internet	$28.50	16%	$23.94	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	Unlimited	N/A	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Tablets only	N/A	N/A	N/A	N/A	N/A	N/A	• Government First Responders eligible agencies only • Government First Responders rate plans with unlimited data remain among the highest-priority data plans on T-Mobile's network, No matter how much data is used. • Unlimited messaging and 4G LTE • Unlimited domestic roaming • Not subject to the fair usage prioritization threshold • Optimized video streaming at 480p • 1GB of 4G LTE Smartphone Mobile Hotspot (Unlimited 3G after the bucket is used) • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders (No cap)	Yes
GOVFRHS	Government First Responder Hotspot	$40.00	16%	$33.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	Unlimited	N/A	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Mobile internet	N/A	N/A	N/A	N/A	N/A	N/A	• Government First Responders eligible agencies only • Government First Responders rate plans with unlimited data remain among the highest-priority data plans on T-Mobile's network, No matter how much data is used. • Unlimited high-speed data • Unlimited domestic roaming • Unlimited 4G LTE Mobile Hotspot • Simple Global • Mobile Without Borders with No 5GB cap • Unlimited streaming of video in HD (480p) • Unlimited mobile hotspot device data for first responders who need to provide the fastest possible internet access to multiple users in a mobile response team.	Yes
GOVLDFR	Government First Responder Voice - Limited Data	$15.00	16%	$12.60	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Government First Responders eligible agencies only • Government First Responders rate plans with unlimited data remain among the highest-priority data plans on T-Mobile's network, No matter how much data is used. • Unlimited talk and text • 2GB or 6GB of 4G LTE (speeds slow at allotment) • Unlimited domestic roaming • Optimized video streaming • Smartphone mobile hotspot (speeds slow at allotment) • Simple Global • Stateside International Unlimited Texting • Gogo in-flight 1 hour (unlimited flights) • Mobile Without Borders (Usage cap will match the data SOC chosen)	Yes
GFR2DATA	Government First Responder 2GB Data Feature	$0.00	16%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	2GB	N/A	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Government First Responders eligible agencies only • Government First Responders rate plans with unlimited data remain among the highest-priority data plans on T-Mobile's network, No matter how much data is used. • Unlimited talk and text • 2GB or 6GB of 4G LTE (speeds slow at allotment) • Unlimited domestic roaming • Optimized video streaming • Smartphone mobile hotspot (speeds slow at allotment) • Simple Global • Stateside International Unlimited Texting • Gogo in-flight 1 hour (unlimited flights) • Mobile Without Borders (Usage cap will match the data SOC chosen)	Yes
GFR6DATA	Government First Responder 6GB Data Feature	$15.00	16%	$12.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	6GB	N/A	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Government First Responders eligible agencies only • Government First Responders rate plans with unlimited data remain among the highest-priority data plans on T-Mobile's network, No matter how much data is used. • Unlimited talk and text • 2GB or 6GB of 4G LTE (speeds slow at allotment) • Unlimited domestic roaming • Optimized video streaming • Smartphone mobile hotspot (speeds slow at allotment) • Simple Global • Stateside International Unlimited Texting • Gogo in-flight 1 hour (unlimited flights) • Mobile Without Borders (Usage cap will match the data SOC chosen)	Yes
SCVPUTTG6 & ADDUTTV20	Simple Choice Unlimited Talk, Text and Data	$15.00	16%	$12.60	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KB	Unlimited	Feature Dependant	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	• Requires minimum of 12 lines for each account • Unlimited minutes • Unlimited messaging • Simple Global • Stateside International • Unlimited Texting • Mobile Without Borders	Yes
Z6GBXDATA	Add-On: 6GB data for Simple Choice	$15.00	0%	$15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	6GB	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	4G LTE Data	6GB	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	6GB	Unlimited data with 6 GB high-speed Smartphone Mobile Hotspot. Speeds slow at GB allotment Domestic data roaming	Yes
Z10GBXDAT	Add-On: 10GB data for Simple Choice	$30.00	0%	$30.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	10GB	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	4G LTE Data	10GB	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	10GB	Unlimited data with 10 GB high-speed Smartphone Mobile Hotspot. Speeds slow at GB allotment. Domestic data roaming	Yes
GOVUNL100 & GOV11GBHS	Gov Unlimited Phone	$29.00	16%	$24.36	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	(Line must be attached to NASPO Contract Node with minimum of 100 active lines on Node) Unlimited Voice Unlimited Messaging Unlimited 4G LTE High-speed Smartphone Data Subject to Prioritization after 50GB of Data Usage in a single month while connected to a congested tower	Yes
GVUNLMI	Simple Choice Unlimited Mobile Internet Data for Government	$35.00	16%	$29.40	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Hotspots/Tablets/Routers/Modems	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited 4G LTE High-speed Mobile Internet Data Unlimited domestic messaging Domestic data roaming Simple Global Stateside International Unlimited Texting Subject to Prioritization after 50GB of Data Usage in a single month while connected to a congested tower	Yes
GOVUTB11H	Government Unlimited for Tablets 11 GB HS	$23.50	16%	$19.74	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	(Intended for use with tablets and netbooks) Unlimited messaging and high-speed data 11GB of 4G LTE Smartphone Mobile Hotspot (reduced to 3G after the bucket is used) Simple Global Optimized video streaming at 480p Stateside International Unlimited Texting Mobile Without Borders Domestic data roaming Subject to Prioritization after 50GB of Data Usage in a single month while connected to a congested tower	Yes
GOVUTB21H	Government Unlimited for Tablets 21 GB HS	$35.00	16%	$29.40	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	(Intended for use with tablets and netbooks) Unlimited messaging and high-speed data 21GB of 4G LTE Smartphone Mobile Hotspot (reduced to 3G after the bucket is used) Simple Global Optimized video streaming at 480p Stateside International Unlimited Texting Mobile Without Borders Domestic data roaming Subject to Prioritization after 50GB of Data Usage in a single month while connected to a congested tower	Yes
GOVUTB31H	Government Unlimited for Tablets 31 GB HS	$40.50	16%	$34.02	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	(Intended for use with tablets and netbooks) Unlimited messaging and high-speed data 31GB of 4G LTE Smartphone Mobile Hotspot (reduced to 3G after the bucket is used) - Simple Global Optimized video streaming at 480p Stateside International Unlimited Texting Mobile Without Borders Domestic data roaming Subject to Prioritization after 50GB of Data Usage in a single month while connected to a congested tower	Yes

GOVUTB41H	Government Unlimited for Tablets 41 GB HS	$52.50	16%	$44.10	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	(Intended for use with tablets and netbooks) Unlimited messaging and high-speed data 41GB of 4G LTE Smartphone Mobile Hotspot (reduced to 3G after the bucket is used) Simple Global Optimized video streaming at 480p Stateside International Unlimited Texting Mobile Without Borders Domestic data roaming Subject to Prioritization after 50GB of Data Usage in a single month while connected to a congested tower	Yes
GOVUSUB1	Government Unlimited for Phones w/Device Subsidy 1.0 Level 1	$41.00	16%	$34.44	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited talk, text, & 4G LTE data; Unlimited domestic roaming Optimized video streaming at 480p 11GB of 4G LTE Smartphone Mobile Hotspot (Unlimited 3G after the bucket is used) Stateside International Unlimited Texting Simple Global Mobile Without Borders (No cap) Gogo in-flight 1 hour (unlimited flights) Requires Add-On of either NoDATA, GOV11GBHS, GOV21GBHS, GOVP31HS, or GOVP41HS For the Subsidy to be effective, Customer will activate a line of Service under its Master Account; Each line of Service must remain active, without suspension, for a 90-day period following the activation ("Minimum Activations Period"); any suspension or termination of any line of Service (the "Subsidy Term"); Each line of Service must be activated in accordance with the terms of the Agreement; Each line of Service which is activated under the Master Account can only qualify once for a device subsidy during the Initial Term; The subsidy canNot be combined with any other discounts, credits or promotional offers; Customer's account with T-Mobile must be in good standing to receive the subsidy. Minimum Activation Period/Termination - If any line of Service that received a Subsidy or any other future credit that T-Mobile may agree to provide to Customer is terminated prior to the end of the Subsidy Term, then Customer agrees to pay or reimburse T-Mobile the pro rata portion of the Subsidy that has been credited by T-Mobile to the Customer for each terminated line of Service (for purposes of illustration only, if Customer terminates the applicable line 12 months following activation, and if T-Mobile has issued a subsidy of $150 for such line, then Customer will reimburse T-Mobile $75 (i.e. 50% [12/24 months] X $150) for such terminated line). Customer may either (i) pay T-Mobile the aggregate amount of issued subsidy for terminated lines of Service which are terminated before the end of the Subsidy Term within 30 days of termination of the affected lines of Service; or	Yes
GOVUSUB2	Government Unlimited for Phones w/Device Subsidy 1.0 Level 2	$53.00	16%	$44.52	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited talk, text, & 4G LTE data; Unlimited domestic roaming Optimized video streaming at 480p 11GB of 4G LTE Smartphone Mobile Hotspot (Unlimited 3G after the bucket is used) Stateside International Unlimited Texting Simple Global Mobile Without Borders (No cap) Gogo in-flight 1 hour (unlimited flights) Requires Add-On of either NoDATA, GOV11GBHS, GOV21GBHS, GOVP31HS, or GOVP41HS For the Subsidy to be effective, Customer will activate a line of Service under its Master Account; Each line of Service must remain active, without suspension, for a 90-day period following the activation ("Minimum Activations Period"); any suspension or termination of any line of Service (the "Subsidy Term"); Each line of Service must be activated in accordance with the terms of the Agreement; Each line of Service which is activated under the Master Account can only qualify once for a device subsidy during the Initial Term; The subsidy canNot be combined with any other discounts, credits or promotional offers; Customer's account with T-Mobile must be in good standing to receive the subsidy. Minimum Activation Period/Termination - If any line of Service that received a Subsidy or any other future credit that T-Mobile may agree to provide to Customer is terminated prior to the end of the Subsidy Term, then Customer agrees to pay or reimburse T-Mobile the pro rata portion of the Subsidy that has been credited by T-Mobile to the Customer for each terminated line of Service (for purposes of illustration only, if Customer terminates the applicable line 12 months following activation, and if T-Mobile has issued a subsidy of $150 for such line, then Customer will reimburse T-Mobile $75 (i.e. 50% [12/24 months] X $150) for such terminated line). Customer may either (i) pay T-Mobile the aggregate amount of issued subsidy for terminated lines of Service which are terminated before the end of the Subsidy Term within 30 days of termination of the affected lines of Service; or	Yes
GOVUSUB3	Government Unlimited for Phones w/Device Subsidy 1.0 Level 3	$64.00	16%	$53.76	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited talk, text, & 4G LTE data; Unlimited domestic roaming Optimized video streaming at 480p 11GB of 4G LTE Smartphone Mobile Hotspot (Unlimited 3G after the bucket is used) Stateside International Unlimited Texting Simple Global Mobile Without Borders (No cap) Gogo in-flight 1 hour (unlimited flights) Requires Add-On of either NoDATA, GOV11GBHS, GOV21GBHS, GOVP31HS, or GOVP41HS For the Subsidy to be effective, Customer will activate a line of Service under its Master Account; Each line of Service must remain active, without suspension, for a 90-day period following the activation ("Minimum Activations Period"); any suspension or termination of any line of Service (the "Subsidy Term"); Each line of Service must be activated in accordance with the terms of the Agreement; Each line of Service which is activated under the Master Account can only qualify once for a device subsidy during the Initial Term; The subsidy canNot be combined with any other discounts, credits or promotional offers; Customer's account with T-Mobile must be in good standing to receive the subsidy. Minimum Activation Period/Termination - If any line of Service that received a Subsidy or any other future credit that T-Mobile may agree to provide to Customer is terminated prior to the end of the Subsidy Term, then Customer agrees to pay or reimburse T-Mobile the pro rata portion of the Subsidy that has been credited by T-Mobile to the Customer for each terminated line of Service (for purposes of illustration only, if Customer terminates the applicable line 12 months following activation, and if T-Mobile has issued a subsidy of $150 for such line, then Customer will reimburse T-Mobile $75 (i.e. 50% [12/24 months] X $150) for such terminated line). Customer may either (i) pay T-Mobile the aggregate amount of issued subsidy for terminated lines of Service which are terminated before the end of the Subsidy Term within 30 days of termination of the affected lines of Service; or	Yes
NoDATA	Add-On: No Data Service	$0.00	16%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Smartphone	No Data Service	N/A	N/A	N/A	N/A	N/A	No Data feature for Government Unlimited for Phones Subsidy version 1.0 and 2	Yes
GOV11GBHS	Add-On: Government Unlimited Data 11GB Hotspot	$0.00	16%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	4G LTE Hotspot	11GB	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	11GB	Unlimited Data with 11GB Hotspot feature for Government Unlimited for Phone	Yes
GOV21GBHS	Add-On: Government Unlimited Data 21GB Hotspot	$10.00	16%	$8.40	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	4G LTE Hotspot	21GB	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	21GB	Unlimited Data with 21GB Hotspot feature for Government Unlimited for Phone	Yes
GOVP31HS	Add-On: Government Unlimited Data 31GB Hotspot	$15.00	16%	$12.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	4G LTE Hotspot	31GB	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	31GB	Unlimited Data with 31GB Hotspot feature for Government Unlimited for Phone	Yes
GOVP41HS	Add-On: Government Unlimited Data 31GB Hotspot	$25.00	16%	$21.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	4G LTE Hotspot	41GB	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	41GB	Unlimited Data with 41GB Hotspot feature for Government Unlimited for Phone	Yes
GOVFRUN	First Responder Unlimited for Phones	$34.00	16%	$28.56	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	End user must be a qualified First Responder. Unlimited talk, text, & 4G LTE data Unlimited domestic roaming Optimized video streaming at 480p 11GB of 4G LTE Smartphone Mobile Hotspot (Unlimited 3G after the bucket is used) Stateside International Unlimited Texting Simple Global Mobile Without Borders (No cap) Gogo in-flight 1 hour (unlimited flights)	Yes
GOVFRLD	First Responder Unlimited Talk and Text with 2GB or 6GB 4G LTE Data	$15.00	16%	$12.60	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KB	Unlimited	Feature Dependant	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	End user must be a qualified First Responder. Must add GFR2DATA or GFR6DATA Not compatible with hot spots, data sticks, laptops, netbooks, or other data-first devices 2GB or 6GB of 4G LTE (speeds slow at allotment) Unlimited domestic roaming Optimized video streaming Smartphone mobile hotspot (speeds slow at allotment) Simple Global Stateside International Unlimited Texting Gogo in-flight 1 hour (unlimited flights) Mobile Without Borders	Yes
GFR2DATA	Add-On: 2GB 4G LTE Data for GOVFRLD Unlimited Voice and Data	$0.00	16%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	2GB	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	4G LTE Data	2GB	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	2GB	Speeds slow at 2GB	Yes
GFR6DATA	Add-On: 6GB 4G LTE Data for GOVFRLD Unlimited Voice and Data	$15.00	16%	$12.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	6GB	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	4G LTE Data	4GB	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	6GB	Speeds slow at 6GB	Yes
GGEOBSCTE	Geotab Fleet Management Base Plan	$15.00	16%	$12.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	N/A	N/A	N/A	N/A	No	Geotab Device	N/A	N/A	N/A	N/A	N/A	N/A	GPS location, VIN, Driver ID, and basic IOX support worldwide Unlimited data @512kbps speed Canada and Mexico roaming (all other Simple Global countries blocked Voice barred No HD video	Yes
GGEOHOSTE	Geotab Fleet Management Regulatory Plan	$23.50	16%	$19.74	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	N/A	N/A	N/A	N/A	No	Geotab Device	N/A	N/A	N/A	N/A	N/A	N/A	Hours of Service, IFTA and Temperature Monitoring functionality over the Base plan. Geared toward assisting fleets in meeting a range of compliance regulations in the USA and Canada Unlimited data @512kbps speed Canada and Mexico roaming (all other Simple Global countries blocked Voice barred No HD video	Yes
GGEOPROTE	Geotab Fleet Management Pro Plan	$29.00	16%	$24.36	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	N/A	N/A	N/A	N/A	No	Geotab Device	N/A	N/A	N/A	N/A	N/A	N/A	The functionality of the Regulatory plan and support for engine and accelerometer data worldwide Unlimited data @512kbps speed Canada and Mexico roaming (all other Simple Global countries blocked Voice barred No HD video	Yes
GGEOPRXTE	Geotab Fleet Management Pro Plus Plan	$35.00	16%	$29.40	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	N/A	N/A	N/A	N/A	No	Geotab Device	N/A	N/A	N/A	N/A	N/A	N/A	The ProPlus plan offers the greatest functionality, including Active Tracking, a lifetime warranty, and premium services including EV data worldwide Unlimited data @512kbps speed Canada and Mexico roaming (all other Simple Global countries blocked Voice barred No HD video	Yes
GGEOPWSTE	Geotab Public Works plan for Government TE	$37.00	16%	$31.08	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	N/A	N/A	N/A	N/A	No	Geotab Device	N/A	N/A	N/A	N/A	N/A	N/A	Standard Public Works* solution requires: GO9 and T-Harness. The Winter Operations solution requires: GO9, T-Harness, and IOX-WRKS Cable (TMO). Unlimited Data (512 kbps speed) Unlimited SMS Canada and Mexico roaming (all other Simple Global countries blocked) Unlimited domestic roaming Device is eligible for EIP PHP available Voice barred No HD video No data passes	Yes
G2GBMIZ0	EmpowerED Program 2GB Mobile Internet	$0.00	0%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	2GB	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Internet Connected Learning Device	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited data (speeds slow at GB allotment) Mobile Hotspot (speeds slow at GB allotment) Binge On 200MB Domestic data roaming Simple Global Mobile Without Borders Music Freedom All recurring taxes and fees included in MRC EmpowerEd application required from qualified educational institutions. Subject to review and approval.	Yes
[illegible]MI10	EmpowerED Program 2GB Mobile Internet	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	2GB	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Internet Connected Learning Device	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited data (speeds slow at GB allotment) Mobile Hotspot (speeds slow at GB allotment) Binge On 200MB Domestic data roaming Simple Global Mobile Without Borders Music Freedom All recurring taxes and fees included in MRC EmpowerEd application required from qualified educational institutions. Subject to review and approval.	Yes

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P10MUN25	Project 10Million General Unlimited Plan (NSLP & Non-NSLP)	$25.00	0%	$25.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	GB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Hotspot device	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited data per month (Month-to-Month Term). Choice of P10M Mobile hotspot device or SIM card included and discount for select WiFi devices.	Yes
DialPad Room Seat	Add-On: DialPad Room Seat	$15.00	0%	$15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	Adds a common area phone extensions. Customers will be required to sign a T-Mobile Unified Communications Platform (UCP) Addendum to purchase DialPad	Yes
DialPad Contact Center - Pro	Add-On: DialPad Contact Center - Pro	$63.00	0%	$63.00	N/A	N/A	$0.01 inbound $0.02 outbound	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	Inbound call center experience. Customers will be required to sign a T-Mobile Unified Communications Platform (UCP) Addendum to purchase DialPad Per Minute Fee is subject to change	Yes
DialPad Contact Center - Enterprise	Add-On: DialPad Contact Center - Enterprise	$84.00	0%	$84.00	N/A	N/A	$0.01 inbound $0.02 outbound	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	Inbound call center experience. Customers will be required to sign a T-Mobile Unified Communications Platform (UCP) Addendum to purchase DialPad Per Minute Fee is subject to change	Yes
DialPad Sell - Pro	Add-On: DialPad Sell - Pro	$80.00	0%	$80.00	N/A	N/A	$ 0.02	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	Provides an AI-powered outbound communications solution that helps reps learn from customer insights and build meaningful relationships. Customers will be required to sign a T-Mobile Unified Communications Platform (UCP) Addendum to purchase DialPad Per Minute Fee is subject to change	Yes
DialPad Sell - Enterprise	Add-On: DialPad Sell - Enterprise	$101.00	0%	$101.00	N/A	N/A	$ 0.02	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	Provides an AI-powered outbound communications solution that helps reps learn from customer insights and build meaningful relationships. Customers will be required to sign a T-Mobile Unified Communications Platform (UCP) Addendum to purchase DialPad Per Minute Fee is subject to change	Yes
DialPad Sell - Reserved	Add-On: DialPad Sell - Reserved Numbers	$1.00	0%	$1.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	Numbers held but Not used Customers will be required to sign a T-Mobile Unified Communications Platform (UCP) Addendum to purchase DialPad	Yes
GEBBMI10G + TFGEBB	Emergency Broadband (EBB) Simple Choice North America 10GB MI Gov	$0.00	0%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	10GB	10GB	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Hotspots	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	Includes High-speed data in the U.S. 5GB of your high-speed data in Canada and Mexico Up to 10 GB of monthly high-speed mobile internet access. Speeds slowed after 10 GB No annual service contract & No overages. Unlimited international web at 2G speeds while roaming in 210+ countries and destinations. For eligible households only, approval required.	Yes
GEBBTB20G + TFGEBB	EBB Magenta Plus Tablet with 20GB of 4G LTE hotspot data Gov	$0.00	0%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	20GB	20GB	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	IIncludes unlimited 4G LTE tablet data on our network. No data overages. 5GB of your high-speed data in Canada and Mexico Unlimited data at 2G speeds almost everywhere else in the world Video typically streams on smartphone/tablet at DVD quality (480p). 20GB of 4G LTE mobile hotspot, then at max 3G speeds after that For eligible households only, approval required.	Yes
GSLEDSUB1 + GUNLGBHS	Teacher Plans - Subsidy Level 1	$35.00	16%	$29.40	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	Yes	Smartphone	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	Unlimited talk, text, and unlimited data while on our network with No overages. Unlimited HS included at No extra charge. Equipment subsidy $180. During congestion, a small fraction of customers using >50GB/mo. may Notice reduced speeds until next bill cycle due to data prioritization. Subsidy plans include part or all of the cost of a phone in the monthly charge, and a two-year service agreement is required. If you cancel service, you may be charged a subsidy repayment (1/24th of subsidy per month remaining).	Yes
GSLEDSUB2 + GUNLGBHS	Teacher Plans - Subsidy Level 2	$47.00	16%	$39.48	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	Yes	Smartphone	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	Unlimited talk, text, and unlimited data while on our network with No overages. Unlimited HS included at No extra charge. Equipment subsidy $400 During congestion, a small fraction of customers using >50GB/mo. may Notice reduced speeds until next bill cycle due to data prioritization. Subsidy plans include part or all of the cost of a phone in the monthly charge, and a two-year service agreement is required. If you cancel service, you may be charged a subsidy repayment (1/24th of subsidy per month remaining).	Yes
GOVWFHITE	Government Home Internet Office	$90.00	16%	$75.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	Yes	T-Mobile 5G Nokia Gateway Router	5G	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	Reliable, high-speed internet to government home offices across America. No data caps and No additional hardware costs (unless you fail to return the hardware if you cancel the line of service.) Includes T-Mobile 5G Nokia Gateway Router device Security and productivity filtering blocks select content. See Sales Rep or T-Mobile.com/filtering for content filtering options and details. Available in select areas. Check employee address list for availability, after Customer signs Consent Authorization. Customer will need to sign an addendum with additional terms & conditions. During congestion, Government Home Office Internet customers may Notice speeds lower than other customers due to data prioritization.	Yes
GFRUNLSL1, GFRSUB1	First Responder Unlimited for Phones w/Device Subsidy Level 1	$46.00	16%	$38.64	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited talk, text, & 4G LTE data; Unlimited domestic roaming Optimized video streaming at 480p 11GB of 4G LTE Smartphone Mobile Hotspot (Unlimited 3G after the bucket is used) Stateside International Unlimited Texting Simple Global Mobile Without Borders (No cap) Gogo in-flight 1 hour (unlimited flights) For the Subsidy to be effective, Customer will activate a line of Service under its Master Account; Each line of Service must remain active, without suspension, for a 90-day period following the activation ("Minimum Activations Period"); any suspension or termination of any line of Service (the "Subsidy Term"); Each line of Service must be activated in accordance with the terms of the Agreement; Each line of Service which is activated under the Master Account can only qualify once for a device subsidy during the Initial Term; The subsidy canNot be combined with any other discounts, credits or promotional offers; Customer's account with T-Mobile must be in good standing to receive the subsidy. Minimum Activation Period/Termination - If any line of Service that received a Subsidy or any other future credit that T-Mobile may agree to provide to Customer is terminated prior to the end of the Subsidy Term, then Customer agrees to pay or reimburse T-Mobile the pro rata portion of the Subsidy that has been credited by T-Mobile to the Customer for each terminated line of Service (for purposes of illustration only, if Customer terminates the applicable line 12 months following activation, and if T-Mobile has issued a subsidy of $150 for such line, then Customer will reimburse T-Mobile $75 (i.e. 50% [12/24 months] X $150) for such terminated line). Customer may either (i) pay T-Mobile the aggregate amount of issued subsidy for terminated lines of Service which are terminated before the end of the Subsidy Term within 30 days of termination of the affected lines of Service; or (ii) T-Mobile may charge Customer for the Activation Credits issued for each terminated lines of Service and Customer agrees to pay T-Mobile for the	Yes
GFRUNLSL2, GFRSUB2	First Responder Unlimited for Phones w/Device Subsidy Level 2	$58.00	16%	$48.72	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited talk, text, & 4G LTE data; Unlimited domestic roaming Optimized video streaming at 480p 11GB of 4G LTE Smartphone Mobile Hotspot (Unlimited 3G after the bucket is used) Stateside International Unlimited Texting Simple Global Mobile Without Borders (No cap) Gogo in-flight 1 hour (unlimited flights) For the Subsidy to be effective, Customer will activate a line of Service under its Master Account; Each line of Service must remain active, without suspension, for a 90-day period following the activation ("Minimum Activations Period"); any suspension or termination of any line of Service (the "Subsidy Term"); Each line of Service must be activated in accordance with the terms of the Agreement; Each line of Service which is activated under the Master Account can only qualify once for a device subsidy during the Initial Term; The subsidy canNot be combined with any other discounts, credits or promotional offers; Customer's account with T-Mobile must be in good standing to receive the subsidy. Minimum Activation Period/Termination - If any line of Service that received a Subsidy or any other future credit that T-Mobile may agree to provide to Customer is terminated prior to the end of the Subsidy Term, then Customer agrees to pay or reimburse T-Mobile the pro rata portion of the Subsidy that has been credited by T-Mobile to the Customer for each terminated line of Service (for purposes of illustration only, if Customer terminates the applicable line 12 months following activation, and if T-Mobile has issued a subsidy of $150 for such line, then Customer will reimburse T-Mobile $75 (i.e. 50% [12/24 months] X $150) for such terminated line). Customer may either (i) pay T-Mobile the aggregate amount of issued subsidy for terminated lines of Service which are terminated before the end of the Subsidy Term within 30 days of termination of the affected lines of Service; or (ii) T-Mobile may charge Customer for the Activation Credits issued for each terminated lines of Service and Customer agrees to pay T-Mobile for the	Yes
GFRUNLSL3, GFRSUB3	First Responder Unlimited for Phones w/Device Subsidy Level 3	$69.00	16%	$57.96	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited talk, text, & 4G LTE data Unlimited domestic roaming Optimized video streaming at 480p 11GB of 4G LTE Smartphone Mobile Hotspot (Unlimited 3G after the bucket is used) Stateside International Unlimited Texting Simple Global Mobile Without Borders (No cap) Gogo in-flight 1 hour (unlimited flights) For the Subsidy to be effective, Customer will activate a line of Service under its Master Account; Each line of Service must remain active, without suspension, for a 90-day period following the activation ("Minimum Activations Period"); any suspension or termination of any line of Service (the "Subsidy Term"); Each line of Service must be activated in accordance with the terms of the Agreement; Each line of Service which is activated under the Master Account can only qualify once for a device subsidy during the Initial Term; The subsidy canNot be combined with any other discounts, credits or promotional offers; Customer's account with T-Mobile must be in good standing to receive the subsidy. Minimum Activation Period/Termination - If any line of Service that received a Subsidy or any other future credit that T-Mobile may agree to provide to Customer is terminated prior to the end of the Subsidy Term, then Customer agrees to pay or reimburse T-Mobile the pro rata portion of the Subsidy that has been credited by T-Mobile to the Customer for each terminated line of Service (for purposes of illustration only, if Customer terminates the applicable line 12 months following activation, and if T-Mobile has issued a subsidy of $150 for such line, then Customer will reimburse T-Mobile $75 (i.e. 50% [12/24 months] X $150) for such terminated line). Customer may either (i) pay T-Mobile the aggregate amount of issued subsidy for terminated lines of Service which are terminated before the end of the Subsidy Term within 30 days of termination of the affected lines of Service; or (ii) T-Mobile may charge Customer for the Activation Credits issued for each terminated lines of Service and Customer agrees to pay T-Mobile for the	Yes
GOVHSFR, GOVFRHS	First Responder Unlimited Mobile Internet Data	$40.00	16%	$33.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Hotspots/Tablets/Routers/Modems	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited 4G LTE Data for Hotspots/Tablets/Routers/Modems End user must be a qualified First Responder.	Yes
GOVFRMI, GOVFRTB11	First Responder Unlimited LTE Data for Tablets	$28.50	16%	$23.94	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	For Single-User Data Only Devices (Non-Tethering) Tablets/iPads End user must be a qualified First Responder.	Yes
GOVFRTB11	First Responder Unlimited LTE Data for Tablets, 11GB hotspot	$28.50	16%	$23.94	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	For Single-User Data Only Devices (Non-Tethering) Tablets/iPads 11GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter) End user must be a qualified First Responder.	Yes
GOVFRTB21	First Responder Unlimited LTE Data for Tablets, 21GB hotspot	$40.50	16%	$34.02	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	For Single-User Data Only Devices (Non-Tethering) Tablets/iPads 21GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter) End user must be a qualified First Responder.	Yes
GOV[illegible]31	First Responder Unlimited LTE Data for Tablets, 31GB hotspot	$45.50	16%	$38.22	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	For Single-User Data Only Devices (Non-Tethering) Tablets/iPads 31GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter) End user must be a qualified First Responder.	Yes
GOVF[illegible]TB41	First Responder Unlimited LTE Data for Tablets, 41GB hotspot	$57.50	16%	$48.30	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	For Single-User Data Only Devices (Non-Tethering) Tablets/iPads 41GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter) End user must be a qualified First Responder.	Yes

Attachment 6 - Plan Description

N/A	ES Chat	$5.00	0%	$5.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	Wireless carrier independent and cross carrier capable connectivity. Fastest call setup and best voice quality. Instant secure PTT voice and group text communications. Live and historical (bread crumb) location tracking. In-call preemption and priority based call override. Late join and re-Join on group calls. Presence for groups and individual contacts. Complete user account management through the handset or on the web. Contact List Size: 895 Users Maximum group sizes: Personal Group: 250 Member Group: 250 Open Group: 250 Closed Group: 250 Dispatch Group: 250 Surveillance Channel: 250 Unicast Radio Channel: 250 Broadcast Group: 60,000	Yes
N/A	myDevices Gateway - cellular enabled (opex)	$30.00	0%	$30.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	myDevices Gateway - ethernet only (opex)	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	myDevices Gateway - cellular enabled (capex)	$15.00	0%	$15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	myDevices Gov Package	$4.50	0%	$4.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	myDevices Gateway - ethernet only (capex)	$4.50	0%	$4.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	myDevices Temperature sensor (capex)	$4.50	0%	$4.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	myDevices Temperature sensor with Data Logging	$4.50	0%	$4.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	myDevices Temperature Probe sensor with Data Logging	$4.50	0%	$4.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	myDevices 3-button satisfaction survey	$4.50	0%	$4.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	myDevices 2 button satisfaction survey	$4.50	0%	$4.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	myDevices Bluetooth beacon	$4.50	0%	$4.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	myDevices Emergency push button with GPS (capex)	$4.50	0%	$4.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	myDevices Smart waste bin sensor	$4.50	0%	$4.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	myDevices Predictive maintenance sensor	$4.50	0%	$4.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	myDevices Desk presence sensor	$4.50	0%	$4.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	myDevices Sound Sensor	$4.50	0%	$4.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	myDevices CO2 sensor	$4.50	0%	$4.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	myDevices Room Occupancy Sensor	$4.50	0%	$4.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	myDevices Smoke and Heat sensor	$4.50	0%	$4.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	myDevices Industrial temperature and humidity sensor with probe	$4.50	0%	$4.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	myDevices Indoor window and door sensor	$4.50	0%	$4.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	myDevices Occupancy, temperature and light sensor	$4.50	0%	$4.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	myDevices Rodent traps with sensor	$4.50	0%	$4.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	myDevices People Counter sensor	$4.50	0%	$4.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	myDevices Machine Condition Monitoring Sensor	$4.50	0%	$4.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	myDevices Water Meter	$4.50	0%	$4.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	myDevices Water Leak Detection	$4.50	0%	$4.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	myDevices Acceleration Based Movement Sensor	$4.50	0%	$4.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	myDevices Vehicle Detection Parking Sensor	$4.50	0%	$4.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	myDevices Push Button (non GPS)	$4.50	0%	$4.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	myDevices Ambiance Monitoring Sensor (motion, humidity, temperature, light, TVOC, CO2, and barometric pressure sensors)	$4.50	0%	$4.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	myDevices Gov Package	$8.50	0%	$8.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	myDevices Temperature sensor (opex)	$8.50	0%	$8.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	myDevices – Optional Setup Fee (Small) - One Time Charge	$0.00	0%		$500.00	Setup Fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	myDevices – Optional Setup Fee (Large) - One Time Charge	$0.00	0%		$1,000.00	Setup Fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	MD Gateway CapEx	$15.00	0%	$15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	MD Push Button CapEx	$5.00	0%	$5.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	Spireon FleetLocate FL360 LTE Standard	$12.00	0%	$12.00	$50.00	Spireon Setup Fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	Spireon FleetLocate FL360 LTE Gov Package	$14.00	0%	$14.00	$50.00	Spireon Setup Fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	Spireon FleetLocate FL360 LTE Standard w/HOS	$17.00	0%	$17.00	$50.00	Spireon Setup Fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	Spireon FleetLocate FL360 LTE Advanced w/HOS	$25.00	0%	$25.00	$50.00	Spireon Setup Fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	Spireon FleetLocate Trailer Gov Package	$10.95	0%	$10.95	$75.00	Spireon Setup Fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	Control Center - IoT - 1 MB Pooled Price Plan	$1.00	0%	$1.00	N/A	N/A	N/A	N/A	N/A	0.03	N/A	N/A	N/A	KB	1 MB	N/A	Yes	MB	0.1	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	0.01	0.01	No		N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	Control Center - IoT - 10 MB Pooled Price Plan	$1.50	0%	$1.50	N/A	N/A	N/A	N/A	N/A	0.03	N/A	N/A	N/A	KB	10 MB	N/A	Yes	MB	0.05	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	0.01	0.01	No		N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	Control Center - IoT - 250 MB Pooled Price Plan	$3.25	0%	$3.25	N/A	N/A	N/A	N/A	N/A	0.03	N/A	N/A	N/A	KB	250 MB	N/A	Yes	MB	0.025	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	0.01	0.01	No		N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	Control Center - IoT - 500 MB Pooled Price Plan	$5.25	0%	$5.25	N/A	N/A	N/A	N/A	N/A	0.03	N/A	N/A	N/A	KB	500 MB	N/A	Yes	MB	0.015	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	0.01	0.01	No		N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	Control Center - IoT - 1 GB Pooled Price Plan	$8.00	0%	$8.00	N/A	N/A	N/A	N/A	N/A	0.03	N/A	N/A	N/A	KB	1 GB	N/A	Yes	MB	0.0125	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	0.01	0.01	No		N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	Control Center - IoT - 2 GB Pooled Price Plan	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	0.03	N/A	N/A	N/A	KB	2 GB	N/A	Yes	MB	0.01	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	0.01	0.01	No		N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	Control Center - IoT - 5 GB Pooled Price Plan	$22.50	0%	$22.50	N/A	N/A	N/A	N/A	N/A	0.03	N/A	N/A	N/A	KB	5 GB	N/A	Yes	MB	0.01	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	0.01	0.01	No		N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	Control Center - IoT - 10 GB Pooled Price Plan	$43.00	0%	$43.00	N/A	N/A	N/A	N/A	N/A	0.03	N/A	N/A	N/A	KB	10 GB	N/A	Yes	MB	0.01	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	0.01	0.01	No		N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	Control Center - IoT - 25 GB Pooled Price Plan	$100.00	0%	$100.00	N/A	N/A	N/A	N/A	N/A	0.03	N/A	N/A	N/A	KB	25 GB	N/A	Yes	MB	0.01	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	0.01	0.01	No		N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	Control Center - IoT - 50 GB Pooled Price Plan	$192.50	0%	$192.50	N/A	N/A	N/A	N/A	N/A	0.03	N/A	N/A	N/A	KB	50 GB	N/A	Yes	MB	0.01	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	0.01	0.01	No		N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	Control Center - IoT - 75 GB Pooled Price Plan	$273.75	0%	$273.75	N/A	N/A	N/A	N/A	N/A	0.03	N/A	N/A	N/A	KB	75 GB	N/A	Yes	MB	0.01	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	0.01	0.01	No		N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	Control Center - IoT - 100 GB Pooled Price Plan	$350.00	0%	$350.00	N/A	N/A	N/A	N/A	N/A	0.03	N/A	N/A	N/A	KB	100 GB	N/A	Yes	MB	0.01	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	0.01	0.01	No		N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	GoCanvas Business	$25.00	4%	$24.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	GoCanvas Professional	$35.00	4%	$33.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	doForms Standard	$10.00	1%	$9.95	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	doForms Advanced	$15.00	0%	$14.95	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	doForms Premium	$20.00	0%	$19.95	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	Encore Classic	$10.00	10%	$9.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	Encore Essentials	$15.00	10%	$13.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	Encore Ultimatee	$20.00	10%	$18.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	Encore Vault EVV	$8.00	10%	$7.20	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	Encore Vault EVV +Time	$12.00	10%	$10.80	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	Encore Vault Classic	$15.00	10%	$13.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	Encore Vault Essentials	$20.00	10%	$18.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	Encore Vault Ultimate	$25.00	10%	$22.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	Enccore GPS Add-On	$5.00	10%	$4.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
TBD	VM Ware - Providees Vmware Workspace <=10 licenses	$3.78	0%	$3.78	$2,000.00	This is a one time setup cost fo	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
TBD	VM Ware - Providees Vmware Workspace 11 to 100 licenses	$3.69	0%	$3.69	$2,000.00	This is a one time setup cost fo	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
TBD	VM Ware - Providees Vmware Workspace 101 to 500 licenses	$3.59	0%	$3.59	$2,000.00	This is a one time setup cost fo	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
TBD	VM Ware - Providees Vmware Workspace 501 to 1000 licenses	$3.50	0%	$3.50	$2,000.00	This is a one time setup cost fo	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
TBD	IBM MaaS360 Essentials Suite - 10 Licenses or less	$4.00	0%	$4.00	$299.00	Installation Charge	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
TBD	IBM MaaS360 Essentials Suite - 11-100 Licenses or less	$3.90	0%	$3.90	$0.00	Installation for 100 lines and al	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
TBD	IBM MaaS360 Essentials Suite - 101-500 Licenses or less	$3.80	0%	$3.80	$0.00	Installation for 100 lines and al	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
TBD	IBM MaaS360 Essentials Suite - 501-1000 Licenses or less	$3.70	0%	$3.70	$0.00	Installation for 100 lines and al	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
ZUCCARCIV	SMARSH Message Archiving	$5.00	0%	$5.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Archives all SMS, MMS, RCS messages direcly from the T-Mobile network. Direct network capture of messages that are then to the Smarsh connected archive for rapid, faceted search by channel, user, message, direction, message header, Boolean searches, Phrase Searches, Proximity Searches, Wildcard Searches, Special Characters, Regular Expression Searches, Fuzzy Logic Searches, Number of Attachment(s), Attachment Name, Attachment Extension, Document Size incl. Attachments, Attachment Size, Searching by Out of Office.	Yes

Requirements for the Government Unlimited Rate Plan with Subsidy Allowance and First Responder Government Rate Plan with Subsidy Allowance - Smartphones & Tablets

1) For the Subsidy to be effective, Customer will activate a line of Service under its Master Account. Each line of Service must be activated and maintained for at least 24 months from the date of activation without any suspension or termination of any line of Service (the "**Subsidy Term**");
2) Each line of Service must remain active, without suspension, for a 90-day period following the activation ("**Minimum Activations Period**");
3) Each line of Service must be activated in accordance with the terms of the Agreement;
4) Each line of Service which is activated under the Master Account can only qualify once for a device subsidy during the Initial Term;
5) The subsidy cannot be combined with any other discounts, credits or promotional offers; and
6) Customer's account with T-Mobile must be in good standing to receive the subsidy.

Minimum Activation Period/Termination. If any line of Service that received a Subsidy or any other future credit that T-Mobile may agree to provide to Customer is terminated prior to the end of the Subsidy Term, then Customer agrees to pay or reimburse T-Mobile the pro rata portion of the Subsidy that has been credited by T-Mobile to the Customer for each terminated line of Service (for purposes of illustration only, if Customer terminates the applicable line 12 months following activation, and if T-Mobile has issued a subsidy of $150 for such line, then Customer will reimburse T-Mobile $75 (i.e. 50% [12/24 months] X $150) for such terminated line). Customer may either (i) pay T-Mobile the aggregate amount of issued subsidy for terminated lines of Service which are terminated before the end of the Subsidy Term within 30 days of termination of the affected lines of Service; or (ii) T-Mobile may charge Customer for the Activation Credits issued for each terminated lines of Service and Customer agrees to pay T-Mobile for the Subsidy issued to Customer for the terminated lines within 30 days of issuance of notice by T-Mobile.

EmpowerED Program Plans are available to elementary, middle, high schools, and school districts across the U.S. The eligibility criteria and EmpowerED Program offers are posted here: https://www.t-mobile.com/business/education/empowered2.

Requirements to qualify for Subsidy allowance under EmpowerED Program:

– For the Device Discount/Subsidy to be effective, Customer must purchase a Device from T-Mobile with an activated line of Service based on the EmpowerED rate plan listed under its Master Account. Each line of Service must be activated and maintained for at least the Term without any suspension or termination of any line of Service that received the Device Discount/Subsidy (the "**Device Discount/Subsidy Term**");
– Customer agrees that it cannot change or move the lines of Service with a Device Discount/Subsidy to a rate plan with a different or lower Rate Plan during the Device Discount/Subsidy Term and if it does, Customer will reimburse T-Mobile for a pro rata portion of the Device Discount/Subsidy received for each month remaining in the Device Discount/Subsidy Term.
– Each line of Service and each Device purchased must be activated in accordance with the terms of the Master Agreement;
– This Device Discount/Subsidy cannot be combined with any other discount or promo offers;
– Customer's account must remain in good standing with T-Mobile to receive the Device Discount/Subsidy; and
– Lines of Service that are terminated or suspended (without reactivation) within the Device Discount/Subsidy Term will be subject to repayment of the Device Discount/Subsidy. Customer may suspend lines during the summer months while Customer is not in session; however, the terms for those lines will be extended to qualify for the Device Discount/Subsidy Term, and the months while the lines are suspended will not qualify to meet the Device Discount/Subsidy Term.

Project 10Million

Limited time offer; subject to change. Available lines are limited. Intended for student mobile connectivity. Must verify student National School Lunch Program eligibility. 1 offer per household. Confirm your program can accept free equipment and/or service. Roaming not available. Annual data service ends at earlier of 100GB or 365 days; monthly data service ends at 100GB on $12 plan. Excessive switching between data allotments may be limited. Monthly Regulatory Programs (RPF) & Telco Recovery Fee (TRF) totaling $1.16 per data only line ($0.15 for RPF & $1.01 for TRF) apply for paid plans. Video streams at up to 1.5Mbps. Optimization may affect speed of video downloads; does not apply to video uploads. For best performance, leave any video streaming applications at their default automatic resolution setting. Coverage not available in some areas. Network Management: Service may be slowed, suspended, terminated, or restricted for misuse, abnormal use, interference with our network or ability to provide quality service to other users, or significant roaming. During congestion the small fraction of customers using >50GB/mo. may notice reduced speeds until next monthly cycle due to data prioritization. See T-Mobile.com/OpenInternet for details. See Terms and Conditions (including arbitration provision) at www.T-Mobile.com for additional information.

Government Home Office Internet

During congestion, customers on this plan may notice speeds lower than other customers due to data prioritization. Not available in all areas. Plus taxes & fees: Monthly Regulatory Programs (RPF) & Telco Recovery Fee (TRF) totaling $1.16 per data only line ($0.15 for RPF & $1.01 for TRF) apply; taxes/fees approx. 3-12% of bill. Qualifying business or government account and credit approval required. For use only with T-Mobile Gateway for in-home use at location provided at activation. If canceling service, return gateway or pay up to $370. **Video** streaming resolution depends on available speeds. For best performance, leave video streaming applications at their default resolution setting. Not compatible with some live TV streaming services. **Security and productivity filtering** blocks select content. See Sales Rep of T-Mobile.com/filtering for content filtering options and details. **Coverage** not available in some areas. **Network Management:** Service may be slowed, suspended, terminated, or restricted for misuse, abnormal use, interference with our network or ability to provide quality service to other users. See T-Mobile.com/OpenInternet for details. **See Terms and Conditions** at www.T-Mobile.com for additional information.

Teacher Plans

24 months consecutive service on qualifying plan required for device subsidy pricing; if any line receiving a device subsidy is cancelled, suspended, or changed to a lower-priced rate plan, you may be charged a subsidy repayment (1/24th of subsidy per month remaining in the subsidy term). Tax on pre-subsidy price of device due at sale. For individual educator use; not for classroom connectivity. Qualifying government account, credit approval, deposit, and $25 SIM starter kit or, in stores & on customer service calls, $20 upgrade support charge may be required. Monthly Regulatory Programs (RPF) & Telco Recovery Fee (TRF) totaling $3.18 per voice line ($0.60 for RPF & $2.58 for TRF) applies; taxes/fees approx. 6-28% of bill where applicable. Unlimited talk & text features for direct communications between 2 people; others (e.g., conference & chat lines, etc.) may cost extra. Unlimited high-speed data US only. In Canada/Mexico, up to 5GB high-speed data then unlimited at up to 128kbps. Not available for hotspots and some other data-first devices. **Video streams** at up to 1.5Mbps. Optimization may affect speed of video downloads; does not apply to video uploads. For best performance, leave any video streaming applications at their default automatic resolution setting. Optional educational filtering may prevent some video streaming or other content. **Not for extended international use; primary usage must occur on our network.** Device must register on our network before international use. Service may be terminated or restricted for excessive roaming. We are not responsible for our partners' networks. **Coverage** not available in some areas. **Network Management:** Service may be **slowed**, **suspended**, **terminated**, or **restricted** for misuse, abnormal use, interference with our network or ability to provide quality service to other users, or significant roaming. During congestion, customers on this plan using >50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization. See T-Mobile.com/OpenInternet for details. See Terms and Conditions at www.T-Mobile.com for additional information.

Emergency Broadband Benefit Mobile Internet

Monthly Regulatory Programs (RPF) & Telco Recovery Fee (TRF) totaling $1.16 per line ($0.15 for RPF & $1.01 for TRF) applies; taxes/fees approx. 3% of bill. Partial megabytes rounded up. Full speeds available up to monthly allotment, including tethering; then, slowed to up to 2G speeds through bill cycle. U.S. roaming and on-network data allotments differ: includes 200MB roaming. **Int'l Roaming:** Usage may be taxed in some countries. Standard speeds approx. 128 Kbps. **Not for extended international use; you must reside in the U.S. and primary usage must occur on our U.S. network.** Device must register on our U.S. network before international use. Service may be terminated or restricted for excessive roaming. **Video streams** typically at DVD quality (480p) with Binge On unless video provider opts-out. You may disable Binge On at any time, but will lose Binge On benefits. **Music Streaming:** Licensed music streaming from included services does not count towards high-speed data allotment on T-Mobile's network or in Canada/Mexico. Song downloads, video content, and non-music audio content excluded. For included services, see https://www.t-mobile.com/offers/free-music-streaming. **Coverage** not available in some areas; we are not responsible for our partners' networks. **Network Management**: Service may be **slowed**, **suspended**, **terminated**, or **restricted** for misuse, abnormal use, interference with our network or ability to provide quality service to other users, or significant roaming. During congestion, customers on this plan using >50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization. See T-Mobile.com/OpenInternet for details. See Terms and Conditions at www.T-Mobile.com for additional information.

Emergency Broadband Benefit Tablet

U.S. roaming and on-network data allotments differ: includes 200 MB roaming. Partial megabytes rounded up. **Int'l Roaming:** Usage may be taxed in some countries. Standard speeds up to 256 Kbps. **Not for extended international use; you must reside in the U.S. and primary usage must occur on our U.S. network.** Device must register on our U.S. network before international use. Service may be terminated or restricted for excessive roaming. Activation required to deliver video streams at speeds that provide **HD video** capability (max 1080p); some content providers may not stream their services in HD. May affect speed of video downloads; does not apply to video uploads. **Tethering**: 20GB high-speed data then unlimited on our network at max 3G speeds. For customers using >50GB/mo., majority of data usage must be on tablet. Tablet usage is prioritized over tethering usage, which may result in higher speeds for data used on tablet. **Coverage** not available in some areas; we are not responsible for our partners' networks. **Network Management**: Service may be **slowed**, **suspended**, **terminated**, or **restricted** for misuse, abnormal use, interference with our network or ability to provide quality service to other users, or significant roaming. During congestion, customers on this plan using >50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization. See T-Mobile.com/OpenInternet for details. See Terms and Conditions at www.T-Mobile.com for additional information.

First Responder Plans (excluding Connecting Heroes) are restricted to qualifying state government, local government and tribal government fire, police, and EMS agencies who verify eligibility. Minimum qualification is meeting one of the following NAICS Codes [(i) Police Protection 922120, (ii) Fire Protection 922160, (iii) Ambulance Services 621910]. Final eligibility determinations are in T-Mobile's discretion.

Connecting Heroes $0 Plan and AMP $15 plan are not eligible for any aggregate volume discount; price does not include applicable taxes, fees and surcharges. **For state & local fire, police, and EMS agencies' first responder lines; eligibility verified. Video streaming resolution varies by plan; 480p with Free & Select plans. **Coverage** not available in some areas and may be impacted by emergencies; check your response area. Line eligibility subject to reverification. Monthly Regulatory Programs (RPF) & Telco Recovery Fee (TRF) totaling $3.18 per voice line ($0.60 for RPF & $2.58 for TRF) applies for paid plans; taxes/fees approx. 0–19% of bill. **WPS** eligibility must be confirmed by USDHS. WPS functionality (including priority access and preemption) may not be available while roaming; may default to 4G signal in areas with standalone-only 5G. Completion of calls not guaranteed. Unlimited talk & text features for direct communications between 2 people; others (e.g., conference & chat lines, etc.) may cost extra. Unlimited high-speed data US only. In Canada/Mexico, unlimited data at up to 128kbps on all plans with up to 5GB high-speed data for Amp, Advanced, & Ultimate plans. **Video streams** at up to 1.5Mbps. Activation required to deliver video streams at speeds that provide HD video capability (max 1080p) with Amp & Advanced plans and UHD video capability (max 4096p) with Ultimate plan; some content providers may not stream their services in HD or UHD. Optimization may affect speed of video downloads; does not apply to video uploads. **Tethering:** After plan allotment of high-speed data then unlimited on our network at max 3G speeds. For the small fraction of customers using >50GB/mo., primary data usage must be on smartphone or tablet. Smartphone usage is prioritized over Mobile Hotspot (tethering) usage, which may result in higher speeds for data used on device. **Int'l Roaming:** Usage may be taxed in some countries. Calls from Simple Global countries, including over Wi-Fi, are $.20/min. (no charge for Wi-Fi calls to US, Mexico and Canada). Standard speeds approx. 128 Kbps with Free & Select plans; approx. 256 Kbps with Amp, Advanced & Ultimate plans. **Not for extended international use; you must reside in the U.S. and primary usage must occur on our network.** Device must register on our network before international use. Service may be terminated or restricted for excessive roaming. Coverage not available in some areas; we are not responsible for our partners' networks. **Network Management:** Program/Service may be **slowed, suspended, terminated, or restricted** for interference with our network or ability to provide quality service to other users or abusive/excessive use. See T-Mobile.com/OpenInternet for details. See **Terms and Conditions** at www.T-Mobile.com for additional information.

Connecting Heroes plans are restricted to qualifying state government, local government and tribal government fire, police, and EMS agencies who verify eligibility. Final eligibility determinations are in T-Mobile's discretion. Meeting one of the following NAICS Codes is required, but is not the sole basis for eligibility: Police Protection 922120 Fire Protection 922160, Ambulance Safety Services 621910. Additionally, qualifying in one of the following subcategories is required:
-Police, fire, or emergency medical services first responders
-Public safety or law enforcement command -Police, sheriff, fire, or emergency medical services
-Police or fire chiefs and their staff -Police or fire field command
-Police or fire dispatch -911 call centers

Total Line Eligibility and Line Limits for Connecting Heroes. Customer may be subject to a limit on lines using any, a combination of Connecting Heroes rate plans ("Line Limit"). Line Limits are based on number of personnel performing first responder functions as described herein ("Qualifying Headcount"). By way of example only, Qualifying Headcount will include, but will not be limited to, firefighters, EMTs, police officers, and dispatchers, but will not include, by way of example only, maintenance staff and office staff. In its sole discretion, T-Mobile will review the Customer's Line Limit based on Customer's Qualifying Headcount. T-Mobile may request documentation from Customer relating to its Qualifying Headcount. T-Mobile may also re-verify Customer's Qualifying Headcount on a regular basis during the Term of the Addendum. Changes in Customer's Qualifying Headcount may affect Customer's total Line Limit.

SMARSH: Qualifying credit, service, activation, and one license per line required. Subject to third party license and service terms; visit www.smarsh.com for details. Coverage not available in some areas. See Terms and Conditions (including arbitration provision) at www.T-Mobile.com.

Geotab: Customer's use of the MyGeotab Application is subject to acceptance of the Geotab End User Agreement Terms and Conditions presented to Customer upon first log-in to the MyGeotab Application ("Geotab Terms"). Customer may log-in to the MyGeotab Application at http://my.geotab.com.

General Rate Plan Terms and Conditions: On all T-Mobile plans, for the small fraction of customers using >50GB/mo., primary data usage must be on smartphone or tablet. Smartphone and tablet usage is prioritized over Mobile Hotspot Service (tethering) usage, which may result in higher speeds for data used on smartphones and tablets. Not all features available on all devices. Unlimited talk & text features for direct communications between 2 people. Not for extended international use; you must reside in the U.S. and primary usage must occur on our network. Device must register on our network before international use.

Tethering: Tethering at max 3G. Service may be terminated or restricted for excessive roaming.

Simple Global: Usage may be taxed in some countries. Calls from Simple Global countries over Wi-Fi are $.20/min. (no charge for Wi-Fi calls to US, Mexico and Canada). Standard speeds approx. 128Kbps without Plus; with Plus approx. 256 Kbps. See http://www.t-mobile.com/optional-services/roaming.html for included countries and destinations. The list is subject to change at T-Mobile's discretion.

Stateside Int'l Talk: Calls must originate on T-Mobile's U.S. network or in Canada/Mexico. Rates and included countries vary and may change. On-network and U.S. roaming data allotments differ; includes 200 MB domestic roaming. Partial megabytes rounded up. Select companion smartphone and separate qualifying service on each device required.

Simple Choice North America General Terms: Charges apply for calls to other countries. Call forwarding only to U.S. numbers. Partial minutes/megabytes rounded up. Full speeds available up to monthly allotment, including tethering (Unlimited on-smartphone 4G LTE data option includes 14 GB of tethering); then, slowed to up to 2G speeds through bill cycle. Certain uses, e.g., some speed test apps, may not count against high-speed data allotment or have speeds reduced after allotment reached. U.S. roaming and on-network data allotments differ; see your selected service for details.

Data Stash: Up to 20 GB of on-network data from past 12 months carries over to next billing cycle for as long as you maintain qualifying service. Coverage not available in some areas; we are not responsible for our partners' networks.

Network Management: Service may be slowed, suspended, terminated, or restricted for misuse, abnormal use, interference with our network or ability to provide quality service to other users, or significant roaming. See T-Mobile.com/OpenInternet for data management details.

MyDevices

Customers will be required to sign a myDevices Solutions Services Addendum to purchase myDevices solutions. Monthly recurring charge is net of all discounts. No other service discounts will apply. Monthly Recurring Charge(s) ("MRC") and setup charges do not include taxes, fees, or surcharges. MyDevices is not FedRAMP authorized.

Spireon FleetLocate

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Spinnen FleetLocate
Customers will be required to sign a Spinnen FleetLocate Solutions Services Addendum to purchase Spinnen services. Monthly recurring charge is net of all discounts. No other service discounts will apply. Monthly Recurring Charge(s) ("MRC") and setup charges do not include taxes, fees, or surcharges. Spinnen FleetLocate is not explicitly authorized.

Contact Center IoT Plans
Customers will be required to sign a T-Mobile IoT Services Addendum to purchase IOT pricing. Usage will be measured at the end of each billing cycle and the MRC (monthly recurring charge, or "MRC") and any overage will be billed at the applicable rate. Customer will be billed within the United States in U.S. dollars. The IAS allowance is pooled among all active lines of service on the same price plan. An IAS allowance accrues for a billing cycle only for lines of service that pay a MRC for that billing cycle. Data usage will be billed by kilobytes. Every session will be rounded UP to the next kilobytes. Other taxes and government mandated fees may apply. IoT Services is not FedRAMP authorized.

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MA176
Wireless Data, Voice, and Accessories
Attachment V
Category 3 Subcategory Definitions

Item	Application	Definition
A	Fleet Management	Allows the management of tasks associated with managing a fleet of vehicles through the use of telematics or remote sensing devices.
B	Mobile Device Management /Enterprise Mobility Management (MDM/EMM)	Mobile device management/enterprise mobility management (MDM/EMM) are solutions IT organizations use to manage and support end users' mobile devices, applications and data, and to enforce enterprise security policies.
D	Workforce Management	Workforce management solutions are systems that organizations use to manage personnel who are mobile or regularly operate outside of a fixed office or work location. Functions typically include supervisory monitoring, time and attendance tracking, enforcing pay/workforce rules, scheduling, planning , task management, capacity planning, budgeting, forecasting, and other related functions
E	Field Service Management	Systems that support the management of field service operations typically managing service orders, dispatching technicians, work planning, route optimization, time recording, maintenance data collection/analysis and other related functions.
F	Mobile Data Collection/Mobile Forms	A solution(s) that allow mobile users with cellular-equipped tablets or smartphones to collect data and possibly other information (e.g. pictures, videos, audio notes, locations, etc.), which is then sent over the cellular network to a cloud storage facility from which it can be accessed or downloaded by the customer.
L	Building & Facilities Automation	Similar to Energy Conservation/Management but focused on a wider range of systems including building access, security, and other functions to improve occupant comfort and security, ensure efficient operation of building systems, reduction in energy consumption and operating costs, and improve the life cycle of building utilities.

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MA176

Attachment W-2

Wireless Data, Voice and Accessories

Contractor Award Sheet

Contractor Name: T-Mobile USA, Inc.

Instructions: Please indicate below which categories of award apply to your proposal. Offerors may propose by state if desired in lieu of a National Award for Categories 3 and 4 (Regional). If Regional award is desired please indicate so on this attachment. Organizing your proposal so that each category of award is addressed separately would be preferable.

Category (subcategory)	Yes	No	Regional Award?
Category 3: Turnkey Wireless Solutions (Check this if any subcategories below)			
Category 3: Subcategory A: Fleet Management			
Category 3: Subcategory B: Mobile Device Management /Enterprise Mobility Management (MDM/EMM)	X		
Category 3: Subcategory C: Mobile Integration/Mobile Substitution Solutions		X	
Category 3: Subcategory D: Workforce Management	X		
Category 3: Subcategory E: Field Service Management	X		
Category 3: Subcategory F: Mobile Data Collection/Mobile Forms	X		
Category 3: Subcategory G: Traffic Management and Intelligent Transport Systems (ITS)		X	
Category 3: Subcategory H: Snow & Ice Removal and Route Management		X	
Category 3: Subcategory I: Public Safety Systems		X	
Category 3: Subcategory J: IoT Management		X	
Category 3: Subcategory K: Energy Conservation/ Management		X	
Category 3: Subcategory L: Building & Facilities Automation	X		
Category 3: Subcategory M: Enterprise Messaging		X	
Category 3: Subcategory N: Secure LAN Access		X	
Category 3: Subcategory O: Utility Operations, Monitoring and Support		X	
Category 3: Subcategory P: Health and Human Services		X	

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Category 3: Subcategory Q: Education			

STATE OF UTAH
CONTRACT AMENDMENT

AMENDMENT # 4 To **CONTRACT** # MA176-1

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between the State of Utah, **Division of Purchasing referred to as State Entity and, T-Mobile USA, Inc., referred to as Contractor.**

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

1. **Contract period:**

7/1/2019	(original starting date)
8/11/2024	(current ending date)
Unchanged	**new ending date**

2. **Agreed to changes:**

The Parties Agree as follows:

Replace Attachment G of Contract #MA176 with the updated Attachment G

4. **Effective Date of Amendment**: 9/20/20

All other conditions and terms in the original contract and previous amendments remain the same.

IN WITNESS WHEREOF, the parties sign and cause the amendment to be executed.

CONTRACTOR

DocuSigned by:
8F686CC9343743C...
10/16/2020
Contractor's signature Date

David Bezzant Vice President
Type or Print Name and Title

STATE

10/20/2020
Director, Division of Purchasing Date

Christopher Jennings	801-957-7151	N/A	ctjennings@utah.gov
Agency Contact Person	Telephone Number	Fax Number	Email

(Revision 04 October 2018)

Approved by: DocuSigned by: Kevin Creed
T-Mobile USA, Inc. Legal Dept. 9ACF95004D264C3...

Plan # of Feature #	Plan or Feature Description	Monthly Cost Before Discount	Discount Percentage	NASPO ValuePoint Monthly Cost *(net of discount)*	One time Cost Amount	Description of One Time Cost	Details of Plan																								Details of Add On Features						Plan or Feature Rules & Restrictions	Available to new Users Currently
							Voice							Data						Messaging					Equipment													
							anytime minutes included	nights / weekend minutes included	provider to provider minutes included	cost per minute overage - any time	cost per minute overage - night / weekend	cost per minute overage - provider to provider	Pooled	measurement for billing	qty included	throttles after how much monthly usage	Pooled	overage unit measurement?	overage cost per unit	data network??	Qty SMS included	Qty MMS included	Pooled	cost per SMS over	cost per MMS over	Subsidized Device	Equipment Requirements	description of unit	qty of units included	units of overage	cost per unit of overage	data network??	throttles after how much monthly usage		
10GBDZ	Add-on: 10GB Data for Simple Choice	$30.00	0%	$30.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Smartphones	GB data	Unlimited	N/A	N/A	High-speed	10GB	•Unlimited data. Speeds slow at 10GB allotment. •Smartphone Mobile Hotspot. Speeds slow at 10GB allotment. •Data Stash up to 20GB •Binge On optimized video •Domestic data roaming •Music Freedom •For Smartphone and BB10 devices only.	Yes
2GBXDATA	Add-On: 2GB data for Simple Choice Unlimited data with 2 GB high-speed Smartphone Mobile Hotspot. Speeds slow at GB allotment Domestic data roaming	$0.00	16%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	2GB	N/A	N/A	N/A	5G/4G LTE/3(	N/A	N/A	N/A	N/A	N/A	No	Smartphone	4G LTE Data	2GB	N/A	N/A	5G/4G LTE/3G/EDG	2GB	N/A	Yes
6GBDZ	Add-on: 6GB Data for Simple Choice	$15.00	0%	$15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Smartphones	GB data	Unlimited	N/A	N/A	High-speed	6GB	•Unlimited data. Speeds slow at 6GB allotment. •Smartphone Mobile Hotspot. Speeds slow at 6GB allotment. •Data Stash up to 20GB •Binge On optimized video •Domestic data roaming •Music Freedom •For Smartphone and BB10 devices only.	Yes
NODATA	Add-On: No Data Service No Data feature for Government Unlimited for Phones Subsidy version 1.0 and 2.0 plans or Government Unlimited plans	$0.00	16%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Smartphone	No Data Service	N/A	N/A	N/A	N/A	N/A	N/A	Yes
GOV1PLUS	Add-on: T-Mobile ONE Plus (Smartphone)	$15.00	0%	$15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Smartphones	Add-On to T-Mobile	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	•Unlimited 4G LTE device data •20GB 4G LTE mobile hotspot •Unlimited 3G mobile hotspot after 20GB (up to 600kbps) •Unlimited HD streaming passes (must be activated) •Simple Global—Unlimited 2G data at 2x speeds in 210+ destinations (up to 256kbps) •Mobile Without Borders—5GB 4G LTE device data in Mexico & Canada •Unlimited Gogo Inflight Wi-Fi (unlimited flights/sessions) •Name ID •Voicemail to Text •Unlimited domestic data roaming	Yes
G1PLUS0	Add-on: T-Mobile ONE Plus (Smartphone) ONE+ONE Plus	$0.00	0%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Smartphones	Add-On to T-Mobile	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	•Unlimited 4G LTE device data •20GB 4G LTE mobile hotspot •Unlimited 3G mobile hotspot after 20GB (up to 600kbps) •Unlimited HD streaming passes (must be activated) •Simple Global—Unlimited 2G data at 2x speeds in 210+ destinations (up to 256kbps) •Mobile Without Borders—5GB 4G LTE device data in Mexico & Canada •Unlimited Gogo Inflight Wi-Fi (unlimited flights/sessions) •Name ID •Voicemail to Text •Unlimited domestic data roaming	Yes
G1PLUSM1	Add-on: T-Mobile ONE Plus Government (Tablet)	$15.00	16%	$12.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Tablets	Add-on to T-Mobile	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	•Unlimited 4G LTE device data •20GB 4G LTE mobile hotspot •Unlimited 3G mobile hotspot after 20GB (up to 600kbps) •Unlimited HD streaming passes (must be activated) •Simple Global—Unlimited 2G data at 2x speeds in 210+ destinations (up to 256kbps) •Mobile Without Borders—5GB 4G LTE device data in Mexico & Canada •Unlimited domestic data roaming	Yes
GTM1DAT	Add-on: T-Mobile ONE Unlimited Data	$0.00	0%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Smartphones	Add-on to T-Mobile	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	•Unlimited 4G LTE device data •1GB Smartphone Mobile Hotspot •Unlimited Smartphone Mobile Hotspot @512kbps •Optimized video streaming at 480p •Gogo in-flight 1 hour (unlimited flights) •Unlimited domestic data roaming	Yes
GTM1PLMI	Add-on: T-Mobile ONE Tablet for Government	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Tablet	Add-on to T-Mobile	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	•Unlimited 4G LTE device data •11GB 4G LTE Smartphone Mobile Hotspot (3G speeds after that) •Unlimited HD video streaming (must be activated via T-Mobile app or My T-Mobile) •2X faster Simple Global data roaming (up to 256kbps) •Unlimited domestic data roaming •ONE Plus Voice also includes the following: •Gogo in-flight (unlimited flights/sessions) •Name ID •Voicemail to Text	Yes
GTM1PLS2	Add-on: T-Mobile ONE Plus Voice for Government	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Smartphones	Add-on to T-Mobile	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	•Unlimited 4G LTE device data •11GB 4G LTE Smartphone Mobile Hotspot (3G speeds after that) •Unlimited HD video streaming (must be activated via T-Mobile app or My T-Mobile) •2X faster Simple Global data roaming (up to 256kbps) •Unlimited domestic data roaming •ONE Plus Voice also includes the following: •Gogo in-flight (unlimited flights/sessions) •Name ID •Voicemail to Text	Yes
STV10GBMI	BIZ SC STKBL MI 10GB	$50.00	0%	$50.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	10GB	N/A	Yes	GB	$5.00	4G LTE/3G/EI	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •Simple Global •Mobile Without Borders •Stateside International Unlimited Texting •Smartphone Mobile Hotspot (up to full pool amount; regular per GB charge after) •Limited Domestic data roaming •Music Freedom (on any line participating in the data pool) •Business Customer Service •$5 per GB additional for data over their pool allotment •$10 hybrid BAN Discount	Yes
STV14GBMI	BIZ SC STKBL MI 14GB	$65.00	0%	$65.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	14GB	N/A	Yes	GB	$5.00	4G LTE/3G/EI	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •Simple Global •Mobile Without Borders •Stateside International Unlimited Texting •Smartphone Mobile Hotspot (up to full pool amount; regular per GB charge after) •Limited Domestic data roaming •Music Freedom (on any line participating in the data pool) •Business Customer Service •$5 per GB additional for data over their pool allotment •$10 hybrid BAN Discount	Yes
STV2GBMI	BIZ SC STKBL MI 2GB	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	2GB	N/A	Yes	GB	$5.00	4G LTE/3G/EI	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •Simple Global •Mobile Without Borders •Stateside International Unlimited Texting •Smartphone Mobile Hotspot (up to full pool amount; regular per GB charge after) •Limited Domestic data roaming •Music Freedom (on any line participating in the data pool) •Business Customer Service •$5 per GB additional for data over their pool allotment •$10 hybrid BAN Discount	Yes
STV30GBMI	BIZ SC STKBL MI 30GB	$135.00	0%	$135.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	30GB	N/A	Yes	GB	$5.00	4G LTE/3G/EI	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •Simple Global •Mobile Without Borders •Stateside International Unlimited Texting •Smartphone Mobile Hotspot (up to full pool amount; regular per GB charge after) •Limited Domestic data roaming •Music Freedom (on any line participating in the data pool) •Business Customer Service •$5 per GB additional for data over their pool allotment •$10 hybrid BAN Discount	Yes

STV6GBMI	BIZ SC STKBL MI 6GB	$35.00	0%	$35.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	6GB	N/A	Yes	GB	$5.00	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •Simple Global •Mobile Without Borders •Stateside International Unlimited Texting •Smartphone Mobile Hotspot (up to full pool amount; regular per GB charge after) •Limited Domestic data roaming •Music Freedom (on any line participating in the data pool) •Business Customer Service •$5 per GB additional for data over their pool allotment •$10 hybrid BAN Discount	Yes
CDHUNBBG	GOV Classic BISBES UNL DOP	$50.00	0%	$50.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	N/A	N/A	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	N/A	N/A	N/A	No	BlackBerry BIS/BES	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data (no speed reduction) •Unlimited SMS and MMS •2GB of Smartphone Mobile Hotspot (SMHS) •SMHS slows once the SMHS bucket limit has been reached •No domestic roaming for SMHS •Domestic roaming •Music Freedom •Simple Global •Stateside International Unlimited Text Messaging •Includes personal and corporate email, but excludes BB10 •Plans are voice barred	Yes
VUNLMBBG	Government Simple Choice Mobile Internet Unlimited	$35.00	16%	$29.40	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	N/A	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablets, Wi-Fi hotspots and data	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data (not subject to de-prioritization) •Unlimited domestic messaging •Smartphone Mobile Hotspot •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Music Freedom	Yes
TBD	IoT 10GB	$80.00	0%	$80.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	10GB	N/A	MB	$0.01		N/A	N/A	N/A	N/A	N/A	N/A	IoT	N/A	N/A	N/A	N/A	N/A	N/A	IoT 10GB	Yes
TBD	IoT 10MB	$1.00	0%	$1.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	10MB	N/A	MB	$0.01		N/A	N/A	N/A	N/A	N/A	N/A	IoT	N/A	N/A	N/A	N/A	N/A	N/A	IoT 10MB	Yes
TBD	IoT 1GB Failover	$7.00	0%	$7.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	1GB	N/A	MB	$0.007		N/A	N/A	N/A	N/A	N/A	N/A	IoT	N/A	N/A	N/A	N/A	N/A	N/A	IoT 1GB Failover	Yes
TBD	IoT 1GB Standard	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	1GB	N/A	MB	$0.01		N/A	N/A	N/A	N/A	N/A	N/A	IoT	N/A	N/A	N/A	N/A	N/A	N/A	IoT 1GB Standard	Yes
TBD	IoT 1MB	$0.60	0%	$0.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	1MB	N/A	MB	$0.025		N/A	N/A	N/A	N/A	N/A	N/A	IoT	N/A	N/A	N/A	N/A	N/A	N/A	IoT 1MB	Yes
TBD	IoT 3GB	$27.00	0%	$27.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	3GB	N/A	MB	$0.01		N/A	N/A	N/A	N/A	N/A	N/A	IoT	N/A	N/A	N/A	N/A	N/A	N/A	IoT 3GB	Yes
TBD	IoT 5GB	$45.00	0%	$45.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	5GB	N/A	MB	$0.01		N/A	N/A	N/A	N/A	N/A	N/A	IoT	N/A	N/A	N/A	N/A	N/A	N/A	IoT 5GB	Yes
ZM2M128KT	Machine to Machine 128kbps with Text	$5.00	0%	$5.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	Unlimited	No	N/A	N/A	128 kbps spe	500	N/A	No	N/A	N/A	No	M2M	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data •Voice barred •500 SMS (When the bucket is used, no more SMS can be sent.) •200mb domestic data roaming	Yes
ZM2M512KT	Machine to Machine 512kbps with Text	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	Unlimited	No	N/A	N/A	512 kbps spe	500	N/A	No	N/A	N/A	No	M2M	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data •Voice barred •500 SMS (When the bucket is used, no more SMS can be sent.) •200mb domestic data roaming	Yes
ZNAMI2GB	Simple Choice Mobile Internet Business 2GB	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	2GB	No	N/A	N/A	4G LTE	Unlimited	Unlimited	No	N/A	N/A	No	Tablets, Wi-Fi hotspots and data	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data (speeds slow at 2GB allotment) •Unlimited messaging •Smartphone Mobile Hotspot (speeds slow at 2GB allotment) •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Music Freedom	Yes
GSYNCFLTE	SyncUP FLEET Government	$15.00	16%	$12.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	Unlimited	No	N/A	N/A	512 kbps spe	Unlimited	N/A	No	N/A	N/A	No	SyncUP FLEETs	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited Data (512 kbps speed) •Unlimited SMS •Canada and Mexico roaming (all other Simple Global countries blocked) •Mobile Without Borders •Unlimited domestic roaming •Device is eligible for EIP •PHP available •Tethering is disabled •Voice barred •No HD video •No data passes	Yes
GTM1TAB	T-Mobile ONE Tablet for Government	$23.50	16%	$19.74	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	Unlimited	N/A	N/A	N/A	4G LTE	Unlimited	Unlimited	No	N/A	N/A	No	Tablets	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging and high-speed data •1GB of 4G LTE Smartphone Mobile Hotspot (reduced to 3G after the bucket is used) •Simple Global •Optimized video streaming at 480p •Stateside International Unlimited Texting •Mobile Without Borders •Domestic data roaming	Yes
GOVUTTP6	GOV SC UNL T&T 6 lines incl.	$120.00	16%	$100.80	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Text Messaging	Yes
SCVUTTGOV	GOV Simple Choice VAL UNLT&T	$50.00	16%	$42.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Text Messaging	Yes
SCVPUTTG6	GOV SmpCh Val UnlTT Pool 6+	$120.00	16%	$100.80	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Text Messaging •6+ lines	Yes
ZNATTU12	Simple Choice Voice (13 lines)	$195.00	16%	$163.80	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Business Customer Service	Yes
GTM1PS100	T-Mobile ONE for Government	$29.00	16%	$24.36	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	No	KBs	Unlimited	N/A	No	N/A	N/A	4G LTE	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes, messaging, and high-speed data •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders	Yes
G1PLSALL	T-Mobile ONE w/ ONE Plus Government 2+ lines	$176.00	16%	$147.84	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	No	Kbs	Unlimited	Unlimited	No	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes, messaging, and high-speed data •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Must add $0 ONE Plus to each line to receive all benefits	Yes
GOVW500MB	GOV Wearable 500MB Separate#	$10.00	16%	$8.40	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	500MB	No	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Any wearable devices sold by T-	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes & messaging •Unlimited data with 500MB high-speed. Speeds slow after 500MB •Smartphone Mobile Hotspot. Speeds slow at MB allotment •Simple Global •Stateside International Unlimited Texting •Music Freedom •Limited domestic data roaming	Yes
ZNA100GST	Simple Choice 100GB Pooled Data North America (first 10 lines)	$150.00	15%	$127.50	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	GB	100GB	N/A	Yes	GB	$4.25	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Music Freedom(on any line participating in the data pool) •Smartphone Mobile Hotspot(up to full pool amount; regular per GB charge after) •Mobile Without Borders •Business Customer Service •$4.25 per GB •10 line minimum	Yes
ZNA2GBST	Simple Choice 2GB Pooled Data North America (first 10 lines)	$150.00	15%	$127.50																								N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Music Freedom (on any line participating in the data pool) •Smartphone Mobile Hotspot (up to full pool amount; regular per GB charge after) •Mobile Without Borders •Business Customer Service •$5 per GB •10 line minimum	Yes

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ZNA30GBST	Simple Choice 30GB Pooled Data North America (first 10 lines)	$150.00	15%	$127.50	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	GB	30GB	N/A	Yes	GB	$4.50	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Music Freedom(on any line participating in the data pool) •Smartphone Mobile Hotspot(up to full pool amount; regular per GB charge after) •Mobile Without Borders •Business Customer Service •$4.50 per GB •10 line minimum	Yes
ZNAMI6GB	Simple Choice 6GB Mobile Internet w/ Data Stash & SMHS	$25.00	0%	$25.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	6GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data (speeds slow at 6GB allotment) •Unlimited messaging •Smartphone Mobile Hotspot (speeds slow at 6GB allotment) •Data Stash up to 20GB •Binge On optimized video (free streaming for 6GB & higher plans only) •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Music Freedom	Yes
ZADDUT15	Simple Choice Unlimited Talk, Text & Data - AAL	$15.00	16%	$12.60	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	Add a line to ZNATTU12	Yes
ZNATTU10	Simple Choice Voice (10 line)	$150.00	16%	$126.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Business Customer Service	Yes
ZNATTU2	Simple Choice Voice (2 lines)	$80.00	16%	$67.20	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Business Customer Service	Yes
ZADDUT10	Simple Choice Voice (3-12 lines) - AAL	$10.00	16%	$8.40	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	Add a line to ZNATTU2	Yes
G1PLSADD	T-Mobile ONE w/ One Plus Government - AAL	$29.00	16%	$24.36	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	Add a line to G1PLSALL	Yes
GSYNCFLET	SyncUP FLEET Government TI	$15.00	16%	$12.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	2GB	N/A	N/A	N/A	512 kbps spe	N/A	N/A	N/A	N/A	N/A	No	SyncUP FLEETs	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited Data (512 kbps speed) •Unlimited SMS •Canada and Mexico roaming (all other Simple Global countries blocked) •Mobile Without Borders •Unlimited domestic roaming •Tethering is disabled •Voice barred •No HD video •No data passes	Yes
BZPMRV0	B2B $0 Per Min Rate Plan	$0.00	0%	$0.00	N/A	N/A	$0.05	$0.05	$0.05	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$0.20	$0.20	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•$0.05 per minute •$0.20 per message	No
B2BPMRV5	B2B Per Min Rate Plan	$5.00	0%	$5.00	N/A	N/A	$0.05	$0.05	$0.05	N/A	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$0.20	$0.20	No	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•$0.05 per minute •$0.20 per message	No
PMR500	Talk Per Minute Rating 500	$4.99	0%	$4.99	N/A	N/A	$0.05	$0.05	$0.05	N/A	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$0.20	$0.20	No	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	Minimum 500 lines	No
PMR500CH0	Voice Per Minute Rating	$0.00	0%	$0.00	N/A	N/A	$0.05	$0.05	$0.05	N/A	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$0.20	$0.20	No	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	Minimum 500 lines	No
WSCAPMR	Voice Per Minute Rating	$0.00	0%	$0.00	N/A	N/A	$0.08	$0.08	$0.08	N/A	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$0.20	$0.20	No	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A		No
B2B100AP	B2B Single Line Voice 100 min	$14.99	0%	$14.99	N/A	N/A	100	Unlimited	Unlimited	$0.10	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	400	N/A	No	$0.20	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	•Allotted Whenever minutes •400 Text Messages •Unlimited Nights & Weekends •Unlimited Mobile to Mobile •Unlimited Call Forwarding •24 month service agreement required for new activations.	No
SCV100STB	BIZ SmpChVAL 100minUnlTxt+D	$5.00	0%	$5.00	N/A	N/A	100	Unlimited	Unlimited	$0.25	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•100 minutes (voice overage charge of $0.25 per minute) •Unlimited Nights and Weekends •Unlimited T-Mobile to T-Mobile •Unlimited messaging •International roaming included. •Unlimited international text included.	No
B2B300AP	B2B Single Line Voice 300 min	$21.99	0%	$21.99	N/A	N/A	300	Unlimited	Unlimited	$0.10	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	400	N/A	No	$0.20	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Allotted Whenever minutes •400 Text Messages •Unlimited Nights & Weekends •Unlimited Mobile to Mobile •Unlimited Call Forwarding •Overage: Talk: $0.10/minute (including voicemail access) Text: $0.20/msg Web: Based on data feature	No
CLS300STB	BIZClassic300minUnlText+D	$30.00	0%	$30.00	N/A	N/A	300	Unlimited	Unlimited	$0.25	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•300 minutes (voice overage charge of $0.25 per minute) •Unlimited Nights and Weekends •Unlimited T-Mobile to T-Mobile •Unlimited messaging •International roaming included •Unlimited international text included	No
SCV300STB	Stackable 300 Minutes and Unlimited Text	$10.00	0%	$10.00	N/A	N/A	300	Unlimited	Unlimited	$0.25	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Phones, Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	Voice and messages only. Data not included.	No
PC500T	Even More 500	$39.99	0%	$39.99	N/A	N/A	500	Unlimited	Unlimited	N/A	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	• 500 nationwide minutes • Unlimited nights and weekends • Unlimited T-Mobile to T-Mobile • 24 month service agreement for new activations	No
B2B600AP	B2B Single Line Voice 600 min	$26.99	0%	$26.99	N/A	N/A	600	Unlimited	Unlimited	$0.10	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	400	N/A	No	$0.20	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Allotted Whenever minutes •400 Text Messages •Unlimited Nights & Weekends •Unlimited Mobile to Mobile •Unlimited Call Forwarding •Overage: Talk: $0.10/minute (including voicemail access) Text: $0.20/msg Web: Based on data feature	No
CLS600STB	BIZClassic600minUnlText+D	$35.00	0%	$35.00	N/A	N/A	600	Unlimited	Unlimited	$0.25	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•600 minutes (voice overage charge of $0.25 per minute) •Unlimited Nights and Weekends •Unlimited T-Mobile to T-Mobile •Unlimited messaging •International roaming included •Unlimited international text included	No
SCV600STB	Stackable 600 Minutes and Unlimited Text	$15.00	0%	$15.00	N/A	N/A	600	Unlimited	Unlimited	$0.25	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Phones, Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	Voice and messages only. Data not included.	No
NW10002YN	1000 Minutes N / W	$39.99	0%	$39.99	N/A	N/A	1000	Unlimited	Unlimited	N/A	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	• 1000 Whenever Minutes • Unlimited Weekends • Unlimited Nights • 24 month contract agreement required.	No
FT1000N	Family Time 1000	$49.99	0%	$49.99	N/A	N/A	1000	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	• 1000 Whenever Minutes Shared • Unlimited Whenever Mobile-to-Mobile	No
FTNT1000H	FamTime Unl Nts 1000	$69.99	0%	$69.99	N/A	N/A	1000	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	• 1000 Whenever Minutes Shared • Unlimited Weekends Shared Unlimited Nights Shared • Unlimited Whenever T-Mobile-to-T-Mobile Shared • With Overage Alerts	No
FTNT1000N	FamTime Unl Nts 1000	$69.99	0%	$69.99	N/A	N/A	1000	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	• 1000 Whenever Minutes Shared • Unlimited Weekends Shared Unlimited Nights Shared • Unlimited Whenever T-Mobile-to-T-Mobile Shared • Without overage alerts	No
FTNT700N	FamTime Unl Nts 700	$59.99	0%	$59.99	N/A	N/A	1000	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	• 700 Whenever Minutes Shared • Unlimited Weekends Shared • Unlimited Nights Shared • Unlimited Whenever T-Mobile-to-T-Mobile Shared • Without overage alerts	No
ENTV5	Business Enterprise Pooling 5,000	line after 5)	0%		N/A	N/A	5,000	Unlimited	Unlimited	$0.25	N/A	N/A	Yes	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$0.20	$0.20	No	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Minimum 2 lines required •1 year service agreement required for new activations.	No
ENTV10	Business Enterprise Pooling 10,000	line after 5)	0%		N/A	N/A	10,000	Unlimited	Unlimited	$0.25	N/A	N/A	Yes	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$0.20	$0.20	No	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Minimum 2 lines required •1 year service agreement required for new activations.	No
ENTV20	Business Enterprise Pooling 20,000	line after 5)	0%		N/A	N/A	20,000	Unlimited	Unlimited	$0.25	N/A	N/A	Yes	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$0.20	$0.20	No	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Minimum 2 lines required •1 year service agreement required for new activations.	No
ENTV25	Business Enterprise Pooling 25,000	line after 5)	0%		N/A	N/A	25,000	Unlimited	Unlimited	$0.25	N/A	N/A	Yes	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$0.20	$0.20	No	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Minimum 2 lines required •1 year service agreement required for new activations.	No
ENTV50	Business Enterprise Pooling 50,000	line after 5)	0%		N/A	N/A	50,000	Unlimited	Unlimited	$0.20	N/A	N/A	Yes	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$0.20	$0.20	No	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Minimum 2 lines required •1 year service agreement required for new activations.	No

ZDIGITSAW	DIGITS Apple Watch @Work	$15.00	0%	$15.00	N/A	N/A	Based on pri	Based on pri	Based on pri	Based on pri	Based on pri	Based on pri	Based on pri	KBs	Unlimited	N/A	N/A	N/A	N/A	N/A	Based on pri	Based on pri	Based on pri	Based on pri	Based on pri	No	Apple Watch	N/A	N/A	N/A	N/A	N/A	N/A	•Another new line with the same MSISDN as your existing line for calls and messages. •Minutes and messaging based on primary line's plan. •Unlimited 4G LTE data for the Apple Watch. •Designed exclusively for Apple Watch series 3 & 4. •Tax Inclusive	No
ZDIGITAWE	DIGITS Apple Watch @Work TE	$15.00	0%	$15.00	N/A	N/A	Based on pri	Based on pri	Based on pri	Based on pri	Based on pri	Based on pri	Based on pri	KBs	Unlimited	N/A	N/A	N/A	N/A	N/A	Based on pri	Based on pri	Based on pri	Based on pri	Based on pri	No	Apple Watch	N/A	N/A	N/A	N/A	N/A	N/A	•Another new line with the same MSISDN as your existing line for calls and messages. •Minutes and messaging based on primary line's plan. •Unlimited 4G LTE data for the Apple Watch. •Designed exclusively for Apple Watch series 3 & 4. •Tax Exclusive	No
Z1GBMISTX	1GB SC Pooled Stand Alone MI	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	1GB	1GB	Yes	GB	$5.00	4G LTE/3G/E	N/A	N/A	N/A	N/A	N/A	No	Tablets	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Music Freedom (on any line participating in the data pool) •Smartphone Mobile Hotspot (up to full pool amount; regular per GB charge after) •Limited Domestic data roaming included •Business Customer Service •$5 per additional GB for data over their pool allotment	No
B2BMIMD5	5GB MatchPhoneData Up to 5GB	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	5GB	No	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data. Speeds slow at GB allotment •Unlimited messaging •Smartphone Mobile Hotspot. Speeds slow at GB allotment •Binge On optimized video •Music Freedom Streaming •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Limited domestic data roaming	No
B2B2GOV	B2B 2GB MI w/Overage	$34.99	0%	$34.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	2GB	N/A	No	MB	$0.03	3G/EDGE/HS	2GB	N/A	No	N/A	N/A	Yes	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•24 month contract required for new activations. •$200 early termination fee	No
B2BOF10GA	B2B MI 10GB Overage Free	$67.99	0%	$67.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	10GB	No	No	N/A	3G/EDGE/HS	10GB	N/A	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•24 month contract required for new activations. •$200 early termination fee	No
B2BOF2GA	B2B MI 2GB Overage Free	$27.99	0%	$27.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	2GB	No	No	N/A	3G/EDGE/HS	2GB	N/A	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•24 month contract required for new activations. •$200 early termination fee	No
B2B2GOVA	B2B MI 2GB w/Overage	$24.99	0%	$24.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	2GB	N/A	No	MB	$0.03	3G/EDGE/HS	2GB	N/A	No	N/A	N/A	Yes	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•24 month contract required for new activations. •$200 early termination fee	No
B2BOF500A	B2B MI 500MB Overage Free	$24.99	0%	$24.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	500MB	No	No	N/A	3G/EDGE/HS	500MB	N/A	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•24 month contract required for new activations. •$200 early termination fee	No
B2BOF5GA	B2B MI 5GB Overage Free	$42.99	0%	$42.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	5GB	No	No	N/A	3G/EDGE/HS	5GB	N/A	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•24 month contract required for new activations. •$200 early termination fee	No
B2BXOF2G	B2B Val 2GB MI Overage Free	$32.99	0%	$32.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	2GB	N/A	No	MB	N/A	3G/EDGE/HS	2GB	N/A	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•24 month contract required for new activations. •$200 early termination fee	No
B2BX5GOV	B2B Val 5GB MI w/Overage	$39.99	0%	$39.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	5GB	N/A	No	MB	$0.02	3G/EDGE/HS	5GB	N/A	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•24 month contract required for new activations. •$200 early termination fee	No
B2BX500OA	B2B Val MI 500MB w/Overage	$14.99	0%	$14.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	500MB	N/A	No	MB	$0.10	3G/EDGE/HS	500MB	N/A	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•24 month contract required for new activations. •$200 early termination fee	No
CLSMBB10B	BIZ CLS MI 11GB	$80.00	16%	$67.20	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	11GB	No	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	Yes	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •Unlimited data with speed reduction once allotment is reached. •International roaming at no additional charge. Refer to Simple Global for details. •Unlimited international text messaging at no additional charge. See Stateside International: Postpaid for complete details. •$200 Early termination fee •New activations may need a 24-month service agreement.	No
500MBBCZ	BIZ CLS MI 1GB	$30.00	16%	$25.20	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	1GB	No	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	Yes	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •Unlimited data with speed reduction once allotment is reached. •International roaming at no additional charge. Refer to Simple Global for details. •Unlimited international text messaging at no additional charge. See Stateside International: Postpaid for complete details. •$200 Early termination fee •New activations may need a 24-month service agreement.	No
CLSMBB2HB	BIZ CLS MI 3GB	$40.00	16%	$33.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	3GB	No	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	Yes	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •Unlimited data with speed reduction once allotment is reached. •International roaming at no additional charge. Refer to Simple Global for details. •Unlimited international text messaging at no additional charge. See Stateside International: Postpaid for complete details. •$200 Early termination fee •New activations may need a 24-month service agreement.	No
CLSMBB4HB	BIZ CLS MI 5GB	$50.00	16%	$42.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	5GB	No	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	Yes	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •Unlimited data with speed reduction once allotment is reached. •International roaming at no additional charge. Refer to Simple Global for details. •Unlimited international text messaging at no additional charge. See Stateside International: Postpaid for complete details. •$200 Early termination fee •New activations may need a 24-month service agreement.	No
CLSMBB6HB	BIZ CLS MI 7GB	$60.00	16%	$50.40	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	7GB	No	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	Yes	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •Unlimited data with speed reduction once allotment is reached. •International roaming at no additional charge. Refer to Simple Global for details. •Unlimited international text messaging at no additional charge. See Stateside International: Postpaid for complete details. •$200 Early termination fee •New activations may need a 24-month service agreement.	No
CLSMBB8HB	BIZ CLS MI 9GB	$70.00	16%	$58.80	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	9GB	No	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	Yes	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •Unlimited data with speed reduction once allotment is reached. •International roaming at no additional charge. Refer to Simple Global for details. •Unlimited international text messaging at no additional charge. See Stateside International: Postpaid for complete details. •$200 Early termination fee •New activations may need a 24-month service agreement.	No
STC500MBB	BIZ CLS STKBL MI 1GB	$30.00	16%	$25.20	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	1GB	N/A	No	MB	$0.03	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Limited Bucket Data with NO data speed reduction •Unlimited domestic SMS / MMS •International roaming at no additional charge •Unlimited international text messaging at no additional charge •Smartphone Mobile Hotspot •SMHS is allowed and it consumes the plan's data allotment. •No domestic roaming for SMHS. •Overage $.03 per MB used over allotment •24 month data service requirement •$200 Early termination fee	No
STC2GBMBB	BIZ CLS STKBL MI 3GB	$40.00	16%	$33.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	3GB	N/A	No	MB	$0.03	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Limited Bucket Data with NO data speed reduction •Unlimited domestic SMS / MMS •International roaming at no additional charge •Unlimited international text messaging at no additional charge •Smartphone Mobile Hotspot •SMHS is allowed and it consumes the plan's data allotment. •No domestic roaming for SMHS. •Overage $.03 per MB used over allotment •24 month data service requirement •$200 Early termination fee	No
STC4GBMBB	BIZ CLS STKBL MI 5GB	$50.00		$50.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	5GB	N/A	No	MB	$0.03	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Limited Bucket Data with NO data speed reduction •Unlimited domestic SMS / MMS •International roaming at no additional charge •Unlimited international text messaging at no additional charge •Smartphone Mobile Hotspot •SMHS is allowed and it consumes the plan's data allotment. •No domestic roaming for SMHS. •Overage $.03 per MB used over allotment •24 month data service requirement •$200 Early termination fee	No

FRZNAMI2	BIZ Mobile Internet 2GB	$20.00		$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	2GB	No	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data (Speeds slow at 2GB allotment) •Unlimited messaging •Smartphone Mobile Hotspot (Speeds slow at GB allotment) •Optimized video streaming •Gogo in-flight 1 hour (unlimited flights) •Stateside International Unlimited Texting •Simple Global •Mobile Without Borders •Domestic data roaming •All recurring taxes and fees included in the MRC	No
SCVD500SB	BIZ SC DOP 1GB	$20.00	16%	$16.80	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	1GB	No	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data with speed reduction when bucket is reached - No overage or data cap •Unlimited SMS and MMS •Smartphone Mobile Hotspot included up to bucket allowance •SMHS stops/capped once you reach SMHS bucket limit •No Domestic Roaming for SMHS •Domestic Roaming Included •International roaming at no additional charge. •Unlimited international text messaging at no additional charge. •Music Freedom with select streaming partners	No
10HMBBVNZ	BIZ SC MI 11GB	$70.00	16%	$58.80	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	11GB	No	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Tablets, Wi-Fi hotspots and data	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data. Speeds slow at specified limit •Unlimited domestic messaging •Plans are voice barred •Eligible for Data Stash •Smartphone Mobile Hotspot included •Domestic data roaming included •Simple Global •Unlimited international text included. •Unlimited music streaming (Music Freedom) included with select streaming partners	No
500MBBVNZ	BIZ SC MI 1GB	$20.00	16%	$16.80	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	1GB	No	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data. Speeds slow at specified limit •Unlimited domestic messaging •Plans are voice barred •Eligible for Data Stash •Smartphone Mobile Hotspot included •Domestic data roaming included •Simple Global •Unlimited international text included. •Unlimited music streaming (Music Freedom) included with select streaming partners	No
ZMI1GBXD2	BIZ SC MI 1GB NO AVD	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	1GB	No	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data. Speeds slow at 1GB limit. •Unlimited domestic messaging •Data Stash •Smartphone Mobile Hotspot •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Music Freedom	No
2HMBBVNZ	BIZ SC MI 3GB	$30.00	16%	$25.20	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	3GB	No	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data. Speeds slow at specified limit •Unlimited domestic messaging •Plans are voice barred •Eligible for Data Stash •Smartphone Mobile Hotspot included •Domestic data roaming included •Simple Global •Unlimited international text included. •Unlimited music streaming (Music Freedom) included with select streaming partners	No
ZMI3GBXD2	BIZ SC MI 3GB NO AVD	$30.00	0%	$30.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	3GB	No	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data. Speeds slow at specified limit •Unlimited domestic messaging •Plans are voice barred •Eligible for Data Stash •Smartphone Mobile Hotspot included •Domestic data roaming included •Simple Global •Unlimited international text included. •Unlimited music streaming (Music Freedom) included with select streaming partners	No
4HMBBVNZ	BIZ SC MI 5GB	$40.00	16%	$33.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	5GB	No	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data. Speeds slow at specified limit •Unlimited domestic messaging •Plans are voice barred •Eligible for Data Stash •Smartphone Mobile Hotspot included •Domestic data roaming included •Simple Global •Unlimited international text included. •Unlimited music streaming (Music Freedom) included with select streaming partners	No
ZMI5GBXD2	BIZ SC MI 5GB NO AVD	$40.00	0%	$40.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	5GB	No	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data. Speeds slow at specified limit •Unlimited domestic messaging •Plans are voice barred •Eligible for Data Stash •Smartphone Mobile Hotspot included •Domestic data roaming included •Simple Global •Unlimited international text included. •Unlimited music streaming (Music Freedom) included with select streaming partners	No
ZNADOP2	BIZ SC N.America DOP 2GB	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	2GB	No	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones and with BlackBer	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data (speeds slow at specified limit) •Unlimited messaging •Smartphone Mobile Hotspot •Data Stash up to 20GB (6GB & higher plans only) •Binge On optimized video (free streaming for 6GB & higher plans only) •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Music Freedom •Mobile Without Borders	No
ZNA10MI	BIZ SC NA MI 10GB	$50.00	0%	$50.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	10GB	N/A	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Tablets, Wi-Fi hotspots and data	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data (speeds slow at allotment) •Unlimited messaging •Smartphone Mobile Hotspot (speeds slow at allotment) •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Music Freedom	No
ZNA14MI	BIZ SC NA MI 14GB	$65.00	0%	$65.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	14GB	N/A	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Tablets, Wi-Fi hotspots and data	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data (speeds slow at allotment) •Unlimited messaging •Smartphone Mobile Hotspot (speeds slow at allotment) •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Music Freedom	No
ZNA18MI	BIZ SC NA MI 18GB	$80.00	0%	$80.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	18GB	N/A	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Tablets, Wi-Fi hotspots and data	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data (speeds slow at allotment) •Unlimited messaging •Smartphone Mobile Hotspot (speeds slow at allotment) •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Music Freedom	No
ZNA22MI	BIZ SC NA MI 22GB	$95.00	0%	$95.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	22GB	N/A	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Tablets, Wi-Fi hotspots and data	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data (speeds slow at allotment) •Unlimited messaging •Smartphone Mobile Hotspot (speeds slow at allotment) •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Music Freedom	No

ZNAMI2	BIZ SC NA MI 2GB	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	2GB	N/A	N/A	N/A	4G LTE/3G/EI	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablets, Wi-Fi hotspots and data	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data (Speeds slow at 2GB allotment) •Unlimited messaging •Smartphone Mobile Hotspot (Speeds slow at 2GB allotment) •Data Stash up to 20GB •Domestic data roaming •Simple Global •Mobile Without Borders •Stateside International Unlimited Texting •Music Freedom •Binge On	No
ZNA2MI	BIZ SC NA MI 2GB	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	2GB	N/A	N/A	N/A	4G LTE/3G/EI	Unlimited	Unlimited	No	N/A	N/A	No	Tablets, Wi-Fi hotspots and data	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data (speeds slow at allotment) •Unlimited messaging •Smartphone Mobile Hotspot (speeds slow at allotment) •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Music Freedom	No
ZNA6MI	BIZ SC NA MI 6GB	$35.00	0%	$35.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	6GB	N/A	N/A	N/A	N/A	4G LTE/3G/EI	Unlimited	Unlimited	No	N/A	N/A	No	Tablets, Wi-Fi hotspots and data	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data (speeds slow at allotment) •Unlimited messaging •Smartphone Mobile Hotspot (speeds slow at allotment) •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Music Freedom	No
ZNA1MI	BIZ SC North America MI 1GB	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	2GB	N/A	N/A	N/A	4G LTE/3G/EI	Unlimited	Unlimited	No	N/A	N/A	No	Tablets, Wi-Fi hotspots and data	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data. Speeds slow at specified limit. •Unlimited domestic messaging •Data Stash •Smartphone Mobile Hotspot •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Music Freedom •Mobile Without Borders	No
ZNA3MI	BIZ SC North America MI 3GB	$30.00	0%	$30.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	2GB	N/A	N/A	N/A	4G LTE/3G/EI	Unlimited	Unlimited	No	N/A	N/A	No	Tablets, Wi-Fi hotspots and data	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data. Speeds slow at specified limit. •Unlimited domestic messaging •Data Stash •Smartphone Mobile Hotspot •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Music Freedom •Mobile Without Borders	No
STV500MBB	BIZ SC STKBL MI 1GB	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	1GB	N/A	Yes	MB	$0.03	4G LTE/3G/EI	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Limited data buckets with NO data speed reduction (overage of $.03 per MB used over allotment) •Unlimited domestic messaging •Domestic data roaming included •Smartphone Mobile Hotspot (SMHS) included (No Domestic Roaming for SMHS) •International roaming included •Unlimited international text included	No
STV2GBMBB	BIZ SC STKBL MI 3GB	$30.00	0%	$30.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	3GB	N/A	Yes	MB	$0.03	4G LTE/3G/EI	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Limited data buckets with NO data speed reduction (overage of $.03 per MB used over allotment) •Unlimited domestic messaging •Domestic data roaming included •Smartphone Mobile Hotspot (SMHS) included (No Domestic Roaming for SMHS) •International roaming included •Unlimited international text included	No
STV4GBMBB	BIZ SC STKBL MI 5GB	$40.00	0%	$40.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	5GB	N/A	Yes	MB	$0.03	4G LTE/3G/EI	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Limited data buckets with NO data speed reduction (overage of $.03 per MB used over allotment) •Unlimited domestic messaging •Domestic data roaming included •Smartphone Mobile Hotspot (SMHS) included (No Domestic Roaming for SMHS) •International roaming included •Unlimited international text included	No
ZMI9GBXD	BIZ SCMI 9GB NoAVD	$60.00	0%	$60.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	9GB	No	N/A	N/A	4G LTE	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data. Speeds slow at 9GB limit. •Unlimited domestic messaging •Data Stash •Smartphone Mobile Hotspot •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Music Freedom	No
B2BOF2G	Classic Mobile Internet Overage Free 2GB	$37.99		$37.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	2GB	2GB	No	N/A	N/A	3G/EDGE/HS	2GB	2GB	N/A	$0.20	$0.20	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	2 year contract required for new activations. Mobile Internet Plans are voice barred.	No
B2BOF5G	Classic Mobile Internet Overage Free 5GB	$47.99		$47.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	5GB	5GB	No	N/A	N/A	3G/EDGE/HS	5GB	5GB	N/A	$0.20	$0.20	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	2 year contract required for new activations. Mobile Internet Plans are voice barred.	No
ENTWCOF	Discounted Classic Mobile Internet No Overage 5GB	$39.99		$39.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	5GB	5GB	No	N/A	N/A	High-speed	N/A	N/A	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	2 year contract required for new activations. Mobile Internet Plans are voice barred.	No
PCWCOF2D	EM 200MB MBB OF DISC	$23.99	0%	$23.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	Unlimited	No	N/A	N/A	3G/EDGE/HS	200MB	200MB	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A		No
PCWCOF20D	EM 2GB MBB OF DISC	$31.99	0%	$31.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	2GB	No	N/A	N/A	3G/EDGE/HS	2GB	2GB	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	• T-Mobile 3G/EDGE/ HSPA+ data with no overage charges • Speeds slow at 2GB • Unlimited Hotspot Wi-Fi access (does not count against monthly data cap) • Instant Messages billed as data and comes out of 2GB monthly data bucket (Instant Messaging will not require any kind of messaging bucket) • With the mobile router this plans allows up to five concurrent users. • Not Voice Barred	No
BZWCOF2G	EM 2GB MI OvrgFree DSC	$20.00	0%	$20.00	$35.00	Activation Fee per line	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	2GB	No	N/A	N/A	2G & 3G	$0.20	$0.20	No	N/A	N/A	Yes	Mobile Broadband	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited 2G & 3G data with no overage charges. Speed reduction occurs at 2GB. •Instant Messages billed as data and comes out of 2GB monthly data bucket. •Domestic data on T-Mobile network only. Not available in Puerto Rico. •All domestic cellular data roaming is blocked. This includes all T-Mobile 2G and 3G roaming partner's networks in the United States. •SMS available as pay-per-use •2 year contract required •Voice barred	No
EPCSMRTVB	ENT EM Smartphone VB	$39.99	0%	$39.99	$35.00	Activation Fee per line	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	KBs	5GB	No	N/A	N/A	3G/EDGE/HS	$0.20	$0.20	No	N/A	N/A	Yes	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	•Voice barred •Unlimited data. Speeds slow at 5GB •Standard personal My E-mail access (POP3 and IMAP) •24 month contract required for new activations	No
CUNLMBBG	GOV Classic Unlimited MI	$45.00	16%	$37.80	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	N/A	N/A	N/A	N/A	4G LTE/3G/EI	Unlimited	Unlimited	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •International roaming at no additional charge •Unlimited international text messaging at no additional charge •$200 Early termination fee •Plans are voice barred	No
GSTV500MI	GOV SC STKBL MI 1GB	$20.00	16%	$16.80	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	1GB	Unlimited	No	MB	$0.03	4G LTE/3G/EI	Unlimited	Unlimited	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•1GB data bucket with no data speed reduction (overage of $.03 per MB used over allotment) •Unlimited domestic messaging •Domestic data roaming •Smartphone Mobile Hotspot (SMHS) (no domestic roaming for SMHS) •Simple Global •Stateside International Unlimited Text Messaging •Plans are voice barred	No
SVDHUNBIG	GOV SmpCh Val BB UNL DOP	$35.00	0%	$35.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	Unlimited	N/A	N/A	N/A	4G LTE/3G/EI	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •Limited domestic data roaming •Simple Global •Stateside International Unlimited Text Messaging •Music Freedom •Unlimited high-speed data with no speed reduction •2GB SMHS included •SMHS slows once you reach the SMHS bucket limit (high-speed device data continues) •No domestic roaming for SMHS	No

G18HMIVN	Government Simple Choice Mobile Internet 19GB	$110.00	16%	$92.40	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	19GB	19GB	No	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablets, Wi-Fi hotspots and data	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Internet Plans are voice barred. For tablets, Wi-Fi hotspots and data sticks only.	No
G500MIVNZ	Government Simple Choice Mobile Internet 1GB	$10.00	16%	$8.40	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	1GB	1GB	No	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablets, Wi-Fi hotspots and data	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Internet Plans are voice barred. For tablets, Wi-Fi hotspots and data sticks only.	No
G2HMIVNZ	Government Simple Choice Mobile Internet 3GB	$20.00	16%	$16.80	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	3GB	3GB	No	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablets, Wi-Fi hotspots and data	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Internet Plans are voice barred. For tablets, Wi-Fi hotspots and data sticks only.	No
G4HMIVNZ	Government Simple Choice Mobile Internet 5GB	$30.00	16%	$25.20	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	5GB	5GB	No	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablets, Wi-Fi hotspots and data	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Internet Plans are voice barred. For tablets, Wi-Fi hotspots and data sticks only.	No
G8HMIVNZ	Government Simple Choice Mobile Internet 9GB	$50.00	16%	$42.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	9GB	9GB	No	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablets, Wi-Fi hotspots and data	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Internet Plans are voice barred. For tablets, Wi-Fi hotspots and data sticks only.	No
WSCA5GMBB	NASPO 5GB Mobile Internet	$38.50	16%	$32.34	$35.00	Activation Fee per line	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	5GB	No	N/A	N/A	High-speed	0.2	0.2	No	N/A	N/A	Yes	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	2 year contract required for new activations. Mobile Internet Plans are voice barred.	No
GOVPMRV5	GOV Per Min Rate Plan	No longer av	No longer av	No longer av	No longer av	No longer available	No longer av	No longer av	No longer av	No longer av	No longer av	No longer av	No longer av	No longer availa	No longer av	No longer av	No longer av	No longer availa	No longer av	No longer ava	No longer av	No longer av	No longer av	No longer av	No longer av	No longer av	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No
SCV100STG	GOV SmpCh VAL 100minUnlTxt+D	No longer av	No longer av	No longer av	No longer av	No longer available	No longer av	No longer av	No longer av	No longer av	No longer av	No longer av	No longer av	No longer availa	No longer av	No longer av	No longer av	No longer availa	No longer av	No longer ava	No longer av	No longer av	No longer av	No longer av	No longer av	No longer av	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No
FZLTUL2LP	2 Lines TMO ONE All In Promo	$100.00	0%	$100.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	N/A	N/A	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes and messaging •Unlimited 4G LTE device data •Simple Global (up to 128kbps) •Stateside International Unlimited Texting •Mobile Without Borders •All recurring taxes and fees included in MRC	No
BZBTV10	B2B UNL TT+D Classic	$10.00	0%	$10.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •No contract required •No activation fee •Add a line to an existing Classic Pooled account	No
SCCUTTB	BIZ Classic UNL TT+D	$40.00	0%	$40.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •International roaming included •Unlimited international text included.	No
6BFMPRM	BIZ FM UTT+ 6GB 2 Line Promo	$70.00	0%	$70.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	6GB	No	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Unlimited data. Speeds slow at GB allotment •Smartphone Mobile Hotspot. Speeds slow at GB allotment •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •For Smartphone and BB10 devices only.	No
10BFM2	BIZ FM UTT+10GB 2 lines Promo	$100.00	0%	$100.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Text Messaging •Mobile Without Borders •Business Customer Service	No
10BFM2LN	BIZ FM UTT+10GB 2 lines Promo	$100.00	0%	$100.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Text Messaging •Mobile Without Borders •Business Customer Service	No
10FMBZ2L	BIZ FM UTT+10GB for 2 lines	$120.00	0%	$120.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	10GB	No	N/A	N/A	4G LTE	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes and messaging •Unlimited data. Speeds slow at allotment •Smartphone Mobile Hotspot. Speeds slow at allotment •Data Stash up to 20GB •Simple Global •Stateside International Unlimited Text Messaging •Mobile Without Borders •Business Customer Service •For Smartphone and BB10 devices only.	No
10BFM4	BIZ FM UTT+10GB for 4ln Promo	$120.00	0%	$120.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Text Messaging •Mobile Without Borders •Business Customer Service	No
6BFM2L	BIZ FM UTT+6GB for 2 lines	$100.00	0%	$100.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	6GB	No	N/A	N/A	4G LTE	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Unlimited data. Speeds slow at GB allotment •Smartphone Mobile Hotspot. Speeds slow at GB allotment •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Business Customer Service	No
6BFM4L	BIZ FM UTT+6GB for 4 lines	$120.00	0%	$120.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	6GB	No	N/A	N/A	4G LTE	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Unlimited data. Speeds slow at GB allotment •Smartphone Mobile Hotspot. Speeds slow at GB allotment •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Business Customer Service	No
6FMBZ4L	BIZ FM UTT+6GB for 4 lines	$120.00	0%	$120.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	6GB	No	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Unlimited data. Speeds slow at GB allotment •Smartphone Mobile Hotspot. Speeds slow at GB allotment •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •For Smartphone and BB10 devices only.	No
UBFM2L	BIZ FM UTT+UNL for 2 lines	$140.00	0%	$140.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	14GB	No	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Business Customer Service •Unlimited high-speed data •Smartphone Mobile Hotspot. Speeds slow at GB allotment. •For Smartphone and BB10 devices only.	No
UBFM4	BIZ FM UTT+UNL for 4ln Promo	$150.00	0%	$150.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	14GB	No	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Text Messaging •Mobile Without Borders •Business Customer Service •Minimum 4 lines	No
NABFUTT2P	BIZ N.AmerTT+10GB ea 2 Lines	$100.00	0%	$100.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	10GB	No	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global (not available to SCNC) •Stateside International Unlimited Texting •Mobile Without Borders •Unlimited data. Speeds slow at 10GB •Data Stash •Smartphone Mobile Hotspot up to 10GB allotment •Domestic data roaming •Music Freedom Streaming •Minimum 2 lines with max of 10 lines •For Smartphone and BB10 devices only	No
NABFUTT4	BIZ N.AmerTT+10GB ea 4 Lines	$120.00	0%	$120.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	10GB	No	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global (not available to SCNC) •Stateside International Unlimited Texting •Mobile Without Borders •Unlimited data. Speeds slow at 10GB •Data Stash •Smartphone Mobile Hotspot up to 10GB allotment •Domestic data roaming •Music Freedom Streaming •Minimum 4 lines with max of 10 lines •For Smartphone and BB10 devices only	No

NAUTT10	BIZ N.AmerTT+10GB each10Lines	$240.00	0%	$240.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	10GB	No	N/A	N/A	4G LTE/3G/EI	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global (not available to SCNC) •Stateside International Unlimited Texting •Mobile Without Borders •Unlimited data. Speeds slow at 10GB •Data Stash •Minimum 10 lines •For Smartphone and BB10 devices only	No
NAUTT10P	BIZ N.AmerTT+10GB each10Lines	$260.00	0%	$260.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	10GB	No	N/A	N/A	4G LTE/3G/EI	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global (not available to SCNC) •Stateside International Unlimited Texting •Mobile Without Borders •Unlimited data. Speeds slow at 10GB •Data Stash •Smartphone Mobile Hotspot up to 10GB allotment •Domestic data roaming •Music Freedom Streaming •Minimum 10 lines •For Smartphone and BB10 devices only	No
ZNAUTT10	BIZ SC N.America TT+D 10Lines	$160.00	0%	$160.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Business Customer Service •10-19 lines	No
ZNAUTT20	BIZ SC N.America TT+D 20Lines	$310.00	0%	$310.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Business Customer Service •20-999 lines	No
ZNAUTT2	BIZ SC N.AmericaTT+D 2-10Line	$80.00	0%	$80.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Business Customer Service •2-10 lines	No
ZNAUTT1	BIZ SC North America TT+D	$50.00	0%	$50.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Business Customer Service	No
ZSCPUT10X	BIZ SC T&T 10lines incl NoAVD	$160.00	0%	$160.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Business Customer Service •10-19 lines	No
ZSCPUT1KX	BIZ SC T&T 1K lines NoAVD	$14,985.00	0%	$14,985.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Business Customer Service •999+ lines	No
ZSCPUT20X	BIZ SC T&T 20lines incl NoAVD	$300.00	0%	$300.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Business Customer Service •20-999 lines	No
ZSCP4UTXD	BIZ SC Ul TT+D Pool4-5 NO AVD	$100.00	0%	$100.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	3GB	N/A	N/A	N/A	4G LTE/3G/EI	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global (excludes Puerto Rico and SCNC versions) •Stateside International Unlimited Texting	No
BIZFUTTBD	BIZ SC UNL TT+D 2 lines incl.	$100.00	0%	$100.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes and messages •Simple Global •Stateside International Unlimited Texting	No
BIZUTTP4	BIZ SC UNL TT+D 4 lines incl.	$100.00	0%	$100.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Requires minimum of 4 lines with maximum of 10 lines.	No
BIZUTTP6	BIZ SC UNL TT+D 6 lines incl.	$120.00	0%	$120.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Requires minimum of 6 lines with maximum of 10 lines.	No
ZSCUTT2XD	BIZ SC UNL TT+D NO AVD	$20.00	0%	$20.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •International roaming included. See Simple Global for details. •Unlimited international text included. See Postpaid Stateside International Calling and Texting features for details •No contract required •No activation fee	No
ZSCUTT5XD	BIZ SC UNL TT+D NO AVD	$50.00	0%	$50.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Business Customer Service	No
14BFM2LOC	BIZ SC UNL+14GB 2 line promo	$100.00	15%	$85.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	14GB	No	N/A	N/A	4G LTE	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Unlimited high-speed data with no speed reduction •Smartphone Mobile Hotspot (speeds slow at 14GB allotment) •Binge On •Domestic data roaming •Music Freedom	No
SCVUTTBIZ	BIZ SimpleChoice VAL Unl TT+D	$20.00	16%	$16.80	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •International roaming included. See Simple Global for details. •Unlimited international text included. See Postpaid Stateside International Calling and Texting features for details •No contract required •No activation fee •Data Stash (Data Stash eligible plan only)	No
ZSCPUT6XD	BIZSC Ul TT+D Pool6-10 NO AVD	$120.00	0%	$120.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Business Customer Service	No
UTTB2BSPR	Business UNL TT+D	$45.00	0%	$45.00	$35.00	Activation Fee per line	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Phones	N/A	N/A	N/A	N/A	N/A	N/A	•2 year contract required •Early Termination fee of $350 applies	No
EMB2B	Classic Talk Pooling Unlimited	after line 5)	0%	after line 5)	$35.00	Activation Fee per line	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	2-year contract with minimum of 5 lines required.	No
EMB2BSL	Classic Talk Unlimited	$45.00	0%	$45.00	$35.00	Activation Fee per line	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$0.20	$0.20	No	N/A	N/A	Yes	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	2 year contract required for new activations. Mobile Internet Plans are voice barred.	No
GOVUTTP4	GOV SC UNL T&T 4 lines incl.	$100.00	16%	$84.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	2.5GB	No	N/A	N/A	4G LTE/3G/EI	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global (excludes Puerto Rico and SCNC versions) •Stateside International Unlimited Texting	No

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GOV500MBW	GOV Wearable 500MB Separate#	$20.00	16%	$16.80	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	500MB	No	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Any wearable devices sold by T-	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes & messaging •Unlimited data with 500MB high-speed. Speeds slow after 500MB •Smartphone Mobile Hotspot. Speeds slow at MB allotment •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Music Freedom •Limited domestic data roaming	No
CLS100STG	GOVClassic100minUnlText+D	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No longer available	No
OKOGOV	Government	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No longer available	No
SLUGLU	Government Low Usage	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No longer available	No
GOVUNLV	Government Unlimited Voice	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No longer available	No
SCV300STG	GOVSmpChVAL300min+UNLText	$10.00	0%	$10.00	N/A	N/A	300	Unlimited	Unlimited	$0.25	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•300 Minutes Talk & Text •Unlimited Nights and Weekends •Unlimited T-Mobile to T-Mobile •Unlimited messaging •Simple Global	No
SCV600STG	GOVSmpChVAL600min+UNLText	$15.00	0%	$15.00	N/A	N/A	600	Unlimited	Unlimited	$0.25	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•600 Minutes Talk & Text •Unlimited Nights and Weekends •Unlimited T-Mobile to T-Mobile •Unlimited messaging •Simple Global	No
SCVDHUNSG	GOVSmplCh V Smt Phn UNL DOP	$35.00	0%	$35.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	Unlimited	N/A	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •Limited domestic data roaming •Simple Global •Stateside International Unlimited Text Messaging •Music Freedom •Unlimited high-speed data with no speed reduction •2GB SMHS included •SMHS slows once you reach the SMHS bucket limit (high-speed device data continues) •No domestic roaming for SMHS	No
GSA100	GSA 100 Minute Voice	$17.99	16%	$15.11	N/A	N/A	100	Unlimited	Unlimited	$0.10	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	400	N/A	N/A	$0.20	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•100 whenever minutes •Unlimited Mobile-to Mobile/Nights/Weekends •400 SMS	No
GSA400	GSA 400 Minute Voice	$27.99	16%	$23.51	N/A	N/A	400	Unlimited	Unlimited	$0.10	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	400	N/A	N/A	$0.20	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•400 whenever minutes •Unlimited Mobile-to Mobile/Nights/Weekends •400 SMS	No
GSA900	GSA 900 Minute Voice	$41.99	16%	$35.27	N/A	N/A	900	Unlimited	Unlimited	$0.10	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	400	N/A	N/A	$0.20	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•900 whenever minutes •Unlimited Mobile-to Mobile/Nights/Weekends •400 SMS	No
ZLINELINK	LineLink (e911 addr req'd) TE	No longer av	No longer av	No longer av	No longer av	No longer available	No longer av	No longer av	No longer av	No longer av	No longer av	No longer av	No longer av	No longer availa	No longer av	No longer av	No longer av	No longer availa	No longer av	No longer av	No longer av	No longer av	No longer av	No longer av	No longer av	No longer av	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No
ZDGLNLKTE	LineLink TE @Work Ph service	$20.00	0%	$20.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Linelink	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes & messaging •Mobile Without Borders •Voicemail •Caller ID •Call Waiting, Forwarding & Hold •Conference Calling (Landline phone must have a merge or hold option to support this feature) •No data service (and none can be added)	No
ZM2M128T	M2M Business 128kbps with Text	$5.00	0%	$5.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	N/A	N/A	N/A	N/A	128kbps	500	N/A	N/A	N/A	N/A	No	Machine to Machine	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data •Voice barred •500 SMS •200mb domestic data roaming	No
MBB10SBB	MI On Demand Only	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Provide Mobile Internet Line only •On-demand data pass required to provide data service •This plan is not SMS/MMS compatible •No contract required •No activation fee.	No
PMC15M2MN	Monthly 15 NtsWkdsM2M	$59.99	0%	$59.99	N/A	N/A	1500	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•1500 Whenever Minutes •Unlimited Weekends •Unlimited Nights •Unlimited T-Mobile to T-Mobile	No
NAMI1GB	N.America MI 1GB Data	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	1GB	No	N/A	N/A	N/A	Unlimited	N/A	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data. Speeds slow at 1GB allotment •Unlimited messaging •Smartphone Mobile Hotspot. Speeds slow at GB allotment •Binge On optimized video (free streaming on 5GB plan only) •Music Freedom Streaming •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Limited domestic data roaming	No
NAMI5GB	N.America MI 5GB Data	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	5GB	No	N/A	N/A	N/A	Unlimited	N/A	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data. Speeds slow at 5GB allotment •Unlimited messaging •Smartphone Mobile Hotspot. Speeds slow at GB allotment •Binge On optimized video (free streaming on 5GB plan only) •Music Freedom Streaming •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Limited domestic data roaming	No
FUTTVNSMB	NACV MLPool UnlTT+D SmBiz	$80.00	0%	$80.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited Talk •Unlimited Messaging •No Annual Contract •No Activation Fee	No
NWTGTBSN	NW Basic Plus	$29.99	0%	$29.99	N/A	N/A	300	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•300 Whenever Minutes • Unlimited Weekend	No
NB300WE	NW Bus 300 Unl Wknd	$29.99	0%	$29.99	$35.00	Activation Fee per line	300	Unlimited	300	$0.35	N/A	$0.10	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	100	N/A	N/A	$0.20	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•300 Whenever, Wherever •Unlimited Weekends •300 T-Mobile-to-T-Mobile •100 Text Messages •1 year service agreement required for new activations.	No
NWGNTSN	NW Get More w/Nts	$39.99	0%	$39.99	N/A	N/A	600	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	• 600 Whenever Minutes • Unlimited Weekend	No
PMR150	PMR 150 Line Min	$9.99	0%	$9.99	N/A	N/A	$0.05 per m	$0.05 per m	$0.05 per m	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$0.20	$0.20	No	N/A	N/A	N/A	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Pay per minute •No buckets. •$0.05 per minute usage charge (all call forwarding, domestic calls, domestic long distance, and roaming). •SMS available as pay-per-use. •Web available based on the web feature. •1 year service agreement needed for new activation.	No
ZMI100STX	SC 100GB Pooled MI	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Kbs	100GB	100GB	Yes	GB	$4.75	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•100GB Pooled data •Unlimited messaging •$4.75 per GB •Stateside International Unlimited Texting •Simple Global •Music Freedom (on any line participating in the data pool) •Smartphone Mobile Hotspot (up to full pool amount; regular per GB charge after) •Limited domestic data roaming included •Business Customer Service •Requires a minimum of 20 voice lines on Simple Choice Pooled Data plans with pooling data features.	No
ZMI1STB1X	SC 1GB for 100GB Pooled MI	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Kbs	1GB	1GB	Yes	GB	N/A	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•1GB Pooled data •Unlimited messaging •$4.75 per GB •Stateside International Unlimited Texting •Simple Global •Music Freedom (on any line participating in the data pool) •Smartphone Mobile Hotspot (up to full pool amount; regular per GB charge after) •Limited domestic data roaming included •Business Customer Service •Requires a minimum of 20 voice lines on Simple Choice Pooled Data plans with pooling data features.	No

UMI1STB	SC 1GB Pooled MI	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Kbs	1GB	1GB	Yes	GB	N/A	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •Includes 1 GB of data •Stateside International Unlimited Texting •Simple Global •Music Freedom (on any line participating in the data pool) •Smartphone Mobile Hotspot (up to full pool amount; regular per GB charge after) •Limited domestic data roaming included •Business Customer Service	No
ZMI1TBSTX	SC 1TB Pooled MI	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Kbs	1TB	1TB	Yes	GB	$4.25	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •$4.25 per GB •Stateside International Unlimited Texting •Simple Global •Music Freedom (on any line participating in the data pool) •Smartphone Mobile Hotspot (up to full pool amount; regular per GB charge after) •Limited domestic data roaming included •Business Customer Service	No
SCFUTTBD	SC FAM UNL TT+D 2 lines incl.	$100.00	0%	$100.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	N/A	N/A	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes and messages •Unlimited high-speed data •Simple Global •Stateside International Unlimited Texting	No
ZNA100SMI	SC N. America 100GB Pooled MI	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Kbs	100GB	N/A	Yes	GB	$4.75	4G LTE/3G/E	Unlimited	Unlimited	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•100GB Pooled Data •Unlimited Messaging •$4.75 per GB overage •Requires a minimum of 20 voice lines on Simple Choice Pooled Data plans	No
ZN1S1CMI	SC NA 1GB for 100GB Pooled MI	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Kbs	1GB	1GB	Yes	GB	N/A	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •Includes 1 GB of data	No
ZNA100STX	SC NA T&T for100GB PooledData	$210.00	0%	$210.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	100GB	N/A	Yes	GB	$4.75	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•For the first 20 lines •Unlimited Talk and Text •$4.75 per GB •20 line minimum •Simple Global •Stateside International Unlimited Texting •Music Freedom (on any line participating in the data pool) •Smartphone Mobile Hotspot (up to full pool amount; regular per GB charge after. Exception: mid-cycle features) •Business Customer Service	No
ZSC100STX	SC T&T for 100GB Pooled Data	$200.00	0%	$200.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	100GB	N/A	Yes	GB	$4.75	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•For the first 20 lines •Unlimited Talk and Text •$4.75 per GB •20 line minimum •Simple Global •Stateside International Unlimited Texting •Music Freedom (on any line participating in the data pool) •Smartphone Mobile Hotspot (up to full pool amount; regular per GB charge after. Exception: mid-cycle features) •Business Customer Service	No
SLCULTT25	Individual Talk & Text $25	$25.00	0%	$25.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messages •Simple Global •Stateside International Unlimited Texting •No contract (Un-Contract) or activation fee	No
SKCKUNLPP	Sidekick Unlimited Plus	$29.99	0%	$29.99	N/A	N/A	N/A	N/A	N/A	$0.25	$0.25	$0.25	N/A	N/A	Unlimited	N/A	N/A	N/A	N/A	2G & 3G	Unlimited	Unlimited	N/A	N/A	N/A	No	Sidekick	N/A	N/A	N/A	N/A	N/A	N/A	• 0 voice minutes (pay as you go) • Unlimited Color Sidekick Data • Unlimited Text Messages • Unlimited MMS	No
SMBZUNLV	Small Business Unlimited Voice + 400 SMS/MMS	$45.00	0%	$45.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	400	400	N/A	N/A	N/A	Yes	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited Whenever minutes • Unlimited nights & weekends • Unlimited call forwarding • Unlimited T-Mobile to T-Mobile • 400 SMS/MMS	No
SCVUTTSMB	Unlimited Talk and Text (single line)	$50.00	0%	$50.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes • Unlimited messaging • International roaming included. See Simple Global for details. • Unlimited international text included. See Postpaid Stateside International Calling and Texting features for details	No
SLUSUT	State of Utah	No longer av	No longer av	No longer av	No longer av	No longer available	No longer av	No longer av	No longer av	No longer av	No longer av	No longer av	No longer av	No longer availa	No longer av	No longer av	No longer av	No longer availa	No longer av	No longer ava	No longer av	No longer av	No longer av	No longer av	No longer av	No longer av	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No
GSYNFLEET	SyncUP Fleet @Work PS	$15.00	0%	$15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	2GB	N/A	N/A	N/A	512 kbps spe	N/A	N/A	N/A	N/A	N/A	No	SyncUP FLEETs	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited Data (512 kbps speed) •Unlimited SMS •Canada and Mexico roaming (all other Simple Global countries blocked) •Mobile Without Borders •Unlimited domestic roaming •Tethering is disabled •Voice barred •No HD video •No data passes	No
GSYNFLETE	SyncUP Fleet @Work PS TE	$15.00	0%	$15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	2GB	N/A	N/A	N/A	512 kbps spe	N/A	N/A	N/A	N/A	N/A	No	SyncUP FLEETs	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited Data (512 kbps speed) •Unlimited SMS •Canada and Mexico roaming (all other Simple Global countries blocked) •Mobile Without Borders •Unlimited domestic roaming •Tethering is disabled •Voice barred •No HD video •No data passes	No
ZSYNCFLTE	SyncUP FLEET @Work	$15.00	0%	$15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	2GB	N/A	N/A	N/A	512 kbps spe	N/A	N/A	N/A	N/A	N/A	No	SyncUP FLEETs	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited Data (512 kbps speed) • Unlimited SMS • Canada and Mexico roaming (all other Simple Global countries blocked) • Mobile Without Borders • Unlimited domestic roaming • Tethering is disabled • Voice barred • No HD video • No data passes	No
ZNADR2GB	SyncUP Drive Unlimited data w/ 2GB high-speed	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	2GB	N/A	N/A	N/A	High-speed	N/A	N/A	N/A	N/A	N/A	No	SyncUP FLEETs	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited device data (Speeds slow at GB allotment) • Unlimited Smartphone Mobile Hotspot (Speeds slow at GB allotment) • Optimized video streaming • Simple Global (up to 128kbps) • Mobile Without Borders • Music Freedom • Limited domestic data roaming	No
ZNAMI10GB	Simple Choice 10GB Mobile Internet w/ Data Stash & SMHS	$40.00	0%	$40.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	10GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited data (speeds slow at 10GB allotment) • Unlimited messaging • Smartphone Mobile Hotspot (speeds slow at 10GB allotment) • Data Stash up to 20GB • Binge On optimized video (free streaming for 6GB & higher plans only) • Domestic data roaming • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders • Music Freedom	No
ZDRTI2GB	SyncUP Drive Unlimited data w/ 2GB high-speed	$15.00	0%	$15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	2GB	N/A	N/A	N/A	High-speed	N/A	N/A	N/A	N/A	N/A	No	SyncUP Drive	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited device data (Speeds slow at GB allotment) • Unlimited Smartphone Mobile Hotspot (Speeds slow at GB allotment) • Optimized video streaming • Simple Global (up to 128kbps) • Mobile Without Borders • Limited domestic data roaming • All recurring taxes and fees included in MRC	No
ZTM1TI	T-Mobile ONE for Business Single Line	$75.00	0%	$75.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes and messaging • Unlimited 4G LTE device data (must add a feature from the table above) • Simple Global (up to 128kbps) • Stateside International Unlimited Texting • Mobile Without Borders • All recurring taxes and fees included in MRC	No

ZTM1TI2	T-Mobile ONE for Business (2 lines)	$130.00	0%	$130.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes and messaging • Unlimited 4G LTE device data (must add a feature from the table above) • Simple Global (up to 128kbps) • Stateside International Unlimited Texting • Mobile Without Borders • All recurring taxes and fees included in MRC • Eligible for Netflix On Us! Exception: Single line plan.	No
ZTM1MIE	T-Mobile ONE Tablet for Business	$75.00	0%	$75.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited messaging and high-speed data • Unlimited 3G Smartphone Mobile Hotspot • Simple Global • Optimized video streaming at 480p • Stateside International Unlimited Texting • Mobile Without Borders • Domestic data roaming	No
ZTM1TE	T-Mobile ONE Voice for Business	$75.00	0%	$75.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
ZUNLMTT	Unlimited Talk & Text Only Single Line	$20.00	0%	$20.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes and messaging (SMS & MMS) • Stateside International Unlimited Texting • Unlimited talk and text in Canada & Mexico • Voice & text in over 200 countries at Simple Global rates. • T-Mobile Tuesdays (Wi-Fi required to access) • GoGo Inflight (SMS all flight long; Wi-Fi 1 hour w/ unlimited flights/sessions) • All recurring taxes and fees included in MRC	No
FRZLTMIUL	T-Mobile ONE Tablet for Business	$75.00	0%	$75.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited messaging and high-speed data • Unlimited 3G Smartphone Mobile Hotspot • Simple Global • Optimized video streaming at 480p • Stateside International Unlimited Texting • Mobile Without Borders • Domestic data roaming	No
TIZLTMIUL	T-Mobile ONE Tablet for Business	$75.00	0%	$75.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited messaging and high-speed data • Unlimited 3G Smartphone Mobile Hotspot • Simple Global • Optimized video streaming at 480p • Stateside International Unlimited Texting • Mobile Without Borders • Domestic data roaming	No
ZLTWUNL	T-Mobile ONE Wearable for Business	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	speeds up to	Unlimited	Unlimited	N/A	N/A	N/A	No	Wearable	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
ZTM1WRTE	T-Mobile ONE Wearable for Business	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	speeds up to	Unlimited	Unlimited	N/A	N/A	N/A	No	Wearable	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited data (speeds up to 512 kbps) • Unlimited messaging • Optimized video streaming • Gogo in-flight 1 hour (unlimited flights/sessions) • Stateside International Unlimited Texting • Simple Global (up to 128kbps) • Mobile Without Borders • Limited domestic data roaming	No
FRZLTUNL	T-Mobile ONE Voice for Business Single Line	$75.00	0%	$75.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging, and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
FZLTULF2	T-Mobile ONE Voice for Business (2 lines)	$130.00	0%	$130.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging, and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
FZLTULFM2	T-Mobile ONE Voice for Business (2 lines)	$130.00	0%	$130.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging, and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
ZLTMIUNL	T-Mobile ONE Tablet for Business	$75.00	0%	$75.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited messaging and high-speed data • Unlimited 3G Smartphone Mobile Hotspot • Simple Global • Optimized video streaming at 480p • Stateside International Unlimited Texting • Mobile Without Borders • Domestic data roaming	No
ZLTULFM2	T-Mobile ONE Voice for Business (2 lines)	$130.00	0%	$130.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging, and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
ZLTUNL	T-Mobile ONE Voice for Business Single Line	$75.00	0%	$75.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging, and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
ZLTUNLFM9	T-Mobile ONE Voice (9 lines+)	$310.00	0%	$310.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging, and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
ZTMONE13	T-Mobile ONE Voice (13 lines+)	$325.00	0%	$325.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging, and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
ZTMUNL100	T-Mobile ONE Voice Single Line (100 lines+)	$25.00	0%	$25.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging, and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
GTMONE100	T-Mobile ONE for Government Single Line (100 lines+)	$29.00	16%	$24.36	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging, and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
GTMONE2	T-Mobile ONE for Government - 2 lines	$152.00	16%	$127.68	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging, and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
GTMONEPS	T-Mobile ONE for Government Single Line	$88.00	16%	$73.92	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging, and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
GTMONEPS2	T-Mobile ONE for Government - 2 lines	$152.00	16%	$127.68	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging, and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
GTMONP100	T-Mobile ONE for Government Single Line (100 lines+)	$29.00	16%	$24.36	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging, and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
GMITM1	T-Mobile ONE Tablet for Government	$23.50	16%	$19.74	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited messaging and high-speed data • Unlimited 3G Smartphone Mobile Hotspot • Simple Global • Optimized video streaming at 480p • Stateside International Unlimited Texting • Mobile Without Borders • Domestic data roaming	No
GTM1MI	T-Mobile ONE Tablet for Government	$23.50	16%	$19.74	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited messaging and high-speed data • Unlimited 3G Smartphone Mobile Hotspot • Simple Global • Optimized video streaming at 480p • Stateside International Unlimited Texting • Mobile Without Borders • Domestic data roaming	No
GTMONEMI	T-Mobile ONE Tablet for Government	$23.50	16%	$19.74	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited messaging and high-speed data • Unlimited 3G Smartphone Mobile Hotspot • Simple Global • Optimized video streaming at 480p • Stateside International Unlimited Texting • Mobile Without Borders • Domestic data roaming	No

TMTINTVBC	T-Mobile Total Internet Voice Barred Contract Rate Plan	$39.99	0%	$39.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	N/A	N/A	N/A	N/A	GPRS/Edge	N/A	N/A	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited GPRS Internet access • Standard personal My E-mail access (POP3 and IMAP) • Unlimited Wi-Fi (Hotspot) access • Unlimited EDGE	No
UTTCSMB	Small Business Classic Unlimited Talk & Text Single Line	$55.00	0%	$55.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	Yes	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited nationwide minutes • Unlimited domestic messaging • Eligible for Business Extras • No contract renewal required for existing customers switching to this plan. • Bridge to Value eligible • Includes international roaming at no additional charge (as of 10/20/13). Refer to Simple Choice Goes Global Overview for details.	No
BIZWTT5MI	Business Wearable plan	$15.00	16%	$12.60	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	500MB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Wearable	N/A	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes • Unlimited messaging • Unlimited Data with 500MB high-speed. Speeds slow after 500MB • Smartphone Mobile Hotspot • Music Freedom Streaming • Domestic data roaming • Simple Global • Stateside International Unlimited Texting	No
GOV1PLUS	Add-on: T-Mobile ONE Plus Government	$15.00	16%	$12.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Smartphones	Add-on to T-Mobile	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	•Unlimited 4G LTE device data •20GB 4G LTE mobile hotspot •Unlimited 3G mobile hotspot after 20GB (up to 600kbps) •Unlimited HD streaming passes (must be activated) •Simple Global—Unlimited 2G data at 2x speeds in 210+ destinations (up to 256kbps) •Mobile Without Borders—5GB 4G LTE device data in Mexico & Canada •Unlimited Gogo Inflight Wi-Fi (unlimited flights/sessions) •Name ID •Voicemail to Text •Unlimited domestic data roaming	Yes
ENTSMTP	Enterprise SMTP Messaging	$0.00	16%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Enterprise Messaging	Yes
ENTIPMSG2	Enterprise IP Messaging	$1.99	16%	$1.67	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Enterprise Messaging (501+ lines)	No
ENTIPMSG3	Enterprise IP Messaging	$2.99	16%	$2.51	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Enterprise Messaging (51-500 lines)	No
ENTIPMSG4	Enterprise IP Messaging	$3.99	16%	$3.35	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Enterprise Messaging (1-50 lines)	No
B2BSIP1	Enterprise Static IP Tier 1	$7.00	16%	$5.88	$500.00	One Time set up fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Line requirement 25-200	Yes
B2BSIP2	Enterprise Static IP Tier 2	$5.00	16%	$4.20	$500.00	One Time set up fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Line requirement 201-300	Yes
B2BSIP3	Enterprise Static IP Tier 3	$3.00	16%	$2.52	$500.00	One Time set up fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Line requirement 301+	Yes
B2BPAPN3	Enterprise Private APN Tier 1	$5.00	16%	$4.20	$2,500.00	One Time set up fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Line requirement 25- 500	Yes
B2BPAPN4	Enterprise Private APN Tier 2	$2.00	16%	$1.68	$2,500.00	One Time set up fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Line requirement 501+	Yes
B2BPAPN1	Enterprise Private APN Managed Tier 1	$7.00	16%	$5.88	$2,500.00	One Time set up fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Line requirement 25-500	Yes
B2BPAPN2	Enterprise Private APN Managed Tier 2	$3.00	16%	$2.52	$2,500.00	One Time set up fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Line requirement 501+	Yes
B2BPAPNMB3	Enterprise Private APN MI Tier 1	$5.00	16%	$4.20	$2,500.00	One Time set up fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Line requirement 25-500	Yes
B2BPAPNMB4	Enterprise Private APN MI Tier 2	$2.00	16%	$1.68	$2,500.00	One Time set up fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Line requirement 501+	Yes
B2BPAPNMB1	Enterprise Private APN MI Managed Tier 1	$7.00	16%	$5.88	$2,500.00	One Time set up fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Line requirement 25-500	Yes
B2BPAPNMB2	Enterprise Private APN MI Managed Tier 2	$3.00	16%	$2.52	$2,500.00	One Time set up fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Line requirement 501+	Yes
GOVFRUNL	Government First Responder Voice	$34.00	16%	$28.56	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	• Government First Responders eligible agencies only • Government First Responders rate plans with unlimited data remain among the highest-priority data plans on T-Mobile's network, no matter how much data is used. • Unlimited Talk & Text and high speed data • Unlimited domestic roaming • Not subject to the fair usage prioritization threshold • Optimized video streaming at 480p • 1GB of 4G LTE Smartphone Mobile Hotspot (Unlimited 3G after the bucket is used) • Stateside International Unlimited Texting • Simple Global • Mobile Without Borders (No cap) • Gogo in-flight 1 hour (unlimited flights)	Yes
GFRULDAT	Government First Responder Unlimited Data Feature	$0.00	16%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Kbs	Unlimited	Unlimited	N/A	N/A	N/A	4G LTE/3G/EI	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	• Government First Responders eligible agencies only • Government First Responders rate plans with unlimited data remain among the highest-priority data plans on T-Mobile's network, no matter how much data is used. • Unlimited Talk & Text and high speed data • Unlimited domestic roaming • Not subject to the fair usage prioritization threshold • Optimized video streaming at 480p • 1GB of 4G LTE Smartphone Mobile Hotspot (Unlimited 3G after the bucket is used) • Stateside International Unlimited Texting • Simple Global • Mobile Without Borders (No cap) • Gogo in-flight 1 hour (unlimited flights)	Yes
GOVFRMI	Government First Responder Mobile Internet	$28.50	16%	$23.94	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Kbs	Unlimited	Unlimited	N/A	N/A	N/A	4G LTE/3G/EI	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Tablets only	N/A	N/A	N/A	N/A	N/A	N/A	N/A	• Government First Responders eligible agencies only • Government First Responders rate plans with unlimited data remain among the highest-priority data plans on T-Mobile's network, no matter how much data is used. • Unlimited messaging and 4G LTE • Unlimited domestic roaming • Not subject to the fair usage prioritization threshold • Optimized video streaming at 480p • 1GB of 4G LTE Smartphone Mobile Hotspot (Unlimited 3G after the bucket is used) • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders (No cap)	Yes
GOVFRHS	Government First Responder Hotspot	$40.00	16%	$33.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Kbs	Unlimited	Unlimited	N/A	N/A	N/A	4G LTE/3G/EI	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Mobile internet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	• Government First Responders eligible agencies only • Government First Responders rate plans with unlimited data remain among the highest-priority data plans on T-Mobile's network, no matter how much data is used. • Unlimited high-speed data • Unlimited domestic roaming • Unlimited 4G LTE Mobile Hotspot • Simple Global • Mobile Without Borders with no 5GB cap • Unlimited streaming of video in HD (480p) • Unlimited mobile hotspot device data for first responders who need to provide the fastest possible internet access to multiple users in a mobile response team.	Yes
GOVFRLD	Government First Responder Voice - Limited Data	$15.00	16%	$12.60	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	• Government First Responders eligible agencies only • Government First Responders rate plans with unlimited data remain among the highest-priority data plans on T-Mobile's network, no matter how much data is used. • Unlimited talk and text • 2GB or 6GB of 4G LTE (speeds slow at allotment) • Unlimited domestic roaming • Optimized video streaming • Smartphone mobile hotspot (speeds slow at allotment) • Simple Global • Stateside International Unlimited Texting • Gogo in-flight 1 hour (unlimited flights) • Mobile Without Borders (Usage cap will match the data SOC chosen)	Yes
GFR2DATA	Government First Responder 2GB Data Feature	$0.00	16%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Kbs	Unlimited	2GB	N/A	N/A	N/A	4G LTE/3G/EI	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	• Government First Responders eligible agencies only • Government First Responders rate plans with unlimited data remain among the highest-priority data plans on T-Mobile's network, no matter how much data is used. • Unlimited talk and text • 2GB or 6GB of 4G LTE (speeds slow at allotment) • Unlimited domestic roaming • Optimized video streaming • Smartphone mobile hotspot (speeds slow at allotment) • Simple Global • Stateside International Unlimited Texting • Gogo in-flight 1 hour (unlimited flights) • Mobile Without Borders (Usage cap will match the data SOC chosen)	Yes

GFR6DATA	Government First Responder 6GB Data Feature	$15.00	16%	$12.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	6GB	N/A	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Government First Responders eligible agencies only • Government First Responders rate plans with unlimited data remain among the highest-priority data plans on T-Mobile's network, no matter how much data is used. • Unlimited talk and text • 2GB or 6GB of 4G LTE (speeds slow at allotment) • Unlimited domestic roaming • Optimized video streaming • Smartphone mobile hotspot (speeds slow at allotment) • Simple Global • Stateside International Unlimited Texting • Gogo in-flight 1 hour (unlimited flights) • Mobile Without Borders (Usage cap will match the data SOC chosen)	Yes
SCVPUTTG6 & ADDUTTV20	Simple Choice Unlimited Talk, Text and Data (Requires minimum of 12 lines for each account) Unlimited minutes - Unlimited messaging - Simple Global- Stateside International Unlimited Texting - Mobile Without Borders	$15.00	16%	$12.60	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KB	Unlimited	Feature Dependant	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
Z6GBXDATA	Add-On: 6GB data for Simple Choice Unlimited data with 6 GB high-speed Smartphone Mobile Hotspot. Speeds slow at GB allotment Domestic data roaming	$15.00	0%	$15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	6GB	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	4G LTE Data	6GB	N/A	N/A	5G/4G LTE/3G/EDG	6GB	N/A	Yes
Z10GBXDAT	Add-On: 10GB data for Simple Choice Unlimited data with 10 GB high-speed Smartphone Mobile Hotspot. Speeds slow at GB allotment. Domestic data roaming	$30.00	0%	$30.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	10GB	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	4G LTE Data	10GB	N/A	N/A	5G/4G LTE/3G/EDG	10GB	N/A	Yes
GOVUNL100 & GOV11GBHS	Gov Unlimited Phone (Line must be attached to NASPO Contract Node with minimum of 100 active lines on Node) Unlimited Voice Unlimited Messaging Unlimited 4G LTE High-speed Smartphone Data	$29.00	16%	$24.36	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	Subject to Prioritization after 50GB of Data Usage in a single month v	Yes
GVUNLMI	Simple Choice Unlimited Mobile Internet Data for Government Unlimited 4G LTE High-speed Mobile Internet Data Unlimited domestic messaging Domestic data roaming Simple Global Stateside International Unlimited Texting	$35.00	16%	$29.40	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Hotspots/Tablets/Routers/Mode	N/A	N/A	N/A	N/A	N/A	N/A	Subject to Prioritization after 50GB of Data Usage in a single month v	Yes
GOVUTB11H	Government Unlimited for Tablets 11 GB HS (Intended for use with tablets and netbooks) Unlimited messaging and high-speed data 11GB of 4G LTE Smartphone Mobile Hotspot (reduced to 3G after the bucket is used) Simple Global Optimized video streaming at 480p Stateside International Unlimited Texting Mobile Without Borders Domestic data roaming	$23.50	16%	$19.74	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	Subject to Prioritization after 50GB of Data Usage in a single month v	Yes
GOVUTB21H	Government Unlimited for Tablets 21 GB HS (Intended for use with tablets and netbooks) Unlimited messaging and high-speed data 21GB of 4G LTE Smartphone Mobile Hotspot (reduced to 3G after the bucket is used) Simple Global Optimized video streaming at 480p Stateside International Unlimited Texting Mobile Without Borders Domestic data roaming	$35.00	16%	$29.40	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	Subject to Prioritization after 50GB of Data Usage in a single month v	Yes
GOVUTB31H	Government Unlimited for Tablets 31 GB HS (Intended for use with tablets and netbooks) Unlimited messaging and high-speed data 31GB of 4G LTE Smartphone Mobile Hotspot (reduced to 3G after the bucket is used) - Simple Global Optimized video streaming at 480p Stateside International Unlimited Texting Mobile Without Borders Domestic data roaming	$40.50	16%	$34.02	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	Subject to Prioritization after 50GB of Data Usage in a single month v	Yes
GOVUTB41H	Government Unlimited for Tablets 41 GB HS (Intended for use with tablets and netbooks) Unlimited messaging and high-speed data 41GB of 4G LTE Smartphone Mobile Hotspot (reduced to 3G after the bucket is used) Simple Global Optimized video streaming at 480p Stateside International Unlimited Texting Mobile Without Borders Domestic data roaming	$52.50	16%	$44.10	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	Subject to Prioritization after 50GB of Data Usage in a single month v	Yes
GOVUSUB1	Government Unlimited for Phones w/Device Subsidy 1.0 Level 1 Unlimited talk, text, & 4G LTE data; Unlimited domestic roaming Optimized video streaming at 480p 11GB of 4G LTE Smartphone Mobile Hotspot (Unlimited 3G after the bucket is used) Stateside International Unlimited Texting Simple Global Mobile Without Borders (No cap) Gogo in-flight 1 hour (unlimited flights) Requires Add-On of either NODATA, GOV11GBHS, GOV21GBHS, GOVP31HS, or GOVP41HS	$41.00	16%	$34.44	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	For the Subsidy to be effective, Customer will activate a line of Servic	Yes
GOVUSUB2	Government Unlimited for Phones w/Device Subsidy 1.0 Level 2 Unlimited talk, text, & 4G LTE data; Unlimited domestic roaming Optimized video streaming at 480p 11GB of 4G LTE Smartphone Mobile Hotspot (Unlimited 3G after the bucket is used) Stateside International Unlimited Texting Simple Global Mobile Without Borders (No cap) Gogo in-flight 1 hour (unlimited flights) Requires Add-On of either NODATA, GOV11GBHS, GOV21GBHS, GOVP31HS, or GOVP41HS	$53.00	16%	$44.52	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	For the Subsidy to be effective, Customer will activate a line of Servic	Yes
GOVUSUB3	Government Unlimited for Phones w/Device Subsidy 1.0 Level 3 Unlimited talk, text, & 4G LTE data; Unlimited domestic roaming Optimized video streaming at 480p 11GB of 4G LTE Smartphone Mobile Hotspot (Unlimited 3G after the bucket is used) Stateside International Unlimited Texting Simple Global Mobile Without Borders (No cap) Gogo in-flight 1 hour (unlimited flights) Requires Add-On of either NODATA, GOV11GBHS, GOV21GBHS, GOVP31HS, or GOVP41HS	$64.00	16%	$53.76	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	For the Subsidy to be effective, Customer will activate a line of Servic	Yes
GVUSUB1	Government Unlimited for Phones 2.0 Subsidy 1 Unlimited minutes and messaging Mobile Without Borders Simple Global (up to 128 kbps) Stateside International Unlimited Texting Unlimited 4G LTE device data Unlimited domestic data roaming Optimized video streaming at 480p+ Gogo in-flight 1 hour (unlimited flights/sessions) Requires Add-On of either NODATA, GOV11GBHS, GOV21GBHS, GOVP31HS, or GOVP41HS	$41.00	16%	$34.44	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	For the Subsidy to be effective, Customer will activate a line of Servic	Yes
GVUSUB2	Government Unlimited for Phones 2.0 Subsidy 2 Unlimited minutes and messaging Mobile Without Borders Simple Global (up to 128 kbps) Stateside International Unlimited Texting Unlimited 4G LTE device data Unlimited domestic data roaming Optimized video streaming at 480p+ Gogo in-flight 1 hour (unlimited flights/sessions) Requires Add-On of either NODATA, GOV11GBHS, GOV21GBHS, GOVP31HS, or GOVP41HS	$53.00	16%	$44.52	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	For the Subsidy to be effective, Customer will activate a line of Servic	Yes

GVUSUB3	Government Unlimited for Phones 2.0 Subsidy 3 Unlimited minutes and messaging Mobile Without Borders Simple Global (up to 128 kbps) Stateside International Unlimited Texting Unlimited 4G LTE device data Unlimited domestic data roaming Optimized video streaming at 480p+ Gogo in-flight 1 hour (unlimited flights/sessions) Requires Add-On of either NODATA, GOV11GBHS, GOV21GBHS, GOVP31HS, or GOVP41HS	$64.00	16%	$53.76	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	For the Subsidy to be effective, Customer will activate a line of Servic	Yes
NODATA	Add-On: No Data Service No Data feature for Government Unlimited for Phones Subsidy version 1.0 and 2.0 plans or Government Unlimited plans	$0.00	16%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Smartphone	No Data Service	N/A	N/A	N/A	N/A	N/A	N/A	Yes
GOV11GBHS	Add-On: Government Unlimited Data 11GB Hotspot Unlimited Data with 11GB Hotspot feature for Government Unlimited for Phones Subsidy version 1.0 and 2.0 plans or Government Unlimited plans	$0.00	16%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	4G LTE Hotspot	11GB	N/A	N/A	5G/4G LTE/3G/EDG	11GB	N/A	Yes
GOV21GBHS	Add-On: Government Unlimited Data 21GB Hotspot Unlimited Data with 21GB Hotspot feature for Government Unlimited for Phones Subsidy version 1.0 and 2.0 plans or Government Unlimited plans	$10.00	16%	$8.40	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	4G LTE Hotspot	21GB	N/A	N/A	5G/4G LTE/3G/EDG	21GB	N/A	Yes
GOVP31HS	Add-On: Government Unlimited Data 31GB Hotspot Unlimited Data with 31GB Hotspot feature for Government Unlimited for Phones Subsidy version 1.0 and 2.0 plans or Government Unlimited plans	$15.00	16%	$12.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	4G LTE Hotspot	31GB	N/A	N/A	5G/4G LTE/3G/EDG	31GB	N/A	Yes
GOVP41HS	Add-On: Government Unlimited Data 31GB Hotspot Unlimited Data with 41GB Hotspot feature for Government Unlimited for Phones Subsidy version 1.0 and 2.0 plans or Government Unlimited plans	$25.00	16%	$21.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	4G LTE Hotspot	41GB	N/A	N/A	5G/4G LTE/3G/EDG	41GB	N/A	Yes
G11HTBSB1	Government Unlimited Mobile Internet for Tablets w/11GB Hotspot Subsidy 2.0 Device Subsidy Level 1 Unlimited 4G LTE device data Unlimited messaging 11GB 4G LTE Smartphone Mobile Hotspot Optimized video streaming at 480p Unlimited domestic data roaming Not subject to the fair use prioritization threshold Gogo in-flight 1 hour (unlimited flights) Unlimited 3G Smartphone Mobile Hotspot after 11GB is used Simple Global Stateside International Unlimited Texting Mobile Without Borders Taxes and fees excluded	$35.00	16%	$29.40	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	For tablets only. Not compatible with hotspots, data sticks, laptops, netbooks, or other data-first devices (For example, ZTE SPro 2	Yes
G11HTBSB2	Government Unlimited Mobile Internet for Tablets w/11GB Hotspot Subsidy 2.0 Device Subsidy Level 2 Unlimited 4G LTE device data Unlimited messaging 11GB 4G LTE Smartphone Mobile Hotspot Optimized video streaming at 480p Unlimited domestic data roaming Not subject to the fair use prioritization threshold Gogo in-flight 1 hour (unlimited flights) Unlimited 3G Smartphone Mobile Hotspot after 11GB is used Simple Global Stateside International Unlimited Texting Mobile Without Borders Taxes and fees excluded	$47.00	16%	$39.48	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	For tablets only. Not compatible with hotspots, data sticks, laptops, netbooks, or other data-first devices (For example, ZTE SPro 2	Yes
G11HTBSB3	Government Unlimited Mobile Internet for Tablets w/11GB Hotspot Subsidy 2.0 Device Subsidy Level 3 Unlimited 4G LTE device data Unlimited messaging 11GB 4G LTE Smartphone Mobile Hotspot Optimized video streaming at 480p Unlimited domestic data roaming Not subject to the fair use prioritization threshold Gogo in-flight 1 hour (unlimited flights) Unlimited 3G Smartphone Mobile Hotspot after 11GB is used Simple Global Stateside International Unlimited Texting Mobile Without Borders Taxes and fees excluded	$59.00	16%	$49.56	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	For tablets only. Not compatible with hotspots, data sticks, laptops, netbooks, or other data-first devices (For example, ZTE SPro 2	Yes
G21HTBSB1	Government Unlimited Mobile Internet for Tablets w/21GB Hotspot Subsidy 2.0 Device Subsidy Level 1 Unlimited 4G LTE device data Unlimited messaging 21GB 4G LTE Smartphone Mobile Hotspot Optimized video streaming at 480p Unlimited domestic data roaming Not subject to the fair use prioritization threshold Gogo in-flight 1 hour (unlimited flights) Unlimited 3G Smartphone Mobile Hotspot after 21GB is used Simple Global Stateside International Unlimited Texting Mobile Without Borders Taxes and fees excluded	$47.00	16%	$39.48	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	For tablets only. Not compatible with hotspots, data sticks, laptops, netbooks, or other data-first devices (For example, ZTE SPro 2	Yes
G21HTBSB2	Government Unlimited Mobile Internet for Tablets w/21GB Hotspot Subsidy 2.0 Device Subsidy Level 2 Unlimited 4G LTE device data Unlimited messaging 21GB 4G LTE Smartphone Mobile Hotspot Optimized video streaming at 480p Unlimited domestic data roaming Not subject to the fair use prioritization threshold Gogo in-flight 1 hour (unlimited flights) Unlimited 3G Smartphone Mobile Hotspot after 21GB is used Simple Global Stateside International Unlimited Texting Mobile Without Borders Taxes and fees excluded	$59.00	16%	$49.56	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	For tablets only. Not compatible with hotspots, data sticks, laptops, netbooks, or other data-first devices (For example, ZTE SPro 2	Yes
G21HTBSB3	Government Unlimited Mobile Internet for Tablets w/21GB Hotspot Subsidy 2.0 Device Subsidy Level 3 Unlimited 4G LTE device data Unlimited messaging 21GB 4G LTE Smartphone Mobile Hotspot Optimized video streaming at 480p Unlimited domestic data roaming Not subject to the fair use prioritization threshold Gogo in-flight 1 hour (unlimited flights) Unlimited 3G Smartphone Mobile Hotspot after 21GB is used Simple Global Stateside International Unlimited Texting Mobile Without Borders Taxes and fees excluded	$71.00	16%	$59.64	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	For tablets only. Not compatible with hotspots, data sticks, laptops, netbooks, or other data-first devices (For example, ZTE SPro 2	Yes
GP31HTSB1	Government Unlimited Plus Mobile Internet for Tablets w/31GB Hotspot Device Subsidy 2.0 Level 1 Unlimited 4G LTE device data Unlimited messaging 31GB 4G LTE Smartphone Mobile Hotspot Unlimited HD video streaming at 1080p (must be activated) Unlimited domestic data roaming Not subject to the fair use prioritization threshold Unlimited Gogo in-flight Wi-Fi Unlimited 3G Smartphone Mobile Hotspot after 31GB is used Simple Global—Unlimited 2G data at 2x speeds in 210+ destinations (up to 256kbps) Stateside International Unlimited Texting Mobile Without Borders Taxes and fees excluded	$53.00	16%	$44.52	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	For tablets only. Not compatible with hotspots, data sticks, laptops, netbooks, or other data-first devices (For example, ZTE SPro 2	Yes

GP31HTSB2	Government Unlimited Plus Mobile Internet for Tablets w/31GB Hotspot Device Subsidy 2.0 Level 2 Unlimited 4G LTE device data Unlimited messaging 31GB 4G LTE Smartphone Mobile Hotspot Unlimited HD video streaming at 1080p (must be activated) Unlimited domestic data roaming Not subject to the fair use prioritization threshold Unlimited Gogo in-flight Wi-Fi Unlimited 3G Smartphone Mobile Hotspot after 31GB is used Simple Global—Unlimited 2G data at 2x speeds in 210+ destinations (up to 256kbps) Stateside International Unlimited Texting Mobile Without Borders Taxes and fees excluded	$65.00	16%	$54.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	For tablets only. Not compatible with hotspots, data sticks, laptops, netbooks, or other data-first devices (For example, ZTE SPro 2	Yes
GP31HTSB3	Government Unlimited Plus Mobile Internet for Tablets w/31GB Hotspot Device Subsidy 2.0 Level 3 Unlimited 4G LTE device data Unlimited messaging 31GB 4G LTE Smartphone Mobile Hotspot Unlimited HD video streaming at 1080p (must be activated) Unlimited domestic data roaming Not subject to the fair use prioritization threshold Unlimited Gogo in-flight Wi-Fi Unlimited 3G Smartphone Mobile Hotspot after 31GB is used Simple Global—Unlimited 2G data at 2x speeds in 210+ destinations (up to 256kbps) Stateside International Unlimited Texting Mobile Without Borders Taxes and fees excluded	$76.00	16%	$63.84	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	For tablets only. Not compatible with hotspots, data sticks, laptops, netbooks, or other data-first devices (For example, ZTE SPro 2	Yes
GP41HTSB1	Government Unlimited Plus Mobile Internet for Tablets w/41GB Hotspot Device Subsidy 2.0 Level 1 Unlimited 4G LTE device data Unlimited messaging 41GB 4G LTE Smartphone Mobile Hotspot Unlimited HD video streaming at 1080p (must be activated) Unlimited domestic data roaming Not subject to the fair use prioritization threshold Unlimited Gogo in-flight Wi-Fi Unlimited 3G Smartphone Mobile Hotspot after 41GB is used Simple Global—Unlimited 2G data at 2x speeds in 210+ destinations (up to 256kbps) Stateside International Unlimited Texting Mobile Without Borders Taxes and fees excluded	$65.00	16%	$54.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	For tablets only. Not compatible with hotspots, data sticks, laptops, netbooks, or other data-first devices (For example, ZTE SPro 2	Yes
GP41HTSB2	Government Unlimited Plus Mobile Internet for Tablets w/41GB Hotspot Device Subsidy 2.0 Level 2 Unlimited 4G LTE device data Unlimited messaging 41GB 4G LTE Smartphone Mobile Hotspot Unlimited HD video streaming at 1080p (must be activated) Unlimited domestic data roaming Not subject to the fair use prioritization threshold Unlimited Gogo in-flight Wi-Fi Unlimited 3G Smartphone Mobile Hotspot after 41GB is used Simple Global—Unlimited 2G data at 2x speeds in 210+ destinations (up to 256kbps) Stateside International Unlimited Texting Mobile Without Borders Taxes and fees excluded	$76.00	16%	$63.84	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	For tablets only. Not compatible with hotspots, data sticks, laptops, netbooks, or other data-first devices (For example, ZTE SPro 2	Yes
GP41HTSB3	Government Unlimited Plus Mobile Internet for Tablets w/41GB Hotspot Device Subsidy 2.0 Level 3 Unlimited 4G LTE device data Unlimited messaging 41GB 4G LTE Smartphone Mobile Hotspot Unlimited HD video streaming at 1080p (must be activated) Unlimited domestic data roaming Not subject to the fair use prioritization threshold Unlimited Gogo in-flight Wi-Fi Unlimited 3G Smartphone Mobile Hotspot after 41GB is used Simple Global—Unlimited 2G data at 2x speeds in 210+ destinations (up to 256kbps) Stateside International Unlimited Texting Mobile Without Borders Taxes and fees excluded	$88.00	16%	$73.92	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	For tablets only. Not compatible with hotspots, data sticks, laptops, netbooks, or other data-first devices (For example, ZTE SPro 2	Yes
GOVFRUN	First Responder Unlimited for Phones Unlimited talk, text, & 4G LTE data Unlimited domestic roaming Optimized video streaming at 480p 11GB of 4G LTE Smartphone Mobile Hotspot (Unlimited 3G after the bucket is used) Stateside International Unlimited Texting Simple Global Mobile Without Borders (No cap) Gogo in-flight 1 hour (unlimited flights)	$34.00	16%	$28.56	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	End user must be a qualified First Responder.	Yes
GOVFRLD	First Responder Unlimited Talk and Text with 2GB or 6GB 4G LTE Data 2GB or 6GB of 4G LTE (speeds slow at allotment) Unlimited domestic roaming Optimized video streaming Smartphone mobile hotspot (speeds slow at allotment) Simple Global Stateside International Unlimited Texting Gogo in-flight 1 hour (unlimited flights) Mobile Without Borders	$15.00	16%	$12.60	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KB	Unlimited	Feature Dependant	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	End user must be a qualified First Responder.Must add GFR2DATA or	Yes
GFR2DATA	Add-On: 2GB 4G LTE Data for GOVFRLD Unlimited Voice and Data Speeds slow at 2GB	$0.00	16%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	2GB	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	4G LTE Data	2GB	N/A	N/A	5G/4G LTE/3G/EDG	2GB	N/A	Yes
GFR6DATA	Add-On: 6GB 4G LTE Data for GOVFRLD Unlimited Voice and Data Speeds slow at 6GB	$15.00	16%	$12.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	6GB	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	4G LTE Data	4GB	N/A	N/A	5G/4G LTE/3G/EDG	6GB	N/A	Yes
GFR11TSB1	First Responder Unlimited for Tablets 2.0 Subsidy 1 - 11 GB hotspot Unlimited 4G LTE device data Unlimited messaging 11 GB 4G LTE Smartphone Mobile Hotspot Optimized video streaming at 480p Unlimited domestic data roaming Not subject to the fair use prioritization threshold Gogo in-flight 1 hour (unlimited flights) Unlimited 3G Smartphone Mobile Hotspot after 11 GB is used Simple Global Stateside International Unlimited Texting Mobile Without Borders	$40.00	16%	$33.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	11GB	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	New Activations Only	Yes
GFR11TSB2	First Responder Unlimited for Tablets 2.0 Subsidy 2 - 11 GB hotspot Unlimited 4G LTE device data Unlimited messaging 11 GB 4G LTE Smartphone Mobile Hotspot Optimized video streaming at 480p Unlimited domestic data roaming Not subject to the fair use prioritization threshold Gogo in-flight 1 hour (unlimited flights) Unlimited 3G Smartphone Mobile Hotspot after 11 GB is used Simple Global Stateside International Unlimited Texting Mobile Without Borders	$52.00	16%	$43.68	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	11GB	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	New Activations Only	Yes

GFR11TSB3	First Responder Unlimited for Tablets 2.0 Subsidy 3 - 11 GB hotspot Unlimited 4G LTE device data Unlimited messaging 11 GB 4G LTE Smartphone Mobile Hotspot Optimized video streaming at 480p Unlimited domestic data roaming Not subject to the fair use prioritization threshold Gogo in-flight 1 hour (unlimited flights) Unlimited 3G Smartphone Mobile Hotspot after 11 GB is used Simple Global Stateside International Unlimited Texting Mobile Without Borders	$64.00	16%	$53.76	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	11GB	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	New Activations Only	Yes
GFR21TSB1	First Responder Unlimited for Tablets 2.0 Subsidy 1 - 21 GB hotspot Unlimited 4G LTE device data Unlimited messaging 21 GB 4G LTE Smartphone Mobile Hotspot Optimized video streaming at 480p Unlimited domestic data roaming Not subject to the fair use prioritization threshold Gogo in-flight 1 hour (unlimited flights) Unlimited 3G Smartphone Mobile Hotspot after 21 GB is used Simple Global Stateside International Unlimited Texting Mobile Without Borders	$52.00	16%	$43.68	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	21GB	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	New Activations Only	Yes
GFR21TSB2	First Responder Unlimited for Tablets 2.0 Subsidy 2 - 21 GB hotspot Unlimited 4G LTE device data Unlimited messaging 21 GB 4G LTE Smartphone Mobile Hotspot Optimized video streaming at 480p Unlimited domestic data roaming Not subject to the fair use prioritization threshold Gogo in-flight 1 hour (unlimited flights) Unlimited 3G Smartphone Mobile Hotspot after 21 GB is used Simple Global Stateside International Unlimited Texting Mobile Without Borders	$64.00	16%	$53.76	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	21GB	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	New Activations Only	Yes
GFR21TSB3	First Responder Unlimited for Tablets 2.0 Subsidy 3 - 21 GB hotspot Unlimited 4G LTE device data Unlimited messaging 21 GB 4G LTE Smartphone Mobile Hotspot Optimized video streaming at 480p Unlimited domestic data roaming Not subject to the fair use prioritization threshold Gogo in-flight 1 hour (unlimited flights) Unlimited 3G Smartphone Mobile Hotspot after 21 GB is used Simple Global Stateside International Unlimited Texting Mobile Without Borders	$76.00	16%	$63.84	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	21GB	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	New Activations Only	Yes
GFRP31TS1	First Responder Unlimited Plus for Tablets 2.0 Subsidy 1 - 31 GB hotspot Unlimited 4G LTE device data Unlimited messaging 31 GB 4G LTE Smartphone Mobile Hotspot Unlimited HD video streaming at 1080p (must be activated) Unlimited domestic data roaming Not subject to the fair use prioritization threshold Unlimited Gogo in-flight Wi-Fi Unlimited 3G Smartphone Mobile Hotspot after 31 GB is used Simple Global —Unlimited 2G data at 2x speeds in 210+ destinations (up to 256kbps) Stateside International Unlimited Texting Mobile Without Borders	$57.00	16%	$47.88	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	31GB	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	New Activations Only	Yes
GFRP31TS2	First Responder Unlimited Plus for Tablets 2.0 Subsidy 2 - 31 GB hotspot Unlimited 4G LTE device data Unlimited messaging 31 GB 4G LTE Smartphone Mobile Hotspot Unlimited HD video streaming at 1080p (must be activated) Unlimited domestic data roaming Not subject to the fair use prioritization threshold Unlimited Gogo in-flight Wi-Fi Unlimited 3G Smartphone Mobile Hotspot after 31 GB is used Simple Global —Unlimited 2G data at 2x speeds in 210+ destinations (up to 256kbps) Stateside International Unlimited Texting Mobile Without Borders	$69.00	16%	$57.96	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	31GB	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	New Activations Only	Yes
GFRP31TS3	First Responder Unlimited Plus for Tablets 2.0 Subsidy 3 - 31 GB hotspot Unlimited 4G LTE device data Unlimited messaging 31 GB 4G LTE Smartphone Mobile Hotspot Unlimited HD video streaming at 1080p (must be activated) Unlimited domestic data roaming Not subject to the fair use prioritization threshold Unlimited Gogo in-flight Wi-Fi Unlimited 3G Smartphone Mobile Hotspot after 31 GB is used Simple Global —Unlimited 2G data at 2x speeds in 210+ destinations (up to 256kbps) Stateside International Unlimited Texting Mobile Without Borders	$81.00	16%	$68.04	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	31GB	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	New Activations Only	Yes
GFRP41TS1	First Responder Unlimited Plus for Tablets 2.0 Subsidy 1 - 41 GB hotspot Unlimited 4G LTE device data Unlimited messaging 41 GB 4G LTE Smartphone Mobile Hotspot Unlimited HD video streaming at 1080p (must be activated) Unlimited domestic data roaming Not subject to the fair use prioritization threshold Unlimited Gogo in-flight Wi-Fi Unlimited 3G Smartphone Mobile Hotspot after 41 GB is used Simple Global —Unlimited 2G data at 2x speeds in 210+ destinations (up to 256kbps) Stateside International Unlimited Texting Mobile Without Borders	$69.00	16%	$57.96	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	41GB	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	New Activations Only	Yes
GFRP41TS2	First Responder Unlimited Plus for Tablets 2.0 Subsidy 2 - 41 GB hotspot Unlimited 4G LTE device data Unlimited messaging 41 GB 4G LTE Smartphone Mobile Hotspot Unlimited HD video streaming at 1080p (must be activated) Unlimited domestic data roaming Not subject to the fair use prioritization threshold Unlimited Gogo in-flight Wi-Fi Unlimited 3G Smartphone Mobile Hotspot after 41 GB is used Simple Global —Unlimited 2G data at 2x speeds in 210+ destinations (up to 256kbps) Stateside International Unlimited Texting Mobile Without Borders	$81.00	16%	$68.04	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	41GB	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	New Activations Only	Yes
GFRP41TS3	First Responder Unlimited Plus for Tablets 2.0 Subsidy 3 - 41 GB hotspot Unlimited 4G LTE device data Unlimited messaging 41 GB 4G LTE Smartphone Mobile Hotspot Unlimited HD video streaming at 1080p (must be activated) Unlimited domestic data roaming Not subject to the fair use prioritization threshold Unlimited Gogo in-flight Wi-Fi Unlimited 3G Smartphone Mobile Hotspot after 41 GB is used Simple Global —Unlimited 2G data at 2x speeds in 210+ destinations (up to 256kbps) Stateside International Unlimited Texting Mobile Without Borders	$93.00	16%	$78.12	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	41GB	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	New Activations Only	Yes

GUFRSUB1	First Responder Unlimited for Phones 2.0 Subsidy 1 Unlimited talk and text Not subject to the fair usage prioritization threshold $0 data SOC (add below) includes: Unlimited 4G LTE device data Unlimited domestic data roaming Optimized video streaming at 480p+ Unlimited 3G speed Smartphone Mobile Hotspot after 11 GB is used (up to 600 kbps) 11 GB 4G LTE Smartphone Mobile Hotspot Stateside International Unlimited Texting Simple Global Mobile Without Borders Gogo in-flight 1 hour (unlimited flights)	$46.00	16%	$38.64	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KB	Unlimited	11GB	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	New Activations OnlyRequires One of the below data SOCs: GOVFR	Yes
GUFRSUB2	First Responder Unlimited for Phones 2.0 Subsidy 2 Unlimited talk and text Not subject to the fair usage prioritization threshold $0 data SOC (add below) includes: Unlimited 4G LTE device data Unlimited domestic data roaming Optimized video streaming at 480p+ Unlimited 3G speed Smartphone Mobile Hotspot after 11 GB is used (up to 600 kbps) 11 GB 4G LTE Smartphone Mobile Hotspot Stateside International Unlimited Texting Simple Global Mobile Without Borders Gogo in-flight 1 hour (unlimited flights)	$58.00	16%	$48.72	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KB	Unlimited	11GB	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	New Activations OnlyRequires One of the below data SOCs: GOVFR	Yes
GUFRSUB3	First Responder Unlimited for Phones 2.0 Subsidy 3 Unlimited talk and text Not subject to the fair usage prioritization threshold $0 data SOC (add below) includes: Unlimited 4G LTE device data Unlimited domestic data roaming Optimized video streaming at 480p+ Unlimited 3G speed Smartphone Mobile Hotspot after 11 GB is used (up to 600 kbps) 11 GB 4G LTE Smartphone Mobile Hotspot Stateside International Unlimited Texting Simple Global Mobile Without Borders Gogo in-flight 1 hour (unlimited flights)	$69.00	16%	$57.96	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KB	Unlimited	11GB	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	New Activations OnlyRequires One of the below data SOCs: GOVFR	Yes
GFRP41TS2	First Responder Unlimited Plus for Tablets 2.0 Subsidy 2 - 41 GB hotspot Unlimited 4G LTE device data Unlimited messaging 41 GB 4G LTE Smartphone Mobile Hotspot Unlimited HD video streaming at 1080p (must be activated) Unlimited domestic data roaming Not subject to the fair use prioritization threshold Unlimited Gogo in-flight Wi-Fi Unlimited 3G Smartphone Mobile Hotspot after 41 GB is used Simple Global —Unlimited 2G data at 2x speeds in 210+ destinations (up to 256kbps) Stateside International Unlimited Texting Mobile Without Borders	$81.00	16%	$68.04	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	41GB	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	New Activations Only	Yes
GFRP41TS3	First Responder Unlimited Plus for Tablets 2.0 Subsidy 3 - 41 GB hotspot Unlimited 4G LTE device data Unlimited messaging 41 GB 4G LTE Smartphone Mobile Hotspot Unlimited HD video streaming at 1080p (must be activated) Unlimited domestic data roaming Not subject to the fair use prioritization threshold Unlimited Gogo in-flight Wi-Fi Unlimited 3G Smartphone Mobile Hotspot after 41 GB is used Simple Global —Unlimited 2G data at 2x speeds in 210+ destinations (up to 256kbps) Stateside International Unlimited Texting Mobile Without Borders	$93.00	16%	$78.12	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	41GB	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	New Activations Only	Yes
GUFRSUB1	First Responder Unlimited for Phones 2.0 Subsidy 1 Unlimited talk and text Not subject to the fair usage prioritization threshold $0 data SOC (add below) includes: Unlimited 4G LTE device data Unlimited domestic data roaming Optimized video streaming at 480p+ Unlimited 3G speed Smartphone Mobile Hotspot after 11 GB is used (up to 600 kbps) 11 GB 4G LTE Smartphone Mobile Hotspot Stateside International Unlimited Texting Simple Global Mobile Without Borders Gogo in-flight 1 hour (unlimited flights)	$46.00	16%	$38.64	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KB	Unlimited	11GB	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	New Activations OnlyRequires One of the below data SOCs: GOVFR	Yes
GUFRSUB2	First Responder Unlimited for Phones 2.0 Subsidy 2 Unlimited talk and text Not subject to the fair usage prioritization threshold $0 data SOC (add below) includes: Unlimited 4G LTE device data Unlimited domestic data roaming Optimized video streaming at 480p+ Unlimited 3G speed Smartphone Mobile Hotspot after 11 GB is used (up to 600 kbps) 11 GB 4G LTE Smartphone Mobile Hotspot Stateside International Unlimited Texting Simple Global Mobile Without Borders Gogo in-flight 1 hour (unlimited flights)	$58.00	16%	$48.72	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KB	Unlimited	11GB	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	New Activations OnlyRequires One of the below data SOCs: GOVFR	Yes
GUFRSUB3	First Responder Unlimited for Phones 2.0 Subsidy 3 Unlimited talk and text Not subject to the fair usage prioritization threshold $0 data SOC (add below) includes: Unlimited 4G LTE device data Unlimited domestic data roaming Optimized video streaming at 480p+ Unlimited 3G speed Smartphone Mobile Hotspot after 11 GB is used (up to 600 kbps) 11 GB 4G LTE Smartphone Mobile Hotspot Stateside International Unlimited Texting Simple Global Mobile Without Borders Gogo in-flight 1 hour (unlimited flights)	$69.00	16%	$57.96	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KB	Unlimited	11GB	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	New Activations OnlyRequires One of the below data SOCs: GOVFR	Yes
GGEOBSCTI	Geotab Fleet Management Base Plan GPS location, VIN, Driver ID, and basic IOX support worldwide	$15.00	16%	$12.60	N/A	N/A	n/a	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	Unlimited	N/A	N/A	N/A	N/A	No	Geotab Device	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited data @512kbps speedCanada and Mexico roaming (all oth	Yes
GGEOHOSTI	Geotab Fleet Management Regulatory Plan Hours of Service, IFTA and Temperature Monitoring functionality over the Base plan. Geared toward assisting fleets in meeting a range of compliance regulations in the USA and Canada	$23.50	16%	$19.74	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	Unlimited	N/A	N/A	N/A	N/A	No	Geotab Device	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited data @512kbps speedCanada and Mexico roaming (all oth	Yes
GGEOPROTI	Geotab Fleet Management Pro Plan The functionality of the Regulatory plan and support for engine and accelerometer data worldwide	$29.00	16%	$24.36	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	Unlimited	N/A	N/A	N/A	N/A	No	Geotab Device	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited data @512kbps speedCanada and Mexico roaming (all oth	Yes
GGEOPRXTI	Geotab Fleet Management Pro Plus Plan The ProPlus plan offers the greatest functionality, including Active Tracking, a lifetime warranty, and premium services including EV data worldwide	$35.00	16%	$29.40	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	Unlimited	N/A	N/A	N/A	N/A	No	Geotab Device	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited data @512kbps speedCanada and Mexico roaming (all oth	Yes
G2GBMIZ0	EmpowerED Program 2GB Mobile Internet Unlimited data (speeds slow at GB allotment) Mobile Hotspot (speeds slow at GB allotment) Binge On 200MB Domestic data roaming Simple Global Mobile Without Borders Music Freedom All recurring taxes and fees included in MRC	$0.00	0%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	2GB	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Internet Connected Learning De	N/A	N/A	N/A	N/A	N/A	N/A	EmpowerEd application required from qualified educational institutions	Yes

G2GBMI10	EmpowerED Program 2GB Mobile Internet Unlimited data (speeds slow at GB allotment) Mobile Hotspot (speeds slow at GB allotment) Binge On 200MB Domestic data roaming Simple Global Mobile Without Borders Music Freedom All recurring taxes and fees included in MRC	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	2GB	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Internet Connected Learnine Dev	N/A	N/A	N/A	N/A	N/A	N/A	N/A	EmpowerEd application required from qualified educational institutions	Yes
GUNLMIN2	EmpowerED Program Unlimited 4G LTE Mobile Internet Unlimited data (speeds slow at GB allotment) Mobile Hotspot (speeds slow at GB allotment Binge On 200MB Domestic data roaming Simple Global Mobile Without Borders Music Freedom All recurring taxes and fees included in MRC	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Internet Connected Learnine Dev	N/A	N/A	N/A	N/A	N/A	N/A	N/A	EmpowerEd application required from qualified educational institutions	Yes
GMIUNLMTM	EmpowerED 2.0 Program Unlimited Mobile Internet Unlimited data (speeds slow at 2GB allotment for limited bucket plan) Mobile Hotspot (speeds slow at 2GB allotment for limited bucket plan). Unlimited hotspot version speeds do not slow. Binge On 200MB Domestic data roaming Simple Global Mobile Without Borders Music Freedom All recurring taxes and fees included in MRC Optional content filter: GEDFLTER0 - for filtering content on EmpowerED devices	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	2GB	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	Yes	Internet Connected Learning Dev	N/A	N/A	N/A	N/A	N/A	N/A	N/A	EmpowerEd application required from qualified educational institutions	Yes
GEDFLTER0	Add-On: EDU EmpowerED Filtering Optional content filtering feature for EmpowerEd Lines	$0.00	0%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Internet Connected Learning Dev	Content Filtering	N/A	N/A	N/A	N/A	N/A	N/A	N/A	EmpowerEd application required from qualified educational institutions	Yes
GVFRUNL0 & GVFRUNLD4	Government First Responder Voice $0	$0.00	0%	$0.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	Feature Dependant	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
GVFR1SUNL & GVFRULDT	GovFirstRespond New UNLPLUS	$15.00	0%	$15.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	Feature Dependant	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
GSMHSMTM	EmpowerED 2.0 SMHS Month to Month Unlimited data (speeds slow at 2GB allotment for limited bucket plan) Mobile Hotspot (speeds slow at 2GB allotment for limited bucket plan). Unlimited hotspot version speeds do not slow. Binge On 200MB Domestic data roaming Simple Global Mobile Without Borders Music Freedom All recurring taxes and fees included in MRC Optional content filter: GEDFLTER0 - for filtering content on EmpowerED devices	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	2GB	N/A	KB	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Tablet or Mobile Internet Device	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Plans are voice barred\Customers can use non-native SMS services such as WhatsApp, Facebook messenger, etc	Yes
GCONHER0	Connecting Heroes Voice Unlimited talk, text, & 4G LTE data Unlimited domestic roaming Not subject to the fair usage prioritization threshold Optimized video streaming at 480p 1GB of 4G LTE Smartphone Mobile Hotspot (Unlimited 3G after the bucket is used) Stateside International Unlimited Texting Mobile Without Borders - 128kbps	$0.00	0%	$0.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	1GB	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Requres: GVFRUNLDA SOC for Included Data $0 Customer will still be responsible for any open EIPs. No minimum line requirement. Not subject to the fair usage prioritization threshold. WPS is not included with this plan, but the feature is compatible - customer must request approval for WPS service at https://www.dhs.gov/requesting-gets-and-wps This is a single line rate plan and can't be on a BAN with regular family/pooling plans. No minimum line requirement. Not subject to the fair usage prioritization threshold. Subscriber must be qualified Fire, Police, or EMS	Yes
GVFR1SUNL	Connecting Heroes AMP Unlimited talk, text, & 4G LTE data Unlimited domestic roaming Not subject to the fair usage prioritization threshold 20GB of 4G LTE Smartphone Mobile Hotspot (Unlimited 3G after the bucket is used) Unlimited HD streaming passes (must be activated) Stateside International Unlimited Texting Simple Global Unlimited 2G data at 2x speeds in 210+ destinations (up to 256kbps) Mobile Without Borders Unlimited Gogo Inflight Wi-Fi (unlimited flights/sessions) Name ID & VTT	$15.00	0%	$15.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	20GB	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Requres: GVFRULDT SOC for Connecting Heroes Government First Responder Plus Data $0 $15 plan is tax exclusive. Customers are billed standard taxes and fees per line Customer will still be responsible for any open EIPs Customer must request approval for WPS service at https://www.dhs.gov/requesting-gets-and-wps This is a single line rate plan and can't be on a BAN with regular family/pooling plans. No minimum line requirement. Not subject to the fair usage prioritization threshold. Subscriber must be qualified Fire, Police, or EMS	Yes
GTMOXESTE	Moxee Signal Rate Plan - Government Unlimited 3G data Unlimited Text Unlimited domestic data roaming International roaming in Simple Global countries (including Canada and Mexico)	$15.00	16%	$12.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	3G	Unlimited	N/A	N/A	N/A	N/A	BYOD, Device not available from T-Mobile	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Rate plan does not support devices other than Moxee Signal	Yes
GP10M + G100GP10M	Project 10Million TPB 100 GB Per Year Program Plan (NSLP) 100 GB data per year. Choice of P10M Mobile hotspot device or SIM card included and discount for select WiFi devices. Education grade Web Filtering. For eligible NSLP student household only. Subject to annual state allotment and Education PM approvals. 5 year T-Mobile commitment.	$0.00	0%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	GB/Annual	100	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Hotspot device	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Subject to annual state allotment and Education PM approvals. 5 year T-Mobile commitment.	Yes
GAMP100SL	Project 10Million TPB 100 GB Per Month Program Plan (NSLP) 100 GB data per month. Choice of P10M Mobile hotspot device or SIM card included and discount for select WiFi devices. For eligible NSLP student household only. Subject to annual state allotment and Education PM approvals. 5 year T-Mobile commitment.	$12.00	0%	$12.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	GB/Month	100	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Hotspot device	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Subject to annual state allotment and Education PM approvals. 5 year T-Mobile commitment.	Yes
PP10M15UN	Project 10Million Unlimited Program Plan (NSLP) Unlimited data per month. Choice of P10M Mobile hotspot device or SIM card included and discount for select WiFi devices. For eligible NSLP student household only. Subject to annual state allotment and Education PM approvals. 5 year T-Mobile commitment.	$15.00	0%	$15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	GB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Hotspot device	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Subject to annual state allotment and Education PM approvals. 5 year T-Mobile commitment.	Yes
GAMP100	Project 10Million TPB 100 GB Per Month General Rate Plan (NSLP & Non-NSLP) 100 GB data per month (Month-to-Month Term). Choice of P10M Mobile hotspot device or SIM card included and discount for select WiFi devices.	$12.00	0%	$12.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	GB/Month	100	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Hotspot device	N/A	N/A	N/A	N/A	N/A	N/A	N/A		Yes
P10MUN15	Project 10Million General Unlimited Plans (NSLP & Non-NSLP) Unlimited data per month (2 year commitment). Choice of P10M Mobile hotspot device or SIM card included and discount for select WiFi devices.	$15.00	0%	$15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	GB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Hotspot device	N/A	N/A	N/A	N/A	N/A	N/A	N/A	2 year T-Mobile commitment	Yes
P10MUN20	Project 10Million General Unlimited Plan (NSLP & Non-NSLP) Unlimited data per month (1 year commitment). Choice of P10M Mobile hotspot device or SIM card included and discount for select WiFi devices.	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	GB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Hotspot device	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1 year T-Mobile commitment	Yes
P10MUN25	Project 10Million General Unlimited Plan (NSLP & Non-NSLP) Unlimited data per month (Month-to-Month Term). Choice of P10M Mobile hotspot device or SIM card included and discount for select WiFi devices.	$25.00	0%	$25.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	GB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Hotspot device	N/A	N/A	N/A	N/A	N/A	N/A	N/A		Yes

***Requirements for the Government Unlimited Rate Plan with Subsidy Allowance and First Responder Government Rate Plan with Subsidy Allowance - Smartphones**

1) For the Subsidy to be effective, Customer will activate a line of Service under its Master Account. Each line of Service must be activated and maintained for at least 24 months from the date of activation without any suspension or termination of any line of Service (the "**Subsidy Term**");
2) Each line of Service must remain active, without suspension, for a 90-day period following the activation ("**Minimum Activations Period**");
3) Each line of Service must be activated in accordance with the terms of the Agreement;
4) Each line of Service which is activated under the Master Account can only qualify once for a device subsidy during the Initial Term;
5) The subsidy cannot be combined with any other discounts, credits or promotional offers; and
6) Customer's account with T-Mobile must be in good standing to receive the subsidy.

Minimum Activation Period/Termination. If any line of Service that received a Subsidy or any other future credit that T-Mobile may agree to provide to Customer is terminated prior to the end of the Subsidy Term, then Customer agrees to pay or reimburse T-Mobile the pro rata portion of the Subsidy that has been credited by T-Mobile to the Customer for each terminated line of Service (for purposes of illustration only, if Customer terminates the applicable line 12 months following activation, and if T-Mobile has issued a subsidy of $150 for such line, then Customer will reimburse T-Mobile $75 (i.e. 50% [12/24 months] X $150) for such terminated line). Customer may either (i) pay T-Mobile the aggregate amount of issued subsidy for terminated lines of Service which are terminated before the end of the Subsidy Term within 30 days of termination of the affected lines of Service; or (ii) T-Mobile may charge Customer for the Activation Credits issued for each terminated lines of Service and Customer agrees to pay T-Mobile for the Subsidy issued to Customer for the terminated lines within 30 days of issuance of notice by T-Mobile.

*** EmpowerED Program Plans** are available to elementary, middle and high schools, and districts across the U.S. Schools or districts. The eligibility criteria and EmpowerED Program offers are posted here: https://www.t-mobile.com/business/education/empowered2.

Requirements to qualify for Subsidy allowance under EmpowerED Program:

– For the Device Discount/Subsidy to be effective, Customer must purchase a Device from T-Mobile with an activated line of Service based on the EmpowerED rate plan listed under its Master Account. Each line of Service must be activated and maintained for at least the Term without any suspension or termination of any line of Service that received the Device Discount/Subsidy (the "Device Discount/Subsidy Term");

– Customer agrees that it cannot change or move the lines of Service with a Device Discount/Subsidy to a rate plan with a different or lower Rate Plan during the Device Discount/Subsidy Term and if it does, Customer will reimburse T-Mobile for a pro rata portion of the Device Discount/Subsidy received for each month remaining in the Device Discount/Subsidy Term.
– Each line of Service and each Device purchased must be activated in accordance with the terms of the Master Agreement;
– This Device Discount/Subsidy cannot be combined with any other discount or promo offers;
– Customer's account must remain in good standing with T-Mobile to receive the Device Discount/Subsidy; and
– Lines of Service that are terminated or suspended (without reactivation) within the Device Discount/Subsidy Term will be subject to repayment of the Device Discount/Subsidy. Customer may suspend lines during the summer months while Customer is not in session; however, the terms for those lines will be extended to qualify for the Device Discount/Subsidy Term, and the months while the lines are suspended will not qualify to meet the Device Discount/Subsidy Term.
*First Responder plans (excluding Connecting Heroes) are restricted to qualifying state government, local government and tribal government fire, police, and EMS agencies who verify eligibility. Minimum qualification is meeting one of the following NAICS Codes (i) Police Protection 922120, (ii) Fire Protection 922160, (iii) Ambulance Services 621910). Final eligibility determinations are in T-Mobile's discretion.
Project 10Million
Limited time offer; subject to change. Available lines are limited. Intended for student mobile connectivity. Must verify student National School Lunch Program eligibility. 1 offer per household. Confirm your program can accept free equipment and/or service. Roaming not available. Annual data service ends at earlier of 100GB or 365 days; monthly data service ends at 100GB on $12 plan. Excessive switching between data allotments may be limited. Monthly Regulatory Programs (RPF) & Telco Recovery Fee (TRF) totaling $1.16 per data only line ($0.15 for RPF & $1.01 for TRF) apply for paid plans. Video streams at up to 1.5Mbps. Optimization may affect speed of video downloads; does not apply to video uploads. For best performance, leave any video streaming applications at their default automatic resolution setting. Coverage not available in some areas. Network Management: Service may be slowed, suspended, terminated, or restricted for misuse, abnormal use, interference with our network or ability to provide quality service to other users, or significant roaming. During congestion the small fraction of customers using >50GB/mo. may notice reduced speeds until next monthly cycle due to data prioritization. See T-Mobile.com/OpenInternet for details. See Terms and Conditions (including arbitration provision) at www.T-Mobile.com for additional information.
Connecting Heroes plans not eligible for any aggregate volume discount; $15 price does not include applicable taxes, fees and surcharges. Video typically streams on smartphone/tablet at DVD quality (480p). Coverage not available in some areas and may be impacted by emergencies; check your response area. Monthly Regulatory Programs (RPF) & Telco Recovery Fee (TRF) totaling $3.18 per voice line ($0.60 for RPF & $2.58 for TRF) applies to $15 plan; taxes/fees approx. 0–19% of bill. Unlimited talk & text features for direct communications between 2 people; others (e.g., conference & chat lines, etc.) may cost extra; additional costs posted here: https://www.t-mobile.com/support/account/out-of-plan-phone-numbers. Unlimited high-speed data US only. In Canada/Mexico, up to 5GB high-speed data then unlimited at up to 128Kbps. Additional international features available for purchase. Not available for hotspots and some other data-first devices. On $0 plan, video streams at up to 1.5Mbps unless you add Plus. Optimization may affect speed of video downloads; does not apply to video uploads. For best performance, leave any video streaming applications at their default automatic resolution setting. Tethering: 1GB high-speed data (20GB with Plus) then unlimited on our network at max 3G speeds. For the small fraction of customers using >50GB/mo., primary data usage must be on smartphone or tablet. Network Management: Program/Service may be slowed, suspended, terminated, or restricted for interference with our network or ability to provide quality service to other users or abusive/excessive use. On-device usage is prioritized over tethering usage, which may result in higher speeds for data used on device. See T-Mobile.com/OpenInternet for details. See Terms and Conditions at www.T-Mobile.com for additional information.
**Connecting Heroes plans are restricted to qualifying state government, local government and tribal government fire, police, and EMS agencies who verify eligibility. Final eligibility determinations are in T-Mobile's discretion. Meeting one of the following NAICS Codes is required, but is not the sole basis for eligibility: Police Protection 922120 Fire Protection 922160, Ambulance Safety Services 621910. Additionally, qualifying in one of the following subcategories is required:
-Police, fire, or emergency medical services first responders
-Public safety or law enforcement command -Police, sheriff, fire, or emergency medical services
-Police or fire chiefs and their staff -Police or fire field command
-Police or fire dispatch -911 call centers
**Total Line Eligibility and Line Limits for Connecting Heroes. Customer may be subject to a limit on lines using either, or a combination of both, the $0 and $15 rate plans ("Line Limit"). Line Limits are based on number of personnel performing first responder functions as described herein ("Qualifying Headcount"). By way of example only, Qualifying Headcount will include, but will not be limited to, firefighters, EMTs, police officers, and dispatchers, but will not include, by way of example only, maintenance staff and office staff. In its sole discretion, T-Mobile will review the Customer's Line Limit based on Customer's Qualifying Headcount. T-Mobile may request documentation from Customer relating to its Qualifying Headcount. T-Mobile may also re-verify Customer's Qualifying Headcount on a regular basis during the Term of the Addendum. Changes in Customer's Qualifying Headcount may affect Customer's total Line Limit.
General Rate Plan Terms and Conditions: On all T-Mobile plans, for the small fraction of customers using >50GB/mo., primary data usage must be on smartphone or tablet. Smartphone and tablet usage is prioritized over Mobile Hotspot Service (tethering) usage, which may result in higher speeds for data used on smartphones and tablets. Not all features available on all devices. Unlimited talk & text features for direct communications between 2 people. Not for extended international use; you must reside in the U.S. and primary usage must occur on our network. Device must register on our network before international use.
Tethering: Tethering at max 3G. Service may be terminated or restricted for excessive roaming.
Simple Global: Usage may be taxed in some countries. Calls from Simple Global countries over Wi-Fi are $.20/min. (no charge for Wi-Fi calls to US, Mexico and Canada). Standard speeds approx. 128Kbps without Plus; with Plus approx. 256 Kbps. See http://www.t-mobile.com/optional-services/roaming.html for included countries and destinations. The list is subject to change at T-Mobile's discretion.
Stateside Int'l Talk: Calls must originate on T-Mobile's U.S. network or in Canada/Mexico. Rates and included countries vary and may change. On-network and U.S. roaming data allotments differ; includes 200 MB domestic roaming. Partial megabytes rounded up. Select companion smartphone and separate qualifying service on each device required.
Simple Choice North America General Terms: Additional usage taxed in some countries. Charges apply for calls to other countries. Call forwarding only to U.S. numbers. Partial minutes/megabytes rounded up. Full speeds available up to monthly allotment, including tethering (Unlimited on-smartphone 4G LTE data option includes 14 GB of tethering); then, slowed to up to 2G speeds through bill cycle. Certain uses, e.g., some speed test apps, may not count against high-speed data allotment or have speeds reduced after allotment reached. U.S. roaming and on-network data allotments differ; see your selected service for details.
Data Stash: Up to 20 GB of on-network data from past 12 months carries over to next billing cycle for as long as you maintain qualifying service. Coverage not available in some areas; we are not responsible for our partners' networks.
Network Management: Service may be slowed, suspended, terminated, or restricted for misuse, abnormal use, interference with our network or ability to provide quality service to other users, or significant roaming. See T-Mobile.com/OpenInternet for data management details.
Moxee Signal Rate Plan - Government
Moxee Signal rate plan is used by customers who have the Moxee Signal Personal Safety Wearable device; Unlimited 3G data; Unlimited Text; Unlimited domestic data roaming; International roaming in Simple Global countries (including Canada and Mexico; Not available in Arizona; Monitoring service provided on behalf of Moxee by KonnectONE LLC; Requires a Moxee signal device purchased through KonnectONE LLC. Customer's use of the Moxee signal device and related monitoring services is subject to acceptance of the Terms of Service for Moxee Signal ("Moxee Terms"); Customer is responsible for agreeing to the Moxee Terms in the manner required by KONNECTONE, LLC.
Geotab: Customer's use of the MyGeotab Application is subject to acceptance of the Geotab End User Agreement Terms and Conditions presented to Customer upon first log-in to the MyGeotab Application ("Geotab Terms"). Customer may log-in to the MyGeotab Application at http://my.geotab.com.

STATE OF UTAH
CONTRACT AMENDMENT

AMENDMENT # 3 To **CONTRACT** # MA176

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between the State of Utah, Division of Purchasing referred to as State Entity and, T-Mobile USA, Inc., referred to as Contractor.

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

1. **Contract period:**

7/1/2019	(original starting date)
8/11/2024	(current ending date)
8/11/2024	**new ending date**

2. **Other changes:** (attach other sheets if necessary):

The Parties agree as follows:
In this Amendment, changes to pre-existing Contract language will use ~~strike through~~ for deletions and underlining for insertions.

REVISION 1. Attachment A – NASPO ValuePoint Master Agreement Terms and Conditions is amended as follows:

5. Participants and Scope

b. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies and political subdivisions are subject to the approval of the respective State Chief Procurement Official. Other Participating Entities (including cooperatives) authorized by individual state statutes to use state contracts including Native American government tribes and non-profit organizations, may be subject to the approval of the respective State Chief Procurement Official and/or their respective procurement rules. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official. NASPO ValuePoint shall determine, manage, and communicate to Contractor the process of obtaining any required approval or consent of the respective State Chief Procurement Official, as set forth in Section 5, and what constitutes a Participating Addendum and its required documentation.

3. **Effective Date of Amendment**: 08/26/2020

All other conditions and terms in the original contract and previous amendments remain the same.

IN WITNESS WHEREOF, the parties sign and cause the amendment to be executed.

CONTRACTOR

DocuSigned by:
8F086CC9343748C...

9/2/2020

Contractor's signature Date

David Bezzant Vice President

Type or Print Name and Title

STATE

09/09/2020

Director, Division of Purchasing Date

Approved by Public Sector Legal As To Legal Form – KC 8/31/20

Christopher Jennings	801-957-7151	385-465-6008	ctjennings@utah.gov
Agency Contact Person	Telephone Number	Fax Number	Email

DocuSign Envelope ID: CB963A55-DA9B-4FEF-8EF1-A4061175D1CC

AMENDMENT No.2
TO THE MASTER AGREEMENT #MA176
Between
STATE OF UTAH DIVISION OF PURCHASING
And
T-MOBILE USA, INC.

THIS AMENDMENT is made by and between the State of Utah, Division of Purchasing ("State"), T-Mobile USA, Inc., ("T-Mobile" or "Contractor") to the NASPO ValuePoint Master Agreement #MA176 for Wireless Data, Voice and Accessories, and is effective as of the date the second party signs this Amendment No. 2 ("Amendment Effective Date").

BACKGROUND

A. The State entered into a Master Agreement #MA176 with T-Mobile, pursuant to Bid #CJ18012, with an effective date of July 1, 2019 ("T-Mobile NASPO Agreement");

B. The State entered into a Master Agreement #MA262 with Sprint Solutions, Inc., ("Sprint"), pursuant to Bid #CJ18012, with an effective date of December 6, 2019 ("Sprint MA262 NASPO Agreement");

C. Effective April 1, 2020: (i) T-Mobile US, Inc., the parent company of Contractor merged with Sprint Corporation, the parent company of Sprint Solutions, Inc.; (ii) as a result of the merger, Sprint Corporation and all its subsidiaries, including Sprint Solutions, Inc., are now subsidiaries of T-Mobile US, Inc.; (iii) Contractor and Sprint continue to be valid, wholly-owned subsidiaries of T-Mobile US, Inc.; and (iv) T-Mobile and Sprint will continue to perform their respective obligations relating to the T-Mobile NASPO Agreement or the Sprint MA262 NASPO Agreement;

D. The T-Mobile NASPO Agreement and the Sprint MA262 NASPO Agreement will continue in accordance with their respective terms and conditions; and

E. The goal for T-Mobile, Sprint and the State is to: (i) bring the Sprint MA262 NASPO Agreement Participating Entities and Purchasing Entities (collectively the "Sprint MA262 Entities") under the T-Mobile NASPO Agreement; (ii) provide a process for the other Sprint NASPO Master Agreement #1907 Participating Entities and Buyers that have not signed a Participating Addendum under Sprint MA262 NASPO Agreement (collectively the "Other Sprint 1907 Entities") to move under the T-Mobile NASPO Agreement; and (iii) incorporate into the T-Mobile NASPO Agreement the Sprint Products and Services listed in the Sprint MA262 NASPO Agreement for the benefit of the Sprint MA262 Entities and the Other Sprint 1907 Entities.

AGREEMENT

The parties agree to amend this T-Mobile NASPO Agreement as follows:

1. T-Mobile and NASPO will coordinate with Sprint MA262 Entities under the Sprint MA262 NASPO Agreement to migrate accounts to the corresponding Participating Addenda under the T-Mobile NASPO Agreement. The preferred migration methods will be through either

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the execution of an amendment with each of the Sprint MA262 Entities current Participating Addenda to associate each with the T-Mobile NASPO Agreement as the governing master agreement, or an opt in/opt out type notification to all Sprint MA262 Entities. The Sprint MA262 NASPO Agreement will remain in full force and effect until such time as all Sprint MA262 Entities under the Sprint Participating Addenda migrate to the T-Mobile NASPO Agreement.

2. T-Mobile and NASPO will coordinate with the Other Sprint 1907 Entities under the Sprint NASPO Agreement #1907 to migrate accounts to Participating Addenda under the T-Mobile NASPO Agreement. The preferred migration methods will be through either the execution of an amendment with each of the Other Sprint 1907 Entities' current Participating Addenda to associate each with the T-Mobile NASPO Agreement as the governing master agreement, or an opt in/opt out type notification to all Other Sprint 1907 Entities. The Sprint NASPO Agreement #1907 will remain in full force and effect until it expires in accordance with its terms.
3. All wireless Products and Services from the Sprint MA262 NASPO Agreement are incorporated by reference into this T-Mobile NASPO Agreement for the sole purpose of allowing the continued use by the Sprint MA262 Entities and the Other Sprint 1907 Entities.
4. Until such time as the Sprint MA262 Entities and the Other Sprint 1907 Entities migrate to the T-Mobile Network, Sprint will continue to provide and offer existing Sprint Products and Services to the Sprint MA262 Entities and the Other Sprint 1907 Entities on the Sprint Networks and via separate Sprint invoices in accordance with the incorporated pricing, terms and conditions of the Sprint MA262 NASPO Agreement. Such pricing, terms and condition include but are not limited to, the applicable sections for Billing, Payment, Ordering, Administrative Fees, and NASPO ValuePoint Summary and Detailed Usage Reports from Attachment A and the incorporation of Attachment AA in their entirety from the Sprint MA262 NASPO Agreement.
5. Attachment G (Plan Description) from the Sprint MA262 NASPO Agreement is incorporated into this T-Mobile NASPO Agreement as the new Attachment G-1 (Sprint Legacy Plans) and will continue to govern pricing for the Sprint MA262 Entities and the Other Sprint 1907 Entities using the Sprint Products and Services.
6. It is further agreed that as of the Amendment Effective Date, only Sprint MA262 Entities and the Other Sprint 1907 Entities are permitted to continue to purchase and use the Sprint Products and Services and pricing in Attachment G-1. Except as provided in the preceding sentence, all existing and new Purchasing Entities under the T-Mobile NASPO Agreement, and all Orders under new accounts will be limited to purchasing T-Mobile Products, Services and solutions. Sprint MA262 Entities and the Other Sprint 1907 Entities will be permitted to purchase T-Mobile wireless Products and Services under the T-Mobile NASPO Agreement on separate T-Mobile account(s).
7. To facilitate contract administration, the parties agree that T-Mobile or Sprint may sign on behalf of Sprint.

All other terms and conditions of this T-Mobile NASPO Agreement and amendments shall remain unchanged, in full force and effective, and fully applicable to the parties.

WHEREFORE the parties hereto have set their hand and seal to this Amendment as of the Amendment Effective Date.

T-MOBILE USA, INC.
By (Authorized Signature)

DocuSigned by:
By: _____
8F686CC9343743C...

Print: David Bezzant

Title: Vice President

Date: 7/14/2020

STATE OF UTAH
DIVISION OF PURCHASING
By (Authorized Signature)

By: _____

Print: Christopher Hughes

Title: Director & Chief Procurement Officer

Date: 07/14/2020

Legal Approved by:

DocuSigned by:
Kevin Creed 7/14/2020
5A2F9690 4D264C3...
T-Mobile USA, Inc. Legal Dept.

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STATE OF UTAH
CONTRACT AMENDMENT

AMENDMENT # 1 To **CONTRACT** # MA176-1

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between the State of Utah, **Division of Purchasing referred to as State Entity and, T-Mobile USA, Inc., referred to as Contractor.**

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

1. **Contract period:**

7/1/2019 (original starting date)

6/30/2024 (current ending date)

8/11/2024 **new ending date**

2. **Agreed to changes:**

The Parties Agree as follows:

Rename the Master Agreement from "MA176-1" to "MA176"

To set the term end at 8/11/2024 to align the termination dates with all contracts in the wireless portfolio.

4. **Effective Date of Amendment**: 2/14/2019

All other conditions and terms in the original contract and previous amendments remain the same.

IN WITNESS WHEREOF, the parties sign and cause the amendment to be executed.

CONTRACTOR

DocuSigned by:
2/25/2020
Contractor's signature Date

David Bezzant Sr.Director
Type or Print Name and Title

STATE

Feb 25, 2020
Director, Division of Purchasing Date

Christopher Jennings	801-957-7151	N/A	ctjennings@utah.gov
Agency Contact Person	Telephone Number	Fax Number	Email

(Revision 04 October 2018)

Reviewed and Approved as to Form:

DocuSigned by:
Reviewed and Approved as to Form:
Odette Polintan, Senior Corporate Counsel
T-Mobile USA, Inc. Legal Department
0B531AD6CE8C41C...
T-Mobile USA, Inc. Legal Dept.

Contract #: MA176-1

STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Utah Division of Purchasing and the following Contractor:

T-Mobile USA, Inc.
Name

12920 SE 38th Street
Street Address

Bellevue	WA	98006-1350
City	*State*	*Zip*

Vendor # 94253A Commodity Code #: 72551, 91579 Legal Status of Contractor: For-Profit Corporation

Contact *Name:* David Bezzant *Phone Number:* +1 602-512-5006 *Email:* David.Bezzant@T-Mobile.com

2. CONTRACT PORTFOLIO NAME: NASPO ValuePoint Wireless Data, Voice, and Accessories.

3. GENERAL PURPOSE OF CONTRACT: Wireless Data, Voice, and Accessories.

4. PROCUREMENT: This contract is entered into as a result of the procurement process on FY 2019, Solicitation# CJ18012

5. CONTRACT PERIOD: Effective Date: Monday, July 01, 2019. Termination Date: Sunday, June 30, 2024 unless terminated early or extended in accordance with the terms and conditions of this contract.

6. Administrative Fee (if any): 0.25% on Corporate/Government Responsible (CRU) accounts and 0.10% on all Individual Responsible (IR.

7. Prompt Payment Discount Details (if any): 5 Year contract that may be extended an additional 5 years.

8. ATTACHMENT A: Master Terms and Conditions

ATTACHMENT AA: Contractors Supplemental Terms and Conditions

ATTACHMENT B: Scope of Work

ATTACHMENT C: Cost Sheet

ATTACHMENT G: Plan Description

ATTACHMENT H: Award Category 1 Reporting Template

ATTACHMENT I: Award Category 2 Reporting Template

ATTACHMENT J: Award Category 3 Reporting Template

ATTACHMENT L: Network Technology Questionnaire

ATTACHMENT M: New Product Request Form

ATTACHMENT N: New Product Log

ATTACHMENT S: Security Disclosures

ATTACHMENT V: Award Category Sheet

ATTACHMENT W: Award Category Sheet

Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.

9. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
   a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
   b. Utah Procurement Code, Procurement Rules, and Contractor's response to solicitation #CJ18012.

10. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 5 above.

CONTRACTOR

DocuSigned by:
James Kirby
548F389356F9490...
Contractor's signature — 7/17/2019 Date

James Kirby — Vice President
Type or Print Name and Title

DIVISION OF PURCHASING

Aug 16, 2019
Director, Division of Purchasing — Date

Reviewed and Approved as to Form:
DocuSigned by:
0B531AD8CE0C41C...
7/17/2019
T-Mobile USA, Inc. Legal Dept.

Internal Contract Tracking #: MA176-1 Solicitation #: CJ18012 Vendor #: 94253A

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Attachment A:
NASPO ValuePoint Master Agreement Terms and Conditions

1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

(1) A Participating Entity's Participating Addendum ("PA");
(2) NASPO ValuePoint Master Agreement Terms & Conditions;
(3) A Purchase Order issued against the Master Agreement;
(4) The Specifications or Statement of Work;
(5) The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
(6) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State, including Contractor's Special Terms and Conditions, attached as Attachment AA.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions

Acceptance is defined by the applicable commercial code, except Acceptance shall not occur before the completion of delivery in accordance with the Order, installation if required, and a reasonable time for inspection of the Product.

Contractor means the person or entity delivering Products or performing Services under the terms and conditions set forth in this Master Agreement.

Embedded Software means one or more software applications which permanently reside on a computing device.

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

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Lead State means the State centrally administering any resulting Master Agreement(s).

Master Agreement means the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.

NASPO ValuePoint is the cooperative contracting arm of the National Association of State Procurement Officials (NASPO) a non-profit organization formed in 1947 to promote public procurement throughout the country. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and the NASPO ValuePoint administrative fee; and may perform contract administration functions relating to collecting and receiving reports and fees, as well as other contract administration functions as assigned by the Lead State.

Order or **Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Services and/or Products.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity; however, a Participating State listed in the Request for Proposal is not required to participate through execution of a Participating Addendum.

Products means any equipment, software (including Embedded Software), documentation, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement.

Purchasing Entity means a state (as well as the District of Columbia and U.S. territories), city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states authorized to place an Order under the terms of this Master Agreement, that issues a Purchase Order against this Master Agreement.

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Services mean wireless service plans and related installation and maintenance services or other solutions.

NASPO ValuePoint Program Provisions

3. Term of the Master Agreement

a. The initial term of this Master Agreement is for Five (5) years. This Master Agreement may be extended beyond the original contract period for up to Five (5) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

b. The Master Agreement may be extended for a reasonable period of time in adherence to the Lead State's Procurement Code, if in the judgment of the Lead State a follow-on, competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

4. Amendments

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

5. Participants and Scope

a. Contractor may not deliver Products and perform Services under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed; unless another method of ordering is authorized by NASPO ValuePoint. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Purchasing Entity, except to the extent altered, modified, supplemented or amended by a Participating Addendum or Purchase Order. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by a Purchasing Entity to place the Order.

b. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief

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Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

d. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

e. Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint Program requirements: Term of the Master Agreement; Amendments; Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.

f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent to participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum or placement of a Purchase Order is not a determination that procurement authority exists in the Participating Entity; each entity must ensure that they have the requisite procurement authority to execute a Participating Addendum or place an order under the Master Agreement.

g. Resale. “Resale” means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. Subject to any specific conditions included in the solicitation or Contractor’s proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products and Services (the definition of which includes services that are deliverables). Absent any such condition or explicit permission, this limitation does not prohibit: transfer between public agencies;

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payments by employees of a Purchasing Entity for Products or Services; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

6. Administrative Fees

a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of 0.25% on Corporate/Government Responsible (CRU) accounts and 0.10% on all Individual Responsible (IRU) accounts no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of Products and Services for both Corporate/Government Responsible (CRU) and Individual Response (IRU) accounts under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 6a shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

7. NASPO ValuePoint Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at http://calculator.naspovaluepoint.org. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state for Government Responsible accounts. A separate report shall be submitted and reported as cumulative totals by state for Individual Responsible (IRU) accounts. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than forty-five (45) days following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data using the format provided in Attachments H, I, J and K. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint no later than forty-five (45) days after the

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end of the reporting period. Reports shall be delivered to the Lead State and to NASPO ValuePoint electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under this Master Agreement.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, social security numbers or any other numerical identifier, may be submitted with any report.

d. Contractor shall provide NASPO ValuePoint with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary. The executive summary is due forty-five (45) days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

8. NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master Agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.

b. Contractor agrees, as Participating Addendums become executed, if requested by ValuePoint personnel, to provide plans to launch the program within the participating state. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the participating state.

c. Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider customer proposed terms and conditions, as deemed important to the customer, for

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possible inclusion into the customer agreement. Contractor will ensure that their sales force is aware of this contracting option.

d. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.

e. Contractor acknowledges that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.

f. The Lead State expects to evaluate the utilization of the Master Agreement at the annual performance review. Lead State may, in its discretion, cancel the Master Agreement pursuant to section 27, or not exercise an option to renew, when Contractor utilization does not warrant further administration of the Master Agreement. The Lead State may exercise its right to not renew the Master Agreement if vendor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than one year after award (or execution if later) of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement pursuant to section 27 or to terminate for default pursuant to section 29.

g. Contractor agrees to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in any public sector contracts or Cooperative Purchasing Agreements that will adversely affect the promotion of this Master Agreement or whose terms specifically provide for material adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions, subject to any applicable confidentiality obligations.

9. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the Services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

10. Price and Rate Guarantee Period

All prices and rates must be guaranteed for the initial term of the Master Agreement. Following the initial Master Agreement period, any request for price or rate adjustment must be for an

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equal guarantee period, and must be made at least (90 Days) days prior to the effective date. Requests for price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed.

11. Individual Customers

Except to the extent modified by a Participating Addendum or Purchase Order, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

Administration of Orders

12. Ordering

a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

b. Purchasing Entities may define entity or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of Products and/or Services contemplated by this Master Agreement.

d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

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(1) The Services or supplies being delivered;
(2) The place and requested time of delivery;
(3) A billing address;
(4) The name, phone number, and address of the Purchasing Entity representative;
(5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;
(6) A ceiling amount of the order for Services being ordered; and
(7) The Master Agreement identifier.

g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

13. Shipping and Delivery

a. The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

b. All deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to other than a loading dock, front

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lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.

c. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

14. Laws and Regulations

Any and all Services offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

15. Inspection and Acceptance

a. Where the Master Agreement or an Order does not otherwise specify a process for inspection and Acceptance, this section governs. This section is not intended to limit rights and remedies under the applicable commercial code.

b. All Products are subject to inspection at reasonable times and places before Acceptance. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

c. If any Services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the Services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the contract price to reflect the reduced value of Services performed with agreement by Contractor.

d. The warranty period shall begin upon Acceptance.

e. Acceptance Testing may be explicitly set out in a Master Agreement to ensure conformance to an explicit standard of performance. Acceptance Testing means the process set forth in the Master Agreement for ascertaining that the Product or Service meets the standard of performance prior to Acceptance by the Purchasing Entity. If Acceptance Testing is prescribed, this subsection applies to applicable Products or Services purchased under this Master

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Agreement, including any additional, replacement, or substitute Product(s) or Service(s) and any Product(s) or Service(s) which are modified by or with the written approval of Contractor after Acceptance by the Purchasing Entity. The Acceptance Testing period shall be thirty (30) calendar days or other time period identified in this Master Agreement or the Participating Addendum, starting from the day after the Product or Service is delivered or, if installed, the day after the Product or Service is installed and Contractor certifies that the Product or Service is ready for Acceptance Testing. If the Product or Service does not meet the standard of performance during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met. Upon rejection, the Contractor will have thirty (30) calendar days to cure the standard of performance issue(s), unless another time frame is agreed upon by the Purchasing Entity and Contractor in writing. If after the cure period, the Product or Service still has not met the standard of performance, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product or Service from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product or Service returned pursuant to the section. No Product or Service shall be deemed Accepted and no charges shall be paid until the standard of performance is met. The warranty period shall begin upon Acceptance.

16. Payment

Payment after Acceptance is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law. Payments will be remitted by mail. Payments may be made via a State or political subdivision “Purchasing Card” with no additional charge.

17. Warranty

The Contractor warrants that the Product shall be delivered new and in original manufacturer’s packaging. Because the Contractor is not the manufacturer of the Product, it provides the Product “as-is” and agrees to pass through the standard device manufacturer warranty (generally, 12 months) to the Purchasing Entity. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity.

18. Title of Product

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to

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another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title, subject to any license provisions or acceptable use policies related to any Embedded Software. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

19. License of Pre-Existing Intellectual Property

Contractor grants to the Purchasing Entity a non-exclusive, fully paid, royalty free, perpetual license to use the Product to achieve the purposes of the Master Agreement.

General Provisions

20. Insurance

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $1 million per occurrence/$2 million general aggregate;

(2) Contractor must comply with any applicable State Workers Compensation and Employers Liability Insurance requirements.

c. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the

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Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

e. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum, respectively.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

21. Records Administration and Audit

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the Lead State, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or the Purchasing Entity or NASPO ValuePoint for underpayment of Contractor's Administrative Fees.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations. Contractor agrees to keep and maintain full, true, and complete billing records, books, and documents as practicable to disclose to the Lead State or their authorized representatives, upon audits, sufficient information to reasonably determine compliance with this Master Agreement and all state

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regulations and statutes. Except where an audit is mandated through legislative or executive action or direction, Lead State shall not perform such audits more than one time per calendar year (including reasonable follow-up). For any audit performed, the Lead State will provide reasonable notice (at least 10 business days) in advance of its review of directly related billing records, books, and documents to Contractor's obligations under this Master Agreement. These audit records are subject to confidentiality obligations by the Lead State or any third-party agent performing this audit on behalf of the Lead State. Any third-party auditor audit shall be subject to prior approval by Contractor (which shall not be unreasonably withheld), and the third-party auditor may be required at Contractor's sole discretion to execute the Contractor's standard non-disclosure agreement prior to examining, inspecting, copying or auditing Contractor's records. Such non-disclosure agreement shall not prohibit disclosure to the Lead State or discussion between the third-party auditor and the Lead State for the purposes of performing an audit.

22. Confidentiality, Non-Disclosure, and Injunctive Relief

a. Confidentiality. The parties acknowledge that they and their employees or agents may, in the course of performing under this Master Agreement, be exposed to or acquire information that is confidential or proprietary to the other party. Any and all information of any form that is marked as confidential or proprietary or would by its nature be deemed confidential or proprietary, including, but not limited to, (1) business records, (2) personnel records, and (3) personally identifying information, shall be considered confidential or proprietary information. Any reports or other documents or items (including software) that result from the use of the confidential or proprietary information by a party shall be treated in the same manner as the confidential or proprietary information. Confidential or proprietary information does not include information that (1) is or becomes publicly known; (2) is rightfully in a party's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; or (3) is disclosed with the written consent of the other party. Pursuant to relevant public records law, information or documents the Lead State or Purchasing Entity receives from Contractor may be open to public inspection and copying. The Lead State or Purchasing Entity may have the duty to disclose unless a particular record falls within an exemption. Contractor may label specific documents or verbally indicate in presentations or meetings, including specific portions thereof, as a "confidential" or "proprietary" in accordance with relevant public records law.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity,

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applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Public Disclosure Laws. These provisions shall be applicable only to the extent they are not in conflict with the applicable public records law of the Lead State or Purchasing Entity.

e. The rights granted Purchasing Entities and Contractor obligations under this section shall also extend to the NASPO ValuePoint's Confidential Information, defined to include Participating Addenda, as well as Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to section 21. To the extent permitted by law, Contractor shall notify the Lead State of the identify of any entity seeking access to the Confidential Information described in this subsection.

23. Public Information

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public records laws.

24. Assignment/Subcontracts

a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written

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approval of the Lead State. Such approval shall not be unreasonably withheld. Notwithstanding the foregoing, prior written approval of the Lead State is not necessary for changes in control of T-Mobile, including mergers or acquisitions, or for subcontracts necessary to support Contractor's regular operations.

b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO ValuePoint and other third parties.

25. Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

26. Independent Contractor

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

27. Cancellation

Unless otherwise stated, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products or Services delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit.

28. Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

29. Defaults and Remedies

a. The occurrence of any of the following events shall be an event of default under this Master

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Agreement:

(1) Nonperformance of contractual requirements; or

(2) A material breach of any term or condition of this Master Agreement; or

(3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or

(4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

(5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

(1) Exercise any remedy provided by law;

(2) Terminate this Master Agreement and any related Contracts or portions thereof;

(3) Intentionally omitted; and

(4) Suspend Contractor from being able to respond to future bid solicitations;

(5) Suspend Contractor's performance; and

(6) Withhold payment until the default is remedied.

d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

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30. Waiver of Breach

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

31. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

32. Indemnification

a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from negligent act(s), error(s), or omission(s) or willful misconduct of the Contractor or its employees (or agents the Contractor expressly authorized to perform) relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against third party claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Services or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.

(1) The Contractor's obligations under this section shall not extend to any combination of the Services with any other product, system or method, unless the Services, system or method is:

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the Services; or

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(c) reasonably required, in order to use the Services in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(d) It would be reasonably expected to use the Services in combination with such product, system or method.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor.

Control of Defense:

If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it; however, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible (and such consent shall not be unreasonably withheld).

If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.

The Party controlling such defense shall keep the other party advised of the status of such action, suit, proceeding or claim and the defense thereof and shall consider recommendations made by the other party with respect thereto.

Cooperation among the Parties:

The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for Contractor's defense of the action or proceeding.

The Indemnified Party may, at its option and expense, be represented by counsel of its choice in any action or proceeding with respect to such Claim; and Contractor and its legal counsel shall cooperate with the Indemnified Party and its legal counsel in providing such information as the Indemnified Party may reasonably request, in support of its defense.

Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

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33. No Waiver of Sovereign Immunity

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

34. Governing Law and Venue

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

35. Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation

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on such claim for relief or cause of action.

36. Contract Provisions for Orders Utilizing Federal Funds

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

37. Leasing or Alternative Financing Methods

The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

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EXHIBIT AA
CONTRACTOR'S ADDITIONAL SPECIAL TERMS AND CONDITIONS

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ATTACHMENT AA

CONTRACTOR'S SPECIAL TERMS AND CONDITIONS

The following Contractor Special Terms and Conditions are incorporated and made a part of the NASPO ValuePoint Master Agreement Terms and Conditions.

1. Service and Product Pricing. The Service and Product prices are listed on the NASPO ValuePoint website at www.naspovaluepoint.org and the NASPO ValuePoint Lead State's website. Purchasing Entity's use of the Service will be in accordance with the terms and conditions of the Master Agreement. By placing an order for Contractor Products, Purchasing Entity agrees that the Products are intended to be activated on our Service for use only by Purchasing Entity and its employees, and Purchasing Entity will not resell or modify the Products or assist anyone doing so. Products are subject to availability. The delivery address must fall within Contractor's licensed Service area. If Purchasing Entity has a Product or accessory under Contractor's Equipment Installment Program ("**EIP**") or lease, then Purchasing Entity will refer to the terms and conditions of that agreement.

1.1 Activation Fees. Contractor's initial activation fee will be waived for each Purchasing Entity Master Account and Employee Account for activation of each new line of Service.

1.2 iBilling and iAnalyst Billing Service. Purchasing Entity may enroll in Contractor's iBilling and/or iAnalyst online billing services at no additional monthly charge for the Master Account only; provided, however, Purchasing Entity must activate and maintain at least six (6) Master Account lines of Service to receive the iBilling and/or iAnalyst billing service.

2. Employee Advantage Program. "**Employee Accounts**" means Purchasing Entity's employees who have signed up for Contractor Service and are directly responsible for payment of Service and Products under Contractor's Employee Advantage Program. For Employee Advantage Program details and eligibility requirements visit www.Contractor.com/business/offers/advantagerewards. Employees can only activate a line of Service under the Contractor Advantage Program at the above website or by calling Contractor's toll-free number, 1-877-347-2127. Contractor periodically reviews Employee Accounts to confirm continued proof of employment and employee eligibility. Upon Contractor's request, Employee will provide proof that they are currently employed by Purchasing Entity. After employment with Purchasing Entity ends, Employee will be eligible to receive Service under Contractor's standard consumer rate plans, subject to the applicable terms and conditions under such rate plans. Purchasing Entity will not be liable for payment on any Employee Account established under the Employee Advantage Program. In its sole discretion, Contractor may change or discontinue any or all of the benefits, offers or features of its Employee Advantage Program to the extent done so on a general basis for Employee Advantage Program members.

2.1 Marketing Commitments. Subject to Purchasing Entity pre-approval, Purchasing Entity will work with Contractor in marketing the Employee Advantage Program to its employees by:

- Allowing Contractor to participate in any applicable on-site vendor attended benefits events for Purchasing Entity's employees;
- Allowing Contractor to advertise in Purchasing Entity publications sent to employees (such as newsletters, journals, magazines, periodicals or new employee packets);
- Including information regarding the Employee Advantage Program in periodic email announcements regarding employee benefit opportunities;
- Posting Employee Advantage Program offers on the Purchasing Entity's intranet;
- Allowing Contractor to utilize Purchasing Entity's name in marketing initiatives to Purchasing Entity's employees; or
- Cooperating with any other efforts mutually agreed upon by Purchasing Entity and Contractor aimed at marketing the Employee Advantage Program benefits to Purchasing Entity's employees.

3. Service Availability. Service is available to a Product only when it is within the operating range of Contractor's owned network coverage area ("**Network**") or the network of an operator with which Contractor has an applicable roaming agreement.

Coverage maps are available at www.Contractor.com and are only estimates of our anticipated coverage area outdoors. Purchasing Entity's actual Service area, network availability, coverage, and quality may vary and change without notice based upon a number of factors, including network capacity, terrain, weather, if Purchasing Entity's Users are on a private or public Wi-Fi network, using a non-Contractor Product, or if a Product no longer supports network technologies compatible with or available on Contractor's network. Outages and interruptions in Service may occur, and speed of Service varies. Products also have varying speed capabilities and may connect to different networks depending on technology. Even within coverage areas and with broadband-capable Products, network changes, traffic volume, outages, technical limitations, signal strength, obstructions, weather, and other conditions may impact speeds and Service availability. Contractor may impose usage or Service limits, suspend Service, or exclude certain categories of calls (e.g., conference & chat lines, broadcast, international, 900, 976 calls, etc.) in taking reasonable network management or security measures. For non-governmental entities qualified to purchase as Purchasing Entities under this Agreement, T Mobile may also impose limits on Master Account Service or Product orders based on the Purchasing Entity's then-current credit rating.

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Contractor engineers its network to provide consistent high-speed data service, but at times and at locations where the number of Purchasing Entity using the network exceeds available network resources, Purchasing Entity will experience reduced data speeds. In those cases, Purchasing Entity who choose certain rate plans may notice speeds lower than Purchasing Entities on other Contractor branded rate plans, which are prioritized higher on Contractor's network. Further, to help ensure positive experiences for Purchasing Entities on Contractor branded plans and to minimize capacity issues and degradation in network performance, Contractor may, without advance notice, take any actions necessary to manage its network on a content-agnostic basis, including prioritizing all on-device data over Smartphone Mobile HotSpot (tethering) data and further prioritizing the data usage of a small percentage of heavy data users (with the exception of emergency first-responders using T-Mobile's rate plans offered only for emergency first responders), specifically those using more than 50GB of data in a billing cycle, below that of all other Purchasing Entities in times and locations where there are competing Purchasing Entity demands for network resources, for the remainder of the billing cycle.

Products must be used predominantly within the Contractor-owned Network coverage area. Products may connect to another provider's network ("**Off-Net**") even when Users are within the Contractor coverage area. Purchasing Entity should check Purchasing Entity's Product to determine if Purchasing Entity is Off-Net. To the extent Purchasing Entity unreasonably uses Off-Net capability, Contractor may limit or terminate Purchasing Entity's Service. Contractor may in its discretion limit or terminate the affected line of Service if (a) more than 50% of a User's voice and/or data usage is Off-Net for any two billing cycles within any twelve (12) month period, (b) a User's Off-Net usage makes it commercially unreasonable for Contractor to provide Service to such User, or (c) based on Contractor's arrangements with an Off-Net provider. If a User's Off-Net voice usage, data usage or messaging usage exceeds its associated rate plan allotment, such Users will be alerted and access to Off-Net coverage may be suspended or denied. Location services, including 9-1-1 location services, may not be available in Purchasing Entity's area and are subject to the Service limitations in this Section 4.

4. Use of Service. Except approved by Contractor or otherwise agreed upon under the Master Agreement, Purchasing Entity agrees not to resell any aspect of the Service or bundle it with any product or device not directly provided to Purchasing Entity by Contractor, whether for profit or otherwise. Purchasing Entity agrees not to modify the Products or use the Service or Products for any fraudulent, unlawful, harassing or abusive purpose, or in such a way as to create damage or risk to Contractor's business, reputation, employees, subscribers, facilities, third parties or to the public generally. Unless authorized by Contractor, Purchasing Entity agrees that it will not use a Number on the Network for any purpose but for access to the public switched telephone network. Purchasing Entity agrees not to use the Service or Products to send any harassing, threatening, obscene, or unsolicited commercial text, e-mail or other messages. Purchasing Entity has no proprietary or ownership rights to a specific number, IP address or email address assigned to a Purchasing Entity or Purchasing Entity's Product. Purchasing Entity may be able to transfer a Master Account User's Number to or from another provider with whom Contractor has a porting relationship in accordance with Contractor internal business policies. For additional information about local number portability, please contact Corporate Purchasing Entity Care at (800) 375-1126 or email Contractor at Businesscare@Contractorsupport.com. Purchasing Entity agrees that Contractor may contact Master Account Users through the Products to notify such User of changes to or information about their account or the Service. Contractor may deactivate or suspend Service to any Number without prior notice if Contractor suspects any unlawful or fraudulent use of the Number. Purchasing Entity agrees to reasonably cooperate with Contractor in investigating suspected unlawful or fraudulent use. Purchasing Entity acknowledges that the Product may not be compatible with the network and services provided by another service provider. Purchasing Entity may buy Products from Contractor, or from someone else, however all existing account transfers will be handled in accordance with the terms of Section 2 herein. Purchasing Entity agrees to protect usernames and passwords for Purchasing Entity's Master Account(s) and Purchasing Entity is responsible for any usage of its Master Account(s). Purchasing Entity agrees to immediately notify Contractor of any unauthorized use of Purchasing Entity's Master Account(s) or other security breach of Master Account information or credentials, or any fraudulent use of the Master Account, where Purchasing Entity has knowledge.

5. Billing and Payment of Charges.

5.1 Billing

5.1.1 Purchasing Entity will be charged for Service and other features on a monthly billing cycle basis. Purchasing Entity agrees to pay all Charges assessed and billed to Purchasing Entity or that were accepted or processed through all Products on Purchasing Entity's Master Accounts, and other charges or purchases assessed and billed to Master Account Users. Because of user choice to incur third-party costs, Purchasing Entity may incur extra charges for calls to some numbers (for example (but not limited to), conference & chat lines, broadcast, calling card, international, 900 or 976 calls. Purchasing Entity may be charged for text, instant or picture messages, and email whether read or unread, sent or received, solicited or unsolicited. Charges for Wi-Fi usage may vary; see your selected Rate Plan for more details. Unused minutes or other allocated Services (e.g., text messages, data transmission) expire at the end of the billing cycle unless otherwise expressly stated by such Rate Plan's terms and conditions. Airtime usage is measured from the time the Network begins to process a call (before the call rings or is answered) through its termination of the call; or if applicable, any fraction of a minute of usage is rounded up to the next full minute. Depending on the Rate Plan, data usage may be rounded up at the end of each data session, at the end of Purchasing Entity's billing cycle, and/or at the time Purchasing Entity switches data plans. Contractor may change Purchasing Entity's billing cycle at any time.

5.1.2 International Roaming and Dialing. Availability and features offered for international roaming and dialing vary depending on Master Account Users' Rate Plan and Product. All countries may not be available for roaming and available countries may change from time to time. Whether roaming internationally or making and sending international calls and messages while in the U.S. (or Puerto Rico), Users may be charged international rates (including for voicemails

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left for such Users and for data usage). Such Charges include per minute rates for calls and per minute rates for calls transferred to Users' voicemail and the relevant data rates for data usage. Users roaming internationally may be charged for more than one call for unanswered calls that are forwarded to voicemail regardless of whether the calls result in an actual voicemail message being left for such Users and regardless of whether the Product is on or off. Users may be able to disable these applications and features through a Product's settings. Different rates and rounding increments apply in different countries. See www.Contractor.com for information on international access, rates, Services and coverage. While roaming internationally, User data throughput may be reduced, and User Service may be otherwise limited or terminated at any time without notice. Purchasing Entity is responsible for complying with U.S. Export Control laws and regulations, and the import laws and regulations of foreign countries when traveling internationally with User Products. Billing of roaming charges, data usage and minutes of use or Services may be delayed or applied against included data allotments, minutes or Services in a subsequent billing cycle, which may cause Purchasing Entity to exceed Purchasing Entity's allocated data, minutes or Services in a particular billing cycle. Purchasing Entity may request that Contractor block a Master Account line of Service from placing international calls ("**International Dialing Block**") by calling Business Purchasing Entity Care or by Email at businesscare@Contractorsupport.com. The availability of, and access to, emergency calling services (e.g., 911 in the U.S.), may vary by country. Purchasing Entity and its Users must familiarize themselves with how to access these services before using the Products or any handset for international roaming.

5.1.3 **Lost Product**. If Purchasing Entity's Product is lost or stolen ("**Lost Product**"), Purchasing Entity must (a) promptly notify Contractor and Contractor will suspend Service for the Lost Product; and (b) provide Contractor with reasonable documentation Contractor requests (such as a copy of a filed police report if the Product is stolen) within fourteen (14) days. If Purchasing Entity completes the above requirements, Purchasing Entity will not be liable for additional usage Charges incurred in excess of Purchasing Entity's Rate Plan Charges, applicable taxes, fees and surcharges. If Purchasing Entity purchased a Product through Contractor's EIP, the Purchasing Entity remains obligated for the total payments due on the Product. If Charges are incurred before Purchasing Entity notifies Contractor, Purchasing Entity is not liable for unauthorized Charges. Purchasing Entity may request that Contractor investigate Charges Purchasing Entity believes to be unauthorized and Purchasing Entity may need to submit information to support the requests. If Contractor determines the Charges were unauthorized, Contractor will credit Purchasing Entity's account. If Contractor determines the Charges were authorized, Contractor will inform Purchasing Entity within 30 days and Purchasing Entity will be responsible for all Charges incurred. If Purchasing Entity requests that the Service not be suspended on the Lost Product, Purchasing Entity will remain responsible for all Charges incurred under that specific line of Service. Contractor may prevent a lost or stolen Product from registering on Contractor's and other networks.

6. **Taxes, Fees and Surcharges.**

6.1 Contractor will invoice Purchasing Entity's Master Account for taxes, fees (e.g. sales, use, excise, business activity, margin, value added, public utility, environmental and other taxes, except as otherwise specified in this paragraph) and regulatory charges, such as e911 or public utility fees, levied by or to be remitted directly to federal, state or local authorities, or foreign governments or foreign service providers imposed on Purchasing Entity or Contractor as a result of providing the Service specified under this Agreement ("**Taxes, Fees and Charges**"). Contractor will determine, in its reasonable discretion, the Taxes, Fees and Charges Purchasing Entity is responsible to pay and the amount of those Taxes, Fees and Charges, which may change or increase at any time without notice, regardless of any Rate Plan guarantee. However, Contractor will make itself reasonably available to answer questions from Purchasing Entities concerning changes to its invoice and charges, which can be part of any business review meetings or discussions between Contractor and a Purchasing Entity. If Purchasing Entity claims a tax exemption, Purchasing Entity must provide Contractor with valid evidence of tax exemption"), which will be applied prospectively. Contractor will be responsible for net income, net worth/capital stock and property taxes imposed on Contractor.

6.2 Contractor may also invoice Purchasing Entity for all applicable surcharges.

6.3 All payments made by Purchasing Entity will be made without any deduction or withholding for, or on account of, any Taxes, Fees and Charges imposed by any taxing or governmental authority of any country or state. Where Purchasing Entity determines there is a requirement to withhold income tax from any payments due Contractor, Purchasing Entity will promptly notify Contractor of such determination and provide the basis for such conclusion, e.g., by providing a copy of a notice received or of any analysis performed to allow Contractor to remediate or resolve the withholding requirement. To the extent that such withholding requirement cannot be resolved, Purchasing Entity may perform such withholding and shall provide Contractor with documentary evidence of the withholding and remission of the Taxes or Fees to the applicable governmental authority. Purchasing Entity shall reasonably assist Contractor for the recovery of such withheld tax. To the extent Purchasing Entity fails to timely inform Contractor of Purchasing Entity's withholding determination, Purchasing Entity will ensure that the gross amount payable by Purchasing Entity to Contractor will be increased so that after any such withholding for income tax, the net amount received by Contractor will not be less than the amount Contractor would have received had no such withholding occurred.

6.4 Contractor is required to use Purchasing Entity's business street address, which must be within Contractor's licensed service area, to determine the application of certain Taxes, Fees and Charges. If Purchasing Entity provides Contractor with an address (such as a PO box) that is not a recognized street address, does not identify the applicable taxing jurisdiction(s) or does not reflect the Service area associated with its Master Account Number(s), Purchasing Entity may be assigned a default location for Taxes, Fees and Charges calculation, which may result in a higher or lower charge for certain Taxes, Fees and Charges.

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6.5 The Parties agree that they will reasonably cooperate to fully comply with all applicable tax laws, rules, regulations and guidelines affecting this Agreement. In addition, Contractor and Purchasing Entity will similarly cooperate in order to take actions to minimize, or to qualify for exemptions from, any applicable taxes, duties or tariffs as allowed under applicable law and regulations.

7. Privacy. All services under this Agreement are governed by the Contractor Privacy Policy, as posted at https://www.Contractor.com/website/privacypolicy.aspx (which is informed by U.S. Federal Communications Commission rules and regulations), which may change from time to time without notice to Purchasing Entity, with respect to collection, use, and disclosure of personal information. Wireless systems use radio channels to transmit voice and data communications over a complex network. Privacy in voice or data communications or in use of the Service or Products cannot be guaranteed, and Contractor will not be liable to Purchasing Entity for any lack or breach of privacy experienced while using any Products, the Service, Content & Apps (as defined below) or in connection with Third Party Ads (as defined below). Only as permitted by law, Contractor may monitor, intercept and disclose content (voice or data) and any associated metadata that is transmitted over or using its facilities (for example, to comply with legal process or for network security). Purchasing Entity's caller identification (e.g., name and number) may be displayed on the equipment or bill of the person receiving Purchasing Entity's call.

8. Cancellation and Return Policy. Users and Employee Accounts may cancel a new line of Service within 30 days of activation ("**Cancellation Period**"), if the User: (a) contacts Contractor to cancel Service; and (b) returns the Like New Product (defined below) through Purchasing Entity's Contractor account representative, or team, or location from which it was purchased with proof of purchase. The "**Return Period**" is thirty (30) calendar days from the Product's purchase date. Only Like New Products returned with proof of purchase to Purchasing Entity's Contractor account representative or team or location from which it was purchased within the Return Period are eligible for a refund of the purchase price. A "**Like New Product**" is a Product purchased from Contractor that is in its original packaging with all original contents, undamaged, and in good working condition with no material alterations to the Product's hardware or software, as determined by Contractor in its sole discretion. Purchasing Entity may be required to pay a commercially reasonable restocking fee for failing to return a Product with included packaging, manuals or accessories, or if the Product returned is in a damaged, altered or destroyed condition. Even if Purchasing Entity cancels Service and/or returns any Product as provided herein, Purchasing Entity must pay all Service and usage Charges incurred thru the end of Purchasing Entity's Service term or return date and any applicable subsequent penalties or assessments. If a User attempts to cancel Service, but does not return the applicable Product or if such Product is returned in a damaged, altered or destroyed condition, Contractor may take one or more of the following actions: (i) prevent such Product from working on any network; (ii) charge an early termination fee (if such line of Service is subject to an early termination fee); (iii) elect not to process Service cancellation; or (iv) charge such User the suggested retail price or the cost to repair the applicable Product, (which may be greater than the price paid for such Product), plus any shipping and handling charges. Except for the 30-calendar day Return Period, the cancellation and return policies in this Section 13 will not apply to Users who purchase Product(s) through Contractor's EIP or a Contractor leasing program and the terms of that program's agreement will supersede and control the purchase or lease of those Products.

9. Account Maintenance Authorization. Purchasing Entity hereby authorizes Contractor's Account Management Team to access Purchasing Entity's Master Accounts to perform account maintenance services at Purchasing Entity's discretion and on its behalf, including but not limited to: (a) rate plan changes; (b) feature changes or additions; (c) mobile Number changes; (d) SIM changes; (e) Product upgrades/exchanges; (f) re-set of voicemail passwords; (g) change of address; and/or (h) set-up courtesy statements.

10. Use of Third-Party Equipment and Handsets. In the event that Purchasing Entity uses third party equipment, handsets or Products with the Service that are not provided Purchasing Entity under the Master Agreement ("**Third-Party Equipment**"), Purchasing Entity acknowledges and agrees to the following: (a) Contractor will not accept any returns of the Third Party Equipment; (b) Contractor will not provide any warranty of any kind on the Third Party Equipment; (c) Contractor will not offer Purchasing Entity Care services for the Third Party Equipment; (d) the Third Party Equipment may not function properly with the Service(s) or Network; (e) each User will use the Third Party Equipment at its own risk; and (f) Purchasing Entity will be responsible for monthly service charges accrued from the date Contractor fulfills an order for a Subscriber Identity Module ("**SIM**"). Contractor disclaims all liability for Use of Third-Party Equipment. In the event that Contractor certifies or endorses the use of certain Third-Party Equipment with the Service, the above provisions will still apply.

11. Account Management (Purchasing Entity Authorization). During the term of this Agreement, Purchasing Entity may authorize a third party to act as Purchasing Entity's agent ("**Purchasing Entity Agent**") for purposes of procuring necessary support services related to this Agreement, subject to the following conditions:

(a) Purchasing Entity remains fully responsible for any obligations incurred under this Agreement, whether due to changes Purchasing Entity or its Purchasing Entity Agent requests for Purchasing Entity's account;

(b) Purchasing Entity will ensure that its Purchasing Entity Agent has agreed to confidentiality and/or non-disclosure terms that are at least as protective of Contractor's confidential information as contained in this Agreement;

(c) Purchasing Entity consents to Contractor's disclosure of Purchasing Entity's Confidential Information (as this term is defined herein) and Purchasing Entity Proprietary Network Information (CPNI), as defined in the Communications Act of 1934, as amended, 47 U.S.C. § 222, (1996) to its Purchasing Entity Agent, and waives any claim against Contractor for any damages, expenses, costs, or liabilities arising from such disclosure;

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(d) Purchasing Entity fully acknowledges, understands and accepts that there may be foreseeable and unforeseeable risks, including, but not limited to, increased risks of fraud to Purchasing Entity's account or improper disclosure of Purchasing Entity's account information, related to Purchasing Entity's request that Purchasing Entity personnel be granted access to Purchasing Entity's accounts; and

(e) Activations of new lines of Service under this Agreement will continue to be activated through the Contractor Business Sales Account Team assigned to Purchasing Entity's Contractor account; provided that such activation requests may be made by Purchasing Entity or its Purchasing Entity Agent; and

(f) Participating Entity agrees to be bound by the terms of any and all EIP or lease agreements signed by Participating Entity Agent's on behalf of Purchasing Entity.

This authorization will be valid for the term of this Agreement and may not be modified except pursuant to a written amendment signed by Participating Entity and Contractor.

12. Additional Terms for Plans and Other Features. The following terms apply to Purchasing Entity's Master Account data plan(s). To the extent any data plan terms expressly conflict with the terms in this Agreement, the applicable data plan terms will govern.

12.1. Permissible and Prohibited Uses. Purchasing Entity's Data Plan is intended for Web browsing, messaging, and similar activities. Certain activities and uses of the Services and Products are permitted and others are not. If Purchasing Entity buys, leases, or finances a Product manufactured for use on the Network, Purchasing Entity agrees that it intends it to be activated on our Service. Examples of permitted uses include but are not limited to: (a) voice calls; (b) web browsing; (c) messaging (d) email; (e) streaming music; and (f) Tethering a Product to other non-harmful Products pursuant to the terms and conditions and allotments in the associated Rate Plan.

Examples of prohibited uses include but are not limited to: (aa) using a non-T-Mobile certified repeater or signal booster other than Contractor provides Purchasing Entity; (bb) compromises Network security or capacity, degrades Network performance, uses malicious software or "malware", hinders other Purchasing Entity' access to the Network, or otherwise adversely impacts Network service levels or legitimate data flows; (cc) with the exception of use by emergency first responders, using applications which automatically consume unreasonable amounts of available Network capacity; (dd) with the exception of reasonable IoT applications, using applications which used in a way that degrades network capacity or functionality; (ee) misuse of the Service, including "spamming" or sending abusive or unsolicited communications; (ff) tampering with, reprogramming, altering, or otherwise modifying Purchasing Entity's Products to circumvent any of Contractor's policies or violate anyone's intellectual property rights; (gg) causing harm or adverse effects on Contractor, the Network, Contractor, Purchasing Entity, employees, business, or any other person; or (hh) causing Contractor to violate applicable laws and regulations.

12.2. Protective Measures. Contractor engineers our network to provide consistent high-speed data service, but at times and at locations where the number of Purchasing Entity using the network exceeds available network resources, Purchasing Entity will experience reduced data speeds. To help ensure a positive experiences for Purchasing Entities and to minimize capacity issues and degradation in Network performance, Contractor may, without advance notice, take any actions necessary to manage the Network on a content-agnostic basis, including, prioritizing the data usage of a small percentage of unlimited high-speed data Purchasing Entities who use the highest amount of data below that of other Purchasing Entities (except in the case of emergency first responders using T-Mobile's rate plans offered only for emergency first responders) in times and locations where there are competing Purchasing Entity demands for Network resources, for the remainder of the billing cycle. Where the Network is lightly loaded in relation to available capacity, a Purchasing Entity whose data is de-prioritized will notice little, if any, effect from having lower priority. This will be the case in a vast majority of times and locations. At times and locations where the Network is heavily loaded in relation to available capacity, however, these Purchasing Entity will likely see significant reductions in data speeds, especially if they are engaged in data-intensive activities. Contractor constantly works to improve Network performance and capacity, but there are physical and technical limits on how much capacity is available, and in constrained locations the frequency of heavy loading in relation to available capacity may be greater than in other locations. When Network loading goes down or the Purchasing Entity moves to a location that is less heavily loaded in relation to available capacity, the Purchasing Entity's speeds will likely improve. See www.Contractor.com/OpenInternet for details and for current data amount subject to this practice.

12.3. Downloadable Content and Applications. Purchasing Entity can purchase services and products from third-parties ("**Content & Apps**") using its Product(s), and charges for these purchases may be included in Purchasing Entity's Master Account invoice. Purchasing Entity may block purchases of third-party products or services by emailing Contractor at Businesscare@Contractorsupport.com, or contacting Purchasing Entity Care at (800) 375-1126. For these third-party purchases, although the charges may appear on Purchasing Entity's invoice, Contractor is not responsible for the Content & Apps, including download, installation, use, transmission failure, interruption, or delay, or any content or website Master Account Users access through the Content & Apps. Purchasing Entity's download of Content & Apps is at its own risk. Unless otherwise stated, any support questions for these Content & Apps should be directed to the third-party seller identified at the point of purchase. Some Content & Apps may require Purchasing Entity's agreement to a license or other terms with the third party. Some Products or Content & Apps may contact our Network without

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Purchasing Entity's knowledge, which may result in additional Charges (e.g., while roaming internationally). To use, download, or install Content & Apps that Purchasing Entity purchases from Contractor, the Content & Apps are licensed to Purchasing Entity by Contractor and may be subject to additional license terms between Purchasing Entity and the creator/owner of the Content & Apps. Whether purchased from Contractor or a third-party seller, any Content & Apps Purchasing Entity purchases are licensed for personal, lawful, non-commercial use on User's Product only. Purchasing Entity may not transfer, copy, or reverse engineer any Content & Apps, or alter, disable or circumvent any digital rights management security features embedded in the Content & Apps.

12.4 Contractor is not responsible for any download, installation, use, transmission failure, interruption, or delay related to Content & Apps, or any third-party content, services, advertisements, or websites Purchasing Entity may be able to access by using its Product(s) or the Services, even if charges for Content & Apps appear on Purchasing Entity's Contractor bill. Purchasing Entity is responsible for maintaining virus and other Internet security protections when accessing third party Content & Apps or other services.

12.5 Contractor may retain, use, and share information collected when a Master Account User downloads, uses, or installs some Content or Apps, may update such User's Content or App remotely, or may disable or remove any Content or App at any time to perform its Services under the Master Agreement. Purchasing Entity may refer to Contractor's Privacy Policy, as well as the Content or App creator/owner's privacy policy for information, regarding the collection, use and retention of information collected when a User downloads, installs, or uses any Content or App. Contractor is not responsible for any transmission failure, interruption, or delay related to Content & Apps, or any content or website Users may be able to access through the Content or App.

13. Additional Terms for Plans and Other Features.

13.1 Service Limitations, Connectivity and International Use. Purchasing Entity acknowledges and agrees that a User's use of any Wi-Fi network is permissible and that Purchasing Entity (and not Contractor) is solely responsible for all charges associated with a Master Account User's use of the Service. Cell Broadcasts (alerts that go to certain Purchasing Entity) and Wireless Priority Service (WPS) may not be available with Wi-Fi Calling. Calls from certain designated countries and destinations* over Wi-Fi are $.25/min (no charge for Wi-Fi calls to US, Mexico and Canada). Calls made over Wi-Fi outside of designated countries and destinations* will be charged standard international roaming rates. Purchasing Entity will pay for all internet access charges incurred by Master Account Users. (*Except as indicated in this Agreement, Contractor offers travel without limits with unlimited data and texting in 210+ countries and destinations at no extra charge. The list of 210+ countries and destinations is subject to change at Contractor's sole discretion. Visit www.Contractor.com/coverage/roaming.)

13.2 9-1-1 and Emergency Alerts Service and Wi-Fi Calling. Purchasing Entity agrees and will inform all Master Account Users as follows:

Services or Software provided by third parties (including voice applications), 911 or E911, text to 911, or other calling or messaging functionality, may work differently than services offered by Contractor, or may not work at all. Purchasing Entity agrees to review all terms and conditions of such third-party products. Contractor is not responsible for failures to connect or complete 911 calls or text to 911 messages or if inaccurate location information is provided. 911 service may not be available or reliable and Purchasing Entity's ability to receive emergency services may be impeded**.** Contractor cannot assure Purchasing Entity that if Purchasing Entity places a 911 call or text Purchasing Entity will be found. Emergency Alerts. Contractor has chosen to offer wireless emergency alerts, within portions of our coverage area, on wireless alert capable Products. There is no additional charge for these wireless emergency alerts. For details visit: www.Contractor.com/responsibility/consumer-info/safety/wireless-emergency-alerts.

Contractor may use a variety of information and methods to determine the location of a 9-1-1 call, including Contractor's GSM wireless Network if available in a User's location, or the location of a User's Primary Address. Even with this information, Purchasing Entity acknowledges that an emergency operator may not be able to receive or use the address information (or a User's phone number) to locate the User in order to provide emergency services. If a User dials 9-1-1 while outside the U.S., 9-1-1 services may not be available. Purchasing Entity is required to provide Contractor with a valid address for the location at which Purchasing Entity's Master Account Users primarily use Wi-Fi Calling ("**Primary Address**"). If Purchasing Entity does not provide Contractor with a Primary Address, Contractor may block Users' usage of certain Wi-Fi networks. If such address changes, either temporarily or permanently, Purchasing Entity will register the new address with Contractor. Contractor assumes no responsibility for securing the Primary Address. When Users use Wi-Fi Calling Service away from the Primary Address, Contractor may have no or very limited information about the User's location, which could result in (i) a 9-1-1 call being routed to an out-of-area public safety agency; (ii) the public safety agency receiving incomplete information about the User's call and the User's location; or (iii) a User's 9-1-1 call being routed to an emergency response center, which will ask the User for the User's location and use that information to route the call to a public safety agency.

13.3 Text-to-911: Text to 9-1-1 may be available in some locations where Contractor Service is provided and is dependent on the public safety agency's ability to receive text messaging. Contractor recommends that Purchasing Entity uses voice communications as its primary method of contacting 9-1-1.

Calls to 911 from a TTY will not work when using Wi-Fi Calling or Voice over LTE ("VoLTE"). If Users cannot make a voice call to 911, Contractor recommends that Users use an internet-based Telecommunications Relay Service such as

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Video Relay Service, IP Relay Service, or IP Captioned Telephone Service. Contractor Real-Time Text ("RTT") technology is available on Contractor's network and can be used on select Products to contact 911. For more information, see www.Contractor.com/accessibilitypolicy.

13.4 911 Access: 911 services are made possible by state and local governments. Contractor handsets are capable of making calls to 911 in the United States, and 911 access is available to Purchasing Entity regardless of rate plan. The handset must have battery power and connectivity to complete a 911 call. When making 911 calls, Purchasing Entity's Users must be prepared to provide information about where the User(s) are located. In some cases, 911 communications center operators may not know the User's phone number or have information about that User's location. Other third-party entities are involved in connecting a 911 call and Contractor does not determine the public safety agency to which the 911 call is routed. If Purchasing Entity is porting a phone number to or from Contractor, Contractor may not be able to provide Purchasing Entity with some Services, such as 911 location services, while the port is in process. If any User is outside the U.S., such User may have to dial a different number than 911 to call emergency services.

13.5 Wi-Fi Calling. Wi-Fi Calling services use an internet connection to make calls, **("Wi-Fi Calling")**, including 911 calls, and calls to 911 using Wi-Fi calling operate differently than traditional 911. When enabling Wi-Fi Calling, Purchasing Entity must provide Contractor with the primary street address at which the Wi-Fi Calling service will be used ("Registered Location"). If Purchasing Entity's Users call 911 over Wi-Fi, Contractor will provide Purchasing Entity's Registered Location to the public service entity that answers the call, and it may be used to help emergency responders locate a User. Purchasing Entity agrees to update its Registered Location if Purchasing Entity's Users use Wi-Fi service at a different location. Purchasing Entity can update its Registered Location by contacting Contractor Purchasing Entity Care.

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Wireless Data, Voice, and Accessories

Attachment B

Scope of Work

Section 1: General

1.1 Background

The purpose of this Master Agreement is to provide Wireless Data, Voice, and Accessories for all Participating States. The Master Agreement may be used by state governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the individual chief procurement official and compliance with local statutory and regulatory provisions. The initial term of the master agreement shall be 5 (Five) years with renewal provisions for an additional 5 (Five) as outlined in Section 3 of the NASPO ValuePoint Master Terms and Conditions (Attachment A).

1.2 Order of precedence

Per the NASPO ValuePoint Master Terms and Conditions, Participating Addenda (called "PA") will have precedence over the Master Agreement within the participating jurisdiction.

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1.3 Green Awards

End users of the Master Agreement may have requirements to purchase products and services that adhere best practices of sustainability and environmental consciousness. Contractor should anticipate addressing these needs as they arise in the Participating Addendum process.

1.4 E-Rate

To the extent the services offered are subject to the E-rate discount program, all award Contract Vendors must commit to participation in the Federal Communication Commission's E-rate discount program established under authority of the Federal Telecommunications Commission Act of 1996. Participation in, and implementation of, this program must be provided without the addition of any service or administration fee by the Contract Vendor.

1.5 Net Neutrality

Recent changes by the Federal Communications Commission in their rules related to the issue of Net Neutrality have increased state's interest in promulgating their own law, rule and policies on this topic. This solicitation will have no requirements related to Net Neutrality for the Master Agreements. It is anticipated, that this issue will be pertinent in the Participating Addendum process. Potential participating entities will be made aware of this consideration by the Lead State in a reasonable fashion.

Section 2: Categories of Award

2.0 Overview of Award Categories

The products and services for this contract are awarded in 3 (three) categories. These categories are:

Category 1- Cellular Wireless Services: This category will cover the basic cellular wireless transport services for voice, data and messaging, as well as any new basic transport services that may be introduced for applications like those defined for Internet of Things (IoT) applications. "Cellular wireless transport" is defined to mean carrier provided wireless services that employ a radio access network based on technologies defined by the Third Generation Partnership Program (3GPP). We are requesting pricing for both traditional cellular plans that include a subsidized mobile device as well as bring your own device (BYOD) plans where the user will supply their own mobile device and require only network service from the carrier.

Category 2- Equipment and Accessories: This category includes any equipment or accessories operating over cellular carrier provided network services or intended for use with cellular connected devices.

Category 3- Turnkey Wireless and IoT Solutions that are offered as a product: This category includes any of the wireless or IoT solutions or applications being offered as a complete product by the cellular wireless carriers or any other Contractor(s).

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2.1 Category 1- Cellular Wireless Services

This category will cover the basic cellular wireless transport services for voice, data and messaging, as well as any new basic transport services that may be introduced for applications like those defined for Internet of Things (IoT) applications. “Cellular wireless transport” is defined to mean carrier provided wireless services that employ a radio access network based on technologies defined by the Third Generation Partnership Program (3GPP). We are requesting pricing for both traditional cellular plans that include a subsidized mobile device as well as bring your own device (BYOD) plans where the user will supply their own mobile device and require only network service from the carrier.

This Award Category is for National Award only.

2.1.1 Definitions

3rd Generation Partnership Project (3GPP) The international standards body that covers cellular telecommunications network technologies (http://www.3gpp.org).

3G Third generation of wireless mobile telecommunication technology as defined by the 3rd Generation Partnership Project (3GPP).

4G Fourth generation of wireless mobile telecommunication technology as defined by the 3rd Generation Partnership Project (3GPP).

5G Fifth generation of wireless mobile telecommunication technology as defined by the 3rd Generation Partnership Project (3GPP).

Bandwidth Throttling The mechanism a service provider uses to reduce the data network capacity available to a user of its wireless services.

Bandwidth Throttling Threshold In “unlimited” cellular data plans, the data volume at which the carrier begins instituting bandwidth throttling for the balance of the billing period.

Bring Your Own Device (BYOD) Plans where the user will supply their own mobile device and require only network service from the carrier.

Cellular Wireless Carrier: A wireless carrier that owns the majority of its infrastructure and operates a mobile wireless network primarily utilizing standards developed by the 3GPP.

Cellular Voice A wireless voice telephone service offered by the cellular carriers.

Cellular Wireless Carrier-provided wireless services that employs a radio access network based on technologies defined by the 3rd Generation Partnership Program (3GPP).

Coverage Area The geographic area in which a carrier provides service. When located within this area, a subscriber with a compatible device should be able to access usable wireless services on that carrier’s network or its partner networks.

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FirstNet FirstNet is a government subsidized wireless network specifically designed for the needs of public safety users; access to FirstNet services will be limited to defined categories of users related to public safety. FirstNet was created under the Middle Class Tax Relief and Job Creation Act of 2012.

Individual Responsible (IR) Plan Discount Individual Responsible Accounts ("IRU") are accounts for products and services between Contractors awarded a contract under this solicitation and individuals who are employees of eligible users of the Master Agreement. IRU accounts are for the personal use of individual employees of eligible end users of the Master Agreement.

Corporate/Government Responsible (CRU) Plan CRU plans are plans that are purchased by end users of the Master Agreement that is awarded from this solicitation.

Land Mobile Radio (LMR) Terrestrial-based, wireless communications systems, generally operating in the frequency range below 1 GHz, and commonly used by emergency responders to support voice and low-speed data communications.

Mission Critical Push-to-Talk (MCPTT) A new standard for public safety PTT systems (starting with 3GPP Rel. 13) that also operates over the cellular carriers' wireless networks and supports, among other capabilities, the ability for wireless stations to discover and communicate directly with other system users without relaying those transmissions through a cellular base station.

LTE (Long-Term Evolution) A 3GPP standard for high-speed cellular wireless communications.

Mobile Messaging The ability to compose and exchange electronic messages that may include text, audio, video and other symbols between two or more users of mobile phones, tablets or other devices.

Public Safety The functions of government, which ensure the protection of citizens, persons in their territory, organizations, and institutions against threats to their well-being.

Push-to-Talk (PTT) A method of wireless voice communications using a momentary button to switch the wireless device from voice reception mode to transmit mode; in a cellular PTT system, all transmissions are relayed over the carrier's radio channels and through a server installed in the carrier's network infrastructure. Transmissions are received by all stations within range of that particular radio channel and are part of that broadcast group.

Quality of Service (QoS) Mechanisms employed in packet switching networks that allows them to prioritize certain classes of traffic over others thereby providing better performance for those preferred classes with regard to transit delay, jitter (variation in transit delay), and packet loss.

Short Message Service (SMS)/Multimedia Messaging Service (MMS) Wireless services offered by the cellular carriers allowing users to exchange short text (SMS) or audio/video files (MMS). These services are differentiated from other messaging services like Apple Messages and WhatsApp by the fact that they are offered by the cellular carriers and are typically charged as a separate item on the service plan along with voice and data.

Subsidized Plan Cellular plans where the carrier will provide a phone, or tablet at a subsidized price.

Wireless The transmitting of signals using radio waves instead of wires.

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Wireless Carrier A provider of wireless communications services that owns or controls all the elements necessary to sell and deliver services to an end user including radio spectrum allocation, wireless network infrastructure, back haul infrastructure, billing, customer care, provisioning computer systems and marketing and repair organizations.

Wireless Data A communication service offered by mobile carriers that allows users to access the internet and other data services via its wireless networks using a smartphone, tablet or other cellular-connected mobile device.

Wireless Plan A bundled subscription offering from a cellular carrier providing some combination of services.

Wireless Priority Service (WPS) A government-directed emergency phone service managed by the Department of Homeland Security's Office of Emergency Communications (OEC). Like FirstNet for data services, WPS provides priority network access to wireless voice service (2G or VoLTE) exclusively to defined categories of qualified subscribers.

2.1.2 Subsequent Network Characteristics and Technology

This solicitation covers the addition of new technology and methods that are substantively similar to existing 3G, 4G, and 5G Network characteristics.

2.1.3 Plans

Contractors will define the rate plans to be available under the Master Agreement that results from this solicitation and must provide all details of every plan offered in Attachment G. At a minimum plan details should include the items listed in Attachment G if applicable.

Subsidized Plans

Subsidized plans are those that include a device to connect to the wireless network as a part of the monthly plan cost.

Bring Your Own Device Plans

Bring your own device plans are those that require the user to provide a device for connection to the cellular network or to pay for a device separately from the monthly service plan.

2.1.4 Legacy Plans

Plans covered by the predecessor Master Agreements administered by the State of Nevada (Contract No. 1907)("Legacy Plans") for purchasing entities who are currently enrolled will be included within the scope of the Master Agreements awarded by this solicitation. All Legacy Plans must be described on Attachment G: Plan Coverage Attachment.

Discontinuance of Plans

Contractor will maintain plans if they are being used. Contractor may discontinue any plan or feature that has not had any active subscribers for at least the previous 90 days. Contractor to provide a minimum of 90 days notice to Lead State if a Plan is to be discontinued to end users.

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2.1.5 Service Requirements

Designated Sales Point of Contact

Each Master Agreement awarded by this solicitation shall have a designated point of contact for sales purposes.

Designated Customer Service Point of Contact

Each Master Agreement awarded by this solicitation shall have a designated point of contact for Customer Service escalation purposes.

Designated Contract Manager

Each Master Agreement awarded by this solicitation shall have a designated point of contact who manages the contract and may be contacted by administrators of the Master Agreement or PAs.

2.1.6 Pricing Requirements

Subsidized Device Plans

Plans covered by the predecessor Master Agreements administered by the State of Nevada (Contract No. 1907) that offered phones at no cost are to be included by the Master Agreements awarded by this solicitation if the Contractor is awarded under this solicitation. For any new plans offered under this contract, Proposers have the flexibility to include a subsidized phone in the plan cost or to require the user to provide a device or pay for it separately.

Financing

Financing is allowed under the Master Agreement, but may be subject to each PA as some jurisdictions may not allow Financing.

Individual Responsible (IRU) Plan Discount

Pricing Discounts for Individual Responsible plans by public employees are to be stated on the Cost sheet. See Section 5.

Waiver of Service Activation Fees

Service Activations Fees will not be allowed under the Master Agreements that derive from this solicitation.

Number Porting

Carrier must provide wired or wireless number porting to/from the mobile device with no charges or penalty.

Upgrade

Users must be able to upgrade or downgrade their service plan at any time with no limits and no restarting of service line contract terms.

Cancellation Fees

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Carrier must provide for any participating entity the ability to cancel at least 25% of the active lines of service under contract (subsidized device) in any given year with no early termination fees or other cancellation fees.

Carrier must not assess any cancellation fee or early termination fee for any lines of service that are provided under a Bring Your Own Device option where subsidized equipment is not included in the monthly rate plan cost.

Activation and Billing

Carrier must not commence billing for a device until completion of an order and activation request is executed by the participating entity representative, the user or another individual designated by the participating entity representative. Specific billing and activation procedures may be refined within Participating Addenda.

Cost Sheet

Contractor must populate the cost sheet Attachment C. The plans identified in Attachment C are to be offered to end users and will be included in Attachment G. Contractor must also indicate a discount for plans available under the master agreement that results from this solicitation., that are not entered into Attachment C.

Plan Description

Contractor must include detailed descriptions of all new rate plans approved by the lead state by fully populating Attachment G with complete details related to each plan and feature offered under this contract.

Presentation

Contractors should propose plans that can be easily understood without complex restrictions and terms. Scoring will reflect the degree of concise and impactful plans – from flexibility and cost perspectives.

2.1.7 Internet of Things (IoT) Services

Data plans related to Internet of Things services are covered by this award category. Please describe your Internet of Things offering as it relates to Attachment L, Network Technology Questionnaire in your proposal.

2.1.8 Public Safety/Wireless Priority Service

2.1.8 PUBLIC SAFETY CATEGORY

The Wireless Services Provider (Contractor) will describe how their proposal if and how they intend to provide an exclusive, dedicated broadband network for public safety communications to public safety entities and first responders.

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Contractor will describe if and how they would provide for a dedicated network exclusive for use by emergency response providers such as Federal, State, and local emergency public safety, law enforcement, emergency response, emergency medical (including hospital emergency facilities), and related personnel, agencies, and authorities; including Native American Tribes (Sovereign Nations) or authorized tribal organization and rural communities, unincorporated town or village, or other public entity.

Carriers will describe how their proposed services will have the ability to provide the most comprehensive, reliable coverage and highest priority for emergency communications, such as:

- Broadband LTE network allowing first responders and other public safety personnel to send and receive voice, data, video, images, push-to-talk and text without concerns about network congestion.
- Mobile Devices
- Mobile Device Management, to include Maintenance and Replacement
- Public Safety Applications and Solutions
- Assured Priority and Preemption when needed
- Network Security

Interoperability:
Interoperability is critical to all public safety agencies, therefore; The Wireless Service Provider (the Contractor), will describe how they enable comprehensive public safety broadband interoperability at all levels including the sharing of priority and preemption protocols, applications, and mission critical Push-to-Talk (MCPTT) communications and off-air device to device communications during an emergency situation.

Deployable Access:
The Wireless Service Provider (the Contractor) will describe how they will provide cellular connection in areas where service does not exist or where service fails during emergency circumstances. The Wireless Service Provider will describe how they provide dedicated access to Satellite Cell on Wheels and Portable Emergency Communications.

The Wireless Service Provider (Contractor) will describe additional deployable equipment for dedicated access in areas where service does not exist or where service fails during emergency situations.

Optional Services:
Additional Public Safety Services sold under the NASPO ValuePoint Master Agreement other than the requirements listed, must be properly reviewed and approved by the lead state.

Option to Terminate:
The NASPO ValuePoint Master Agreement is an additional procuring mechanism. The Wireless Service Provider (the Contractor) must agree; if a Public Service Entity chooses to utilize the

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NASPO ValuePoint Master Agreement, the procuring agency has the option to terminate their agreement at any time without added fees or penalties for cancellation.

The Lead State may cancel the Public Safety/Wireless Priority Service portion of the Category 1 Scope at any time. If the Lead State chooses to cancel the Public Safety/Wireless Priority Service portion of Category 1 Scope, it will provide contractors with 180 days notice.

No other Terms and Conditions, End User Agreements, or any other terms will be offered with the new product or service unless it is included in the Master Agreement.

2.2 Category 2- Equipment and Accessories

This category includes any equipment or accessories operating over cellular carrier provided network services or intended for use with cellular connected devices.

This Award Category is for National Award only.

2.2.1 Definitions

Accessories Any equipment, component or add-on accessory intended for use with cellular connected devices.

Equipment Any device operating over cellular carrier provided network. Does not include servers, desktops or laptop computing devices.

Cellular Devices Any phones or other equipment used to connect over wireless services offered by cellular carriers (Category 1).

2.2.2 Eligible Equipment and Accessories

Those products eligible as equipment and accessories under this solicitation, currently includes and may be expanded as technology advances:

- Basic Cellular Devices
- Smartphones - iOS, Android, Other
- Stand Alone, Integrated or USB Dongle Cellular Modems
- Wi-Fi/Cellular Routers
- Tablets that are cellular-network connected
- Other equipment with a primary purpose for communicating over the cellular carrier network, currently including:
  - Sensors

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  - Cellular-enabled Video cameras
- Accessories:
  - Replacement Batteries
  - Cases & related accessories
  - Screen Protectors
  - Chargers
  - Cords / cables
  - Signal Boosters / antennae
  - Headsets and speakers for use with wireless devices

2.2.3 Service Requirements

Condition of Equipment and Accessories

All equipment and accessories provided under this contact must be new, unused and properly functioning when received by participating entity if priced as a new product.

Superseded, used, returned, or reconditioned items will be accepted if labelled as such in the sales order.

Trial Period

Contractor may allow for a designated trial period for testing/evaluating equipment and accessories without additional charges or fees if applicable. Contractor will describe the timeframe for the 'trial period' and procedures for implementing this policy in the sales invoice or purchase order.

Return of Equipment and Accessories

Any equipment or accessories that are not properly functioning when received by the participating entity must be replaced by the contractor with new and properly functioning equipment or accessories within 5 business days of the defective equipment or accessories being reported to the contractor.

Participating entities shall not be responsible for any costs related to the return and/ or replacement of any equipment or accessories that are returned due to quality problems, duplicate shipments or other shipping errors, outdated products or other issues related to non-compliance with terms of this agreement. Contractors must confirm in writing to the end user when returns are received.

Participating entities shall not be assessed restocking fees or any other fees for items trialed and then returned as unacceptable for any reason.

Contractor will allow for equipment and accessory purchases at all retail stores open to the public. Sales personnel at retail stores will be aware of pricing from the Master Agreement that results from this solicitation.

2.2.4 Pricing

Cost Sheet

See Attachment C for details for Award Category 2.

Financing

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Financing is allowed under the Master Agreement, but may be subject to each PA as some jurisdictions may not allow Financing.

Individual Responsible (IRU) Plan Discount

Pricing Discounts for equipment and accessories offered to public employees with Individual Responsible plans are to be stated on the Cost sheet (Attachment C). See section 5 for additional details.

Shipping
Contractor if a Carrier must activate service on new equipment within 72 hours of request or shipping.

2.3 Category 3 – Internet of Things and other Turnkey Wireless Applications

This category includes any of the wireless or IoT solutions or applications being offered as a complete product by the cellular wireless carriers or any other Contractor(s).

This Award Category may be for National Award, or Regional Award at the indication of the Contractor in their proposal. Contractors will indicate this preference in Attachment W.

Awards will be made in each individual sub-category of Category 3, not for Category 3 as a whole. An award in one sub-category does not entitle a vendor to offer products or services in any other subcategories for which they were not specifically awarded.

2.3.1 Definitions

Turnkey Wireless Solution For the purposes of this solicitation a Turnkey Wireless Solution is an integrated, on premise or hybrid system that includes three broad elements:

- End Points physical objects (things like sensors, cameras, end point devices, etc.) that contain embedded technology to sense or interact with their internal state or external environment and the ability to communicate with a remote application
- Network Services a wireless communication network providing M2M communication services or some other method of data transport connecting the dedicated physical objects with;
- Back Office Systems applications and central or back end systems (servers, software, operating systems, storage, etc.).

2.3.2 Turnkey Wireless Solutions

A Proposal shall fully disclose what is included in the Turnkey Wireless Solutions, including all operational components, training, services, equipment, licenses, third party agreements, any and all fees and performance guarantees.

Products and services offered by carriers/Contractors under Legacy Plans that are now part of Category 3 awards under this solicitation will be part of the contracts that result from this solicitation if the carrier/Contractors has also been awarded under that Category and Sub-category.

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For example: MDM products under legacy plans may only be offered under the new Master Agreement if the Contractor is awarded under the MDM subcategory of Category 3 awards.

If an Contractor is not awarded a product under an Award Category 3 subcategory, but has provided a product or service under Legacy Plans, the Contractor may continue to offer the product to end users already under contract. The product may not be offered to new end users unless the Contractor has won award of the subcategory.

Turnkey Wireless Solutions Single Contract The provider offering a Turnkey Wireless Solutions may utilize subcontractors and partners to provide various elements of the system, but the system including all licensing rights will be covered by a single contract between the end user that purchases the system and the provider who is awarded a master agreement for this category of award.

Limited Related Service The provider shall provide support services as needed to install, maintain and enhance the system over the life of the system. These Limited Related Services shall be included in the system pricing. Installation services may be capped in proportion to the project at hand. The Proposal shall describe all related services that are included in the Turnkey Wireless System. The purchasing entity shall have the option to purchase additional services at pricing offered by the proposer and provide an hourly rate related to the project for the Additional Consulting or Integration Services.

Additional Consulting or Integration Services

a. The purchasing entity shall have the ability to purchase consulting or integration services from the provider.
b. Consulting Services – In Category 3, "Consulting Service" means planning, assessment and other professional consulting services provided by the Contractor related to the public entities planning, design, assessing, operating or maintaining an IoT solution.
c. Additional Services – In Category 3, "Integration Service" means the process of making new IoT devices, data, platforms and applications, as well as existing IT assets (for example, business applications, data, mobile, SaaS and legacy systems) work well together in the context of implementing end-to-end IoT business solutions. Integration services are not part of turnkey system or limited related service, but may be acquired from the provider or from a separate integration service provider at the sole discretion of the purchasing entity.

Limited Related Service and Additional Consulting or Integration Services will be billed at an Hourly rate will be included on the Cost Sheet (Attachment C) and will be included in the Master Agreement. The Hourly rate will be a blended rate and will encompass all related cost for these additional services.

2.3.3 Category 3 Subcategories of Award

See Attachment V for Category 3 Subcategory Definitions.

Right to Refresh

This category of master agreements (Turnkey Wireless Solutions) may be reopened and refreshed at the sole discretion of the Lead State at any time. The refresh may allow additional Turnkey Wireless Solutions offering in the broad scope or by specifically identified sub categories. The

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Lead State reserves the right to change the methodology for award for all or any subcategories at the time of the refresh/reopen of the solicitation. Awards for Award Category 3 in any refresh solicitation will be given the same contract term as the initial award.

Data Protection

The provider shall:

a. Specify the best available standards-based encryption technologies and options to protect sensitive data, depending on the particular service model that you intend to provide under this Master Agreement, while in transit or at rest.
b. Describe whether or not it is willing to sign relevant and applicable agreements that may be necessary to protect data with a Purchasing Entity.
c. Describe how it will only use data for purposes defined in the Master Agreement, participating addendum, or related service level agreement.
d. Specify its data disposal procedures, policies and destruction confirmation process

Subcontractors

Providers must explain for each Turnkey Wireless Solutions offered if they intend to provide it directly or through the use of Subcontractors. Any Subcontractor that a Provider chooses to use in fulfilling the requirements of the solicitation must also meet all Administrative, Business and Technical Requirements of the RFP, as applicable to the solutions provided in this category.

a. Contractor must describe the extent to which it intends to use subcontractors to perform contract requirements. Include each position providing service and provide a detailed description of how the subcontractors are anticipated to be involved under the Master Agreement.
b. If the subcontractor is known, provide the qualifications of the subcontractor to provide the services; if not, describe how you will guarantee selection of a subcontractor that meets the experience requirements of the RFP.
c. Include a description of how the Contractor will ensure that all subcontractors and their employees will meet all Statement of Work requirements.

2.3.4 Security For each Turnkey Wireless Solutions proposed include both a security disclosure statement.

Contractors for Award Category 3 must submit answers to Attachment S.

2.3.5 Client Infrastructure Impact and Support

Contractors will be willing to provide a description of the Impact and Support on End User infrastructure upon request Assessment what impacts the Turnkey Wireless application will have on the infrastructure used by purchasing entity, including the client's network, data storage and client owned and operated endpoints before installation. Contractor will at the time of purchase identify any support required by the purchasing entity to support the proposed Turnkey Wireless Solutions.

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2.3.6 Client Infrastructure and Support

Unless the purchasing entity waives the requirement, the Contractor shall provide a description of the Impact and Support on the End User infrastructure. This shall include an assessment of impacts the Turnkey Wireless application will have on the infrastructure used by purchasing entity, including the client's network, data storage and client owned and operated endpoints before installation. The description shall also identify any resources required by the purchasing entity to support the proposed Turnkey Wireless Solutions.

2.3.7 Pricing Requirements

Cost Sheet

See Attachment C for details for Award Category 3.

No other Terms and Conditions, End User Agreements, or any other terms will be offered with the new product or service unless it is included in the Master Agreement at formation or by Amendment.

Section 3: Adding New Products and Services

The Lead State anticipates establishing a process for regular communication with contractors and addition of new products and services. Addition of new products will be treated differently based on which category of award covers the product or service.

3.1 General Requirements

The Lead State, along with the sourcing committee of this Solicitation will review and add new products and services to the Master Agreements outlined below. The Lead State reserves the right to modify this process to ensure open, transparent and reasonable review of proposed new products and services.

3.2 New Products added under Award Category 1

For new service plans under Award Category 1, Carriers may add new plans as they become available to end users, so long as the plans are added to Attachment G, Contract Coverage Attachment, at the next quarterly update and therefore incorporated into the Master Agreement. If the new plans are not added to Attachment G at the next quarterly update, they will not be included within the scope of the Master Agreements that result from this solicitation. Once plans are incorporated into the Master Agreement in this manner, they are subject to the termination restrictions in section 2.1.4.

3.3 New Products added under Award Category 2

Contractors may add new products under Award Category 2 at any time as long as they fall within the scope of that award category. The Lead State reserves the right to make the determination of whether a product falls within award category 2.

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3.4 New Products added under Award Category 3

For new products under Award Category 3, Contractors must submit a request to the Lead State and sourcing team for consideration using Attachment N. All new products under Award Category 3 will be allowed only through amendment of the Master Agreements that result from this solicitation.

After consultation with the sourcing team, the Lead State may choose to include the new product under the Master Agreements by amendment. The Contractor will provide an updated Attachment G at the next quarterly update for public distribution.

3.4.1 New Product Request Form

The New Product Request form will be submitted to the Lead State to request any new products or services under Award Category 3(See Attachment M).

Proposed additional terms and conditions, end user agreements or related materials to be used with the new product must be included with the New Product Request form to be considered for addition to the Master Agreement. Terms and Conditions for additional products/services may be negotiated by the Lead State before addition.

3.4.2 New Product Request Log

All new added products and services under Award Category 3 will be included on Attachment N, Request Log sheet that will include Lead State recommendations and observations. This log will be included in the contract file and will be available for public view.

3.4.3 Quarterly Amendments

The Lead State expects to conduct quarterly amendments of the Master Agreement to add new products and services under Award Category 3. The Lead State reserves the right to amend, or not amend the Master Agreement at any time.

Terms and Conditions not included in the addition of new products for Award Category 3 will not be part of any agreement with end users. Contractors will present end users only with the Terms and Conditions agreed to by the parties in the Master Agreement Amendment.

3.4.4 Terms and Conditions Compliance with Master Agreement

All Products offered under Award Category 3 shall comply fully with all applicable Federal and State laws and regulations. The Order of Precedence clause in the NASPO ValuePoint Master Agreement Terms and Conditions and/or Participating Addendum will control in the event of any conflict between the NASPO ValuePoint Master Agreement and/or Participating Addendum and the Product Terms and Conditions. Any third-party product provider must agree to the Master Agreement Terms and Conditions.

3.5 Quarterly Call/Meeting

The Lead State expects to have a call with contractors every quarter to discuss the status of the contracts, discuss proposed new products and services, and any other issues that may arise regarding the contract. These calls/meetings will be scheduled at mutually agreed upon times.

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3.6 Terms and Conditions Compliance with Master Agreement

Any and all Products offered and furnished under any award category shall comply fully with all applicable Federal and State laws and regulations. The Order of Precedence clause in the NASPO ValuePoint Master Agreement Terms and Conditions and/or Participating Addendum will control in the event of any conflict between the NASPO ValuePoint Master Agreement and/or Participating Addendum and the Product Terms and Conditions. Any third-party product provider must agree to the Master Agreement Terms and Conditions.

Section 4: Individual Responsible Account Discounts

4.1 Individual Responsible Account Definition

Individual Responsible Accounts ("IRU") are accounts for products and services between Contractors awarded a contract under this solicitation and individuals who are employees of eligible users of the Master Agreement. IRU accounts are for the personal use of individual employees of eligible end users of the Master Agreement. IRU discount offerings are not required by Contractors but are scored as a Technical Scorable Criteria for Award Category 1.

All other plans used under this contract by eligible end users are Government/Corporate Responsible Plans (CRU).45.2 Corporate Responsible Account Definition

Corporate Responsible Accounts ("CRU") are accounts for end users of the Master Agreement.

4.3 Discount for Individual Responsible Account offerings

Contractors will indicate what, if any discount they allow for IRU accounts under this Master Agreement. This discount is entered in their Costsheet (Attachment C) and be included in the Master Agreement.

Section 5: Reporting

5.1 General Requirements

5.1.1 Reporting shall be provided in the format required by NASPO ValuePoint:

6.1.1.1 Attachment H (Award Category 1)

6.1.1.2 Attachment I (Award Category 2)

6.1.1.3 Attachment J (Award Category 3)

5.1.2 Attachment G: Contract Coverage Attachment

Contractors under the Master Agreement that results from this contract will submit quarterly Attachment G to the Lead State. This attachment is intended to encapsulate the

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plans, services and offerings of the contractor. This would include any legacy and current offerings, including the plans entered on Attachment C. (anything that would be covered by the Master Agreement).

For Award Category 1, all legacy plans that have a discount under the Current Nevada Master Agreement must continue the discount to be covered by the Master Agreement that results from this solicitation. All legacy plans that do not have a discount under the Current Nevada Master Agreement may continue to have no discount under the Master Agreement that results from this solicitation

Attachment G must be submitted by Contractors awarded under Award Category 1, Award Category 3 and Award Category 4.

5.1.3 Individual participating entities may request specific equipment sales summaries, which shall be provided at no cost.

Upon request, provide reporting elements and/or management reports related to usage for services that are available and would optimize the participating entity's ability to assess utilization and cost.

Be able to provide custom reports as may be requested by individual participating entities. Describe in general, the level of sophistication and complexity, custom usage report data that you can provide to the participating entities. Vendors should provide a sample report with their proposal.

Upon request, provide subscribers with usage reports which include full itemization of call details (such as the information on the Contractor's standard bill for consumer accounts) to enable verification of usage including: (1) call date, call number call length, call time, and (2) plan cost, per minute charges, overage cost, additional features charges and other fees, etc.

5.2 Quarterly Call/Meeting

Contractors must be available for a quarterly meeting by phone, video conference, or in person to discuss contract concerns, developments and any upcoming additional products or services related to reporting.

5.4 Usage Reports (Other States)

Other States and participating entities may have alternate reporting requirements and will be addressed by their Participating Addendum.

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Section 6: Pricing Landing Page

6.1 General

NASPO ValuePoint will develop a pricing landing page (webpage) to display contractor pricing in several key areas on an ongoing basis. It is anticipated that the end users will be able to use this Pricing Landing page as a tool to aid in pricing and negotiating plans and device accessory purchases from all awarded contractors. Contractors are expected to provide certain required fields for the Pricing Landing Page. This Section applies only to Category 1 awards.

6.2 Pricing Landing Page Requirements

6.2.1 General Requirements

The Pricing Landing Page will consist of a webpage to allow for quick reference of plans, equipment, accessories and services offered by contractors. Contractors may update the required fields at their discretion whenever they wish. The fields must be populated by contractors.

6.2.2 for Carriers/Contractors (Awarded under Category 1)

At the onset of the contract, Carriers/Contractors will be required to enter in pricing plans for the following scenarios that are found in Attachment C (Costsheet):

- Plans that include a subsidized device in the monthly rate plan cost
  - Basic phone with unlimited voice and messaging
  - Smartphone - 4 Gig of data, unlimited voice & messaging
  - Smartphone - 300 minutes of voice, unlimited data & messaging
  - Smartphone - unlimited data, voice & messaging
  - data only - low - 150 kb
  - data only - moderate - 4 Gig
  - data only - unlimited data
- Plans that require user to supply the device or pay for it separately
  - Smartphone - 4 Gig of data, unlimited voice & messaging
  - Smartphone - unlimited data, voice & messaging
  - Tablet - 1 Gig of data
  - Tablet - shares data with other devices
  - data only - low - 150 kb
  - data only - moderate - 4 Gig
  - data only - unlimited data

These categories have been identified as representing the rate plans and services that are most commonly purchased by NASPO Participating Entities. The categories may be changed as desired by the contractor by submitting updates to NASPO ValuePoint.

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6.3 Pricing Landing Page Features

Pricing information

The Lead state will develop a required reporting based on the 14 scenarios listed in Attachment C for the landing page. The lead state reserves the right to determine requirements.

Disclaimers

Clear disclaimers to end users that all pricing reflects contractors best estimates for hypothetical use cases and does not represent local fees, taxes and potential discounts available at specific locations

Point of Contact Information

Sales, Customer Service and Contract Administration point of contact information for ease of reference

Current Offers

Current Discounts, Offers, and Specials available to end users. This would be done on a national basis. Disclaimers for reasonable variance will be allowed at the discretion of the lead state.

Section 7: Administration of Contracts

7.1 Quarterly Amendment

The Lead State anticipates it will provide for regular quarterly amendments to the Master Agreement if there is a need to add new products or services. (Section 4). The Lead State at its discretion may elect to amend the Master Agreement at any time.

7.2 Quarterly Call

The Lead State and sourcing team intend to hold quarterly calls to facilitate new products/services, discuss the administration of the Master Agreements, and all other applicable aspects of the master agreement.

7.3 Annual Meeting

Contractors must be available for an annual meeting in person to discuss continuing administration of the contract. The Lead State anticipates meeting once a year in person to facilitate more in depth communication. The location of in-person meetings will be in The Salt Lake City area, or elsewhere at the discretion of the Lead State.

7.4 Published Documents

The Lead State intends to publish all new product/service request forms, new product logs, and any sourcing committee recommendations and notes related for reference. End users may use these documents to aid in their purchasing decisions.

MA176-1 Wireless Voice, Data and Accessories Attachment C: Costsheet

Award Category 1 Costsheet

Vendor Name: T-Mobile USA, Inc.

Subsidized Device Scenarios

Scenario	Description (carrier provides a device along with the rate plan. Pricing is for 1 device/plan as applicable per scenario.)	rate ($ per month)	Usage Weight	Weighted Cost	OFFERON NOTES Describe plan attributes and characteristics per the instructions*.
1	basic phone - unlimited voice & messaging	$20.00	0.115	$2.30	T-Mobile provides a basic phone with an MSRP value of $60.00 for calling and text messaging on a subsidized unlimited talk, text, and 2GB data plan. 24 months of service required.
2	Smartphone - 4 Gig of data, unlimited voice & messaging	$24.36	0.055	$1.34	T-Mobile provides a basic smart phone with an MSRP value of $110.00 included with a Smartphone Unlimited data, voice and messaging plan. 24 months of service required.
3	Smartphone - 300 minutes of voice, unlimited data & messaging	$20.00	0.357	$7.14	T-Mobile provides a smartphone discount of $50.00 on every unlimitd tablet plan. 24 months of service required on this rate plan.
4	Smartphone - unlimited data, voice & messaging	$34.44	0.048	$1.65	T-Mobile ONE for Government Unlimited • Includes a $240.00 device subsidy. • Unlimited minutes and messaging • Unlimited 4G LTE device data • 1GB Smartphone Mobile Hotspot • Unlimited Smartphone Mobile Hotspot @512kbps • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders • Optimized video streaming at 480p • Gogo in-flight 1 hour (unlimited flights) • Unlimited domestic data roaming Pricing includes the 16% NASPO discount. We also offer a $53.00 or $64.00 (before AVD) subsidized plans with higher subsidies that we can offer to NASPO. 1.1 Requirements for Customer to Qualify for Device Credits. (a) For the Device Credit to be effective, Customer must purchase a Device from T-Mobile with an activated line of Service under its Master Account. Each line of Service must be activated and maintained for at least 24 months from the date of activation without any suspension or termination of any line of Service (the "Subsidy Term"); (b) Customer can only choose one of the rate plans for each line of Service and cannot change or move the lines during the Subsidy Term; (c) Each line of Service and each Device purchased must be activated in accordance with the terms of the Agreement; and (d) Customer's account must remain in good standing with T-Mobile to receive the Device Credit. (e) Customer may upgrade the device after 20 months from date of activation after full payment of the outstanding amounts for the device. For the avoidance of doubt, lines of Service that are terminated or suspended (without reactivation) within the Subsidy Term will not qualify for any Device Credit. Subsidy Term/Termination; Device Recovery Fee. If any line of Service that received a Device Credit is terminated prior to the end of the Subsidy Term, then Customer agrees to pay or reimburse T-Mobile a pro rata portion of the Device Credit equal to 5% of the subsidy amount for each month that has been credited
5	data only - low - 150 kb	$8.40	0.014	$0.12	T-Mobile will give $5.00 off of a T-Mobile sold device with a 24 months agreement on the data only low 150kb plan.
6	data only - moderate - 4 Gig	$16.80	0.04	$0.67	T-Mobile will give $15.00 off a data only moderate 4GB plan off of a T-Mobile sold device with 24 months of service on the data only moderate 4GB plan.
7	data only - unlimited data	$38.25	0.287	$10.98	T-Mobile will provide up to $72.00 subsidy off of a T-Mobile sold compatable data hotspot device on the data only unlimied subsidy plan.
Total				$24.20	
Grand Total (C14 + K14)				$25.81	

Bring Your Own Device Scenarios

Scenario	Description (assume customer provides own device separately. Pricing is for 1 device/plan as applicable for scenario.)	rate	Usage Weight	Weighted Cost	OFFERON NOTES Describe plan attributes and characteristics per the instructions*.
8	Smartphone - 4 Gig of data, unlimited voice & messaging	$20.00	0.01	$0.20	Subsidized Unlimited Talk, Text, and Data with 2GB (Other data allotments available) • Unlimited minutes • Unlimited messaging • Unlimited data with 2 GB high-speed • Smartphone Mobile Hotspot. Speeds slow at GB allotment. • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders • Binge On optimized video • Domestic data roaming • Music Freedom Pricing includes the 16% NASPO discount.
9	Smartphone - unlimited data, voice & messaging	$24.36	0.01	$0.24	T-Mobile ONE for Government Unlimited • Unlimited minutes and messaging • Unlimited 4G LTE device data • 1GB Smartphone Mobile Hotspot • Unlimited Smartphone Mobile Hotspot @512kbps • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders • Optimized video streaming at 480p • Gogo in-flight 1 hour (unlimited flights) • Unlimited domestic data roaming Pricing includes the 16% NASPO discount.
10	Tablet - 1 Gig of data	$20.00	0.01	$0.20	T-Mobile ONE for Government Tablet Unlimited. • Unlimited messaging and high-speed data • 1GB of 4G LTE Smartphone Mobile Hotspot (reduced to 3G after the bucket is used) • Simple Global • Optimized video streaming at 480p • Stateside International Unlimited Texting • Mobile Without Borders • Domestic data roaming Pricing includes the 16% NASPO discount.
11	Unlimited Data Plans (no Throttling) that are used by First Responders	$33.60	0.01	$0.34	Priority ONE for First Responders with no de-prioritization • Unlimited minutes and messaging • Unlimited 4G LTE device data • 1GB Smartphone Mobile Hotspot • Unlimited Smartphone Mobile Hotspot @512kbps • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders • Optimized video streaming at 480p • Gogo in-flight 1 hour (unlimited flights) • Unlimited domestic data roaming Pricing includes the 16% NASPO discount.
12	data only - low - 150 kb	$8.40	0.01	$0.08	Simple Choice for Government 1GB •Unlimited data (speeds slow at 1GB) •Unlimited domestic messaging •Smartphone Mobile HotSpot •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Music Freedom Pricing includes the 16% NASPO discount.
13	data only - moderate - 4 Gig	$16.80	0.01	$0.17	Simple Choice for Government 3GB •Unlimited data (speeds slow at 3GB) •Unlimited domestic messaging •Smartphone Mobile HotSpot •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Music Freedom Pricing includes the 16% NASPO discount.
14	data only - unlimited data	$38.25	0.01	$0.38	Simple Choice for Government MI Unlimited • Unlimited High-speed Mobile Internet Data • Unlimited domestic messaging • Domestic data roaming • Simple Global • Stateside International Unlimited Texting • Music Freedom Pricing includes the 16% NASPO discount
Total				$1.61	

Subsidized Device Scenario Requirements

Scenario	Description	requirements
1	basic phone - unlimited voice & messaging	*monthly rate covers 1 user / plan for device, network access, unlimited voice talk time and unlimited messaging *device must be most current in stock device *data used on device will be pulled from account pool *plan includes unlimited messaging from the US to other countries
2	Smartphone - 4 Gig of data, unlimited voice & messaging	*monthly rate covers 1 user / plan for device, network access, unlimited voice talk time, unlimited messaging, unlimited mobile hot spot and at least 4 Gig of 4G data *device must be no older than one generation removed from most current model *data must contribute to overall account pool *unused data from the previous month may roll over into the next month's allowance *plan includes unlimited messaging from the US to other countries
3	Smartphone - 300 minutes of voice, unlimited data & messaging	*monthly rate covers 1 user / plan for device, network access, 300 minutes of voice talk time, unlimited messaging, unlimited mobile hot spot and unlimited 4G data *device must be no older than one generation removed from most current model *data must not throttle before at least 20 gigs of data have been used in the current month *minutes must contribute to overall account pool *plan includes unlimited messaging from the US to other countries
4	Smartphone - unlimited data, voice & messaging	*monthly rate covers 1 user / plan for device, network access, unlimited voice talk time, unlimited messaging, unlimited mobile hot spot and unlimited 4G data *device must be no older than one generation removed from most current model *data must not throttle before at least 20 gigs of data have been used in the current month *plan includes unlimited messaging from the US to other countries
5	data only - low - 150 kb	*monthly rate covers 1 user / plan for device, network access and at least 150 kb of 4G data *device must be no older than one generation removed from most current model *data must contribute to overall account pool *unused data from the previous month may roll over into the next month's allowance
6	data only - moderate - 4 Gig	*monthly rate covers 1 user / plan for device, network access, at least 4 Gig of 4G data and unlimited mobile hotspot *device must be no older than one generation removed from most current model *data must contribute to overall account pool *unused data from the previous month may roll over into the next month's allowance
7	data only - unlimited data	*monthly rate covers 1 user / plan for device, network access, unlimited 4G data and unlimited mobile hotspot *device must be no older than one generation removed from most current model *data must not throttle before at least 20 gigs of data have been used in the current month

Bring Your Own Device Scenarios

Scenario	Description	requirements
8	Smartphone - 4 Gig of data, unlimited voice & messaging	*monthly rate covers 1 user / plan for network access, unlimited voice talk time, unlimited messaging, unlimited mobile hot spot and at least 4 Gig of 4G data *data must contribute to overall account pool *unused data from the previous month may roll over into the next month's allowance *plan includes unlimited messaging from the US to other countries
9	Smartphone - unlimited data, voice & messaging	*monthly rate covers 1 user / plan for network access, unlimited voice talk time, unlimited messaging, unlimited mobile hot spot and unlimited 4G data *data must not throttle before at least 20 gigs of data have been used in the current month *plan includes unlimited messaging from the US to other countries
10	Tablet - 1 Gig of data	*monthly rate covers 1 user / plan for network access, unlimited mobile hot spot and at least 1 Gig of 4G data *data must contribute to overall account pool *unused data from the previous month may roll over into the next month's allowance
11	Unlimited Data Plans (no Throttling) that are used by First Responders	*monthly rate covers 1 user / plan for network access, unlimited voice talk time, unlimited messaging, unlimited mobile hot spot and unlimited 4G data *plan includes unlimited messaging from the US to other countries
12	data only - low - 150 kb	*monthly rate covers 1 user / plan for network access, at least 150 kb of 4G data *data must contribute to overall account pool *unused data from the previous month may roll over into the next month's allowance
13	data only - moderate - 4 Gig	*monthly rate covers 1 user / plan for network access and at least 4 Gig of 4G data and unlimited mobile hotspot *data must contribute to overall account pool *unused data from the previous month may roll over into the next month's allowance
14	data only - unlimited data	*monthly rate covers 1 user / plan for network access, unlimited 4G data and unlimited mobile hotspot *data must not throttle before at least 20 gigs of data have been used in the current month

Catalog Discount Offering

Description	Pecentage Off (%)	What aspects of plans does this discount apply to? Please be specific.
Percentage off discount rate offered plans as defined by the Scope of Work (Must be an entry to be responsive)	16%	The 16% NASPO discount applies to the rate plans listed above in Category 1.

ILU Discount Offering

Description	Pecentage Off (%)	What aspects of plans does this discount apply to? Please be specific.
Percentage off discount rate offered to ILU accounts as defined by the Scope of Work	up to 33%	Amplified Program: Get the hook up with T-Mobile Amplified - exclusive savings of up to 33% off for your employees and their families. •Talk, text & 4G LTE data on your smartphone •Mobile hotspot •Video streaming •FREE Gogo® in-flight Wi-Fi •International coverage in 210+ countries and destinations (up to 256 Kbps) •Name ID •Voice to text •No-cost DIGITS® number with each line

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MA176-1 Wireless Voice, Data and Accessories Attachment C: Costsheet

Award Category 2 Costsheet

Vendor Name:	T-Mobile USA, Inc.

Item Number	Item Description	Manufacture/Brand	Model	Price Per Unit	MSRP	Category Percentage off of MSRP (If applicable)	Average Cost	Notes
1	Cases	Griffin	Apple iPhone X Survivor Strong Case - Black	$29.99	$29.99	25.00%	$36.66	Other options available at https://business.t-mobile.com/accessories
		Apple	Silicone Case for iPhone XS	$39.99	$39.99	25.00%		Other options available at https://business.t-mobile.com/accessories
		OtterBox	SymmetrySeries Case for Samsung Galaxy S9	$39.99	$39.99	25.00%		Other options available at https://business.t-mobile.com/accessories
2	Screen Protectors	Tech21	Apple iPhone X/XS Impact Shield	$34.99	$34.99	25.00%	$29.99	Other options available at https://business.t-mobile.com/accessories
		PureGear	Roll-On Extreme Impact for Samsung Galaxy S9	$29.99	$29.99	25.00%		Other options available at https://business.t-mobile.com/accessories
		PureGear	Roll-On Extreme Impact for Apple iPhone X/XS	$24.99	$14.99	25.00%		Other options available at https://business.t-mobile.com/accessories
3	Chargers	T-Mobile	4ft Lightning Cable	$19.99	$19.99	25.00%	$18.32	Other options available at https://business.t-mobile.com/accessories
		Belkin	Micro-USB to USB A Cable, 4ft	$19.99	$19.99	25.00%		Other options available at https://business.t-mobile.com/accessories
		T-Mobile	Micro Cable 4 ft Black	$14.99	$14.99	25.00%		Other options available at https://business.t-mobile.com/accessories
4	Headsets for use with wireless devices	Apple	EarPods with Lightning Connector	$29.99	$29.99	25.00%	$69.99	Other options available at https://business.t-mobile.com/accessories
		Apple	Airpods	$159.99	$159.99	25.00%		Other options available at https://business.t-mobile.com/accessories
		Skullcandy	Ink'd Wired with mic - Black	$19.99	$19.99	25.00%		Other options available at https://business.t-mobile.com/accessories
5	Speakers for use with wireless devices	JBL	Go Speaker	$39.99	$39.99	25.00%	$123.32	Other options available at https://business.t-mobile.com/accessories
		JBL	Link 10 - Black	$149.99	$149.99	25.00%		Other options available at https://business.t-mobile.com/accessories
		Ultimate Ears	BLAST and POWER UP - Black	$179.99	$179.99	25.00%		Other options available at https://business.t-mobile.com/accessories
6	Basic Cell Phone	Alcatel	GO FLIP	$75.00	$75.00	0.00%	$25.00	Pricing are subject to change at time of purchase and availability.
		N/A	N/A	$0.00	$0.00	0.00%		
		N/A	N/A	$0.00	$0.00	0.00%		
7	Push to Talk Device	N/A	N/A	$0.00	$0.00	0.00%	$0.00	
		N/A	N/A	$0.00	$0.00	0.00%		
		N/A	N/A	$0.00	$0.00	0.00%		
8	SmartPhones	Apple	iPhone XS 64GB	$999.99	$999.99	0.00%	$873.33	Pricing are subject to change at time of purchase and availability.
		Apple	iPhone X 64GB	$899.99	$899.99	0.00%		Pricing are subject to change at time of purchase and availability.
		Samsung	Galaxy S9 64GB	$720.00	$720.00	0.00%		Pricing are subject to change at time of purchase and availability.
9	Tablets	Apple	iPad 32GB	$459.99	$459.99	0.00%	$493.33	Pricing are subject to change at time of purchase and availability.
		Apple	iPad Pro 10.5 64GB	$779.99	$779.99	0.00%		Pricing are subject to change at time of purchase and availability.
		Samsung	Galaxy Tab E	$240.00	$240.00	0.00%		Pricing are subject to change at time of purchase and availability.
10	Cellular Modems stand alone, integrated or USB	N/A	N/A	$0.00	$0.00	0.00%	$0.00	
		N/A	N/A	$0.00	$0.00	0.00%		
		N/A	N/A	$0.00	$0.00	0.00%		
11	MiFi Hot Spots	Alcatel	LINKZONE	$72.00	$72.00	0.00%	$24.00	Pricing are subject to change at time of purchase and availability.
		N/A	N/A	$0.00	$0.00	0.00%		
		N/A	N/A	$0.00	$0.00	0.00%		
12	WiFi Cellular Routers	N/A	N/A	$0.00	$0.00	0.00%	$0.00	
		N/A	N/A	$0.00	$0.00	0.00%		
		N/A	N/A	$0.00	$0.00	0.00%		
13	IoT Sensors	N/A	N/A	$0.00	$0.00	0.00%	$0.00	
		N/A	N/A	$0.00	$0.00	0.00%		
		N/A	N/A	$0.00	$0.00	0.00%		
14	Cellular-enabled video cameras	N/A	N/A	$0.00	$0.00	0.00%	$0.00	
		N/A	N/A	$0.00	$0.00	0.00%		
		N/A	N/A	$0.00	$0.00	0.00%		
15	Cords / cables	N/A	N/A	$0.00	$0.00	0.00%	$0.00	
		N/A	N/A	$0.00	$0.00	0.00%		
		N/A	N/A	$0.00	$0.00	0.00%		
16	Signal Boosters / Antennas	TBD	TBD	$0.00	$0.00	0.00%	$0.00	T-Mobile will work with each Participating State on in-buildling solutions.
		TBD	TBD	$0.00	$0.00	0.00%		T-Mobile will work with each Participating State on in-buildling solutions.
		TBD	TBD	$0.00	$0.00	0.00%		T-Mobile will work with each Participating State on in-buildling solutions.
Total							$278.28	

ILU Discount Offering

Descripiton	Pecentage Off (%)	What aspects of plans does this discount apply to? Please be specific.
Percentage off discount rate offered to ILU accou	$0.00	Promotional offerings at the time of purchase may apply.

MA176-1 Wireless Voice, Data and Accessories Attachment C: Costsheet				
Category 3A: Fleet Management Costsheet				
VENDOR		T-Mobile USA, Inc.		
Monthly Recurring Cost				
Description	***minimum quantity of vehicles***	***monthly fee***	***total annual cost*** *(qty x fee x 12)*	***OFFEROR NOTES*** Describe plan attributes and characteristics per the instructions*.
Basic Fleet Management	10	$12.60	$1,512.00	SyncUP FLEET: Advanced, real-time fleet management and monitoring for organizations of all sizes. Includes access to the web-based portal that
	100	$12.60	$15,120.00	SyncUP FLEET: Advanced, real-time fleet management and monitoring for organizations of all sizes. Includes access to the web-based portal that
	500	$12.60	$75,600.00	SyncUP FLEET: Advanced, real-time fleet management and monitoring for organizations of all sizes. Includes access to the web-based portal that
	1000	$12.60	$151,200.00	SyncUP FLEET: Advanced, real-time fleet management and monitoring for organizations of all sizes. Includes access to the web-based portal that
	5000	$12.60	$756,000.00	SyncUP FLEET: Advanced, real-time fleet management and monitoring for organizations of all sizes. Includes access to the web-based portal that
Total Annual Recurring Cost			**$999,432.00**	

Service Requirements		
Description		***requirements***
Basic Fleet Management		*Solution to track, monitor & dispatch vehicles while collecting information on vehicle location & operation *must have option to connect to vehicle's On Board Diagnostic-II (OBD-II) port *Ability to monitor vehicle location *Provide location-based vehicle dispatch support *Collect information on driver performance *Real time and historical reporting via secure, centralized portal *Ability to set up alerts based on customer devined parameters

Installation & Set Up Costs				
Description	***minimum quantity of vehicles***	***cost per vehicle***	***Total Set Up Cost***	***OFFEROR NOTES*** Details of Installation and Set Up of customer's instance
Total One Time Cost for Installation, Set Up and Basic System Administrator Training	10	$0.00	$0.00	Installation, set up and basic training is included at no charge.
	100	$0.00	$0.00	Installation, set up and basic training is included at no charge.
	500	$0.00	$0.00	Installation, set up and basic training is included at no charge.
	1000	$0.00	$0.00	Installation, set up and basic training is included at no charge.
	5000	$0.00	$0.00	Installation, set up and basic training is included at no charge.
Total Installation and Set Up Cost			**$0.00**	

Installation & Set Up Requirements		
Description		***requirements***
Installation, Set Up and Basic System Administrator Training		*Set up and configuration of customer's instance in provider's hosted environment. *install each device in vehicle and connect to OBD-II

Scorable Cost	**$999,432.00**

MA176-1 Wireless Voice, Data and Accessories Attachment C: Costsheet				
Category 3C: Mobile Integration Costsheet				
VENDOR		T-Mobile USA, Inc.		
Monthly Recurring Cost				
Description	***minimum quantity of licenses***	***monthly fee***	***total annual cost*** *(qty x fee x 12)*	***OFFEROR NOTES*** Describe plan attributes and characteristics per the instructions*.
Basic Mobile Integration cost per device	10	$23.50	$2,820.00	a. Cloud PBX Calling i. Direct Inward Dial/Direct Outward Dial to/from Business Phone Number ii. Direct Inward Dial/Direct Outward Dial to/from Business email address to Business email address iii. Personal Group Calling (existing and ad-hoc) 3-Way calling implemented through ad-hoc personal groups iv. Transfer (Blind, Consultative) v. Hold vi. Call Waiting vii. Call Waiting ID viii. Call Forward (All, No Answer, Busy, Selective) ix. Find Me Follow Me x. Do Not Disturb xi. Out of Office xii. Caller Name & Number xiii. Call Name &/or ID Block (outbound) xiv. Call pull xv. Voicemail xvi. Voicemail to text (300 sec)
	100	$23.50	$28,200.00	Same as above.
	500	$23.50	$141,000.00	Same as above.
	1000	$23.50	$282,000.00	Same as above.
Total Annual Recurring Cost			**$454,020.00**	

Service Requirements		
Description		***requirements***
Basic Mobile Integration		As a minimum, solutions meeting this criteria will provide: •Single Number Reach or the ability for a user to be reached at a single business telephone number. •Calls to that single telephone number would ring at both the user's desk phone or mobile device either through simultaneous and/or sequential ringing. • Single Voicemail Box for calls to that single business number.

Installation & Set Up Costs				
Description	***minimum quantity of licenses***		***Total Set Up Cost***	***OFFEROR NOTES*** Details of Installation and Set Up of customer's instance
Total One Time Cost for Installation, Set Up and Basic System Administrator Training	10		$0.00	Installation and Set up at no cost.
	100		$0.00	Installation and Set up at no cost.
	500		$0.00	Installation and Set up at no cost.
	1000		$0.00	Installation and Set up at no cost.
Total Installation and Set Up Cost			**$0.00**	

Installation & Set Up Requirements		
Description		***requirements***
Installation, Set Up and Basic System Administrator Training		*Set up and configuration of customer's mobile service with integration to wired service. *At least one remote meeting with customer's designated system administrator to complete set up and provide knowledge transfer.

Scorable Cost	**$454,020.00**

Consutlative Hourly Rate (this rate will be included in the	$0.00

CJ18012 Wireless Voice, Data and Accessories
Attachment G Plan Coverage
(this document is intended to cover CRU plans only)
Carrier lists every plan and feature available under the NASPO ValuePoint contract, and provides full details of the plan or feature
Fill in each column for each plan or feature included. Enter "not applicable" or "N/A" for any column that does not apply to a specific plan or feature.
Plans used in the Offerors submission Attachment C are to be entered on this attachment.

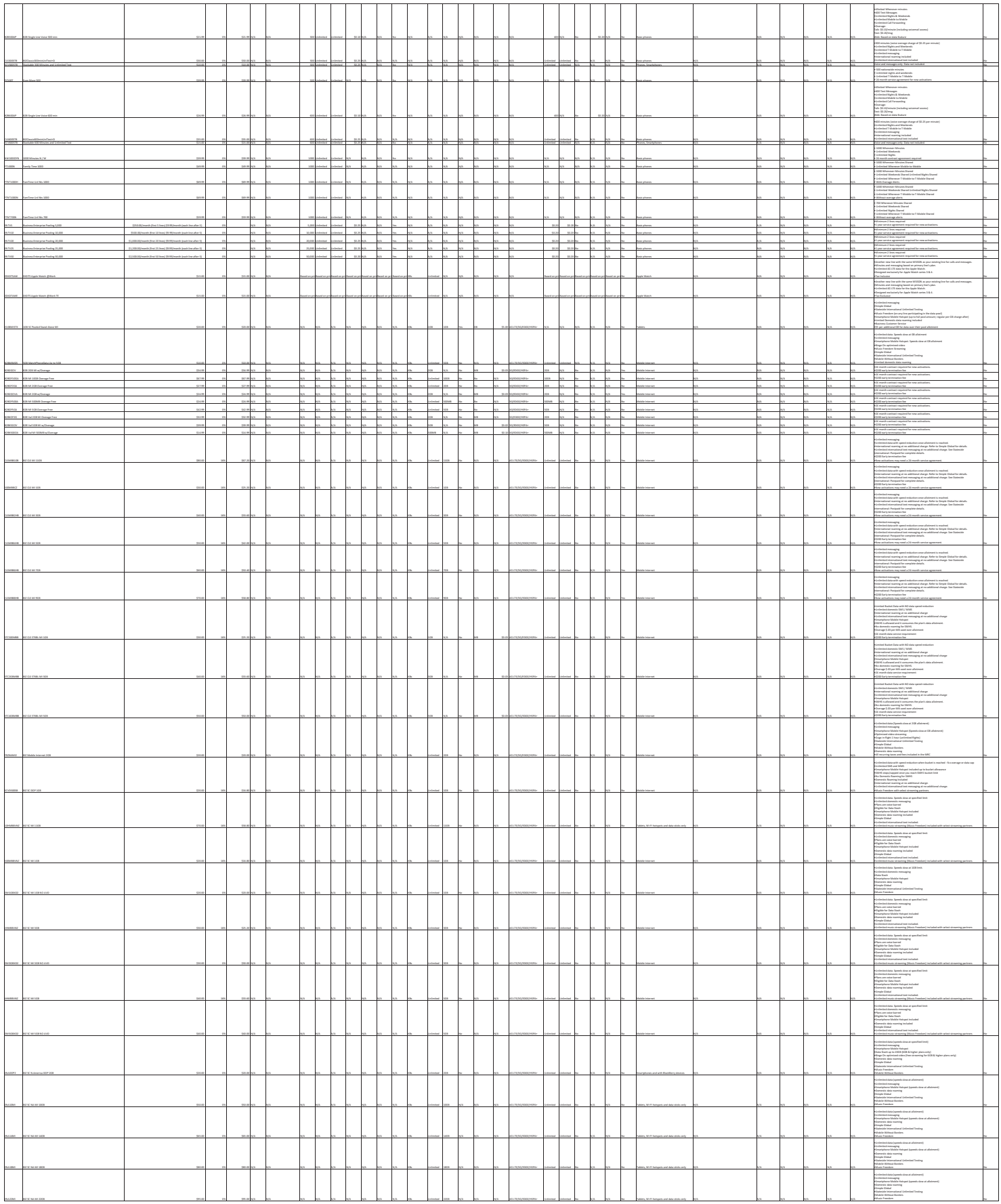
Plan # of Feature #	Plan or Feature Description	Monthly Cost Before Discount	Discount Percentage	NASPO ValuePoint Monthly Cost (net of discount)	One time Cost Amount	Description of One Time Cost
10GBDZ	Add-on: 10GB Data for Simple Choice	$30.00	0%	$30.00	N/A	N/A
Z2GBXDATA	Add-on: 2GB Data for Simple Choice	$0.00	0%	$0.00	N/A	N/A
6GBDZ	Add-on: 6GB Data for Simple Choice	$15.00	0%	$15.00	N/A	N/A
NODATA	Add-on: No data service	$0.00	0%	$0.00	N/A	N/A
GOV1PLUS	Add-on: T-Mobile ONE Plus (Smartphone)	$15.00	0%	$15.00	N/A	N/A
G1PLUS0	Add-on: T-Mobile ONE Plus (Smartphone) ONE+ONE Plus	$0.00	0%	$0.00	N/A	N/A
G1PLUSMI	Add-on: T-Mobile ONE Plus Government (Tablet)	$15.00	16%	$12.60	N/A	N/A
GTM1DAT	Add-on: T-Mobile ONE Unlimited Data	$0.00	0%	$0.00	N/A	N/A
GTM1PLMI	Add-on: T-Mobile ONE Tablet for Government	$10.00	0%	$10.00	N/A	N/A
GTM1PLS2	Add-on: T-Mobile ONE Plus Voice for Government	$10.00	0%	$10.00	N/A	N/A
STV10GBMI	BIZ SC STKBL MI 10GB	$50.00	0%	$50.00	N/A	N/A
STV14GBMI	BIZ SC STKBL MI 14GB	$65.00	0%	$65.00	N/A	N/A
STV2GBMI	BIZ SC STKBL MI 2GB	$20.00	0%	$20.00	N/A	N/A
STV30GBMI	BIZ SC STKBL MI 30GB	$135.00	0%	$135.00	N/A	N/A
STV6GBMI	BIZ SC STKBL MI 6GB	$35.00	0%	$35.00	N/A	N/A
CDHUNBBG	GOV Classic BISBES UNL DOP	$50.00	0%	$50.00	N/A	N/A
VUNLMBBG	Government Simple Choice Mobile Internet Unlimited	$35.00	16%	$29.40	N/A	N/A
TBD	IoT 10GB	$80.00	0%	$80.00	N/A	N/A
TBD	IoT 10MB	$1.00	0%	$1.00	N/A	N/A
TBD	IoT 1GB Failover	$7.00	0%	$7.00	N/A	N/A
TBD	IoT 1GB Standard	$10.00	0%	$10.00	N/A	N/A
TBD	IoT 1MB	$0.60	0%	$0.60	N/A	N/A
TBD	IoT 3GB	$27.00	0%	$27.00	N/A	N/A
TBD	IoT 5GB	$45.00	0%	$45.00	N/A	N/A
ZM2M128KT	Machine to Machine 128kbps with Text	$5.00	0%	$5.00	N/A	N/A
ZM2M512KT	Machine to Machine 512kbps with Text	$10.00	0%	$10.00	N/A	N/A
ZNAMI2GB	Simple Choice Mobile Internet Business 2GB	$10.00	0%	$10.00	N/A	N/A
GSYNCFLTE	SyncUP FLEET Government	$15.00	16%	$12.60	N/A	N/A
GTM1TAB	T-Mobile ONE Tablet for Government	$23.50	16%	$19.74	N/A	N/A
GOVUTTP6	GOV SC UNL T&T 6 lines incl.	$120.00	16%	$100.80	N/A	N/A
SCVUTTGOV	GOV Simple Choice VAL UNLT&T	$50.00	16%	$42.00	N/A	N/A
SCVPUTTG6	GOV SmpCh Val UnlTT Pool 6+	$120.00	16%	$100.80	N/A	N/A
ZNATTU12	Simple Choice Voice (13 lines)	$195.00	16%	$163.80	N/A	N/A
GTM1PS100	T-Mobile ONE for Government	$29.00	16%	$24.36	N/A	N/A
G1PLSALL	T-Mobile ONE w/ ONE Plus Government 2+ lines	$176.00	16%	$147.84	N/A	N/A
GOVW500MB	GOV Wearable 500MB Separate#	$10.00	16%	$8.40	N/A	N/A
ZNA100GST	Simple Choice 100GB Pooled Data North America (first 10 lines)	$150.00	15%	$127.50	N/A	N/A
ZNA2GBST	Simple Choice 2GB Pooled Data North America (first 10 lines)	$150.00	15%	$127.50		
ZNA30GBST	Simple Choice 30GB Pooled Data North America (first 10 lines)	$150.00	15%	$127.50	N/A	N/A
ZNAMI6GB	Simple Choice 6GB Mobile Internet w/ Data Stash & SMHS	$25.00	0%	$25.00	N/A	N/A
ZADDUT15	Simple Choice Unlimited Talk, Text & Data - AAL	$15.00	16%	$12.60	N/A	N/A
ZNATTU10	Simple Choice Voice (10 line)	$150.00	16%	$126.00	N/A	N/A
ZNATTU2	Simple Choice Voice (2 lines)	$80.00	16%	$67.20	N/A	N/A
ZADDUT10	Simple Choice Voice (3-12 lines) - AAL	$10.00	16%	$8.40	N/A	N/A
G1PLSADD	T-Mobile ONE w/ One Plus Government - AAL	$29.00	16%	$24.36	N/A	N/A
GSYNCFLET	SyncUP FLEET Government TI	$15.00	16%	$12.60	N/A	N/A
BZPMRV0	B2B $0 Per Min Rate Plan	$0.00	0%	$0.00	N/A	N/A
B2BPMRV5	B2B Per Min Rate Plan	$5.00	0%	$5.00	N/A	N/A
PMR500	Talk Per Minute Rating 500	$4.99	0%	$4.99	N/A	N/A
PMR500CHO	Voice Per Minute Rating	$0.00	0%	$0.00	N/A	N/A
WSCAPMR	Voice Per Minute Rating	$0.00	0%	$0.00	N/A	N/A
B2B100AP	B2B Single Line Voice 100 min	$14.99	0%	$14.99	N/A	N/A
SCV100STB	BIZ SmpChVAL 100minUnlTxt+D	$5.00	0%	$5.00	N/A	N/A

Details of Plan — Voice and Data

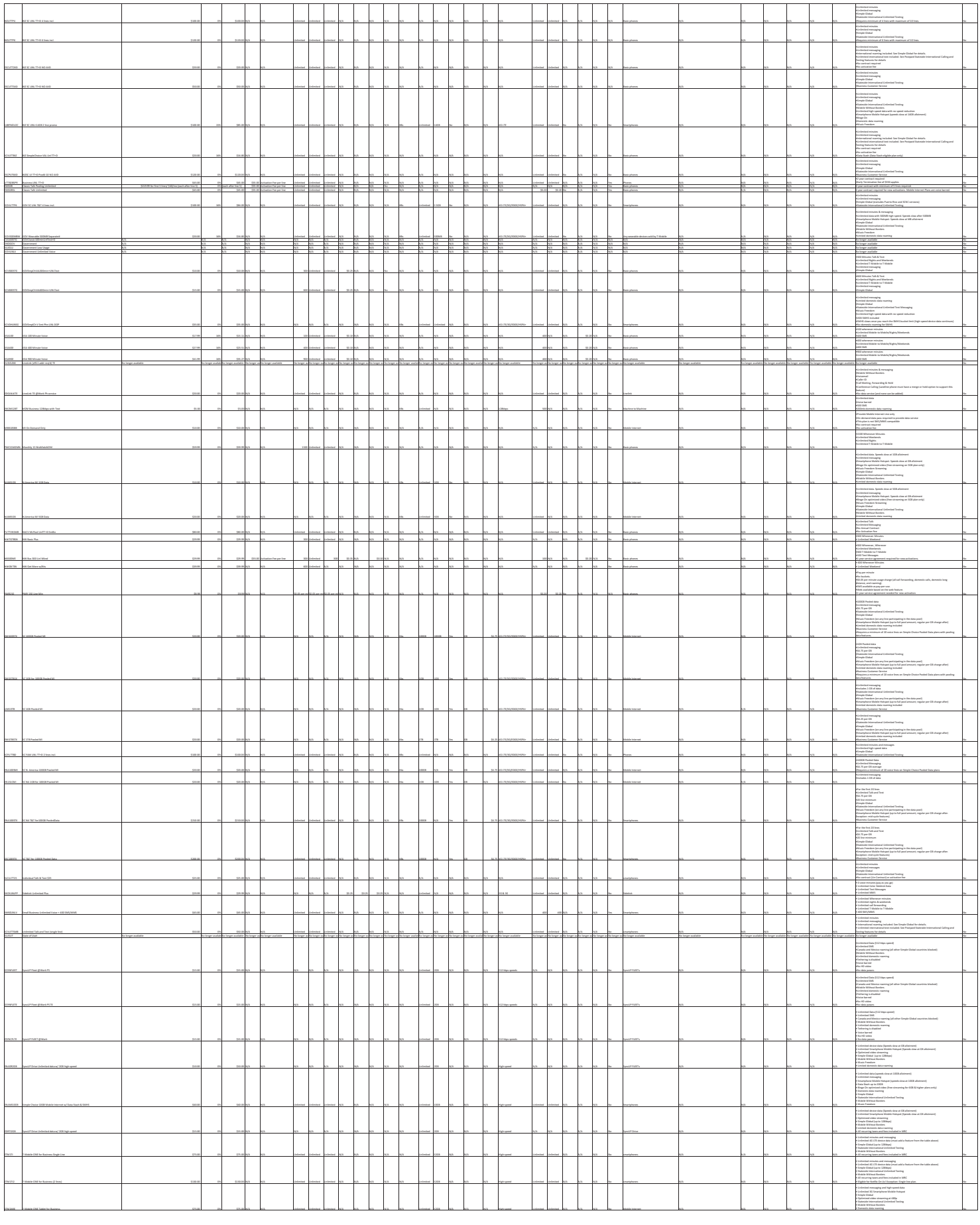
Plan # of Feature #	Voice: anytime minutes included	Voice: nights / weekend minutes included	Voice: provider to provider minutes included	Voice: cost per minute overage - any time	Voice: cost per minute overage - night / weekend	Voice: cost per minute overage - provider to provider	Voice: Pooled	Data: measurement for billing	Data: qty included	Data: throttles after how much monthly usage	Data: Pooled	Data: overage unit measurement?	Data: overage cost per unit	Data: data network??
10GBDZ	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Z2GBXDATA	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
6GBDZ	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
NODATA	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
GOV1PLUS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
G1PLUS0	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
G1PLUSMI	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
GTM1DAT	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
GTM1PLMI	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
GTM1PLS2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
STV10GBMI	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	10GB	N/A	Yes	GB	$5.00	4G LTE/3G/EDGE/HSPA+
STV14GBMI	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	14GB	N/A	Yes	GB	$5.00	4G LTE/3G/EDGE/HSPA+
STV2GBMI	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	2GB	N/A	Yes	GB	$5.00	4G LTE/3G/EDGE/HSPA+
STV30GBMI	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	30GB	N/A	Yes	GB	$5.00	4G LTE/3G/EDGE/HSPA+
STV6GBMI	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	6GB	N/A	Yes	GB	$5.00	4G LTE/3G/EDGE/HSPA+
CDHUNBBG	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	N/A	N/A	N/A	N/A	4G LTE/3G/EDGE/HSPA+
VUNLMBBG	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	N/A	N/A	N/A	N/A	High-speed
TBD (IoT 10GB)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	10GB	N/A	MB	$0.01	
TBD (IoT 10MB)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	10MB	N/A	MB	$0.01	
TBD (IoT 1GB Failover)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	1GB	N/A	MB	$0.007	
TBD (IoT 1GB Standard)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	1GB	N/A	MB	$0.01	
TBD (IoT 1MB)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	1MB	N/A	MB	$0.025	
TBD (IoT 3GB)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	3GB	N/A	MB	$0.01	
TBD (IoT 5GB)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	5GB	N/A	MB	$0.01	
ZM2M128KT	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	Unlimited	No	N/A	N/A	128 kbps speeds
ZM2M512KT	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	Unlimited	No	N/A	N/A	512 kbps speeds
ZNAMI2GB	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	2GB	No	N/A	N/A	4G LTE
GSYNCFLTE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	Unlimited	No	N/A	N/A	512 kbps speeds
GTM1TAB	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	Unlimited	N/A	N/A	N/A	4G LTE
GOVUTTP6	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
SCVUTTGOV	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
SCVPUTTG6	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
ZNATTU12	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A
GTM1PS100	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	No	KBs	Unlimited	N/A	No	N/A	N/A	4G LTE
G1PLSALL	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	No	Kbs	Unlimited	Unlimited	No	N/A	N/A	4G LTE/3G/EDGE/HSPA+
GOVW500MB	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	500MB	No	N/A	N/A	4G LTE/3G/EDGE/HSPA+
ZNA100GST	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	GB	100GB	N/A	Yes	GB	$4.25	High-speed
ZNA2GBST														
ZNA30GBST	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	GB	30GB	N/A	Yes	GB	$4.50	High-speed
ZNAMI6GB	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	6GB	N/A	N/A	N/A	High-speed
ZADDUT15	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
ZNATTU10	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
ZNATTU2	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
ZADDUT10	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
G1PLSADD	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed
GSYNCFLET	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	2GB	N/A	N/A	N/A	512 kbps speeds
BZPMRV0	$0.05	$0.05	$0.05	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
B2BPMRV5	$0.05	$0.05	$0.05	N/A	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A
PMR500	$0.05	$0.05	$0.05	N/A	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A
PMR500CHO	$0.05	$0.05	$0.05	N/A	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A
WSCAPMR	$0.08	$0.08	$0.08	N/A	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A
B2B100AP	100	Unlimited	Unlimited	$0.10	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A
SCV100STB	100	Unlimited	Unlimited	$0.25	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Details of Plan — Messaging and Equipment; Details of Add On Features; Plan or Feature Rules & Restrictions

Plan # of Feature #	Qty SMS included	Qty MMS included	Pooled	cost per SMS over	cost per MMS over	Subsidized Device	Equipment Requirements	description of unit	qty of units included	units of overage	cost per unit of overage	data network??	throttles after how much monthly usage	Plan or Feature Rules & Restrictions	Available to new Users Currently
10GBDZ	N/A	N/A	N/A	N/A	N/A	No	Smartphones	GB data	Unlimited	N/A	N/A	High-speed	10GB	•Unlimited data. Speeds slow at 10GB allotment. •Smartphone Mobile Hotspot. Speeds slow at 10GB allotment. •Data Stash up to 20GB •Binge On optimized video •Domestic data roaming •Music Freedom •For Smartphone and BB10 devices only.	Yes
Z2GBXDATA	N/A	N/A	N/A	N/A	N/A	No	Smartphones	GB data	Unlimited	N/A	N/A	High-speed	2GB	•Unlimited data. Speeds slow at 2GB allotment. •Smartphone Mobile Hotspot. Speeds slow at 2GB allotment. •Domestic data roaming •Music Freedom •For Smartphone and BB10 devices only.	Yes
6GBDZ	N/A	N/A	N/A	N/A	N/A	No	Smartphones	GB data	Unlimited	N/A	N/A	High-speed	6GB	•Unlimited data. Speeds slow at 6GB allotment. •Smartphone Mobile Hotspot. Speeds slow at 6GB allotment. •Data Stash up to 20GB •Binge On optimized video •Domestic data roaming •Music Freedom •For Smartphone and BB10 devices only.	Yes
NODATA	N/A	N/A	N/A	N/A	N/A	N/A	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	[illegible]	Yes
GOV1PLUS	N/A	N/A	N/A	N/A	N/A	N/A	Smartphones	Add-On to T-Mobile ONE Voice	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	[illegible]	Yes
G1PLUS0	N/A	N/A	N/A	N/A	N/A	N/A	Smartphones	Add-On to T-Mobile ONE w/ONE Plus Voice	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	[illegible]	Yes
G1PLUSMI	N/A	N/A	N/A	N/A	N/A	N/A	Tablets	Add-on to T-Mobile ONE Tablet for Government	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	[illegible]	Yes
GTM1DAT	N/A	N/A	N/A	N/A	N/A	N/A	Smartphones	Add-on to T-Mobile ONE Voice	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	[illegible]	Yes
GTM1PLMI	N/A	N/A	N/A	N/A	N/A	N/A	Tablet	Add-on to T-Mobile ONE Tablet for Government	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	[illegible]	Yes
GTM1PLS2	N/A	N/A	N/A	N/A	N/A	N/A	Smartphones	Add-on to T-Mobile ONE Voice for Government	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	[illegible]	Yes
STV10GBMI	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	[illegible]	Yes
STV14GBMI	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	[illegible]	Yes
STV2GBMI	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	[illegible]	Yes
STV30GBMI	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	[illegible]	Yes
STV6GBMI	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	[illegible]	Yes
CDHUNBBG	Unlimited	Unlimited	N/A	N/A	N/A	No	BlackBerry BIS/BES	N/A	N/A	N/A	N/A	N/A	N/A	[illegible]	Yes
VUNLMBBG	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablets, Wi-Fi hotspots and data sticks only	N/A	N/A	N/A	N/A	N/A	N/A	[illegible]	Yes
TBD (IoT 10GB)	N/A	N/A	N/A	N/A	N/A	N/A	IoT	N/A	N/A	N/A	N/A	N/A	N/A	IoT 10GB	Yes
TBD (IoT 10MB)	N/A	N/A	N/A	N/A	N/A	N/A	IoT	N/A	N/A	N/A	N/A	N/A	N/A	IoT 10MB	Yes
TBD (IoT 1GB Failover)	N/A	N/A	N/A	N/A	N/A	N/A	IoT	N/A	N/A	N/A	N/A	N/A	N/A	IoT 1GB Failover	Yes
TBD (IoT 1GB Standard)	N/A	N/A	N/A	N/A	N/A	N/A	IoT	N/A	N/A	N/A	N/A	N/A	N/A	IoT 1GB Standard	Yes
TBD (IoT 1MB)	N/A	N/A	N/A	N/A	N/A	N/A	IoT	N/A	N/A	N/A	N/A	N/A	N/A	IoT 1MB	Yes
TBD (IoT 3GB)	N/A	N/A	N/A	N/A	N/A	N/A	IoT	N/A	N/A	N/A	N/A	N/A	N/A	IoT 3GB	Yes
TBD (IoT 5GB)	N/A	N/A	N/A	N/A	N/A	N/A	IoT	N/A	N/A	N/A	N/A	N/A	N/A	IoT 5GB	Yes
ZM2M128KT	500	N/A	No	N/A	N/A	No	M2M	N/A	N/A	N/A	N/A	N/A	N/A	[illegible]	Yes
ZM2M512KT	500	N/A	No	N/A	N/A	No	M2M	N/A	N/A	N/A	N/A	N/A	N/A	[illegible]	Yes
ZNAMI2GB	Unlimited	Unlimited	No	N/A	N/A	No	Tablets, Wi-Fi hotspots and data sticks only	N/A	N/A	N/A	N/A	N/A	N/A	[illegible]	Yes
GSYNCFLTE	Unlimited	N/A	No	N/A	N/A	No	SyncUP FLEETs	N/A	N/A	N/A	N/A	N/A	N/A	[illegible]	Yes
GTM1TAB	Unlimited	Unlimited	No	N/A	N/A	No	Tablets	N/A	N/A	N/A	N/A	N/A	N/A	[illegible]	Yes
GOVUTTP6	Unlimited	Unlimited	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	[illegible]	Yes
SCVUTTGOV	Unlimited	Unlimited	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	[illegible]	Yes
SCVPUTTG6	Unlimited	Unlimited	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	[illegible]	Yes
ZNATTU12	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	[illegible]	Yes
GTM1PS100	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	[illegible]	Yes
G1PLSALL	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	[illegible]	Yes
GOVW500MB	Unlimited	Unlimited	No	N/A	N/A	No	Any wearable devices sold by T-Mobile	N/A	N/A	N/A	N/A	N/A	N/A	[illegible]	Yes
ZNA100GST	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	[illegible]	Yes
ZNA2GBST								N/A	N/A	N/A	N/A	N/A	N/A	[illegible]	Yes
ZNA30GBST	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	[illegible]	Yes
ZNAMI6GB	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	[illegible]	Yes
ZADDUT15	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	Add a line to ZNATTU12	Yes
ZNATTU10	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	[illegible]	Yes
ZNATTU2	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	[illegible]	Yes
ZADDUT10	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	Add a line to ZNATTU2	Yes
G1PLSADD	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	Add a line to G1PLSALL	Yes
GSYNCFLET	N/A	N/A	N/A	N/A	N/A	No	SyncUP FLEETs	N/A	N/A	N/A	N/A	N/A	N/A	[illegible]	Yes
BZPMRV0	$0.20	$0.20	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•$0.05 per minute •$0.20 per message	Yes
B2BPMRV5	$0.20	$0.20	No	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•$0.05 per minute •$0.20 per message	Yes
PMR500	$0.20	$0.20	No	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	Minimum 500 lines	No
PMR500CHO	$0.20	$0.20	No	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	Minimum 500 lines	No
WSCAPMR	$0.20	$0.20	No	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A		No
B2B100AP	400	N/A	No	$0.20	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	[illegible]	No
SCV100STB	Unlimited	Unlimited	No	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	[illegible]	No



ZNAMI2	BIZ SC NA MI 2GB		$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	2GB	N/A	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablets, Wi-Fi hotspots and data sticks only	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data (Speeds slow at 2GB allotment) •Unlimited messaging •Smartphone Mobile Hotspot (Speeds slow at 2GB allotment) •Data Stash up to 20GB •Domestic data roaming •Simple Global •Mobile Without Borders •Stateside International Unlimited Texting •Music Freedom •Binge On	No
ZNA2MI	BIZ SC NA MI 2GB		$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	2GB	N/A	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Tablets, Wi-Fi hotspots and data sticks only	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data (speeds slow at allotment) •Unlimited messaging •Smartphone Mobile Hotspot (speeds slow at allotment) •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Music Freedom	No
ZNA6MI	BIZ SC NA MI 6GB		$35.00	0%	$35.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	6GB	N/A	N/A	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Tablets, Wi-Fi hotspots and data sticks only	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data (speeds slow at allotment) •Unlimited messaging •Smartphone Mobile Hotspot (speeds slow at allotment) •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Music Freedom	No
ZNA1MI	BIZ SC North America MI 1GB		$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	2GB	N/A	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Tablets, Wi-Fi hotspots and data sticks only	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data. Speeds slow at specified limit. •Unlimited domestic messaging •Data Stash •Smartphone Mobile Hotspot •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Music Freedom •Mobile Without Borders	No
ZNA3MI	BIZ SC North America MI 3GB		$30.00	0%	$30.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	2GB	N/A	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Tablets, Wi-Fi hotspots and data sticks only	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data. Speeds slow at specified limit. •Unlimited domestic messaging •Data Stash •Smartphone Mobile Hotspot •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Music Freedom •Mobile Without Borders	No
STV500MBB	BIZ SC STKBL MI 1GB		$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	1GB	N/A	Yes	MB	$0.03	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Limited data buckets with NO data speed reduction (overage of $.03 per MB used over allotment) •Unlimited domestic messaging •Domestic data roaming included •Smartphone Mobile Hotspot (SMHS) included (No Domestic Roaming for SMHS) •International roaming included •Unlimited international text included	No
STV2GBMBB	BIZ SC STKBL MI 3GB		$30.00	0%	$30.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	3GB	N/A	Yes	MB	$0.03	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Limited data buckets with NO data speed reduction (overage of $.03 per MB used over allotment) •Unlimited domestic messaging •Domestic data roaming included •Smartphone Mobile Hotspot (SMHS) included (No Domestic Roaming for SMHS) •International roaming included •Unlimited international text included	No
STV4GBMBB	BIZ SC STKBL MI 5GB		$40.00	0%	$40.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	5GB	N/A	Yes	MB	$0.03	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Limited data buckets with NO data speed reduction (overage of $.03 per MB used over allotment) •Unlimited domestic messaging •Domestic data roaming included •Smartphone Mobile Hotspot (SMHS) included (No Domestic Roaming for SMHS) •International roaming included •Unlimited international text included	No
ZMI9GBXD	BIZ SCMI 9GB NoAVD		$60.00	0%	$60.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	9GB	No	N/A	N/A	4G LTE	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data. Speeds slow at 9GB limit. •Unlimited domestic messaging •Data Stash •Smartphone Mobile Hotspot •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Music Freedom	No
B2BOF2G	Classic Mobile Internet Overage Free 2GB		$37.99		$37.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	2GB	2GB	No	N/A	N/A	3G/EDGE/HSPA+	2GB	2GB	N/A	$0.20	$0.20	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	2 year contract required for new activations. Mobile Internet Plans are voice barred.	No
B2BOF5G	Classic Mobile Internet Overage Free 5GB		$47.99		$47.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	5GB	5GB	No	N/A	N/A	3G/EDGE/HSPA+	5GB	5GB	N/A	$0.20	$0.20	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	2 year contract required for new activations. Mobile Internet Plans are voice barred.	No
ENTWCOF	Discounted Classic Mobile Internet No Overage 5GB		$39.99		$39.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	5GB	5GB	No	N/A	N/A	High-speed	N/A	N/A	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	2 year contract required for new activations. Mobile Internet Plans are voice barred.	No
PCWCOF2D	EM 200MB MBB OF DISC		$23.99	0%	$23.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	Unlimited	No	N/A	N/A	3G/EDGE/HSPA+	200MB	200MB	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A		No
PCWCOF20D	EM 2GB MBB OF DISC		$31.99	0%	$31.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	2GB	No	N/A	N/A	3G/EDGE/HSPA+	2GB	2GB	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	• T-Mobile 3G/EDGE/ HSPA+ data with no overage charges • Speeds slow at 2GB • Unlimited Hotspot Wi-Fi access (does not count against monthly data cap) • Instant Messages billed as data and comes out of 2GB monthly data bucket (Instant Messaging will not require any kind of messaging bucket) • With the mobile router this plans allows up to five concurrent users. • Not Voice Barred	No
BZWCOF2G	EM 2GB MI OvrgFree DSC		$20.00	0%	$20.00	$35.00	Activation Fee per line	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	2GB	No	N/A	N/A	2G & 3G	$0.20	$0.20	No	N/A	N/A	Yes	Mobile Broadband	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited 2G & 3G data with no overage charges. Speed reduction occurs at 2GB. •Instant Messages billed as data and comes out of 2GB monthly data bucket. •Domestic data on T-Mobile network only. Not available in Puerto Rico. •All domestic cellular data roaming is blocked. This includes all T-Mobile 2G and 3G roaming partner's networks in the United States. •SMS available as pay-per-use •2 year contract required •Voice barred	No
EPCSMRTVB	ENT EM Smartphone VB		$39.99	0%	$39.99	$35.00	Activation Fee per line	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	KBs	5GB	No	N/A	N/A	3G/EDGE/HSPA+	$0.20	$0.20	No	N/A	N/A	Yes	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	•Voice barred •Unlimited data. Speeds slow at 5GB •Standard personal My E-mail access (POP3 and IMAP) •24 month contract required for new activations	No
CUNLMBBG	GOV Classic Unlimited MI		$45.00	16%	$37.80	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	N/A	N/A	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •International roaming at no additional charge •Unlimited international text messaging at no additional charge •$200 Early termination fee •Plans are voice barred	No
GSTV500MI	GOV SC STKBL MI 1GB		$20.00	16%	$16.80	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	1GB	Unlimited	No	MB	$0.03	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•1GB data bucket with no data speed reduction (overage of $.03 per MB used over allotment) •Unlimited domestic messaging •Domestic data roaming •Smartphone Mobile Hotspot (SMHS) (no domestic roaming for SMHS) •Simple Global •Stateside International Unlimited Text Messaging •Plans are voice barred	No
SVDHUNBIG	GOV SmpCh Val BB UNL DOP		$35.00	0%	$35.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	Unlimited	N/A	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •Limited domestic data roaming •Simple Global •Stateside International Unlimited Text Messaging •Music Freedom •Unlimited high-speed data with no speed reduction •2GB SMHS included •SMHS slows once you reach the SMHS bucket limit (high-speed device data continues) •No domestic roaming for SMHS	No
G18HMIVN	Government Simple Choice Mobile Internet 19GB		$110.00	16%	$92.40	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	19GB	19GB	No	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablets, Wi-Fi hotspots and data sticks only	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Internet Plans are voice barred. For tablets, Wi-Fi hotspots and data sticks only.	No
G500MIVNZ	Government Simple Choice Mobile Internet 1GB		$10.00	16%	$8.40	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	1GB	1GB	No	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablets, Wi-Fi hotspots and data sticks only	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Internet Plans are voice barred. For tablets, Wi-Fi hotspots and data sticks only.	No
G2HMIVNZ	Government Simple Choice Mobile Internet 3GB		$20.00	16%	$16.80	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	3GB	3GB	No	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablets, Wi-Fi hotspots and data sticks only	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Internet Plans are voice barred. For tablets, Wi-Fi hotspots and data sticks only.	No
G4HMIVNZ	Government Simple Choice Mobile Internet 5GB		$30.00	16%	$25.20	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	5GB	5GB	No	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablets, Wi-Fi hotspots and data sticks only	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Internet Plans are voice barred. For tablets, Wi-Fi hotspots and data sticks only.	No
G8HMIVNZ	Government Simple Choice Mobile Internet 9GB		$50.00	16%	$42.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	9GB	9GB	No	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablets, Wi-Fi hotspots and data sticks only	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Internet Plans are voice barred. For tablets, Wi-Fi hotspots and data sticks only.	No
WSCA5GMBB	NASPO 5GB Mobile Internet		$38.50	16%	$32.34	$35.00	Activation Fee per line	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	5GB	No	N/A	N/A	High-speed	0.2	0.2	No	N/A	N/A	Yes	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	2 year contract required for new activations. Mobile Internet Plans are voice barred.	No
GOVPMRV5	GOV Per Min Rate Plan	No longer available		No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No
SCV100STG	GOV SmpCh VAL 100minUnlTxt+D	No longer available		No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No
FZLTUL2LP	2 Lines TMO ONE All In Promo		$100.00	0%	$100.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	N/A	N/A	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes and messaging •Unlimited 4G LTE device data •Simple Global (up to 128kbps) •Stateside International Unlimited Texting •Mobile Without Borders •All recurring taxes and fees included in MRC	No
BZBTV10	B2B UNL TT+D Classic		$10.00	0%	$10.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •No contract required •No activation fee •Add a line to an existing Classic Pooled account	No
SCCUTTB	BIZ Classic UNL TT+D		$40.00	0%	$40.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •International roaming included •Unlimited international text included.	No
6BFMPRM	BIZ FM UTT+ 6GB 2 Line Promo		$70.00	0%	$70.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	6GB	No	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Unlimited data. Speeds slow at GB allotment •Smartphone Mobile Hotspot. Speeds slow at GB allotment •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •For Smartphone and BB10 devices only.	No
10BFM2	BIZ FM UTT+10GB 2 lines Promo		$100.00	0%	$100.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Text Messaging •Mobile Without Borders •Business Customer Service	No
10BFM2LN	BIZ FM UTT+10GB 2 lines Promo		$100.00	0%	$100.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Text Messaging •Mobile Without Borders •Business Customer Service	No
10FMBZ2L	BIZ FM UTT+10GB for 2 lines		$120.00	0%	$120.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	10GB	No	N/A	N/A	4G LTE	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes and messaging •Unlimited data. Speeds slow at allotment •Smartphone Mobile Hotspot. Speeds slow at allotment •Data Stash up to 20GB •Simple Global •Stateside International Unlimited Text Messaging •Mobile Without Borders •Business Customer Service •For Smartphone and BB10 devices only.	No
10BFM4	BIZ FM UTT+10GB for 4ln Promo		$120.00	0%	$120.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Text Messaging •Mobile Without Borders •Business Customer Service	No
6BFM2L	BIZ FM UTT+6GB for 2 lines		$100.00	0%	$100.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	6GB	No	N/A	N/A	4G LTE	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Unlimited data. Speeds slow at GB allotment •Smartphone Mobile Hotspot. Speeds slow at GB allotment •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Business Customer Service	No
6BFM4L	BIZ FM UTT+6GB for 4 lines		$120.00	0%	$120.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	6GB	No	N/A	N/A	4G LTE	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Unlimited data. Speeds slow at GB allotment •Smartphone Mobile Hotspot. Speeds slow at GB allotment •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Business Customer Service	No
6FMBZ4L	BIZ FM UTT+6GB for 4 lines		$120.00	0%	$120.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	6GB	No	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Unlimited data. Speeds slow at GB allotment •Smartphone Mobile Hotspot. Speeds slow at GB allotment •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •For Smartphone and BB10 devices only.	No
UBFM2L	BIZ FM UTT+UNL for 2 lines		$140.00	0%	$140.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	14GB	No	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Business Customer Service •Unlimited high-speed data •Smartphone Mobile Hotspot. Speeds slow at GB allotment. •For Smartphone and BB10 devices only.	No
UBFM4	BIZ FM UTT+UNL for 4ln Promo		$150.00	0%	$150.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	14GB	No	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Text Messaging •Mobile Without Borders •Business Customer Service •Minimum 4 lines	No
NABFUTT2P	BIZ N.AmerTT+10GB ea 2 Lines		$100.00	0%	$100.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	10GB	No	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global (not available to SCNC) •Stateside International Unlimited Texting •Mobile Without Borders •Unlimited data. Speeds slow at 10GB •Data Stash •Smartphone Mobile Hotspot up to 10GB allotment •Domestic data roaming •Music Freedom Streaming •Minimum 2 lines with max of 10 lines •For Smartphone and BB10 devices only	No
NABFUTT4	BIZ N.AmerTT+10GB ea 4 Lines		$120.00	0%	$120.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	10GB	No	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global (not available to SCNC) •Stateside International Unlimited Texting •Mobile Without Borders •Unlimited data. Speeds slow at 10GB •Data Stash •Smartphone Mobile Hotspot up to 10GB allotment •Domestic data roaming •Music Freedom Streaming •Minimum 4 lines with max of 10 lines •For Smartphone and BB10 devices only	No
NAUTT10	BIZ N.AmerTT+10GB each10Lines		$240.00	0%	$240.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	10GB	No	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global (not available to SCNC) •Stateside International Unlimited Texting •Mobile Without Borders •Unlimited data. Speeds slow at 10GB •Data Stash •Minimum 10 lines •For Smartphone and BB10 devices only	No
NAUTT10P	BIZ N.AmerTT+10GB each10Lines		$260.00	0%	$260.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	10GB	No	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global (not available to SCNC) •Stateside International Unlimited Texting •Mobile Without Borders •Unlimited data. Speeds slow at 10GB •Data Stash •Smartphone Mobile Hotspot up to 10GB allotment •Domestic data roaming •Music Freedom Streaming •Minimum 10 lines •For Smartphone and BB10 devices only	No
ZNAUTT10	BIZ SC N.America TT+D 10Lines		$160.00	0%	$160.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Business Customer Service •10-19 lines	No
ZNAUTT20	BIZ SC N.America TT+D 20Lines		$310.00	0%	$310.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Business Customer Service •20-999 lines	No
ZNAUTT2	BIZ SC N.AmericaTT+D 2-10Line		$80.00	0%	$80.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Business Customer Service •2-10 lines	No
ZNAUTT1	BIZ SC North America TT+D		$50.00	0%	$50.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Business Customer Service	No
ZSCPUT10X	BIZ SC T&T 10lines incl NoAVD		$160.00	0%	$160.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Business Customer Service •10-19 lines	No
ZSCPUT1KX	BIZ SC T&T 1K lines NoAVD		$14,985.00	0%	$14,985.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Business Customer Service •999+ lines	No
ZSCPUT20X	BIZ SC T&T 20lines incl NoAVD		$300.00	0%	$300.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Business Customer Service •20-999 lines	No
ZSCP4UTXD	BIZ SC Ul TT+D Pool4-5 NO AVD		$100.00	0%	$100.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	3GB	N/A	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global (excludes Puerto Rico and SCNC versions) •Stateside International Unlimited Texting	No
BIZFUTTBD	BIZ SC UNL TT+D 2 lines incl.		$100.00	0%	$100.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes and messages •Simple Global •Stateside International Unlimited Texting	No



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MA176-1 Attachment H

Field Name		Field Description
VENDOR		The awarded Contractor's name
VENDOR CONTRACT NUMBER		Lead State assigned contract number (using Lead State's numbering protocol)
STATE		State postal abbreviation code (Alaska = AK, Missouri = MO, etc.)
CUSTOMER TYPE (SEGMENT)		State Gov't, Education-K12, Education-HED, Local Gov't, Medical, Other - are acceptable segments. [determined by industrial practice for each contract - uniform for each contract]
BILL TO AGENCY		Customer (agency) Bill to name
BILL TO CITY		Customer (agency) Bill to city
INVOICE DATE		(mm/dd/ccyy)
PRODUCT DESCRIPTION		Product description of purchased product
CRU Lines		Commodity-level code based on UNSPSC code rules (8 Digits)
CRU Minutes		**Number of voice minutes used**
CRU Text		**Number of texts sent and received**
CRU Data		Amount of data used
CRU Gross Sales		**Gross Sales**
Equipment Lease		**Amount of monthly charges for leased equipment**
LIST PRICE/MSRP/CATALOG PRICE		uniform for each contract]
NASPO ValuePoint PRICE		NASPO ValuePoint Price- US Currency ($99999.999)
QUANTITY		Quantity Invoiced (99999.999)
TOTAL PRICE		Extended Price (unit price multiplied by the quantity invoiced) - US Currency ($999999999.999)
NASPO ValuePoint ADMIN FEE		Administrative Fee based on Total Price - US Currency ($999999.999)

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MA176-1 Attachment H

NASPO ValuePoint Cooperative Contract Detailed Sales Report

☐ No Quarterly Sales

Contractor: **Quarter:**

Vendor Name	Vendor Contract Number	State	Customer Type	Bill to Agency	Bill to City	Bill to State	Bill to Zipcode	Acct # or Customer #	Invoice Date	invoice #	Product Description	CRU Lines	CRU Minutes	CRU Text	CRU Data	monthly service cost	Equipment Lease/Rental Cost	Total cost (monthly service + lease/rental)	Admin Fee

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NASPO ValuePoint Cooperative Contract Detailed Sales Report

Contractor: Quarter:

Vendor Name	Vendor Contract Number	State	Customer Type	Invoice Date	IRU Lines	Total Cost	Admin Fee

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Carrier lists every plan in use under the NASPO contract, provides the quantity of the lines of service using each plan and provides basic details of the plan

Line Count	Plan #	Plan Description	Discount Eligibile	Access Cost Before Discount	Included in Plan						Notes
					Voice		Data		Text	subsidized	
					Minutes	Pooled	GB	Pooled	Qty	Device	
qty devices o this plan	if carrier has one		yes / no								

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MA176-1 Attachment I

Field Name		Field Description
VENDOR		The awarded Contractor's name
VENDOR CONTRACT NUMBER		Lead State assigned contract number (using Lead State's numbering protocol)
STATE		State postal abbreviation code (Alaska = AK, Missouri = MO, etc.)
CUSTOMER TYPE (SEGMENT)		State Gov't, Education-K12, Education-HED, Local Gov't, Medical, Other - are acceptable segments. [determined by industrial practice for each contract - uniform for each contract]
BILL TO NAME		Customer (agency) Bill to name
BILL TO ADDRESS		Customer (agency) Bill to address
BILL TO CITY		Customer (agency) Bill to city
BILL TO ZIPCODE		Zip code in standard 5-4 format [standard 5 digits is acceptable, formatted as a zip code]
SHIP TO NAME		Customer (agency) Ship to name
SHIP TO ADDRESS		Customer (agency) Ship to address
SHIP TO CITY		Customer (agency) Ship to city
SHIP TO ZIPCODE		Zip code in standard 5-4 format [standard 5 digits is acceptable, formatted as a zip code]
ORDER NUMBER		Vendor assigned order number
PO DATE (ORDER DATE)		(mm/dd/ccyy)
INVOICE DATE		(mm/dd/ccyy)
INVOICE NUMBER		Vendor assigned Invoice Number
PRODUCT DESCRIPTION		Product description of purchased product
UNSPSC		Commodity-level code based on UNSPSC code rules (8 Digits)
LIST PRICE/MSRP/CATALOG PRICE		List Price - US Currency ($99999.999) [determined by industrial practice for each contract - uniform for each contract]
NASPO ValuePoint PRICE		NASPO ValuePoint Price- US Currency ($99999.999)
QUANTITY		Quantity Invoiced (99999.999)
TOTAL PRICE		Extended Price (unit price multiplied by the quantity invoiced) - US Currency ($999999999.999)
NASPO ValuePoint ADMIN FEE		Administrative Fee based on Total Price - US Currency ($999999.999)
VAR/Reseller/Distributor		If a VAR/Reseller/Distributor, name of VAR/Reseller/Distributor and state where located
Energy Star Compliant		Yes = 1 No = 2 Energy Star Does not Apply = 0
Optional		More information

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MA176-1 Attachment I Award Category 2 Reporting Template

NASPO ValuePoint Cooperative Contract Detailed Sales Report

Contractor: Quarter: ☐ No Quarterly Sales

Vendor Name	Vendor Contract Number	State	Customer Type	Bill to Agency	Bill to Address	Bill to City	Bill to Zipcode	Ship to Agency	Ship to Address	Ship to City	Ship to Zipcode	Order Number	PO Date	Invoice Date	Invoice Number	Product Description	Quantity	UNSPSC Commodity	IRU or CRU	List Price/MSRP	NASPO ValuePoint Price	Total Price	Admin Fee	EPEAT	Energy Star Compliant

Need to match up with Green Language in RFP

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Provider lists each Make / Model of equipment sold and the quantity sold of each.

Quantity Sold	Equipment/ Accessory Type	Part Number	Manufacturer	Model	Discount Eligibile	List Price	Notes
					yes / no		

to be taken
from category
2 cost sheet
examples:
smart phone
tablet
case
etc …

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MA176-1 Wireless Voice, Data and Accessories
Attachment J Award Category 3 Reporting

Vendor list Service or Product in use under the NASPO ValuePoint contract, provides the quantity of users for each and the total spend for each application

Subcategory	Vendor Contract Number	State	Customer Type	Bill to Agency	Bill to City	Bill to State	Bill to Zipcode	Acct # or Customer #	Invoice Date	invoice #	Service / Application Name	Quantity of Systems	Quantity of Users or endpoints	# users in largest system	Total Spend
3A, 3 B, 3C, etc...															

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MA176-1

Attachment L

Wireless Data, Voice and Accessories

Network Technology Questionnaire

Network Technology Questionnaire

REDACTED VERSION

The following section requests a description of the characteristics of the networks that you will be using to provide the services covered by award Category 1 of this RFP. To understand the infrastructure and context in which your services will be offered, we ask that you please describe your existing networks, technologies, and plans.

1. 4G Cellular Services

Describe the current status and plans for your 4G LTE and earlier generation wireless voice/data technologies.

1. Current 4G network coverage across the U.S.

   T-Mobile Response: Since 2015, T-Mobile USA, Inc. ("T-Mobile") has more than tripled our LTE coverage. We now cover more than 323 million people and we're working to increase our LTE coverage to 325 million by the end of 2018.

2. Major planned enhancements for these and earlier generation networks in light of the deployment of 5G-based services

   T-Mobile Response: in April 2017, T-Mobile purchased more than $8 billion of 600 MHz spectrum from the Federal government. T-Mobile will dedicate part of the new 600 MHz spectrum we just won to LTE and then part to 5G nationwide. T-Mobile is the first company to commit to building a nationwide 5G network. In addition to the 600 MHz band, we have 200 MHz of spectrum in the 28/39 GHz bands covering nearly 100 million people in major metropolitan areas and an impressive volume of mid-band spectrum to deploy 5G in as well. This positions T-Mobile to deliver a 5G network that offers BOTH breadth and depth nationwide. As 5G standards are defined, chipsets are

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delivered, and equipment comes to market, we expect to be 3GPP certified and be able deploy 5G on clean spectrum – without any re-farming dependency – which means we can light it up and roll it out quickly. We'll expect all this to begin in 2019 and target 2020 for a full nationwide rollout.

3. Voice Quality Performance Target/Guarantee:
    a. Mean Opinion Score (MOS) rating for voice calls

T-Mobile Response: T-Mobile is measuring Mean Opinion Score (MOS) for Voice traffic but we do not currently report on this regularly. The primary metrics we rely on for benchmarking customer experience with voice are Dropped Call Rate and Network availability, noted in the other responses.

    b. Dropped Call Percentage

T-Mobile Response: T-Mobile relies on an extensive system of network performance tools to assess network reliability and performance. Network performance statistics are monitored and noted degradations are addressed. The specific metrics are confidential, however, the network is engineered to a better than 2% call failure rate (drops, blocking, etc.).

    c. What improvements do you expect with the introduction of VoLTE and Wideband Voice?

T-Mobile Response: Over 85% of our calls are carried as Voice over LTE (VoLTE) and Wideband Voice has been deployed since 2016.

4. Broadband Data Performance Expectations/Guarantees:
    a. Uplink/ Downlink Data Rates (Peak, Sustained, Cell Edge)

T-Mobile Response:

4G LTE Network (On-Device):

- Download speeds: Typically between 7 – 40 Mbps, with peaks up to 90 Mbps and minimum expected speeds of less than 0.1 Mbps
- Upload speeds: Typically between 4 – 20 Mbps, with peaks up to 35 Mbps and minimum expected speeds of less than 0.1 Mbps
- Latency: Typically between 30 – 55 ms

4G LTE Network (Via Smartphone Mobile HotSpot/Tethering, for Plans Including 4G LTE Tethering):

- Download Speed: Typically between 3 – 25 Mbps, with peaks up to 90 Mbps and minimum expected speeds of less than 0.1 Mbps
- Upload Speed: Typically between 2 – 10 Mbps, with peaks up to 35 Mbps and minimum expected speeds of less than 0.1 Mbps
- Latency: Typically between 30 – 55 ms

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b. Latency

T-Mobile Response: Based on analysis and projections from third-party, crowd-sourced data and subject to the factors described above and below, T-Mobile expects T-Mobile-branded customers with broadband-capable devices and qualifying service will experience the following speeds and latency on our 4G LTE network. These ranges are projections based on roughly the 25th and 75th percentiles of network tests. For speeds, peak speeds represent the 99th percentile of network speed results:

T-Mobile constantly works to improve network performance on its 4G LTE network and to pursue advanced and next-generation technologies and services. The above ranges are representative of current service plans. You may occasionally experience speeds outside the ranges included in your plan.

In recent years, T-Mobile has aggressively built out its LTE network so nearly all of our customers have regular access to LTE speeds. In those rare instances where customers are not able to receive an LTE signal, T-Mobile provides non-LTE connections (2G, 3G, and 4G HSPA+) in many areas. Non-LTE connections are used by the small percentage of our customers still using non-LTE devices or, in limited cases, when customers with LTE devices are unable to connect to the LTE network. Based on internal and crowd-sourced testing, we expect T-Mobile-branded customers with broadband-capable devices during non-LTE sessions to typically experience average download speeds of 1.5 Mbps, average upload speeds of 230 Kbps, and latency between 60 and 180 ms. The typical customer experience on T-Mobile's non-LTE network is good for streaming audio, email, and web browsing.

5. Mobile E911 Technology
   a. Technology employed?

T-Mobile Response: America's national 9-1-1 calling system is designed to make sure that there is a nationwide, seamless communications infrastructure for reaching emergency services across the United States where T-Mobile has coverage + Puerto Rico. Wireless carriers and legacy phone companies must meet specific standards for 9-1-1 calling – as established by the Federal Communications Commission (FCC). T-Mobile's network handles more than 47 million 911 calls every year – that's more than 130,000 emergency calls every day. T-Mobile leads the wireless industry in advancing the use of new location technologies to improve accuracy, whether the caller is indoors or outdoors. T-Mobile was first in the industry to leverage successful commercial device-based hybrid (DBH) location solutions to improve 9-1-1 location accuracy for both iOS and Android handsets. T-Mobile can provide precise location for text-to-911 instead of just a cell sector centroid estimate provided by other carriers. T-Mobile is fully committed to establishing the National Emergency Address Database (NEAD) that will provide directly actionable 'Dispatchable Locations' for first responders – consisting of a validated civic address with supplemental information such as floor/unit number for multistory buildings. T-Mobile was the first wireless carrier to complete 'First Functional Testing' of Dispatchable Location in the FCC Indoor Test Bed. The NEAD Dispatchable Location solution is expected to become available for 9-1-1 callers during 2019.

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b. Location Accuracy?

T-Mobile Response: Current FCC regulations require either Dispatchable Location or X/Y location within 50 meters (164 feet) for 50% of all wireless 9-1-1 calls. This accuracy requirement increases to 70% of all wireless 9-1-1 calls by April 2020, and to 80% by April 2021. T-Mobile is staying well ahead of these minimum accuracy benchmark requirements, as demonstrated in the Industry Indoor Test Bed, and continues to evaluate new and emerging location technologies as they become available. T-Mobile is also at the forefront of evaluating systems capable of estimating a 9-1-1 caller's vertical location in multistory buildings and will provide this additional information as required by the regulations.

c. Indoor versus outdoor accuracy?

T-Mobile Response: The state-of-the-art location solutions utilized by T-Mobile can produce highly accurate location estimates for 9-1-1 callers indoors and outdoors. Complementary location technologies like Assisted GPS and WiFi-based positioning are combined to perform well in each environment. While outdoors, wireless devices benefit from Global Positioning Satellite (GPS) technology and cell tower triangulation to assist with location accuracy. GPS and cell tower signals can be blocked or diminished by building structures, resulting in reduced location accuracy while indoors. T-Mobile has deployed support for enhanced indoor location accuracy by connecting to the National Emergency Address Database (NEAD), which can map Wi-Fi access points to street addresses that emergency responders can be dispatched to.

d. Compliance with February 2015 FCC Mandates

T-Mobile Response: T-Mobile is compliant with FCC regulations concerning provision of E911 services. T-Mobile employs a network-based technology to deliver E911. All T-Mobile voice-enabled devices are E911 capable.

e. Technology Plans/Expectations/Timeframes

T-Mobile Response: T-Mobile is geared to be a leader in Next Generation 911 (NG911). NG911 will enhance the 911 system to create more efficient, more flexible and resilient systems to keep up with technology used by the public. NG911 will enable emergency reporting via text, images, video and data. T-Mobile has been the industry leader in WiFi calling and over-the-top communications platforms, e.g., DIGITS. WiFi calling allows consumers to make 9-1-1 calls when not connected to a wireless macro network or in areas where there is no macro wireless coverage. DIGITS is an innovative platform that allows for 9-1-1 calls from devices that might not be able to make voice calls otherwise, e.g., tablets. We are also the industry leader in implementing Real-Time-Text (RTT), allowing greater access to 9-1-1, especially for the speech and hearing impaired.

T-Mobile partnered with Apple in 2015 and more recently with Google to enable device based hybrid location technology for 911 calls, which enables wireless devices to send

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precise location information when 911 calls are made. This provides faster location sensing and improved location accuracy.

T-Mobile has deployed technology that allows the mapping of Wi-Fi access points and Bluetooth beacons, indoors and outdoors, to street addresses where emergency services responders can be dispatched.

2. Network Reliability, Disaster Recovery and Business Continuity

Describe your overall disaster preparedness plan, the steps you have taken to safeguard your internal and exposed assets, and the types of services and response we can anticipate in the event of an emergency or a disaster.

1. Describe your overall approach to network hardening, including physical security for exposed assets, redundant links to cell sites, and internet-initiated threats.

T-Mobile Response:

A. An Overview

Our team of certified Business Continuity professionals is responsible for documenting and developing enterprise standards, processes, and policies for all business continuity and disaster recovery needs throughout T-Mobile. This team supports business continuity planning and defines enterprise tools and methodologies. Such consistency enhances T-Mobile's overall planning and resumption efforts.

Business Continuity Plans are housed in a centralized online repository, accessible to employees in the office and remotely through a web browser. Additionally, hard copies of plans are available at multiple sites. All Engineering personnel have been trained on these highly-detailed emergency operations plans, and T-Mobile has tiered response teams providing local support needs via enterprise-wide resources.

B. A Network That's There for You

We have portable generators, cell-on-wheels ("COW"), and transport vendors on standby in every market nationwide. This allows us to quickly move generators from point-to-point in response to an emergency. Cell sites are equipped with battery back-up — plus a permanent generator or generator hook-up. In the event of a momentary or extended power failure, Mobile Switching locations have emergency backup power. They're protected by FM 200 or Pre-action Dry Fire Systems, and they also maintain spare equipment inventory for all critical network elements.

T-Mobile's Wi-Fi Calling can be extremely helpful during a disaster recovery. It leverages the protocol IP Multimedia Subsystem/Session Initiation Protocol ("IMS/SIP"), and allows full voice and data functionality when a user is connected to Wi-Fi with Internet access. This let users take advantage of Wi-Fi enabled devices and existing internet infrastructure as a backup to traditional cellular towers.

We have multiple Network Operation Centers ("NOC") for geographic separation in the event of a regional disaster. NOCs are manned 24 hours a day, 7 days a week, and 365 days a year. All service-affecting elements in the networks are either fault tolerant or fully redundant. Critical nodes, such

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as Signaling Transfer Points ("STP") and Service Control Points ("SCP"), are deployed redundantly and geographically diverse. All members of the various T-Mobile Emergency Response and Crisis Management Teams are equipped with Wireless Priority Service ("WPS"), Government Emergency Telecommunication Service ("GETS") and Satellite phones.

C. Emergency Readiness: Government Coordination

Before, during and after a catastrophe, we coordinate with local and state officials, Homeland Security, State EOCs and the FCC. We approach coordinated response on several fronts:

- Various T-Mobile departments have established relationships with Federal, State and Local government agencies and officials to facilitate response to events in affected areas.
- Our Government Affairs team actively coordinates the Company's response activities with the appropriate government officials.
- Our Engineering team has dedicated resources to report operational outages to the Federal Communications Commission on a regular basis.
- We participate in State and Local drills of all varieties. Drills are conducted at the market, regional, and national levels to test readiness and reinforce emergency procedures.
- We provide "Priority Network Access" to public safety officials, emergency first responders, and others in need.
- We provide cell phones and wireless service to fire and police departments.
- T-Mobile monitors evacuation efforts and routes and take steps to increase wireless capacity in those priority areas (shelters, transport hubs, arenas, etc.).

D. Additional Resources for if Disaster Strikes

T-Mobile offers a variety of support options that can provide flexibility and functionality during disasters. They include multiple messaging solutions, mobile internet and e-mail, international services, and online account management.

We're proud of our response and flexibility with catastrophic situations — always placing our customers as our top priority. For example, we were particularly responsive during the recent hurricanes, Harvey, Irma, and Maria.

E. Tiered Support: Getting Customers the Right Help

T-Mobile has a tiered support structure for its offerings. Typically, a customer will contact Customer Care for initial assistance with all types of voice or data issues. The Customer Care representative then troubleshoots the specific issue.

Our tiered response teams provide support to local response needs via enterprise-wide resources. This helps us to maximize resource availability and reduce response time. T-Mobile owns a highly redundant, nationwide Asynchronous Transfer Mode ("ATM") backbone, over which its services (Wi-Fi, GPRS, EDGE, 3G, 4G, and LTE) are routed. Our NOCs, Switches, and Data Centers all have redundancy systems.

If the problem is determined to be a wireless data issue, the call will be routed to our Wireless Data Group ("WDG") for resolution. The WDG will work to resolve the problem. Should the issue require escalation to the next tiered level of Support, WDG will take ownership of the problem, and work

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with the next level of support to provide a resolution in a timely manner. For network issues or Wireless Data Services for device software, WDG will bring in Level 3 Network Engineering.

2. What are you greatest challenges in terms of recovery in the event of extensive damage throughout an extended area, and how do you address them?

T-Mobile Response: The 2017 hurricane season was unrelenting, with three significant back-to-back storms pounding multiple states/islands and leaving behind tremendous devastation. 2018 is also expected to be more active than usual so T-Mobile is planning ahead and getting customers information they may need to be storm-ready.

Advance Preparations
We're always monitoring storm activity and if we see the potential for impact, we'll be ready. T-Mobile sets up an engineering command center near the expected area of impact and deploys rapid-response teams that is ready to help minimize potential interruptions to wireless service. In addition, T-Mobile's Network Operation Centers (NOCs) closely manage network traffic and coordinate response after an event, like in the aftermath of a hurricane.

In Florida and Puerto Rico, areas that are often hardest-hit by tropical storms and where Hurricanes Irma and Maria wreaked havoc last year, T-Mobile engineers have doubled the number of permanent generators and added infrastructure to hundreds of towers. Also, more vehicles are in place throughout the impacted area to enable a faster response once it's safe for engineers to make repairs.

Recovery Efforts
Even with our extensive advance preparations, service interruptions could happen, particularly if there are power outages. Once recovery efforts can begin after an event, T-Mobile deploys equipment, supplies and disaster experts to all affected areas. Emergency equipment includes portable generators, fuel trucks, Cell On Wheels (COWs), Cells on Light Trucks (CoLTS), fuel and diesel trucks and other vehicles.

3. Describe the types and amounts of back-up batteries, generators, COWs/GOATs and other deployable assets you maintain, and how long a period of disruption you anticipate in your planning.

T-Mobile Response:
Reliable, Resilient & Redundant Network
We maintain an organized, integrated, suite of disaster response and recovery plans & procedures, teams, emergency options, equipment and supplies in every geographic area in which T-Mobile provides service. T-Mobile has made significant investment into network redundancy, reliability and resiliency. For times when impacts are unavoidable, we have fleets of emergency equipment such as cell site backup generators, fuel tanks, microwave technology equipment, Cells-on-Wheels (COWs) and other equipment across the country to facilitate quick recovery. We will continue to invest at all levels to ensure service continuity & quick recovery.

Preparation & Response to a disaster event.
Before a disaster strikes the Engineering organization will:

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- Analyze storm conditions for anticipated landfall and condition
- Top off fuel and test back-up generators
- Have portable generators, Cell-On-Wheels (COWs) and Cell -On-Light-Truck, (COLTS) on standby nationwide
- Establish a command center that will mobilize teams of technicians and engineers as soon as conditions permit
- Create staging areas for incoming equipment
- Obtain security as needed to protect personnel and assets
- Have Emergency Teams on stand-by from neighboring cities
- Coordinate with local and state officials, Department of Homeland Security, FEMA, State EOCs and the FCC
- Monitor evacuation efforts and routes and take steps to increase wireless capacity in those priority areas (shelters, transport hubs, arenas, etc...)
- Maintain contracts with fueling vendors nationwide to support recovery needs within 24-48 hours

During and after the actual event, whether earthquake, hurricane or tornado, the Engineering organization will:

- Deploy portable generators and COWs
- Provide Wireless Priority Service to public safety officials, emergency first responders, and others that have subscribed
- Set-up WiFi calling and charging stations

Speed of deployment to a disaster site

Highly detailed emergency operations plans have been created and implemented nationwide and all engineering personnel have been trained. T-Mobile has tiered response teams providing support to local response needs via enterprise-wide resources. This assists us in maximizing resource availability and reducing response time.

3. 5G Cellular Services

Describe your deployment plans for 5G network coverage across the U.S.

1. Expected Role of 5G in your overall network architecture.
   We would like to understand where 5G "fits" in your overall network strategy. For example, do you see 5G as:
   a. A wholesale upgrade for 4G LTE services in the wide area,
   b. A high-capacity local distribution solution for a 4G wide area network,
   c. Some combination of the two,
   d. A fixed wireless solution for business or residential Internet access,
   e. Something else entirely?

T-Mobile Response: Why 5G? Quite simply, 5G brings lower-latency. That means faster response-times for all your applications. But it's about more than just speed. Like massively increased battery life. And an exponential leap in the number of connections you can handle simultaneously — unlocking all kinds of amazing new applications.

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We expect to see a whole new class of applications and solutions that will be built for nationwide 5G. Ultimately, it will allow today's applications to just work better and faster. As with prior network innovations, we can't fully imagine all of the new applications that will emerge. But emerge they will.

- Imagine Augmented Reality heads-up displays that see everything you do, and provide you with real-time, cloud-driven information about the people and objects around you.
- Imagine an earpiece that provides natural language translations in real-time as a friend speaks to you at natural-speed in any language.
- Imagine never losing anything ever again because you can embed low-cost sensors with decade long battery life — then imagine how everything being trackable affects thefts!
- Imagine environmental sensors embedded in the infrastructure — mixed into the asphalt on new smart highways that intelligently route traffic, update road signs, notify road crews when repairs are required and emergency services when accidents occur!

2. Please provide the fundamental strategy you are following for deploying 5G technologies going forward.

T-Mobile Response: As 5G standards are defined, chipsets are delivered, and equipment comes to market, we expect to be 3GPP-certified and able deploy 5G on clean spectrum — without any re-farming dependency — which means we can light-it-up and roll-it-out quickly. We'll expect all this to begin in 2019 and target 2020 for a full nationwide rollout.

We may make projections and statements about the future performance of the Company, which are based on current expectations and assumptions. Please consider the risk factors included in our most recently filed Annual Report on Form 10-K that could cause our actual results to differ materially from those in the forward-looking statements.

3. Timetable and total percent of 5G coverage in each state.

T-Mobile Response: In September 2018, we have announced that we lit up 600 MHz (Band 71) Extended Range LTE in 1,254 cities and towns in 36 states, including the island of Puerto Rico. Our furiously paced deployment of 600 MHz LTE is expanding network coverage and capacity, particularly in rural areas, and lays the foundation for nationwide 5G in 2020 with 5G-ready equipment. While we cannot disclose an exact timetable and total percent of 5G coverage in each state at this time, we will be more than happy to reveal 5G coverage as it becomes available.

4. Proposed Channel Sizes (in MHz) for macro area and small cell deployments

T-Mobile Response: Aggressive deployment of 600 MHz in Q2 2018, augmenting existing low-band capabilities on 700 MHz. T-Mobile owned an average of 110 MHz of spectrum nationwide. The spectrum comprises an average of 31 MHz in the 600 MHz band, 10 MHz in the 700 MHz band, 29 MHz in the 1900 MHz PCS band and 40 MHz in the AWS band.

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5. Frequency Band(s) to be used and primary applications for each.

T-Mobile Response: T-Mobile is aggressively rolling out small cells throughout the country. This technology provides high performance, high capacity, indoor and outdoor LTE coverage. It supports three standards (LTE, 3G and Wi-Fi), 10 frequency bands and up to 300 Mbps LTE with carrier aggregation. The flexibility, cost-effectiveness and performance in just a tablet-sized footprint allow us to place it closer to where our customers need it most.

6. Pricing Model: Will 5G usage be metered and priced the same rates as 4G voice and data usage or will premium pricing be applied?

T-Mobile Response: 5G usage will be priced at the same rates as 4G voice and data usage.

4. VoLTE and Wideband Cellular Voice Services

Describe your plans for Voice over LTE (VoLTE) and Wideband voice services.

1. Current level of VoLTE deployment and ongoing plans

T-Mobile Response: T-Mobile was the first carrier to launch VoLTE in the United States and the entirety of our LTE footprint supports VoLTE. VoLTE is T-Mobile's primary technology for delivering voice service to the vast majority of our Customers. As T-Mobile's LTE footprint grows, it all offers VoLTE support. T-Mobile continues to expand its capacity through the refarming of existing spectrum and implementation of new technologies including Voice over LTE ("VoLTE"), Carrier Aggregation, 4x4 MIMO, 256 Quadrature Amplitude Modulation ("QAM"), and License Assisted Access ("LAA"). VoLTE comprised 83% of total voice calls in Q2 2018, compared to 80% in Q1 2018 and up from 72% in Q2 2017. Moving voice traffic to VoLTE frees up spectrum and allows for the transition of spectrum currently used for 2G and 3G to 4G LTE. T-Mobile is leading the U.S. wireless industry in the rate of VoLTE adoption.

2. Wideband Voice (AMR-WB) Availability

T-Mobile Response: T-Mobile is on the leading edge of technology to improve the quality of voice services. T-Mobile was first to launch HD Voice (AMR-WB) in the US on its network since 2013 on its UMTS and LTE network. Additionally, T-Mobile was the first carrier in the US to support the Enhanced Voice Services (EVS) codec. The performance of this codec is superior to AMR-WB and is even utilized on the VoLTE wireless connection for all mobile to land line calls (for capable devices).

3. User device availability

T-Mobile Response: T-Mobile offers (and supports) a wide array of devices that support both the AMR-WB/HD Voice codec and the EVS codec.

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4. Wideband Voice Interoperability:
   - Between Mobile Carriers
   - Mobile Carrier-to-PBX/UC Platform
   (i.e. compatibility with wideband voice devices using G.722 or other wideband codecs)

T-Mobile Response:

- When on T-Mobile VoLTE and Wifi Calling:
  - EVS codec is used end to end for TMUS mobile to mobile calls
  - EVS codec is used for calls to other mobile/landline carriers (but is transcoded upon exiting T-Mobile's network)
  - T-Mobile supports AMR-WB/HD Voice (G.722.2) interoperability with:
    - AT&T is supported today
    - Verizon is planned (undergoing lab validation)
    - Sprint is under consideration
- When on T-Mobile GSM/UMTS: AMR-WB(G722.2) is supported for in network mobile to mobile calls only

5. Circuit Switched Fallback Included?

T-Mobile Response: For devices that support LTE data, but not VoLTE, T-Mobile supports circuit switch fallback to UMTS and GSM across its LTE footprint. (note: Low-band LTE (600/700MHz) capable devices on T-Mobiles network will not attach in low-band only coverage areas unless they support VoLTE)

6. Describe your overall pricing model for VoLTE services (e.g. Will wideband voice be offered at the same price as existing voice calling services?).

T-Mobile Response: VoLTE services are included in our voice rate plans at no additional charge.

7. As "voice" has essentially becomes additional "data traffic" with VoLTE, indicate the likelihood you will be offering internet-like all-data plans that support all traffic types as opposed to plans that distinguish voice, data and text services.

T-Mobile Response: T-Mobile is open to opportunity to discuss future offerings of internet-like all data plans as they become available if in our roadmap during our quarterly business review.

5. IoT Cellular Network Services

Describe what you currently have and plan to introduce in the way of network services specifically geared toward Internet of Things (IoT) applications.

1. List all IoT-Focused Transport Services (e.g. NB-IoT, LTE Cat M1, etc.) Offered and Planned

T-Mobile Response: T-Mobile is building the network of the future, today. From the NB-IoT network that launched this year to the 5G network we're primed to deploy, we've created a range of network solutions that provide coverage and reliability when and where you need it.

- 5G – We're uniquely positioned to deploy a 5G network across multiple bands.

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- NB-IoT – Our national NB-IoT network provides features to extend battery life, and authenticated LTE communication.
- CAT-1 – With efficient low and high-power bands, you get significant power at a low cost.
- 4G LTE – Our network connects your devices and applications virtually everywhere you go.

2. Performance Expectations (For each service offered):
   - Uplink/Downlink Data Rates (Peak, Sustained, Cell Edge)
   - Maximum Transmission Range
   - Expected Latency
   - Frequency Band(s) Employed

T-Mobile Response: Performance of IoT is determined by both the device type (3GPP Category) and the network capability.

Technology	Frequency Bands	Data Rates	Latency	Max Range
4G LTE	B4/B66 (AWS) B2 (PCS) B12 (700) B71 (600)	America's Fastest LTE Network (both UL & DL)	America's Lowest Latency LTE Network	Full extent of LTE coverage
CAT-1	B4/B66 (AWS) B2 (PCS) B12 (700) B71 (600)	DL Up to 10Mbps UL up to 5Mbps (CAT-1 device limits)	America's Lowest Latency LTE Network	Full extent of LTE coverage
NB-IoT	B4/B66 (AWS) B2 (PCS) B12 (700) B71 (600) (2019)	DL 30kbps Peak DL 15Kbps Typical UL 30Kbps Peak UL 15kbps Typical	1-5sec typical	Full extent of LTE coverage

3. General Deployment Plans and Targeted Availability

T-Mobile Response: T-Mobile has nationwide support today for 4G LTE, LTE CAT-1, and NB-IoT. NB-IoT is planned to be extended to 600MHz in 2019.

4. General Pricing Model(s) and Alignment To Minimize Cost with Specific Application Use Cases

T-Mobile Response: T-Mobile has the most aggressive IoT pricing in the US, with service fees starting at $6/yr/device for NB-IoT and modules starting at just $5. Details at: https://iot.t-mobile.com/

6. RCS Cellular Messaging Services

Describe your current and planned deployments of Rich Communications Services (RCS) Service.

1. Planned/Deployed?

T-Mobile Response: Rich Communication Services provided enhanced messaging like group chat, videos, gifs, file and location sharing and more. T-Mobile was first to launch RCS in the US in July

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2015, and now every Android device we sell comes with it. More than 30 million T-Mobile customers send over 250 million RCS messages EVERY DAY across our network.

We designed the T-Mobile LTE Network to be "Data Strong" specifically to support the next era of device-to-device collaboration. But we didn't stop there - we've continued to innovate and enhance the experience for customers.

2. Extent of Coverage

T-Mobile Response: RCS services are currently available on Android devices in the same areas T-Mobile's nationwide LTE Network covers and also when these devices are connected to Wi-Fi. Currently in the industry, Android OS is the primary platform for RCS while other OEMs and application developers have taken a proprietary route for collaboration, built for either specific devices or specific apps.

3. List of Features Offered

T-Mobile Response: T-Mobile RCS services has been at RCS ver. 6.x and features include picture messaging, Real-time session status, Advanced Messaging, and native video calling integrated with the devices' built-in dialer. To support these features, enhanced additional storage capability (up to 10 MB) is available on each RCS session.

4. Supported devices

T-Mobile Response: RCS services is supported on all our LG, Samsung, Alcatel, Motorola, Pixel from Google, and select other T-Mobile Android devices with latest Android OS software.

5. Expectations for user adoption going forward

T-Mobile Response: T-Mobile has seen significant growth in RCS adoption and traffic since launching RCS 5.3 services 2015, and we anticipate a rapid increase (multi-basis point growth) of RCS adoption in the future. In 2018 and beyond, T-Mobile is now working with a new standard known as Universal Profile 1.0. Universal Profile 1.0 will allow for easy inter-carrier communications and greater storage capability as noted in the chart:

Features	Advanced Messaging	Universal Profile 1.0
"Is Typing" status	Yes	Yes
Read and Delivered status	Yes	Yes
File size limit	Up to 10MB	Up to 100MB
Group chat size limit	20 participants	100 paricipants
Group chat subject	No	Yes
Group chat icon	No	Yes
Group Administrator	No	Yes
Messaging between carrier (Carrier interoperability)	No	Yes*

**Universal Profile 1.0 support is designed to work across different wireless providers as soon as they're ready to support it and interconnect with T-Mobile.*

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7. Indoor Cellular Services

Describe your primary strategies addressing coverage problems in indoor or other difficult to service locations, and the type of support you can provide to our buyers in addressing these issues.

1. General technology approaches (e.g. DAS, small cells, indoor repeaters, VoWiFi, etc.) for different environments (Small office, large office building, campus, sports arena, etc.)

T-Mobile Response: In buildings with limited coverage, our team will be proactive with enhancing signal strength. We will request a site visit for an in-building evaluation. We will work closely with you to determine the solution and timeframe for completion of the project. We offer several options to enhance in-building coverage including, but not limited to:

- CelFi RS3 Signal Repeaters for low coverage areas
- LTE CellSpot
- Distributed Antenna System ("DAS") deployments: A DAS network is made up of base station connected by fiber optic cable to a group of antennas placed remotely in outdoor and indoor locations. DAS networks share and receive signals with remote nodes simultaneously, creating a single large cell. DAS systems can also be shared by multiple carriers and support multiple frequencies. DAS can be scaled depending on the size of the venue and are typically deployed in spaces with a larger footprint.

T-Mobile also supports Wi-fi Calling on many of our smartphone offerings to extend our coverage. One of the best things about T-Mobile Wi-Fi Calling is that it's so simple to use. You don't need to activate anything or download a special app. Just connect to any available Wi-Fi network, check that Wi-Fi Calling is enabled on your Wi-Fi capable smartphone, and make a call (or send a text, email, etc.) as you normally would.

Our engineers have continued to deliver quality and user-experience enhancements through Wi-fi Calling. We have the deep technical knowledge and close partnerships with device manufacturers to deliver the Wi-Fi call quality that customers have come to expect from the Un-carrier.

Benefits of Wi-Fi Calling:

- Make calls over any open Wi-Fi network
- Avoid international roaming charges when travelling internationally
- Extend coverage in places such as basements of homes and buildings

2. Process by which states request assistance with special coverage issues.

T-Mobile Response: For any installations where inadequate coverage is identified, T-Mobile will evaluate potential coverage improvements and present options to you using the following process outline.

1. T-Mobile will visit the site to measure signal strength and note areas within the facility designated by customer as being of critical importance (command, etc.).
2. The venue and supporting data are presented to T-Mobile leadership team for approval.
3. A plan to address the venue is put together

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   a. The solution will take into account the specifics of the location, such as size, building construction, etc. Site and building plans are reviewed and used to establish a design.
   b. Solutions may include several options - from a DAS to a microcell or pico solution - taking into account the number of existing and expected users, the balance of usage (voice/data devices), and any site-specific installation or design requirements.
4. The proposal is presented to the Customer for discussion and modified as needed.
5. An In-Building Coverage agreement is sent to the Customer for execution.
6. Upon execution of In-Building Coverage agreement, T-Mobile will work with the Facility Management to put together a project plan, including drawings, access, timelines, and any other issues identified that may impact the construction process.
   a. Locations may require additional Site-License or Lease negotiations, zoning permits, etc. that may impact the installation timeline.
7. Equipment is installed, tested, and brought on-air.

3. Availability of guidance regarding suitability of specific solutions to particular applications, known tradeoffs, regulatory issues (e.g. retransmission rights), and potential interference with existing Wi-Fi or other unlicensed networks in operation.

T-Mobile Response: T-Mobile recognizes that State and Municipal properties may have limitations and requirements before RF modification or new structures are designed. Modern Cellular communications improvements will be designed with the requesting organization's needs, and with the facilities distinct architectural and regulatory framework in mind.

4. Special support services regarding coverage problems that will be available to NASPO ValuePoint users under this contract

T-Mobile Response: Highly-trained US-wide engineers are tasked and equipped with coverage analysis tools to correctly identify areas of greatest need and use this information to build custom solutions designed to provide an optimum coverage experience.

8. Cellular Services on Unlicensed Bands

Describe your overall plans for use of unlicensed frequency bands in providing your service, and how you intend to handle problems arising from customer private networks that are also using those channels.

1. Frequency bands being considered

T-Mobile Response: T-Mobile has already been rapidly deploying License-Assisted Access (LAA) in the 5.0 GHz spectrum. This is in addition to Carrier Aggregation capability across the 4 LTE frequencies T-Mobile provides service in today.

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2. Planned applications for each band (e.g. Macro network, small cells, VoWiFi, etc.)

T-Mobile Response: T-Mobile has rapidly deployed License-Assisted Access for LTE-U and in over 300 cities in the US, leveraging both Small cells and conventional Mobile infrastructure

UL Frequency Band	Current use	Future plans
LTE-U Unlicensed (20 MHz in the 5.0 GHz range)	LAA/ LTE-U	LAA & all technologies

3. What level of problems do you anticipate regarding interference problems created through your use of unlicensed channels that might be occupied by WLANs or other private wireless systems?

T-Mobile Response: T-Mobile anticipates limited to no interference on Unlicensed LTE-U and LAA capability generally. LAA was developed cooperatively with the 3GPP specifically to address concerns about interference. This because LAA has the prioritization function to minimize interference with other traffic in shared spectrum space. Source: *FierceWireless 2/12/2018*

4. How will users buying under this contract be notified that a system using unlicensed frequencies will be deployed in their facility and what steps will you be taking to ensure against interference with existing networks using those same unlicensed bands (e.g. Wi-Fi, Other 2.4 G/5GHz deployments)

T-Mobile Response: Our current strategy for LAA and LTE-U is to deploy with small cells primarily. This means, just as with larger cell sites, agreements for fixtures and leasing where necessary are negotiated and access to network access is available. T-Mobile will communicate directly with organizations whose coverage requirement include use of Unlicensed spectrum.

9. Use of Wi-Fi in Cellular Services

Describe how you use Voice/Data/Text over Wi-Fi, the nature of the Wi-Fi services you would use, how the decision is made to use Wi-Fi versus cellular, and the impact Wi-Fi use will have on billable traffic.

1. Do you offload traffic onto Wi-Fi Networks?

T-Mobile Response: Unless the device is connected to a Wi-Fi AP, all data goes through T-Mobile's network. The users must either manually connect their phone to an AP or save the Wi-Fi AP to automatically connect when the AP is in range.

2. Indicate the approximate percentage of Wi-Fi usage for your total wireless network traffic over the following types of Wi-Fi networks:

T-Mobile Response:

- Wi-Fi Networks built and maintained by you- Voice 0% Data 0%
- Wi-Fi Networks from certified 3rd Party Providers (e.g. Boingo, Cable Companies, etc.) Voice N/A% Data N/A %
- Customer Wi-Fi Networks Voice N/A % Data N/A %
- Any open and available Wi-Fi network Voice N/A % Data N/A %

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3. How is the service choice made to use cellular versus Wi-Fi, and which Wi-Fi network to choose if there are multiple options available?

   T-Mobile Response: The selection criteria for using Wi-Fi-preferred or Cellular preferred connectivity varies by device and organization IT policy. For example, the factory settings on Apple devices with iOS 12 default to cellular-preferred in the United States but may prefer Wi-Fi overseas depending on Enterprise permissions and mobile rate plan.

4. Are any of the following traffic types sent over Wi-Fi charged against the user's service plan?
   - Voice?
   - Data?
   - Text (SMS/MMS)?

   T-Mobile Response:
   - Voice? No
   - Data? No per-unit charge, but draws against monthly usage depending on service plan.
   - Text (SMS/MMS)? No.

10. Public Safety Wireless Priority Service (WPS) - For Bidders Offering Public Safety Services

Describe your ability to provide Wireless Priority Service (WPS) voice services for State employees with critical job duties and responsibility for responding to disaster/emergency events.

1. Describe the general mechanism by which the network will prioritize WPS user calls (e.g. Will public network voice calls in progress be terminated to allow WPS calls to be connected?)

   T-Mobile Response: T-Mobile is a Wireless Priority Service ("WPS") provider, a program managed via the Department of Homeland Security ("DHS"). T-Mobile follows all DHS guidelines for granting WPS access to qualified lines of service. Access to WPS is vetted and approved outside of T-Mobile by DHS and a subcontractor, General Dynamics Information Technology ("GDIT") in collaboration with the NASPO's official Point of Contact. Once a user's line is approved, GDIT sends the approval for the appropriate WPS SOC to be added to the user's line. This process and the T-Mobile WPS service is similar to WPS from all other WPS carriers. T-Mobile is in the final stages of an enhancement to WPS service that enables it to work over T-Mobile's VoLTE service.

   While there are priority management rules for WPS, there are no circumstances where public network voice calls would be terminated in favor of other call types including WPS. Any WPS subscriber who places a WPS call will be admitted with priority over non WPS subscribers. Per FCC rules for all WPS providers, no public network voice call will be terminated. In the T-Mobile network resources required for voice call are never observed congested to the level when public call termination will be required.

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2. Can public safety officials disable calling for the general public to ensure WPS access for first responders?

   T-Mobile Response: Disablement of general public calling is not possible as WPS is structured today under DHS definitions. T-Mobile does have the capability to automatically bar access by regular users in congested cell site situations, including those situations which may arise during emergency response situations. In the case of congestion T-Mobile network will automatically reduce load from public by temporary barring cells.

   It is important to note that during the 2017 Hurricane season Operational reporting revealed that no T-Mobile site's radio resources ever became congested for voice bearers to the point where triggering a ban of general users was necessary.

3. What happens when a base station or other network element becomes overloaded with WPS calls?

   T-Mobile Response: Priority will be given to WPS callers based on Priority Level. T-Mobile network is over dimensioned to the level when total WPS usage is just a very small percentage of capacity.

4. Define the range of devices supported.

   T-Mobile Response: WPS rules are supported on phone/devices using any and all T-Mobile frequencies today.

5. Does the service operate on 2G, VoLTE, or both?

   T-Mobile Response: WPS rules are supported on all T-Mobile RAN technologies including 2G, 3G/UMTS (still available on T-Mobile) and VoLTE.

6. Do you provide enhanced reporting to public safety agencies regarding WPS availability, dropped calls, performance, etc.

   T-Mobile Response: Government organizations under NASPO may obtain this type of reporting upon request.

7. Describe the type of back-up and recovery measures that are included as part of WPS.

   T-Mobile Response: With VoLTE as the primary access, Circuit-switched voice on 3G/UMTS and 2G is available in back-up situations. T-Mobile offers this backup to Public Safety organizations "on the fly". Meaning, no user intervention or device settings need to be modified to have calls access the circuit-switched technologies on T-Mobile.

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8. Do you have the ability to augment coverage/capacity with deployable assets during events/disasters?

   T-Mobile Response: T-Mobile regularly deploys COWs/ CoLTs and other mobile coverage assets in cases when circumstances and planned/unplanned events require additional cellular coverage capacity on short notice.

9. Detail levels of user priority defined and procedures required in applying for and initiating WPS for a user.

   T-Mobile Response: WPS is not defined by the US mobile carriers. We support all 5 levels defined registration is done through DHS. T-Mobile follows DHS procedure by providing bulk enrollment process as well as user initiation. DHS dictates the levels of priority and assigns the priority during application for WPS to be provisioned to an individual line of service. Any DHS approved organization has an assigned Point of Contact (POC) at that organization. The POC is responsible for ensuring the subscriber applying for WPS is eligible prior to submitting to DHS. DHS confirms or denies the submission, and if in the case of approval sends that approval to the wireless carrier to provision the line of service with WPS.

10. Confirm your ability to activate equipment and WPS within 24 hours after request in the event of a State of Disaster/Emergency.

    T-Mobile Response: End-users already enrolled in WPS, can get expedited (2-4 hours) service activated on a new or secondary device. The intervals for new users or new accounts is dependent on DHS operations to fulfill. T-Mobile's will work with any DHS approved agency to expedite the activation and provision WPS during an event such as this.

11. National Broadband Public Safety Networks (NPSBNs) - For Bidders Offering Public Safety Services

Describe your plans for deploying FirstNet or FirstNet-like (i.e. National Broadband Public Safety Network) solutions for providing priority data and video service to State employees with critical job duties and responsibility for responding to disaster/emergency events.

Describe your plans for deploying FirstNet or FirstNet-like (i.e. National Broadband Public Safety Network) solutions for providing priority data and video service to State employees with critical job duties and responsibility for responding to disaster/emergency events.

Service Overview

1. Will the priority NPSBN service operate over a fully separate radio access (RAN) and evolved packet core (EPC) network, and if not, what elements will be shared with the public wireless network. Are those plans expected to change in the foreseeable future?

   T-Mobile Response: Please see Protected Business Confidential version.

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2. In shared network elements, describe the specific mechanisms by which public safety traffic will be prioritized over other public network traffic in both wireless and wired portions of the network.

   T-Mobile Response: Please see Protected Business Confidential version.

3. Describe the range of capabilities available to support Quality of Service (QoS) for different classes of public safety traffic (e.g. voice, video, PTT/MCPTT, priority data, best effort data, background data, etc.), and what modifications would be required on end user devices or servers to mark traffic so that it would be assigned to the correct QoS priority level.

   T-Mobile Response: Please see Protected Business Confidential version.

4. What radio frequency band(s) will your public safety service be operating on? Are there plans to change or expand that list?

   T-Mobile Response: Please see Protected Business Confidential version.

5. At any point do you plan to offer a physically separate public safety RAN (please provide your definition of "physically separate") using Band 14, and will public safety officials have the ability to preempt access to those radio network resources from the general public in the event of an emergency or disaster?

   T-Mobile Response: Please see Protected Business Confidential version.

6. Describe the availability of compatible end devices for your public safety services and identify any potential changes to your network offering (e.g. migration to Band 14) that would require device upgrades, and the scale of those upgrades (e.g. New SIM, Other hardware update, device replacement, etc.).

   T-Mobile Response: Please see Protected Business Confidential version.

7. Does this page from the FirstNet Web Site https://www.firstnet.com/devices represent the complete list of FirstNet Certified Compatible devices?

   T-Mobile Response: Please see Protected Business Confidential version.

8. Describe what happens when all public network traffic has been preempted and the network becomes overloaded with public safety traffic.

   T-Mobile Response: Please see Protected Business Confidential version.

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Service Offerings and Performance Guarantees/Expectations

9. Voice Telephony: What are you plans, timetables and proposed technologies to offer wireless voice telephony services on your public safety network, and will it be carried with appropriate QoS?

   T-Mobile Response: Please see Protected Business Confidential version.

10. Video: What are you plans, timetables and proposed technologies to offer wireless video services on your public safety network, and will it be carried with appropriate QoS? As video calls may be originated from a laptop, how will the user signal to the network that this is a video call so that appropriate QoS handling can be applied?

    T-Mobile Response: Please see Protected Business Confidential version.

11. Broadband Data Performance Expectation/Guarantee:
    - How many levels of priority data services (e.g. Critical, High Priority, Best Effort, Background Data, etc.) will be offered, and how will user devices signal to the network the QoS level that should be applied to each session?
    - Uplink/Downlink Data Rates (Peak, Sustained, Cell Edge) and Latency for each QoS level supported.
    - Impact on network performance in Network Overload Conditions

    T-Mobile Response: Please see Protected Business Confidential version.

12. Text: Describe the text capability that will be offered with your NPSBN, specify if it is separate from the public SMS/MMS service, the typical and maximum message delivery delay, and any particular features it provides for public safety users.

    T-Mobile Response: Please see Protected Business Confidential version.

13. PTT: Describe the capabilities of your current push-to-talk (PTT) service including interface to existing LMR systems.

    T-Mobile Response: Please see Protected Business Confidential version.

14. MCPTT: Describe you plan and timetable for introducing Mission Critical PTT (MCPTT) services:
    - Overall plans and timetables
    - Additional features to be provided with MCPTT
    - Availability of direct peer-to-peer wireless device connectivity.
    - Ability of MCPTT devices to continue to operate on a direct peer-to-peer basis if the cellular base station is disabled.
    - Please describe what functions or capabilities would be lost in the event that the service cell site becomes inoperable.

    T-Mobile Response: Please see Protected Business Confidential version.

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Service Level Agreements

15. Is there a specific, defined SLA for public safety customers? If so, please describe in detail.

T-Mobile Response: Please see Protected Business Confidential version.

Interoperability

16. Describe the level of interoperability between your solution and other cellular-based NPSBNs, FirstNet or other, for:
    a) Voice Telephony (When Offered): Will public safety priority and QoS traffic classes be maintained for calls passing between different carriers' networks?

    T-Mobile Response: Please see Protected Business Confidential version.

    b) Video Service: Will public safety priority and QoS traffic classes be maintained for video connections passing between different carriers' networks?

    T-Mobile Response: Please see Protected Business Confidential version.

    c) Broadband Data: Describe how public safety priority and QoS traffic classes will be maintained for traffic passing between different carriers' networks?

    T-Mobile Response: Please see Protected Business Confidential version.

    d) Text: Will NPSBN text services interoperate with users on other NPSBNs, and what other text services (e.g. SMS/MMS/RCS, Apple Messages, WhatsApp, etc.) can it exchange messages with.

    T-Mobile Response: Please see Protected Business Confidential version.

    e) PTT: Describe interoperability between PTT users served on different carriers' networks, including stations that are in the same broadcast group.

    T-Mobile Response: Please see Protected Business Confidential version..

    f) MCPTT: Describe interoperability between MCPTT users served on different carriers' services, including stations that are:
        - Communicating through their cellular base station
        - Communicating directly with one another (through Proximity Services)
        - In the same broadcast group.

    T-Mobile Response: Please see Protected Business Confidential version.

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Network Management and Control

17. Does the vendor support a separate 'Portal' for public safety users?

    T-Mobile Response: Please see Protected Business Confidential version.

18. Does the vendor provide the ability for public safety customers to monitor network performance in real-time and a mechanism to communicate directly with network operations personnel during times of crisis?

    T-Mobile Response: Please see Protected Business Confidential version.

19. Will government agencies have the ability to totally preempt public network voice/data/text traffic on shared elements in extreme circumstances to ensure public safety users maintain network availability at all times?

    T-Mobile Response: Please see Protected Business Confidential version.

Security, Reliability and Hardening Measures

20. Describe the security measures and standards employed for both traffic and control messages on both wired and wireless portions of the network.

    T-Mobile Response: Please see Protected Business Confidential version.

21. Describe the overall network hardening for public safety services, and approach to meeting NPSTC public safety grade standards. Including but not limited to: battery backup, backup generator, redundant backhaul, etc.

    T-Mobile Response: Please see Protected Business Confidential version.

22. Does the vendor have the ability to augment coverage/capacity with deployable assets during events/disasters?

    T-Mobile Response: Please see Protected Business Confidential version.

23. How would public safety or other government agency requests for those deployable assets be prioritized over public network services in an emergency or disaster situation?

    T-Mobile Response: Please see Protected Business Confidential version.

24. Does the vendor support local agencies purchasing their own cellular equipment to 'turn up' additional capacity when/where needed.

    T-Mobile Response: Please see Protected Business Confidential version.

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User Classification, Authorization and Onboarding

25. Detail classes of user priority defined and procedures required in applying for and initiating public safety priority service for a user as well as the mechanism for device provisioning and management in both day-to-day operations and during critical incidents.

    T-Mobile Response: Please see Protected Business Confidential version.

26. Describe the process for a user to use his/her personal mobile device to access the public safety network services if required.

    T-Mobile Response: Please see Protected Business Confidential version.

27. Confirm your ability to activate equipment and priority data/video services within 24 hours after request in the event of a State of Disaster/Emergency.

    T-Mobile Response: Please see Protected Business Confidential version.

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NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

DATE: _____

ATTN: Chris Jennings
NASPO ValuePoint Contract Administrator

RE: NASPO ValuePoint Master Service Agreement # (the "Contract") with _____("Contractor")

Dear Mr. Jennings:

Action Requested:

Contractor requests to add the product(s) and/or service(s) referenced in this document (collectively, the "Products") to the Contract.

Action Log: _____Verify Log is attached

PRODUCTS:

PRODUCT OVERVIEW:

Provide a summary of the product you are requesting to add. Attach any product brief to this document.

Describe how the product falls with the Scope of the Master Agreement:

_____
_____
_____
_____

NEW PRODUCT TERMS AND CONDITIONS. Attach any Terms and Conditions that apply to this product (such as ULA, Policy, Product Terms and Conditions). Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations. Any third-party product provider must agree to the Master Agreement Terms and Conditions.

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NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

BILLING

Any Product added to the NASPO ValuePoint Master Agreement must be billed by the Master Agreement Contractor and not by any third party.

COST:

Include a cost matrix to include NASPO ValuePoint contract pricing.

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NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

APPROVAL:

Upon signature, NASPO ValuePoint approves the addition of the product(s) and/or service(s) referenced herein to the Contract.

Upon signature, Contractor assures that all product(s) and/or service(s) referenced herein meet the terms and conditions of the Contract and understands that NASPO ValuePoint reserves the right to audit Contractor for compliance in accordance with the terms and conditions of the Contract. NASPO ValuePoint also reserves the right (a) to request additional information with respect to the product(s) and/or service(s) throughout the life of the Contract if in the best interest of NASPO ValuePoint.

Contract Vendor:

BY: _____

NAME: _____

TITLE: _____

DATE: _____

NASPO ValuePoint

BY: _____

NAME: _____

TITLE: _____

DATE: _____

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NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

ACTION LOG

Submit updated Action Log with each Request. Log must provide history of previous requests.

CONTRACT VENDOR:_____

Contact Name and Email (for questions):_____

DATE:_____

DATE SUBMITTED	ACTION REQUESTED:	DATE APPROVED

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Attachment S

Wireless Data, Voice and Accessories

Security Disclosure Statement

A. Purchasing entities are concerned about the security and privacy of information and data related to the performance of this contract. The type of data and information transmitted, stored and processed by the products and services will vary based on the purchasing entities requirements. As a result, it is not possible to establish a single set of of security requirements all products and services awarded under this contract must meet. Each purchasing entity purchasing from this contract will determine which products and services have the appropriate cyber security and data controls in place to meet their specific needs. To assist public entities each offeror must submit a Security Disclosure Statement with their proposal.

B. To qualify for any award under this contract, the Offeror must submit a Security Disclosure Statement addressing all of the elements listed below.
   i. In responding, Offeror must address not only the security mechanisms used by the bidder and its direct subsidiaries, but any partners, subcontractors or other 3rd parties who would be involved in implementing, operating, or in any way coming into contact with the service
   ii. Offeror must represent and warrant the accuracy and currency of the information on the completed statement. Offerors are encouraged to complete and submit both exhibits to Attachment D to their proposal.

C. Security Disclosure Statement information required. Offeror shall describe all policies, procedures, measures, methods, certifications and standards the offered product and/or service has in place to protect the purchasing entities security and privacy of information and data involved in the performance of this contract for each numbered statement below. Description responses shall also include;
   i. If for the specific product or service offered, the numbered security statement is not appropriate because it does not as a matter of accepted

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security practice related to the product or service offered, the offeror shall indicate in a statement that it is not applicable and briefly explain why.

ii. If the specific product or service offered does not comply with the the numbered statement, the offer shall indicate, "does not comply.

1) Methods and measures taken to hold, protect, and dispose of data during and following completion of any contract services. Include how access to a Purchasing Entity's user accounts or data will not be allowed, except in the course of data center operations, response to service or technical issues, as required by the express terms of the Master Agreement, the applicable Participating Addendum, and/or the applicable Service Level Agreement.
2) Security measures to secure and protect the confidentiality of information and data that is obtained, created, stored, transmitted, processed or otherwise held or managed by the product or service during the performance of all work related to performance of this contract. Include all data confidentiality standards and practices that prevent the exposure to unauthorized personnel, but also managing and reviewing access that administrators have to stored data.
3) Data encryption methods and standards in place to encrypt data at rest and in transit. This includes but is not limited to, encryption standards employed to protect data in transit over either wired or wireless (e.g. cellular, Wi-Fi, or other), and how that might change over the life of the contract.
4) Measures to protect Information about the cost, type, quantity and location of state communications facilities, system assets, plans, procedures, contract information, billing information and other information identified as sensitive by the purchasing entity related to the performance of all work under this contract.
5) Risk and policy management and enforcement measures in place to protect the security of physical assets and information.
6) How distributed access is controlled and managed across IT assets, including data, applications, networks and platforms within the solution.
7) Security management in place to secure data and applications, including threats from outside the service center as well as other customers co-located within the same service center.
8) Describe the logging process including:
    a. The types of services and devices logged, b. The event types logged, and
    c. The information fields will be made available to the authorized Purchasing Entity if requested in their PA after award of the master agreement.
9) Security Technical Reference Architectures are in place regarding Offerors employees who have access to sensitive data.

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11) An itemized list of all cyber security standards and, security certifications in place that the products and service offered comply with to ensure appropriate controls and data confidentiality are in place, as well as those in process at time of response. Specifically include HIPAA, FERPA, CJIS Security Policy, PCI Data Security Standards (DSS), IRS Publication 1075, FISMA, NIST 800-53, NIST SP 800- 171, FIPS 200 and FedRAMP (Moderate, High) if they apply. Include detailed response on how security standards and certifications will be maintained and updated to meet best practices for maintenance and operations.
12) A detailed list of all third-party attestations, security credentials and certifications, and reports relating to data security, integrity, and other controls in place.
13) NIST Cybersecurity Framework, April 16, 2018,Version 1.1 https://doi.org/10.6028/NIST.CSWP.04162018: Describe how the offeror is prepared to utilize the NIST Cybersecurity Framework for Turnkey Internet of Things, Other Turnkey Wireless, Applications and Services (Category 3) and Wireless Transport Options (Category 4) as may be implemented by the Purchasing Entity, which may include, but is not limited to:
    a. Convey the purchasing entities' cyber security requirements,
    b. Identify Functions, Categories, Subcategories, and Informative References that describe specific cybersecurity activities will provide in the Offerors's system, products or services under contract with the Purchasing Entity,
    c. Communicate cyber security requirements through Cyber Supply Chain Risk Management (SCRM), and
    d. Other cybersecurity risk management activities of Offeror's system, products or services under contract with the purchasing entity.

14) NIST Cybersecurity Framework, Table 2 Framework Core: For each subcategory of the all 15 Categories of the NIST Cybersecurity Framework, list the specific standards and certifications, the products or services offered comply with at the time or your proposal. Categories Include:
    a. Asset Management (ID.AM): The data, personnel, devices, systems, and facilities that enable the organization to achieve business purposes are identified and managed consistent with their relative importance to organizational objectives and the organization's risk strategy.
    b. Business Environment (ID.BE): The organization's mission, objectives, stakeholders, and activities are understood and prioritized; this information is used to inform cybersecurity roles, responsibilities, and risk management decisions.
    c. Governance (ID.GV): The policies, procedures, and processes to

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manage and monitor the organization's regulatory, legal, risk, environmental, and operational requirements are understood and inform the management of cybersecurity risk.

d. Risk Assessment (ID.RA): The organization understands the cybersecurity risk to organizational operations (including mission, functions, image, or reputation), organizational assets, and individuals.
e. Risk Management Strategy (ID.RM): The organization's priorities, constraints, risk tolerances, and assumptions are established and used to support operational risk decisions.
f. Supply Chain Risk Management (ID.SC): The organization's priorities, constraints, risk tolerances, and assumptions are established and used to support risk decisions associated with managing supply chain risk. The organization has established and implemented the processes to identify, assess and manage supply chain risks.
g. Identity Management, Authentication and Access Control (PR.AC): Access to physical and logical assets and associated facilities is limited to authorized users, processes, and devices, and is managed consistent with the assessed risk of unauthorized access to authorized activities and transactions.
h. Awareness and Training (PR.AT): The organization's personnel and partners are provided cybersecurity awareness education and are trained to perform their cybersecurity related duties and responsibilities consistent with related policies, procedures, and agreements.
i. Data Security (PR.DS): Information and records (data) are managed consistent with the organization's risk strategy to protect the confidentiality, integrity, and availability of information.
j. Information Protection Processes and Procedures (PR.IP): Security policies (that address purpose, scope, roles, responsibilities, management commitment, and coordination among organizational entities), processes, and procedures are maintained and used to manage protection of information systems and assets.
k. Maintenance (PR.MA): Maintenance and repairs of industrial control and information system components are performed consistent with policies and procedures.
l. Protective Technology (PR.PT): Technical security solutions are managed to ensure the security and resilience of systems and assets, consistent with related policies, procedures, and agreements.
m. Anomalies and Events (DE.AE): Anomalous activity is detected and

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the potential impact of events is understood.

n. Security Continuous Monitoring (DE.CM): The information system and assets are monitored to identify cybersecurity events and verify the effectiveness of protective measures.
o. Detection Processes (DE.DP): Detection processes and procedures are maintained and tested to ensure awareness of anomalous events.
p. Response Planning (RS.RP): Response processes and procedures are executed and maintained, to ensure response to detected cybersecurity incidents.
q. Communications (RS.CO): Response activities are coordinated with internal and external stakeholders (e.g. external support from law enforcement agencies).
r. Analysis (RS.AN): Analysis is conducted to ensure effective response and support recovery activities.
s. Mitigation (RS.MI): Activities are performed to prevent expansion of an event, mitigate its effects, and resolve the incident.
t. Improvements (RS.IM): Organizational response activities are improved by incorporating lessons learned from current and previous detection/response activities.
u. Recovery Planning (RC.RP): Recovery processes and procedures are executed and maintained to ensure restoration of systems or assets affected by cybersecurity incidents.
v. Improvements (RC.IM): Recovery planning and processes are improved by incorporating lessons learned into future activities.
w. Communications (RC.CO): Restoration activities are coordinated with internal and external parties (e.g. coordinating centers, Internet Service Providers, owners of attacking systems, victims, other CSIRTs, and vendors).

15) Data Breach/Incident policies and procedures regarding notification to both the purchasing entity of a security incident and/or data breach, as defined in this RFP, and the mitigation of such a breach. Include how proposer will work with Purchasing Entities before, during, and after a Security Incident and a Data Breach. Include information such as:
    a. Personnel who will be involved at various stages, include detail on how the Contract Manager will be involved;
    b. Response times;
    c. Incident levels;
    d. Processes and timelines;
    e. Methods of communication and assistance; and
    f. Other information vital to understanding the service you provide.

Provider should take into consideration that Purchasing Entities may have different

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notification requirements based on applicable laws and the categorization type of the data being processed or stored.

16) Method for compliance with all applicable laws related to data privacy and security including state Security Breach Notification Laws dealing with personally identifiable information (PII). Describe any legal obligations related to security the offeror will meet over the life of the contract and describe how offeror will report changes to these obligations to the public entity.

D. Any Turnkey Internet of Things, Other Turnkey Wireless system that incorporates SaaS, IaaS or PaaS or other cloud computing element shall complete, provide, and maintain a completed CSA STAR Registry Self-Assessment for that element. 2< https://cloudsecurityalliance.org/star/self-assessment/# overview . Offeror must either submit a completed Consensus Assessments Initiative Questionnaire (CAIQ), or submit a report documenting compliance with Cloud Controls Matrix (CCM) that the CAIQ is based on for the element that cloud based.

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T-Mobile Security Disclosure Statement:

As a partner in the DHS National Critical Infrastructure Communications Sector, T-Mobile is required to maintain high standards of security compliance, the details of which are not publicly disclosed for purposes of national security.

T-Mobile can provide a general statement of compliance for the required numbered security statements, and may be able to respond with further detail under special conditions.

As a general statement, T-Mobile is compliant with the current version of the NIST Cybersecurity Framework as further described below:
T-Mobile follows best practice security standards and guidelines in alignment with the NIST Cyber Security Framework, which specifies the following functional domains including 1) Identification, 2) Protection, 3) Detection, 4) Response, and 5) Recovery. Additionally, ISO 27001:2013 Information Security Management System and other applicable industry recognized frameworks are utilized.

T-Mobile has multiple physical and environmental policies and programs in place. Due to their sensitive nature, T-Mobile can not divulge all of our security methods and practices, but an example of some of the security measures are listed below:

- Cell Sites: Exterior fence with lock; building doors with locks; doors alarmed
- Switch Sites: Building doors with locks / require card-key access
- Data Centers: Building doors with locks / require card-key access; video surveillance systems. All visitors are required to sign in and out of T-Mobile locations and to wear Visitor badges requiring escorts.

Due to their sensitive nature, we can't divulge all of our security methods and practices. However, we can disclose the following:

- T-Mobile requires up-to-date anti-virus software installed on all corporate computers and configured to scan them. This software cannot be disabled by the end user. Data is stored in an encrypted format on all computers. T-Mobile servers are backed-up on a regular basis, including storing encrypted data in off-site locations. Data backup intervals vary. Devices processed by our Business Operations groups are always flashed and wiped. This includes devices returned to the distribution centers within our warranty period. Corporate devices are built according to a standard security configuration.
- T-Mobile has a formalized and documented Change Management policy. Changes are formally documented and requests are reviewed by the Change Control Board to ensure they meet business needs, are technically correct, and won't adversely affect services. Only changes approved by the Change Control Board are permitted (with the exception of changes required to remedy a service outage). Managers responsible for the system operations monitor those systems for unauthorized changes to their environment. Configuration management policy states that all proposed configuration changes must be because of a business need; be verified in the lab environment; and follow Change Management procedures for introduction

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into the production networks.

- All network traffic is monitored. We have network intrusion detection systems and monitoring capability in place with corresponding Incident Response Procedure that specifies actions to take upon notification of a security event. Our vulnerability scanning system is integrated within the Engineering networks with twice-monthly scanning done. If vulnerabilities are found, they are reported to the appropriate system owners. To ensure vulnerabilities have been addressed, follow-up testing is conducted.
- T-Mobile requires segregation of duties, which includes prohibiting individuals from approving their own access and requiring management-level approval of all access, as well as reviewing and validating access requests. T-Mobile has a formal wireless access policy mandating a standardized secure level of authentication and encryption.

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MA176-1
Wireless Data, Voice, and Accessories
Attachment V
Category 3 Subcategory Definitions

Item	Application	Definition
A	Fleet Management	Allows the management of tasks associated with managing a fleet of vehicles through the use of telematics or remote sensing devices.
C	Mobile Integration/Mobile Substitution Solutions	Network-based solutions that allow the integration of a user's mobile device and a desk phone, and provide a number of other business-oriented features. As a minimum, solutions meeting this criteria will provide: • Single Number Reach or the ability for a user to be reached at a single business telephone number. • Calls to that single telephone number would ring at both the user's desk phone or mobile device either through simultaneous and/or sequential ringing. • Single Voicemail Box for calls to that single business number.

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Attachment W

Wireless Data, Voice and Accessories

Offeror Submission Sheet

Offeror Name: _____T-Mobile_____

Category (subcategory)	Yes	No	Regional Award?
Category 1: Wireless Voice and Data	X		N/A
Category 2: Wireless Accessories and Equipment	X		N/A
Category 3: Turnkey Wireless Solutions (Check this if any subcategories below)			
Category 3: Subcategory A: Fleet Management	X		
Category 3: Subcategory C: Mobile Integration/Mobile Substitution Solutions	X		

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AMENDMENT NO. 2 TO PARTICIPATING ADDENDUM UNDER THE NASPO VALUEPOINT WIRELESS VOICE, DATA AND ACCESSORIES MASTER AGREEMENT #: MA176

PARTICIPANT: STATE OF ALABAMA

This Amendment No. 2 (this "Amendment") is entered into as of January 1, 2025 (the "Amendment Effective Date") by and between the State of Alabama ("Participating Entity"), and T-Mobile USA, Inc. ("Contractor") (Participating Entity and Contractor are, at times, referred to individually as a "Party" or together as the "Parties") and amends that certain Participating Addendum under the NASPO ValuePoint Wireless Voice, Data, and Accessories Master Agreement Number; MA176, effective as of August 14, 2020 (as amended, restated or otherwise modified to date, the "PA" or "Participating Addendum").

1. Allowable Categories.
   This amendment clarifies that Category 1 (Wireless Voice and Data), and Category 2 (Wireless Accessories and Equipment) purchases are allowable under the PA with the exception of PA-restricted items or services, and adds purchasing authority for Category 3 as awarded or as amended under the Master Agreement, see Attachment A.

2. Purchasing Authority for Category 3 (Turnkey Wireless and IoT Solutions offered as a Product).
   Category 3 solutions are available for use and purchase only by and through the State of Alabama Office of Information Technology (OIT). OIT has oversight approval with the statutory authority in Ala. Code §§ 41-4-280, et seq., and Ala. Code §§ 41-28-1, et seq. Political subdivisions, local government agencies, and public educational institutions may, at their discretion, purchase Category 3 products or services via and in accordance with the terms and conditions of the PA. If the discretionary entities purchase from this contract, then Contractor must interface with those organizations directly, and the Purchasing Entity will be responsible for ensuring all governing laws and regulations, including the competitive bid law, are met.

   Ala. Code § 41-4-283, as incorporated by Ala. Code § 41-28-9, provides that OIT may purchase Category 3 network services on behalf of all agencies, departments, boards, commissions, offices, or institutions of the State of Alabama, except those institutions excluded by Ala. Code § 41-4-291. Excluded entities must comply with OIT policy, rules, and procedures to utilize an approved connection to State resources. All State of Alabama Executive Branch agencies must purchase Category 3 through OIT. Except for OIT, Contractor cannot sell or market Category 3 directly to State of Alabama Executive Branch agencies.

IN WITNESS WHEREOF, the Parties have duly executed this Amendment as of the Amendment Effective Date.

Docusign Envelope ID: EB0AACF0-5268-420A-A828-1DDB25B062AA

T-Mobile USA, Inc.

By: DocuSigned by: 8F686CC9343743C...

Name: David Bezzant

Title: Vice President

Date: 12/26/2024

STATE OF ALABAMA

By: Christine Cook Digitally signed by Christine Cook Date: 2025.01.06 12:53:19 -06'00'

Name: Christine S. Cook

Title: Chief Procurement Officer

Date: _____

Legal Approved by:

DocuSigned by: Josh Dickinson 12/26/2024

T-Mobile USA, Inc., Legal Department

Docusign Envelope ID: EB0AACF0-5268-420A-A828-1DDB25B062AA

Attachment A

Award Justification Statement

Solicitation #CJ21-3

Contract Name: Wireless Voice, Data, and Accessories Award Category 3 Resolicitation

A. RESULT

Overall, the Evaluation Committee determined that the proposals submitted by the following firms provides the best value to the State for Award Categories 3A-3Q:

Category 3: Turnkey Wireless Solutions	See Below for subcategories
Category 3: Subcategory A: Fleet Management	Geotab, US Cellular
Category 3: Subcategory B: Field Service Management	T-Mobile, US Cellular
Category 3: Subcategory C: Mobile Device Management/Enterprise Mobility (MDM/EMM)	None
Category 3: Subcategory D: Workforce Management	T-Mobile
Category 3: Subcategory E: Mobile Data Collection	T-Mobile, US Cellular
Category 3: Subcategory F: Traffic Management and Intelligent Transport Systems (ITS)	T-Mobile, US Cellular
Category 3: Subcategory G: Snow and Ice Removal Route Management	US Cellular
Category 3: Subcategory H: Public Safety Systems	US Cellular
Category 3: Subcategory I: IoT Management	US Cellular
Category 3: Subcategory J: Energy Conservation/Management	AT&T, US Cellular
Category 3: Subcategory K: Building and Facilities Automation	AT&T
Category 3: Subcategory L: Mobile Integration/Mobile Substitution Solutions	T-Mobile
Category 3: Subcategory M: Enterprise Messaging	AT&T, US Cellular
Category 3: Subcategory N: Secure LAN Access	AT&T, Federated Wireless, US Cellular
Category 3: Subcategory O: Utility Operations, Monitoring and Support	US Cellular
Category 3: Subcategory P: Health and Human Services	Verizon Wireless
Category 3: Subcategory Q: Education	Verizon Wireless

May 29, 2026

Dear Councilmembers:

The Mobile Fire and Rescue Department has requested that the Office of Grants Management apply for the Assistance to Firefighters Grant (AFG) program. The department is seeking funding to replace the current inventory of 18 cardiac monitors/defibrillators, which have been in service since 2018 and are nearing the end of their expected lifespan of 5-7 years.

Funding is allocated by the Department of Homeland Security, Federal Emergency Management Agency (FEMA). FEMA has classified this equipment as a high funding priority. The total amount of grant assistance requested is $1,121,767.00. This funding opportunity requires a 10% match, in the amount of $112,176.00. The deadline to submit the application is June 22, 2026.

We look forward to continued communication on this important project. Please call Jennifer Greene with questions at 251-208-7199 or email at jennifer.greene@cityofmobile.org.

Respectfully,

Jennifer Greene
Director, Programs and Project Management
Department of Engineering and Infrastructure

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive from the Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) grant assistance in the amount of $1,121,767.00 in support of the FY25 Assistance to Firefighters (AFG) grant program.

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 Department of Homeland Security. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

BE IT FURTHER RESOLVED that the Council authorizes the transfer of 10% matching funds in the amount of $112,176.00 from the MFRD General Fund operating budget to the G-OGMMATCH grant match holding account in the event this grant is received in full.

Adopted:

_____

City Clerk

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed DENIAL
of a Rezoning for Property
Located at 5101 Moffett Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **June 9, 2026,** a public hearing will be held on the **14th** day of **July, 2026,** at 10:30 a.m., to consider adoption of an ordinance for the proposed rezoning for property located at 5101 Moffett Road from B-2, Neighborhood Business Suburban District, to B-3, Community Business Suburban District.

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

Lisa C. Lambert
City Clerk

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

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

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

THAT PORTION OF LOT "C" OF MANDRELL'S SUBDIVISION AS SHOWN BY PLAT RECORDED IN MAP BOOK 3, PAGE 253, PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 2 WEST, AND THENCE RUN NORTH 129 FEET, MORE OR LESS TO THE SOUTH RIGHT OF WAY LINE OF THE MOFFAT ROAD, THENCE RUN NORTH 87 DEGREES 17 MINUTES WEST ALONG THE SOUTH RIGHT OF WAY OF SAID MOFFAT ROAD 659 FEET TO A POINT, MARKED BY AN IRON PIPE, FOR THE POINT OF SAID BEGINNING; THENCE RUNNING SOUTH 182.5 FEET TO AN IRON PIPE ON THE NORTH RIGHT OF WAY LINE OF THE OVERLOOK ROAD (FORMERLY OLD MOFFAT ROAD) THENCE WEST ALONG THE SAID NORTH RIGHT OF WAY LINE OF THE OVERLOOK ROAD FOR A DISTANCE OF 222 FEET TO AN IRON PIPE, WHICH IRON PIPE IS 30 FEET DISTANT NORTH FROM THE CENTER LINE OF THE SAID OVERLOOK ROAD, THENCE RUN NORTHWARDLY 195 FEET TO AN IRON PIPE, WHICH IS LOCATED ON THE SOUTH SIDE OF THE RIGHT OF WAY OF MOFFAT ROAD, THENCE RUN SOUTH 7 DEGREES 17 MINUTES EAST 222 FEET ALONG THE SOUTH SIDE OF THE RIGHT OF WAY OF MOFFAT ROAD TO THE POINT OF BEGINNING.

LESS AND EXCEPT, HOWEVER, THE WESTERN 60 FEET OF THE ABOVE PROPERTY HERETOFORE CONVEYED BY DRIVE-IN REALTY, INC. TO C.D. GLAZE, MAY 29, 1962, AND RECORDED IN REAL PROPERTY BOOK 339, PAGE 639, OF THE PROBATE COUNTY RECORDS OF MOBILE COUNTY, ALABAMA.

LESS AND EXCEPT EASEMENT AS CONDEMNED FOR THE WIDENING OF MOFFAT ROAD RIGHT-OF-WAY.

The classification of said property is hereby changed from Neighborhood Business Suburban District (B-2) to Community Business Suburban District (B-3), 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-3, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in an B-3, 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 14th day of July, 2026, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 17th day of June, 2026 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **5101 Moffett Road.**

The proposed amendment to the Unified Development Code changes the classification of the subject property **from Neighborhood Business Suburban District (B-2) to Community Business Suburban District (B-3).** 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-3** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in **B-3** districts until the following condition has been complied with: 1. Full compliance with all municipal codes and ordinances.

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

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

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

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

THAT PORTION OF LOT "C" OF MANDRELL'S SUBDIVISION AS SHOWN BY PLAT RECORDED IN MAP BOOK 3, PAGE 253, PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 2 WEST, AND THENCE RUN NORTH 129 FEET, MORE OR LESS TO THE SOUTH RIGHT OF WAY LINE OF THE MOFFAT ROAD, THENCE RUN NORTH 87 DEGREES 17 MINUTES WEST ALONG THE SOUTH RIGHT OF WAY OF SAID MOFFAT ROAD 659 FEET TO A POINT, MARKED BY AN IRON PIPE, FOR THE POINT OF SAID BEGINNING; THENCE RUNNING SOUTH 182.5 FEET TO AN IRON PIPE ON THE NORTH RIGHT OF WAY LINE OF THE OVERLOOK ROAD (FORMERLY OLD MOFFAT ROAD) THENCE WEST ALONG THE SAID NORTH RIGHT OF WAY LINE OF THE OVERLOOK ROAD FOR A DISTANCE OF 222 FEET TO AN IRON PIPE, WHICH IRON PIPE IS 30 FEET DISTANT NORTH FROM THE CENTER LINE OF THE SAID OVERLOOK ROAD, THENCE RUN NORTHWARDLY 195 FEET TO AN IRON PIPE, WHICH IS LOCATED ON THE SOUTH SIDE OF THE RIGHT OF WAY OF MOFFAT ROAD, THENCE RUN SOUTH 7 DEGREES 17 MINUTES EAST 222 FEET ALONG THE SOUTH SIDE OF THE RIGHT OF WAY OF MOFFAT ROAD TO THE POINT OF BEGINNING.

LESS AND EXCEPT, HOWEVER, THE WESTERN 60 FEET OF THE ABOVE PROPERTY HERETOFORE CONVEYED BY DRIVE-IN REALTY, INC. TO C.D. GLAZE, MAY 29, 1962, AND RECORDED IN REAL PROPERTY BOOK 339, PAGE 639, OF THE PROBATE COUNTY RECORDS OF MOBILE COUNTY, ALABAMA.

LESS AND EXCEPT EASEMENT AS CONDEMNED FOR THE WIDENING OF MOFFAT ROAD RIGHT-OF-WAY.

The classification of said property is hereby changed **from Neighborhood Business Suburban District (B-2) to Community Business Suburban District (B-3),** 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-3**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in an **B-3,** 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

MYMS, Inc. (Walid George Harb, Agent)
5101 Moffett Road
Council District 7
Gina Gregory

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

May 22, 2026

City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **May 21, 2026**, considered the request of **MYMS, Inc. (Walid George Harb, Agent),** for a change in zoning **from Neighborhood Business Suburban District (B-2) to Community Business Suburban District (B-3),** for the property located at **5101 Moffett Road**.

After discussion it was decided to recommend **denial** of the rezoning request due to the following:

A) Consistency. The proposed amendment is not consistent with the Comprehensive Plan;
B) Mistake. There was no mistake or error in the original zoning map; and
C) The proposed amendment is not compatible with:
    (1) The current development trends, if any, in the vicinity of the subject property;
    (2) Surrounding land uses;
    (3) It would adversely impact neighboring properties; or
    (4) Cause a loss in property values.
D) The proposed amendment does not promote the community's public health, safety, and general welfare.
E) The infrastructure is not in place to accommodate the proposed amendment; and,
F) There are no changed or changing conditions in a particular area that make an amendment necessary and desirable.
G) 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

Copies of the application and report are attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

May 22, 2026

Walid George Harb
MYMS, Inc.
[redacted]

Re: 5101 Moffett Road
ZON-UDC-003718-2026
MYMS, Inc. (Walid George Harb, Agent)
District 7
Rezoning from Neighborhood Business Suburban District (B-2) to Community Business Suburban District (B-3)

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

At its meeting on May 21, 2026, the Planning Commission considered the above referenced application.

After discussion the Planning Commission denied the Rezoning request due to the following:

A) Consistency. The proposed amendment is not consistent with the Comprehensive Plan;
B) Mistake. There was no mistake or error in the original zoning map; and
C) Compatibility. The proposed amendment is not 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) The proposed amendment does not promote the community's public health, safety, and general welfare.
E) The infrastructure is not in place to accommodate the proposed amendment; and,
F) There are no changed or changing conditions in a particular area that make an amendment necessary and desirable.
G) 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.

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

[redacted]

ZON-UDC-003718-2026 5101 Moffett Road
May 22, 2026

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: D. Logan Anderson

D. Logan Anderson
Principal Planner II, Planning and Zoning

[redacted]

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:	Walid George Harb	
Firm:	MYMS INC	
Phone:	[redacted]	
Email:		
Address:		

[redacted]

	Owner	Design Professional
Name:	Muhamed Shakora	
Firm:	MYMS INC	
Phone:	[redacted]	
Email:		
Address:		

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

5101 Moffett Rd.

Property Address

Property Area (acres or square feet)

R022802034000128

Parcel Number(s) or Key Number(s)

B2

Present Zoning or Transect District

B3

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.

Muhamed Shakora Digitally signed by Muhamed Shakora DN: cn=Muhamed Shakora, o=MYMS, ou=MYMS, email=mcheer@aol.com, c=US Date: 2025.09.09 16:55:39 -07'00'

Owner Signature

04/09/2026

Date

Walid George Harb Digitally signed by Walid George Harb DN: cn=Walid George Harb, o=MYMS, ou=MYMS, email=mk.7.remodeling@gmail.com, c=US Date: 2025.09.09 16:53:32 -07'00'

Applicant or Agent Signature (if applicable)

04/09/2026

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.

Walid George Harb Digitally signed by Walid George Harb DN: cn=Walid George Harb, o=MYMS, ou=MYMS, email=mk.7.remodeling@gmail.com, c=US Date: 2025.09.09 16:54:08 -07'00'

Applicant or Agent Signature

04/09/2026

Date

[redacted]

CHECKLIST A
Conditional Use Permit

Requirement Checklist A is required for all Conditional Use Permits

The following information is required to evaluate applications for Conditional Use Permits. Please provide a statement for all items.

Please consult the Use Table in Section 64-2-24 of the UDC as the following uses may require supplemental documentation. Select all of the uses that apply.

☐ Bed and Breakfast Establishments	☐ Daycare, Child (Home Based 7-12 Children)
☐ Community Residences	☐ Private or Parochial School
☐ Above-Ground Oil Storage Tank	☐ Hazardous Substance Storage Tank
☐ Bar/Lounge	Car Lot Dealership and Garage

Have you provided the required information for the selected uses above? ■ Yes ☐ No

---

The Following information is required for Conditional Use Permits. Please refer to Section 64-10-6 for a full description of the requirements and verify that the following documentation is provided:

- ☒ Planning Commission Application
- ☐ Documentation of compliance with Approval Criteria
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer
- ☒ Site Plan
- ■ Neighborhood Meeting Documentation

---

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

"The proposed rezoning of 5101 Moffett Road from B-2 (Neighborhood Business District) to B-3 (Community Business District) is consistent with the goals and objectives of the Mobile Comprehensive Plan and the Future Land Use Map designation for this area.

The Future Land Use Map identifies Moffett Road as part of a Commercial Corridor, which supports a variety of retail, service, and automotive uses designed to serve both the surrounding neighborhood and the broader community.

Rezoning to B-3 allows for community-scale commercial activities, including automobile sales and service, which are appropriate for this corridor and support the City's goal of promoting diverse economic development and job creation.

The proposal maintains and enhances the existing commercial character of the area, utilizing an existing building and site infrastructure, thereby avoiding urban sprawl and encouraging efficient use of land and resources. The rezoning supports the Comprehensive Plan's objec

Future Land Use Map (FLUM) Designation

2. Is the application compliant with Development Standards of Article 3? ■ Yes ☐ No
   If no, what are the deficiencies?

The proposed rezoning to B-3 and the intended use of the property for automobile sales and a service garage will comply with the development standards of Article 3.

The site fronts directly on Moffett Road, providing adequate public street access. The existing large lot allows for clear circulation, customer parking, and vehicle display areas in accordance with access and parking requirements. Landscaping and buffer improvements

3. Describe how the application and plan is compatible with the character of the surrounding neighborhood.

The proposed B-3 rezoning and use for an automobile sales lot and service garage is consistent with the commercial character of Moffett Road. The existing building will remain, and the large lot allows for organized vehicle display and customer parking. Landscaping, buffering, and properly designed access and lighting will ensure the project fits harmoniously with surrounding properties, supporting the corridor's role as an active commercial area.

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

[redacted]

The proposed use at 5101 Moffett Road is compatible with surrounding development and will not negatively impact adjacent properties. The site is bordered by Moffett Road (a major highway), a commercial restaurant, a retail lingerie store, and a secondary road with residential housing beyond it. Appropriate buffering, landscaping, and site design will ensure that operations do not interfere with nearby businesses or the residential area across the road. Traffic will be managed with defined access points, and lighting will be directed away from neighboring properties to preserve their usability and development potential.

5. Please provide the following information:
   - ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)
     Please check Architect drawings for all details
   - ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
   - ☐ Lighting:
   - ☐ Hours of operation:
     8 am to 7pm closed on Sundays
   - ☐ Other conditions that are unique to the use of the property:

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

7. Describe how the proposal is designed to minimize the impact on storm water facilities.
   The proposal will comply with all City of Mobile stormwater management requirements. Existing drainage patterns will be maintained or improved, and any new impervious surfaces will be managed through proper grading, on-site detention if required, and connection to existing stormwater infrastructure. Best management practices will be used to minimize runoff and prevent negative impacts on surrounding properties and public systems.

8. Describe how the development is served by water and sanitary sewer services. What services are provided and by what entity?
   The development at 5101 Moffett Road is served by existing public utilities. Potable water and sanitary sewer services are provided by Mobile Area Water and Sewer System (MAWSS). The site has access to existing utility connections, and any necessary upgrades or extensions will be coordinated with MAWSS to ensure adequate capacity and service.

9. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.
   The proposed use will not generate excessive noise, odor, emissions, or other nuisances. All vehicle service activities will take place indoors, with proper waste disposal and compliance with environmental regulations to protect public health and safety. No heavy industrial operations are planned.

10. For Above-Ground Oil Storage Tanks, please include all information required by Section 64-4-7. For Hazardous Substance Storage Tanks, please include all information required by Section 64-4-8.

[redacted]

SUPPLEMENTAL DOCUMENTATION
Bed and Breakfast Establishments

The following information is required to evaluate applications for Conditional Use Permits for a Bed and Breakfast. Please provide a statement for all items.

1. Will the owner of the establishment reside on the site? ☐ Yes ■ No
   How many nonresident employees are proposed for the business?

   _____

   _____

2. How many guest rooms will be provided?

   _____

   _____

3. Will meals be provided? Are meals or food to be provided to any customers that are NOT overnight guests of the proposed Bed and Breakfast?

   _____

   _____

4. What is the maximum stay for guests?

   _____

   _____

SITE PLAN, BUILDING ELEVATION AND SIGN INFORMATION

The following information is required to evaluate the conditional use application. Please provide all the following information as additional documentation.

- ☐ Provide elevations of all structure on the property to illustrate that the residential nature of the neighborhood or the character of the dwelling as a residence are maintained.
- ☐ Illustrate the refuse area on the site plan (be no closer than twenty (20) feet from any property line and 100 feet from any dwelling on an adjacent lot)
- ☐ Illustrate required parking on the site plan (Minimum of two (2) off-street parking spaces for the principal occupants of the residence, and a minimum of one (1) additional parking space per guest room. The additional parking spaces shall not be located in any required front or side yard setback area and shall be screened from the view of adjacent properties.
- ☐ No more than one (1) identification sign shall be permitted for the Bed and Breakfast use. Such signs shall state only the name and street address of the establishment. It shall not exceed four (4) square feet in sign face area. No other signage or advertising copy such as Vacancy/No Vacancy, Rent/Lease, etc. is permitted.

[redacted]

SUPPLEMENTAL DOCUMENTATION
Bar/Lounge

The following information is required to evaluate applications for Conditional Use Permits for a Bar/Lounge. Please provide a statement for all items.

1. Is entertainment or music to be provided? ☐ Yes ■ No
   If yes, how often will entertainment or music be provided? Will sound systems or amplification be used? What hours will entertainment or music be provided?

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

3. Describe any potential adverse effects of the proposed use and structure upon the neighborhood and how will they be mitigated.

[redacted]

SUPPLEMENTAL DOCUMENTATION

Community Residences

The following information is required to evaluate applications for Conditional Use Permits for Community Residences. Please provide a statement for all items.

1. How many unrelated persons will occupy the home?

2. Will the community residence operate as a functional family (also known as emulating a biological family) to foster community gathering?

3. Is there an existing community residence within one thousand linear feet of the proposed community residence location? ☐ Yes ☐ No
   Refer to the Alabama Department of Mental Health, the Alabama Department of Public Health, and the Alabama Department of Human Resources for information regarding existing community residences.
   If yes, provide the address of the existing community residence(s).

4. Describe how the proposed Community Residence will not alter the residential character of the surrounding neighborhood.

5. By how many individuals will the community residence exceed the as of right maximum of four (4) residents? Provide an explanation of the financial and/or therapeutic need to house the proposed number of residents.

6. What is the primary function of the proposed Community Residence? What type of treatment is provided on site?

7. Describe how the requested number of residents in the proposed Community Residence will not interfere with the normalization and community integration of the occupants of any existing Community Residence.

[redacted]

SUPPLEMENTAL DOCUMENTATION
Daycare, Child (Home Based 7-12 children)

The following information is required to evaluate applications for Conditional Use Permits for Home Based Daycare. Please provide a statement for all items.

1. Is the home the primary residence of the daycare operator? ☐ Yes ☐ No

2. Are there additional employees? ☐ Yes ☐ No
   If yes, how many and do they reside at the home?

   _____

   _____

SITE PLAN AND BUILDING INFORMATION

The following are required to evaluate the conditional use application. Please provide all the following information as additional documentation.

- ☐ The outdoor play area shall be enclosed by a fence or wall at least four (4) feet in height. Please indicate on the site plan.
- ☐ The outdoor play area shall be adequate in size to accommodate the number of children served but in no event may be less than the number required of the Alabama Department of Human Resources.
- ☐ All parking shall comply with the Parking Requirements of Article 3, Section 12, except that the parking and driveway may be of an Approved Alternative Paving Surface, and shall comply with the size, location, and other specification requirements set forth in Section 64-3-12.
- ☐ The following minimum amount of off-street parking must be provided:
  - ☐ The minimum number required for residences as set forth in Section 64-3-12 and Table 64-3-12.1 (i.e., two (2) per dwelling unit for a single-family detached dwelling); plus
  - ☐ One (1) space for each employee who is not a full-time permanent resident of the home; plus
  - ☐ One (1) space for every three (3) children that the home daycare is licensed to serve by the Department of Human Resources.
- ☐ The indoor floor space of the home must be adequate in size to accommodate the number of children served but in no event may be less than the number required of the Alabama Department of Human Resources.

[redacted]

SUPPLEMENTAL DOCUMENTATION
Private or Parochial Schools

The following information is required to evaluate the conditional use application. Please provide all the following information as additional documentation.

SITE PLAN

- ☐ Building coverage shall not exceed forty (40) percent of the total lot area.
- ☐ Not less than two (2) off-street parking spaces per classroom shall be provided for an elementary school, three (3) per classroom for a junior high school and eight (8) per classroom for a senior high school.
- ☐ Minimum yard dimensions should be: Front Yard depth, thirty (30) feet; Side Yard width, forty (40) feet; Rear Yard depth, forty (40) feet, provided that each of these dimensions should be increased by one foot for every foot by which the height of the building exceeds thirty-five (35) feet.
- ☐ Playgrounds, play fields and other active recreation facilities should not extend into required yards, and no structure for seating spectators at athletic events (except a gymnasium or auditorium completely enclosed within a building) should be located closer than two hundred (200) feet to any residential property line.
    - ☐ One off-street parking space should be provided for every three (3) spectator seats in any such facility.
- ☐ Off-street school bus loading spaces should be provided when school buses are to be used.
- ☐ Fences or planted buffer strips should be provided as determined by the Board to be necessary for safety purposes or to minimize possible adverse effects upon adjacent property.

[redacted]

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

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A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

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

The proposal aligns with the goals of the Map for Mobile by supporting reinvestment along a major commercial corridor and encouraging context-sensitive infill development. The use promotes economic activity in an area already characterized by mixed commercial uses, helping to strengthen the corridor without disrupting nearby residential areas.

	B3
Future Land Use Map (FLUM) Designation	Requested Zoning

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

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

The proposal promotes the community's health, safety, and welfare by providing a well-managed commercial use that supports local economic activity while minimizing negative impacts. Proper site design, including safe vehicle access, adequate lighting, landscaping, and compliance with environmental and safety regulations, ensures a safe and attractive environment for customers, neighbors, and pedestrians.

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

The area along Moffett Road has experienced increased commercial development and diversification in recent years, evolving into a vibrant commercial corridor. This shift supports rezoning to accommodate compatible uses like automobile sales and service, which were previously limited or absent. The amendment responds to these changing economic and land use patterns, helping to revitalize the corridor while meeting community demand for varied commercial services.

[redacted]

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 Moffett Road corridor is experiencing significant commercial growth, characterized by increased traffic volumes and the expansion of retail and service establishments. Notable developments include the Forest Hill Shopping Center at 4805 Moffett Road, anchored by Dollar General and Beauty & Beyond, and the Town West Village at 5701 Moffett Road, which recently secured a 10-year lease with Piggly Wiggly as an anchor tenant. These developments reflect a broader trend of revitalization and increased commercial activity in the area.

2. Describe the surrounding land uses.

5101 Moffett Road is located along a busy commercial corridor. The site is bordered by Moffett Road (a major highway), a restaurant to the east, a lingerie shop to the south, and a secondary road with residential housing across to the west. Nearby retail centers and growing residential neighborhoods reflect a mix of commercial and residential uses in the area.

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

Potential impacts such as increased traffic, noise, and light could affect neighboring properties. These will be minimized through controlled access points, landscaped buffers, and directed lighting to reduce glare. All service activities will occur indoors to limit noise and odors, ensuring compatibility with adjacent businesses and nearby residences.

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

The site is served by existing public infrastructure, including paved roads, water, sewer, and stormwater systems. These facilities have adequate capacity to support the proposed automobile sales and service use, with any necessary utility connections or improvements coordinated with the appropriate city departments.

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 supports the City's goals by encouraging economic growth and revitalizing a key commercial corridor. It provides needed automotive sales and service options, creating jobs and increasing tax revenues. By utilizing existing infrastructure and enhancing the site with landscaping and proper design, the development promotes a safer, more attractive environment that benefits both businesses and residents in the larger community.

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

The proposal does not conflict with existing Specific Area Plans, Neighborhood Plans, or overlay districts for the Moffett Road corridor. It supports the goals of these plans by promoting compatible commercial development that enhances the area's economic vitality while respecting the character of adjacent neighborhoods. No amendments to existing plans are necessary.

[redacted]

CHECKLIST C

Planned Development

The following are required to evaluate applications for Planned Developments. Please provide a statement for all prompts.

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

- ☒ Planning Commission Application
- ☒ Neighborhood Meeting documentation
- ☒ A Concept Plan
- ☐ Dimensional and Design Standards, per Section 64-2-23.D
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer
- ☐ List of Permitted uses, per Section 64-2-23.C

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

The proposal aligns with the Map for Mobile by supporting reinvestment and commercial growth along a major corridor. It encourages context-sensitive development that complements existing businesses and helps strengthen the economic vitality of Moffett Road, consistent with the plan's goals for sustainable, balanced growth.

Future Land Use Map (FLUM) Designation

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

The proposed use complements the commercial character of the Moffett Road corridor, where a mix of retail, service, and automotive businesses already exist. The site design, including landscaping and buffering, will ensure the development integrates smoothly with adjacent properties, maintaining the area's functional and visual harmony.

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

The proposal includes landscaped buffers, proper setbacks, and controlled access points to minimize noise, traffic, and visual impacts. Service activities will be confined indoors, ensuring compatibility with neighboring businesses and residential areas and not hindering future development or improvements on adjacent properties.

4. Please provide the following information:
   - ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)
   - ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
   - ☐ Lighting:
   - ☐ Hours of operation:

[redacted]

7 aam to 7 pm closed on Sundays

☐ Other conditions that are unique to the use of the property:

NA

5. Describe how the proposal is designed to minimize the impact on storm water facilities.

The proposal will maintain or improve existing drainage patterns and comply with all City stormwater regulations. New impervious surfaces will be managed through appropriate grading n-site detention if needed, and connection to existing stormwater infrastructure to prevent increased runoff and protect surrounding properties.

6. Describe how the development is served by water and sanitary sewer services. What services are provided and by what entity?

The development at 5101 Moffett Road is served by existing public utilities. Potable water and sanitary sewer services are provided by Mobile Area Water and Sewer System (MAWSS)

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 proposal limits emissions, noise, odor, dust, and vibration by conducting all vehicle service activities indoors and following applicable environmental and safety regulations. No heavy industrial processes will occur, and proper waste management and lighting will ensure protection of public health and community welfare.

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

The proposal advances the City's interests by fostering economic development and revitalizing a key commercial corridor. It meets community needs by providing automotive sales and service options, creating jobs, and generating tax revenue. Thoughtful site design enhances safety and aesthetics, benefiting both businesses and nearby residents.

SITE PLAN AND BUILDING INFORMATION

The following information is required to evaluate the application. Please provide all the following information as additional documentation.

- ☐ Illustrate that the site plan satisfies the minimum continuous acreage requirements of Section 64-2-23.A
- ☐ Illustrate the open space.
- ☐ Illustrate available public utilities, streets, and community facilities.
- ☐ Illustrate that the site has appropriate ingress and egress.
- ☐ Illustrate how the site accommodates existing urban amenities and natural features.

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

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

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

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

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

   The proposal supports the Comprehensive Plan's vision by promoting commercial growth along Moffett Road, a designated mixed-use corridor. It encourages reinvestment and compatible development that strengthens economic vitality while respecting surrounding neighborhoods.

   Future Land Use Map (FLUM) Designation

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

   The proposal fits well with the existing commercial character of the Moffett Road area, which includes a mix of retail, service, and automotive uses. The design incorporates landscaping, buffering, and site organization to ensure it blends smoothly with adjacent properties and maintains neighborhood harmony.

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

   The proposal includes landscaping buffers, setbacks, and controlled access to reduce noise, traffic, and visual impacts on neighboring properties. All service activities will occur indoors to avoid disturbances, ensuring adjacent properties can develop or improve without interference.

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

[redacted]

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

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

   - ☐ Lighting:

   - ☐ Hours of operation:

   - ☐ Other conditions that are unique to the use of the property:

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.

   The proposal will limit emissions, noise, odors, dust, and vibration by conducting vehicle servicing indoors and adhering to all relevant regulations. No heavy industrial activities are planned, and proper waste management and lighting will safeguard public health, safety, and community welfare.

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

   The proposal supports the City's goals by promoting economic development, creating jobs, and enhancing the commercial vitality of the Moffett Road corridor. It provides needed automotive sales and service options, utilizes existing infrastructure efficiently, and contributes to a safer, more attractive community environment.

[redacted]

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?
   Tuesday April 7 at 5:00 pm to 7:00 pm at the Right Way Christian Center Church on 4712 Moffett rd. Mobile Alabama

2. What information was presented at the meeting?
   Survey, Interior layout of the property, exterior layout of the property and proposed description of rezoning.

3. What concerns were raised during the meeting?
   When will the work commence?
   What type of work will be performed there as a garage?
   Who are the owners?
   How many cars will be parked there?

4. Were any modifications made or considered in response to the concerns raised at the meeting?
   No all questions where answered to best knowledge

[redacted]

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project 5101 Moffett rd. (Roadline Motors) Rezoning B2 to B3

Address 5101 Moffett rd. Mobile Alabama

Owner MYMS

[redacted]

Authorized Agent Walid George Harb

[redacted]

Contractor _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer Kelley Engineering Inc

[redacted]

Architect Phillip Owens Coast Architects Inc

[redacted]

Submitted by:

_____

Signature

Walid George Harb 04/09/2026

Date

Print

Representative MYMS

Affiliation to project/Organization

[redacted]

602

ZON Description & Justification of Request

Description of Proposal:

The applicant requests rezoning of the property located at 5101 Moffett Road from its current zoning designation to B-3 (Community Business District). The intended use is for an automobile sales lot accompanied by a service garage. The existing structure on site will be retained and repurposed to accommodate vehicle display, sales operations, and minor vehicle servicing. The site plan includes clearly defined parking spaces for customers and employees, landscaped buffers along property boundaries, and designated access points to ensure safe ingress and egress. All vehicle servicing activities will be conducted indoors to reduce noise, odors, and other environmental impacts.

Justification for Request:

This rezoning request is driven by changing development patterns along the Moffett Road corridor, which has evolved into a thriving commercial area featuring a diverse mix of retail, dining, service-oriented businesses, and automotive-related uses. The property's strategic location on a major arterial roadway supports its suitability for B-3 zoning, which is intended to serve community-wide commercial needs.

The proposed use aligns directly with the City of Mobile's Comprehensive Plan (Map for Mobile), which promotes economic reinvestment and commercial diversification along strong corridors like Moffett Road. The plan encourages development that is context-sensitive, compatible with surrounding uses, and that enhances the economic vitality of the area while preserving the character of adjacent neighborhoods.

The development will utilize existing public infrastructure, including water, sewer, stormwater, and paved roadways, thereby minimizing the need for costly public improvements. The project incorporates stormwater management strategies to maintain or improve existing drainage conditions and prevent adverse effects on adjacent properties.

Potential impacts related to traffic, noise, light, and environmental factors will be mitigated through site design measures including landscaped buffers, controlled access points, and indoor service operations. These features will ensure minimal disruption to neighboring commercial and residential properties, preserving community health, safety, and welfare.

Furthermore, this project will create employment opportunities, increase local tax revenue, and enhance commercial services available to residents, contributing positively to the broader community's economic and social well-being.

Outlook

MYMS, Inc. (Walid George Harb, Agent) (ZON-UDC-003718-2026)

[redacted]

Good afternoon,

We have completed our review of the above-referenced Rezoning application.

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 have your surveyor submit the **DWG AutoCAD file** for the conceptual plan to our GIS staff. For your convenience, **Tori Aamoth** has been copied on this message.

If the application fees are paid **by noon on Monday, April 20, 2026**, the case will be scheduled for the **May 21, 2026, Planning Commission** agenda. If the deadline is not met, the application will be held until all outstanding requirements have been addressed.

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

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

Thank You,
Logan Anderson

[redacted]

BUILDMOBILE

Neighborhood Meeting for 5101 Moffett Rd.

Rezoning B2 to B3

Dear Neighbor,

You are invited to attend a neighborhood meeting regarding the property located at 5101 Moffett Road, Mobile, AL 36618. We are requesting a rezoning of this property from B2 to B-3 to allow use as an automobile sales lot and service garage.

The meeting will be held on Tuesday, April 7, 2026

Time: **5:00 pm to 7:00 pm**

Location: **Right Way Christian Center Church**

4712 Moffett Rd, Mobile AL, 36618

The purpose of this meeting is to provide information about the proposed rezoning, answer questions and hear feedback from nearby property owners and residents before application goes to the Planning Commission.

We value your input and encourage you to attend. Please disregard previous mail received.

Sincerely,
George Harb
MYMS INC
[redacted]

[redacted]

George Harb

MOBILE AL 366
24 MAR 2026 AM 1 L

RECD BUILD MOBILE
MAR 25 '26 AM 10:23

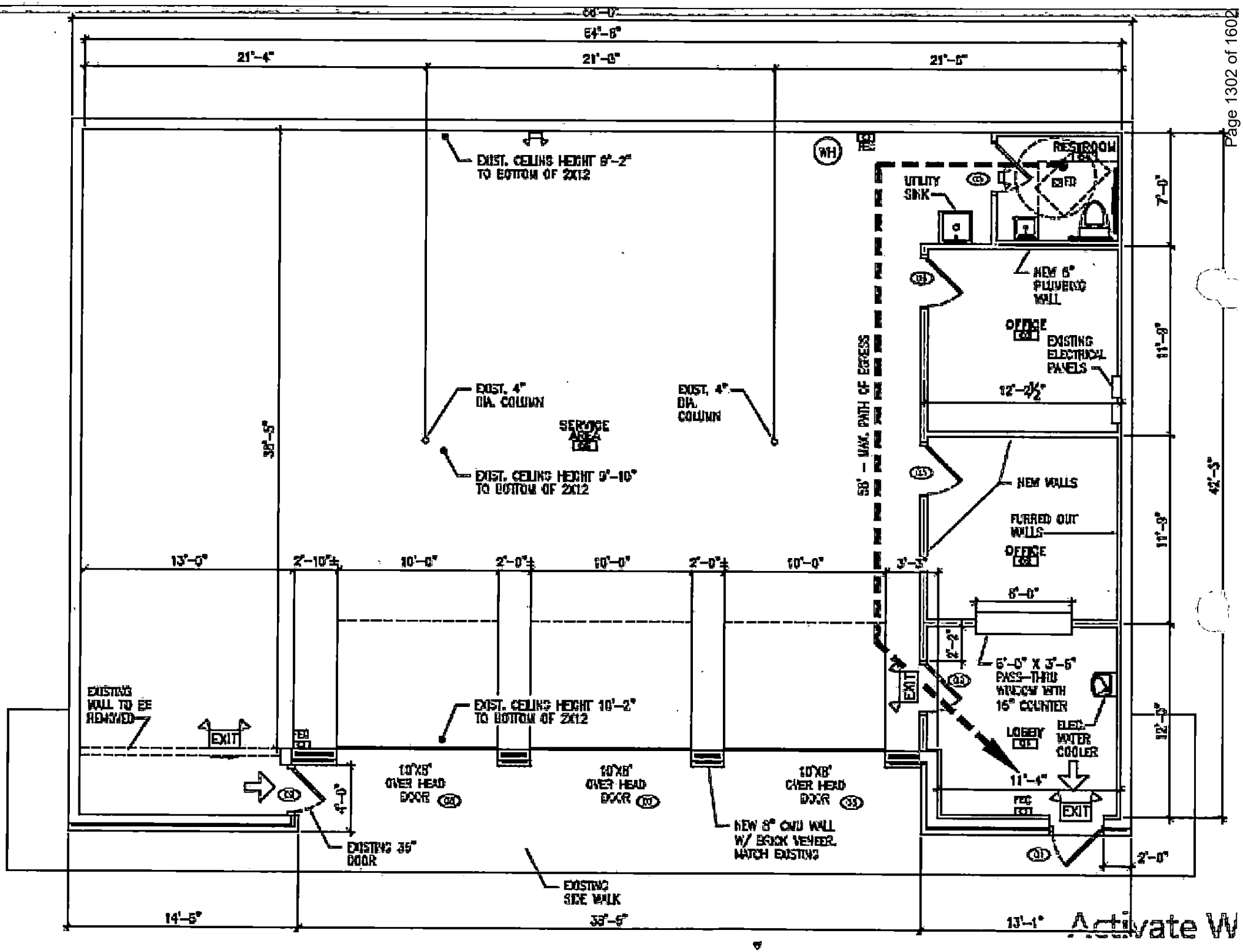
Build Mobile Planning & Zoning
PO Box 1827
Mobile AL 36633

36633-18272

Neighborhood Meeting Checklist:

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

MOFFET RD.
PROPERTY LINE 162'
PROPOSED DUMPSTER LOCATION
(9) PARKING SPOTS
EXISTING BUILDING
EXISTING PAVED AREA
PROPERTY LINE 162'
PROPERTY LINE 158'
12'-0"
12'-0"
12'-0"
9'-0" TYP.
20'-0" TYP.
PROPERTY LINE 162'
OVERLOOK RD.



Page 1302 of 1602

Activate W

5101 Moffett Rd. Neighborhood Meeting, Rezoning B2 to B3

- The proposed project at 5101 Moffett Rd. is a small well maintained automotive sales and light service business. The goal is to obtain rezoning from B2 to B3 and to upgrade the repurpose the existing vacant property into a clean organized commercial use that fits the character of Moffett Rd. The business will operate ass a used car lot with limited onsite mechanical work such as basic car maintenance.

Neighborhood Meeting for 5101 Moffett Rd.

Rezoning B2 to B3

Dear Neighbor,

You are invited to attend a neighborhood meeting regarding the property located at 5101 Moffett Road, Mobile, AL 36618. We are requesting a rezoning of this property from B2 to B-3 to allow use as an automobile sales lot and service garage.

The meeting will be held on Tuesday, April 7, 2026

Time: **5:00 pm to 7:00 pm**

Location: **Right Way Christian Center Church**

4712 Moffett Rd, Mobile AL, 36618

The purpose of this meeting is to provide information about the proposed rezoning, answer questions and hear feedback from nearby property owners and residents before application goes to the Planning Commission.

We value your input and encourage you to attend. Please disregard previous mail received.

Sincerely,
George Harb
MYMS INC
[redacted]

Neighborhood Meeting Summary

Meeting Date: April 7, 2026

Meeting Time: 5:00 PM - 7:00 PM

Meeting Location: Right Way Christian Center Church 4712 Moffett Rd.

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

The Proposed Project at 5101 Moffett Rd. is a small well maintained automotive sales and light service business. The goal is to obtain rezoning from B2 to B-3 and to upgrade and repurpose the existing vacant property into a clean organized commercial use that fits the character of Moffett Rd. The business will operate as a used car lot with limited on-site mechanical work such as basic car maintenance. No heavy work like body work will take place on the property.

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

Site plan: building elevations, car lot, drive aisles, access points

Please attach copies of the distributed information to this summary.

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

the neighborhood meeting was held on April 7, 2026 at scheduled time (starting 5:00 pm. at Right Way Christian Center Church. The applicant was present for the and provided an overview of the proposed rezoning request and proposed use for 5101 Moffett Rd.

Neighborhood Meeting Summary
Date: April 7, 2026
Applicant: Walid George Hasb MyllCo.
Meeting Location: Right Way Christian Center Church
Application:

(Meeting summary, continued)

the neighborhood meeting began at 6:00 PM and there was two attendees. I presented a summary of the proposed project and the goal of obtaining Rezoning from B2 to B3 and the repurposing of the property. the layout of the property was discussed, entrances and exits to the property, parking spots, the interior layout of the building etc. Questions and discussions were exchanged. Thank you.

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

The Neighborhood Meeting ended at the following time: 7:00 PM.

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

X _____ **Date:** April 8, 2026

Neighborhood Meeting

Date: April 7, 2026

Time: 5:00 PM - 7:00 PM

Location of Neighborhood Meeting: Right Way Christian Center Church 4712 Moffett Rd.

Project Location: 5101 Moffett Rd.

Project/Application (e.g. Rezoning from R-1 to B-1): Rezoning B-2 to B-3

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

X _____ **Date:** April 7, 2026

Please Sign In:

Name: George Herb [redacted]

Name: Bonnie Britton [redacted]

Name: JOHN MITCHELL [redacted]

Name: _____ Email: _____

Address: _____ Phone: _____

City of Mobile · Planning & Zoning

Neighborhood Meeting Cover Sheet

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

Date of Submittal: April 8, 2026

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: April 7, 2026

Neighborhood Meeting Time: 6:00 PM - 7:00 PM

Neighborhood Meeting Location: Right Way Christian Center Church 4712 Moffett Rd.

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

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

Applicant's Name: Walid George Hanna
(First Name & Last Name)

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

X _____ Date: April 8, 2026

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.

GARAGE RENOVATION FOR ROADLINE MOTORS

5101 MOFFET RD. MOBILE, AL

Coast Architects, Inc.

Daphne, Alabama

ARCHITECTURE • PLANNING • PROJECT MANAGEMENT

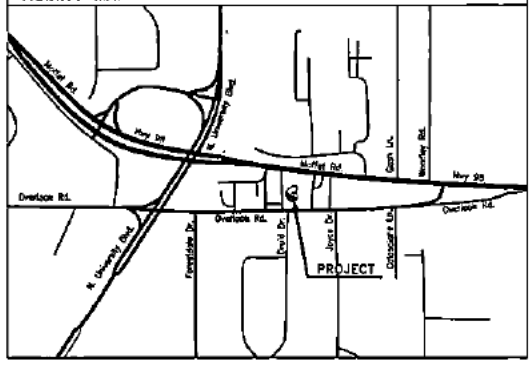
GENERAL NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL EXISTING CONDITIONS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ARCHITECTURAL, STRUCTURAL, MECHANICAL AND ELECTRICAL DETAILS AND DIMENSIONS. ANY DISCREPANCIES BETWEEN SUCH DETAILS AND DIMENSIONS SHALL BE REPORTED TO THE ARCHITECT PRIOR TO PROCEEDING WITH THE WORK.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ERECTION PROCEDURE AND SEQUENCE TO INSURE THE INTEGRITY OF THE BUILDING AND ITS COMPONENT PARTS DURING CONSTRUCTION.
4. THESE PLANS HAVE BEEN PREPARED PER REGULATIONS OF THE IRC, INTERNATIONAL BUILDING CODE. THE WORK OF ALL CONTRACTORS SHALL COMPLY WITH THE REQUIREMENTS SET FORTH IN THE AFOREMENTIONED CODE. NO DEVIATIONS FROM THE WORK SHOWN OR REASONABLY IMPLIED SHALL BE UNDERTAKEN WITHOUT THE ARCHITECT'S WRITTEN CONSENT. A COPY OF WHICH WILL BE FILED WITH THE CONSTRUCTION OFFICIAL.
5. ANY CHANGES TO OR DEVIATIONS FROM THESE DRAWINGS SHALL NOT BE MADE WITHOUT WRITTEN CONSENT FROM THE ARCHITECT AND OWNER.
6. THE OWNER AND OR THE CONTRACTOR SHALL HOLD HARMLESS THE ARCHITECT FROM AND INDEMNIFY ALL LIABILITY CLAIMS, DAMAGES, LOSSES AND EXPENSES INCLUDING LEGAL FEES ARISING OUT OF OR RESULTING FROM ERRORS OR OMISSIONS AND FROM THE PERFORMANCE OF THE WORK BY THE CONTRACTOR. THE DRAWINGS SHOW THE GENERAL ARRANGEMENTS AND OUTLINE OF THE WORK. AS THE WORK PROGRESSES, THE OWNER AND THE CONTRACTOR AT NO EXTRA COSTS, SHALL MAKE MODIFICATIONS TO MAKE THE PARTS ALIGN.
7. ALL WORK AND MATERIAL SHALL MEET THE REQUIREMENTS OF LOCAL AND STATE CODES AND THE SPECS OF THE NATIONAL BOARD OF FIRE UNDERWRITERS. CONTRACTORS SHALL CHECK AND VERIFY ALL PLAN DIMENSIONS AND CONDITIONS BEFORE PROCEEDING CONSTRUCTION. HE SHALL REPORT ANY DISCREPANCIES TO THE ARCHITECT FOR CORRECTION PRIOR TO BEGINNING ANY WORK. THE DISCOVERY OF DISCREPANCIES AFTER THE BEGINNING OF WORK WILL BE EVIDENCE OF FAULTY WORK AND SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. DO NOT SCALE DRAWINGS. ALL WRITTEN DIMENSIONS GOVERN.
8. THE CONTRACTOR FOR THIS PROJECT SHALL INCLUDE ALL MATERIALS AND LABOR REQUIRED TO COMPLETE THE TOTAL PROJECT. THE CONTRACTOR SHALL FURNISH AND PAY FOR ALL MATERIALS, TOOLS, EQUIPMENT, LABOR, MACHINERY, TRANSPORTATION, HEAT, WATER, UTILITIES AND ALL OTHER FACILITIES AND SERVICES REQUIRED FOR THE SAFE AND PROPER EXECUTION AND COMPLETION OF THE WORK.
9. THE ARCHITECT SHALL BE THE INTERPRETER OF THE CONTRACT DOCUMENTS. THE DOCUMENTS SHOW AN OVERVIEW OF THE WORK REQUIRED UNDER THIS CONTRACT AND RELATED REQUIREMENTS AND CONDITIONS THAT WILL IMPACT THE PROJECT. ALL DRAWINGS ARE COMPLEMENTARY. THE DRAWINGS GENERALLY SHOW THE EXTENT OF THE OVERALL COMPLEXITY AND CONCEPTS OF THE PROJECT, AND DO NOT NECESSARILY SHOW ALL DETAILS AND CONDITIONS.
10. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR FINAL CLEAN-UP AND SHALL INCLUDE THE SITE, AND THE BUILDING. THE ENTIRE PROJECT SHALL BE LEFT IN NEW, CLEAN CONDITION.
11. ALL WORK SHALL BE COMPLETED IN STRICT ACCORDANCE WITH ALL PERTINENT FEDERAL, STATE, AND LOCAL CODES AND ORDINANCES INCLUDING BUT NOT LIMITED TO:
    - 2021 INTERNATIONAL BUILDING CODE
    - 2021 INTERNATIONAL MECHANICAL CODE
    - ICC/ANSI A117.1, 2012 EDITION
    - 2015 INTERNATIONAL ENERGY CONSERVATION CODE
    - 2020 INTERNATIONAL PLUMBING CODE
    - 2021 INTERNATIONAL EXISTING BUILDING CODE
    - 2020 NATIONAL ELECTRICAL CODE
    - 2020 INTERNATIONAL FIRE CODE
    - NFPA 70
12. ALL WORK SHALL BE COMPLETED IN STRICT ACCORDANCE WITH ALL MANUFACTURER'S SPECIFICATIONS, GUIDELINES AND RECOMMENDATIONS.
13. PRIOR TO START OF WORK, GENERAL CONTRACTOR (G.C.) SHALL REVIEW THESE CONSTRUCTION DOCUMENTS AND THE PRINTED SCOPE OF WORK TO BE FURNISHED UNDER THE CONSTRUCTION CONTRACT WITH A DULY AUTHORIZED REPRESENTATIVE OF THE OWNER. THE ARCHITECT DOES NOT REPRESENT THESE DOCUMENTS AS APPROVED BY THE OWNER. SCOPE OF WORK AVAILABLE FROM OWNERS REPRESENTATIVE.

OWNER INFORMATION

OWNER: -
ADDRESS:
PHONE: -
EMAIL: -

VICINITY MAP



DRAWING INDEX

- TITLE SHEET
BCS1 BUILDING CODE SUMMARY

ARCHITECTURAL
AS1 ARCHITECTURAL SITE PLAN
A1 LIFE SAFETY / FLOOR PLAN
A2 EXTERIOR ELEVATIONS
A3 CEILING FRAMING PLAN
A4 SECTIONS AND DETAILS

MECHANICAL
M1 HVAC PLAN
M2 HVAC DETAILS
M3 HVAC SPECS

ELECTRICAL
E101 ELECTRICAL NOTES
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E203 ELECTRICAL RISER DIAGRAM, PANEL SCHEDULES
E204 ELECTRICAL CONCHECK

PLUMBING
P1 PLUMBING PLAN
P2 PLUMBING DETAILS

DECEMBER 1, 2025

City of Mobile - Permitting

Building Code Summary

For All Commercial Projects

Information to be copied and placed on drawings

General Information

ROADLINE MOTORS / GARAGE RENOVATION
Name of Project

5101 MOFFET RD., MOBILE ALABAMA
Address

MOTOR GARAGE
Proposed Use

Architects Letter of Supervision Provided? ○ Yes ○ No

Codes used in design (Check all that apply)

- ☒ 2021 International Building Code
- ☒ 2020 National Electrical Code
- ☒ 2021 International Existing Building Code
- ☒ 2021 International Mechanical Code
- ☒ 2021 International Fire Code
- ☒ 2021 International Plumbing Code
- ☒ 2015 International Energy Conservation Code
- ☒ 2021 International Fuel Gas Code

Construction Description

☐ Addition ☐ Alteration ☐ New Construction ☒ Renovation of Existing Building ☐ Tenant Build-Out ☐ Shell

Scope of Work – Building: RENOVATION TO EXISTING BUILDING
ADDING NEW INTERIOR WALLS, ROOMS, GARAGE DOORS

Scope of Work – Electrical: ELECTRICAL SERVICE IS EXISTING.

Scope of Work – Mechanical / Refrigeration: ADDITIONAL HVAC UNITS AT NEW ADDITION

Scope of Work – Plumbing: NEW RESTROOM. PLUMBING SERVICE & SYSTEM IS EXISTING.

Total Lot Area (sf) 24,750 **Gross Area of Building All floors (sf)** 2,831

Total Building Footprint (sf)** _____ **Building Height:** 11'-1"

***To include all buildings on the site, including detached garages, storage sheds, etc.*

Number of Stories: 1 **Is there a basement?** ○ Yes ◉ No

Existing Buildings

The building will remain in operation during construction ◉ Yes ○ No

If yes, add provisions for rigid safety barriers and dust barriers to protect the public during construction in accordance with the applicable provisions of IBC Chapter 33. Yellow safety tape is not acceptable.

Provide Level of Alterations per IEBC ☒ 1 ☐ 2 ☐ 3

Renovations (Change of Occupancy)

Is the work in this building or space changing the occupancy type or use? ○ Yes ◉ No

Historic Buildings

Is this building a Historic Building? ○ Yes ◉ No

Construction Type ☐ IA ☐ IB ☐ IIA ☐ IIB ☐ IIIA ☐ IIIB ☐ IVA ☐ IVB ☐ IVC ☐ IVHT ☐ VA ☒ VB

Occupancy Classification

						Occupant Loads
☐	Assembly 303	☐ A-1	☒ A-2	☐ A-3	☐ A-4	☐ A-5	
☒	Business 304						19
☐	Education 305						
☐	Factory Industrial 306	☐ F-1	☐ F-2				
☐	High-Hazard 307	☐ H-1	☐ H-2	☐ H-3	☐ H-4	☐ H-5	
☐	Institutional 308	☐ I-1	☐ I-2	☐ I-3	☐ I-4	____Condition	
☐	Mercantile 309						
☐	Residential 310	☐ R-1	☐ R-2	☐ R-3	☐ R-4		
☐	Storage 311	☐ S-1	☐ S-2		☐ High-piled		
☐	Utility & Miscellaneous 312						
						TOTAL OCCUPANT LOAD	271

Building Element	Required Rating	UL No. *
Structural frame; columns, girders, trusses	N/A	
Bearing walls exterior		
Bearing walls interior		
Non-bearing walls & partitions exterior		
Non-bearing walls & partitions interior		
Floor construction; supporting beams and joists		
Roof construction; supporting beams and joists		

Sprinkler system? ☐ Yes ☒ No ☐ Partial

If "YES", provide Commercial Sprinkler Owners Information Certification: Click here to access the form.

Sprinkler type ☐ 13 ☐ 13R ☐ 13D

Standpipes? ☐ Yes ☐ No ☐ Wet ☐ Dry Class_____

Fire / Smoke Alarm? ○ Yes ○ No

Fire Rated Elements	Required Rating	Hourly Rating	UL No. *
Ceiling-Floors	N/A		
Beams	N/A		
Columns	N/A		
Ceiling-Roofs	N/A		
Shafts-Exit	N/A		
Shafts-Other	N/A		
Corridor separation	N/A		
Occupancy separation	N/A		
Party/Fire wall separation	N/A		
Smoke barrier separation	N/A		
Tenant separations	N/A		

** Or other approved agencies*

- All fire rated walls shall be identified on plans by hatching, shading, etc.; show legend.
- Identify code section when using any special exceptions, etc.
- Reproduce full UL, Or other approved agencies details or reproductions of rated assemblies/penetrations on the drawings.

Draft Stopping (IBC 718.3 & 718.4) Draft stopping in floor? ○ Yes ○ No Draft stopping in attic? ○ Yes ○ No

Accessibility (IBC 11) Does the design conforms to IBC Chapter 11 and ICC A117.1-2017? ◉ Yes ○ No

If no, explain below condition that will not allow building to be accessible:

Design Loads (City Ordinance 1609.3)

Ultimate Design Wind Speed (IBC 1609 or ASCE 7)

☐ Risk Cat. I-145MPH ☒ Risk Cat. II-159MPH ☐ Risk Cat. III-169MPH ☐ Risk Cat. IV-179MPH

Live Loads (IBC 1607) EXISTING

Roof _____PSF Attic _____PSF Floor _____PSF Mezzanine_____PSF

Wind-Borne Debris Region (IBC 1609)

This building will use impact resistant glass per (IBC 1609.2)? ◉ Yes ○ No

This building will use engineered shutters or other approved method? ○ Yes ○ No

Flood Requirements (IBC 1612) All projects located in a Special Flood Hazard Area shall comply with the City of Mobile Storm Water Management and Flood Control Ordinance. Does this project comply? ◉ Yes ○ No

If no, explain why:

Special Inspections and Tests (IBC 17)

I have reviewed the requirements of IBC Section 17, specifically 1705; the design incorporates the requirements and is reflected on the drawings and in the specifications. Below are the requirements to be included:

The Contractor has been notified of his responsibility under Section 1704. ◉ Yes ○ No

Safety Glazing for Hazardous (IBC 2406) I have identified on drawings where tempered glass is required in hazardous locations (2406.4) ◉ Yes ○ No

IPC TABLE 403.1 – TOTAL NUMBER OF REQUIRED FIXTURES

	OCCUPANCY	OCCUPANT LOAD	WATER CLOSETS				LAVATORIES		
			Ratio	Men	Ratio	Women	Ratio	Men	Women
Required	B	19	1/75	1	1/75	1	1/200	1	1
Total									

	DRINKING FOUNTAIN	SERVICE SINK	MISC	MISC
Required	1	1		
Total	1	1		

Fire Department Requirements: The design professional shall provide the following required fire protection elements for the building.

Required water supply _____ GPM @ _____ PSI

Method Used:

_____ The Insurance Service Office (ISO) Method _____ Iowa State University (ISU) Method,

_____ Illinois Institute of Technology (IIT) Method) _____ International Fire Code 2021 (IFC)

Key Boxes IFC 506: ◉ Yes ○ No

Locks: ○ Yes ○ No

**required for buildings with fire protection systems, gates, non-standard fire service access i.e., elevators

Emergency Responder Communication Coverage IFC 510: ○ Yes ◉ No

***Signal strength survey required for structures over 50,000 SF, over three stories high, or those having a basement. This requirement may be requested for structures not meeting these parameters.*

Provide a Life Safety Plan (LSP) for all commercial projects: ◉ Yes ○ No

***At a minimum, the Life Safety Plan shall illustrate the use for all areas, occupant loads for all areas, exit locations, exit access, exit capacity, maximum travel distance, exit lights, emergency lights, fire extinguishers, fire rated assemblies, assembly area seating layout and exit discharge.*

Compliance Statement required for Fire Approval: ○ Yes ○ No N/A – EXISTING

***Where fire apparatus access roads or a water supply for fire protection are required to be installed, such protection shall be installed and made serviceable prior to and during the time of construction.*

Coast Architects, Inc.
ARCHITECTURE
PLANNING
PROJECT MANAGEMENT
6429 Jordan Road
Daphne, AL 36526
P: (251) 533-0117 F: (251) 533-0118

GARAGE RENOVATION FOR ROADLINE MOTORS

5101 MOFFET RD. MOBILE, AL

DATE: 12/1/25
DRAWN: JF
CHECKED: PNO
TITLE: Building Code Summary

REVISION:
NO. DATE:

SHEET:

BCS1

A AS1 ARCHITECTURAL SITE PLAN
SCALE: 1" = 20'

NOTES:
1. ALL SITE FEATURES AND CONDITIONS ARE EXISTING
2. ALL UTILITIES ARE EXISTING

Coast Architects, Inc.
[redacted]

GARAGE RENOVATION FOR ROADLINE MOTORS
5101 MOFFET RD. MOBILE, AL

DATE: 12/1/25
DRAWN: JF
CHECKED: PNO
TITLE: Architectural Site Plan

REVISION:
NO DATE

SHEET:
AS1

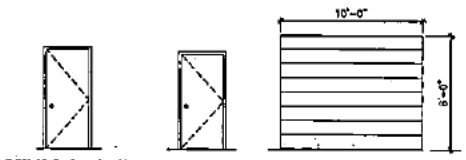
ROOM FINISH SCHEDULE

No.	Rm. Name	Floor	Base	Walls	Ceiling	Remarks
01	LOBBY	LUX. VINYL TILE	3"x4" WOOD	PTD. GYP. BD.	PTD. GYP. BD.	
02	OFFICE	LUX. VINYL TILE	3"x4" WOOD	PTD. GYP. BD.	PTD. GYP. BD.	
03	OFFICE	LUX. VINYL TILE	3"x4" WOOD	PTD. GYP. BD.	PTD. GYP. BD.	
04	RESTROOM	CERAMIC TILE	CERAMIC TILE	PTD. GYP. BD.	PTD. GYP. BD.	
05	SERVICE AREA		PAINTED		EXPOSED	

DOOR SCHEDULE

HM = HOLLOW METAL FRAME
WHC = WOOD HOLLOW CORE DOOR
HTL = METAL DOOR

Number	Size W x H	Type	Door Material	Frame Material	Remarks
01	3'-0" x 7'-0"	1	MTL.	HM	
02	3'-0" x 6'-8"	2	WHC	WOOD	
03	3'-0" x 6'-8"	2	WHC	WOOD	
04	3'-0" x 6'-8"	2	WHC	WOOD	
05	3'-0" x 6'-8"	2	WHC	WOOD	
06	10'-0" x 8'-0"	3	MTL.	-	OVER HEAD GARAGE
07	10'-0" x 8'-0"	3	MTL.	-	OVER HEAD GARAGE
08	10'-0" x 8'-0"	3	MTL.	-	OVER HEAD GARAGE
09	3'-0" x 6'-8"	-	-	-	EXISTING

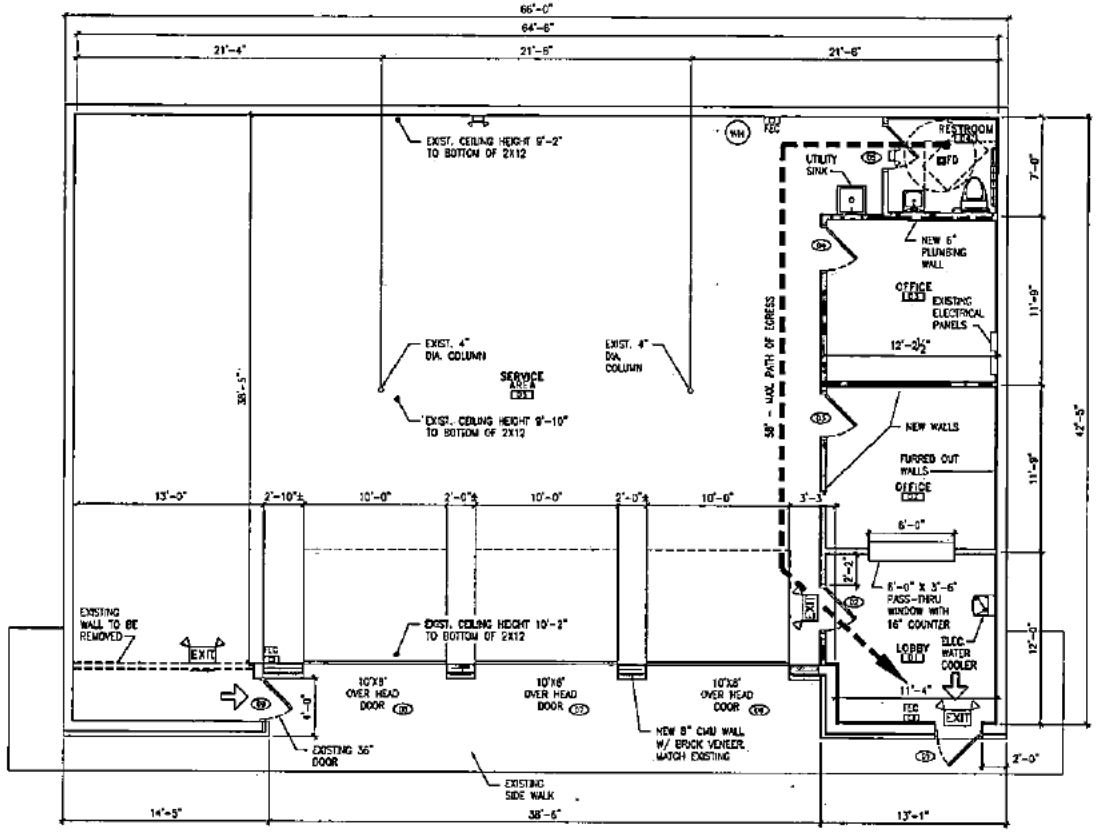


EXTERIOR FLUSH INSULATED METAL DOOR W/ HOLLOW METAL FRAME U-FACTOR 0.25 — DOOR TYPE 1

INTERIOR FLUSH HOLLOW CORE WOOD DOOR W/ WOOD FRAME — DOOR TYPE 2

PRE FINISHED METAL OVER HEAD GARAGE DOOR U-FACTOR 0.25 — DOOR TYPE 3

8 / A1 DOOR TYPES
SCALE: 1/4" = 1'-0"



A / A1 FLOOR PLAN / LIFE SAFETY PLAN
SCALE: 1/4" = 1'-0"

TOTAL AREA = 2,831 S.F.

FD = FLOOR DRAIN

N

NOTE:
1. ALL NEW WALLS TO BE 2X4 @ 16" O.C. WITH ⅝" GYP. BD. ON EA. SIDE UNLESS NOTED OTHERWISE.
2. 1⅛" @ 16" O.C. FURRING STRIPS AND ⅝" GYP. BD. AT FURRED OUT CMU WALLS.
3. 8'-0" CEILING HT. AT OFFICES AND RESTROOM, 9'-0" CEILING HT. AT LOBBY, OPEN CEILING IN SERVICE AREA.
4. ALL NEW EXTERIOR DOORS AND WINDOWS TO BE RATED FOR 150 MPH WIND.

(STRUCTURAL ONLY)

FIRE PROTECTION LEGEND

- EXIT SIGN EMERGENCY LIGHT COMBO W/ BATTERY BACKUP
- EXIT SIGN W/ BATTERY BACKUP
- EMERGENCY LIGHT W/ BATTERY BACKUP
- EMERGENCY EGRESS LIGHT W/ BATTERY BACKUP
- PRIMARY BUILDING EXITS
- FEC (FIRE EXTINGUISHER CABINET) (MAXIMUM TRAVEL DISTANCE TO FIRE EXTINGUISHER = 75')

Coast Architects, Inc.

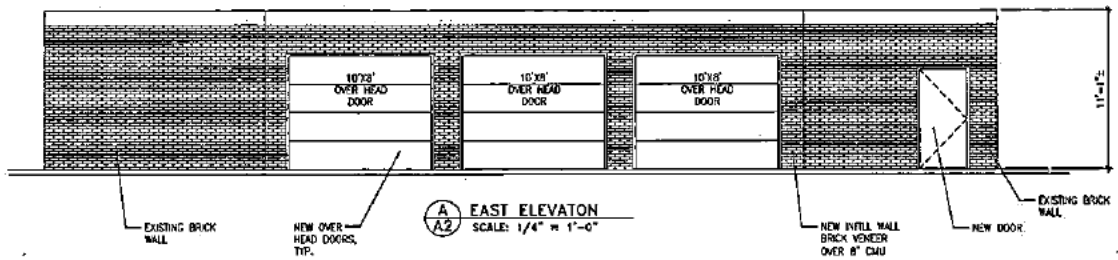
[redacted]

GARAGE RENOVATION
FOR
ROADLINE MOTORS
5101 MOFFET RD. MOBILE, AL

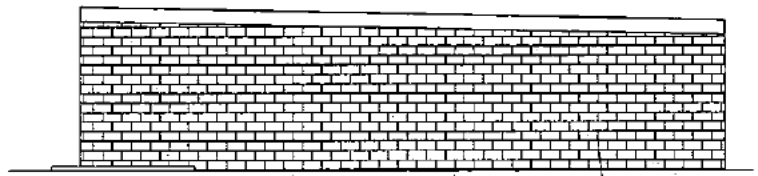
DATE: 12/1/25
DRAWN: JF
CHECKED: PND / JK
TITLE: Floor Plan / Life Safety Plan

REVISION:
NO. DATE:

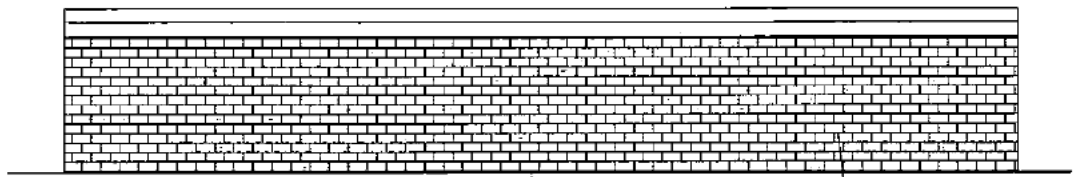
SHEET:
A1



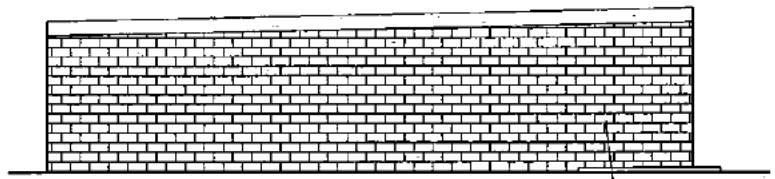
A/A2 EAST ELEVATON
SCALE: 1/4" = 1'-0"



B/A2 NORTH ELEVATON
SCALE: 1/4" = 1'-0"



C/A2 WEST ELEVATON
SCALE: 1/4" = 1'-0"



D/A2 SOUTH ELEVATON
SCALE: 1/4" = 1'-0"

Coast Architects, Inc.

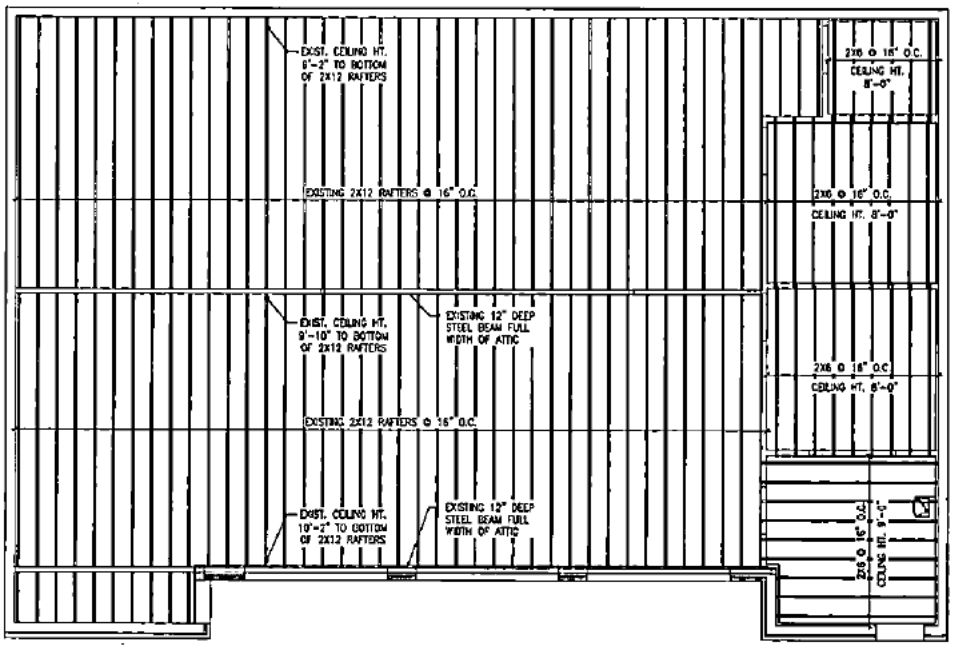
[redacted]

GARAGE RENOVATION
FOR
ROADLINE MOTORS
5101 MOFFET RD. MOBILE, AL

DATE: 12/1/25
DRAWN: JF
CHECKED: PNO
TITLE: Exterior Elevations

REVISIONS
NO. DATE

SHEET:
A2



A3 CEILING FRAMING PLAN
SCALE: 1/4" = 1'-0"

Coast Architects, Inc.

[redacted]

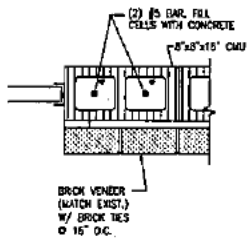
GARAGE RENOVATION
FOR
ROADLINE MOTORS
5101 MOFFET RD. MOBILE, AL

(STRUCTURAL ONLY)

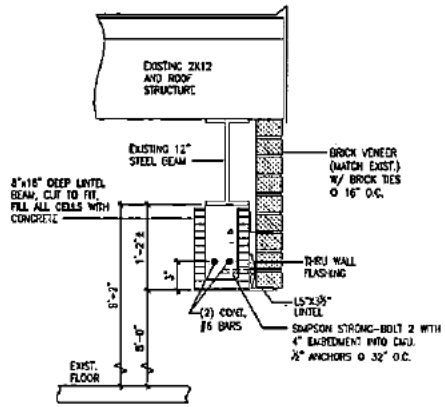
DATE: 12/1/25
DRAWN: JF
CHECKED: JK
TITLE: Ceiling Framing Plan

REVISION:
NO DATE:

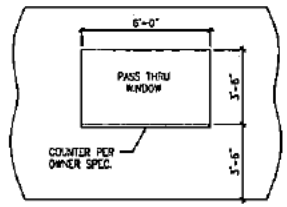
SHEET:
A3



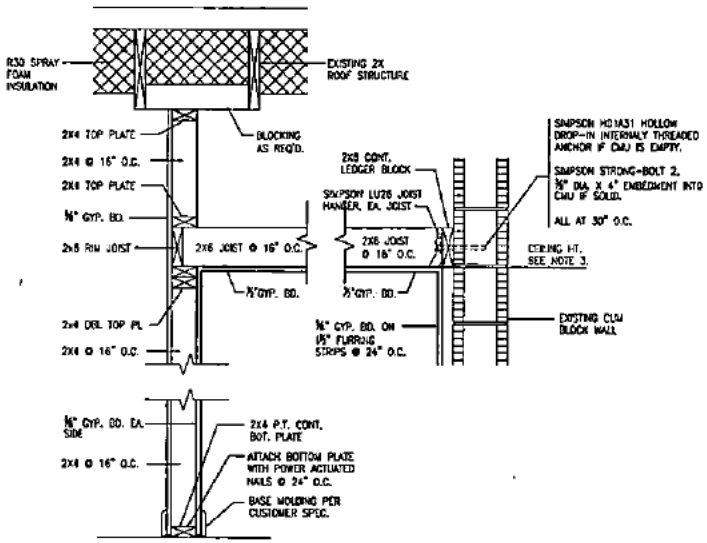
A/A4 TYP. GARAGE DOOR JAMB DETAIL
SCALE: 1 1/2" = 1'-0"



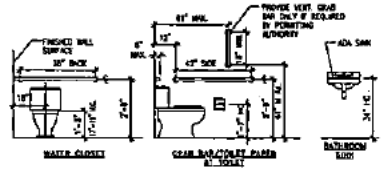
B/A4 TYP. GARAGE DOOR HEADER DETAIL
SCALE: 1 1/2" = 1'-0"



D/A4 PASS THRU WINDOW ELEVATION DETAIL
SCALE: 3/8" = 1'-0"



C/A4 TYP. INTERIOR WALL FRAMING DETAIL
SCALE: 1 1/2" = 1'-0"



NOTE:
PROVIDE BLOCK AS REQ'D.

E/A4 TYP. MOUNTING HEIGHTS AND CLEARANCES
SCALE: N.T.S.

RESTROOM SIGNAGE REQUIREMENTS:

SIGNAGE SHALL COMPLY W/ADA AND STATE HANDICAP REQUIREMENTS:

1. SIGNS SHALL INCLUDE THE FOLLOWING REQUIREMENTS.
   - A. RAISED AND BRAILLE CHARACTERS/PICTOGRAMS.
   - B. THE CHARACTERS AND BACKGROUND OF SIGNS SHALL BE EGGSHELL, MATTE OR OTHER NON-GLARE FINISH.
   - C. CHARACTERS AND SYMBOLS SHALL CONTRAST WITH THEIR BACKGROUND.
   - D. LETTERS AND NUMBERS ON SIGNS SHALL HAVE A WIDTH TO HEIGHT RATIO BETWEEN 3:5 AND 1:1 AND STROKE WIDTH TO HEIGHT RATIO BETWEEN 1:5 AND 1:10.
   - E. SIGNS SHALL BE INSTALLED ON THE WALL ADJACENT TO THE LATCH SIDE OF THE DOOR AND POSITIONED SUCH THAT A PERSON MAY STAND WITHIN 3'-0" OF THE DOOR AND NOT BE WITHIN THE SWING OF THE DOOR.
   - F. MOUNTING HEIGHT SHALL BE 60" ABOVE THE FINISHED FLOOR TO THE CENTER OF THE SIGN.
   - G. MINIMUM SIZE OF SIGNS SHALL BE 6"x6".
2. PROVIDE SIGNS AT THE RESTROOM ENTRANCES.

(STRUCTURAL ONLY)

Coast Architects, Inc.

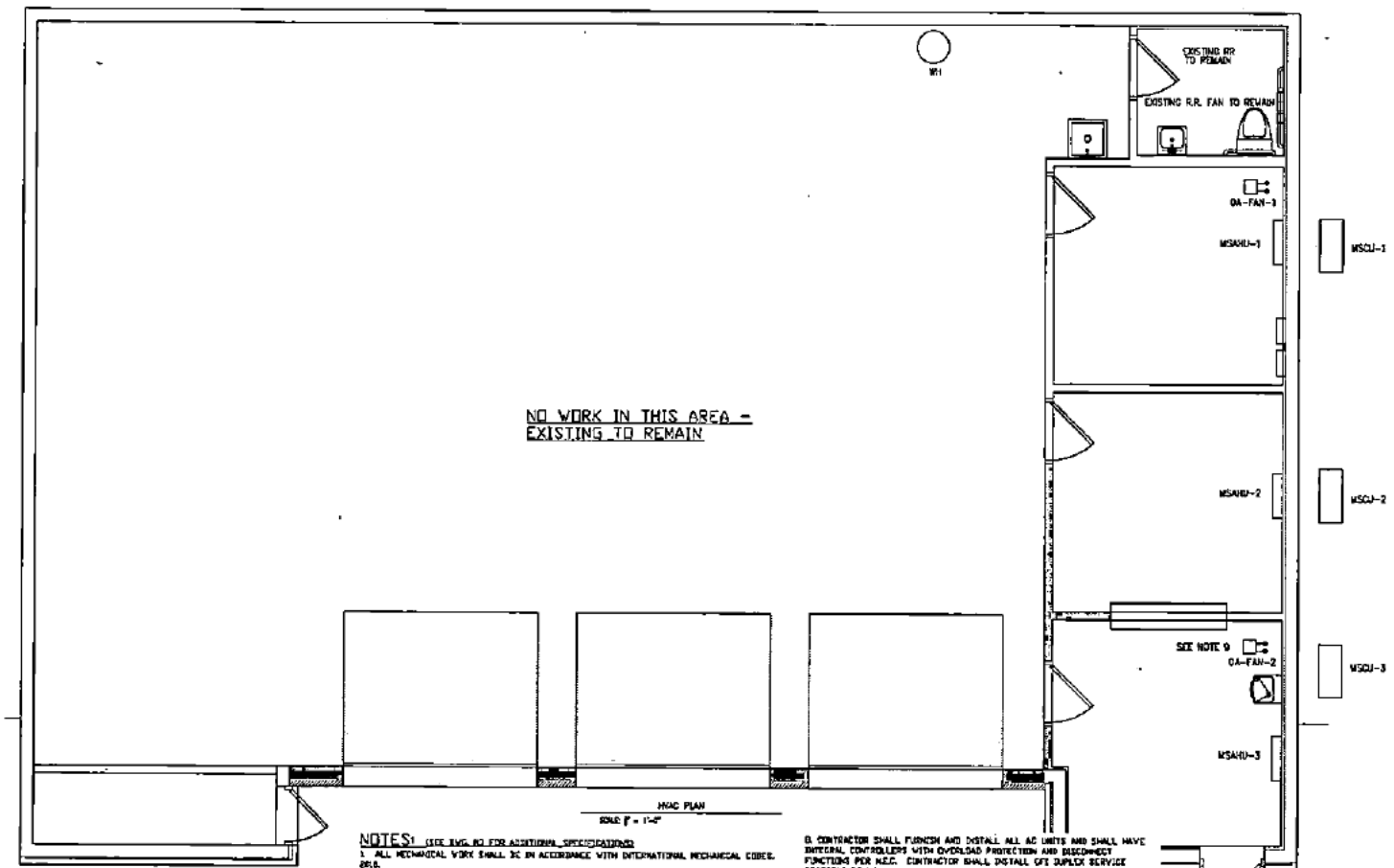
GARAGE RENOVATION FOR ROADLINE MOTORS

5101 MOFFET RD. MOBILE, AL

DATE: 12/1/25
DRAWN: JF
CHECKED: PNG / JK
TITLE: Sections and Details

REVISION:
NO DATE

SHEET:
A4



HVAC PLAN

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

NOTES: (SEE SHT. M2 FOR ADDITIONAL SPECIFICATIONS)

1. ALL MECHANICAL WORK SHALL BE IN ACCORDANCE WITH INTERNATIONAL MECHANICAL CODES, 2018.

2. AIR FLOW (SUPPLY & RETURN) ARE 1300 FPM & 800 FPM. FLOW RATE BASED ON 8 AIR CHANGES PER HOUR.

3. MAIN DUCTWORK TO BE GALVANIZED SHEET METAL PER SMACNA STANDARDS OR INSULATED DUCT BOARD TYPE. DUCT SIZES SHOWN ARE CLEAR INSIDE DIMENSIONS. ALL DUCTWORK SHALL BE ROUTED ABOVE SUSPENDED CEILING OR ABOVE ROOF JOIST OR AS SHOWN AND AS DIRECTED BY ARCHITECT

4. ALL DUCTWORK SHALL BE FABRICATED AND INSTALLED PER SMACNA STANDARDS. DUCTWORK SHALL INCLUDE BALANCING DAMPER AT EACH SUPPLY AND TURNING VANES AS SHOWN AND @ 90° TURNS.

5. OUTSIDE AIR INTAKE TO BE ADJUSTED AS REQUIRED BY IMC 2018 SEE TABLE M2 ON AHU UNITS SHALL HAVE MANUAL DAMPERS TO ADJUST OUTSIDE AIR INTAKE. OUTSIDE AIR INTAKE SHALL NOT BE LOCATED WITHIN TEN FEET OF EXHAUST FAN DISCHARGE OR PLUMBING VENT.

6. ALL CONTROL WIRING AND INTERFACES WITH ANCILLARY EQUIPMENT BY CONTRACTOR. AIR CONDITIONERS SHALL BE CONTROLLED USING A SEVEN DAY LOCKABLE PROGRAMMABLE THERMOSTAT CONTROLLER.

7. SEE TABLE DWG M2 FOR SYSTEM SCHEDULES. APPROVED MANUFACTURER'S ARE TRANE AND CARRIER. SUBMIT A VALUE ENGINEERED ANALYSIS FOR OTHERS MANUFACTURERS WITH BID FOR CONSIDERATION.

8. CONTRACTOR SHALL FURNISH AND INSTALL ALL AC UNITS AND SHALL HAVE INTERNAL CONTROLLERS WITH OVERLOAD PROTECTION AND DISCONNECT FUNCTIONS PER N.E.C. CONTRACTOR SHALL INSTALL GFI DUPLEX SERVICE RECEPTACLES NEAR PACKAGED UNIT. PROVIDE MOTOR STARTERS WITH OVERLOAD PROTECTION AND DISCONNECT FUNCTIONS FOR AIR HANDLERS.

9. PROVIDE GREENHECK SP-AP FANS IN ROOMS SHOWN OA-FAN. ROUTE TO ROOF OR SIDEWALL. PROVIDE GRAVITY BACKDRAFT DAMPER AND INSECT SCREEN RAIN CAPS. OA-FAN-1 SET AT 50 CFM. OA-FAN-2 SET AT 60 CFM. CONNECT EACH FAN TO LIGHT SWITCH IN ROOM. 208V/1 AMP

10. CONTRACTOR SHALL ROUTE CONDENSATE AND DRAIN LINES TO NEAREST HUB/FLOOR DRAIN, MOP SINK OR LANDSCAPED AREA. CONTRACTOR SHALL PROVIDE AND INSTALL A WATER GUARD PRIMARY DRAIN PAN WATER LEVEL MONITORING SYSTEM WITH VISUAL, LED ALARM IN LIEU OF AUXILIARY DRAIN PAN. CONTRACTOR SHALL SUPPLY CONDENSATE PUMP IF NO DIRECT CONDENSATE DRAIN PATH IS POSSIBLE.

11. PROVIDE LOCKING REFRIGERANT CAPS

12. PER 2018 IMC 304.10 EQUIPMENT AND APPLIANCES INSTALLED AT GRADE LEVEL SHALL BE SUPPORTED ON A LEVEL CONCRETE SLAB OR OTHER APPROVED MATERIAL EXTENDING NOT LESS THAN 3 INCHES (76 MM) ABOVE ADJOINING GRADE OR SHALL BE SUSPENDED NOT LESS THAN 6 INCHES (152 MM) ABOVE ADJOINING GRADE. SUCH SUPPORT SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS. PROVIDE BOLLARD PROTECTION IF AREA IS ABLE TO BE IMPACTED BY VEHICLES

Coast Architects, Inc.

[redacted]

GARAGE RENOVATION
FOR
ROADLINE MOTORS
5101 MOFFET RD. MOBILE, AL

ALABAMA LICENSED PROFESSIONAL ENGINEER

DATE: 11-8-25
DRAWN: MT
CHECKED: MT
TITLE: HVAC PLAN

REVISION:
NO. DATE

SHEET:
M1

ASHRAE 62.1

SYSTEM	FLOOR AREA (SQFT)	OCCUPANT LOAD PERSONS 5/1000ft^2	NUMBER OF PEOPLE*	OUTDOOR AIR RATE CFM PER PERSON	AREA OUTDOOR AIR RATE CFM PER SQ FT.	TOTAL REQUIRED OUTDOOR AIR RATE CFM.
MSAHU-1	153	5	1	5	.06	20
MSAHU-2	139	5	1	5	.06	20
MSAHU-3	127	5	4	5	.06	20

* – ACTUAL NUMBER OF PEOPLE ** – OA HANDLED VIA OA-FAN

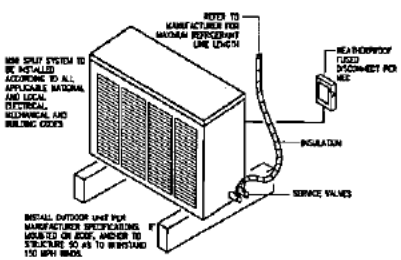
MINI SPLIT SYSTEM AIR CONDITIONING UNIT SCHEDULE

UNIT NUMBER	MANUFACTURER MODEL NUMBER	COOLING CAPACITY TOTAL (BTUH)	AIR QUANTITY CFM	ELECTRICAL DATA VOLTS	PHASE	HERTZ	ELECTRICAL CHARACTERISTICS* INDOOR UNIT MCA	OUTDOOR UNIT MCA	ELECTRIC HEAT KW
MSAHU-1	MITSUBISHI WALL MOUNT	12,000	400	240	1	50	1	25	0
MSAHU-2	MITSUBISHI WALL MOUNT	12,000	400	240	1	50	1	25	0
MSAHU-3	MITSUBISHI WALL MOUNT	12,000	400	240	1	60	1	25	0

*ONE POINT POWER SOURCE

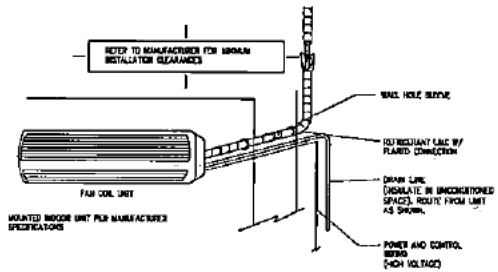
MINI SPLIT HEAT PUMP UNIT SCHEDULE

UNIT NUMBER	MANUFACTURER MODEL NUMBER	NOMINAL CAPACITY	ELECTRICAL DATA VOLTS	PHASE	HERTZ
MSCU-1	MITSUBISHI	1 TONS	240	1	60
MSCU-2	MITSUBISHI	1 TONS	240	1	60
MSCU-3	MITSUBISHI	1 TONS	240	1	60



MINI SPLIT CONDENSING UNIT DETAIL

NOT TO SCALE



INDOOR UNIT (MSAHU) DETAIL

NOT TO SCALE

Coast Architects, Inc.

[redacted]

GARAGE RENOVATION FOR ROADLINE MOTORS

5101 MOFFET RD. MOBILE, AL

DATE: 11-5-25
DRAWN: WT
CHECKED: WT
TITLE: HVAC DETAILS

REVISION:
NO. DATE:

SHEET:

M2

HEATING, VENTILATION, AND AIR CONDITIONING

SPECIFICATIONS

PART 1 GENERAL

1.1 SUMMARY

A. THE WORK INCLUDES BUT IS NOT LIMITED TO THE FURNISHING, INSTALLATION, AND TESTING OF THE MECHANICAL EQUIPMENT AND SYSTEMS AS SHOWN ON THE DRAWINGS AND AS SPECIFIED HEREIN.

B. THE WORK SHALL INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING:

1. FURNISHING AND INSTALLING ALL EQUIPMENT, DUCTWORK, PIPING, CONTROLS, ACCESSORIES, AND APPURTENANCES AS SHOWN ON THE DRAWINGS AND AS SPECIFIED HEREIN.
2. PROVIDING ALL NECESSARY SUPPORTS, HANGERS, AND SEISMIC BRACING FOR EQUIPMENT AND PIPING.
3. INSULATING DUCTWORK AND PIPING AS REQUIRED BY CODE AND THE CONTRACT DOCUMENTS.
4. TESTING, ADJUSTING, AND BALANCING THE COMPLETED SYSTEMS.
5. PROVIDING AS-BUILT DRAWINGS AND OPERATION AND MAINTENANCE MANUALS.

C. COORDINATE WORK WITH ARCHITECTURAL, STRUCTURAL, AND ELECTRICAL TRADES TO AVOID CONFLICTS.

1.2 REFERENCES

A. ALL EQUIPMENT AND MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF THE MECHANICAL CODE AND ALL OTHER APPLICABLE LOCAL CODES AND ORDINANCES.

B. WHERE REFERENCE IS MADE TO A STANDARD, IT SHALL BE THE LATEST EDITION OF THAT STANDARD IN EFFECT ON THE DATE OF THE CONTRACT.

1.3 SUBMITTALS

A. SHOP DRAWINGS: SUBMIT DETAILED SHOP DRAWINGS FOR ALL EQUIPMENT, DUCTWORK, AND PIPING SYSTEMS. INCLUDE DIMENSIONS, CAPACITIES, WEIGHTS, AND ELECTRICAL REQUIREMENTS.

B. PRODUCT DATA: SUBMIT MANUFACTURER'S CATALOG CUTS AND PERFORMANCE DATA FOR ALL EQUIPMENT AND MATERIALS.

C. OPERATION AND MAINTENANCE MANUALS: SUBMIT COMPLETE O&M MANUALS FOR ALL EQUIPMENT PRIOR TO FINAL ACCEPTANCE.

1.4 QUALITY ASSURANCE

A. THE CONTRACTOR SHALL BE A LICENSED MECHANICAL CONTRACTOR WITH A MINIMUM OF FIVE (5) YEARS OF EXPERIENCE IN SIMILAR WORK.

B. ALL WELDING SHALL BE PERFORMED BY CERTIFIED WELDERS IN ACCORDANCE WITH ASME SECTION IX.

C. ALL EQUIPMENT SHALL BEAR THE LABEL OF AN APPROVED TESTING AGENCY WHERE SUCH LABELING IS AVAILABLE FOR THE TYPE OF EQUIPMENT.

1.5 DELIVERY, STORAGE, AND HANDLING

A. PROTECT ALL EQUIPMENT AND MATERIALS FROM DIRT, WATER, AND DAMAGE DURING DELIVERY, STORAGE, AND INSTALLATION.

B. CAP OR PLUG ALL OPEN PIPING AND DUCTWORK DURING CONSTRUCTION.

1.6 WARRANTY

A. ALL EQUIPMENT AND MATERIALS SHALL BE GUARANTEED FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF SUBSTANTIAL COMPLETION, UNLESS OTHERWISE NOTED.

B. THE CONTRACTOR SHALL ALSO GUARANTEE THE WORK AGAINST DEFECTS IN MATERIAL AND WORKMANSHIP FOR ONE (1) YEAR FROM THE DATE OF SUBSTANTIAL COMPLETION.

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. REFER TO THE EQUIPMENT SCHEDULES ON THE DRAWINGS FOR SPECIFIC MANUFACTURER'S AND MODEL NUMBERS.

B. SUBSTITUTIONS WILL BE CONSIDERED ONLY IF SUBMITTED IN ACCORDANCE WITH THE GENERAL REQUIREMENTS AND ARE ACCOMPANIED BY COMPLETE TECHNICAL DATA AND A DETAILED COMPARISON WITH THE SPECIFIED EQUIPMENT.

2.2 SHEET METAL DUCTWORK

A. DUCTWORK SHALL BE FABRICATED FROM GALVANIZED SHEET METAL IN ACCORDANCE WITH THE LATEST EDITION OF SMACNA'S HVAC DUCT CONSTRUCTION STANDARDS.

B. DUCTWORK SHALL BE CONSTRUCTED OF THE FOLLOWING MINIMUM GAUGES:

DUCT DIMENSION	GAUGE
UP TO 12"	26 GA
13" TO 30"	24 GA
31" TO 60"	22 GA
OVER 60"	20 GA

C. ALL RECTANGULAR DUCTWORK SHALL BE CONSTRUCTED WITH TRANSVERSE JOINTS AND REINFORCEMENT AS REQUIRED BY SMACNA STANDARDS FOR THE PRESSURE CLASS INDICATED.

D. ROUND DUCTWORK SHALL BE CONSTRUCTED WITH SPIRAL SEAM PIPE AND SHALL BE SUPPORTED AT INTERVALS NOT EXCEEDING 10 FEET.

E. DUCT MATERIAL MAY BE INSULATED DUCT BOARD TYPE OR SHEET METAL TYPE.

2.3 DUCTWORK ACCESSORIES

A. VOLUME DAMPERS: PROVIDE OPPOSED BLADE DAMPERS IN ALL BRANCH DUCTS AND AT EACH SUPPLY AIR OUTLET FOR BALANCING. DAMPERS SHALL BE CONSTRUCTED OF THE SAME GAUGE AS THE DUCTWORK IN WHICH THEY ARE INSTALLED.

B. FIRE DAMPERS: WHERE DUCTWORK PENETRATES FIRE-RATED WALLS OR FLOORS, PROVIDE FIRE DAMPERS WITH A RATING EQUAL TO THE RATING OF THE PENETRATED ASSEMBLY. DAMPERS SHALL BE INSTALLED IN ACCORDANCE WITH THEIR LISTING AND THE MANUFACTURER'S INSTRUCTIONS.

C. FLEXIBLE CONNECTIONS: USE FLEXIBLE CONNECTIONS AT ALL EQUIPMENT CONNECTIONS TO PREVENT THE TRANSMISSION OF VIBRATION. CONNECTIONS SHALL BE MADE WITH A NON-COMBUSTIBLE, WATERPROOF MATERIAL.

D. ACCESS DOORS: PROVIDE ACCESS DOORS IN DUCTWORK AT ALL FIRE DAMPERS, CONTROL DEVICES, AND OTHER LOCATIONS REQUIRING INSPECTION OR MAINTENANCE. DOORS SHALL BE AIRTIGHT AND SHALL BE SIZED APPROPRIATELY FOR THE ACCESS REQUIRED.

2.4 DIFFUSERS, REGISTERS, AND GRILLES

A. SUPPLY DIFFUSERS: CEILING DIFFUSERS SHALL BE SQUARE OR ROUND CONE TYPE WITH ADJUSTABLE PATTERN VANES. THE NECK SIZE AND NUMBER OF CONES SHALL BE AS INDICATED ON THE DRAWINGS.

B. RETURN AND EXHAUST GRILLES: RETURN AND EXHAUST GRILLES SHALL BE EITHER FIXED-LOUVER OR EGG-CRATE TYPE AS INDICATED. FRAMES SHALL BE SUITABLE FOR THE MOUNTING CONDITION.

C. ALL DIFFUSERS, REGISTERS, AND GRILLES SHALL BE FURNISHED WITH MOUNTING FRAMES AND SHALL BE FINISHED IN WHITE BAKED ENAMEL UNLESS OTHERWISE NOTED.

2.5 AIR-HANDLING UNITS

A. GENERAL: AIR-HANDLING UNITS SHALL BE FACTORY-ASSEMBLED, PANEL-TYPE UNITS WITH A WELDED STEEL FRAME AND REMOVABLE ACCESS PANELS.

B. CASING: DOUBLE-WALL CONSTRUCTION WITH 1" THICK, 1.5 LB/CU FT DENSITY INSULATION BETWEEN THE INNER AND OUTER PANELS. CASING SHALL BE AIRTIGHT AT A PRESSURE OF 1.5 TIMES THE DESIGN PRESSURE.

C. COOLING COIL: COPPER TUBE, ALUMINUM FIN COIL WITH A MAXIMUM FACE VELOCITY OF 500 FPM. COIL SHALL BE RATED AND CERTIFIED IN ACCORDANCE WITH AHRI STANDARD 410.

D. HEATING COIL: [HOT WATER / ELECTRIC / DIRECT-FIRED GAS] COIL AS INDICATED ON THE DRAWINGS. COIL SHALL BE RATED AND CERTIFIED IN ACCORDANCE WITH AHRI STANDARD 410.

E. FAN: [BELT-DRIVE / DIRECT-DRIVE] [FORWARD-CURVED / AIRFOIL / PLENUM] FAN AS INDICATED ON THE DRAWINGS. FAN SHALL BE DYNAMICALLY BALANCED AT THE FACTORY.

F. MOTOR: [ODP / TEFC] MOTOR, [NEMA PREMIUM EFFICIENCY / ECM], [1 / 3] PHASE, [60] HZ, [208 / 230 / 460] V. MOTOR SHALL BE SIZED FOR NON-OVERLOADING OPERATION ACROSS THE ENTIRE FAN CURVE.

G. FILTER SECTION: [2"] [4"] PLEATED FILTER RACK WITH [MERV 8 / MERV 13] FILTERS. PROVIDE MAGNEHELIC GAUGE ACROSS FILTER BANK.

H. CONTROLS: [PROVIDE / BY OTHERS] UNIT-MOUNTED CONTROL PANEL WITH DISCONNECT SWITCH, [VFD / MANUAL] SPEED CONTROL, AND [SINGLE-ZONE / MULTI-ZONE] THERMOSTAT.

2.6 FANS

A. ALL EXHAUST FANS SHALL BE [CENTRIFUGAL ROOF VENTILATOR / IN-LINE CENTRIFUGAL / AXIAL / PROPELLER] TYPE AS INDICATED ON THE DRAWINGS.

B. FAN HOUSING: [ALUMINUM / GALVANIZED STEEL / PLASTIC] CONSTRUCTION WITH [BIRDSCREEN / BACKDRAFT DAMPER / WALL CAP].

C. MOTOR: [PERMANENT SPLIT CAPACITOR / ECM], [1 / 3] PHASE, [60] HZ, [115 / 208 / 230] V. MOTOR SHALL BE [ODP / TEFC] AND SIZED FOR NON-OVERLOADING OPERATION.

D. CONTROLS: [WALL SWITCH / THERMOSTAT / INTERLOCK WITH LIGHTING SYSTEM / TIMER]. [PROVIDE / BY OTHERS].

E. [SPEED CONTROLLER / VARIABLE FREQUENCY DRIVE] AS INDICATED ON THE DRAWINGS.

2.7 REFRIGERANT PIPING

A. REFRIGERANT PIPE SHALL BE [TYPE ACR COPPER / STEEL] WITH [BRAZED / SOLDER / FLARE] FITTINGS. PIPE SIZES SHALL BE AS INDICATED ON THE DRAWINGS OR AS RECOMMENDED BY THE EQUIPMENT MANUFACTURER.

B. REFRIGERANT SHALL BE [R-410A / R-454B / R-32] AS SPECIFIED ON THE EQUIPMENT SCHEDULE.

C. PIPE INSULATION: [3/4"] [1"] CLOSED-CELL FLEXIBLE ELASTOMERIC INSULATION WITH VAPOR BARRIER JACKET. ALL JOINTS AND SEAMS SHALL BE SEALED.

D. REFRIGERANT SPECIALTIES: PROVIDE [SIGHT GLASS / MOISTURE INDICATOR], [THERMOSTATIC / ELECTRONIC] EXPANSION VALVE, AND [SOLENOID / ACCESS] VALVES AS SHOWN ON THE DRAWINGS.

E. EVACUATION AND CHARGING: EVACUATE THE SYSTEM TO 500 MICRONS OR LESS BEFORE CHARGING. CHARGE WITH THE QUANTITY OF REFRIGERANT SPECIFIED BY THE EQUIPMENT MANUFACTURER, ADJUSTED FOR THE ACTUAL PIPE LENGTH.

2.8 CONDENSATE DRAINAGE

A. EACH COOLING COIL SHALL BE PROVIDED WITH A DRAIN PAN AND A TRAP. THE TRAP SHALL BE DEEP ENOUGH TO PREVENT DRAIN PAN FLOODING UNDER THE MAXIMUM NEGATIVE STATIC PRESSURE OF THE SYSTEM.

B. CONDENSATE PIPING SHALL BE [PVC / COPPER] AND SHALL BE SLOPED AT A MINIMUM OF 1/4" PER FOOT TOWARD THE DISCHARGE POINT.

C. PROVIDE A CLEANOUT AT EACH TRAP AND AT EACH CHANGE IN DIRECTION OF THE CONDENSATE PIPING.

D. CONDENSATE PUMP: WHERE GRAVITY DRAINAGE IS NOT POSSIBLE, PROVIDE A CONDENSATE PUMP WITH A RESERVOIR AND HIGH-WATER SHUTOFF SWITCH.

2.9 DUCTLESS MINI-SPLIT SYSTEMS

A. INDOOR UNIT: [WALL-MOUNTED / CEILING-CASSETTE / FLOOR-MOUNTED / CONCEALED DUCT] UNIT WITH INTEGRAL CONTROLS AND [WIRELESS / WIRED] REMOTE CONTROL.

B. OUTDOOR UNIT: [INVERTER-DRIVE] CONDENSING UNIT WITH [SEER2 / EER2] RATING AS INDICATED ON THE DRAWINGS.

C. REFRIGERANT PIPING: [PRE-CHARGED / FIELD-CHARGED] LINE SET WITH [FLARE / BRAZED] CONNECTIONS AND INSULATION AS SPECIFIED.

D. CONTROLS: [WIRELESS / WIRED] REMOTE CONTROL WITH [ON/OFF / TEMPERATURE / MODE / FAN SPEED] FUNCTIONS.

2.10 PACKAGED ROOFTOP UNITS

A. GENERAL: FACTORY-ASSEMBLED, SELF-CONTAINED ROOFTOP UNIT WITH [GAS / ELECTRIC] HEATING, DX COOLING, AND INTEGRAL CONTROLS.

B. CASING: [GALVANIZED / PAINTED] STEEL CONSTRUCTION WITH [1"] INSULATION. UNIT SHALL BE SUITABLE FOR [OUTDOOR / CURB] MOUNTING.

C. COOLING: [ALUMINUM / COPPER] FIN COIL WITH [ROW] ROWS. [ECONOMIZER / POWER EXHAUST] OPTION SHALL BE [INCLUDED / NOT INCLUDED].

D. HEATING: [GAS FURNACE / ELECTRIC] HEATING SECTION WITH [STAGES] CAPACITY. [GAS FURNACE] SHALL BE [NATURAL / PROPANE] GAS.

E. FAN: [BELT / DIRECT]-DRIVE [SUPPLY / RETURN] FAN WITH [VFD / MANUAL] SPEED CONTROL.

F. CONTROLS: [THERMOSTAT / BMS INTERFACE] WITH [ECONOMIZER / DEMAND-CONTROLLED VENTILATION / SMOKE DETECTOR] OPTIONS AS INDICATED.

2.11 AIR TERMINAL UNITS

A. VAV BOXES: [PRESSURE-INDEPENDENT / PRESSURE-DEPENDENT] VAV BOXES WITH [DDC / PNEUMATIC] CONTROLS. MINIMUM AND MAXIMUM AIRFLOW SETPOINTS AS INDICATED ON THE DRAWINGS.

B. REHEAT COIL: [HOT WATER / ELECTRIC] REHEAT COIL WITH [CAPACITY] AT [AIRFLOW] CFM AND [ENTERING / LEAVING] AIR TEMPERATURE.

C. CASING: [GALVANIZED / PAINTED] STEEL WITH [1"] INSULATION. ACCESS DOOR FOR [INTERNAL / EXTERNAL] INSPECTION.

D. CONTROLS: [PROVIDE / BY OTHERS] [DDC / PNEUMATIC] CONTROLS WITH [WALL-MOUNTED / REMOTE] SENSOR.

2.12 DUCTLESS MINI-SPLIT SYSTEMS

A. INDOOR UNIT: [WALL-MOUNTED / CEILING-CASSETTE / FLOOR-MOUNTED / CONCEALED DUCT] UNIT WITH INTEGRAL CONTROLS AND [WIRELESS / WIRED] REMOTE CONTROL.

B. OUTDOOR UNIT: [INVERTER-DRIVE] CONDENSING UNIT WITH [SEER2 / EER2] RATING AS INDICATED ON THE DRAWINGS.

C. REFRIGERANT PIPING: [PRE-CHARGED / FIELD-CHARGED] LINE SET WITH [FLARE / BRAZED] CONNECTIONS AND INSULATION AS SPECIFIED.

D. CONTROLS: [WIRELESS / WIRED] REMOTE CONTROL WITH [ON/OFF / TEMPERATURE / MODE / FAN SPEED] FUNCTIONS.

2.13 SEISMIC RESTRAINTS

A. ALL EQUIPMENT AND PIPING SHALL BE RESTRAINED FOR THE SEISMIC FORCES REQUIRED BY THE APPLICABLE BUILDING CODE.

B. PROVIDE SEISMIC RESTRAINT DETAILS AND CALCULATIONS STAMPED BY A REGISTERED PROFESSIONAL ENGINEER.

C. RESTRAINT METHODS SHALL INCLUDE [CABLE BRACING / RIGID STRUT BRACING / SEISMIC SNUBBERS] AS APPROPRIATE FOR EACH APPLICATION.

2.14 PIPING SYSTEMS

A. CHILLED WATER PIPING: [TYPE L COPPER / SCHEDULE 40 BLACK STEEL] WITH [WELDED / SOLDER / GROOVED] JOINTS. PIPE SIZES AS INDICATED ON THE DRAWINGS.

B. HOT WATER PIPING: [TYPE L COPPER / SCHEDULE 40 BLACK STEEL] WITH [WELDED / SOLDER / GROOVED] JOINTS. PIPE SIZES AS INDICATED ON THE DRAWINGS.

C. CONDENSATE DRAIN PIPING: [TYPE M COPPER / SCHEDULE 40 PVC] WITH [SOLVENT-WELDED / THREADED] JOINTS. PIPE SIZES AS INDICATED ON THE DRAWINGS.

D. REFRIGERANT PIPING: [ACR COPPER / SCHEDULE 40 BLACK STEEL] WITH [BRAZED / SOLDER / FLARE] FITTINGS. PIPE SIZES AS INDICATED ON THE DRAWINGS.

2.15 VALVES

A. GATE VALVES: [BRONZE / IRON] BODY, [SOLID WEDGE / FLEXIBLE WEDGE] DISC, [RISING / NON-RISING] STEM, [SOLDER / THREADED / FLANGED] ENDS. [125 / 250] CWP RATING.

B. GLOBE VALVES: [BRONZE / IRON] BODY, [PLUG / DISC] DISC, [RISING / NON-RISING] STEM, [SOLDER / THREADED / FLANGED] ENDS. [125 / 250] CWP RATING.

C. BALL VALVES: [BRONZE / IRON] BODY, [FULL / REDUCED] PORT, [SOLDER / THREADED / FLANGED] ENDS. [125 / 250] CWP RATING.

D. BUTTERFLY VALVES: [CAST IRON / DUCTILE IRON] BODY, [ALUMINUM BRONZE / STAINLESS STEEL] DISC, [EPDM / BUNA-N] SEAT, [LUG / WAFER] STYLE. [150 / 200] PSI RATING.

E. CHECK VALVES: [BRONZE / IRON] BODY, [SWING / LIFT / SPRING-ASSISTED] TYPE, [SOLDER / THREADED / FLANGED] ENDS. [125 / 250] CWP RATING.

F. BALANCING VALVES: [BRONZE / IRON] BODY, [MANUAL / AUTOMATIC] TYPE, [SOLDER / THREADED / FLANGED] ENDS. [125 / 250] CWP RATING. PROVIDE WITH [READOUT / PRESSURE TAPPINGS].

2.16 PIPE SUPPORTS

A. HANGERS: [ADJUSTABLE STEEL / CLEVIS / TRAPEZE] HANGERS WITH [COPPER-PLATED / PLASTIC-COATED] FINISH. SPACING PER MANUFACTURER'S RECOMMENDATIONS AND APPLICABLE CODES.

B. SUPPORTS: [CONCRETE INSERTS / BEAM CLAMPS / STRUCTURAL STEEL] AS APPROPRIATE FOR THE BUILDING CONSTRUCTION. SUPPORTS SHALL BE SPACED TO PREVENT SAGGING AND EXCESSIVE MOVEMENT.

C. SEISMIC BRACING: PROVIDE SEISMIC RESTRAINTS FOR ALL PIPING 2-1/2" AND LARGER IN ACCORDANCE WITH SMACNA SEISMIC RESTRAINT MANUAL.

2.17 INSULATION

A. PIPE INSULATION: [FIBERGLASS / MINERAL WOOL / FLEXIBLE ELASTOMERIC] INSULATION WITH [ASJ / FOIL-SCRIM-KRAFT (FSK) / PVC] JACKET. THICKNESS PER THE TABLE BELOW.

PIPE SIZE	HOT WATER	CHILLED WATER / CONDENSATE
1" AND SMALLER	1"	1"
1-1/4" TO 2"	1-1/2"	1"
2-1/2" TO 4"	1-1/2"	1-1/2"
5" AND LARGER	2"	1-1/2"

B. DUCT INSULATION: [FIBERGLASS / MINERAL WOOL] BOARD OR BLANKET WITH [FSK / PVC] JACKET. [1-1/2" / 2"] THICKNESS. [K-13 / K-17] MINIMUM.

C. EQUIPMENT INSULATION: [FIBERGLASS / MINERAL WOOL] INSULATION WITH [FSK / PVC] JACKET. [1-1/2" / 2"] THICKNESS.

2.18 ELECTRICAL

A. ALL EQUIPMENT SHALL BE FURNISHED WITH [115V / 208V / 230V / 460V], [1 / 3] PHASE, [60] HZ POWER UNLESS OTHERWISE NOTED.

B. MOTORS: [1 / 1.5] HP AND SMALLER SHALL BE [115V / 208V / 230V] SINGLE-PHASE. [2 HP AND LARGER] SHALL BE [208V / 230V / 460V] THREE-PHASE.

C. DISCONNECTS: [PROVIDE / BY OTHERS] DISCONNECT SWITCHES FOR ALL EQUIPMENT AS REQUIRED BY CODE.

D. CONTROL WIRING: [PROVIDE / BY OTHERS] ALL CONTROL WIRING AND CONDUIT AS REQUIRED FOR A COMPLETE AND FUNCTIONAL SYSTEM.

2.19 ACCESSORIES

A. THERMOSTATS: [LINE-VOLTAGE / LOW-VOLTAGE / WIRELESS] THERMOSTATS WITH [MANUAL / PROGRAMMABLE / SMART] FUNCTIONALITY AS INDICATED ON THE DRAWINGS.

B. SENSORS: [OUTDOOR AIR / SPACE / DUCT] SENSORS AS REQUIRED FOR THE CONTROL SEQUENCE.

C. [DISCONNECT SWITCHES / CIRCUIT BREAKERS] AS INDICATED ON THE ELECTRICAL DRAWINGS.

D. [MOTOR STARTERS / VFDS] AS REQUIRED FOR EQUIPMENT OPERATION.

2.20 ROOFTOP UNITS

A. [PACKAGED / SPLIT-SYSTEM] ROOFTOP UNIT WITH [GAS / ELECTRIC] HEATING AND [DX] COOLING.

B. [CURB / PAD] MOUNTED. [CURB SHALL BE INCLUDED / CURB BY OTHERS].

C. [CONSTANT VOLUME / VARIABLE AIR VOLUME] SUPPLY AIR SYSTEM.

D. [ECONOMIZER / POWER EXHAUST] OPTION SHALL BE [INCLUDED / NOT INCLUDED].

2.21 AIR TERMINAL UNITS

A. [VAV / CONSTANT VOLUME] TERMINAL UNITS WITH [DDC / PNEUMATIC] CONTROLS.

B. [HOT WATER / ELECTRIC] REHEAT COIL WITH [CAPACITY] AT [AIRFLOW] CFM AND [ENTERING / LEAVING] AIR TEMPERATURE.

C. [SINGLE-DUCT / FAN-POWERED] CONFIGURATION AS INDICATED ON THE DRAWINGS.

2.22 DUCTLESS MINI-SPLIT SYSTEMS

A. [WALL-MOUNTED / CEILING-CASSETTE / FLOOR-MOUNTED / CONCEALED DUCT] INDOOR UNIT WITH [WIRELESS / WIRED] REMOTE CONTROL.

B. [INVERTER-DRIVE] OUTDOOR CONDENSING UNIT WITH [SEER2 / EER2] RATING AS INDICATED ON THE DRAWINGS.

C. REFRIGERANT PIPING: [PRE-CHARGED / FIELD-CHARGED] LINE SET WITH [FLARE / BRAZED] CONNECTIONS AND INSULATION AS SPECIFIED.

2.23 SEISMIC RESTRAINTS

A. ALL EQUIPMENT AND PIPING SHALL BE RESTRAINED FOR THE SEISMIC FORCES REQUIRED BY THE APPLICABLE BUILDING CODE.

B. PROVIDE SEISMIC RESTRAINT DETAILS AND CALCULATIONS STAMPED BY A REGISTERED PROFESSIONAL ENGINEER.

C. RESTRAINT METHODS SHALL INCLUDE [CABLE BRACING / RIGID STRUT BRACING / SEISMIC SNUBBERS] AS APPROPRIATE FOR EACH APPLICATION.

2.24 PIPING SYSTEMS

A. CHILLED WATER PIPING: [TYPE L COPPER / SCHEDULE 40 BLACK STEEL] WITH [WELDED / SOLDER / GROOVED] JOINTS. PIPE SIZES AS INDICATED ON THE DRAWINGS.

B. HOT WATER PIPING: [TYPE L COPPER / SCHEDULE 40 BLACK STEEL] WITH [WELDED / SOLDER / GROOVED] JOINTS. PIPE SIZES AS INDICATED ON THE DRAWINGS.

C. CONDENSATE DRAIN PIPING: [TYPE M COPPER / SCHEDULE 40 PVC] WITH [SOLVENT-WELDED / THREADED] JOINTS. PIPE SIZES AS INDICATED ON THE DRAWINGS.

D. REFRIGERANT PIPING: [ACR COPPER / SCHEDULE 40 BLACK STEEL] WITH [BRAZED / SOLDER / FLARE] FITTINGS. PIPE SIZES AS INDICATED ON THE DRAWINGS.

2.25 VALVES

A. GATE VALVES: [BRONZE / IRON] BODY, [SOLID WEDGE / FLEXIBLE WEDGE] DISC, [RISING / NON-RISING] STEM, [SOLDER / THREADED / FLANGED] ENDS. [125 / 250] CWP RATING.

B. GLOBE VALVES: [BRONZE / IRON] BODY, [PLUG / DISC] DISC, [RISING / NON-RISING] STEM, [SOLDER / THREADED / FLANGED] ENDS. [125 / 250] CWP RATING.

C. BALL VALVES: [BRONZE / IRON] BODY, [FULL / REDUCED] PORT, [SOLDER / THREADED / FLANGED] ENDS. [125 / 250] CWP RATING.

D. BUTTERFLY VALVES: [CAST IRON / DUCTILE IRON] BODY, [ALUMINUM BRONZE / STAINLESS STEEL] DISC, [EPDM / BUNA-N] SEAT, [LUG / WAFER] STYLE. [150 / 200] PSI RATING.

E. CHECK VALVES: [BRONZE / IRON] BODY, [SWING / LIFT / SPRING-ASSISTED] TYPE, [SOLDER / THREADED / FLANGED] ENDS. [125 / 250] CWP RATING.

F. BALANCING VALVES: [BRONZE / IRON] BODY, [MANUAL / AUTOMATIC] TYPE, [SOLDER / THREADED / FLANGED] ENDS. [125 / 250] CWP RATING. PROVIDE WITH [READOUT / PRESSURE TAPPINGS].

2.26 PIPE SUPPORTS

A. HANGERS: [ADJUSTABLE STEEL / CLEVIS / TRAPEZE] HANGERS WITH [COPPER-PLATED / PLASTIC-COATED] FINISH. SPACING PER MANUFACTURER'S RECOMMENDATIONS AND APPLICABLE CODES.

B. SUPPORTS: [CONCRETE INSERTS / BEAM CLAMPS / STRUCTURAL STEEL] AS APPROPRIATE FOR THE BUILDING CONSTRUCTION. SUPPORTS SHALL BE SPACED TO PREVENT SAGGING AND EXCESSIVE MOVEMENT.

C. SEISMIC BRACING: PROVIDE SEISMIC RESTRAINTS FOR ALL PIPING 2-1/2" AND LARGER IN ACCORDANCE WITH SMACNA SEISMIC RESTRAINT MANUAL.

2.27 INSULATION

A. PIPE INSULATION: [FIBERGLASS / MINERAL WOOL / FLEXIBLE ELASTOMERIC] INSULATION WITH [ASJ / FOIL-SCRIM-KRAFT (FSK) / PVC] JACKET. THICKNESS PER THE TABLE BELOW.

PIPE SIZE	HOT WATER	CHILLED WATER / CONDENSATE
1" AND SMALLER	1"	1"
1-1/4" TO 2"	1-1/2"	1"
2-1/2" TO 4"	1-1/2"	1-1/2"
5" AND LARGER	2"	1-1/2"

B. DUCT INSULATION: [FIBERGLASS / MINERAL WOOL] BOARD OR BLANKET WITH [FSK / PVC] JACKET. [1-1/2" / 2"] THICKNESS. [K-13 / K-17] MINIMUM.

C. EQUIPMENT INSULATION: [FIBERGLASS / MINERAL WOOL] INSULATION WITH [FSK / PVC] JACKET. [1-1/2" / 2"] THICKNESS.

2.28 ELECTRICAL

A. ALL EQUIPMENT SHALL BE FURNISHED WITH [115V / 208V / 230V / 460V], [1 / 3] PHASE, [60] HZ POWER UNLESS OTHERWISE NOTED.

B. MOTORS: [1 / 1.5] HP AND SMALLER SHALL BE [115V / 208V / 230V] SINGLE-PHASE. [2 HP AND LARGER] SHALL BE [208V / 230V / 460V] THREE-PHASE.

C. DISCONNECTS: [PROVIDE / BY OTHERS] DISCONNECT SWITCHES FOR ALL EQUIPMENT AS REQUIRED BY CODE.

D. CONTROL WIRING: [PROVIDE / BY OTHERS] ALL CONTROL WIRING AND CONDUIT AS REQUIRED FOR A COMPLETE AND FUNCTIONAL SYSTEM.

2.29 ACCESSORIES

A. THERMOSTATS: [LINE-VOLTAGE / LOW-VOLTAGE / WIRELESS] THERMOSTATS WITH [MANUAL / PROGRAMMABLE / SMART] FUNCTIONALITY AS INDICATED ON THE DRAWINGS.

B. SENSORS: [OUTDOOR AIR / SPACE / DUCT] SENSORS AS REQUIRED FOR THE CONTROL SEQUENCE.

C. [DISCONNECT SWITCHES / CIRCUIT BREAKERS] AS INDICATED ON THE ELECTRICAL DRAWINGS.

D. [MOTOR STARTERS / VFDS] AS REQUIRED FOR EQUIPMENT OPERATION.

2.30 ROOFTOP UNITS

A. [PACKAGED / SPLIT-SYSTEM] ROOFTOP UNIT WITH [GAS / ELECTRIC] HEATING AND [DX] COOLING.

B. [CURB / PAD] MOUNTED. [CURB SHALL BE INCLUDED / CURB BY OTHERS].

C. [CONSTANT VOLUME / VARIABLE AIR VOLUME] SUPPLY AIR SYSTEM.

D. [ECONOMIZER / POWER EXHAUST] OPTION SHALL BE [INCLUDED / NOT INCLUDED].

2.31 AIR TERMINAL UNITS

A. [VAV / CONSTANT VOLUME] TERMINAL UNITS WITH [DDC / PNEUMATIC] CONTROLS.

B. [HOT WATER / ELECTRIC] REHEAT COIL WITH [CAPACITY] AT [AIRFLOW] CFM AND [ENTERING / LEAVING] AIR TEMPERATURE.

C. [SINGLE-DUCT / FAN-POWERED] CONFIGURATION AS INDICATED ON THE DRAWINGS.

2.32 DUCTLESS MINI-SPLIT SYSTEMS

A. [WALL-MOUNTED / CEILING-CASSETTE / FLOOR-MOUNTED / CONCEALED DUCT] INDOOR UNIT WITH [WIRELESS / WIRED] REMOTE CONTROL.

B. [INVERTER-DRIVE] OUTDOOR CONDENSING UNIT WITH [SEER2 / EER2] RATING AS INDICATED ON THE DRAWINGS.

C. REFRIGERANT PIPING: [PRE-CHARGED / FIELD-CHARGED] LINE SET WITH [FLARE / BRAZED] CONNECTIONS AND INSULATION AS SPECIFIED.

D. CONTROLS: [WIRELESS / WIRED] REMOTE CONTROL WITH [ON/OFF / TEMPERATURE / MODE / FAN SPEED] FUNCTIONS.

2.33 SEISMIC RESTRAINTS

A. ALL EQUIPMENT AND PIPING SHALL BE RESTRAINED FOR THE SEISMIC FORCES REQUIRED BY THE APPLICABLE BUILDING CODE.

B. PROVIDE SEISMIC RESTRAINT DETAILS AND CALCULATIONS STAMPED BY A REGISTERED PROFESSIONAL ENGINEER.

C. RESTRAINT METHODS SHALL INCLUDE [CABLE BRACING / RIGID STRUT BRACING / SEISMIC SNUBBERS] AS APPROPRIATE FOR EACH APPLICATION.

2.34 PIPING SYSTEMS

A. CHILLED WATER PIPING: [TYPE L COPPER / SCHEDULE 40 BLACK STEEL] WITH [WELDED / SOLDER / GROOVED] JOINTS. PIPE SIZES AS INDICATED ON THE DRAWINGS.

B. HOT WATER PIPING: [TYPE L COPPER / SCHEDULE 40 BLACK STEEL] WITH [WELDED / SOLDER / GROOVED] JOINTS. PIPE SIZES AS INDICATED ON THE DRAWINGS.

C. CONDENSATE DRAIN PIPING: [TYPE M COPPER / SCHEDULE 40 PVC] WITH [SOLVENT-WELDED / THREADED] JOINTS. PIPE SIZES AS INDICATED ON THE DRAWINGS.

D. REFRIGERANT PIPING: [ACR COPPER / SCHEDULE 40 BLACK STEEL] WITH [BRAZED / SOLDER / FLARE] FITTINGS. PIPE SIZES AS INDICATED ON THE DRAWINGS.

2.35 VALVES

A. GATE VALVES: [BRONZE / IRON] BODY, [SOLID WEDGE / FLEXIBLE WEDGE] DISC, [RISING / NON-RISING] STEM, [SOLDER / THREADED / FLANGED] ENDS. [125 / 250] CWP RATING.

B. GLOBE VALVES: [BRONZE / IRON] BODY, [PLUG / DISC] DISC, [RISING / NON-RISING] STEM, [SOLDER / THREADED / FLANGED] ENDS. [125 / 250] CWP RATING.

C. BALL VALVES: [BRONZE / IRON] BODY, [FULL / REDUCED] PORT, [SOLDER / THREADED / FLANGED] ENDS. [125 / 250] CWP RATING.

D. BUTTERFLY VALVES: [CAST IRON / DUCTILE IRON] BODY, [ALUMINUM BRONZE / STAINLESS STEEL] DISC, [EPDM / BUNA-N] SEAT, [LUG / WAFER] STYLE. [150 / 200] PSI RATING.

E. CHECK VALVES: [BRONZE / IRON] BODY, [SWING / LIFT / SPRING-ASSISTED] TYPE, [SOLDER / THREADED / FLANGED] ENDS. [125 / 250] CWP RATING.

F. BALANCING VALVES: [BRONZE / IRON] BODY, [MANUAL / AUTOMATIC] TYPE, [SOLDER / THREADED / FLANGED] ENDS. [125 / 250] CWP RATING. PROVIDE WITH [READOUT / PRESSURE TAPPINGS].

2.36 PIPE SUPPORTS

A. HANGERS: [ADJUSTABLE STEEL / CLEVIS / TRAPEZE] HANGERS WITH [COPPER-PLATED / PLASTIC-COATED] FINISH. SPACING PER MANUFACTURER'S RECOMMENDATIONS AND APPLICABLE CODES.

B. SUPPORTS: [CONCRETE INSERTS / BEAM CLAMPS / STRUCTURAL STEEL] AS APPROPRIATE FOR THE BUILDING CONSTRUCTION. SUPPORTS SHALL BE SPACED TO PREVENT SAGGING AND EXCESSIVE MOVEMENT.

C. SEISMIC BRACING: PROVIDE SEISMIC RESTRAINTS FOR ALL PIPING 2-1/2" AND LARGER IN ACCORDANCE WITH SMACNA SEISMIC RESTRAINT MANUAL.

2.37 INSULATION

A. PIPE INSULATION: [FIBER

1. CONTRACTOR SHALL VISIT THE SITE AND FAMILIARIZE HIMSELF WITH EXISTING CONDITIONS PRIOR TO SUBMITTING A PROPOSAL.
2. ELECTRICAL CONTRACTOR MUST SUBMIT AN ELECTRONIC COPY OF COMPLETE SHOP DRAWINGS AND PRODUCT SPECIFICATIONS FOR ENGINEER REVIEW.
3. ANY ELECTRICAL ITEMS PURCHASED WITHOUT BEING SUBMITTED AND APPROVED, WILL BECOME THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR, REGARDLESS OF SCHEDULES OR DRAWINGS. NO LIGHTING FOR THIS PROJECT SHALL BE PURCHASED WITHOUT THE ELECTRICAL CONTRACTOR SUBMITTING THROUGH THE APPROVAL PROCESS ALL NECESSARY SPECIFICATIONS OR EXACTLY WHAT IS TO BE PURCHASED, AND OBTAINS WRITTEN PERMISSION TO BUY THESE FIXTURES FROM THE ARCHITECT, OWNER AND ENGINEER OF RECORD.
4. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2020 EDITION OF THE NATIONAL ELECTRIC CODE BEING ENFORCED BY LOCAL JURISDICTION.
5. CONTRACTOR TO OBTAIN AND PAY FOR ALL PERMITS, INSPECTION AND CONNECTION FEES.
6. CONTRACTOR TO PROVIDE ALL LABOR, MATERIAL, EQUIPMENT AND SUPERVISION FOR AND INCIDENTAL TO THE COMPLETION OF A FULLY FUNCTIONAL, SAFE AND COMPLETE ELECTRICAL SYSTEM.
7. CONTRACTOR TO TEST SYSTEM THOROUGHLY IN THE PRESENCE OF OWNER AND ENGINEER IT FREE FROM DEFECTS. CONTRACTOR TO PROVIDE OWNER WITH A ONE YEAR WARRANTY AFTER ACCEPTANCE.
8. PROPERLY SEAL ALL WALL AND FLOOR PENETRATIONS WITH FIRE RATED MATERIAL TO SEAL WALL AND FLOOR PENETRATIONS IN FIRE RATED CONSTRUCTION AREAS.
9. PROVIDE TYPE WRITTEN PANEL DIRECTORIES AND LABEL ALL J.B.& CONDUITS ABOVE CEILING WITH CIRCUIT NUMBERS(S) WITH BLACK 1/2" LETTERS "CKT # & VOLTAGE".
10. ALL BRANCH CIRCUIT WIRING SHALL BE COPPER AND TYPE NM AS ALLOWED BY CODE. SEPARATE CONDUCTORS SHALL BE TYPE XHHW-2 FROM TRANSFORMER TO MAIN BREAKERS TO WIRE THROUGH FEEDER CONDUCTORS BETWEEN UNIT BANKS AND INTERNAL PANEL SHALL BE TYPE SE AS ALLOWED BY THE 2020 NATIONAL ELECTRICAL CODE AND LOCAL JURISDICTION.
11. ALL ELECTRICAL PANELS SHALL HAVE TIN COATED COPPER OR ALUMINUM BUS.
12. BEFORE PROJECT BEGINS CONTRACTOR SHALL COORDINATE WITH LOCAL ELECTRICAL UTILITY TO DETERMINE METHODS AND MATERIALS REQUIRED FOR LOCAL ELECTRICAL UTILITY TO PROVIDE POWER TO THIS FACILITY.
13. ALL LIGHT FIXTURES SHALL BE SUPPORTED AND BE SUITABLE FOR ITS LOCATION AS APPROVED BY NEC AND LOCAL JURISDICTION HAVING AUTHORITY.
14. ELECTRICAL WORK SHALL BE COORDINATED WITH ALL OTHER TRADES.
15. ALL SWITCHES AND RECEPTACLES SHALL BE 15 OR 20 AMP RESIDENTIAL GRADE WITH DEVICES IN A COLOR CHOSEN BY ARCHITECT. PROVIDE A NEUTRAL AS REQUIRED FOR DIMMING AND OTHER LED-TRIAC CONTROLS.
16. CONCEAL ALL CONDUITS AND BOXES UNLESS OTHERWISE NOTED.
17. PROVIDE AND MAINTAIN TEMPORARY POWER AND LIGHTING SYSTEM FOR DURATION OF PROJECT.
18. EMT FITTINGS IF USED SHALL BE DIE CAST SET SCREW.
19. MAKE FINAL CONNECTIONS TO MECHANICAL EQUIPMENT WITH APPROVED CONNECTORS, FLEXIBLE AND RIGID CONNECTORS PER EQUIPMENT LIST. USE LIQUID TIGHT WHERE EXPOSED TO WEATHER AND NOT MORE THAN 6 FOOT RUNS.
20. PROVIDE GFI TYPE RECEPTACLES/CIRCUITS WHERE REQUIRED BY CODE PLUS THOSE SHOWN ON DWGS.
21. FOR EACH UNIT PROVIDE INTERCONNECTED SMOKE DETECTORS. THE SINGLE CARBON MONOXIDE DETECTOR CAN BE A SMOKE/CM COMBO OR STAND ALONE.
22. ALL BRANCH CIRCUITS SHALL HAVE A PROPERLY SIZED EQUIPMENT GROUNDING CONDUCTOR RUN WITH UNGROUNDED CONDUCTORS.
23. PROVIDE ALL NECESSARY PULL/JUNCTION BOXES, SUPPORTS AND MISC. ITEMS NECESSARY FOR A COMPLETE, MAINTAINABLE AND SAFE ELECTRICAL SYSTEM.
24. ELECTRICAL CONTRACTOR SHALL VERIFY HVAC AND PLUMBING EQUIPMENT'S ELECTRICAL REQUIREMENTS WITH MECHANICAL PLANS BEFORE ROUGH-IN OCCURS. PROVIDE NOTICE TO E.E. IF UNITS DON'T MATCH BID DOCUMENTS. INSTALL DISCONNECTS AS REQUIRED BY CODE, NEMA 3R OUTDOORS, NEMA 1 INDOORS.
25. ELECTRICAL CONTRACTOR SHALL COORDINATE ALL LIGHT FIXTURES, OUTDOOR SIGNAGE, EXIT TYPES, QUANTITIES AND OTHER LIGHTING REQUIREMENTS WITH THE OWNER, ARCHITECT AND ENGINEER OF RECORD. SEE NOTE 2 ABOVE.
26. ELECTRICAL CONTRACTOR SHALL PROVIDE A GROUNDING SYSTEM PER SECTION 250 OF THE NATIONAL ELECTRICAL CODE AND SUPPLEMENTED AS REQUIRED BY LOCAL JURISDICTION. SEE RISER FOR MORE DETAILS AND NOTES.
27. ELECTRICAL CONTRACTOR SHALL PROVIDE A 20 AMP, GFCI, WEATHERPROOF RECEPTACLE (ON THE ROOF OR OUTSIDE) within 25 FEET OF ALL HVAC EQUIPMENT.
28. COORDINATE WITH OWNER AND EQUIPMENT MANUFACTURERS FOR EXACT POWER AND CONNECTION REQUIREMENTS FOR ALL KITCHEN EQUIPMENT AND ANY OTHER SPECIAL EQUIPMENT PURCHASED BY OWNER OR REQUIRED FOR THIS PROJECT.
29. EMERGENCY AND EXIT LIGHTS SHALL NOT BE SWITCHED. CONNECT TO THE CLOSEST LIGHTING CIRCUIT, UNLESS NOTED OTHERWISE.
30. ALL 120V BRANCH CIRCUITS SHALL HAVE A DEDICATED NEUTRAL (L2) CONDUCTOR PER BRANCH CIRCUIT.
31. SECURITY SYSTEM PROVIDED BY OTHERS.
32. ALL WORK SHALL BE ACCEPTABLE TO THE ENGINEER, OWNER AND ARCHITECT.
33. OBTAIN MOUNTING HEIGHTS FROM ARCHITECT FOR ALL WALL MOUNTED ITEMS BEFORE ROUGH IN.
34. CONTRACTOR SHALL PROVIDE A 3" X 4" LEGEND PLATE WITH 1/2" BLACK LETTERS ON RED BACKGROUND AND AFFIX TO ALL BREAKER PANELS. EXAMPLE: LEGEND PLATE SHALL READ "FED FROM "BREAKER (UPSTREAM PANEL # TRANSFORMER #)".
35. COMMUNICATION SYSTEM PROVIDED BY OTHERS.
36. SHOP EQUIPMENT LOCATED, POWERED AND CONTROLLED BY OWNERS.

ELECTRICAL SYMBOL LEGEND

SYMBOL	DESCRIPTION
	LIGHTING AND APPLIANCE PANELBOARD – SEE RESPECTIVE PANELBOARD SCHEDULE.
A – XX	BRANCH CIRCUIT CONDUIT RUN CONCEALED IN WALL, ABOVE CEILING OR IN SLAB, WHERE NECESSARY, ARROWS INDICATE CIRCUIT HOMERUNS, HASHMARKS, IF PRESENT, INDICATE NUMBER OF CONDUCTORS, NEUTRAL AND/OR SWITCH LEG CONDUCTORS. "A" DENOTES PANEL BOARDS SERVING CIRCUITS, XX CIRCUIT BREAKER SPACES IN PANELBOARD. SEE RESPECTIVE PANEL CIRCUIT SCHEDULE. MINIMUM CONDUCTOR SIZE = #14 AWG. CONTRACTOR TO ENABLE CONDUITS IN SLABS. SEE DETAIL SHEETS FOR TYPICAL 3 AND 4 WAY SWITCHING AND REQUIRED CONDUCTORS
	DISCONNECT (SAFETY) SWITCH = SIZE AND TYPE AS NOTED. TOP OF SWITCH 6'-0" A.F.F. MAX UNLESS NOTED OTHERWISE. COORDINATE WITH MECHANICAL AND PLUMBING CONTRACTORS.
$ = $3	20A, 120/277 VAC SINGLE POLE TOGGLE SWITCH = FLUSH WALL MOUNTED 48" A.F.F. UNLESS NOTED OTHERWISE. "3" INDICATES (3) WAY SWITCH.
$D	DIMMER SWITCH = 120/277V, SLIDE STYLE, 1000W, FLUSH WALL MOUNTED 48" A.F.F. UNLESS NOTED OTHERWISE. AS BASIS FOR DESIGN USE LEVITON ANYMT-7DW.
Sc	CEILING FAN SWITCH = 120V, 5AMP, MULTI FAN SPEED CONTROL, SWITCH WITH (5) SPEEDS.
A – XX	RANGE OUTLET = 250 VAC 3P., 4W. 50A, GROUNDING TYPE RECEPTACLE. FLUSH WALL MOUNTED MOUNTED 6" A.F.F. UNLESS NOTED OTHERWISE. "A – XX" INDICATES PANEL NAME AND CIRCUIT NUMBER. NEMA 14-50.
GFCI XX A – XX	20A, 125 VAC 2P., 3W. GROUNDING TYPE, DUPLEX RECEPTACLE. FLUSH WALL MOUNTED MOUNTED 18" A.F.F. UNLESS NOTED OTHERWISE. "A – XX" INDICATES PANEL NAME AND CIRCUIT NUMBER. "GFI" INDICATES GROUND FAULT CIRCUIT INTERRUPTING TYPE. "WP" INDICATES WEATHER PROOF COVER. "IG" INDICATES ISOLATED GROUND TYPE RECEPTACLE.
A – XX	20A, 125 VAC 2P., 3W. GROUNDING TYPE, DUPLEX RECEPTACLE RECTANGULAR RECESSED FLOOR MOUNT. USE RUSSELL DS2FC4 WITH BRASS COVER. USE ON-GRADE BARRIER WHERE NECESSARY.
A – XX	TWO (2) 20A, 125 VAC 2P., 3W. GROUNDING TYPE, DUPLEX RECEPTACLES. FLUSH WALL MOUNTED IN 2-GANG BOX 18" A.F.F. UNLESS NOTED OTHERWISE. "A – XX" INDICATES PANEL NAME AND CIRCUIT NUMBER.
A – XX	JUNCTION BOX, MINIMUM SIZE 4" SQUARE X 2-1/8" DEEP WITH COVER PLATE. FLUSH WALL MOUNTED 18" A.F.F. OR ABOVE CEILING AS REQUIRED
	SINGLE MODULAR TELEPHONE (RJ11) OUTLET IN A 4" SQUARE BOX WITH SINGLE GANG EXTENSION RING. DEVICE MOUNTED 18" A.F.F. UNLESS NOTED OTHERWISE. RUN A 3/4" CONDUIT UP IN WALL AND STUB OUT 6" ABOVE CEILING. PROVIDE A CAT7 CABLE FROM BOX BACK TO ROOM WITH TELEPHONE BACKBOARD. LABEL EACH CABLE ON BOTH ENDS.
	ONE DATA OUTLET IN A 4" SQUARE BOX WITH SINGLE GANG EXTENSION RING. DEVICE MOUNTED 18" A.F.F. UNLESS NOTED OTHERWISE. RUN A 3/4" CONDUIT UP IN WALL AND STUB OUT 6" ABOVE CEILING. RUN CAT 6 ETHERNET CABLE BACK TO COMMS BACKBOARD.
TV	PROVIDE AN ARLINGTON ECO TV BOX #TVBR2W. DEVICE MOUNTED 60" A.F.F. UNLESS NOTED OTHERWISE. RUN A 1-1/2" EMT CONDUIT UP IN WALL AND STUB OUT 6" ABOVE CEILING. PROVIDE PLATES FOR DUPLEX RECEPTACLE, ETHERNET RJ45 JACK AND COAX. RUN RG-6/U COAX CABLE TO TV OUTLET FROM COMMS BACKBOARD.
A – XX	SPECIAL PURPOSE OUTLET, FLUSH WALL MOUNTED MOUNTED 18" A.F.F. UNLESS NOTED OTHERWISE. "A – XX" INDICATES PANEL NAME AND CIRCUIT NUMBER.
A – XX	DRYER OUTLET – 208Y 3P., 4W. 30A, GROUNDING TYPE RECEPTACLE. FLUSH WALL MOUNTED MOUNTED 18" A.F.F. UNLESS NOTED OTHERWISE. "A – XX" INDICATES PANEL NAME AND CIRCUIT NUMBER.
A – XX	20A, 125 VAC 2P., 3W. GROUNDING TYPE, DUPLEX RECEPTACLE. FLUSH WALL MOUNTED MOUNTED ABOVE COUNTERTOP. "A – XX" INDICATES PANEL NAME AND CIRCUIT NUMBER. "GFI" INDICATES GROUND FAULT CIRCUIT INTERRUPTING TYPE.
	20A, 125 VAC 2P., 3W. GROUNDING TYPE, DUPLEX RECEPTACLE AND VOICE & DATA DROP. PROVIDE (2) 3/4" CONDUITS PER BOX AND (2) 1" FOR THOSE SERVING PROJECTORS. RUN TO NEAREST WALL. USE A 6" FIRE-RATED IRONE THROUGH, RECESSED FLOOR WITH RECESSED COVER. SUB PLATES AND ACCESSORIES, COLOR BY OWNER. USE HUBBELL OR EQUAL.
	ELECTRIC MOTOR OR EXHAUST FAN – SEE RESPECTIVE EQUIPMENT SCHEDULE.
	CEILING MOUNTED SMOKE DETECTOR CONNECTED IN SERIES
S/CM	CEILING MOUNTED DUAL SMOKE AND CARBON MONOXIDE DETECTOR CONNECTED IN SERIES.

LIGHTING FIXTURE SCHEDULE

SYMBOL	LABEL	DESCRIPTION	LAMP	MOUNTING
	F	LITHONIA LIGHTING 6 INCH DOWNLIGHT WITH 4000K LED MODULE, 1000 LUMENS, 120V	4TW LED	CEILING/PENDANT
	H	LITHONIA LIGHTING 4000K LED WRAP 2FT MODULE, 3200 LUMENS, 120V	32W LED	CEILING
	HP	ACUITY BRANDS LITHONIA LIGHTING 4000K LED 2 YEAR/50K HOUR 5000 LUMEN WHITE WRAP MOUNTING FIXTURE, 120V	47W LED	WALL
	EC	LITHONIA LIGHTING 4000K LED 2FT SQUARE WHITE, 3200 LUMENS, 120V	32W LED	WALL
	EXM	LITHONIA LIGHTING EXTERIOR 4000K LED WALL MOUNTED EMERGENCY LIGHT WITH BATTERY BACKUP	LED	WALL/CEILING
	EM	LITHONIA LIGHTING 4000K LED WALL MOUNTED EMERGENCY LIGHT WITH BATTERY BACKUP	LED	WALL/CEILING
	EX	LITHONIA LIGHTING 4000K LED EXIT SIGN WITH BATTERY BACKUP	LED	WALL/CEILING

NOTES:
1. MANUFACTURERS TO BE CONSIDERED AS EQUAL MUST SUBMIT TO ARCHITECT/ENGINEER 10 DAYS PRIOR TO BID FOR APPROVAL.
2. ALL LIGHTS MUST BE APPROVED BY OWNER, ARCHITECT AND ENGINEER BEFORE PROCUREMENT AND INSTALLATION.
3. FIXTURES WITH AN "E" DESIGNATION "LIKE "HE" SHALL HAVE AN INTEGRAL HIGH RUNNER BATTERY PACK OR AS NOTED IN PART NUMBER.
4. ELECTRICAL CONTRACTOR TO PROVIDE MOUNTING HARDWARE AND CONNECTORS AS NECESSARY.

TYPICAL OCCUPANCY SENSOR LIGHTING SWITCH SCHEDULE

SYMBOL	DESCRIPTION
	OCCUPANCY SENSOR – PIR & US (Multi-technology) WALL SWITCH, 120/277 VAC, 60 HZ, 1-POLE, 180 DEGREE, SELF ADJUSTING TIME ADJUSTMENT 30 SEC – 30 MIN., USE Acuity WSX-PDB-U-Color 0 – Dimming
	OCCUPANCY SENSOR – PIR & US (Multi-technology) WALL SWITCH, 120/277 VAC, 60 HZ, 2-POLE, 180 DEGREE, SELF ADJUSTING TIME ADJUSTMENT 30 SEC – 30 MIN., USE Acuity WSX-PDB-U-2P-MA-000-DIM
	OCCUPANCY SENSOR – DIGITAL PROGRAMMABLE WALL SWITCH, 120/277 VAC, 60 HZ, 1-POLE, TIME ADJUSTMENT 30 SEC – 30 MIN, USE Acuity PTS 60 Color
	OCCUPANCY SENSOR CEILING/WALL MOUNT DUAL TECHNOLOGY, AREA (500 SQ.FT)120/277v, 800/1200v, 2 POLE, STANDARD LENS. USE Acuity CUB PDT 8
	OCCUPANCY SENSOR CEILING/WALL MOUNT DUAL TECHNOLOGY, AREA (2000 SQFT) 120/277v, 800/1200v, 2 POLE, EXTENDED LENS. USE Acuity CUB PDT 16
	OCCUPANCY SENSOR CEILING/WALL MOUNT DUAL TECHNOLOGY, 40FT WIDE VIEW, 120VAC, 2 POLE, STANDARD LENS. USE Acuity WVR PDT 15 3P COLOR

NOTES:
1. REFER TO MANUFACTURERS GUIDELINES FOR PROPER MOUNTING, APPROPRIATE ACCESSORIES, POWER PACKS, AND QUANTITIES FOR COMPLETE CONTROL OF EVERY ROOM
2. NOT ALL SYMBOLS IN TWO LEGENDS ARE USED ON ALL PLANS.
3. "–COLOR" – COLOR TO BE CHOSEN BY ARCHITECT.

Coast Architects, Inc.

[redacted]

GARAGE RENOVATION
FOR
ROADLINE MOTORS
5101 MOFFET RD. MOBILE, AL

DATE: 11/28/25
DRAWN: MDM
CHECKED: JMC
TITLE:

REVISION:
NO. DATE
0 - 11-28-25 FOR PERMIT

SHEET:
E101
ELECTRICAL GENERAL NOTES AND LEGENDS

LIGHTING NOTES

1. ELECTRICAL CONTRACTOR TO FURNISH ALL LIGHT FIXTURES, FANS, CONDUIT, WIRING, SWITCHES, RECEPTACLES, CONTROLS, BREAKERS, ETC. FOR A COMPLETE LIGHTING SYSTEM. ELECTRICAL CONTRACTOR TO COORDINATE THE QUANTITY, TYPE AND PLACEMENT WITH THE OWNER AND ARCHITECT.
2. DRAWINGS ARE INTENDED TO ILLUSTRATE THE ELECTRICAL CONTINUITY BETWEEN ELECTRICAL HARDWARE (FIXTURES, SWITCHES, ETC.). THEY ARE NOT INTENDED TO DEMONSTRATE TO THE ELECTRICAL CONTRACTOR HOW TO RUN CONDUIT, QTY OF CONDUITS AND CONDUCTORS. ELECTRICAL CONTRACTOR TO MINIMIZE THE AMOUNT OF CONDUIT RUNS IN THE SLAB. COORDINATE WITH OTHER TRADES TO USE CHASES, FURR DOWNS, WALLS AND ABOVE CEILING WHERE POSSIBLE.
3. ALL OUTLET DEVICES, i.e. RECEPTACLES, PHONE & VIDEO JACKS, SWITCHES, ETC. SHALL HAVE FACEPLATES IN A COLOR CHOSEN BY THE ARCHITECT AND OWNER.
4. ALL EMERGENCY LIGHTS AND EXIT SIGNS SHALL NOT BE SWITCHED.

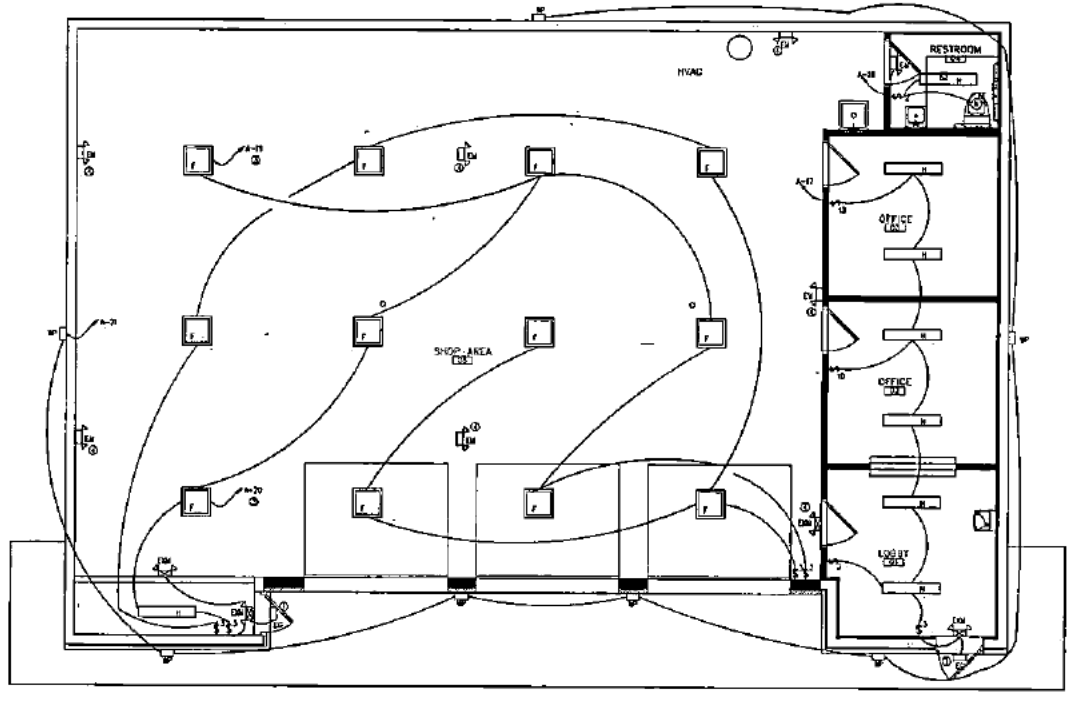
ELECTRICAL KEY NOTES:

① FIXTURE "EQ" TO BE MOUNTED ABOVE DOOR FOR EGRESS PURPOSES. (TYP)

② WALL PACK FIXTURE "WP" HAS A MOUNTING HEIGHT OF 9 FOOT.

③ COORDINATE MOUNTING HEIGHT OF LIGHT FIXTURES (F) CURRENTLY SET AT 9 FOOT WITH OWNERS REPRESENTATIVE BEFORE HANGING.

④ CONNECT EMERGENCY LIGHTS TO CLOSEST LIGHTING CIRCUIT SERVING LIGHTS IN THE SAME AREA.



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ELECTRICAL LIGHTING PLAN
SCALE: 1/4" = 1'-0"

Coast Architects, Inc.

[redacted]

GARAGE RENOVATION
FOR
ROADLINE MOTORS
5101 MOFFET RD. MOBILE, AL

DATE: 11/26/25
DRAWN: MDM
CHECKED: JMC
TITLE:

REVISION:
NO. DATE:
0 - 11-26-25 FOR PERMIT

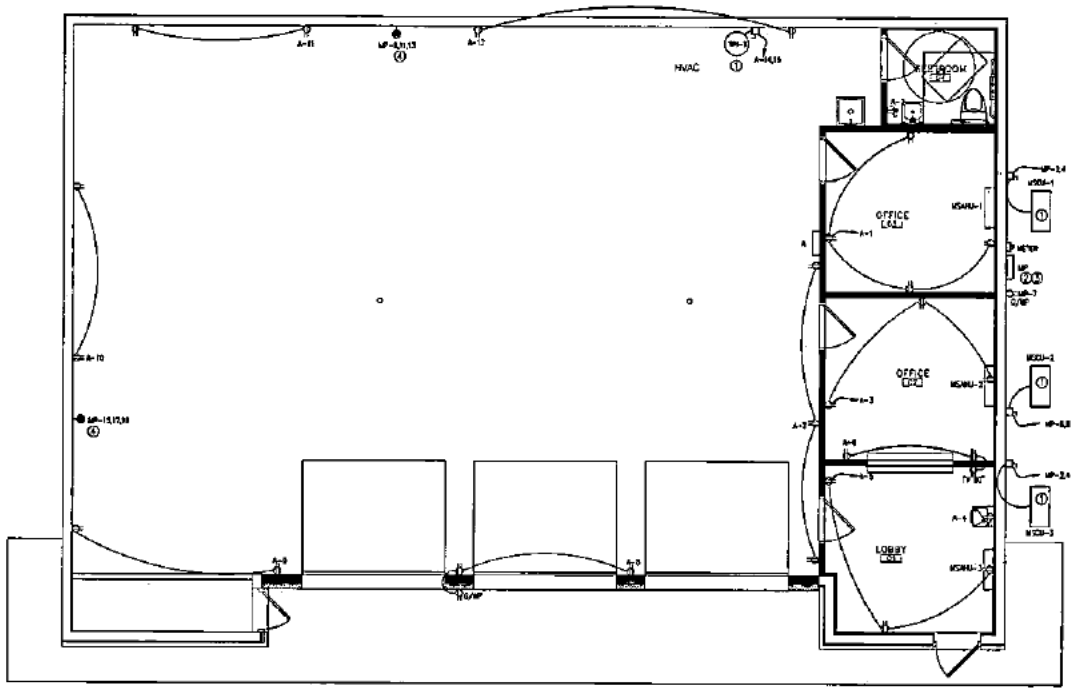
SHEET:
E201
LIGHTING PLAN

POWER NOTES

1. DRAWINGS ARE INTENDED TO ILLUSTRATE THE ELECTRICAL CONTINUITY BETWEEN ELECTRICAL HARDWARE (FIXTURES, SWITCHES, ETC.). THEY ARE NOT INTENDED TO DEMONSTRATE TO THE ELECTRICAL CONTRACTOR HOW TO RUN CONDUIT, QTY OF CONDUITS AND CONDUCTORS. ELECTRICAL CONTRACTOR TO MINIMIZE THE AMOUNT OF CONDUIT RUNS IN THE SLAB. COORDINATE WITH OTHER TRADES TO USE CHASES, FURR DOWNS, WALLS AND ABOVE CEILING WHERE POSSIBLE.
2. ALL OUTLET DEVICES, i.e. RECEPTACLES, PHONE & VIDEO JACKS, SWITCHES, ETC. SHALL HAVE FACEPLATES IN A COLOR CHOSEN BY THE ARCHITECT AND OWNER.
3. IF REQUIRED BY AHJ THE ELECTRICAL CONTRACTOR SHALL HIRE A FIRE ALARM CONTRACTOR WHO SHALL PROVIDE FIRE ALARM DEVICES, I.E. SMOKE DETECTORS, ALARM INDICATORS, ALL NECESSARY COMPONENTS, ETC. IN THE QUANTITIES AND TYPE AS PRESCRIBED BY THE FIRE ALARM CONTRACTOR'S ENGINEER WHO DESIGNS THE SYSTEM AND APPLIES FOR A PERMIT TO INSTALL. INSTALLATION SHALL BE TO ALL APPLICABLE FEDERAL, STATE AND LOCAL CODES.
4. ALL RECEPTACLES IN SHOP ARE SHALL BE 20AMP GROUND FAULT WITH INDICATING LIGHTS MOUNTED AT 42" HIGH.

POWER KEYNOTES

1. BEFORE ROUGH IN, ELECTRICAL CONTRACTOR TO COORDINATE WITH MECHANICAL/PLUMBING CONTRACTOR TO LOCATE ALL PLUMBING AND HVAC EQUIPMENT AND APPLIANCES THAT REQUIRE ELECTRICAL POWER. THIS INCLUDES ROP'S, EXHAUST FANS, LOUVERS AND ELECTRIC WATER HEATERS. REFER TO MECHANICAL AND PLUMBING SHEETS FOR DETAILS.
2. INSTALL A 3/4 X 10FT COPPER GROUND ROD AT SERVICE LOCATION OF BUILDING AND CONNECT TO #1/0 GROUND CONDUCTOR GOING TO PANEL "MP".
3. ELECTRICAL CONTRACTOR TO DEMOLISH THE EXISTING PANEL AND METER ON THE NORTH SIDE OF BUILDING. REPLACE WITH NEW RISER AS SHOWN ON RISER SHEET.
4. ELECTRICAL CONTRACTOR TO COORDINATE WITH THE OWNERS REPRESENTATIVE REGARDING THE LOCATION AND EXACT TYPE OF WELDING RECEPTACLES TO BE USED. PROVIDE A PROPER DISCONNECTING MEANS AT EACH LOCATION.



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A / E202 ELECTRICAL POWER PLAN

SCALE: 1/4" = 1'-0"

Coast Architects, Inc.

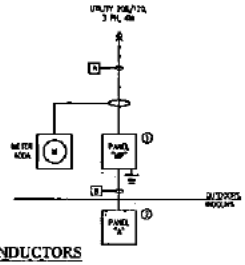
GARAGE RENOVATION
FOR
ROADLINE MOTORS
MOBILE, AL
5101 MOFFET RD.

DATE: 11/28/25
DRAWN: MCM
CHECKED: JMC
TITLE:

REVISION:
NO. DATE:
0 - 11-28-25 FOR PERMIT

SHEET:
E202
POWER PLAN

MOBILE ELECTRICAL ENGINEERING GROUP, INC.
Industrial | Commercial
251-461-1611 or 615-456-8677
jd2@meegine.com



RISER KEYNOTES

① PANELBOARD "MP", NEMA 3R, 120/208 VAC, 400A, 3PH, 4W, 125KAIC, 400 AMP MAIN BREAKER, TIN PLATED COPPER or ALUMINUM BUS, GROUND AND NEUTRAL BUSBAR, BOLT ON BREAKERS, SURFACE MOUNT, 3D CREDIT, SURFACE ENTRANCE RATED.

② PANELBOARD "A", 200AMP, 42POT, NEMA 1, 120/208 VAC, 3PH, 4W, MAIN LUGS ONLY, TIN PLATED COPPER or ALUMINUM BUS, GROUND AND NEUTRAL BUSBAR.

RISER NOTES

1. CONTRACTOR SHALL COORDINATE WITH UTILITY AND SUPPLY AN UNDERGROUND SERVICE TO THIS BUILDING. PROVIDE ALL NECESSARY MATERIAL, LABOR, PERMITS AND ANY FEES FOR ELECTRICAL SERVICE TO BUILDING.
2. CONTRACTOR SHALL UPDATE THE GROUNDING SYSTEM TO MEET N.E.C. ARTICLE 250 AND ANY ADDITIONAL REQUIREMENTS BY THE AHJ. PROVIDE A 8 FOOT 5/8" COPPER GROUND ROD.

CONDUCTORS

COPPER CONDUCTORS LISTED:

[A] (3) [illegible], #1/0 G, 1" C

[B] (3) #4/0 AWG G, 2-1/2" C

ELECTRICAL RISER

A / E203 — SCALE: N.T.S.

PANEL: MP — VOLTS 208 120 — AMPS 400 — 42 KAIC

LOCATION: Outdoors — MOUNTING: SURFACE — FED FROM: Utility
NEUTRAL: 100% — LUGS: Main Breaker — TYPE: NEMA 3R
NOTES: TIN COATED COPPER or ALUMINUM BUS, NEUTRAL and GROUND BUSBAR, Service Entrance Rated.

CKT #	CKT BKR	CIRCUIT DESCRIPTION	LOAD KVA A	LOAD KVA B	LOAD KVA C	CKT #	CKT BKR	CIRCUIT DESCRIPTION	LOAD KVA A	LOAD KVA B	LOAD KVA C
1	200/2	Panel A	6.98	—	—	2	ES/2	MSCU-1	2.00	—	—
3		Panel A	—	6.15	—	4		MSCU-1	—	2.00	—
5		Panel A	—	—	4.50	6	ES/2	MSCU-2	—	—	2.00
7	20	Receptacle at Panel - GFCI/WP	0.54	—	—	8		MSCU-2	2.00	—	—
9	50/3	Welding Receptacle	—	4.80	—	10	ES/2	MSCU-3	—	2.00	—
11		Welding Receptacle	—	—	4.80	12		MSCU-3	—	—	2.00
13		Welding Receptacle	4.80	—	—	14			0.00	—	—
15	50/3	Welding Receptacle	—	4.80	—	16			—	0.00	—
17		Welding Receptacle	—	—	4.80	18			—	—	0.00
19		Welding Receptacle	4.80	—	—	20			0.00	—	—
21			—	0.00	—	22			—	0.00	—
23			—	—	0.00	24			—	—	0.00
25	30/2	SPD	0.20	—	—	26			0.00	—	—
27		SPD	—	0.20	—	28		Spare	—	0.00	—
29		SPD	—	—	0.20	30		Spare	—	—	0.00
Total Connected KVA BY PHASE			21.32	19.93	18.10			Total kVA	59.55		
Total Phase AMPS			177.67	166.08	150.80			Total Amps	165.49		

PANEL: A — VOLTS 208 120 — AMPS 200 — 22 KAIC

LOCATION: INDOORS — MOUNTING: SURFACE — FED FROM: MP
NEUTRAL: 100% — LUGS: MLO — TYPE: NEMA 1
NOTES: TIN COATED COPPER or ALUMINUM BUS, NEUTRAL AND GROUND BUSBAR

CKT #	CKT BKR	CIRCUIT DESCRIPTION	LOAD KVA A	LOAD KVA B	LOAD KVA C	CKT #	CKT BKR	CIRCUIT DESCRIPTION	LOAD KVA A	LOAD KVA B	LOAD KVA C
1	20	Receptacles 01	0.72	—	—	2	20	Restroom Receptacle	0.54	—	—
3	20	Receptacles Office #2	—	0.72	—	4	20	Water Cooler	—	0.90	—
5	20	Receptacle Lobby	—	—	0.72	6	20	Receptacle Office #2 Reception Wall	—	—	1.20
7	20	Receptacle Shop North wall	0.90	—	—	8	20	Receptacle Shop East Wall	0.72	—	—
9	20	Receptacle Shop East/South Wall	—	0.72	—	10	20	Receptacle Shop South Wall	—	0.90	—
11	20	Receptacle Shop West Wall	—	—	0.72	12	20	Receptacle Shop West Wall	—	—	0.72
13	20	Spare	0.00	—	—	14	30/2	WH-1	2.25	—	—
15	20	Spare	—	0.00	—	16		WH-1	—	2.25	—
17	20	Lights Offices and Lobby	—	—	0.68	18	20	Restrooms Lights/fans	—	—	0.54
19	20	Lights Shop	0.91	—	—	20	20	Lights Shop	0.90	—	—
21	20	Lights Exterior Wall Packs	—	0.68	—	22			—	0.00	—
23			—	—	0.00	24			—	—	0.00
25			0.00	—	—	26			0.00	—	—
27			—	0.00	—	28			—	0.00	—
29			—	—	0.00	30			—	—	0.00
31			0.00	—	—	32			0.00	—	—
33			—	0.00	—	34			—	0.00	—
35			—	—	0.00	36			—	—	0.00
37			0.00	—	—	38			0.00	—	—
39			—	0.00	—	40			—	0.00	—
41			—	—	0.00	42			—	—	0.00
Total Connected KVA BY PHASE			9.55	5.12	4.55			Total KVA	37.61		
Total Connected AMPS			38.17	51.03	37.90			Total Amps	48.94		

PANEL SCHEDULES

1 / E203 — SCALE: N.T.S.

Coast Architects, Inc.

GARAGE RENOVATION FOR ROADLINE MOTORS
5101 MOFFET RD. MOBILE, AL

DATE: 11/26/25
DRAWN: JJON
CHECKED: JWG
TITLE:

REVISION:
NO. DATE:
0 - 11-26-25 FOR PERMIT

SHEET:
E203
ELECTRICAL RISER AND PANELS

COMcheck Software Version 4.1.5.5

Interior Lighting Compliance Certificate

Project Information

Energy Code: 2015 IECC
Project Title: Garage Renovations
Project Type: Alteration

Construction Site: 5101 Moffett Road, Mobile, AL
Owner/Agent:
Designer/Contractor:

Allowed Interior Lighting Power

A Area Category	B Floor Area (ft2)	C Allowed Watts / ft2	D Allowed Watts (B X C)
1-Auto Repair Shop (Automotive:Vehicular Maintenance Area)	2700	0.67	1809
		Total Allowed Watts =	1809

Proposed Interior Lighting Power

A Fixture ID : Description / Lamp / Wattage Per Lamp / Ballast	B Lamps/ Fixture	C # of Fixtures	D Fixture Watt.	E (C X D)
Auto Repair Shop (Automotive:Vehicular Maintenance Area 2700 sq.ft.)				
LED 1: F: Bay Lights: LED Panel 44W:	1	16	45	720
LED 2: H: 1x4 Strip: LED Linear 33W:	1	8	32	256
			Total Proposed Watts =	976

Interior Lighting PASSES

Interior Lighting Compliance Statement

Compliance Statement: The proposed interior lighting alteration project represented in this document is consistent with the building plans, specifications, and other calculations submitted with this permit application. The proposed interior lighting systems have been designed to meet the 2015 IECC requirements in COMcheck Version 4.1.5.5 and to comply with any applicable mandatory requirements listed in the Inspection Checklist.

Jerry McCullough EE — Name - Title
Jerry McCullough — Signature
11-26-25 — Date

COMcheck Software Version 4.1.5.5

Exterior Lighting Compliance Certificate

Project Information

Energy Code: 2015 IECC
Project Title: Garage Renovations
Project Type: Alteration
Exterior Lighting Zone: 4 (High activity metropolitan commercial district (LZ4))

Construction Site: 5101 Moffett Road, Mobile, AL
Owner/Agent:
Designer/Contractor:

Allowed Exterior Lighting Power

A Area/Surface Category	B Quantity	C Allowed Watts / Unit	D Tradable Wattage	E Allowed Watts (B X C)
Illuminated area of facade wall or surface	2100 ft2	0.2	No	420
			Total Tradable Watts (a) =	0
			Total Allowed Watts =	420
			Total Allowed Supplemental Watts (b) =	1300

(a) Wattage tradeoffs are only allowed between tradable areas/surfaces.
(b) A supplemental allowance equal to 1300 watts may be applied toward compliance of both non-tradable and tradable areas/surfaces.

Proposed Exterior Lighting Power

A Fixture ID : Description / Lamp / Wattage Per Lamp / Ballast	B Lamps/ Fixture	C # of Fixtures	D Fixture Watt.	E (C X D)
Illuminated area of facade wall or surface (2100 ft2): Non-tradable Wattage				
LED 1: WP: Wall Pack: LED Panel 54W:	1	7	47	329
			Total Tradable Proposed Watts =	0

Exterior Lighting PASSES

Exterior Lighting Compliance Statement

Compliance Statement: The proposed exterior lighting alteration project represented in this document is consistent with the building plans, specifications, and other calculations submitted with this permit application. The proposed exterior lighting systems have been designed to meet the 2015 IECC requirements in COMcheck Version 4.1.5.5 and to comply with any applicable mandatory requirements listed in the Inspection Checklist.

Jerry McCullough EE — Name - Title
Jerry McCullough — Signature
11-26-25 — Date

ELECTRICAL COMCHECKS
SCALE: N.T.S.

MOBILE ELECTRICAL ENGINEERING GROUP, INC.
Industrial | Commercial
251-401-3611 or 615-636-8677
jd@meegtec.com
www.meegtec.com

Coast Architects, Inc.

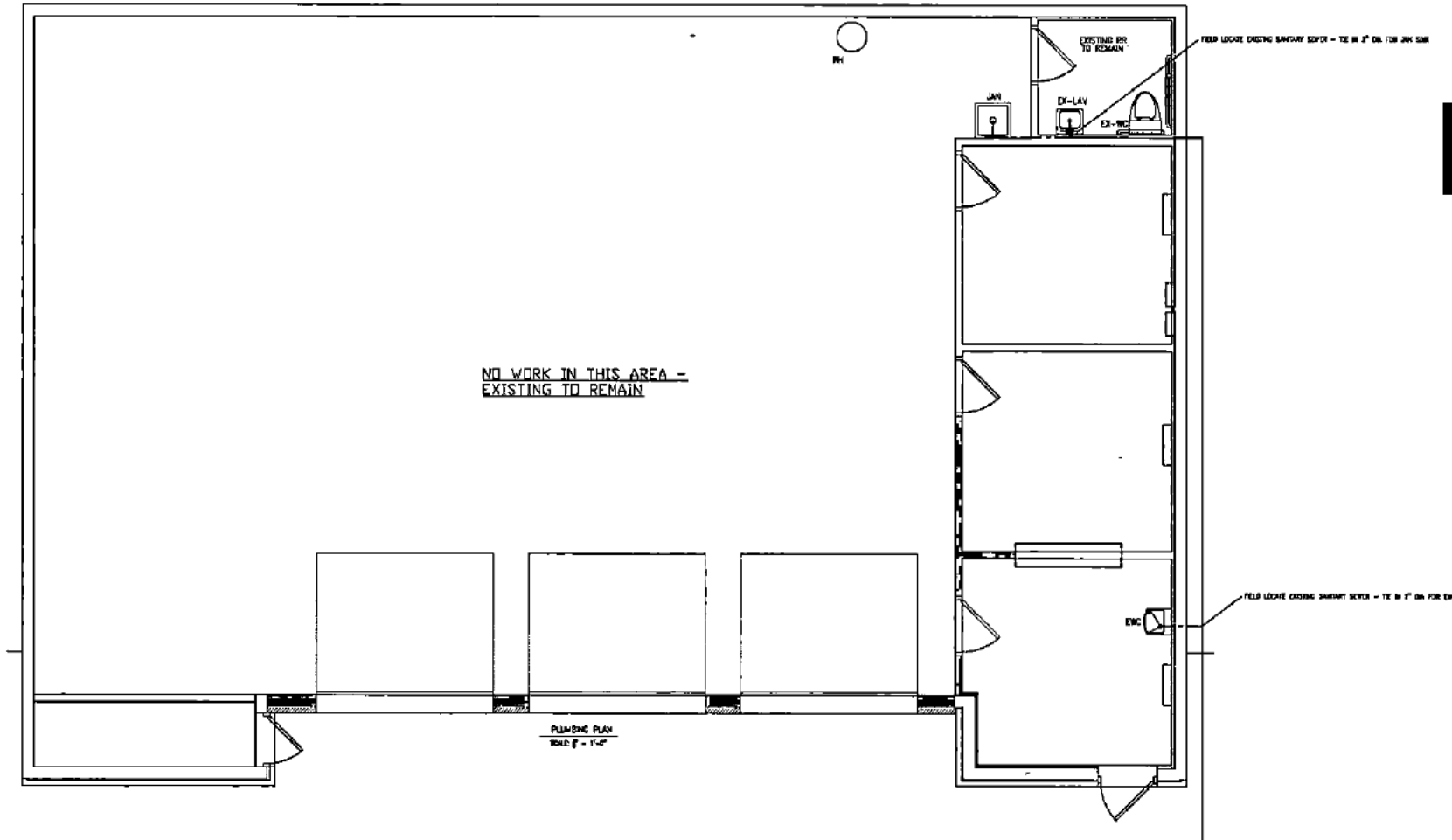
[redacted]

GARAGE RENOVATION FOR ROADLINE MOTORS
5101 MOFFET RD. MOBILE, AL

DATE: 11/26/25
DRAWN: MCM
CHECKED: JMC
TITLE:

REVISION:
NO. DATE
0 - 11-26-25 FOR PERMIT

SHEET
E204
ELECTRICAL COMCHECKS



PLUMBING LEGEND	
SYMBOL	DESCRIPTION
	EX UNDER SLAB SANITARY PIPING
	UNDER SLAB SANITARY PIPING
	VENT PIPING
WCO	WALL CLEAN OUT
CO	FLOOR CLEAN OUT
DCO	3" PAN FLOOR CLEAN OUT
VTR	VENT THRU ROOF

WORK PLAN:
1. LOCATE EXISTING SANITARY SEWER
2. TIE IN NEW 2" FOR EWC AND JAN SINK
3. PROVIDE CW AND HW TO JAN SINK VIA EXISTING SUPPLY TO LAV
4. PROVIDE CW TO EWC - FIELD LOCATE CLOSEST CW
5. PROVIDE CUT OFF VALVES FOR EACH NEW FIXTURE

TO EXISTING SANITARY SEWER

Coast Architects, Inc.

GARAGE RENOVATION FOR ROADLINE MOTORS

5101 MOFFET RD. MOBILE, AL

DATE:11-6-25
DRAWN:WT
CHECKED:WT
TITLE: PLUMBING PLAN

REVISION:
NO. DATE:

SHEET:
P1

PLUMBING NOTES:

1. THE PLUMBING DRAWINGS ARE DIAGRAMMATIC AND SHOW THE RELATIONSHIP BETWEEN FIXTURES AND CONNECTIONS. DO NOT SCALE THE DRAWINGS FOR EXACT LOCATIONS. VERIFY LOCATIONS WITH ARCHITECTURAL DRAWINGS.

2. THE PLUMBING CONTRACTOR SHALL BE PROPERLY LICENSED AND SHALL SECURE ALL PERMITS AND PAY ALL FEES AS REQUIRED FOR THE COMPLETE PLUMBING INSTALLATION, INCLUDING SANITARY SEWER AND POTABLE WATER TIE-INS TO THE SERVING UTILITIES. ALL WORK WILL BE INSTALLED IN STRICT ACCORDANCE WITH THE INTERNATIONAL PLUMBING CODE (IPC) AND AS AMENDED BY CITY AND COUNTY AUTHORITIES.

3. SCOPE OF WORK: THE WORK CONSISTS OF MATERIALS AND LABOR FOR A COMPLETE, OPERABLE PLUMBING SYSTEM INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:

A. SANITARY SEWER SYSTEM, OUTSIDE UTILITIES, SOIL AND WASTE DRAIN AND VENT PIPING AND FIXTURE CONNECTIONS.
B. DOMESTIC COLD AND HOT WATER SYSTEM TO ALL SINKS & LAVATORIES. VERIFY WITH OWNER. PIPING SHALL BE DISINFECTED I.A.W. THE PLUMBING CODE.
C. ALL PLUMBING FIXTURES AND EQUIPMENT INCLUDING FLOOR DRAINS, HOSE BIBBS, WATER HEATERS, ETC. AS REQUIRED. VERIFY LOCATIONS WITH OWNER.
D. PROVIDE TRAP PRIMERS FOR ALL FLOOR DRAINS, FLOOR SINKS AND HUB DRAINS.
E. WATER AND DRAIN PIPING SHALL BE PRESSURE TESTED I.A.W.

4. CONTRACTOR SHALL COORDINATE PLUMBING WORK WITH THE WORK OF OTHER TRADES AND SHALL NOTIFY OTHERS OF ANY CHASES OR ACCESS REQUIREMENTS FOR HIS PORTION OF THE WORK.

5. ALL VENT PIPING TO PENETRATE ROOF A MINIMUM OF 6 INCHES. FLASH AND SEAL WEATHER TIGHT TO ROOF. VENT PIPING ABOVE ROOF SHALL BE PAINTED TO MATCH ROOF.

6. ALL WASTE PIPING 2-1/2" AND SMALLER TO SLOPE A MINIMUM OF 1/4" PER FOOT, 3 INCHES AND LARGER TO SLOPE A MINIMUM OF 1/8" PER FOOT.

7. ROUTE PIPING IN AN ORDERLY MANNER AND MAINTAIN GRADIENT.

8. INSTALL PIPING TO CONSERVE BUILDING SPACE AND NOT INTERFERE WITH USE OF SPACE. GROUP PIPING WHENEVER PRACTICAL AT COMMON ELEVATIONS.

9 INSTALL PIPING TO ALLOW FOR EXPANSION AND CONTRACTIONS WITHOUT STRESSING PIPE, JOINTS OR CONNECTED EQUIPMENT.

10. PROVIDE CLEARANCE FOR INSTALLATION OF INSULATION AND ACCESS TO VALVES AND FITTINGS. PROVIDE ACCESS WHERE VALVES AND FITTINGS ARE NOT EXPOSED.

11. INSTALL VALVES WITH STEMS UPRIGHT OR HORIZONTAL, NOT INVERTED. INSTALL GATE VALVES FOR SHUT-OFF AND TO ISOLATE EQUIPMENT, PART OF SYSTEMS, OR VERTICAL RISERS. INSTALL GLOBE VALVES FOR THROTTLING, BYPASS OR MANUAL FLOW CONTROL SERVICES.

12. ALL FIXTURES AND EQUIPMENT SHALL BE STANDARD, FIRST QUALITY COMPLETE WITH ALL TRIM, TRAPS, ETC., AS REQUIRED OR AS SPECIFIED BY OWNER. TOILETS, URINALS, AND LAVATORIES SHALL BE INSTALLED I.A.W. THE ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION.

13. SANITARY WASTE AND VENT PIPING SHALL BE SCH. 40 PVC PIPE & FITTINGS ASTM D2665 WITH SOLVENT WELD JOINTS WITH ASTM D2564 SOLVENT CEMENT. UNDERGROUND PIPE SHALL BE EMBEDDED IN 6 INCHES OF SAND ALL AROUND PIPE. SANITARY WASTE AND VENT PIPING ABOVE SLAB SHALL BE SCH. 40 PVC PIPE AND FITTINGS ASTM D2665 WITH JOINTS SOLVENT WELDED WITH ASTM D2564 SOLVENT CEMENT EXCEPT IN RETURN AIR PLENUMS WHERE CAST IRON PIPE & FITTINGS ONLY WILL BE USED. CAST IRON PIPE WILL BE SERVICE WEIGHT NO-HUB CAST IRON PIPE WITH CAST IRON FITTINGS CONFORMING TO CISPI 310 AND ASTM C-564.

14. HOT AND COLD WATER PIPING TO BE CROSS LINKED POLYETHYLENE (PEX) INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS. ALL COPPER CONFIRM WITH OWNER.

15. ADJUST STOPS OR VALVES FOR INTENDED WATER FLOW RATE TO FIXTURES WITHOUT SPLASHING NOISE OR OVERFLOW.

16. EXTEND CLEANOUTS TO FINISHED FLOOR OR WALL SURFACE. LUBRICATE THREADED CLEANOUT PLUGS WITH MIXTURE OF GRAPHITE AND LINSEED OIL. ENSURE CLEARANCE OF CLEANOUT FOR RODDING OF DRAINAGE SYSTEM. ENCASE EXTERIOR CLEANOUTS IN CONCRETE FLUSH WITH GRADE.

17. INSTALL WATER HAMMER ARRESTORS COMPLETE WITH ACCESSIBLE ISOLATION VALVE ON HOT AND COLD WATER SUPPLY PIPING IN ACCORDANCE WITH PDI-WH 201, 1992.

18. CONTRACTOR TO ROUGH-IN FIXTURE PIPING CONNECTIONS IN ACCORDANCE WITH MINIMUM SIZES INDICATED IN FIXTURE SCHEDULE FOR PARTICULAR FIXTURE.

19. INSTALL EACH FIXTURE WITH TRAP THAT IS EASILY REMOVABLE FOR SERVICING AND CLEANING. PROVIDE CHROME PLATED RIGID OR FLEXIBLE SUPPLIES TO FIXTURES WITH LOOSE KEY STOPS, REDUCERS AND ESCUTCHEONS.

20. LOCATE EXISTING WATER SUPPLY LINE FOR SERVICE TO NEW FIXTURES.

21. PLUMBING CONTRACTOR TO PROVIDE 1/4" VALVED WATER LINE TO REFRIGERATOR AND ICE MAKER (IF INSTALLED).

22. PLUMBING CONTRACTOR TO LOCATE EXISTING SANITARY SEWER LINE PRIOR TO CONSTRUCTION START.

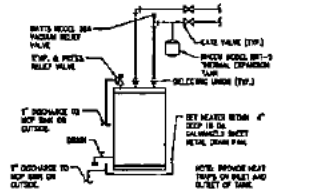
PLUMBING LEGEND

SYMBOL	DESCRIPTION
	CO UNDER SLAB SANITARY PIPING
	UNDER SLAB SANITARY PIPING
	VENT PIPING
WCO	WALL CLEAN OUT
CO	FLOOR CLEAN OUT
DCO	2 WAY FLOOR CLEAN OUT
VTR	VENT THRU ROOF

PLUMBING FIXTURE SCHEDULE

SYM	DESCRIPTION	CW	HW	D	MANUFACTURER/MODEL #	REMARKS
	JANITOR'S SINK	1/2"	1/2"	3"	ELKAY/SLFS2522MC/22MM	NOTE 1
	ELECTRIC WATER COOLER	1/2"		1-1/4"	HALSEY TAYLOR/HTHBM8WSLK	NOTE 2

1 = SINGLE COMPARTMENT UTILITY SINK, HEAVY DUTY MOLDED LEGS, SERVICE SINK FAUCET W/ MEDICAL KNOBS & VACUUM BREAKER.
2 = WALL HUNG, BARRIER FREE, MOUNT SPOUT AT 36" A.F.F., 7.5 GPH CHILLED WATER, ADA COMPLIANT.



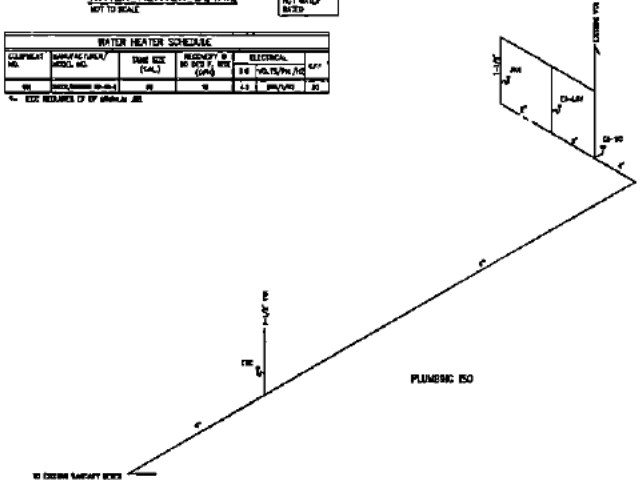
WATER HEATER DETAIL
NOT TO SCALE

SAFETY PAN DRAIN MUST BE HOT WATER RATED

WATER HEATER SCHEDULE

EQUIPMENT NO.	MANUFACTURER/ MODEL NO.	TANK SIZE (GAL)	RECOVERY @ 80 90°F RISE (GPH)	ELECTRICAL	
WH		30	75	4.5	240/1/60

* SEE RESOURCE CT FOR MINIMUM SIZE



Coast Architects, Inc.

GARAGE RENOVATION FOR ROADLINE MOTORS

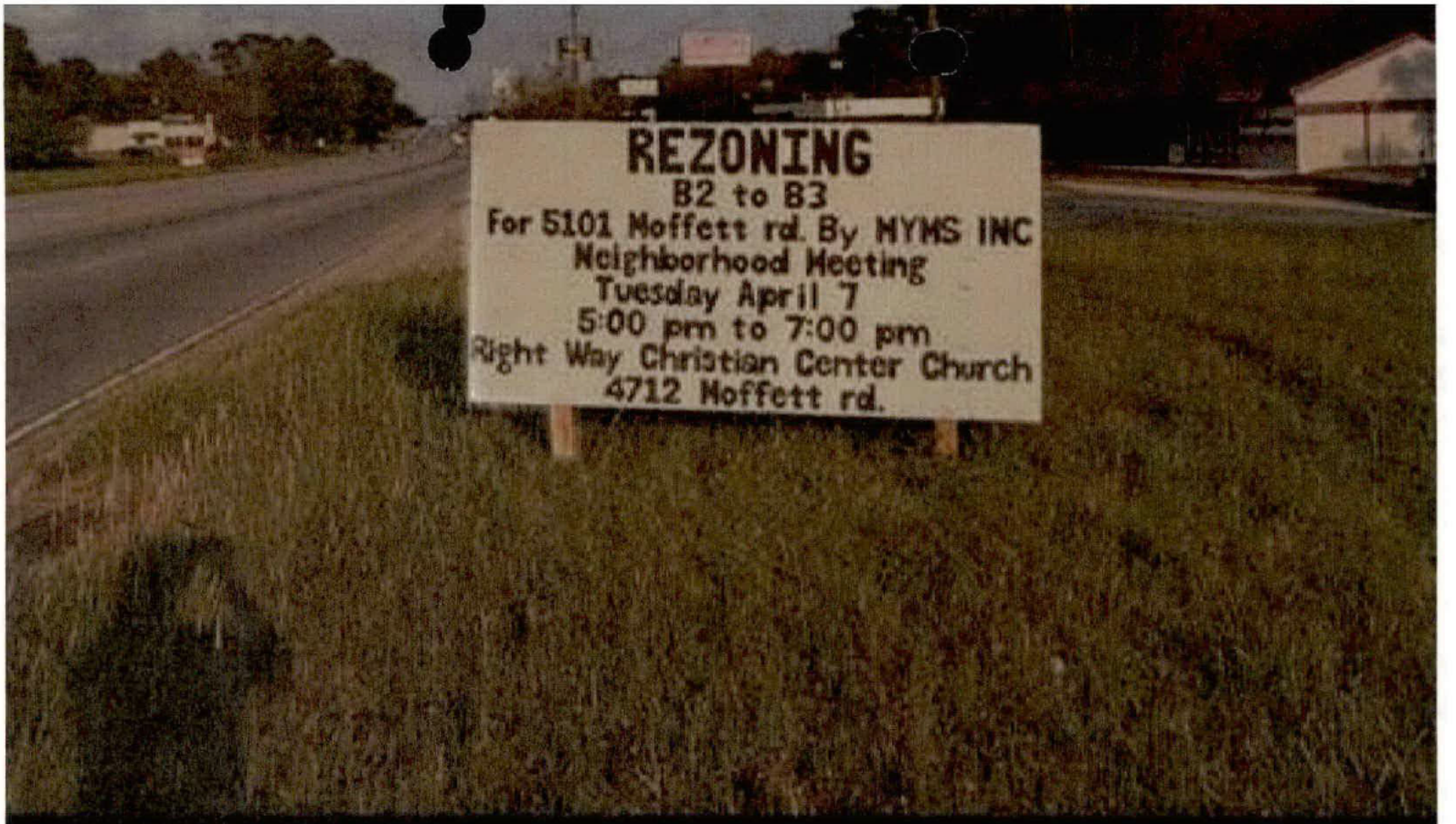
5101 MOFFET RD. MOBILE, A

ALABAMA LICENSED ARCHITECT

DATE:11-6-25
DRAWN:WT
CHECKED:WT
TITLE: PLUMBING DETAILS

REVISIONS:
NO. DATED

SHEET:
P2



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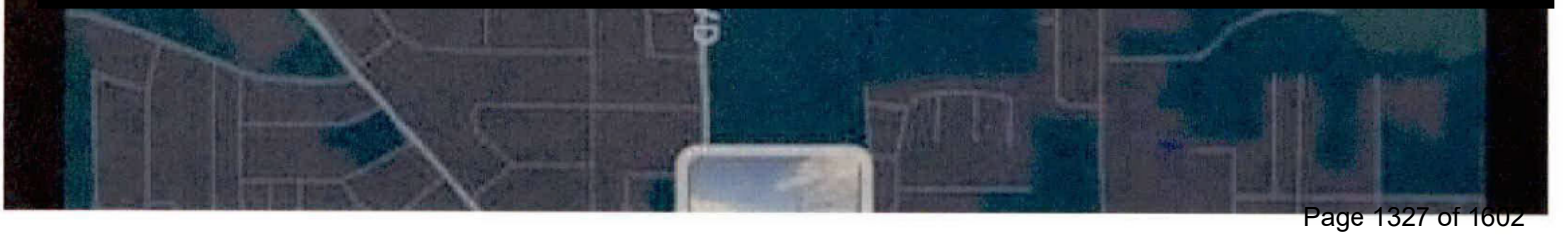
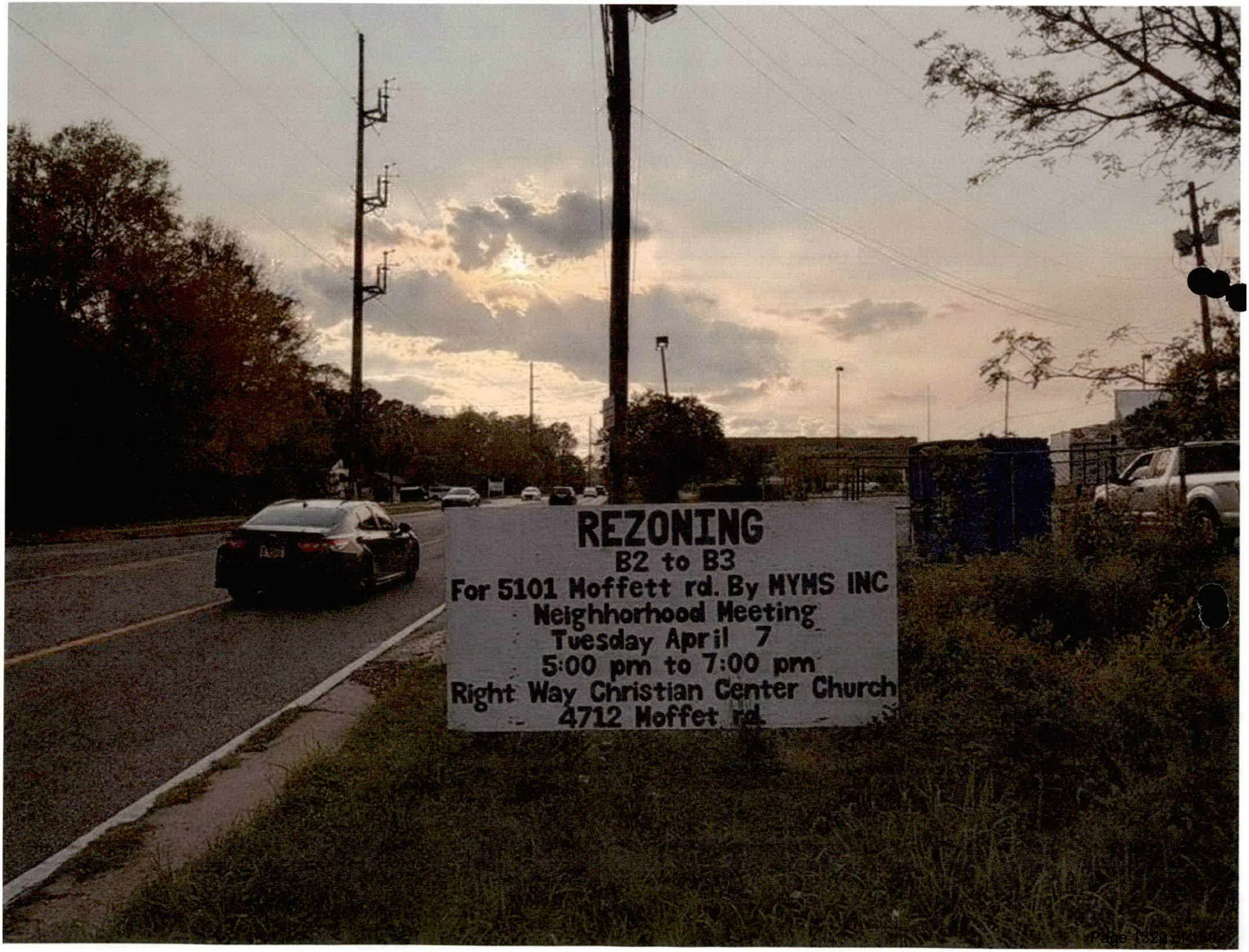


REZONING
B2 to B3
For 5101 Moffett rd. By MYMS INC
Neighborhood Meeting
Tuesday April 7
5:00 pm to 7:00 pm
Right Way Christian Center Church
4712 Moffett rd.


REZONING
B2 to B3
For 5101 Moffett rd. By MYMS INC
Neighhorhood Meeting
Tuesday April 7
5:00 pm to 7:00 pm
Right Way Christian Center Church
4712 Moffet rd.

EATURES AND CONDITIONS ARE EXISTING

ES ARE EXISTING.

Coast Architects, Inc.

[redacted]

GARAGE RENOVATION
FOR
ROADLINE MOTORS

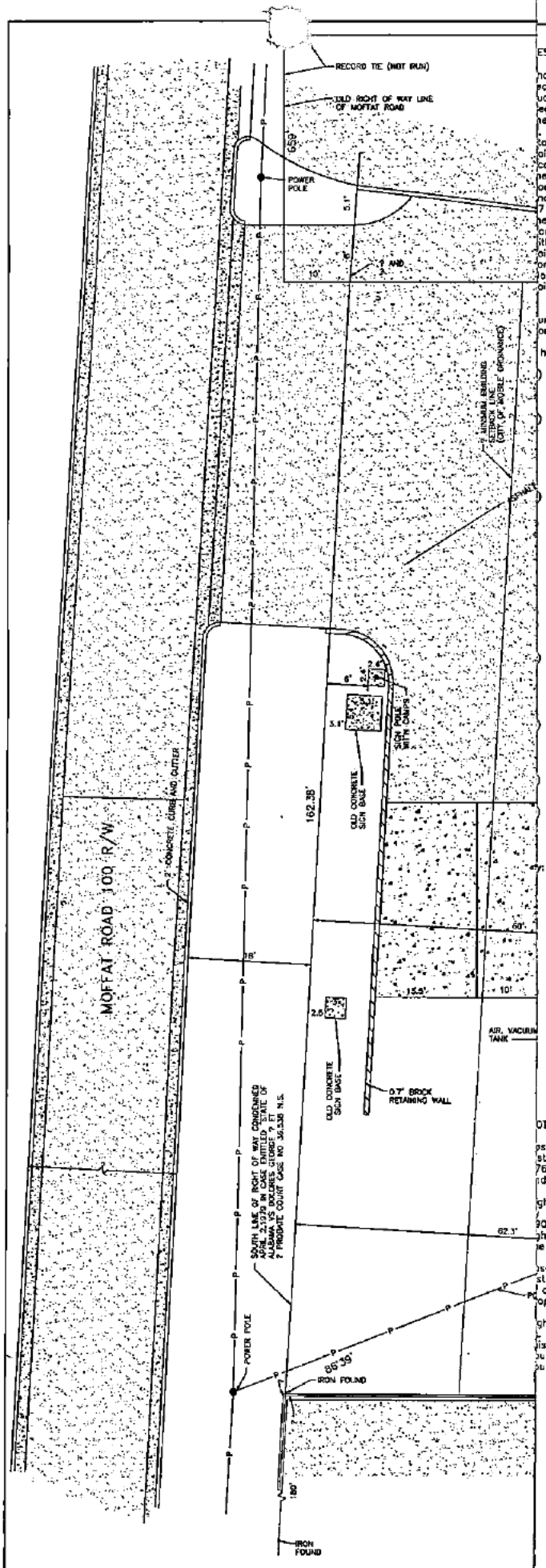
5101 MOFFET RD. MOBILE, AL

DATE: 10/23/25
DRAWN: JF
CHECKED: PNO
TITLE: Architectural Site Plan

REVISION:
NO. DATE:

SHEET:

AS1



ESCRIPTION:

hat Portion of Lot C, Mandrell's Subdivision, according to plat ecorded in Map Book 3, Page 253 of the records in the office of the udge of Probate Court of Mobile County, Alabama, described as follows: eginning at a point where the East boundary of said Lot C intersects he present South right of way line of Moffat Road as condemned April . 1979 in case entitled "State of Alabama vs. Delores George LaVigne, tal", probate Court Case No. 36,338 N.S., said point also being the oint of intersection of the West boundary of Kinney Shoes, Unit One, ccording to plat recorded in Map Book 24, Page 45 of said records in he office of the Judge of the Probate Court of Mobile County, Alabama, run outhwardly along said East boundary of Lot C, Mandrells Subdivision, nd along the West boundary of Kinney Shoes, Unit One, a distance of 71.67 feet to a point on the North right of way line of Overlook Road; hence with an interior angle of 90°06'40" run Westwardly along said orth right of way line of Overlook Road 161.37 feet to a point; thence ith an interior angle of 90°07'40" run Northwardly 180.77 feet to a oint on the aforementioned South right of way line of Moffat Road, as ondemned; thence with an interior angle of 86°39' run Eastwardly long said South right of way line of Moffat Road 162.38 feet to the oint of beginning. Containing 28,499 Square Feet.

urvey Certificate to the Circle K Corporation, Lawyers Title Insurance orporation

hereby certify that on the 3RD day of MARCH, 1989:

) I made an accurate survey of the premises legally described above situated at Mobile (City), Mobile (Country), Alabama (State), with a street description of 5101 Moffat Road, Mobile, Alabama.

) I made a careful inspection of said premises and of the buildings located thereon at the time of making such survey, and again on MARCH 8, 1989, and at the time of such latter inspection I found Circle K General, Inc., to be in possession of said premises as Owner;

) This survey was made on the ground as per the field notes shown on this survey and correctly shows (a) the boundaries and areas of the subject property and the size, location and type of buildings and improvements thereon; and the distance therefrom to the nearest facing exterior property lines of the subject property; (b) the location of all right of way, easements and any other matters of record, (of which I have knowledge or have been advised, whether or not of record), affecting the subject property; (c) the location of the parking areas on the subject property, showing the number of parking spaces provided thereby; (d) all abutting, dedicated public streets providing access to the subject property; together with the width and name thereof; and (e) all other significant items on the subject property;

) Except as shown on the survey, there are (no) (a) encroachments upon the subject property by improvements on adjacent property; (b) encroachments on adjacent property, streets or alleys by any improvements on the subject property; (c) party walls; (d) or conflicts or protrusions;

) Adequate ingress to and egress from the subject property is provided by Moffat Road and Overlook Road the same being paved, dedicated public right(s) of way maintained by state of Alabama and City of Mobile;

) All required building setback lines on the subject property are shown hereon;

) And the subject property is not within a special flood hazard area as identified by the Federal Insurance Administration, Department of Housing and Urban Development; a flood Hazard area being identified as F.I.R.M. Panel Number 0150G7 0010E, effective Dec. 18, 1984.

Registered Public Surveyor

(205) 479-4518
Telephone #

5421
Registration #

Donald F. Coleman
Printed Name

68 Midtown Park West
Printed Address

Mobile, Alabama 36609
City & State

OTES:

sement granted Alabama Power Company by Walter Maples et ux, by strument dated October 15, 1938, and recorded in Deed Book 280, Page 76, is a "blanket" easement on all of Lot C, Mandrel's Subdivision, nd is not plottable. Surveyed premises is part of Lot C.

ght of way granted Mobile County, Alabama by Walter B. Maples et ux, instrument dated August 5, 1950, and recorded in Deed Book 515, Page 90, is right of way for Overlook Road, making it 60' wide. The North ght of way line of Overlook Road as shown on this survey is the North e of right of way conveyed by this instrument.

sement granted Alabama Power Company by A. D. McIntyre et ux, by strument dated may 24, 1955, and recorded in Deed Book 547, Page 4, a "blanket" easement for this property and an additional 60' of operty lying West of this property and is not plottable.

ght of way condemned April 2, 1979 in case entitled "State of Alabama Dolores George LaVigne et al" Probate Court Case No. 36, 338 N.S. his is a condemnation for right way of to widen Moffat Road. The outh right of way line of Moffat Road as shown on this Survey is the outh line of right of way condemned.

CK #8244

AS BUILT ALTA SURVEY

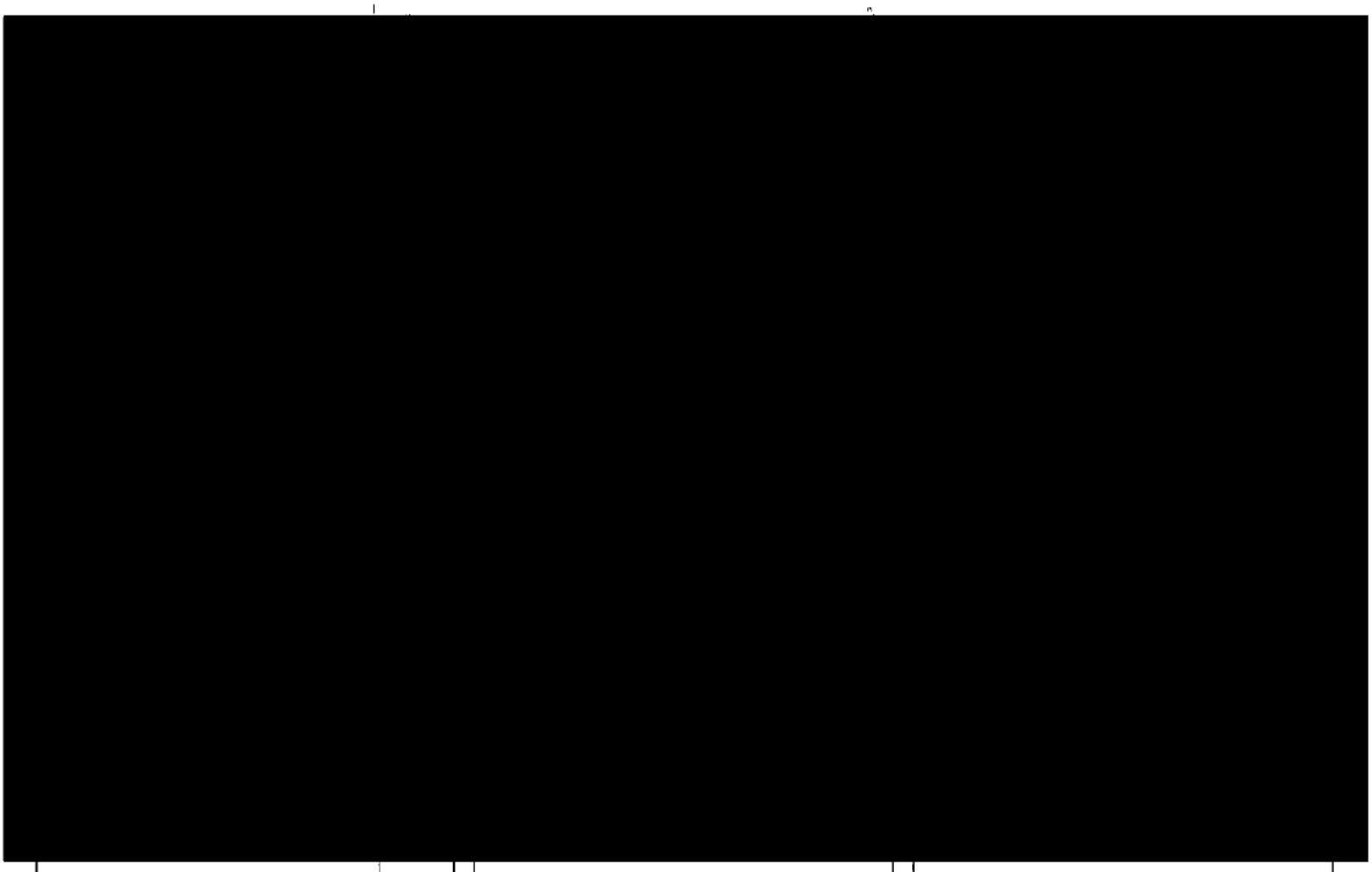
CIRCLE K STORE NO. 8244

5101 MOFFAT ROAD, MOBILE, ALABAMA

RESTER AND COLEMAN

[redacted]

DWG BY	DATE	REVISIONS						SCALE
M.F.W.	3-3-89	BY	DATE	BY	DATE	BY	DATE	1" = 10'
CHK'D BY	DATE							FILE NO.
D.F.C.	3-8-89							S-50



Planning Commission
May 21, 2026

Agenda Item # 10

ZON-UDC-003718-2026

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

Applicant Materials for Consideration

DETAILS

Location:
5101 Moffett Road

Applicant / Agent:
MYMS, Inc. / Walid George Harb

Property Owner:
MYMS, Inc.

Current Zoning:
B-2, Neighborhood Business Suburban District

Proposed Zoning:
B-3, Community Business Suburban District

Future Land Use:
Mixed Commercial Corridor

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Proposal:

- Rezoning from B-2 Suburban to B-3 Suburban
- **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 two (2) conditions.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 6
Exhibits 7

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL

The site is surrounded by residential and commercial units.

APPLICATION NUMBER 10 DATE May 21, 2026

APPLICANT MYMS, Inc. (Walid George Harb, Agent)

REQUEST Rezoning From B-2 To B-3

N

NTS

SITE HISTORY

The subject site was originally part of Lot C of the Mandrell's Subdivision, the plat of which was recorded in the Mobile County Probate Court in April 1937.

The site was annexed into the City of Mobile in 1956 and initially assigned a C-1, Neighborhood Business District zoning classification. With the adoption of the 1967 Zoning Ordinance, the property was rezoned to B-2, Neighborhood Business District, a designation it has retained through the adoption of the Unified Development Code (UDC) in 2023.

The property was developed in the 1960s for use as a convenience store with gasoline sales. However, city directories, aerial imagery, and Google Street View indicate that the site has been vacant since at least 2000.

Since the recording of the Mandrell's Subdivision plat in 1937, subsequent development in the area has resulted in shifts to lot lines without Planning Commission approval. As a result, many lots, including the subject site, are no longer consistent with the recorded subdivision plat and now utilize metes-and-bounds legal descriptions.

At its February 19, 2026, meeting, the Planning Commission considered a request to rezone the property from B-2 (Neighborhood Business Suburban District) to B-3 (Community Business Suburban District). Staff reported that the rezoning application had originally been submitted in September 2025 but remained incomplete due to repeated failures to satisfy the neighborhood meeting requirements of Article 5 of the UDC. Multiple neighborhood meetings were scheduled by the applicant between January 5 and January 29, 2026; however, staff determined that the meetings either did not occur, were improperly scheduled, exceeded the distance requirements, or were not conducted within an approved building as required by the UDC. Because the neighborhood meeting requirements had not been satisfied, staff advised that the application must be held over until a meeting could be conducted in full compliance with Article 5, Section 64-5-4 of the UDC. Staff also advised the applicant that, pursuant to Article 5, Section 64-5-4.E.4.(b), holdovers resulting from the failure to submit required documentation are subject to a fee equal to the initial application fee, including postage.

Rather than proceeding with a holdover, the applicant allowed the original rezoning application to expire. After six (6) months with no further action taken, the application expired in accordance with the UDC. The applicant subsequently submitted a new rezoning application and successfully satisfied the neighborhood meeting requirements of Article 5 of the UDC, allowing the current rezoning request to proceed for review.

There are no other Planning Commission or any 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 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 applicant requests rezoning of the subject property from B-2, Neighborhood Business Suburban District, to B-3, Community Business Suburban District to allow use of the site as an automobile dealership with automobile repair services. A detailed description and justification of the request are provided in the applicant's narrative, which is 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 east and west. Properties to the north, across Moffett Road, are zoned B-1, Buffer Business Suburban District, B-2, Neighborhood Business Suburban District, and B-3, Community Business Suburban District. Properties to the south, across Overlook Road, are zoned R-1, Single-Family Residential Suburban District.

Uses along Moffett Road near this location include restaurants with drive-thru service, general retail sales, self-service storage facilities, and several medical clinics. Uses along Overlook Road near this location include general retail sales, restaurants with drive-thru service, a medical clinic, and a child day care; however, single-family residential development is the predominant use along this section of Overlook Road. Apart from the self-service storage facilities—which require a minimum zoning classification of B-3—the predominant uses along Moffett Road near this location are permitted in and generally compatible with a B-2 zoning classification.

The applicant states that rezoning the property to allow an automobile dealership with automobile repair services is consistent with the commercial character of the Moffett Road corridor and will fit harmoniously with surrounding properties, thereby supporting the corridor's role as an active commercial area. The applicant further indicates that landscaping and buffering improvements will be provided along street frontages and any adjoining residential properties, as required.

The applicant also asserts that the proposal is consistent with the property's Mixed Commercial Corridor (MCC) future land use designation. This designation supports a variety of retail and service uses intended to serve both surrounding neighborhoods and the broader community.

The Map for Mobile Comprehensive Plan does support B-3 zoning within areas designated as Mixed Commercial Corridor. However, the MCC designation is intended to accommodate a wide range of retail, service, and entertainment uses while acknowledging existing commercial development along Mobile's transportation corridors, often in conventional strip patterns or shorter concentrated segments. New development and redevelopment within MCCs are encouraged to enhance design quality, improve connectivity to surrounding neighborhoods, strengthen streetscapes, and improve mobility and accessibility for all users. Primary uses include commercial and office, with secondary uses including multi-family residential, civic, and park uses.

The site plan submitted by the applicant depicts the existing building, nine (9) off-street parking spaces, and a proposed dumpster location. Building plans and elevation drawings illustrate an automobile service garage containing three (3) service bays, two (2) offices, a lobby, and one (1) restroom. No additional site improvements are proposed; existing paved areas are to be utilized for parking and vehicle maneuvering, and no inventory areas for automobile sales are shown.

While the proposal does not include work that would trigger compliance with current zoning requirements—such as residential protection buffer standards—the submitted site plan does not reflect the landscaping and buffering improvements referenced in the applicant's narrative.

The site has frontage along both Moffett Road and Overlook Road and will continue to facilitate cross-access between the two streets.

If approved, any additional site improvements proposed by the applicant must be illustrated on a revised site plan submitted with the required permits for the proposed building improvements. The proposed dumpster must comply with the placement and enclosure standards of Article 3 of the Unified Development Code (UDC), and those details must also be provided during permit review.

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

REZONING CONSIDERATIONS

Standards of Review:

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

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

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

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

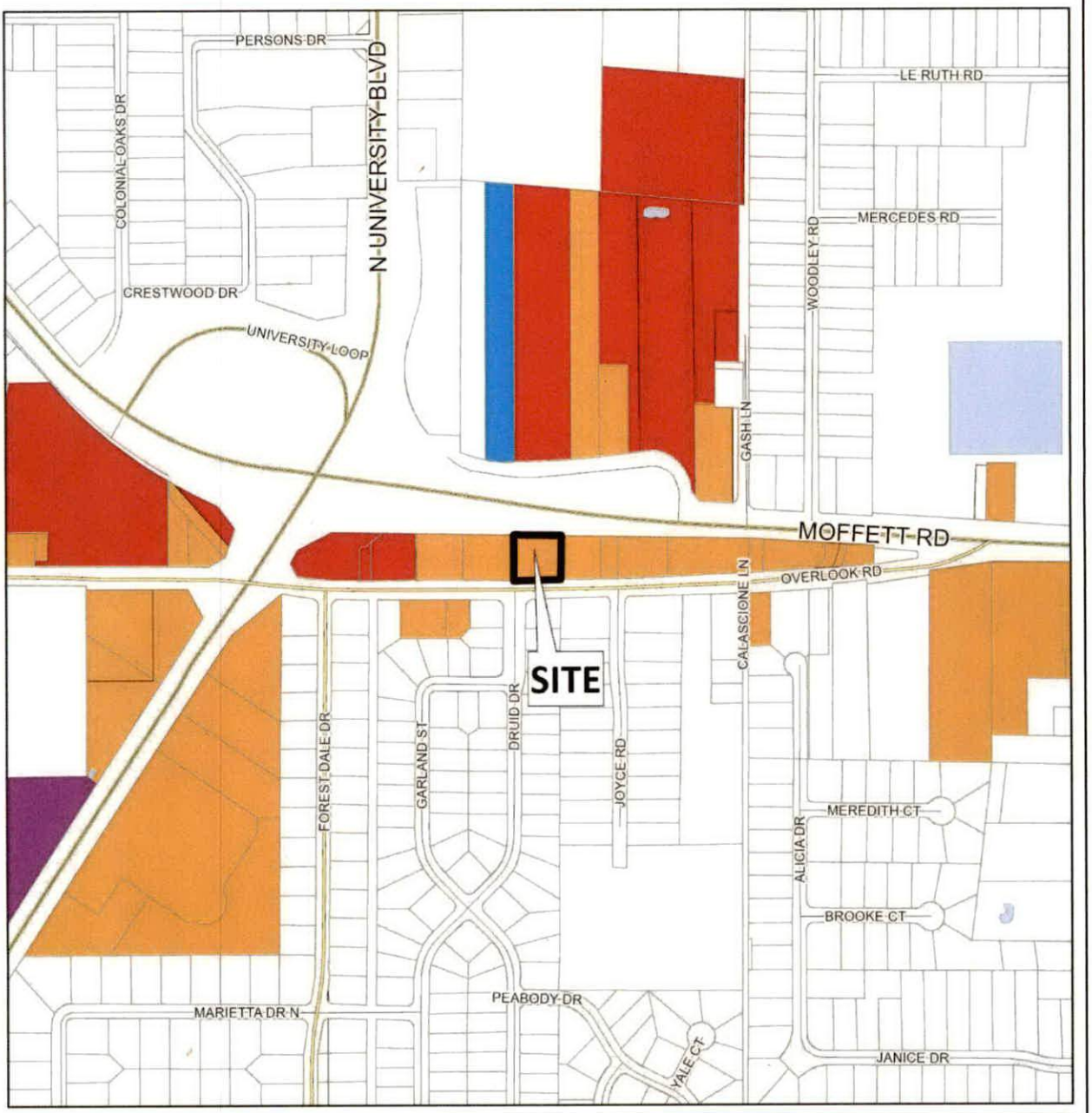
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

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

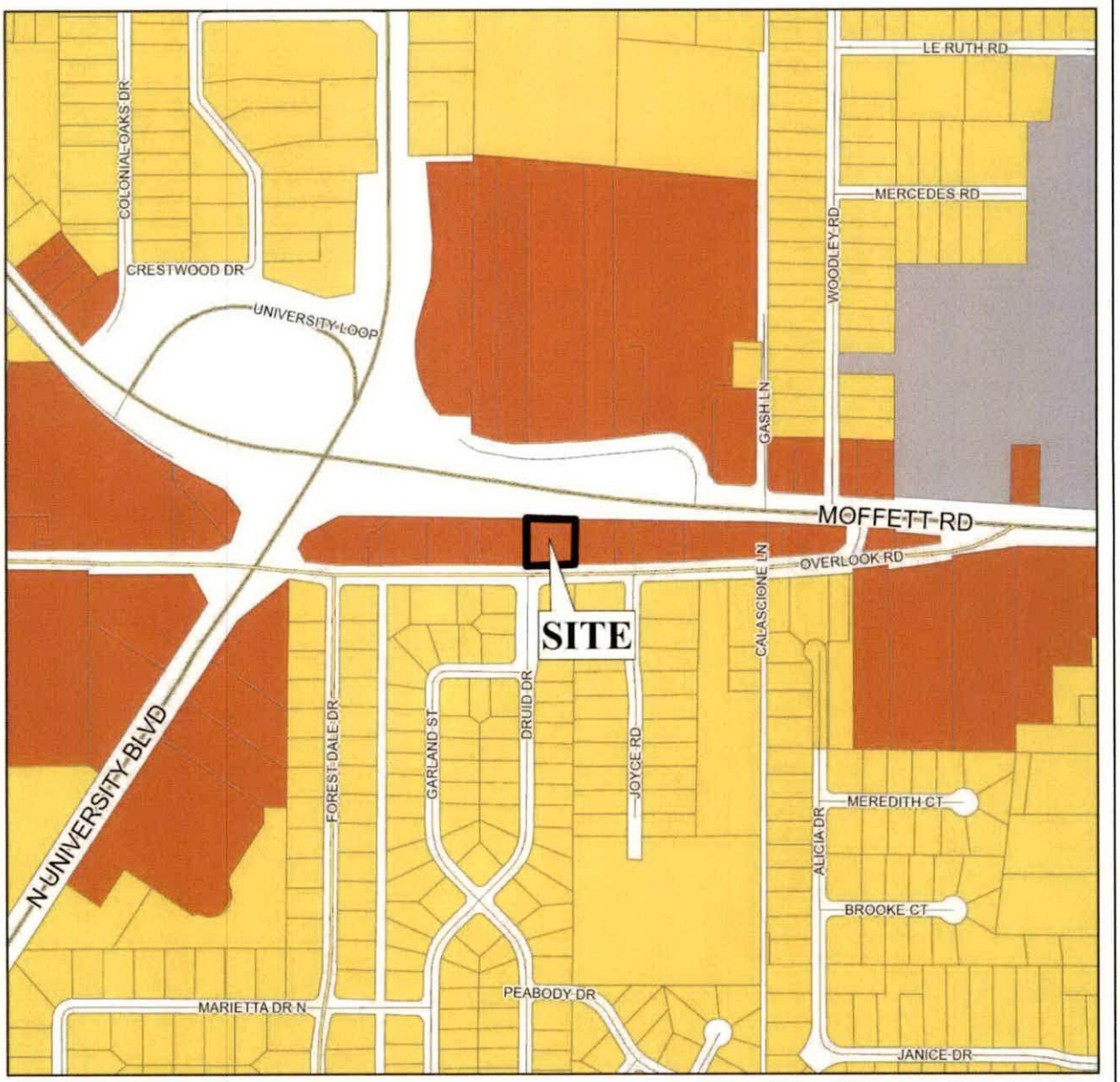
1. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and,
2. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 10 DATE May 21, 2026	N
APPLICANT MYMS, Inc. (Walid George Harb, Agent)	
REQUEST Rezoning From B-2 To B-3	NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 10 DATE May 21, 2026

APPLICANT MYMS, Inc. (Walid George Harb, Agent)

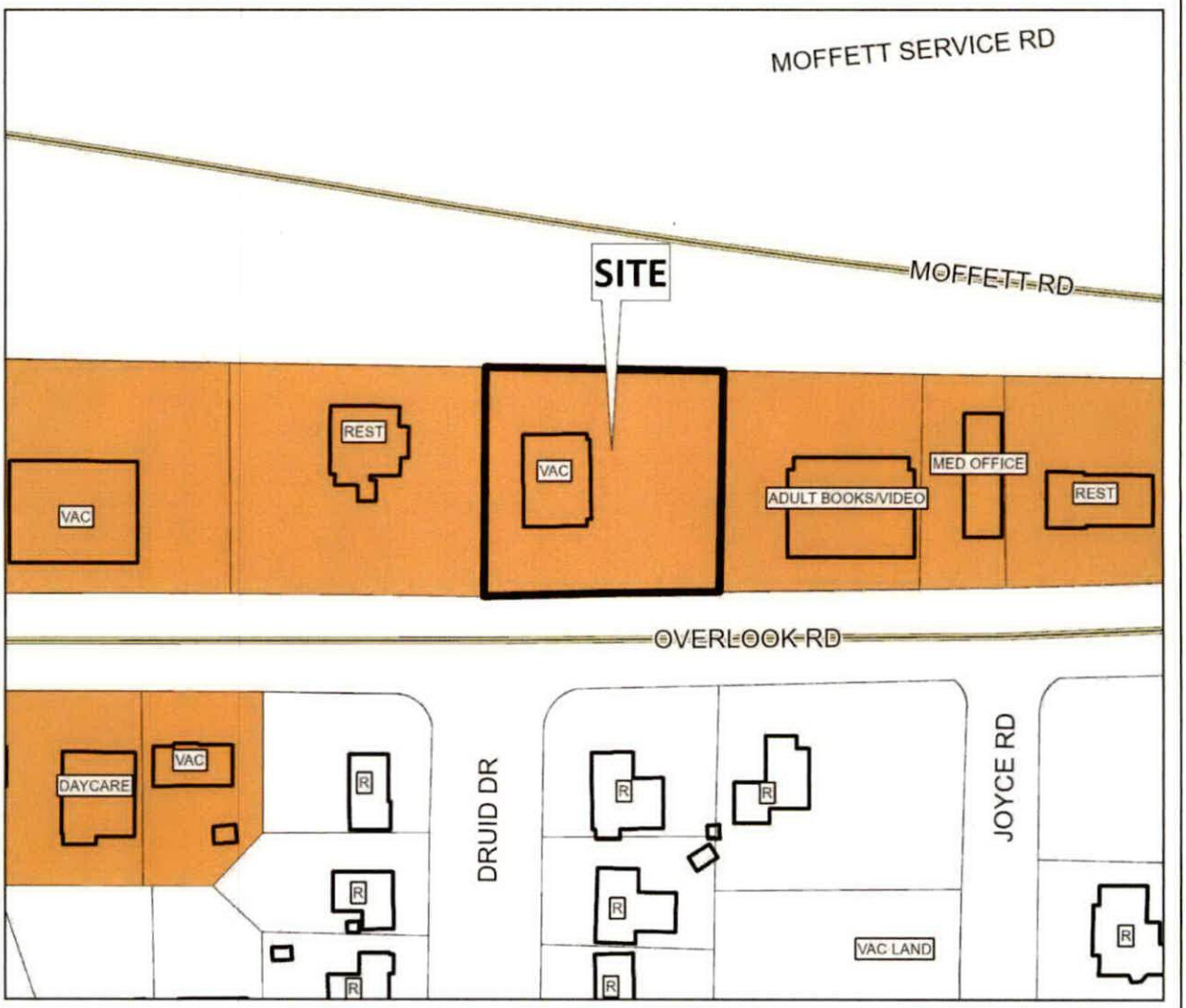
REQUEST Rezoning From B-2 To B-3

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential and commercial units.

APPLICATION NUMBER 10 DATE May 21, 2026

APPLICANT MYMS, Inc. (Walid George Harb, Agent)

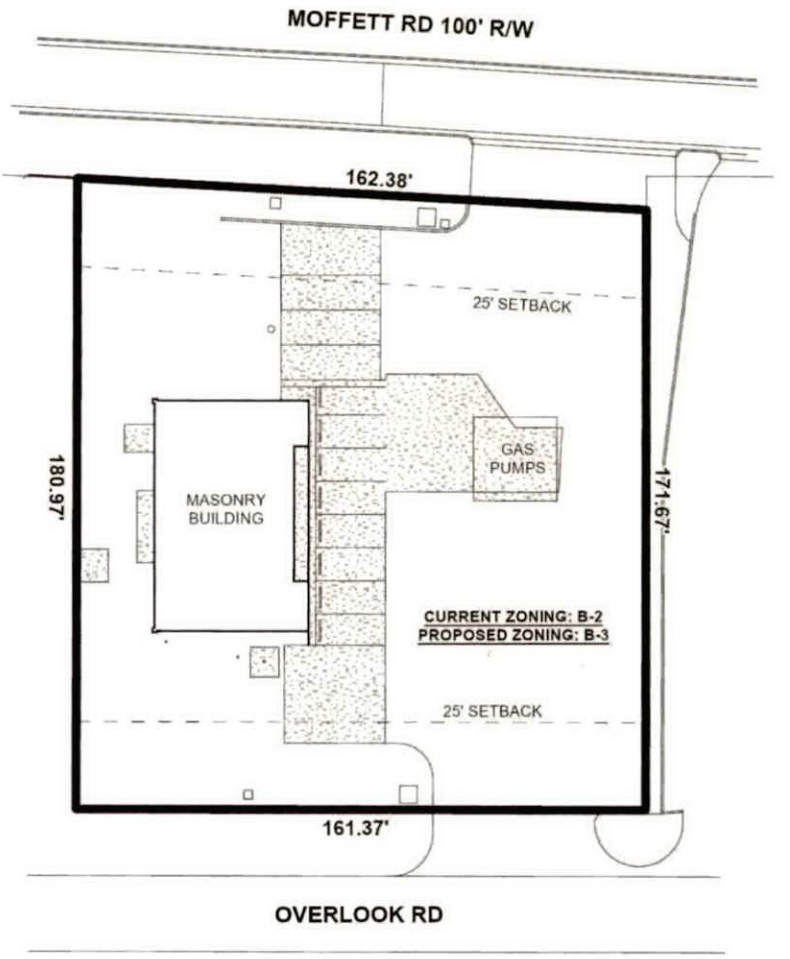
REQUEST Rezoning From B-2 To B-3

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

N

NTS

SITE PLAN



The site plan illustrates existing buildings, setbacks, and drives.

APPLICATION NUMBER 10 DATE May 21, 2026 APPLICANT MYMS, Inc. (Walid George Harb, Agent) REQUEST Rezoning From B-2 To B-3	N NTS

FUTURE LAND USE MAP CORRESPONDENCE TO ZONING

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

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

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

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

Zoning correspondence matrix

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

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

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

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

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

MIXED COMMERCIAL CORRIDOR (MCC)

This land use designation mostly applies to transportation corridors west of I-65 serving primarily the low-density (suburban) residential neighborhoods. MCC includes a wide variety of retail, services and entertainment uses. This designation acknowledges existing commercial development that is spread along Mobile's transportation corridors in a conventional strip pattern or concentrated into shorter segments of a corridor.

Development Intent

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

Land use mix

Primary Uses

- Commercial
- Office

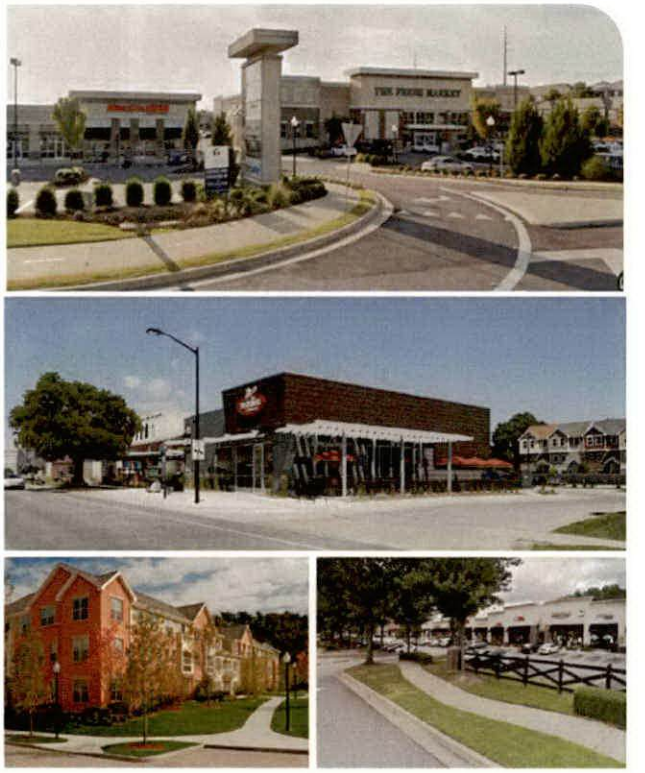
Secondary Uses

- Residential, Multifamily
- Residential, Attached
- Civic
- Parks

Housing mix

- Multifamily buildings
- Attached residential such as duplexes, multiplexes, and townhomes

Character Example



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 for Property
Located at 2609 and 2651 Spring Hill Avenue,
152, 157, 158, and 159 Mobile Street, and 144 Hyland Avenue

Pursuant to Resolution of the Mobile, Alabama City Council adopted **June 9, 2026**, a public hearing will be held on the **14th** day of **July, 2026**, at 10:30 a.m., to consider adoption of an ordinance for the proposed rezoning for property located at 2609 and 2651 Spring Hill Avenue, 152, 157, 158, and 159 Mobile Street, and 144 Hyland Avenue from R-1, Single-Family Residential Urban District, and B-3, Community Business Suburban District, to B-1, Buffer Business Urban 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 1
BEGINNING AT AN IRON PIN FOUND AT THE NORTHWEST CORNER OF LOT 1, DUMAS WESLEY WEST 1ST ADDITION, AS RECORDED IN MAP BOOK 84, PAGE 89, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, RUN THENCE NORTH 08°27'21" EAST, 209.85 FEET TO AN IRON PIN; THENCE RUN SOUTH 83°24'18" EAST, 144.50 FEET TO AN IRON PIN ON THE WEST RIGHT-OF-WAY LINE OF MOBILE AVENUE; THENCE RUN SOUTH 05°33'38" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, 197.80 FEET TO AN "X" CHISLED IN CONCRETE; THENCE RUN NORTH 87°48'39" WEST, ALONG THE NORTH LINE OF LOT 1 OF SAID DUMAS WESLEY WEST 1ST ADDITION, 155.35 FEET TO THE POINT-OF-BEGINNING. TRACT CONTAINS 0.70 ACRES, MORE OR LESS.

LOT 2
BEGINNING AT AN IRON PIN FOUND AT THE NORTHWEST CORNER OF DUMAS WESLEY EAST SUBDIVISION, AS RECORDED IN MAP BOOK 84, PAGE 90, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY,
ALABAMA, RUN THENCE NORTH 06°01'37" EAST, ALONG THE EAST RIGHT-OF-WAY LINE OF MOBILE STREET, 241.30 FEET TO AN IRON PIN; THENCE RUN SOUTH 68°07'27" EAST, 150.65 FEET TO AN IRON PIN; THENCE RUN NORTH 05°22'54" EAST, 204.70 FEET TO A CRIMP TOP IRON PIPE ON THE SOUTH RIGHT-OF-WAY LINE OF SPRINGHILL AVENUE; THENCE RUN SOUTH 64°37'55" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID SPRINGHILL AVENUE, 219.05 FEET TO AN "X" CHISLED IN CONCERTE WALKWAY AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF SAID SPRINGHILL AVENUE AND THE WEST RIGHT OF-WAY LINE OF HYLAND AVENUE; THENCE RUN SOUTH 05°33'57" WEST, ALONG THE

WEST RIGHT-OFWAY LINE OF SAID HYLAND AVENUE, 273.00 FEET TO A CRIMP TOP IRON PIPE AT THE NORTHEAST CORNER OF LOT 7 OF HYLAND PLACE AS RECORDED IN DEED BOOK 111, PAGE 1; THENCE RUN NORTH 84°24'42" WEST, ALONG THE NORTH LINE OF SAID LOT 7 OF HYLAND PLACE, 204.95 FEET TO A CRIMP TOP IRON PIPE AT THE NORTHWEST CORNER OF SAID LOT 7; THENCE RUN SOUTH 05°31'07" WEST, ALONG THE WEST LINE OF LOTS 7, 8 AND 9 OF SAID HYLAND PLACE, 56.75 FEET TO AN IRON PIN AT THE NORTHEAST CORNER OF LOT 1 OF SAID DUMAS WESLEY EAST SUBDIVISION; THENCE RUN NORTH 84°21'04" WEST, ALONG THE NORTH LINE OF LOT 1 OF SAID DUMAS WESLEY EAST SUBDIVISION, 147.05 FEET TO THE POINT-OFBEGINNING. TRACT CONTAINS 2.20 ACRES, MORE OR LESS.

LOT 3
BEGINNING AT AN IRON PIN AT THE NORTHWEST CORNER OF LOT 81 OF HYLAND PLACE SUBDIVISION, AS RECORDED IN DEED BOOK 111, PAGE 1, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, RUN THENCE NORTH 05°46'48" EAST, ALONG THE EAST RIGHT-OF-WAY LINE OF HYLAND AVENUE, 66.50 FEET TO A CRIMP TOP IRON PIPE; THENCE RUN NORTH 05°33'37" EAST, CONTINUING ALONG THE EAST RIGHT-OF-WAY LINE OF SAID HYLAND AVENUE, 213.90 FEET TO A CRIMP TOP IRON PIPE ON THE SOUTH RIGHT-OF-WAY LINE OF SPRINGHILL AVENUE; THENCE RUN SOUTH 64°35'06" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID SPRINGHILL AVENUE, 205.95 FEET TO AN IRON PIN; THENCE RUN SOUTH 04°05'18" WEST, 204.65 FEET TO AN OPEN TOP IRON PIPE AT THE NORTHEAST CORNER OF SAID LOT 81 OF HYLAND PLACE SUBDIVISION; THENCE RUN NORTH 86°07'44" WEST, ALONG THE NORTH LINE OF SAID LOT 81, 199.35 FEET TO THE POINT-OF-BEGINNING. TRACT CONTAINS 1.09 ACRES, MORE OR LESS.

The classification of said property is hereby changed from Single-Family Residential Urban District (R-1) and Community Business Urban District (B-3), to Buffer Business Urban District (B-1), 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-1, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in an B-1, until all of the conditions have been complied with: 1. Completion of the Subdivision process; 2. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the 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 14th day of July, 2026 at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 17th day of June, 2026 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **2609 and 2651 Spring Hill Avenue, 152, 157, 158, and 159 Mobile Street, and 144 Hyland Avenue.**

The proposed amendment to the Unified Development Code changes the classification of the subject property from **Single-Family Residential Urban District (R-1) and Community Business Urban District (B-3), to Buffer Business Urban District (B-1)**. 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-1** 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-1** districts until the following conditions have been complied with: 1. Completion of the Subdivision process; 2. 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 1
BEGINNING AT AN IRON PIN FOUND AT THE NORTHWEST CORNER OF LOT 1, DUMAS WESLEY WEST 1ST ADDITION, AS RECORDED IN MAP BOOK 84, PAGE 89, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, RUN THENCE NORTH 08°27'21" EAST, 209.85 FEET TO AN IRON PIN; THENCE RUN SOUTH 83°24'18" EAST, 144.50 FEET TO AN IRON PIN ON THE WEST RIGHT-OF-WAY LINE OF MOBILE AVENUE; THENCE RUN SOUTH 05°33'38" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, 197.80 FEET TO AN "X" CHISLED IN CONCRETE; THENCE RUN NORTH 87°48'39" WEST, ALONG THE NORTH LINE OF LOT 1 OF SAID DUMAS WESLEY WEST 1ST ADDITION, 155.35 FEET TO THE POINT-OF-BEGINNING. TRACT CONTAINS 0.70 ACRES, MORE OR LESS.

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BEGINNING AT AN IRON PIN AT THE NORTHWEST CORNER OF LOT 81 OF HYLAND PLACE SUBDIVISION, AS RECORDED IN DEED BOOK 111, PAGE 1, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, RUN THENCE NORTH 05°46'48" EAST, ALONG THE EAST RIGHT-OF-WAY LINE OF HYLAND AVENUE, 66.50 FEET TO A CRIMP TOP IRON PIPE; THENCE RUN NORTH 05°33'37" EAST, CONTINUING ALONG THE EAST RIGHT-OF-WAY LINE OF SAID HYLAND AVENUE, 213.90 FEET TO A CRIMP TOP IRON PIPE ON THE SOUTH RIGHT-OF-WAY LINE OF SPRINGHILL AVENUE; THENCE RUN SOUTH 64°35'06" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID SPRINGHILL AVENUE, 205.95 FEET TO AN IRON PIN; THENCE RUN SOUTH 04°05'18" WEST, 204.65 FEET TO AN OPEN TOP IRON PIPE AT THE NORTHEAST CORNER OF SAID LOT 81 OF HYLAND PLACE SUBDIVISION; THENCE RUN NORTH 86°07'44" WEST, ALONG THE NORTH LINE OF SAID LOT 81, 199.35 FEET TO THE POINT-OF-BEGINNING. TRACT CONTAINS 1.09 ACRES, MORE OR LESS.

The classification of said property is hereby changed **from Single-Family Residential Urban District (R-1) and Community Business Urban District (B-3), to Buffer Business Urban District (B-1),** 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-1,** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in an **B-1,** until all of the conditions have been complied with: 1. Completion of the Subdivision process; 2. Full compliance with all municipal codes and ordinances.

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

Adopted:

_____

Lisa Lambert, City Clerk

Mark Vereen, Clark, Geer, Latham & Associates, Inc.
2609 and 2651 Spring Hill Avenue, 152, 157, 158, and 159 Mobile Street, and 144 Hyland Avenue
Council District 1
Cory Penn

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

June 2, 2026
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **May 21, 2026**, considered the request of **Mark Vereen, Clark, Geer, Latham & Associates, Inc.,** for a change in zoning from **Single-Family Residential Urban District (R-1) and Community Business Urban District (B-3), to Buffer Business Urban District (B-1),** for the property located at **2609 and 2651 Spring Hill Avenue, 152, 157, 158, and 159 Mobile Street, and 144 Hyland Avenue**.

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

1. Completion of the Subdivision process;
2. Full compliance with all municipal codes and ordinances.

Copies of the application and report are attached.

Sincerely,

D. Logan Anderson
Principal Planner II, Planning and Zoning

maf
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

May 22, 2026

Mark Vereen
Clark, Geer, Latham & Associates, Inc.
[redacted]

Re: 2609 and 2651 Spring Hill Avenue, 152, 157, 158, and 159 Mobile Street, and 144 Hyland Avenue
ZON-UDC-003727-2026
Mark Vereen, Clark, Geer, Latham & Associates, Inc.
District 1
Rezoning from Single-Family Residential Urban District (R-1) and Community Business Urban District (B-3), to Buffer Business Urban District (B-1)

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

At its meeting on May 21, 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-1, Buffer Business Urban 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 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) 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-1, Buffer Business Urban District**, to the City Council, subject to the following conditions:

1. Completion of the Subdivision process;
2. Full compliance with all municipal codes and ordinances.

[redacted]

ZON-UDC-003727-2026 2609 and 2651 Spring Hill Avenue, 152, 157, 158, and 159 Mobile Street, and 144 Hyland Avenue
May 22, 2026

The advertising fee for this application based on the current legal description is **$486.02**. 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.

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: D. Logan Anderson

D. Logan Anderson
Principal Planner II, Planning and Zoning

[redacted]

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:	Mark Vereen	
Email:	Clark, Geer, Latham & Associates, Inc.	
Phone:	[redacted]	
Email:		
Name:		

[redacted]

	Owner	Design Professional
Name:	Covenant Presbyterian Church of Mobile, Inc.	Thomas E. Latham
Firm:	-	Clark, Geer, Latham & Associates, Inc.
Phone:	[redacted]	
Email:		
Address:		

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

2651 Springhill Ave. Mobile, AL 36607 — Property Address

3.99 AC — Property Area (acres or square feet)

See parcel number sheet in submittal package.

Parcel Number(s) or Key Number(s)

R-1 % B-3 — Present Zoning or Transect District

B-1 — Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

Owner Signature — 04/17/2026 Date

Applicant or Agent Signature (if applicable) — 04/17/2026 Date

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

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

Applicant or Agent Signature — 04/17/2026 Date

[redacted]

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.

Rezoning from R-1 & B-3 to B-1.

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

Traffic Consultant is in talks with ALDOT & Traffic Engineering to further determine Traffic Study requirements.

NH Meeting is taking place 04/30/26. Meeting Packet will be submitted after Planning Commission Application submittal.

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

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

The project maintains a strong neighborhood presence and responds to the visual and functional needs of the public realm along Spring Hill corridor. The church is the same tenant that has occupied this land for decades, so surrounding properties can rest assure that they will not have a new neighbor coming into the neighborhood. Covenant Church is proposing to reinvigorate and expand their campus with the new church build and impervious parking lots to accommodate church goers and staff. The rezoning to B-1 will allow for seamless permitting and approved uses for the proposed developments, along with connectivity of abutting Business zoned properties.

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

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

The proposed rezoning promotes the community's health, safety, and welfare by providing a space for services and programs that support residents physical, emotional, and social well-being. The church itself is considered a safe haven and a staple of the neighborhood. .The site will be developed in compliance with all applicable codes, ensuring safe access, adequate parking, and proper infrastructure. Additionally, the presence of an active, well-maintained use contributes to neighborhood stability and security. Overall, the proposal enhances quality of life by fostering community connection, providing support services, and maintaining a safe and orderly environment.

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

The amendment is driven by the need to modernize and improve an existing church property. While the use of the site is not changing, the current zoning does not fully accommodate updated facilities and improved parking design, as conditional use variances would be needed for R-1 zoning. Rezoning to B-1 will better align the zoning with the long-standing institutional use and allow for reinvestment in the property while maintaining compatibility with surrounding uses.

[redacted]

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.
   Development trends in the area are generally stable, with a mix of established residential and limited commercial uses. Recent activity has primarily involved reinvestment and updates to existing properties rather than significant new development. The proposed project is consistent with this pattern, focusing on improvement of an existing site rather than a change in use or intensity.

2. Describe the surrounding land uses.
   The surrounding land uses consist of R-1 to the south and east of the proposed eastern Hyland Ave. parking lot.
   The proposed parking lot along the west side of Mobile St. abuts B-3 to the North, R-1 to the West, and B-1 to the south.
   The main campus (between Mobile St. and Hyland Ave.) consists of a B-3 Chinese restaurant at the NW corner, a B-1 corridor on the Southwest side and R-1 on the Southeast side.

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.
   Potential adverse impacts on neighboring properties may include increased traffic during peak service times and additional site lighting. However, these impacts are expected to be minimal and can be effectively mitigated through thoughtful site planning and operations. Traffic impacts will be limited to specific times and managed with adequate on-site parking and safe access design, along with implementation of traffic directors if necessary (traffic guards, local police, sheriff, etc.). Noise will be controlled by limiting outdoor activities and adhering to local ordinances. Lighting will be designed to be downward-directed and shielded to prevent spillover onto adjacent properties. Required landscaping and buffering will also be incorporated to provide visual screening and maintain compatibility with surrounding uses. Overall, any potential impacts are minor and will be appropriately addressed to ensure compatibility with neighboring properties.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.
   The property is currently served by existing infrastructure, including MAWSS water, MAWSS sewer, City of Mobile stormwater systems, road access, and other utilities, which adequately support the ongoing church use. The proposed improvements are not expected to significantly increase demand beyond existing conditions.

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 serves the community's best interest by supporting continued use of the property as a place of worship and community gathering. The planned improvements will enhance safety, accessibility, and functionality for members and visitors. Reinvestment in the site also contributes to the overall quality and stability of the surrounding area without introducing a new or incompatible use.

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

N/A

[redacted]

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.

Neighborhood meeting notices were mailed to applicable surrounding addresses and Planning & Zoning P.O. Box on 04/15/2026. Signs 04/20/2026.

Neighborhood Meeting is scheduled for 04/30/2026. We will submit the filled out neighborhood packet when meeting has taken place.

This section applies to any of the following applications:

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

Please verify the following documentation is provided:

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

Neighborhood Meeting Proceedings:

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

2. What information was presented at the meeting?

3. What concerns were raised during the meeting?

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

[redacted]

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project: Covenant Presbyterian Church

Address: [redacted]

Owner: Covenant Presbyterian Church of Mobile, Inc.

[redacted]

Authorized Agent: Clark, Geer, Latham & Associates, Inc. c/o Mark Vereen

[redacted]

Contractor: Ben M. Radcliff Contractor, Inc.

[redacted]

Civil Engineer: Clark, Geer, Latham & Associates, Inc. c/o Thomas E. Latham

[redacted]

Architect: Quina Grundhoefer Architects c/o Carter Quina

[redacted]

Submitted by:

Signature

Mark Vereen, CGL

Print

04/16/2026

Date

Authorized Agent (On Behalf of Covenant Presbyterian Church)

Affiliation to project/Organization

[redacted]

CLARK | GEER | LATHAM
AND ASSOCIATES, INC.

04/16/2026

RE: Rezoning Request from R-1 (Single-Family Residential) and B-3 (Community Business District) to B-1 (Buffer Business District) and 3-Lot Subdivision

Project Location: 2651 Springhill Ave. Mobile, AL 36607 (Covenant Presbyterian Church)
Parcel Key Numbers: 00770473, 00770767, 00770758, 00770053, 00770062, 00770071, 00771169, 00771150, and 00771187
Applicant: Mark Vereen – Clark, Geer, Latham & Associates, Inc.
On Behalf of the Owner: Covenant Presbyterian Church of Mobile, Inc.

To the Planning Commission and Zoning Staff:

1. Project Overview

This application requests approval to rezone an existing church property and newly acquired surrounding parcels from R-1 (Single-Family Residential) and B-3 (Community Business District) to B-1 (Buffer Business District), along with a proposed three (3) lot subdivision.

The property is currently developed with an established church use. The proposed subdivision will create three separate lots to allow for concurrently phased construction of a new church campus consistent with B-1 zoning. The existing site use of religious activities is to remain the same.

2. Property Information

The subject property is currently split-zoned between R-1 and B-3, which creates inconsistencies in permitted uses and development standards across the site.

- **Existing Zoning:** R-1 and B-3
- **Proposed Zoning:** B-1 (Buffer Business District)
- **Current Use:** Church / Institutional
- **Proposed Action:** 3-lot subdivision with unified zoning designation

The property is bounded by Springhill Avenue to the north, a major arterial corridor under the jurisdiction of the Alabama Department of Transportation (ALDOT). Mobile Street and Hyland Avenue provide north-south connectivity in the immediate area and function as local streets linking residential and commercial areas. The surrounding area consists of a mix of residential uses and commercial development, creating a transitional land use environment.

[redacted]

3. Justification / Rationale

The requested rezoning is appropriate and justified based on the following:

A. Elimination of Split Zoning
The current dual zoning designation is impractical and limits cohesive development. Rezoning to a single B-1 classification establishes consistent standards across the entire property.

B. Transitional Zoning Along a Major Corridor
The subject site's proximity to Springhill Avenue, a high-traffic arterial corridor, supports a zoning classification that accommodates limited commercial activity while protecting nearby residential areas. B-1 zoning is specifically intended to function as a transition between higher-intensity corridors and lower-density neighborhoods.

C. Continuation of Existing B-1 Zoning Pattern
As illustrated in the existing zoning map, attached to the last page of this letter, there is an established corridor of B-1 zoning located directly south of the subject property. The proposed rezoning will extend this existing B-1 district northward, creating a more cohesive and continuous zoning pattern. This eliminates isolated zoning pockets and reinforces a logical progression of land uses from the Springhill Avenue corridor into the surrounding neighborhood.

D. Downzoning of Existing Commercial Entitlement
A portion of the property is currently zoned B-3, which permits more intensive commercial uses typically associated with major corridors. Rezoning to B-1 represents a reduction in allowable intensity, thereby limiting potential impacts and creating a more appropriate interface with adjacent residential properties.

E. Internal Street Network and Neighborhood Context
Mobile Street and Hyland Avenue serve as local connectors between Springhill Avenue and the surrounding residential area. The proposed B-1 zoning ensures that any future development along these streets remains low-intensity and compatible with neighborhood character.

F. Consistency with Development Patterns
The mix of uses in the surrounding area, combined with the influence of a major arterial corridor and an established B-1 district to the south, supports a buffer-type zoning classification. The proposed B-1 designation promotes orderly land use transition and reinforces appropriate development patterns.

4. Impact Assessment

The proposed rezoning and subdivision are not expected to negatively impact the surrounding area:

- **Traffic:**
  The property is currently developed and in active use as a church, with established access and circulation patterns. The proposed rezoning and subdivision do not introduce a new or more intensive use, but rather maintain and formalize existing conditions while allowing for limited,

[redacted]

low-intensity uses consistent with B-1 zoning. As such, no significant change in traffic patterns or volumes is anticipated.

- **Compatibility:**
  The property is currently occupied and operated by Covenant Presbyterian Church, and the proposed rezoning will not introduce a new or unfamiliar use to the surrounding neighborhood. The existing church use will remain, and any future development will occur under the same ownership and operational context. The proposed improvements represent a reinvestment in the property, including updated buildings and site enhancements, which will be consistent with the established institutional character of the site. Additionally, B-1 zoning restricts higher-intensity commercial uses, ensuring continued compatibility with adjacent residential areas accessed via Mobile Street and Hyland Avenue.

- **Noise, Lighting, and Scale:**
  Any future improvements will remain consistent with the existing institutional use and will occur within the more restrictive B-1 zoning framework, which limits building intensity and commercial activity compared to the existing partial B-3 designation. Site improvements, including any new construction or parking areas, will be designed in accordance with applicable City of Mobile regulations related to lighting, buffering, and setbacks. These standards are intended to minimize spillover lighting, control building scale, and ensure appropriate transitions to adjacent residential properties. As a result, the overall character of the site is expected to remain compatible with the surrounding neighborhood while reflecting reinvestment in the property.

- **Infrastructure and Access:**
  The site benefits from existing access to a major arterial (Spring Hill Avenue) and a supporting local street network. Any future development will comply with all applicable City of Mobile and ALDOT access and infrastructure requirements.

- **Subdivision:**
  The proposed 3-lot subdivision will allow for orderly development and ensure each lot can independently meet zoning and development standards.

[redacted]

Conclusion

The requested rezoning from R-1 and B-3 to B-1, together with the proposed subdivision, represents a logical and appropriate land use decision. It eliminates split zoning, reduces development intensity, and establishes a compatible transition between a major arterial corridor and adjacent residential neighborhoods.

Approval of this application will support orderly development and is consistent with sound planning principles and the public interest.

Sincerely,

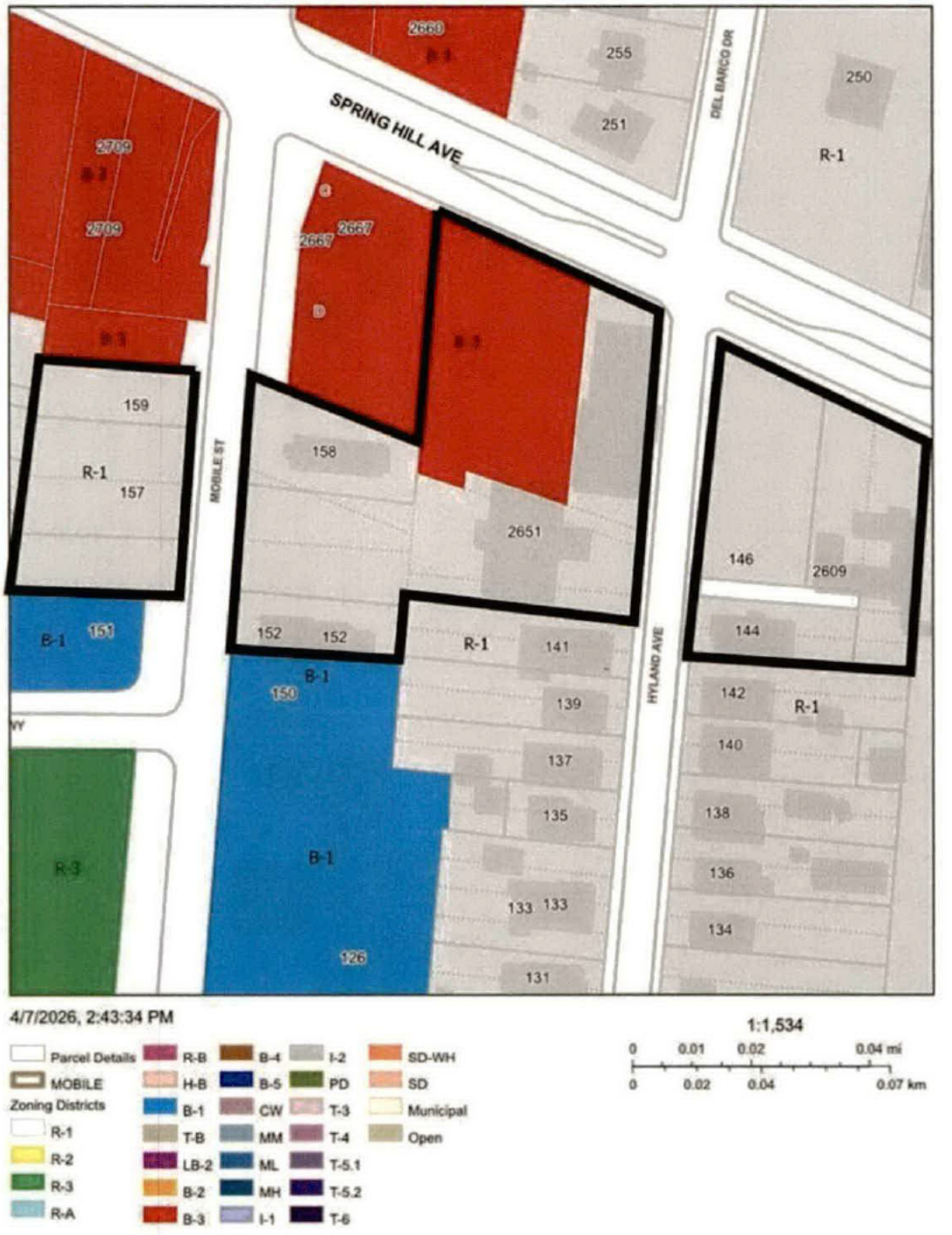
Mark Vereen

[redacted]

CLARK | GEER | LATHAM
AND ASSOCIATES, INC.

[redacted]

Zoning Web Map



[redacted]

Legal Description of 3-Lot Subdivision

LOT 1

BEGINNING AT AN IRON PIN FOUND AT THE NORTHWEST CORNER OF LOT 1, DUMAS WESLEY WEST 1ST ADDITION, AS RECORDED IN MAP BOOK 84, PAGE 89, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, RUN THENCE NORTH 08°27'21" WEST, 209.85 FEET TO AN IRON PIN; THENCE RUN SOUTH 83°24'18" EAST, 144.50 FEET TO AN IRON PIN ON THE WEST RIGHT-OF-WAY LINE OF MOBILE AVENUE; THENCE RUN SOUTH 05°33'38" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, 197.80 FEET TO AN "X" CHISLED IN CONCRETE; THENCE RUN NORTH 87°48'39" WEST, ALONG THE NORTH LINE OF LOT 1 OF SAID DUMAS WESLEY WEST 1ST ADDITION, 155.35 FEET TO THE POINT-OF-BEGINNING. TRACT CONTAINS 0.70 ACRES, MORE OR LESS.

LOT 2

BEGINNING AT AN IRON PIN FOUND AT THE NORTHWEST CORNER OF DUMAS WESLEY EAST SUBDIVISION, AS RECORDED IN MAP BOOK 84, PAGE 90, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, RUN THENCE NORTH 06°01'37" EAST, ALONG THE EAST RIGHT-OF-WAY LINE OF MOBILE AVENUE, 241.30 FEET TO AN IRON PIN; THENCE RUN SOUTH 68°07'27" EAST, 150.65 FEET TO AN IRON PIN; THENCE RUN NORTH 05°22'54" EAST, 204.70 FEET TO A CRIMP TOP IRON PIPE ON THE SOUTH RIGHT-OF-WAY LINE OF SPRINGHILL AVENUE; THENCE RUN SOUTH 64°37'55" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID SPRINGHILL AVENUE, 219.05 FEET TO AN "X" CHISLED IN CONCERTE WALKWAY AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF SAID SPRINGHILL AVENUE AND THE WEST RIGHT-OF-WAY LINE OF HYLAND AVENUE; THENCE RUN SOUTH 05°33'57" WEST, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID HYLAND AVENUE, 273.00 FEET TO A CRIMP TOP IRON PIPE AT THE NORTHEAST CORNER OF LOT 7 OF HYLAND PLACE AS RECORDED IN DEED BOOK 111, PAGE 1; THENCE RUN NORTH 84°24'42" WEST, ALONG THE NORTH LINE OF SAID LOT 7 OF HYLAND PLACE, 204.95 FEET TO A CRIMP TOP IRON PIPE AT THE NORTHWEST CORNER OF SAID LOT 7; THENCE RUN SOUTH 05°31'07" WEST, ALONG THE WEST LINE OF LOTS 7, 8 AND 9 OF SAID HYLAND PLACE, 56.75 FEET TO AN IRON PIN AT THE NORTHEAST CORNER OF LOT 1 OF SAID DUMAS WESLEY EAST SUBDIVISION; THENCE RUN NORTH 84°21'04" WEST, ALONG THE NORTH LINE OF LOT 1 OF SAID DUMAS WESLEY EAST SUBDIVISION, 147.05 FEET TO THE POINT-OF-BEGINNING. TRACT CONTAINS 2.20 ACRES, MORE OR LESS.

LOT 3

BEGINNING AT AN IRON PIN AT THE NORTHWEST CORNER OF LOT 81 OF HYLAND PLACE SUBDIVISION, AS RECORDED IN DEED BOOK 111, PAGE 1, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, RUN THENCE NORTH 05°46'48" EAST, ALONG THE EAST RIGHT-OF-WAY LINE OF HYLAND AVENUE, 66.50 FEET TO A CRIMP TOP IRON PIPE; THENCE RUN NORTH 05°33'37" EAST, CONTINUING ALONG THE EAST RIGHT-OF-WAY LINE OF SAID HYLAND AVENUE, 213.90 FEET TO A CRIMP TOP IRON PIPE ON THE SOUTH RIGHT-OF-WAY LINE OF SPRINGHILL AVENUE; THENCE RUN SOUTH 64°35'06" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID SPRINGHILL AVENUE, 205.95 FEET TO AN IRON PIN; THENCE RUN SOUTH 04°05'18" WEST, 204.65 FEET TO AN OPEN TOP IRON PIPE AT THE NORTHEAST CORNER OF SAID LOT 81 OF HYLAND PLACE SUBDIVISION; THENCE RUN NORTH 86°07'44" WEST, ALONG THE NORTH LINE OF SAID LOT 81, 199.35 FEET TO THE POINT-OF-BEGINNING. TRACT CONTAINS 1.09 ACRES, MORE OR LESS.

City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, Chris Estis, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of Covenant Presbyterian Church of Mobile, Inc., a corporation for the property located within the city limits of Mobile, Alabama at 2651 Springhill Ave.

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.

Mark Vereen (Clark, Geer, Latham & Associates, Inc.)

Carter Quina (Quina Grundhoefer Architects)

[redacted]

Signature of Company Owner

Date 4/10/26

[redacted]

Outlook

Covenant Presbyterian Church (Mark Vereen, Clark, Geer, Latham & Associates, Inc., Agent) (ZON-UDC-003727-2026)

[redacted]

Good Morning,

We have completed our review of the above Rezoning application. However, the following items must be addressed before the application can be deemed complete and scheduled for consideration:

1. **Owner Authorization:** A corporate letter of authorization signed by Chris Estis was submitted; however, we are unable to verify Mr. Estis's affiliation with Covenant Presbyterian Church of Mobile, Inc. Please provide one of the following to satisfy this requirement:
    - A revised authorization letter issued by Covenant Presbyterian Church of Mobile, Inc. explicitly authorizing Chris Estis to act on their behalf; or
    - Documentation confirming that Mr. Estis is an officer or authorized agent of Covenant Presbyterian Church of Mobile, Inc.
2. **Neighborhood Meeting Documentation:** Complete and compliant Neighborhood Meeting documentation must be submitted to the Planning and Zoning Department **by 4:30 PM on Wednesday, May 6, 2026**.
   Note: To date, we've received a PDF document with the draft of the neighborhood meeting notice, but a postmarked copy of the letter has not been received by the Planning and Zoning Department.
3. **DWG File Submission:** If you have not already done so, please submit the **DWG AutoCAD file** for the site plan to our GIS staff. For your convenience, **Tori Aamoth** has been copied on this message.

Once all the above items have been addressed, an invoice will be issued for the applicable application fees. Please be aware that the application **will not be considered complete** until all required materials are received **and** the invoice has been paid.

If all requirements are fulfilled **by noon on Tuesday, April 21, 2026**, the application will be considered **partially complete** and placed on the agenda for the **May 21, 2026,** Planning Commission meeting. If this deadline is not met, the application will be **held over** until it is complete.

Important:
If the required Neighborhood Meeting documentation is not received by **May 6, 2026**, the application

will be held over. A new Neighborhood Meeting may be required if the submitted documentation does not comply with the required submittal timeline.

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

Thank You,
Logan Anderson
Principal Planner II
Planning & Zoning
[redacted]

BUILDMOBILE

Outlook

Re: Covenant Presbyterian Church (Mark Vereen, Clark, Geer, Latham & Associates, Inc., Agent) (ZON-UDC-003727-2026)

[redacted]

Good afternoon,

As mentioned, we're in receipt of the requested authorization letter and DWG file(s) for the above-referenced Rezoning application and determined that it is **partially complete.**

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

1. **Neighborhood Meeting Documentation:**
   Complete and compliant Neighborhood Meeting documentation must be submitted to the Planning and Zoning Department **by 4:30 PM on Wednesday, May 6, 2026.**

If the application fees are paid **by noon on Tuesday, April 21, 2026**, the case will be scheduled for the **May 21, 2026, Planning Commission** agenda. However, please note that if the Neighborhood Meeting documentation is not received by the stated deadline, the application will be held until all outstanding requirements are satisfied.

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

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

Thank You,
Logan Anderson
Principal Planner II
Planning & Zoning
[redacted]
BUILDMOBILE

[redacted]

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.

Thanks!

Besides the neighborhood meeting packet (Due May 6th), which I will submit after the meeting has taken place, are we good on all other items?

Mark Vereen
[redacted]

[redacted]

Mark,

This will work just fine. I'll upload it to each case and work on those invoices. You'll receive two separate emails with that information shortly.

Thank You,
Logan Anderson
Principal Planner II
[redacted]

BUILDMOBILE

[redacted]

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

Logan,

Please let me know if this suffices as authentic documentation confirming that Mr. Estis is an officer or authorized agent of Covenant Presbyterian Church of Mobile, Inc.

Thanks,
Mark Vereen
[redacted]

[redacted]

Logan,

1.) I just reached out to the church to get a correct owner of authorization form generated for submission. As soon as I get that, I'll get it over to you.

2.) Neighborhood notice letters were mailed on the 15th. Let me get with our receptionist to see if she can provide me the receipt from the post office verifying this was mailed out. You should be receiving the letter at the P&Z PO Box if you have not already.

Signs are being installed on site right now. Will add photo verification of placement when the motherhood meeting packet is filled out fully. Meeting is scheduled for April 30th, 5:00pm.

3.) CAD files were emailed to planning@cityofmobile.org last night.

Thank you,
Mark Vereen

[redacted]

[redacted]

Some people who received this message don't often get email from dlogananderson@cityofmobile.gov. Learn why this is important

Good Morning,

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1. **Owner Authorization:** A corporate letter of authorization signed by Chris Estis was submitted; however, we are unable to verify Mr. Estis's affiliation with Covenant Presbyterian Church of Mobile, Inc. Please provide one of the following to satisfy this requirement:
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Important:
If the required Neighborhood Meeting documentation is not received **by May 6, 2026**, the application will be held over. A new Neighborhood Meeting may be required if the submitted documentation does not comply with the required submittal timeline.

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

Thank You,
Logan Anderson
Principal Planner II
Planning & Zoning

[redacted]

Notice of Neighborhood Meeting
[April 10th, 2026]

Dear Property Owner(s):

This letter is to inform you that a Neighborhood Meeting has been scheduled to discuss the following application(s) that **Mark Vereen (Clark Geer, Latham & Associates, Inc.), on behalf of Covenant Presbyterian Church,** will be submitting to the Mobile City Planning Commission:

(1) Planning Commission Rezoning Application [(Zoning Change to rezone the properties listed below from Single- Family Residential Urban District (R-1) to Buffer Business Urban District (B- 1)]. *Pictorial representation of parcels in question can be found on pg. 2 of this notice. Parcels inside black boundaries are listed below for rezoning.*

- 2651 Springhill Ave. Mobile, AL 36607
  - Portion of property rezone B-3 to B-1
- 152 Mobile St. Mobile, AL 36607
- 157 Mobile St. Mobile, AL 36607
- 158 Mobile St. Mobile, AL 36607
- 159 Mobile St. Mobile, AL 36607
- 144 Hyland Ave. Mobile, AL 36607
- 146 Hyland Ave. Mobile, AL 36607
- 2609 Springhill Ave. Mobile, AL 36607

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

April 30th, 2026
5:00 P.M.
2651 Springhill Ave. Mobile, AL 33607
(Covenant Presbyterian Church)

You are receiving this notice because your property is located within 300 feet **of 2651 Springhill Ave. Mobile, AL 36607**, 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,

Mark Vereen

[redacted]

Notice of Neighborhood Meeting
[April 10th, 2026]

Zoning Web Map

City of Mobile · Planning & Zoning

Neighborhood Meeting Cover Sheet

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

Date of Submittal: 05/01/2026

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):

05/01/2026

Neighborhood Meeting Date: 04/30/2026

Neighborhood Meeting Time: 5:00 PM

Neighborhood Meeting Location: [redacted] Covenant Presbyterian Church

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: Mark Vereen (Clark, Geer, Latham & Associates, Inc.)
(First Name & Last Name)

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

X _____ Date: 05/01/2026

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.

City of Mobile · Planning & Zoning

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

Applicability. Neighborhood Meetings are required for the following requests:

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

Timing. Neighborhood Meetings must be held as follows:

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

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

Notice

1. Signs.
   a. One (1) weatherproof sign needs to be placed on the property, per street frontage, or per 400 linear feet of street frontage (if the site has more than 400 feet of street frontage).
   b. Please see the enclosed example sign to determine what information is required to be placed on the sign(s). ***Minimum height for letters is four inches (4") for uppercase letters and three inches (3") for lowercase letters.**
   c. Signs are to be placed **no more than 30 days** before, and **no less than 10** calendar days before the Neighborhood Meeting. Signs must be removed within three (3) working days after the meeting.
2. Postal Notification.
   a. All property owners within 300 feet of the subject site, the Planning and Zoning Department, and the applicable City Council representative are required to be notified of the Neighborhood Meeting **no less than 15 days** before the meeting (see attached "how-to" guide to obtain this neighboring property owners' information).
   b. Postal notices must contain the following information:
      i. Type of application being submitted (Rezoning, Conditional Use, Planned Development, etc.);
      ii. A synopsis of the proposal; and
      iii. Time, date and location of the Neighborhood Meeting.
      iv. Applicant or agent's valid phone number and email address.

Proceedings of Neighborhood Meeting

1. Neighborhood Meetings must be held in a public or institutional building such as a school, library, community center, or similar facility, which will accommodate the anticipated attendance. The meeting shall be located near the proposed site but not more than a distance of one (1) mile from the proposed site. If there is no adequate facility to accommodate the meeting within such distance, then the meeting shall be held at the nearest available facility with the prior approval of the Director.
2. Neighborhood Meetings shall be held on weekdays, between the hours of 5:00 p.m. and 8:00 p.m. for at least one (1) hour in duration.
3. A Neighborhood Meeting must be scheduled to last at least one (1) hour, **even if no one is in attendance**.
4. At the Neighborhood Meeting, the applicant or their agent shall provide a complete overview of the proposed application, including a description of the project, and a complete explanation and details of the project sufficient enough for neighbors to gain an understanding of the application.
    a. For Conditional Use Permits and Planned Developments, a site plan and building elevations shall also be provided.

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

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

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

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

Neighborhood Meeting Checklist:

_X_ Neighborhood meeting scheduled not more than 60 days, and not less than 21 days, before the Planning Commission meeting date.

Posted 04/20/2026 _X_ Sign(s) posted on the subject property not more than 30 days, and not less than 10 days, before the Neighborhood Meeting.

_X_ Notices advertising the Neighborhood Meeting prepared and mailed to all property owners within 300 feet of the subject property, the Planning and Zoning Department, and the applicable City Council representative no less than 15 days before the meeting.

_X_ Neighborhood Meeting held.

_X_ All required Neighborhood Meeting documentation gathered and signed by the applicant/agent:

- _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

Removed 04/30/2026 after meeting _X_ Sign(s) removed from the subject property within three (3) working days after the Neighborhood Meeting.

_X_ All required meeting documentation submitted to the Planning and Zoning Department not less than 15 days before the Planning Commission meeting date.

Neighborhood Meeting

Date: 4/30/2026

Time: 5:00 pm

Location of Neighborhood Meeting: COVENANT PRESBYTERIAN 2651 SPRING HILL AVE., MOBILE, AL 36607

Project Location: 2651 SPRING HILL AVE.

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

REZONING FROM R1/B3 TO B-1

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

X [signature] Date: 05/01/2026

Please Sign In:

Name: FOSTER VEAZEY Email: [redacted]

Address: [redacted]

Name: Karen Ryder [redacted]

Name: MARK Holladay Email: [redacted]

Name: Janet Wilson Email: [redacted]

Neighborhood Meeting Sign-In Sheet

Date: 4/30/2026 **Meeting Location:** CPC

Applicant: _____ **Application(s):** _____

Name: Alisha Perkins [redacted] [redacted]

Name: Donald Beard Email: [redacted]

Name: Sallie Gaines Email: [redacted]

Name: [redacted] Email: [redacted]

Name: Pamela H. Gaines [redacted] [redacted]

Name: Basil Wallace Email: [redacted] [redacted]

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Neighborhood Meeting Summary

Meeting Date: 4/30/2026

Meeting Time: 5:00 PM

Meeting Location: COVENANT PRES. CHURCH

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

CONSTRUCTION OF (2) NEW PARKING LOTS, NEW SANCTUARY THAT WILL SEAT ~600 PEOPLE, A NEW FELLOWSHIP HALL, AND REFURBISHMENT OF EXISTING FACILITIES

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

NONE DISTRIBUTED, BUT A ZONING MAP & RENDERINGS WERE SHOWN ON A PROJECTOR

(Snacks & waters were provided)

Please attach copies of the distributed information to this summary.

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

CGL

- MARK VEREEN (~~ARCHITECT~~) OUTLINED THE REQUEST TO RE-ZONE (3) PLATS TO B-1
- MARK VEREEN OUTLINED THE TIMELINE
- BRAD HOFFMAN (ELDER) SHOWED RENDERINGS & GAVE AN OVERVIEW OF PROPOSED CONSTRUCTION
- QUESTIONS WERE ASKED BY THOSE IN ATTENDANCE & ANSWERED BY MARK & BRAD

Neighborhood Meeting Summary

Date: 04/30/2026 **Meeting Location:** Covenant Presbyterian Church

Applicant: Mark Vereen, CGL **Application:** Rezoning from R-1/B-3 to B-1

(Meeting summary, continued)

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

The Neighborhood Meeting ended at the following time: 6:04 P.M.

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

X _____ Date: 04/30/2026

MEETING MINUTES

Location: Covenant Presbyterian Church [redacted]

Date: [redacted]

Time: 5:00 PM

MINUTE DETAILS

I. SIGN INS

a. Laura Warren and Erin Baldwin assisted in having all attendees sign-in by hand.
b. Sign-in sheet is separate of these minutes

II. INTRODUCTION

a. Mark Vereen opened with an introduction.
b. Lanier Wood opened the meeting with prayer.

III. OVERVIEW OF PROPOSED PROJECT

a. Mark outlined that Covenant Presbyterian Church was requesting a re-zoning of (3) properties off of Hyland Ave. and/or Mobile St.
b. The rezoning that this request was being presented was to combine multiple separate plats into a combined zone for CPC's upcoming construction project (new parking lots and upgraded facilities).
c. Mark outlined that this request was to re-zone for B1 and not B3, which would be for religious activities.
d. To help answer questions, Brad Hoffman (elder) showed renderings of the future, proposed construction to better answer questions from neighbors in attendance.
e. Brad Hoffman outlined that ideally the overall Project would take approximately (3) years to complete.
f. Mark Vereen outlined that a "buffer" would be provided between the parking lot and the residential housing (i.e. screen, fence, etc.), and Brad Hoffman offered to speak with neighbors to determine what would be preferred by neighborhood residents.
g. Brad Hoffman voiced that this construction project was not being designed to suit the needs of the school that is utilizing the current facilities (Cypress Grove Academy), and that CPC has no plans to start a school of its own.

h. A "fly-through" of the future, proposed project was shown and Brad Hoffman narrated what each building and location was in order to better education those in attendance.

IV. QUESTIONS

a. Question was asked if CPC would be trying to pursue additional purchases of property.
    1. Brad Hoffman (elder) outlined that the current masterplan is utilizing property that is currently owned by CPC.
    2. Brad Hoffman outlined that the purchase of additional property could occur in the future, but is not planned at the time.

b. Same neighbor outlined concerns that if CPC were to close like other churches in Mobile then it could become an unappealing piece of property that could negatively impact the neighborhood.

c. Brad Hoffman outlined the overall construction plans for CPC, the necessity of new facilities for a multi-generational church, safety for children, etc.

d. Neighbors voiced concerns that if traffic increased it could become a safety issue on Hyland Avenue, as the street has become a cut-through from Spring Hill Ave. to Old Shell Road.

e. Question was asked regarding the type of lighting that would be in the parking lots. Mark Vereen outlined it would meet the City of Mobile's regulations

f. A neighbor asked what the landscaping would look like. Mark Vereen stated that 5% landscaping is required for a B1 zone, but that more was being planned and that the services of a landscape architect will be utilized.

g. Question was asked if the buildings that are on the renderings have been approved by the City of Mobile
    1. Mark Vereen stated that they have not and the first step in the process is to have the property rezoned, which will occur start at the next Planning and Zoning meeting on May 21, 2026.

h. A neighbor who lives on Del Barco Dr. asked if anyone has had traffic discussions with the City of Mobile regarding the traffic caused at the intersection of Spring Hill Ave., Del Barco Dr., and Hyland Ave.
    1. Mark Vereen stated that a traffic study would have to occur with the City's Traffic Engineer as part of the Plan Review.

V. CONCLUSION

Next meeting will be held on **May 21, 2026 (Planning Commission Meeting)**

Notice of Neighborhood Meeting
[April 10th, 2026]

Dear Property Owner(s):

This letter is to inform you that a Neighborhood Meeting has been scheduled to discuss the following application(s) that **Mark Vereen (Clark Geer, Latham & Associates, Inc.), on behalf of Covenant Presbyterian Church,** will be submitting to the Mobile City Planning Commission:

(1) Planning Commission Rezoning Application [(Zoning Change to rezone the properties listed below from Single- Family Residential Urban District (R-1) to Buffer Business Urban District (B- 1)]. *Pictorial representation of parcels in question can be found on pg. 2 of this notice. Parcels inside black boundaries are listed below for rezoning.*

- 2651 Springhill Ave. Mobile, AL 36607
  - Portion of property rezone B-3 to B-1
- 152 Mobile St. Mobile, AL 36607
- 157 Mobile St. Mobile, AL 36607
- 158 Mobile St. Mobile, AL 36607
- 159 Mobile St. Mobile, AL 36607
- 144 Hyland Ave. Mobile, AL 36607
- 146 Hyland Ave. Mobile, AL 36607
- 2609 Springhill Ave. Mobile, AL 36607

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

April 30th, 2026
5:00 P.M.
2651 Springhill Ave. Mobile, AL 33607
(Covenant Presbyterian Church)

You are receiving this notice because your property is located within 300 feet **of 2651 Springhill Ave. Mobile, AL 36607**, 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.

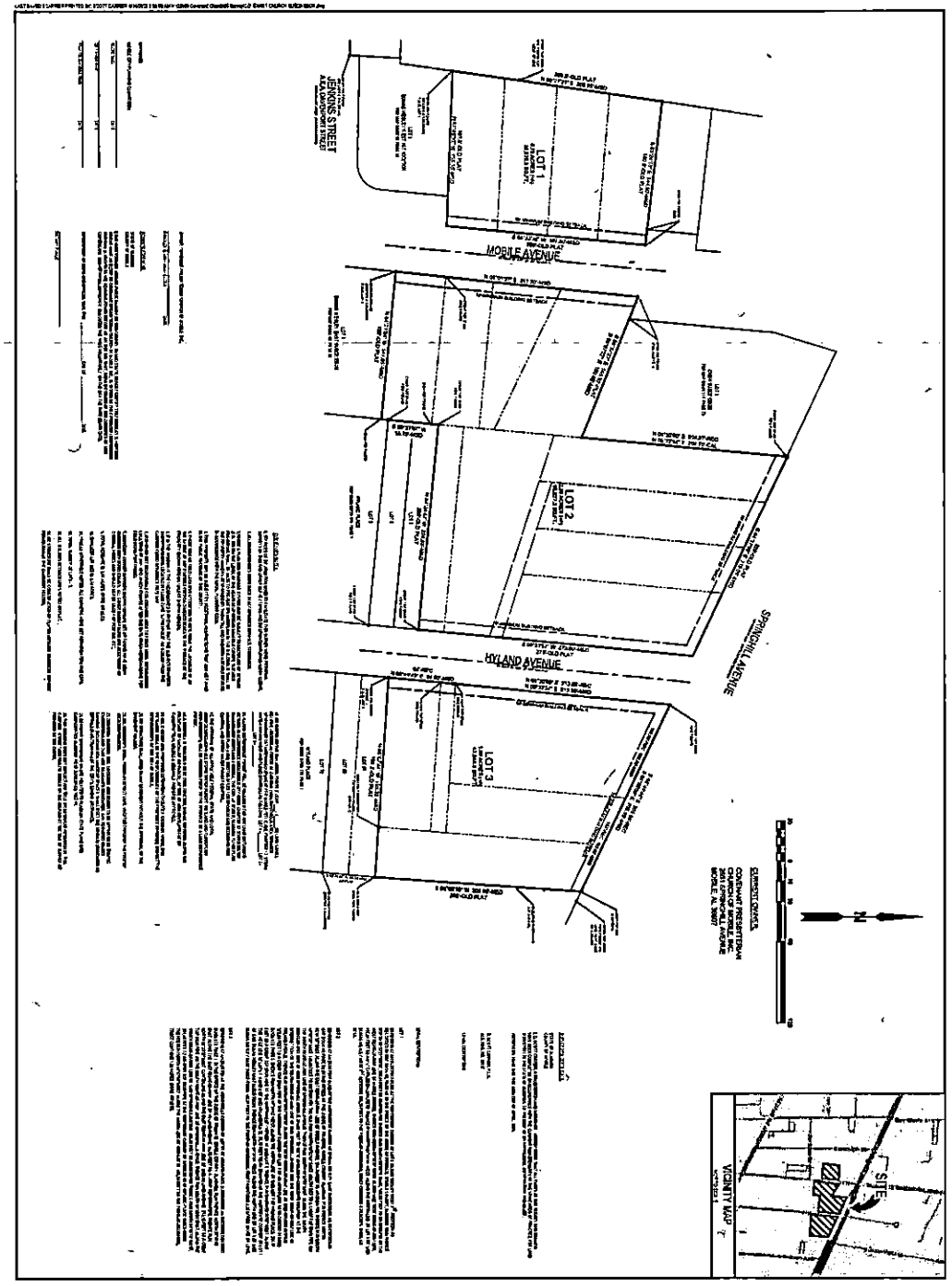
Sincerely,

Mark Vereen

[redacted]

Notice of Neighborhood Meeting
[April 10th, 2026]

Zoning Web Map



SUBDIVISION PLAT FOR
COVENANT PRESBYTERIAN CHURCH
2651 SPRINGHILL AVENUE
MOBILE, ALABAMA 36607

CLARK | GEER | LATHAM
AND ASSOCIATES, INC.

SUBD-1.0

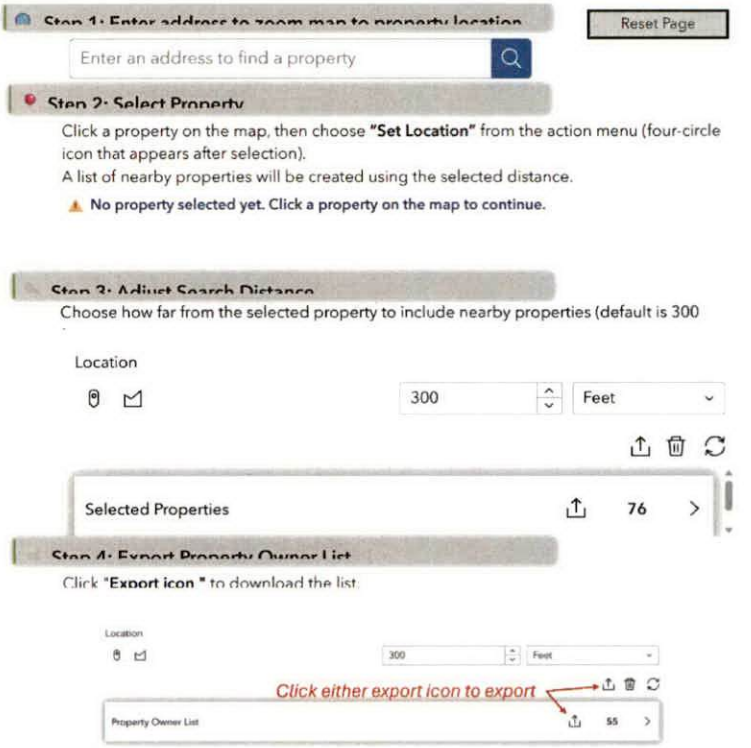
Public Notification - Property Owners

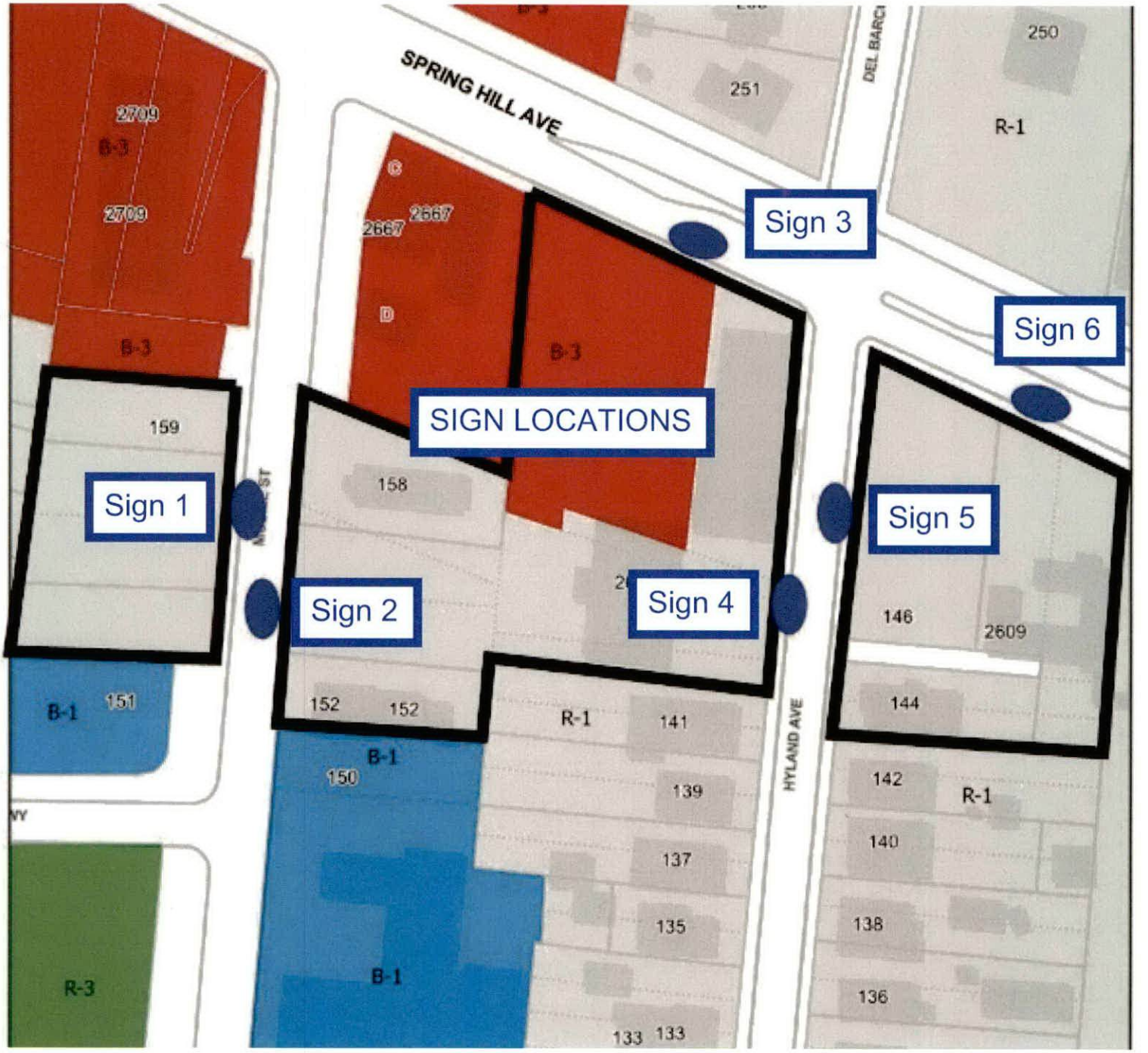
This application will create a downloadable list of adjacent property owners for

City of Mobile | City of Mobile GIS Hub | Email Application Support

Data Source: Property data is from the Mobile County Revenue Commission.

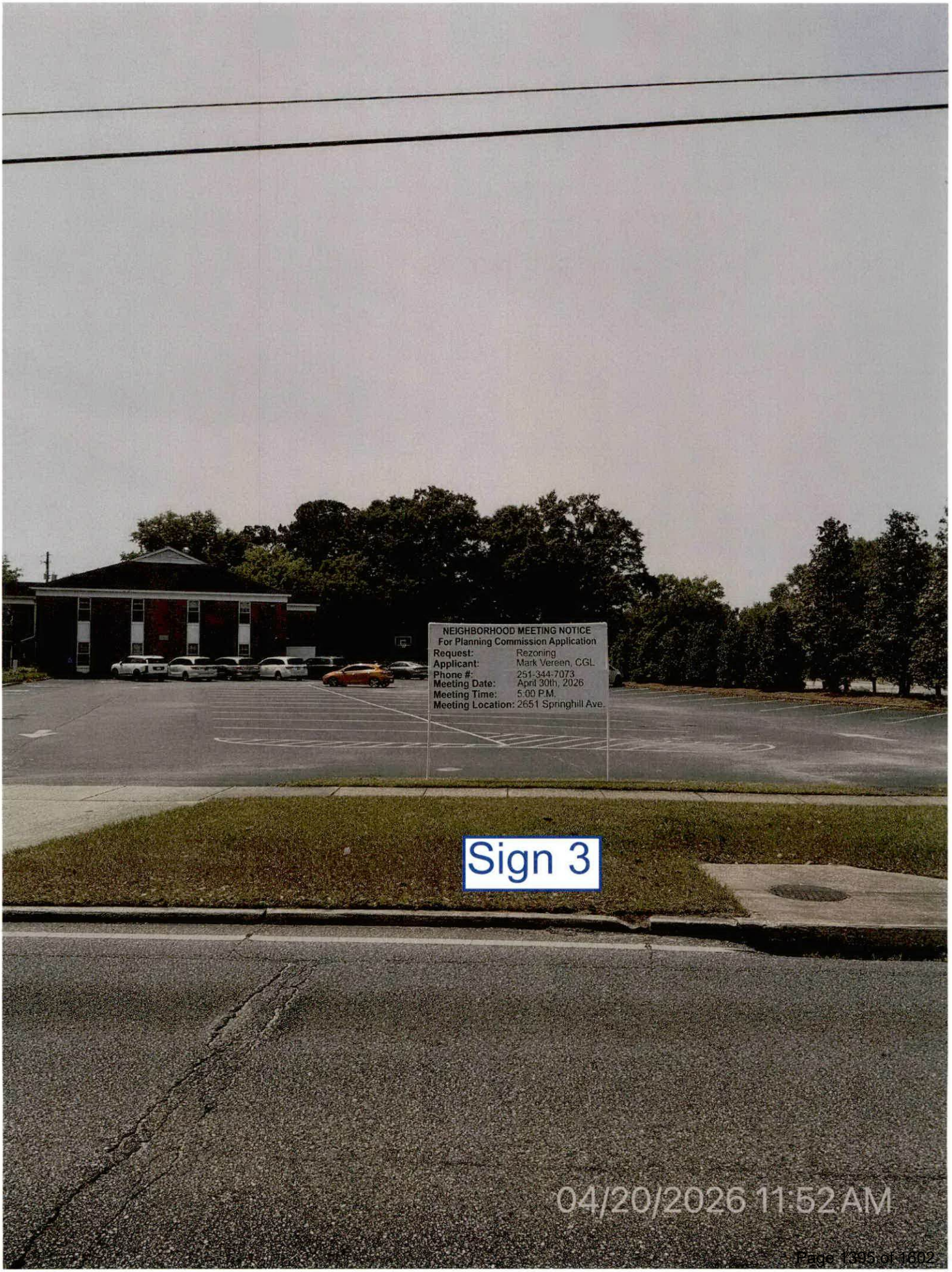
Disclaimer: All information in this application is provided "as is", with no guarantee of completeness, accuracy, timeliness or of the results



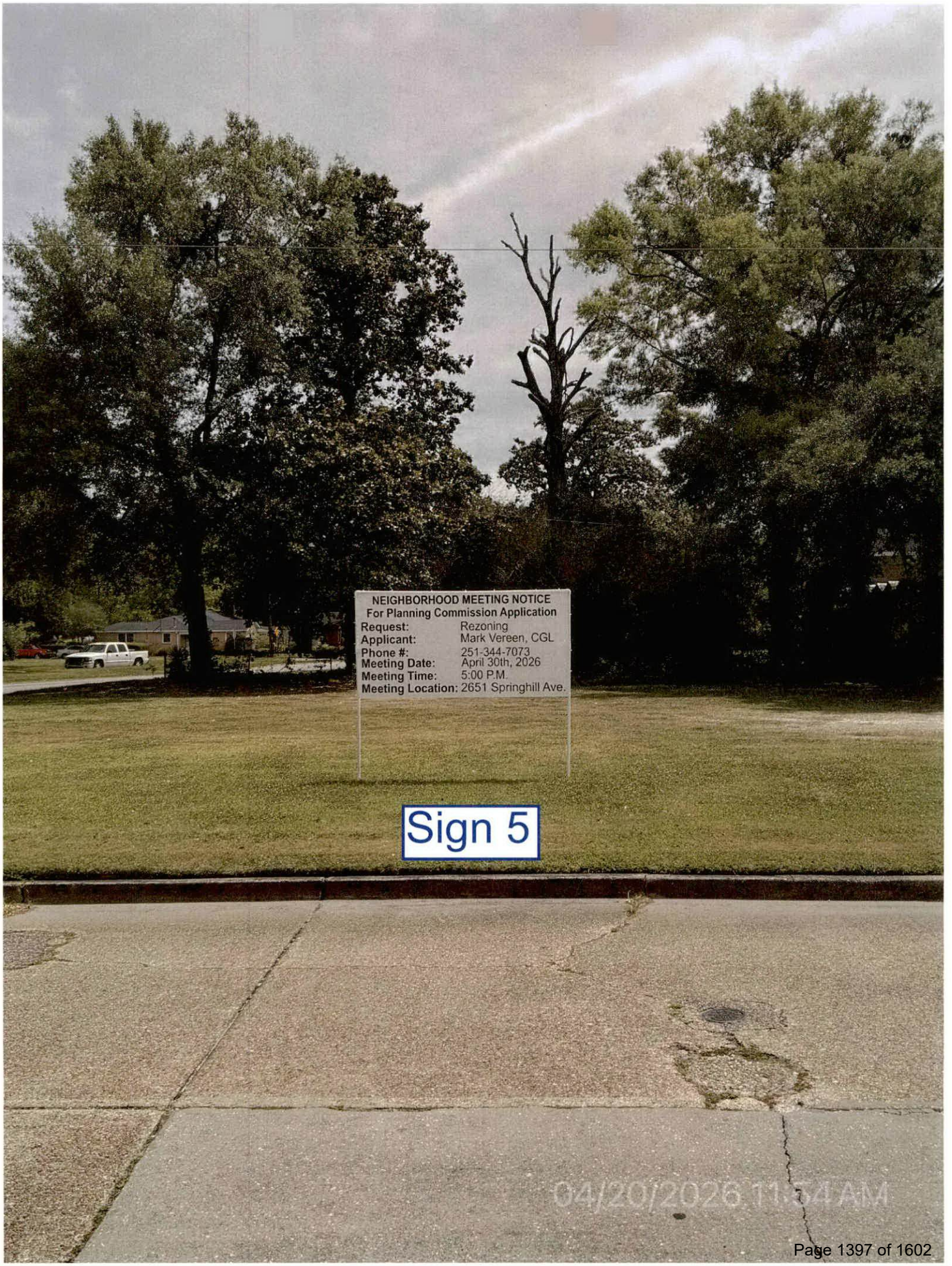

SPRING HILL AVE
DEL BARCH
HYLAND AVE
SIGN LOCATIONS
Sign 1
Sign 2
Sign 3
Sign 4
Sign 5
Sign 6
2709
B-3
2709
B-3
C
2667
2667
D
B-3
250
251
R-1
159
158
151
B-1
152
152
150
B-1
R-1
141
139
137
135
133
133
146
2609
144
142
R-1
140
138
136
R-3
B-1

NEIGHBORHOOD MEETING NOTICE
For Planning Commission Application
Request: Rezoning
Applicant: Mark Vereen, CGL
Phone #: 251-344-7073
Meeting Date: April 30th, 2026
Meeting Time: 5:00 P.M.
Meeting Location: 2651 Springhill Ave.
Sign 1
04/20/2026 11:50 AM

NEIGHBORHOOD MEETING NOTICE
For Planning Commission Application
Request: Rezoning
Applicant: Mark Vereen, CGL
Phone #: 251-344-7073
Meeting Date: April 30th, 2026
Meeting Time: 5:00 P.M.
Meeting Location: 2651 Springhill Ave.
Sign 2
04/20/2026 11:49 AM


NEIGHBORHOOD MEETING NOTICE
For Planning Commission Application
Request: Rezoning
Applicant: Mark Vereen, CGL
Phone #: 251-344-7073
Meeting Date: April 30th, 2026
Meeting Time: 5:00 P.M.
Meeting Location: 2651 Springhill Ave.
Sign 3
04/20/2026 11:52AM

NEIGHBORHOOD MEETING NOTICE
For Planning Commission Application
Request: Rezoning
Applicant: Mark Vereen, CGL
Phone #: 251-344-7073
Meeting Date: April 30th, 2026
Meeting Time: 5:00 P.M.
Meeting Location: 2651 Springhill Ave.
Sign 4
04/20/2026 11:53 AM


NEIGHBORHOOD MEETING NOTICE
For Planning Commission Application
Request: Rezoning
Applicant: Mark Vereen, CGL
Phone #: 251-344-7073
Meeting Date: April 30th, 2026
Meeting Time: 5:00 P.M.
Meeting Location: 2651 Springhill Ave.
Sign 5
04/20/2026 11:54 AM

NEIGHBORHOOD MEETING NOTICE
For Planning Commission Application
Request: Rezoning
Applicant: Mark Vereen, CGL
Phone #: 251-344-7073
Meeting Date: April 30th, 2026
Meeting Time: 5:00 P.M.
Meeting Location: 2651 Springhill Ave.
Sign 6
04/20/2026 11:56 AM

Legal Description of 3-Lot Subdivision

LOT 1

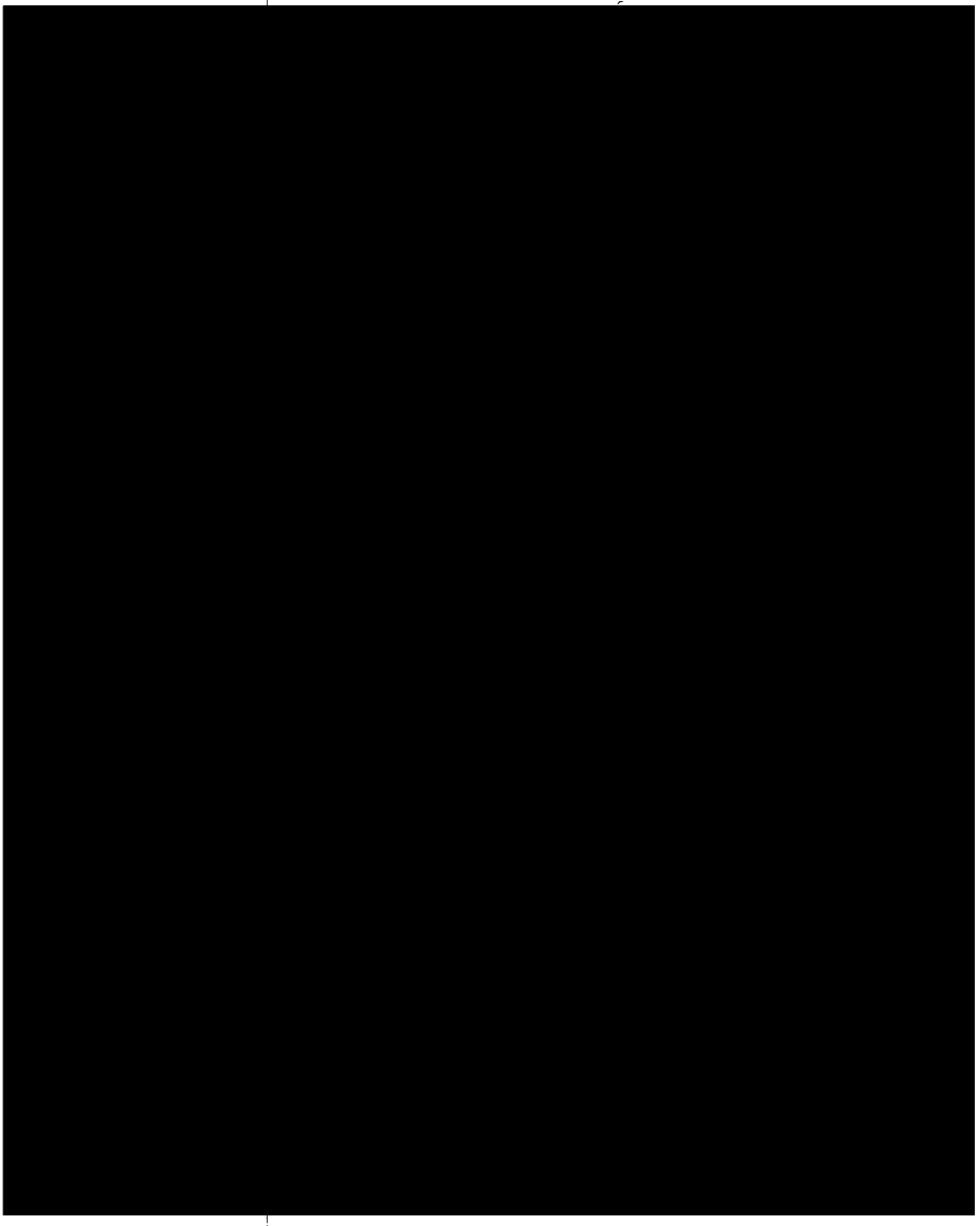
BEGINNING AT AN IRON PIN FOUND AT THE NORTHWEST CORNER OF LOT 1, DUMAS WESLEY WEST 1ST ADDITION, AS RECORDED IN MAP BOOK 84, PAGE 89, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, RUN THENCE NORTH 08°27'21" EAST, 209.85 FEET TO AN IRON PIN; THENCE RUN SOUTH 83°24'18" EAST, 144.50 FEET TO AN IRON PIN ON THE WEST RIGHT-OF-WAY LINE OF MOBILE AVENUE; THENCE RUN SOUTH 05°33'38" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, 197.80 FEET TO AN "X" CHISLED IN CONCRETE; THENCE RUN NORTH 87°48'39" WEST, ALONG THE NORTH LINE OF LOT 1 OF SAID DUMAS WESLEY WEST 1ST ADDITION, 155.35 FEET TO THE POINT-OF-BEGINNING. TRACT CONTAINS 0.70 ACRES, MORE OR LESS.

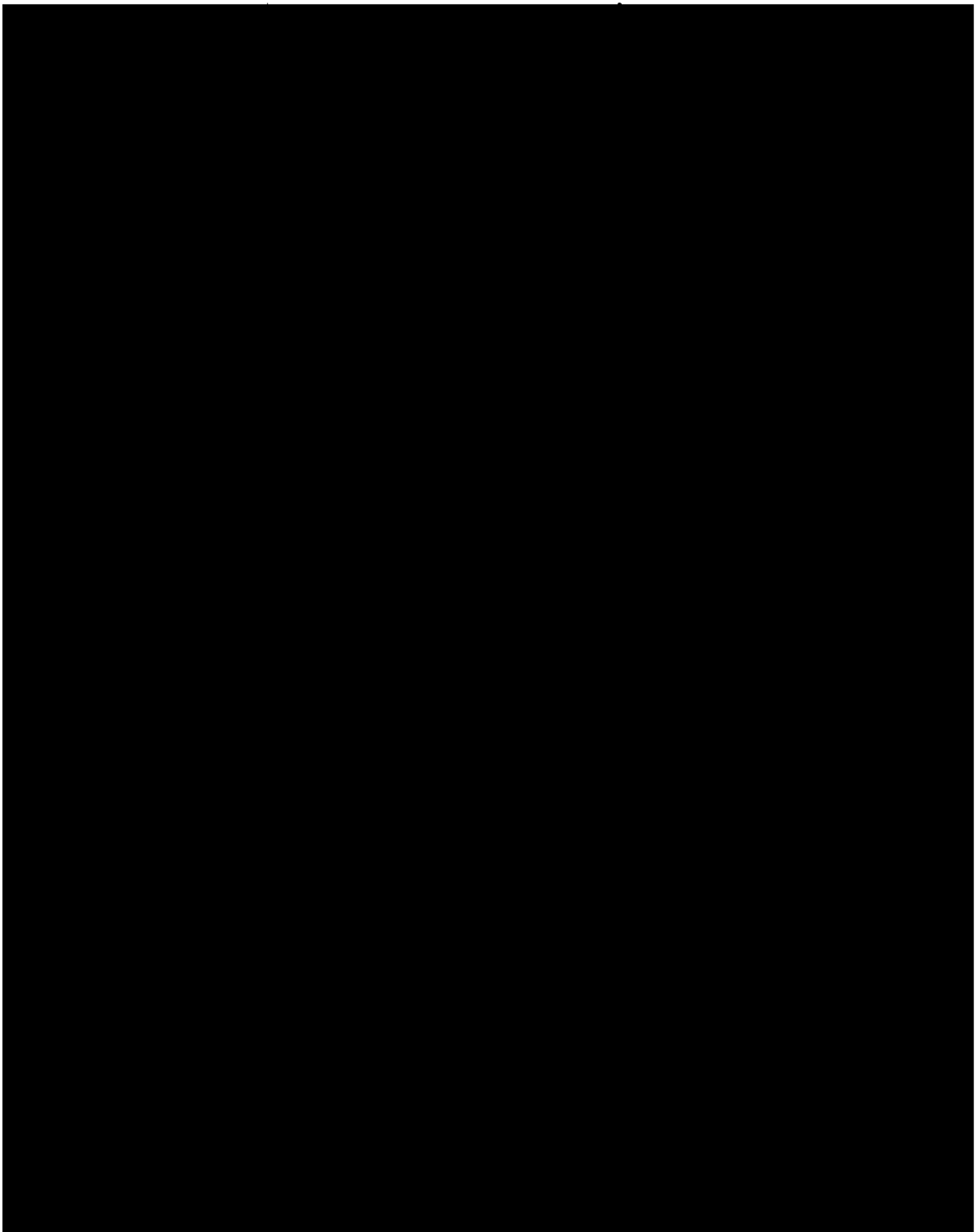
LOT 2

BEGINNING AT AN IRON PIN FOUND AT THE NORTHWEST CORNER OF DUMAS WESLEY EAST SUBDIVISION, AS RECORDED IN MAP BOOK 84, PAGE 90, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, RUN THENCE NORTH 06°01'37" EAST, ALONG THE EAST RIGHT-OF-WAY LINE OF MOBILE STREET, 241.30 FEET TO AN IRON PIN; THENCE RUN SOUTH 68°07'27" EAST, 150.65 FEET TO AN IRON PIN; THENCE RUN NORTH 05°22'54" EAST, 204.70 FEET TO A CRIMP TOP IRON PIPE ON THE SOUTH RIGHT-OF-WAY LINE OF SPRINGHILL AVENUE; THENCE RUN SOUTH 64°37'55" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID SPRINGHILL AVENUE, 219.05 FEET TO AN "X" CHISLED IN CONCERTE WALKWAY AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF SAID SPRINGHILL AVENUE AND THE WEST RIGHT OF-WAY LINE OF HYLAND AVENUE; THENCE RUN SOUTH 05°33'57" WEST, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID HYLAND AVENUE, 273.00 FEET TO A CRIMP TOP IRON PIPE AT THE NORTHEAST CORNER OF LOT 7 OF HYLAND PLACE AS RECORDED IN DEED BOOK 111, PAGE 1; THENCE RUN NORTH 84°24'42" WEST, ALONG THE NORTH LINE OF SAID LOT 7 OF HYLAND PLACE, 204.95 FEET TO A CRIMP TOP IRON PIPE AT THE NORTHWEST CORNER OF SAID LOT 7; THENCE RUN SOUTH 05°31'07" WEST, ALONG THE WEST LINE OF LOTS 7, 8 AND 9 OF SAID HYLAND PLACE, 56.75 FEET TO AN IRON PIN AT THE NORTHEAST CORNER OF LOT 1 OF SAID DUMAS WESLEY EAST SUBDIVISION; THENCE RUN NORTH 84°21'04" WEST, ALONG THE NORTH LINE OF LOT 1 OF SAID DUMAS WESLEY EAST SUBDIVISION, 147.05 FEET TO THE POINT-OF-BEGINNING. TRACT CONTAINS 2.20 ACRES, MORE OR LESS.

LOT 3

BEGINNING AT AN IRON PIN AT THE NORTHWEST CORNER OF LOT 81 OF HYLAND PLACE SUBDIVISION, AS RECORDED IN DEED BOOK 111, PAGE 1, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, RUN THENCE NORTH 05°46'48" EAST, ALONG THE EAST RIGHT-OF-WAY LINE OF HYLAND AVENUE, 66.50 FEET TO A CRIMP TOP IRON PIPE; THENCE RUN NORTH 05°33'37" EAST, CONTINUING ALONG THE EAST RIGHT-OF-WAY LINE OF SAID HYLAND AVENUE, 213.90 FEET TO A CRIMP TOP IRON PIPE ON THE SOUTH RIGHT-OF-WAY LINE OF SPRINGHILL AVENUE; THENCE RUN SOUTH 64°35'06" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID SPRINGHILL AVENUE, 205.95 FEET TO AN IRON PIN; THENCE RUN SOUTH 04°05'18" WEST, 204.65 FEET TO AN OPEN TOP IRON PIPE AT THE NORTHEAST CORNER OF SAID LOT 81 OF HYLAND PLACE SUBDIVISION; THENCE RUN NORTH 86°07'44" WEST, ALONG THE NORTH LINE OF SAID LOT 81, 199.35 FEET TO THE POINT-OF-BEGINNING. TRACT CONTAINS 1.09 ACRES, MORE OR LESS.





Agenda Item # 14

SUB-003726-2026 & ZON-UDC-003727-2026

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

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Rezoning

DETAILS

Location:
2609 and 2651 Spring Hill Avenue, 152, 157, 158, and 159 Mobile Street, and 144 Hyland Avenue

Subdivision Name:
Covenant Presbyterian Church Subdivision

Applicant / Agent:
Mark Vereen, Clark, Geer, Latham & Associates, Inc.

Property Owner(s):
Covenant Presbyterian Church of Mobile, Inc.

Current Zoning:
R-1, Single-Family Residential Urban District and B-3, Community Business Suburban District

Proposed Zoning:
B-1, Buffer Business Urban District

Future Land Use:
Mixed Density Residential, Neighborhood Center – Traditional, and Traditional Corridor

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

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

Commission Considerations:
1. Subdivision proposal with nine (9) conditions; and
2. Rezoning with two (2) conditions.

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 residential units, commercial units lie to the northwest.

APPLICATION NUMBER 14 DATE May 21, 2026

APPLICANT Covenant Presbyterian Church Subdivision

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

N

NTS

SITE HISTORY

In May 1954, a portion of the site currently occupied by 2651 Spring Hill Avenue was before the Board of Zoning Adjustment to request a front yard setback variance; the application was withdrawn.

In August 2020, the portion of the site at the Southeast corner of Hyland Avenue and Spring Hill Avenue (146 Hyland Avenue) received approval from the Board of Zoning Adjustment to allow that property to be developed as an off-premise parking lot with 38 spaces for the existing church at 2651 Spring Hill Avenue. As no permits were obtained, this approval has since expired.

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

STAFF COMMENTS

Engineering Comments:

Subdivision:

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

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. It is recommended, due to the subdivision being separated by public rights-of-way, that the LOTS be designated 1A, 1B, and 1C instead of 1, 2, 3.
C. Show and label the ROW widths along the frontage of LOT 1A and 1B along Mobile Ave.
D. Dedicate the corner radius (25' minimum or as approved by the City Engineer and Traffic Engineer) at the southeast corner of Spring Hill Ave. and Hylalnd Ave. to the City of Mobile and list the amount of dedicated acreage in square feet and acres.
E. Revise SURVEYOR'S NOTES #15 to read - As shown on the 1984 aerial photo LOTS 1A, 1B, and 1C will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1A – 10,000 sf, LOT 1B – 56,000 sf, and LOT 1C – 16,000 sf. Stormwater detention will be required for any additional impervious area that exceeds the allowable credit for that LOT.
F. Delete any duplicate "LEGAL DESCRIPTION" headings.
G. Retain NOTES 16 - 19 and 21.
H. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review [redacted] or to obtaining any signatures. No signatures are required o[redacted]

Rezoning:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.

3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

A Traffic Impact Study will be required. 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:

Subdivision

The purpose of this application is to create three (3) legal lots of record from seven (7) existing metes-and-bounds parcels and five (5) existing legal lots of record. The site is served by public water and sanitary sewer.

The proposed lots front Spring Hill Avenue, Hyland Avenue, and Mobile Street. Spring Hill Avenue is a Principle Arterial Street with a required 100-foot-wide right-of-way at this location, the preliminary plat indicates an existing compliant right-of-way. Hyland Avenue and Mobile Street are both minor streets with curb and gutter, and as such, should each have a 50-foot right-of-way. The preliminary plat shows both streets have compliant existing rights-of-way. It should be noted that the plat incorrectly labels Mobile Street as "Mobile Avenue", which should be corrected on the Final Plat, if approved.

Section 6.C.6. of the Subdivision Regulations requires dedication of street corner radii. As such, if approved, dedication of the Southwest and Southeast corner radii at Spring Hill Avenue and Hyland Avenue should be required.

The lots exceed the minimum size and area requirements for parcels served by public water and sanitary sewer within the site's existing and proposed zoning classifications. This information is properly labeled in both square feet and acres on the preliminary plat, in accordance with Section 5.A.2(e)(4) of the Subdivision Regulations and should be retained on the Final Plat, adjusted for dedication, if approved. The lot also exceeds the minimum width requirement for non-residential lots, as specified in Section 6.C.2(b)(4) of the Subdivision Regulations.

A 10-foot front yard setback is illustrated along all street frontages, as required by Section 6.C.8 of the Subdivision Regulations and the dimensional standards of Article 2 of the Unified Development Code (UDC) for the site's proposed zoning classifications. Therefore, if approved, the required 10-foot front yard setback should be retained, adjusted to reflect the proposed dedication.

It should be noted that there is an existing alley within the proposed Lot 3. If approved, the alley will need to be vacated prior to the recording of the Subdivision plat.

Finally, if the Subdivision is approved, Lot 2 will be split-zoned as B-3 and R-1, unless the rezoning request is approved.

Rezoning

The applicant requests rezoning of the lots resulting from the proposed subdivision from R-1, Single-Family Residential Urban District and B-3, Community Business Urban District, to B-1, Buffer Business Urban District, to allow the existing church at 2651 Spring Hill Avenue to expand their campus.

Additional details and the full application are available through the link provided on Page 1 of this report.

The site is bordered by properties zoned B-3, Community Business Urban District and R-1, Single-Family Residential Urban District, to the North and West; R-1, Single-Family Residential Urban District, to the East; and B-1, Buffer Business Urban District and R-1, Single-Family Residential Urban District, to the South.

Surrounding land uses along this segment of Spring Hill Avenue include a mix of restaurants, gas stations, and single-family residences. The nearby areas of Hyland Avenue and Mobile Street are mostly occupied by single-family residences and a community center.

The Unified Development Code (UDC) and its associated zoning map are derived from long-range comprehensive planning studies intended to promote orderly, desirable development. Casual or unsupported amendments to the UDC can undermine this purpose. Therefore, rezoning requests are evaluated according to the following criteria:

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

According to the Future Land Use Map (FLUM), the site lies within Mixed Density Residential, Neighborhood Center – Traditional, and Traditional Corridor designations. The applicant states that the existing and proposed church campus is compatible with these designations because it serves nearby residents and supports the surrounding community. The applicant further notes that the property fronts Spring Hill Avenue, a major arterial corridor under the jurisdiction of ALDOT, and is located within an area characterized by a mixture of residential and commercial development patterns.

The applicant does not allege that the existing zoning classifications were established in error. Rather, the request is based on the desire to eliminate the existing split-zoning condition across the property, establish consistent development standards, and facilitate orderly campus expansion. The applicant also notes that a portion of the site is currently zoned B-3, which permits more intensive commercial uses than the proposed B-1 district. As such, the request would reduce the development intensity permitted on that portion of the property.

With respect to compatibility, the applicant states that B-1 zoning is intended to serve as a transitional district between higher-intensity commercial corridors and adjacent residential neighborhoods. The applicant further notes that an established B-1 zoning pattern already exists directly south of the site and that the proposed rezoning would extend that district northward, creating a more cohesive zoning pattern and reducing isolated zoning conditions. Given the mix of commercial and residential uses along Spring Hill Avenue, as well as the institutional nature of the existing church campus, the proposed B-1 zoning appears generally compatible with the surrounding development pattern. Additionally, because the church use already exists on the site, the request would not introduce a new land use into the area, but rather allow expansion and reinvestment associated with the existing institutional use.

In support of the request, the applicant states that the proposed church expansion will promote the public health, safety, and welfare of the community by providing space for services and programs supporting the physical, emotional, and social well-being of nearby residents. The applicant also states that the proposed subdivision will eliminate the otherwise split-zoned condition affecting proposed Lot 2 and allow for orderly future development of the site.

A survey illustrating all proposed site improvements was submitted with the application showing the proposed layout of the expanded church building and associated parking. It should be noted that, at the time of permitting, site plans demonstrating compliance with all applicable requirements of Article 3 of the UDC will be required. Additionally, any future development will be subject to applicable City of Mobile and ALDOT access and infrastructure requirements.

Overall, the proposed rezoning from R-1 and B-3 to B-1 appears intended to create a unified zoning designation for the existing church campus while reducing the intensity of commercial development otherwise permitted on portions of the site. Given the established church use, the existing B-1 zoning pattern to the south, and the transitional character of the Spring Hill Avenue corridor, the request appears generally consistent with the surrounding development pattern and the intended purpose of the B-1 district as a buffer between commercial and residential uses.

SUBDIVISION CONSIDERATIONS

Standards of Review:

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

Considerations:

If the Planning Commission considers approving the Subdivision request the following conditions could apply:

1. Dedication of the Southwest and Southeast corner radii at Spring Hill Avenue and Hyland Avenue in compliance with Section 6.C.6. of the Subdivision Regulations;
2. Retention of the lot sizes in both square feet and acres on the Final Plat, adjusted for any required dedication;
3. Change "Mobile Avenue" to "Mobile Street";
4. Retention of the 10-foot front yard setback along Spring Hill Avenue, adjusted to reflect the required dedication;
5. Completion of the rezoning process prior to the signing of the Subdivision plat;
6. Compliance with all Engineering comments noted in this staff report;
7. Compliance with all Traffic Engineering comments noted in this staff report;
8. Compliance with all Urban Forestry comments noted in this staff report; and,
9. Compliance with all Fire Department comments noted in this staff report.

REZONING CONSIDERATIONS

Standards of Review:

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

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

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

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

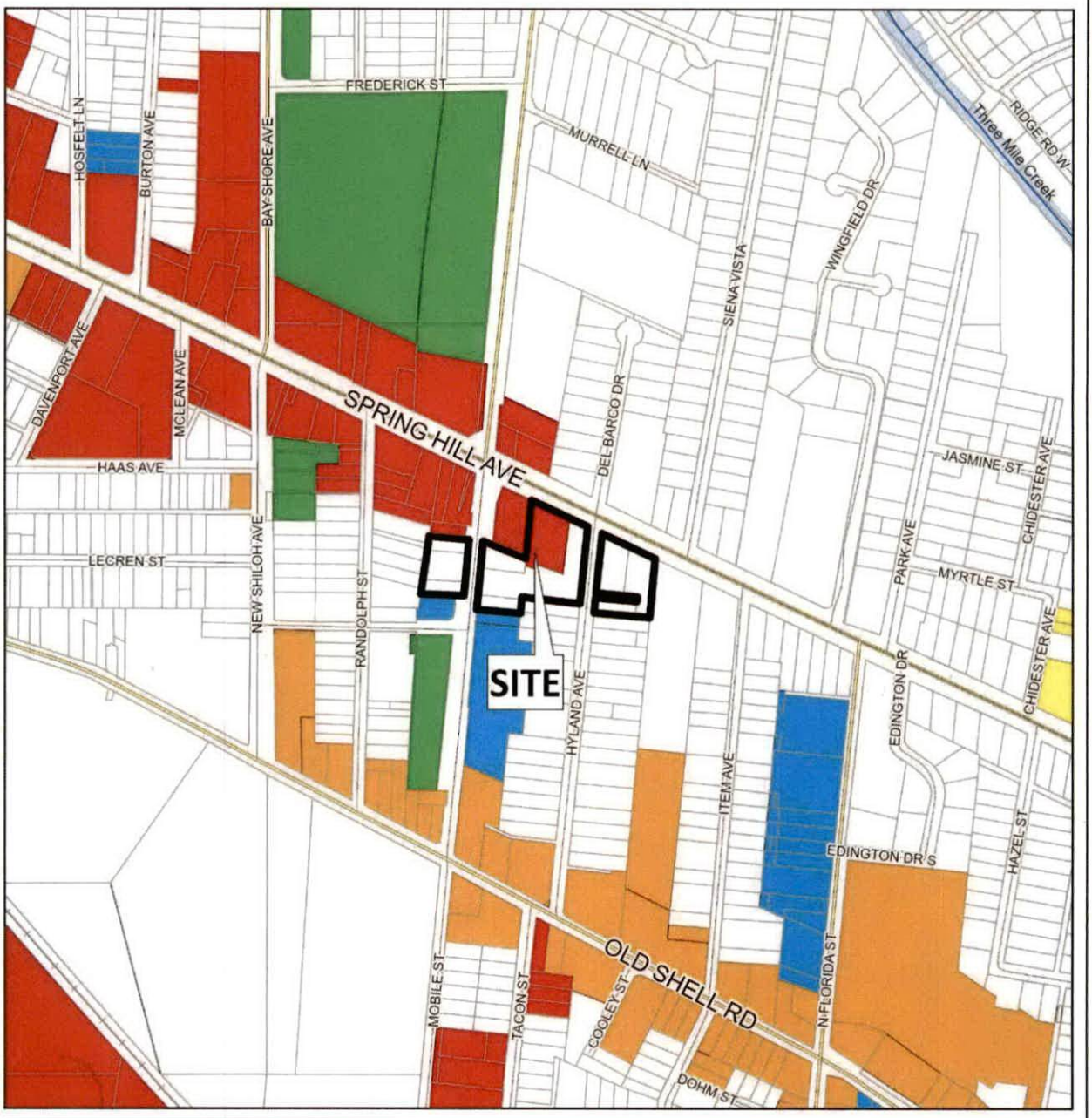
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the Rezoning request to the City Council, the following condition(s) could apply:

1. Completion of the Subdivision process; and
2. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 14 DATE May 21, 2026

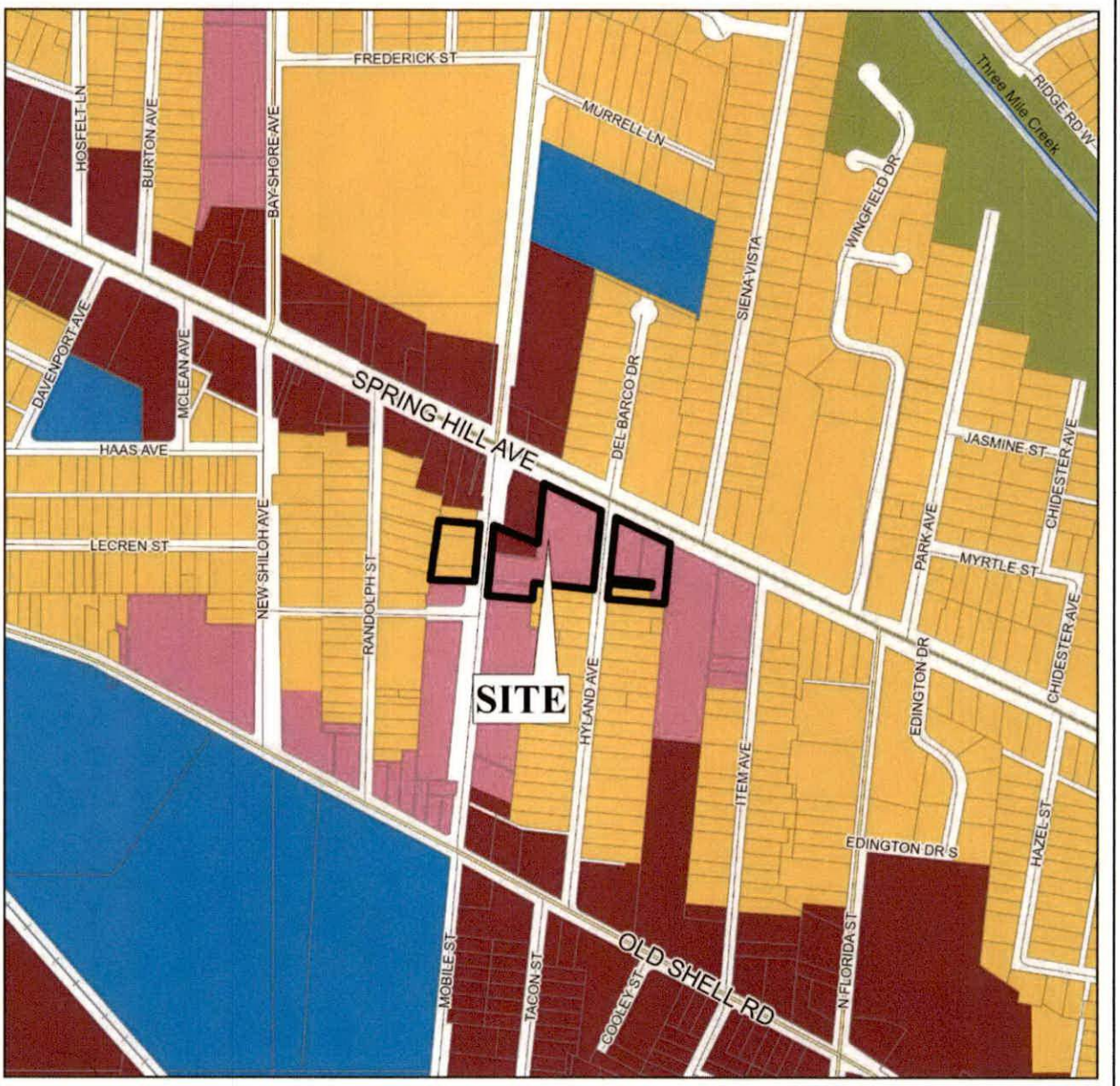
APPLICANT Covenant Presbyterian Church Subdivision

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

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 14 DATE May 21, 2026

APPLICANT Covenant Presbyterian Church Subdivision

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

- 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, commercial units lie to the northwest.

APPLICATION NUMBER 14 DATE May 21, 2026

APPLICANT Covenant Presbyterian Church Subdivision

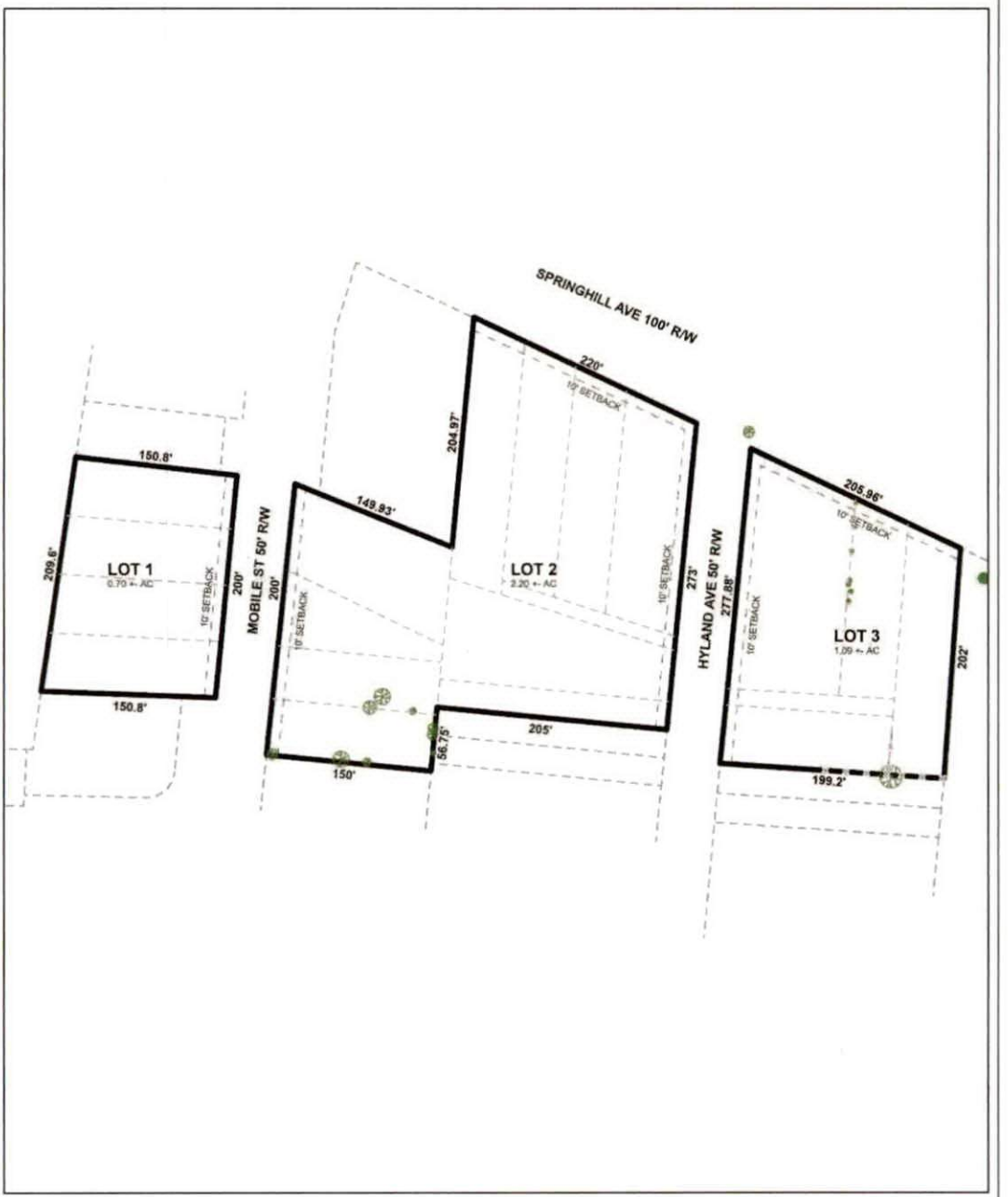
REQUEST Subdivision, Rezoning from R-1 and B-3 to B-1

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

N

NTS

SITE PLAN



The site plan illustrates proposed lots, setbacks, and landscaping.

APPLICATION NUMBER	14	DATE	May 21, 2026
APPLICANT	Covenant Presbyterian Church Subdivision		
REQUEST	Subdivision, Rezoning from R-1 and B-3 to B-1		

N

NTS

DETAIL SITE PLAN

APPLICATION NUMBER 14 DATE May 21, 2026

APPLICANT Covenant Presbyterian Church Subdivision

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

N

NTS

FUTURE LAND USE MAP CORRESPONDENCE TO ZONING

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

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

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

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

Zoning correspondence matrix

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

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

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

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

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

MIXED DENSITY RESIDENTIAL (MDR)

This designation applies mostly to residential areas located between Downtown and I-65, where the predominant character is that of a traditional neighborhood laid out on an urban street grid. These areas should offer a variety of residential types in a compact pattern at the scale of a single family neighborhood. They typically have a walkable block pattern with integrated neighborhood amenities such as parks and schools. Small office, commercial, and civic uses may also exist in these areas near major thoroughfares. Residential density ranges between 6 and 30 dwelling units per acre (du/ac) depending on the mix, types, and locations of the housing as specified by zoning.

Development Intent

- Continue historic preservation efforts to maintain the existing neighborhood character within city-designated historic districts.
- Support residential infill that fits-in with neighboring homes (building scale, placement, etc.). Support more intense residential infill and redevelopment adjacent to commercial or mixed use centers.

Land use mix

Primary Uses

- Residential, Single family
- Residential, Attached

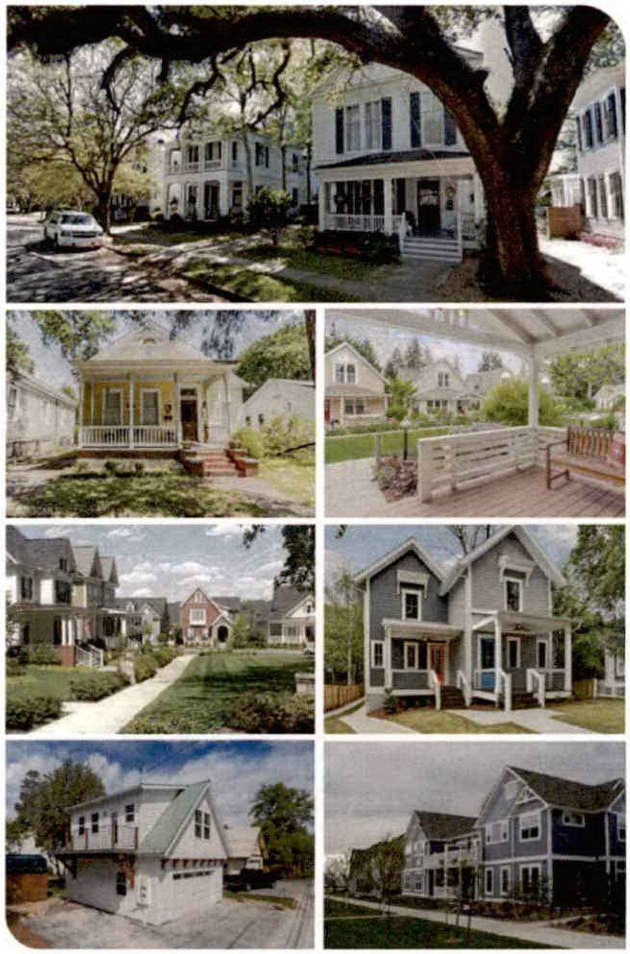
Secondary Uses

- Residential, Multifamily
- Commercial
- Civic
- Parks

Housing mix

- Single family on small to medium sized lots
- Attached residential such as duplexes, multiplexes, and townhomes
- Small scale multifamily buildings

Character Example



A mixed density neighborhood may include a range of housing types and densities at a similar scale.

Rendering: Dover Kohl

NEIGHBORHOOD CENTERS (NC)

Neighborhood Center applies to smaller hubs of mixed commercial, community, and recreational activity that cater to adjacent residential areas. Many of these centers exist today in some form. The following principles apply not just to the future development of new centers, but also to the redevelopment of existing centers. These principles are common to all neighborhood centers, but the appropriate design varies depending on whether a center is in a more "traditional" or more "suburban" context.

- Support a limited amount of commercial employment
- Incorporate some residential use, compatible in character with that of surrounding residential development, providing appropriate transitions in height, massing and other buffering from one land use district to the next.
- The retail and housing uses should merge around vibrant, compact, accessible nodes, located at key neighborhood intersections or along short road segments. Form vibrant, compact, accessible nodes, located at key neighborhood intersections or along short road segments.
- Be connected to the surrounding neighborhood and nearby public uses (e.g., schools, parks, etc.) via well-designed sidewalks and complete streets.

Land use mix

Primary Uses

- Commercial
- Office
- Residential, Multifamily

Secondary Uses

- Residential, Attached
- Civic
- Parks

Housing mix

- Various types ranging in density from 10 to 30 du/ac;
- Residential units above ground-floor retail
- Multifamily buildings (small scale)
- Attached residential such as duplexes, multiplexes, and townhomes
- Accessory and live-work units

NC TRADITIONAL (NCT)

These tend to be in areas connected to MxDR neighborhoods. They primarily occur east of I-65.

Development Intent

- Buildings should orient to the street, with on-site parking typically pushed to the back of the site.
- Design qualities of the public realm are emphasized, including the provision of continuous sidewalks, tree canopy, pedestrian amenities, on-street parking and bicycle facilities where appropriate.

NC SUBURBAN (NCS)

These generally are located among the LDR neighborhoods west of the I-65. Where they exist, these centers currently have a more pronounced vehicular orientation.

Development Intent

- Support increase in mix and density of uses (e.g., infill of outparcels, addition of housing, etc.).
- Retrofit to improve internal walkability (e.g., through the addition of sidewalks, tree canopy, protection from the elements) and external connectivity to the surrounding areas (via sidewalks, paths and trails, street crossings, transit stops, etc.)

TRADITIONAL CORRIDOR (TC)

This land use designation generally applies to transportation corridors east of I-65, which serve as the primary commercial and mixed-use gateway to Downtown and the City's traditional neighborhoods. Depending on their location, these areas incorporate a range of moderately scaled single-use commercial buildings holding retail or services; buildings that combine housing units with retail and/or office; a mix of housing types including low- or mid-rise multifamily structures, and attractive streetscapes and roadway designs that safely accommodate all types of transportation – transit, bicycling, walking, and driving.

Development Intent

- Incorporate attractive streetscapes and roadway designs that safely accommodate all types of transportation – transit, bicycling, walking, and driving.
- Special emphasis is placed on the retention of existing historic structures, compatible infill development, and appropriate access management.

Land use mix

Primary Uses

- Commercial
- Office
- Civic
- Residential, Multifamily

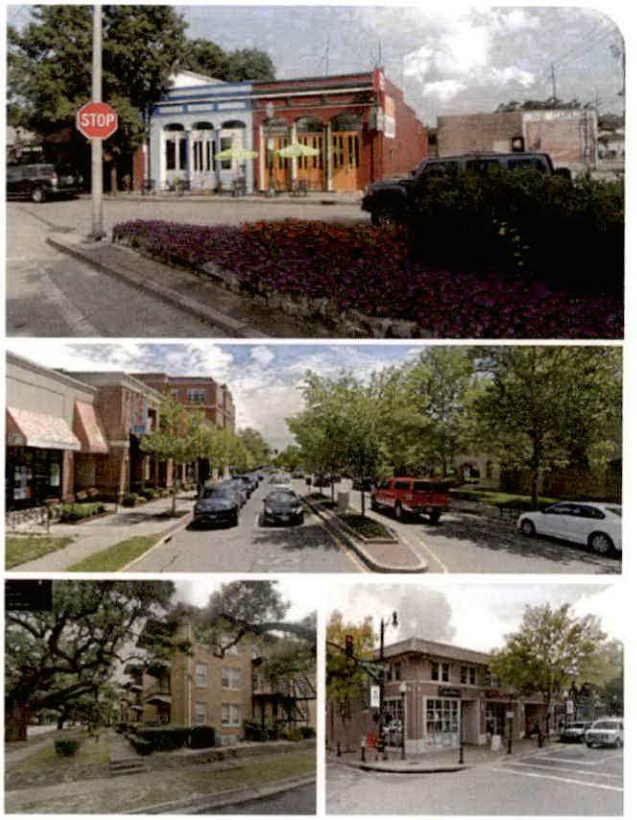
Secondary Uses

- Residential, Attached
- Parks

Housing mix

- Various types ranging in density from 10 to 30 du/ac;
- Residential units above ground-floor retail
- Multifamily buildings (small scale)
- Attached residential such as duplexes, multiplexes, and townhomes

Character Example



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 for Property
Located at 4630, 4700, and 4960 Dauphin Island Parkway

Pursuant to Resolution of the Mobile, Alabama City Council adopted **June 9, 2026**, a public hearing will be held on the **14th** day of **July, 2026**, at 10:30 a.m., to consider adoption of an ordinance for the proposed rezoning for property located at 4630, 4700, and 4960 Dauphin Island ParkwayB-3, B-3, Community Business Suburban District, to B-3, Community Business Suburban District, to remove a previous condition of the rezoning approval limiting development of the site to a Planned Unit Development.

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 1, DOCKSIDE MARINA SUBDIVISION, AS RECORDED IN MAP BOOK 130, PAGE 83, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

TOGETHER WITH:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, DOCKSIDE MARINA SUBDIVISION, AS RECORDED IN MAP BOOK 130, PAGE 83, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, RUN NORTH 77°-05'-58" WEST AND ALONG SAID LOT 1, A DISTANCE OF 1356.62 FEET TO A POINT HEREAFTER REFERRED TO AS POINT "A"; THENCE CONTINUE NORTH 77°-05'-58" WEST AND ALONG SAID LOT 1, 5-FEET MORE OR LESS TO THE EAST BANK OF PERCH CREEK; THENCE NORTHWARDLY AND EASTWARDLY ALONG THE MEANDERS OF SAID CREEK, 400 FEET MORE OR LESS; THENCE SOUTH 76°-59'-46" EAST, 3 FEET MORE OR LESS TO A POINT HEREAFTER REFERRED TO AS POINT "B" (MATHEMATICAL TIE BETWEEN POINT "A" AND "B" IS NORTH 10°-17'-56" EAST, 373.47 FEET); THENCE CONTINUE SOUTH 76°-59'-46" EAST, 1102.90 FEET; THENCE SOUTH 21°-46'-27" EAST,69.72 FEET; THENCE SOUTH 77°-01'-44" EAST,392.21 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF DAUPHIN ISLAND PARKWAY (125' RIGHT-OF-WAY); THENCE SOUTH 14°-06'-45" WEST AND ALONG SAID WEST RIGHT-OF-WAY, 298.73 FEET TO THE P.C. OF A 101,668.28 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWARDLY AND

WESTWARDLY ALONG THE ARC OF SAID CURVE (CHORD BEARS SOUTH 15°-23'-12" WEST, 16.74 FEET) A DISTANCE OF 16.78 FEET TO THE POINT OF BEGINNING.

The classification of said property is hereby changed from Community Business Suburban District (B-3) to Community Business Suburban District (B-3), 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-3, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in an B-3, until all of the following conditions have been complied with: 1. Completion of the Subdivision process; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. 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 14th day of July, 2026, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 17th day of June, 2026 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **4630, 4700, and 4960 Dauphin Island Parkway.**

The proposed amendment to the Unified Development Code changes the classification of the subject property **from Community Business Suburban District (B-3) to Community Business Suburban District (B-3), to remove a previous condition of rezoning approval limiting development of the site to a Planned Unit Development.** 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-3** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in **B-3** districts until the following conditions have been complied with: 1. Completion of the Subdivision process; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. 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.

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The classification of said property is hereby changed **from Community Business Suburban District (B-3) to Community Business Suburban District (B-3),** 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-3**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in an **B-3,** until all of the following conditions have been complied with: 1. Completion of the Subdivision process; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. 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

Don Coleman, Coleman Marine, LLC and Audubon Properties, LLC
Byrd Surveying, Inc., Agent
4630, 4700, and 4960 Dauphin Island Parkway
Council District 3
C.J. Small

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

June 2, 2026
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **May 21, 2026**, considered the request of **Don Coleman, Coleman Marine, LLC and Audubon Properties, LLC (Byrd Surveying, Inc., Agent),** for a change in Rezoning from Community Business Suburban District (B-3) to Community Business Suburban District (B-3), to remove a previous condition of rezoning approval limiting development of the site to a Planned Unit Development, for the property located at **4630, 4700, and 4960 Dauphin Island Parkway**.

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

Copies of the application and report are attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

May 22, 2026

Don Coleman
Coleman Marine, LLC
[redacted]

Re: 4630, 4700, and 4960 Dauphin Island Parkway
ZON-UDC-003720-2026
Don Coleman, Coleman Marine, LLC and Audubon Properties, LLC (Byrd Surveying, Inc., Agent)
District 3
Rezoning from Community Business Suburban District (B-3) to Community Business Suburban District (B-3), to remove a previous condition of rezoning approval limiting development of the site to a Planned Unit Development

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

At its meeting on May 21, 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-3, Community Business Suburban District**:

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

[redacted]

As such, the Planning Commission voted to recommend approval of Rezoning the property to **B-3, Community Business Suburban District**, to the City Council, subject to the following conditions:

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

The advertising fee for this application based on the current legal description is **$372.02**. 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.

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: D. Logan Anderson

D. Logan Anderson
Principal Planner II, Planning and Zoning

[redacted]

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:	KARI GIVENS	
Firm:	BYRD SURVEYING	
[redacted]		

[redacted]

	Owner	~~Design Professional~~ OWNER
Name:	RICK TWILLEY	DON COLEMAN
Firm:	AUDUBON PROPERTIES, LLC	COLEMAN MARINE, LLC

[redacted]

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

4630, 4960, 4700 DAUPHIN ISLAND PARKWAY — Property Address

19.7 ACRES — Property Area (acres or square feet)

KEY #01049797 & #01049813 — Parcel Number(s) or Key Number(s)

B-3, COMMUNITY BUSINESS — Present Zoning or Transect District

B-3, COMMUNITY BUSINESS — 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: 4-15-26

~~Applicant or Agent Signature (if applicable)~~ OWNER SIGNATURE — Date: 04/15/26

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: 4-15-26

[redacted]

CHECKLIST B
Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

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

---

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
PROPERTY IS LOCATED ON AN EDGE CORRIDOR DESIGNATED FOR WATERFRONT DEVELOPMENT.

LOW DENSITY RES. WATER DEPEN.
Future Land Use Map (FLUM) Designation

B-3 COMMUNITY BUSINESS
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.
THERE IS NO PROPOSED CHANGE IN THE BUSINESSES THAT ARE ALLOWED IN B-3.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.
THIS REZONING IS TO REMOVE THE REQUIREMENT FOR A PUD THAT WAS INCLUDED IN THE ORIGINAL REZONING AMENDMENT.

[redacted]

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

1. Describe the current development trends in the area of the property.
THERE ARE NO CHANGING DEVELOPMENT TRENDS IN THE AREA..

2. Describe the surrounding land uses.
VACANT LAND TO THE NORTH, CITY OWNED PROPERTY TO THE EAST, MAWSS PUMPING STATION TO THE EAST, MARINE CONSTRUCTION COMPANY TO THE SOUTH..

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.
NO ADVERSE IMPACT.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.
ADEQUATE INFRASTRUCTURE IS AVAILABLE.

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.
N/A

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

N/A

[redacted]

City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, DON COLEMAN, 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 COLEMAN MARINE, LLC, a corporation for the property located within the city limits of Mobile, Alabama at 4630 DAUPHIN ISLAND PARKWAY.

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

BYRD SURVEYING
Designee (1)

Designee (2)

[redacted]

Email

Phone Number

Signature of Company Owner

04/15/26
Date

[redacted]

City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, RICK TWILLEY, 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 AUDUBON PROPERTIES, LLC, a corporation for the property located within the city limits of Mobile, Alabama at 4960 & 4700 DAUPHIN ISLAND PARKWAY.

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

BYRD SURVEYING
Designee (1)

[redacted]

Designee (2)

Email

Phone Number

Signature of Company Owner

4-15-26
Date

[redacted]

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
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1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   PROPERTY IS LOCATED ON AN EDGE CORRIDOR DESIGNATED FOR WATERFRONT DEVELOPMENT.

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   Future Land Use Map (FLUM) Designation

   B-3 COMMUNITY BUSINESS
   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.
   THERE IS NO PROPOSED CHANGE IN THE BUSINESSES THAT ARE ALLOWED IN B-3.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.
   THIS REZONING IS TO REMOVE THE REQUIREMENT FOR A PUD THAT WAS INCLUDED IN THE ORIGINAL REZONING AMENDMENT.

[redacted]

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

1. Describe the current development trends in the area of the property.
   THERE ARE NO CHANGING DEVELOPMENT TRENDS IN THE AREA.

2. Describe the surrounding land uses.
   VACANT LAND TO THE NORTH, CITY OWNED PROPERTY TO THE EAST, MAWSS PUMPING STATION TO THE EAST, MARINE CONSTRUCTION COMPANY TO THE SOUTH.

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.
   NO ADVERSE IMPACT.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.
   ADEQUATE INFRASTRUCTURE IS AVAILABLE.

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.
   N/A

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

N/A

[redacted]

Outlook

Don Coleman, Coleman Marine, LLC and Audubon Properties, LLC (Byrd Surveying, Inc., Agent) (ZON-UDC-003720-2026)

[redacted]

Good morning,

We have completed our review of the above Rezoning application. Before the application can be considered complete and scheduled for an agenda, the following item must be addressed:

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

An invoice for the notification fees has been issued. **Please note that the application will not be considered complete until the required information has been submitted and all fees have been processed.**

If all outstanding items are resolved **by noon on April 20, 2026**, the application will be placed on the **May 21, 2026, Planning Commission agenda**. If the deadline is not met, the application will be held over until all requirements have been satisfied.

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

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

Thank You,
Logan Anderson
Principal Planner II
[redacted]

BUILDMOBILE

Outlook

Re: Property Case Number ZON-UDC-003720-2026

[redacted]

Jennifer,

Regarding the above-referenced request, no Planned Unit Development (PUD) is proposed. The property's zoning district originally required development through a PUD, but no PUD was ever approved, and that requirement is now obsolete, as PUDs are no longer a development option. Because no PUD exists for the site, the applicant is requesting removal of this outdated condition to allow for future development or redevelopment. No changes to the existing marina are proposed at this time, aside from relocating an interior lot line between the subject site and the vacant property to the north.

[redacted]

Please let us know if you have any additional questions.

Regards,
Logan Anderson
Principal Planner II
Planning & Zoning

[redacted]

BUILDMOBILE

[redacted]

[redacted]

Subject: Property Case Number ZON-UDC-003720-2026

Some people who received this message don't often get email from jkwoods@mcpss.com. Learn why this is important

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.

I sent this letter last week. However, I did not give you my full name and address: Jennifer K. Woods 1663 Alba Ave. Mobile, AL 36605.

To Whom It May Concern,

We, the undersigned residents living within 300 feet of the property subject to case number ZON-UDC-003720-2026, are writing to formally express our concerns regarding the upcoming hearing scheduled for May 21, 2026, at 2:00 PM.

We understand that Mr. Don Coleman of Coleman Marine, LLC is requesting a rezoning action that would retain the B-3 classification while incorporating a Planned Unit Development (PUD) component. While the zoning designation itself may not appear to change, the introduction of a PUD raises significant questions and concerns for those of us who reside in close proximity to the site.

At this time, our primary concern is the lack of clarity regarding what is specifically proposed within the Planned Unit Development. A PUD designation often allows for flexibility in land use, density, and design standards, which can result in developments that differ substantially from what is typically permitted under standard B-3 zoning. Without detailed plans, renderings, or a clear description of intended uses, it is difficult for neighboring property owners to fully understand the scope and impact of the proposed development.

We are particularly concerned about the potential impact on property values in our neighborhood. Any development that is inconsistent with the existing character of the area, introduces increased traffic, noise, or environmental disruption, or otherwise diminishes the quality of life could negatively affect our investments and homes.

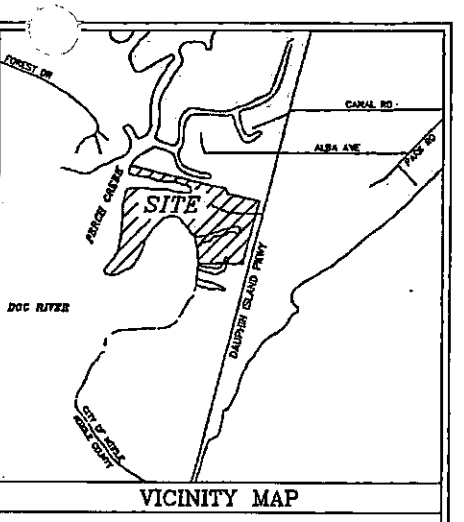
Additionally, the proximity of this property to Perch Creek Preserve Park is of great importance to us. This natural and recreational area is a valuable community asset, and we are concerned that a PUD—depending on its nature—could interfere with the city's long-term vision, conservation efforts, and the overall integrity of the park and its surrounding environment.

In light of these concerns, we respectfully request the following before any approval is considered:

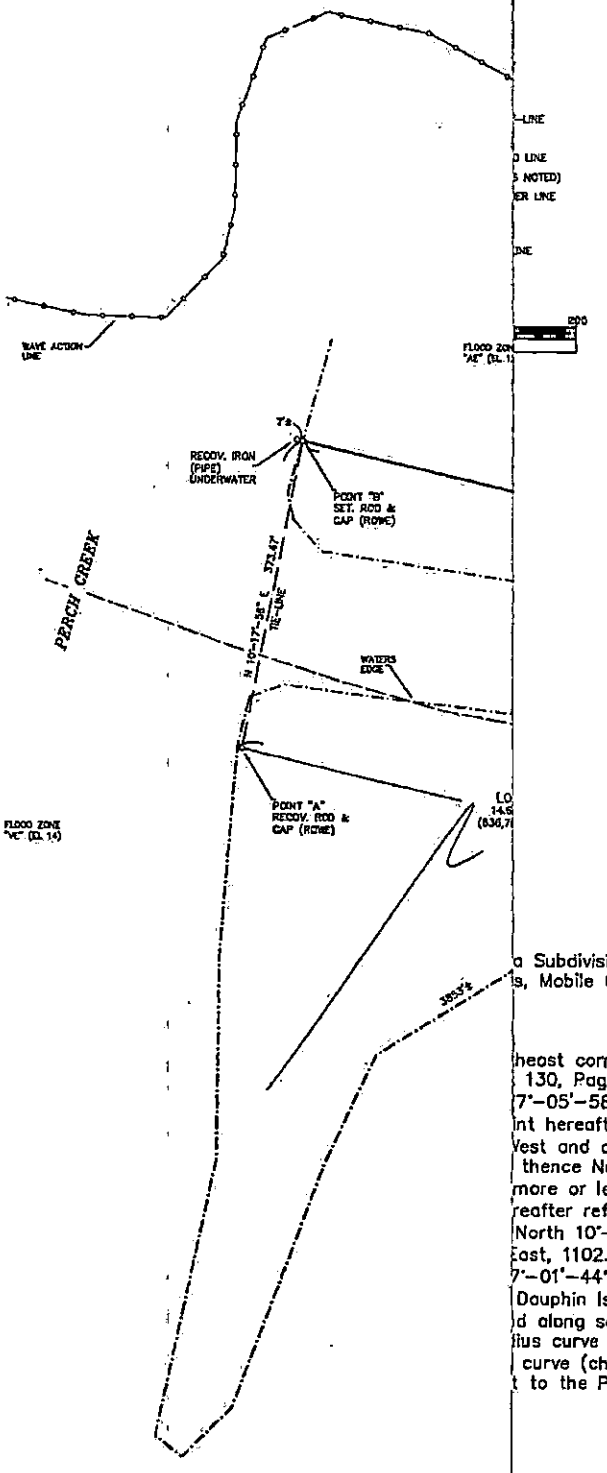
1. A detailed description of the proposed Planned Unit Development, including intended uses, structures, density, and layout.
2. Site plans, elevations, and any available renderings to provide visual context.
3. An assessment of potential impacts on traffic, noise, drainage, and environmental conditions.
4. Clarification on how the proposed development aligns with the city's comprehensive plan, particularly regarding the preservation and enhancement of Perch Creek Preserve Park.
5. Opportunities for community input and engagement prior to any final decision.

Until such information is made available and thoroughly reviewed, we are not in a position to support the requested rezoning action. We ask that our concerns be taken into serious consideration and that transparency be prioritized throughout this process.

Thank you for your time and attention to this matter.



VICINITY MAP



LEGAL DESCRIPTION

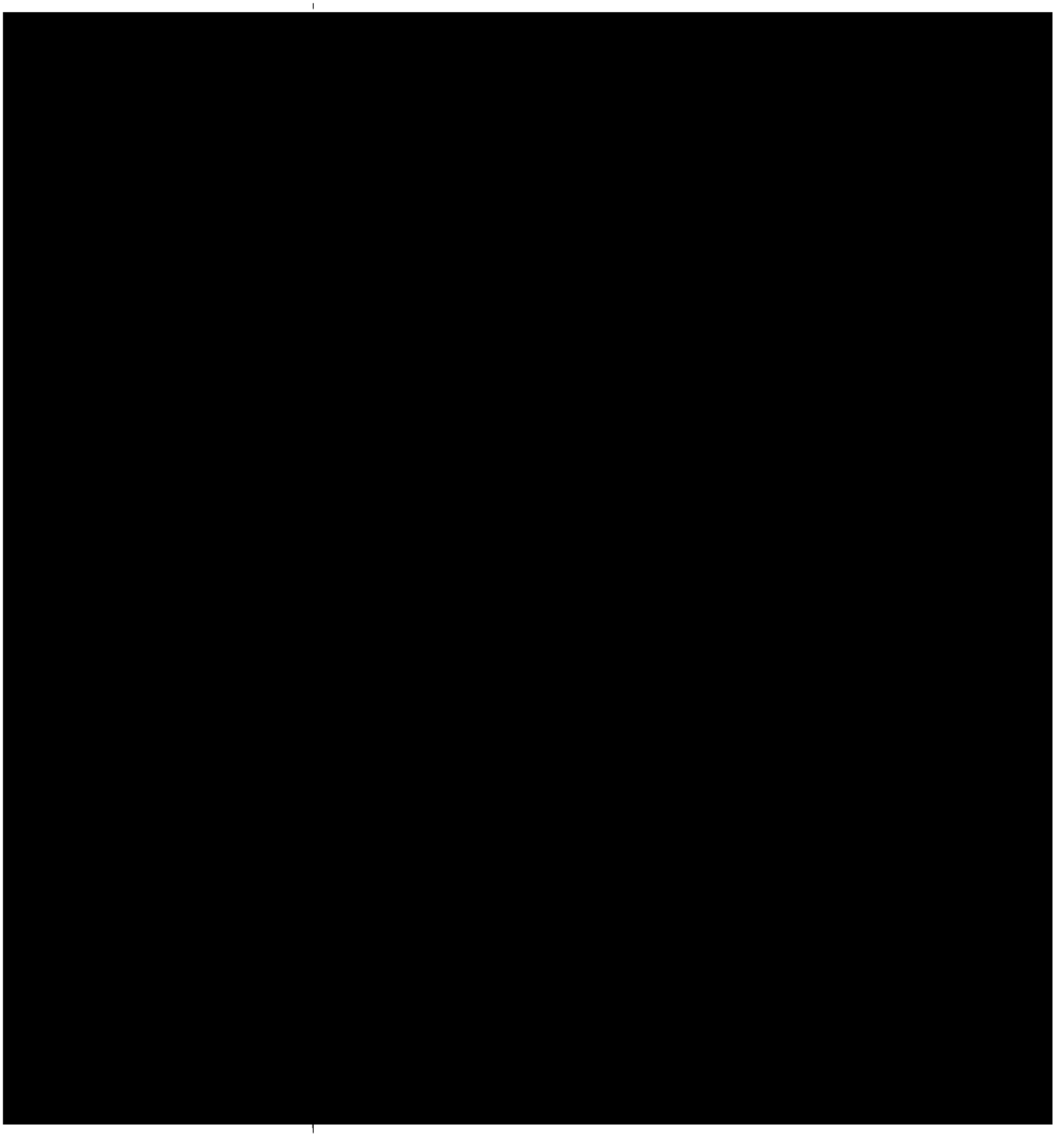
a Subdivision, as recorded in Map Book 130, Page 83, s, Mobile County, Alabama.

heast corner of Lot 1, Dockside Marina Subdivision, as 130, Page 83, Probate Court Records, Mobile County, 7°-05'-58" West and along said Lot 1, a distance of int hereafter referred to as Point "A"; thence continue Vest and along said Lot 1, 5 feet more or less to the East thence Northwardly and Eastwardly along the meanders of more or less; thence South 76°-59'-46" East, 3 feet more reafter referred to as Point "B" (mathematical tie between North 10°-17'-56" East, 373.47 feet); thence continue East, 1102.90 feet; thence South 21°-46'-27" East, 69.72 7°-01'-44" East, 392.21 feet to a point on the West Dauphin Island Parkway (125' Right-of-Way); thence South d along said west Right-of-Way, 298.73 feet to the P.C. of lius curve to the right; thence Southwardly and Westwardly curve (chord bears South 15°-23'-12" West, 16.74 feet) a t to the Point of Beginning.

ONE B-3 TO B-3
D DAUPHIN ISLAND PARKWAY

K & ASSOCIATES OF MOBILE, D.B.A.
RD SURVEYING

ILL ROAD MOBILE, ALABAMA
BYRD@BYRDSURVEYING.BIZ
100' APRIL 13, 2026



Agenda Item # 13

SUB-003671-2026 (HOLDOVER) & ZON-UDC-003720-2026

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

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Rezoning

DETAILS

Location:
4630, 4700, and 4960 Dauphin Island Parkway

Subdivision Name:
Perch Creek – Dockside Marina Subdivision

Applicant / Agent:
Don Coleman, Coleman Marine, LLC & Audubon Properties, LLC / Byrd Surveying, Inc.

Property Owner(s):
Coleman Marine, LLC & Audubon Properties, LLC

Current Zoning:
B-3, Community Business Suburban District

Future Land Use:
Low Density Residential & Water Dependent

Applicable Codes, Policies, and Plans:

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

Proposal:

- Subdivision approval to create two (2) legal lots of record.
- Rezoning from B-3, Community Business Suburban District to B-3, Community Business Suburban District to remove a previous condition of rezoning approval limiting development of the site to a Planned Unit Development.
  - 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.

Considerations:

1. Subdivision proposal with seven (7) conditions.
2. Rezoning with three (3) conditions)

Report Contents: **Page**

Context Map 2
Site History 3
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Commission Considerations 6
Exhibits 9

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL

The site is surrounded by residential and commercial units.

APPLICATION NUMBER 13 DATE May 21, 2026

APPLICANT Perch Creek – Dockside Marina Subdivision

REQUEST Subdivision, Rezoning from B-3 to B-3

N

NTS

SITE HISTORY

In October 1998, the property owner submitted documentation asserting that the marina was a legal nonconforming use, having been in operation prior to the adoption of the Zoning Ordinance in 1967, with multiple structures located on a single building site.

A portion of the subject property (4700 and 4960 Dauphin Island Parkway; see map on page 10) was before the Planning Commission in November 2006 with applications for a two-lot Subdivision, a Planned Unit Development (PUD) to allow multiple buildings on a single building site, and Rezoning. The rezoning request included changing one proposed lot from R-1 (Single-Family Residential) to B-3 (Community Business) to accommodate the existing marina, and the other lot from R-1 to R-3 (Multi-Family Residential) to allow a multi-family development. These approvals were subsequently allowed to expire.

In August 2008, the same properties returned to the Planning Commission with a PUD request to allow multiple buildings on a single building site and a Rezoning request from R-1 to B-3 to facilitate improvements to the existing marina. The PUD request was denied; however, the rezoning was approved by both the Planning Commission and the City Council.

The 2008 rezoning approval was subject to the following conditions:

1. Development limited to an approved PUD;
2. No permits or licenses to be issued until a PUD is submitted and approved;
3. Limited to one curb cut to Dauphin Island Parkway, with size, location, and design subject to approval by Traffic Engineering and ALDOT;
4. Compliance with engineering requirements, including FEMA flood zone regulations, stormwater management, wetland verification, and right-of-way permitting;
5. Approval from all applicable federal, state, and local agencies prior to issuance of permits or land disturbance;
6. Full compliance with all municipal codes and ordinances; and
7. Compliance with all applicable regulations regarding endangered, threatened, or protected species.

In November 2013, the properties were again before the Planning Commission for a one-lot Subdivision, a PUD to allow multiple buildings on a single building site for marina improvements, and a Sidewalk Waiver along Dauphin Island Parkway. All applications were approved, and the *Dockside Marina Subdivision* was recorded in Probate Court; however, the PUD was never acted upon and subsequently expired.

In September 2014, a new PUD application was approved to allow construction of a restaurant at the existing marina. This PUD was also never acted upon and expired.

In March 2015, the properties returned with another PUD application to allow construction of a pavilion. This PUD was likewise never acted upon and expired.

At its December 7, 2023, meeting, the Planning Commission approved a two-lot Subdivision and a Rezoning request to remove the previously imposed conditions requiring development of the site to be subject to approval of a PUD. However, both applications expired because the Final Plat was not submitted for signatures or recorded in Mobile County Probate Court (a condition of rezoning approval), and the required advertising fees for the rezoning were not submitted. As a result, the rezoning request was never forwarded to or considered by the City Council.

Most recently, at its April 16 meeting, the Planning Commission considered applications for a two-lot Subdivision and the termination of a previously approved PUD. However, as previously noted, staff determined that the 2023

rezoning request had never been considered by the City Council and had subsequently expired after one (1) year due to the applicant taking no action to advance the request. Staff further determined that all previously approved PUDs associated with the site had likewise expired, rendering the PUD Termination request unnecessary. Accordingly, staff recommended withdrawal of the PUD Termination application and a holdover of the Subdivision application to allow the applicant time to submit a new Rezoning application to remove the original conditions requiring development to be subject to PUD approval.

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

STAFF COMMENTS

Engineering Comments:

Subdivision

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

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Provide a written description for the proposed subdivision boundary.
C. National Wetlands Inventory (NWI) mapping, as shown on City of Mobile GIS information, indicates that there is potential for wetlands within the property or properties shown on this plat. Show and label the delineated wetlands or provide a note stating that the wetlands shown on this plat are scaled from the NWI data and have not been delineated.
D. Provide a note that a 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
E. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an A, AE, or X (shaded) flood zone designation. BFE = 12.
F. Retain NOTES 6, 7, 8, 12, and 15.
G. Delete NOTES # 13.
H. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review a[redacted]or to obtaining any signatures. No signatures are required on[redacted]

Rezoning

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and

Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.

5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

Driveway number, size, location, and design to be approved by ALDOT 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:

Subdivision (HOLDOVER)

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

The proposed lots have frontage along Dauphin Island Parkway, a Principal Arterial street requiring a 100-foot-wide right-of-way at this location. A 125-foot-wide right-of-way is depicted on the preliminary plat making additional dedication unnecessary.

Both lots exceed the minimum area requirements of Article 2, Section 64-2-14.E. of the Unified Development Code (UDC) for properties served by public water and sanitary sewer within the B-3, Community Business Suburban District. The preliminary plat properly labels each lot with its area in both square feet and acres. If approved, this information should be retained on the Final Plat; alternatively, a table providing the same information will suffice.

The proposed lots also exceed the minimum width requirements of Section 6.C.2.(b)(4) of the Subdivision Regulations for lots within commercial zoning districts.

If approved, a 25-foot front yard setback should be illustrated along Dauphin Island Parkway, consistent with the requirements of Section 6.C.8. of the Subdivision Regulations and Article 2, Section 64-2-14.E. of the Unified Development Code (UDC) for lots within the B-3 Suburban district.

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

Rezoning

The subject site is bordered by property zoned R-1, Single-Family Residential Suburban District, to the north, south, and east, with Dog River located to the west.

The applicant has submitted a site plan depicting the existing marina and states that no improvements to the site are proposed at this time. The purpose of the rezoning request is to remove the previous rezoning conditions requiring Planned Unit Development (PUD) approval for the property (Conditions #1 and #2).

It should be noted that the site is located within the Peninsula Overlay District. Therefore, any future development of the property will be required to comply with the applicable provisions of the Unified Development Code (UDC), including Article 12.

SUBDIVISION (HOLDOVER) CONSIDERATIONS

Standards of Review:

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

Considerations:

If the Planning Commission considers approving the Subdivision request, the following conditions could apply:

1. Retention of the existing right-of-way for Dauphin Island Parkway;
2. Retention of the lot sizes in both square feet and acres, or the provision of a table on the Final Plat with the same information;
3. Revision of the plat to illustrate a 25-foot minimum building setback line along Dauphin Island Parkway;
4. Compliance with all Engineering comments noted in this staff report;
5. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
6. Compliance with all Urban Forestry comments noted in this staff report; and,
7. Compliance with all Fire Department comments noted in this staff report.

REZONING CONSIDERATIONS

Standards of Review:

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

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

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

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

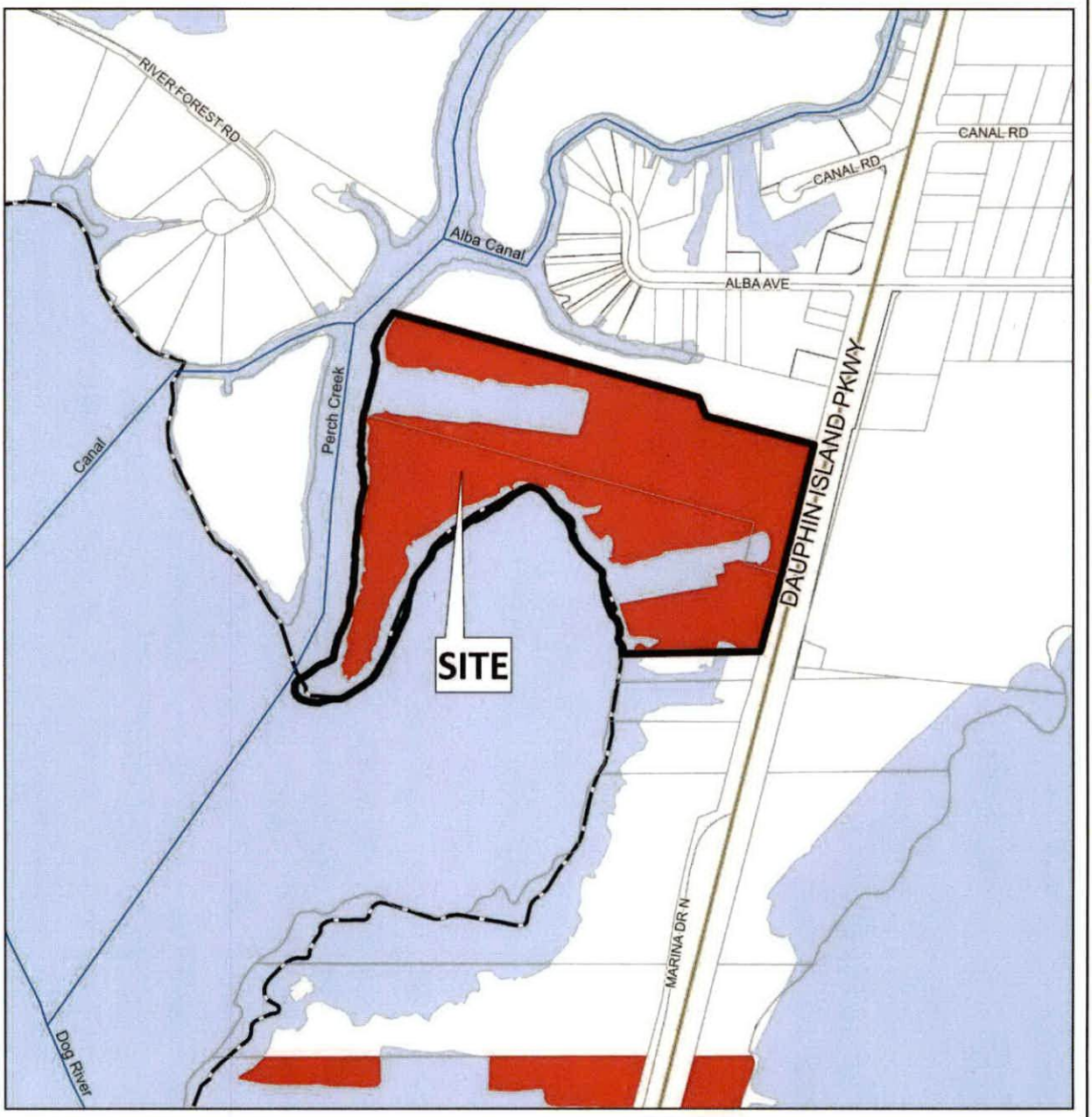
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

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

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

LOCATOR ZONING MAP



APPLICATION NUMBER 13 DATE May 21, 2026

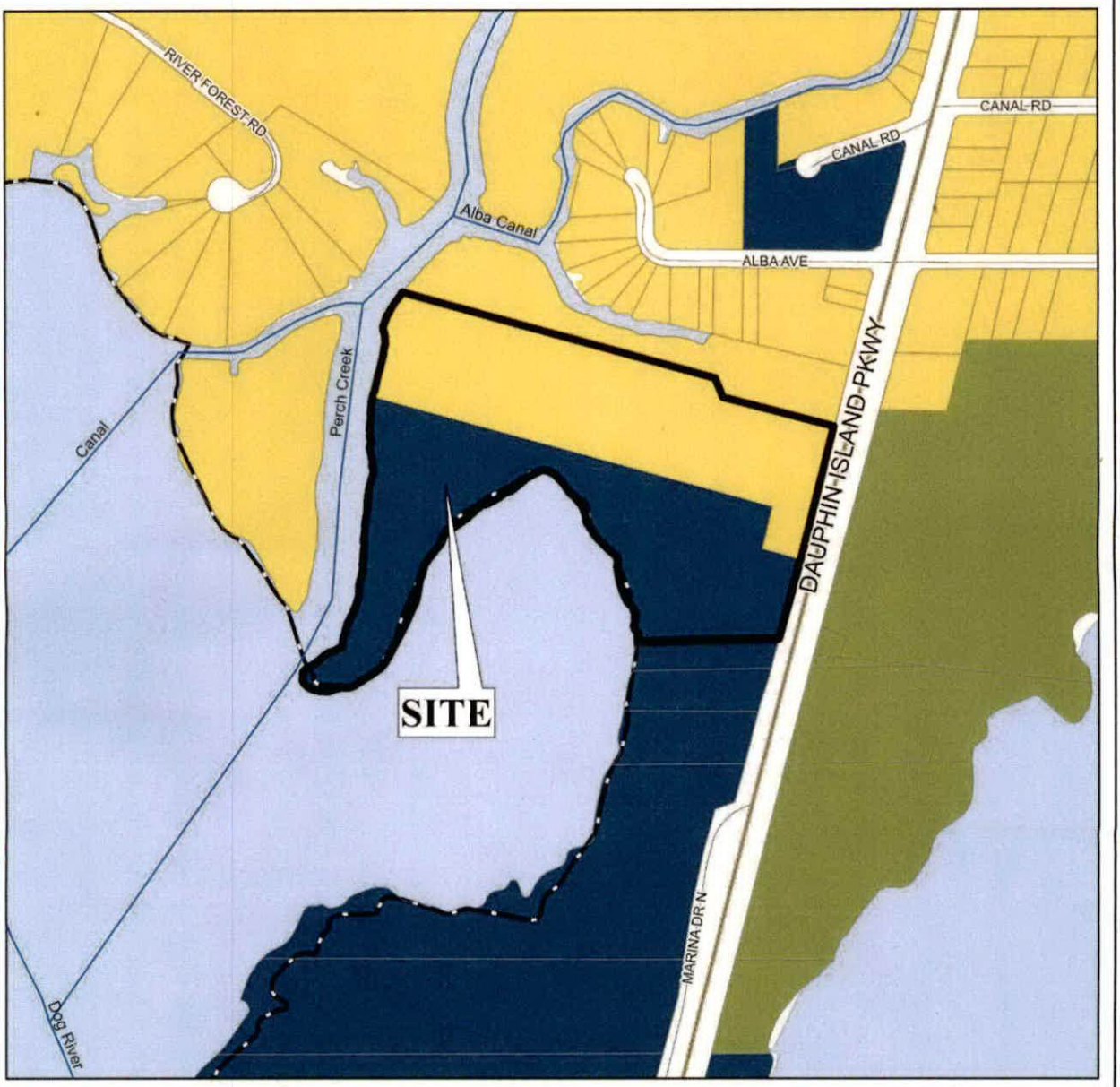
APPLICANT Perch Creek – Dockside Marina Subdivision

REQUEST Subdivision, Rezoning from B-3 to B-3

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 13 DATE May 21, 2026

APPLICANT Perch Creek – Dockside Marina Subdivision

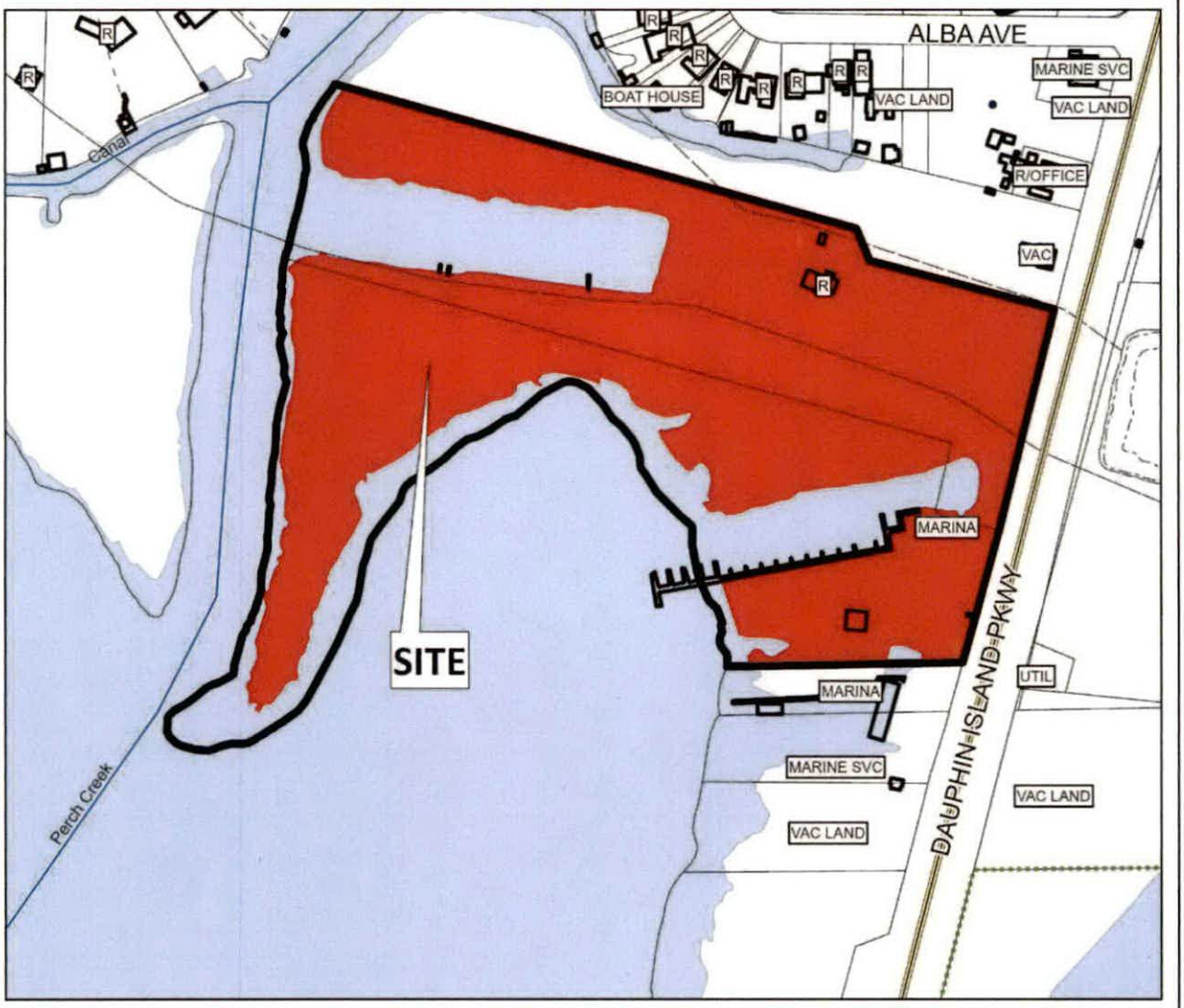
REQUEST Subdivision, Rezoning from B-3 to B-3

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential and commercial units.

APPLICATION NUMBER 13 DATE May 21, 2026

APPLICANT Perch Creek – Dockside Marina Subdivision

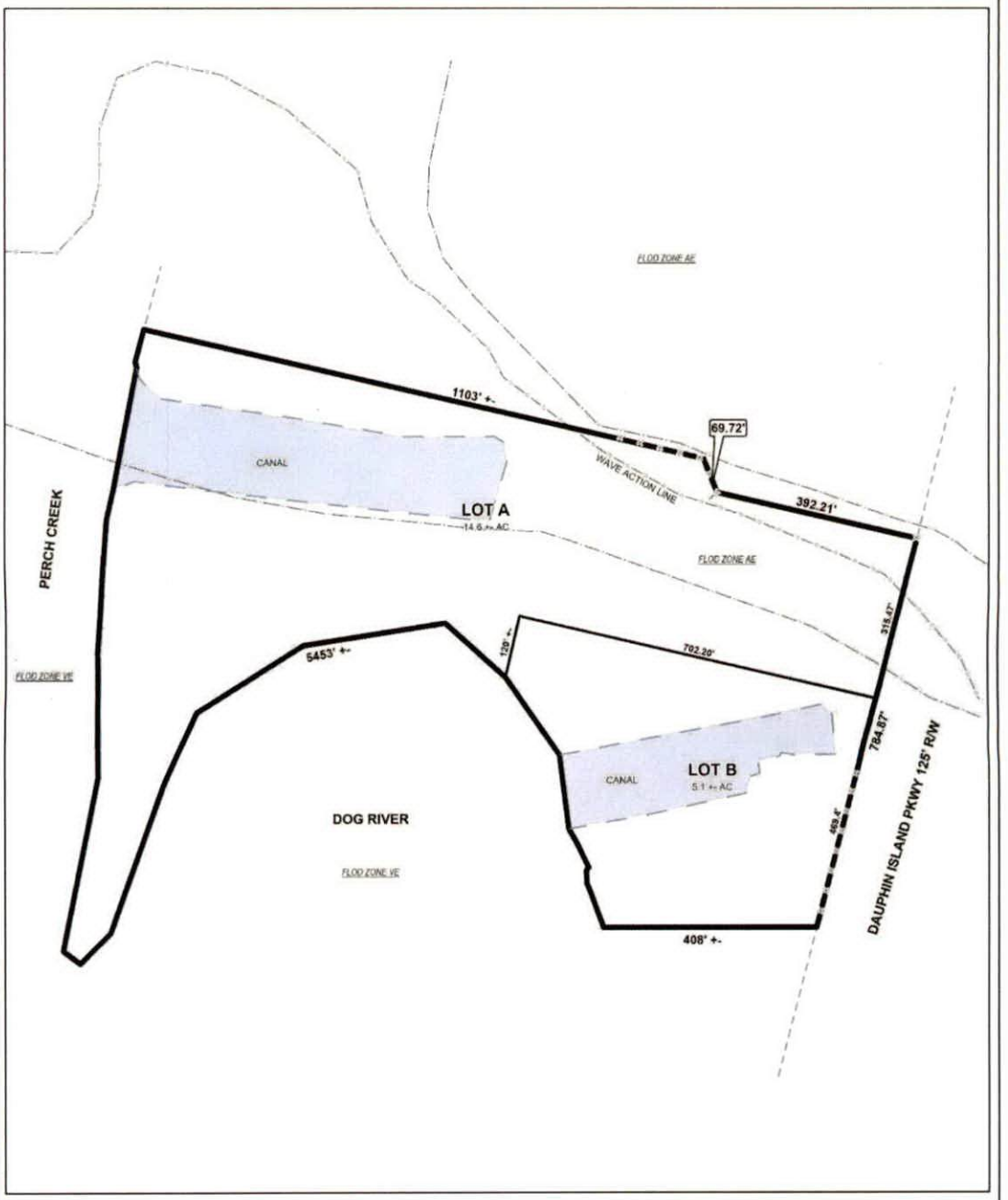
REQUEST Subdivision, Rezoning from B-3 to B-3

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

N

NTS

MODIFICATION SITE PLAN



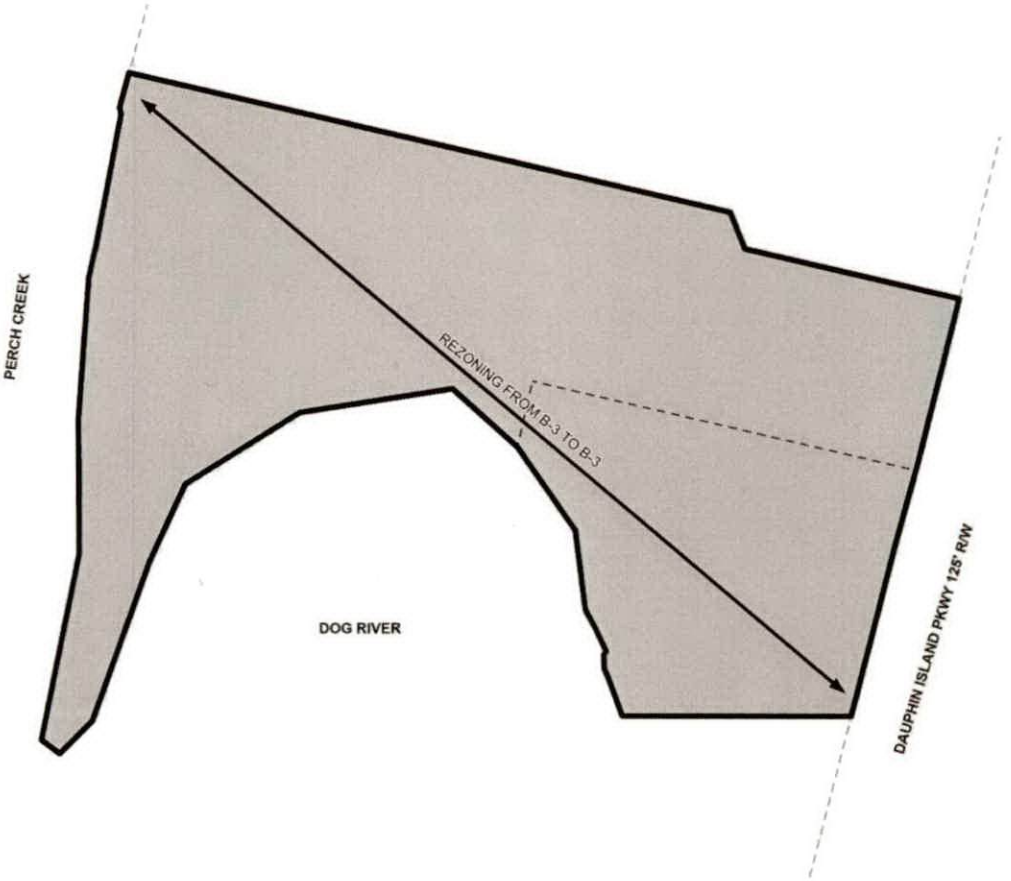
The site plan illustrates proposed lots and flood zones.

APPLICATION NUMBER	13	DATE	May 21, 2026
APPLICANT	Perch Creek – Dockside Marina Subdivision		
REQUEST	Subdivision, Rezoning from B-3 to B-3		

N

NTS

SUBDIVISION SITE PLAN



APPLICATION NUMBER	13	DATE	May 21, 2026
APPLICANT	Perch Creek – Dockside Marina Subdivision		
REQUEST	Subdivision, Rezoning from B-3 to B-3		

N

NTS

FUTURE LAND USE MAP CORRESPONDENCE TO ZONING

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

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

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

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

Zoning correspondence matrix

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

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

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

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

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

LOW DENSITY RESIDENTIAL (LDR)

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

Character Example

Development Intent

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

Land use mix

Primary Uses

- Residential, Single family
- Residential, Attached

Secondary Uses

- Residential, Multifamily
- Civic
- Parks

Housing mix

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

WATER-DEPENDENT & WATER-RELATED USES (WDWRU)

This designation applies to areas within the Mobile-Tensaw River Delta, Mobile Bay, Dog River, and associated tributaries, where potential future uses must, under normal operating conditions, be located on, in, or immediately adjacent to coastal waters in order to be physically and economically practicable. This includes various Uses of Regional Benefit. It may also apply to water-related and water-enhanced uses such as marinas, complementary marine businesses, industry and warehousing, housing, restaurants, and other facilities that are open to the public and offer public access to the waters of the state. These areas include port terminal facilities, docks, shipyards, drydocks, etc., that are mostly owned by the State of Alabama (but are not subject to local zoning).

ENVIRONMENTALLY SENSITIVE AREAS

Environmentally Sensitive Areas identify land that may exhibit potential for flooding or have significant development limitations due environmental conditions. In some cases, these lands also serve as buffers to separate areas that may have the potential to become conflicting land uses. The purpose of this overlay is to identify these sensitive areas so that they are given consideration for protection or incorporated as amenities within new developments. This designation does not mean existing development cannot expand in these areas.

The FLUM depicts these areas partially based upon data on environmental constraints that may not correspond precisely with conditions on the ground. However, these areas may also contain specific limitations such as riparian buffer overlays which have a defined width established through the zoning code. When considering rezoning requests or other development proposals, some areas classified as Environmentally Sensitive may be determined not to contain anticipated development constraints, or that existing conditions can reasonably be mitigated. In such cases, the future preferred land use should be based on the underlying designations, contextual considerations, and other relevant City policies.

Intent

- Conserve environmentally sensitive land.
- Buffer incompatible land uses with open space.
- Develop a connected open space network through the city for recreation.

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 for Property
Located at 5361 Moffett Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **June 9, 2026**, a public hearing will be held on the **14th** day of **July, 2026**, at 10:30 a.m., to consider adoption of an ordinance for the proposed rezoning for property located at 5361 Moffett Road from R-1, Single-Family Residential Urban District, to B-3, Community Business Suburban District.

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

Lisa C. Lambert
City Clerk

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

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

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

LOTS A, B, C, D, E, O, P AND Q, OF A SUBDIVISION IN THE SOUTH 1/2 OF SECTION THREE (3), TOWNSHIP FOUR (4) SOUTH, RANGE TWO (2) WEST, MOBILE COUNTY, ALABAMA, AND FURTHER RECORDED AS PER MAP IN DEED BOOK 156 NS PAGE 125.

The classification of said property is hereby changed from Single-Family Residential Suburban District (R-1), to Community Business Suburban District (B-3), 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-3, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in an B-3, until all of the conditions set forth below have been complied with: 1. Provision of a 20-foot-wide residential protection buffer in compliance with the standards of Article 3, Section 64-3-8.A.2. of the Unified Development Code; 2. Denial of vehicular access to Sawada Drive; and 3. 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 14th day of July, 2026, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 17th day of June, 2026 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **5361 Moffett Road.**

The proposed amendment to the Unified Development Code changes the classification of the subject property from **Single-Family Residential Suburban District (R-1), to Community Business Suburban District (B-3).** 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-3** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in **B-3** districts until the following conditions have been complied with: 1. Provision of a 20-foot-wide residential protection buffer in compliance with the standards of Article 3, Section 64-3-8.A.2. of the Unified Development Code; 2. Denial of vehicular access to Sawada Drive; and 3. 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:

LOTS A, B, C, D, E, O, P AND Q, OF A SUBDIVISION IN THE SOUTH 1/2 OF SECTION THREE (3), TOWNSHIP FOUR (4) SOUTH, RANGE TWO (2) WEST, MOBILE COUNTY, ALABAMA, AND FURTHER RECORDED AS PER MAP IN DEED BOOK 156 NS PAGE 125.

The classification of said property is hereby changed **from Single-Family Residential Suburban District (R-1), to Community Business Suburban District (B-3),** 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-3,** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in an **B-3,** until all of the conditions set forth below have been complied with: 1. Provision of a 20-foot-wide residential protection buffer in compliance with the standards of Article 3, Section 64-3-8.A.2. of the Unified Development Code; 2. Denial of vehicular access to Sawada Drive; and 3. 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

Nikita Pleasure
5361 Moffett Road
Council District 7
Gina Gregory

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

May 29, 2026

City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **May 21, 2026**, considered the request of **Nikita Pleasure,** for a change in zoning from **Single-Family Residential Suburban District (R-1), to Community Business Suburban District (B-3),** for the property located at **5361 Moffett Road**.

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

Copies of the application and report are attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

May 22, 2026

Real Estate with Pleasure
ATTN: Nikita Pleasure
[redacted]

Re: 5361 Moffett Road
ZON-UDC-003729-2026
Nikita Pleasure
District 7
Rezoning from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3)

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

At its meeting on May 21, 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-3, Community Business Suburban District**:

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

As such, the Planning Commission voted to recommend approval of Rezoning the property to **B-3, Community Business Suburban District**, to the City Council, subject to the following conditions:

[redacted]

1. Provision of a 20-foot-wide residential protection buffer in compliance with the standards of Article 3, Section 64-3-8.A.2. of the Unified Development Code;
2. Denial of vehicular access to Sawada Drive; and
3. Full compliance with all municipal codes and ordinances.

The advertising fee for this application based on the current legal description is $298.30. 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.

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: D. Logan Anderson

D. Logan Anderson
Principal Planner II, Planning and Zoning

[redacted]

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:	1120 Hillcrest Rd 2V	
Email:	[redacted]	
Phone:		
Email:		
Name:		

[redacted]

	Owner	Design Professional
Name:	Shalom Property Group llc	
Firm:		
Phone:	[redacted]	
Email:		
Address:		

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

5361 Moffett Rd, Mobile, AL 36618 — Property Address

133,294 sq ft (3.06 acres) — Property Area (acres or square feet)

R022905010000000.011 — Parcel Number(s) or Key Number(s)

R — Present Zoning or Transect District

B — 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 — 4/17/2026 Date

Applicant or Agent Signature (if applicable) — 4/17/2026 Date

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

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

Applicant or Agent Signature — 4/17/2026 Date

[redacted]

CHECKLIST A
Conditional Use Permit

Requirement Checklist A is required for all Conditional Use Permits

The following information is required to evaluate applications for Conditional Use Permits. Please provide a statement for all items.

Please consult the Use Table in Section 64-2-24 of the UDC as the following uses may require supplemental documentation. Select all of the uses that apply.

☐ Bed and Breakfast Establishments	☐ Daycare, Child (Home Based 7-12 Children)
☐ Community Residences	☐ Private or Parochial School
☐ Above-Ground Oil Storage Tank	☐ Hazardous Substance Storage Tank
☐ Bar/Lounge	

Have you provided the required information for the selected uses above? ☐ Yes ☐ No

---

The Following information is required for Conditional Use Permits. Please refer to Section 64-10-6 for a full description of the requirements and verify that the following documentation is provided:

- ☐ Planning Commission Application
- ☐ Site Plan
- ☐ Documentation of compliance with Approval Criteria
- ☐ Neighborhood Meeting Documentation
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer

---

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

   _____
   _____
   _____
   _____

   _____
   Future Land Use Map (FLUM) Designation

2. Is the application compliant with Development Standards of Article 3? ☐ Yes ☐ No
   If no, what are the deficiencies?

   _____
   _____
   _____

3. Describe how the application and plan is compatible with the character of the surrounding neighborhood.

   _____
   _____
   _____

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

[redacted]

5. Please provide the following information:
   - ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)
   - ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
   - ☐ Lighting:
   - ☐ Hours of operation:
   - ☐ Other conditions that are unique to the use of the property:

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

7. Describe how the proposal is designed to minimize the impact on storm water facilities.

8. Describe how the development is served by water and sanitary sewer services. What services are provided and by what entity?

9. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.

10. For Above-Ground Oil Storage Tanks, please include all information required by Section 64-4-7. For Hazardous Substance Storage Tanks, please include all information required by Section 64-4-8.

[redacted]

SUPPLEMENTAL DOCUMENTATION
Bed and Breakfast Establishments

The following information is required to evaluate applications for Conditional Use Permits for a Bed and Breakfast. Please provide a statement for all items.

1. Will the owner of the establishment reside on the site? ☐ Yes ☐ No
   How many nonresident employees are proposed for the business?

2. How many guest rooms will be provided?

3. Will meals be provided? Are meals or food to be provided to any customers that are NOT overnight guests of the proposed Bed and Breakfast?

4. What is the maximum stay for guests?

SITE PLAN, BUILDING ELEVATION AND SIGN INFORMATION

The following information is required to evaluate the conditional use application. Please provide all the following information as additional documentation.

- ☐ Provide elevations of all structure on the property to illustrate that the residential nature of the neighborhood or the character of the dwelling as a residence are maintained.
- ☐ Illustrate the refuse area on the site plan (be no closer than twenty (20) feet from any property line and 100 feet from any dwelling on an adjacent lot)
- ☐ Illustrate required parking on the site plan (Minimum of two (2) off-street parking spaces for the principal occupants of the residence, and a minimum of one (1) additional parking space per guest room. The additional parking spaces shall not be located in any required front or side yard setback area and shall be screened from the view of adjacent properties.
- ☐ No more than one (1) identification sign shall be permitted for the Bed and Breakfast use. Such signs shall state only the name and street address of the establishment. It shall not exceed four (4) square feet in sign face area. No other signage or advertising copy such as Vacancy/No Vacancy, Rent/Lease, etc. is permitted.

[redacted]

SUPPLEMENTAL DOCUMENTATION
Bar/Lounge

The following information is required to evaluate applications for Conditional Use Permits for a Bar/Lounge. Please provide a statement for all items.

1. Is entertainment or music to be provided? ☐ Yes ☐ No
   If yes, how often will entertainment or music be provided? Will sound systems or amplification be used? What hours will entertainment or music be provided?

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

3. Describe any potential adverse effects of the proposed use and structure upon the neighborhood and how will they be mitigated.

[redacted]

SUPPLEMENTAL DOCUMENTATION
Community Residences

The following information is required to evaluate applications for Conditional Use Permits for Community Residences. Please provide a statement for all items.

1. How many unrelated persons will occupy the home?

2. Will the community residence operate as a functional family (also known as emulating a biological family) to foster community gathering?

3. Is there an existing community residence within one thousand linear feet of the proposed community residence location? ☐ Yes ☐ No
   Refer to the Alabama Department of Mental Health, the Alabama Department of Public Health, and the Alabama Department of Human Resources for information regarding existing community residences.
   If yes, provide the address of the existing community residence(s).

4. Describe how the proposed Community Residence will not alter the residential character of the surrounding neighborhood.

5. By how many individuals will the community residence exceed the as of right maximum of four (4) residents? Provide an explanation of the financial and/or therapeutic need to house the proposed number of residents.

6. What is the primary function of the proposed Community Residence? What type of treatment is provided on site?

7. Describe how the requested number of residents in the proposed Community Residence will not interfere with the normalization and community integration of the occupants of any existing Community Residence.

[redacted]

SUPPLEMENTAL DOCUMENTATION
Daycare, Child (Home Based 7-12 children)

The following information is required to evaluate applications for Conditional Use Permits for Home Based Daycare. Please provide a statement for all items.

1. Is the home the primary residence of the daycare operator? ☐ Yes ☐ No

2. Are there additional employees? ☐ Yes ☐ No
   If yes, how many and do they reside at the home?

   _____

   _____

SITE PLAN AND BUILDING INFORMATION

The following are required to evaluate the conditional use application. Please provide all the following information as additional documentation.

- ☐ The outdoor play area shall be enclosed by a fence or wall at least four (4) feet in height. Please indicate on the site plan.
- ☐ The outdoor play area shall be adequate in size to accommodate the number of children served but in no event may be less than the number required of the Alabama Department of Human Resources.
- ☐ All parking shall comply with the Parking Requirements of Article 3, Section 12, except that the parking and driveway may be of an Approved Alternative Paving Surface, and shall comply with the size, location, and other specification requirements set forth in Section 64-3-12.
- ☐ The following minimum amount of off-street parking must be provided:
  - ☐ The minimum number required for residences as set forth in Section 64-3-12 and Table 64-3-12.1 (i.e., two (2) per dwelling unit for a single-family detached dwelling); plus
  - ☐ One (1) space for each employee who is not a full-time permanent resident of the home; plus
  - ☐ One (1) space for every three (3) children that the home daycare is licensed to serve by the Department of Human Resources.
- ☐ The indoor floor space of the home must be adequate in size to accommodate the number of children served but in no event may be less than the number required of the Alabama Department of Human Resources.

[redacted]

SUPPLEMENTAL DOCUMENTATION
Private or Parochial Schools

The following information is required to evaluate the conditional use application. Please provide all the following information as additional documentation.

SITE PLAN

- ☐ Building coverage shall not exceed forty (40) percent of the total lot area.
- ☐ Not less than two (2) off-street parking spaces per classroom shall be provided for an elementary school, three (3) per classroom for a junior high school and eight (8) per classroom for a senior high school.
- ☐ Minimum yard dimensions should be: Front Yard depth, thirty (30) feet; Side Yard width, forty (40) feet; Rear Yard depth, forty (40) feet, provided that each of these dimensions should be increased by one foot for every foot by which the height of the building exceeds thirty-five (35) feet.
- ☐ Playgrounds, play fields and other active recreation facilities should not extend into required yards, and no structure for seating spectators at athletic events (except a gymnasium or auditorium completely enclosed within a building) should be located closer than two hundred (200) feet to any residential property line.
  - ☐ One off-street parking space should be provided for every three (3) spectator seats in any such facility.
- ☐ Off-street school bus loading spaces should be provided when school buses are to be used.
- ☐ Fences or planted buffer strips should be provided as determined by the Board to be necessary for safety purposes or to minimize possible adverse effects upon adjacent property.

[redacted]

CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

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

---

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   The proposal aligns with Map for Mobile by supporting reinvestment along a major corridor (Moffett Rd), encouraging small

   Commercial Corridor / Mixed
   Future Land Use Map (FLUM) Designation

   B
   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 proposed rezoning promotes the health, safety, and welfare of the community by converting an existing residence into a low

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.
   Conditions along Moffett Road have changed significantly over time, with the corridor evolving from a predominantly residential area to a

[redacted]

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.
   Development trends along Moffett Road show a clear shift toward small offices, retail establishments, churches, and service

2. Describe the surrounding land uses.
   The surrounding area includes a mix of residential and commercial uses. Properties to the north front Moffett Road and are part of the comn

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.
   The proposed use is low

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.
   The site is adequately served by existing infrastructure. Public water, power, and gas are available, and the property is currently served by an existing septic or sewer connection as noted on the site plan. The proposed office use does not require significant utility demand and will not strain existing infrastructure. Access to the site is safe and appropriate for the intended use.

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.
   he rezoning serves the public interest by improving an underutilized property and providing a neighborhood

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

There are no Specific Area Plans, Neighborhood Plans, regulating plans, or overlay districts that apply to the property at 5361 Moffett Road. The

[redacted]

CHECKLIST C

Planned Development

The following are required to evaluate applications for Planned Developments. Please provide a statement for all prompts.

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

- ☐ Planning Commission Application
- ☐ Neighborhood Meeting documentation
- ☐ A Concept Plan
- ☐ Dimensional and Design Standards, per Section 64-2-23.D
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer
- ☐ List of Permitted uses, per Section 64-2-23.C

---

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

   _____

   _____

   _____

   _____

   _____
   Future Land Use Map (FLUM) Designation

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

   _____

   _____

   _____

   _____

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

   _____

   _____

   _____

   _____

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

     _____

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

     _____

     _____
   - ☐ Lighting:

     _____

     _____
   - ☐ Hours of operation:

☐ Other conditions that are unique to the use of the property:

5. Describe how the proposal is designed to minimize the impact on storm water facilities.

6. Describe how the development is served by water and sanitary sewer services. What services are provided and by what entity?

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.

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

SITE PLAN AND BUILDING INFORMATION

The following information is required to evaluate the application. Please provide all the following information as additional documentation.

- ☐ Illustrate that the site plan satisfies the minimum continuous acreage requirements of Section 64-2-23.A
- ☐ Illustrate the open space.
- ☐ Illustrate available public utilities, streets, and community facilities.
- ☐ Illustrate that the site has appropriate ingress and egress.
- ☐ Illustrate how the site accommodates existing urban amenities and natural features.

[redacted]

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

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

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

☐ Planning Commission Application

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

---

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

   _____

   _____

   _____

   _____

   _____

   Future Land Use Map (FLUM) Designation

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

   _____

   _____

   _____

   _____

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

   _____

   _____

   _____

   _____

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

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

[redacted]

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

     _____

     _____

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

     _____

     _____

   - ☐ Lighting:

     _____

     _____

   - ☐ Hours of operation:

     _____

   - ☐ Other conditions that are unique to the use of the property:

     _____

     _____

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.

   _____

   _____

   _____

   _____

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

   _____

   _____

   _____

   _____

[redacted]

CHECKLIST E

Terminating a Previously Approved Planned Unit Development

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

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

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

---

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

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

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

[redacted]

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

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

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

7. Confirm the following:

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

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

☐ All **infrastructure easements** remain complaint with City requirements and are unaffected by termination.

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

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

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

[redacted]

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?
   The meeting will be held on April 27, 2026

2. What information was presented at the meeting?

3. What concerns were raised during the meeting?

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

[redacted]

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project Real Estate with Pleasure

Address 5361 Moffett Rd

Owner Shalome Property Group llc

Address 1120 Hillcrest Rd Zip Code 36695

P [redacted]

Authorized Agent Nikita Pleasure [redacted]

Contractor TBD

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Architect _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Submitted by:

_____

Signature Print

_____ _____

Date Affiliation to project/Organization

[redacted]

602

The applicant requests the rezoning of 5361 Moffett Road from R-1 to B-3 to allow the adaptive reuse of the existing residence as a small real estate office. The property fronts Moffett Road, a major arterial corridor that has transitioned from primarily residential uses to a mixture of commercial, office, and service-based development. The current R-1 zoning no longer reflects the functional character of the corridor, and the proposed B-3 zoning will allow a low-impact professional office use that is compatible with surrounding properties. The project maintains the existing building footprint and residential scale while adding minor site improvements such as defined parking, ADA access, landscaping, and down-shielded lighting. The proposed use will generate minimal traffic, operate only during standard business hours, and produce no noise, odor, glare, or other adverse impacts. The request is consistent with Map for Mobile, which encourages reinvestment along major corridors, adaptive reuse of existing structures, and the introduction of neighborhood-serving commercial uses in appropriate locations. The rezoning will enhance the appearance and safety of the site, support small-business activity, and contribute positively to the ongoing revitalization of the Moffett Road corridor. All improvements are expected to be completed within six to nine months of approval, and the office will open shortly thereafter. The project preserves the existing structure, introduces compatible site enhancements, and supports the City's goals for responsible land-use transitions and corridor improvement.

Outlook

Nikita Pleasure (ZON-UDC-003729-2026)

[redacted]

Good afternoon,

We have completed our initial review of the Rezoning application referenced above. Before the application can be deemed complete and scheduled for consideration by the Planning Commission, the following items must be addressed:

1. **Site Plan Requirements:**
   Provide a site plan that illustrates all existing or proposed site improvements, including any applicable requirements of **Article 10** of the Unified Development Code (**Pages 6–7**).
   - Aerial photographs are not sufficient.
   - A hand-drawn plot plan is acceptable, provided it includes all required dimensions.

2. **Neighborhood Meeting Documentation:**
   Complete and compliant Neighborhood Meeting documentation must be submitted to the Planning and Zoning Department **by 4:30 PM on Wednesday, May 6, 2026**.

3. **Legal Description:** Please note that a complete legal description of the subject property, outlining the full boundary of the Rezoning 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 insufficient as it does not accurately describe the property. Please refer to your deed or survey for a complete legal description.

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

Once all the above items have been addressed, an invoice will be issued for the applicable application fees. Please be aware that the application **will not be considered complete** until all required materials are received **and** the invoice has been paid.

If all requirements are fulfilled **by noon on Tuesday, April 21, 2026**, the application will be considered **partially complete** and placed on the agenda for the **May 21, 2026,** Planning Commission meeting. If this deadline is not met, the application will be **held over** until it is complete.

Important:
If the required Neighborhood Meeting documentation is not received by **May 6, 2026**, the application will be held over. A new Neighborhood Meeting may be required if the submitted documentation does not comply with the required submittal timeline.

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

Thank You,
Logan Anderson
Principal Planner II
Planning & Zoning
[redacted]

Outlook

Re: Nikita Pleasure (ZON-UDC-003729-2026)

[redacted]

We're in receipt of the attached documents for the above-referenced Rezoning application and determined that it is **partially complete**.

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

1. **Neighborhood Meeting Documentation:**
   Complete and compliant Neighborhood Meeting documentation must be submitted to the Planning and Zoning Department **by 4:30 PM on Wednesday, May 6, 2026**.

If the application fees are paid **by noon on Tuesday, April 21, 2026**, the case will be scheduled for the **May 21, 2026, Planning Commission** agenda. However, please note that if the Neighborhood Meeting documentation is not received by the stated deadline, the application will be held until all outstanding requirements are satisfied.

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

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

Thank You,
Logan Anderson
Principal Planner II

[redacted]

[redacted]

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.

Good afternoon, and thank you for your prompt review and feedback. I have attached my site plan and the DWG file. I have also included the 1949 version of the deed for the legal description and current survey; please advise. The neighborhood meeting will be held April 27th. We will upload all supporting documents immediately afterward.

On Mon, Apr 20, 2026 at 12:10 PM Anderson, Logan [redacted] wrote:

> Good afternoon,
>
> We have completed our initial review of the Rezoning application referenced above. Before the application can be deemed complete and scheduled for consideration by the Planning Commission, the following items must be addressed:
>
> 1. **Site Plan Requirements:**
>   Provide a site plan that illustrates all existing or proposed site improvements, including any applicable requirements of **Article 10** of the Unified Development Code (**Pages 6–7**).
>   - Aerial photographs are not sufficient.
>   - A hand-drawn plot plan is acceptable, provided it includes all required dimensions.

2. **Neighborhood Meeting Documentation:**
   Complete and compliant Neighborhood Meeting documentation must be submitted to the Planning and Zoning Department **by 4:30 PM on Wednesday, May 6, 2026**.

3. **Legal Description:** Please note that a complete legal description of the subject property, outlining the full boundary of the Rezoning 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 insufficient as it does not accurately describe the property. Please refer to your deed or survey for a complete legal description.

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

Once all the above items have been addressed, an invoice will be issued for the applicable application fees. Please be aware that the application **will not be considered complete** until all required materials are received **and** the invoice has been paid.

If all requirements are fulfilled **by noon on Tuesday, April 21, 2026**, the application will be considered **partially complete** and placed on the agenda for the **May 21, 2026,** Planning Commission meeting. If this deadline is not met, the application will be **held over** until it is complete.

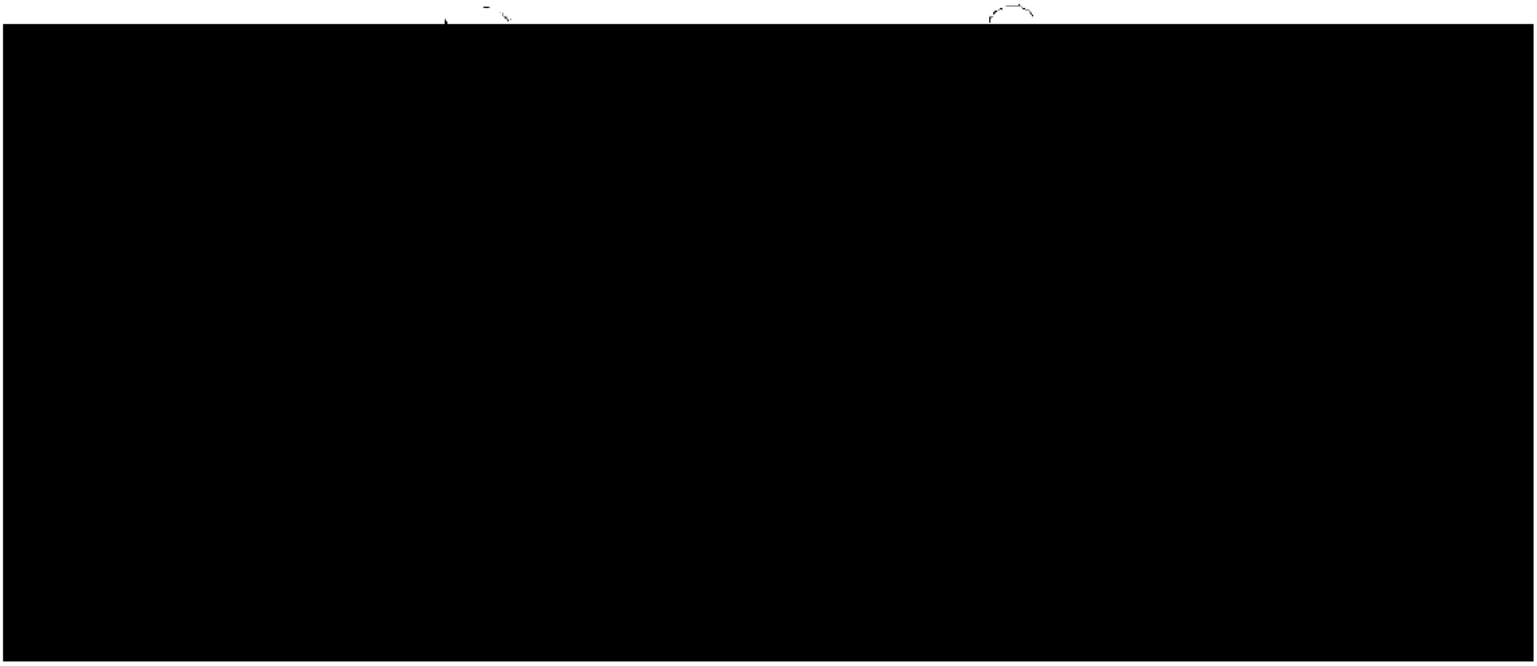
Important:
If the required Neighborhood Meeting documentation is not received by **May 6, 2026**, the application will be held over. A new Neighborhood Meeting may be required if the submitted documentation does not comply with the required submittal timeline.

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

Thank You,
Logan Anderson
Principal Planner II

[redacted]

[redacted]



Notice of Neighborhood Meeting
April 8, 2026

Dear Property Owner(s):

This letter is to inform you that a Neighborhood Meeting has been scheduled to discuss the following application(s) that Shalom Property Group will be submitting to the Mobile City Planning Commission:

1. **Rezoning Application** – A request to rezone the property at **5361 Moffett Road** from Single-Family Residential Suburban District (R-1) to Community Business District (B-3) to allow the use of the property as a real estate office.
2. *(No additional applications are being submitted at this time.)*

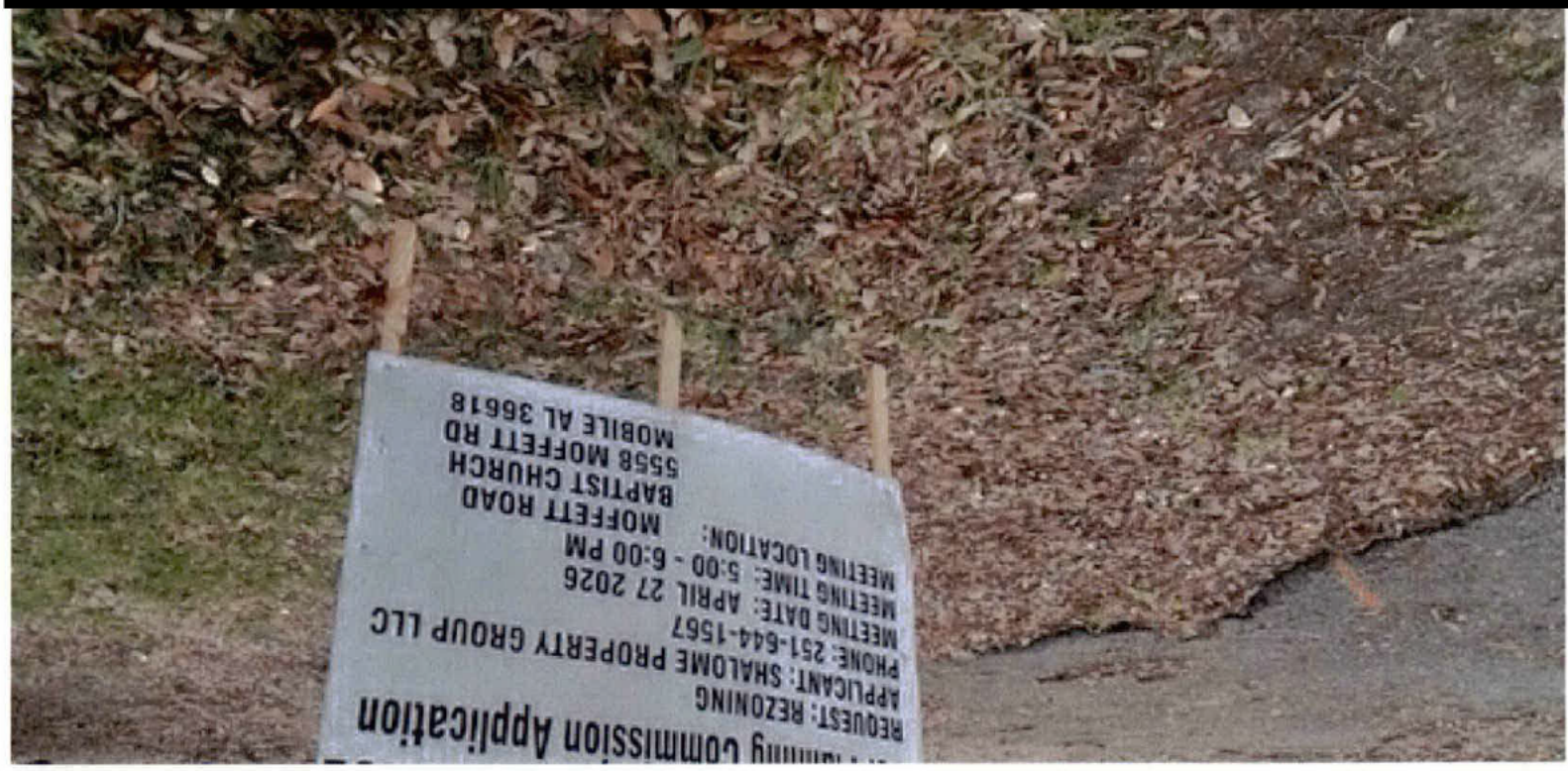
The Neighborhood Meeting will be held at the following time, date, and location:

Date: April 27, 2026
Time: 5:00 PM – 6:00 PM
Location: Moffett Road Baptist Church
Address: 5555 Moffett Road, Mobile, AL

You are receiving this notice because your property is located within 300 feet of 5361 Moffett Road, 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,

Nikita Pleasure
Shalom Property Group
1120 Hillcrest Rd, Suite 2V
[redacted]


Planning Commission Application
REQUEST: REZONING
APPLICANT: SHALOME PROPERTY GROUP LLC
PHONE: 251-644-1567
MEETING DATE: APRIL 27 2026
MEETING TIME: 5:00 - 6:00 PM
MEETING LOCATION: MOFFETT ROAD
BAPTIST CHURCH
5558 MOFFETT RD
MOBILE AL 36618

NEIGHBORHOOD MEETING NOTICE
For Planning Commission Application
REQUEST: REZONING
APPLICANT: SHALOME PROPERTY GROUP LLC
PHONE: 251-644-1567
MEETING DATE: APRIL 27 2026
MEETING TIME: 5:00 - 6:00 PM
MEETING LOCATION: MOFFETT ROAD BAPTIST CHURCH
5558 MOFFETT RD
MOBILE AL 36618
Live effect
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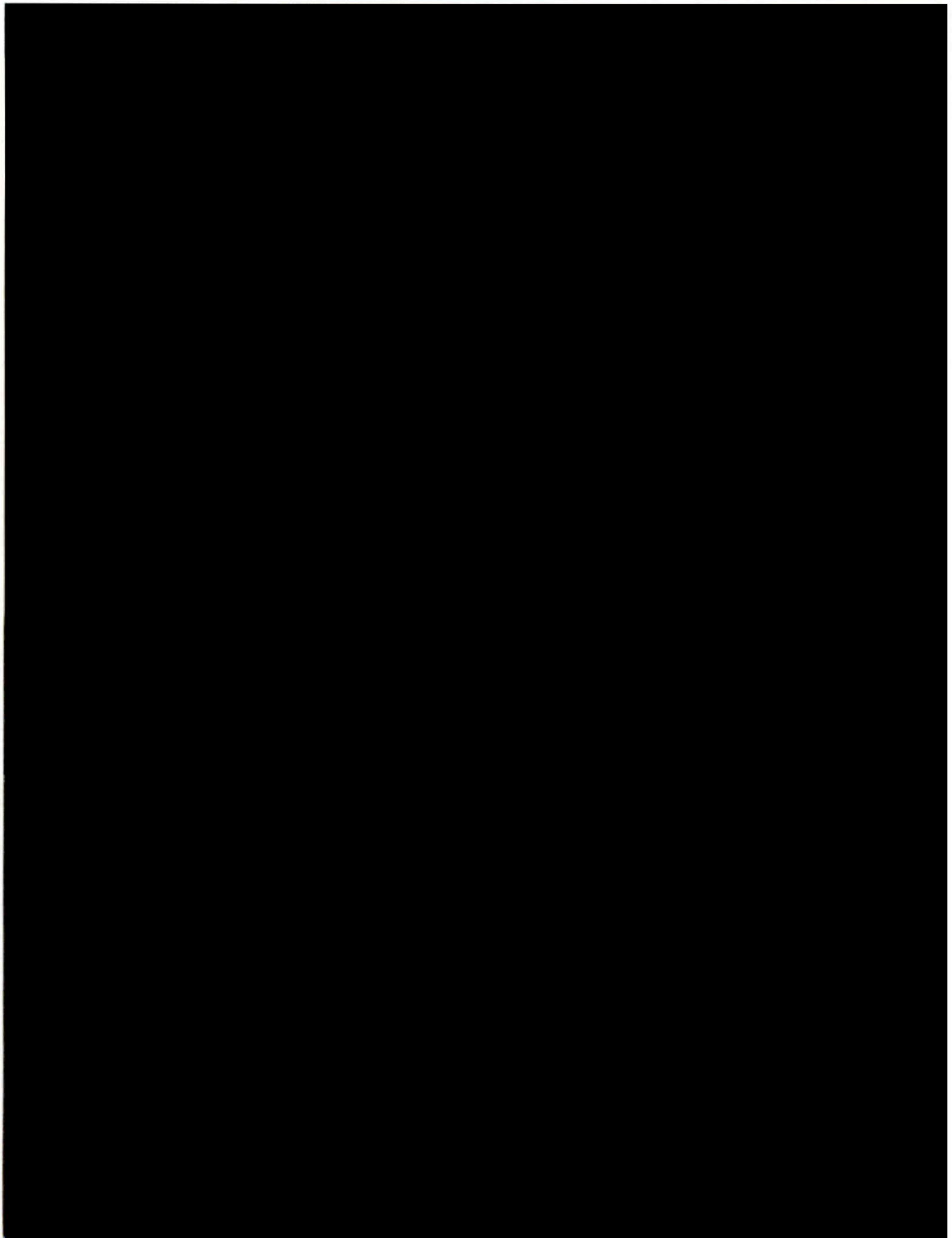

Neighborhood Meeting Sign-In Sheet

Date: _____ Meeting Location: _____

Applicant: _____ Application(s): _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

NEIGHBORHOOD MEETING PACKET

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Important Notice:

This packet outlines the requirements for conducting a Neighborhood Meeting. **Please read all instructions carefully and ensure that every requirement is met.** Even minor errors can result in your meeting being deemed invalid, which may prevent your application(s) from being placed on the Planning Commission agenda.

Common issues include but are not limited to listing an incorrect meeting date in your notice, holding the meeting at an unapproved location, failing to conduct the meeting indoors, or using signage with lettering that is too small.

Examples of signs, meeting notices, sign-in sheets, and summary sheets are included for reference. These are provided as general guides only and do not reflect the specific details of your application.

If you have any questions, please contact the Planning and Zoning Department for assistance. Doing so can help avoid delays in the review of your application.

Em[redacted]

City of Mobile · Planning & Zoning

Neighborhood Meeting Cover Sheet

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

Date of Submittal: 4/30/2026

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: 4/23/2026

Neighborhood Meeting Time: 5:00-6:00

Neighborhood Meeting Location: Moffett Road Baptist Church
5558 Moffett Rd. Mobile AL 36618

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: Shalom Property Group llc
(First Name & Last Name)

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

X _____ Date: 4/30/2026

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

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

Applicability. Neighborhood Meetings are required for the following requests:

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

Timing. Neighborhood Meetings must be held as follows:

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

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

Notice

1. Signs.
   a. One (1) weatherproof sign needs to be placed on the property, per street frontage, or per 400 linear feet of street frontage (if the site has more than 400 feet of street frontage).
   b. Please see the enclosed example sign to determine what information is required to be placed on the sign(s). ***Minimum height for letters is four inches (4") for uppercase letters and three inches (3") for lowercase letters.**
   c. Signs are to be placed **no more than 30 days** before, and **no less than 10** calendar days before the Neighborhood Meeting. Signs must be removed within three (3) working days after the meeting.
2. Postal Notification.
   a. All property owners within 300 feet of the subject site, the Planning and Zoning Department, and the applicable City Council representative are required to be notified of the Neighborhood Meeting **no less than 15 days** before the meeting (see attached "how-to" guide to obtain this neighboring property owners' information).
   b. Postal notices must contain the following information:
      i. Type of application being submitted (Rezoning, Conditional Use, Planned Development, etc.);
      ii. A synopsis of the proposal; and
      iii. Time, date and location of the Neighborhood Meeting.
      iv. Applicant or agent's valid phone number and email address.

Proceedings of Neighborhood Meeting

1. Neighborhood Meetings must be held in a public or institutional building such as a school, library, community center, or similar facility, which will accommodate the anticipated attendance. The meeting shall be located near the proposed site but not more than a distance of one (1) mile from the proposed site. If there is no adequate facility to accommodate the meeting within such distance, then the meeting shall be held at the nearest available facility with the prior approval of the Director.
2. Neighborhood Meetings shall be held on weekdays, between the hours of 5:00 p.m. and 8:00 p.m. for at least one (1) hour in duration.
3. A Neighborhood Meeting must be scheduled to last at least one (1) hour, **even if no one is in attendance.**
4. At the Neighborhood Meeting, the applicant or their agent shall provide a complete overview of the proposed application, including a description of the project, and a complete explanation and details of the project sufficient enough for neighbors to gain an understanding of the application.
    a. For Conditional Use Permits and Planned Developments, a site plan and building elevations shall also be provided.

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

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

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

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

Neighborhood Meeting Checklist:

__X__ Neighborhood meeting scheduled not more than 60 days, and not less than 21 days, before the Planning Commission meeting date.

__X__ Sign(s) posted on the subject property not more than 30 days, and not less than 10 days, before the Neighborhood Meeting.

__X__ Notices advertising the Neighborhood Meeting prepared and mailed to all property owners within 300 feet of the subject property, the Planning and Zoning Department, and the applicable City Council representative no less than 15 days before the meeting.

__X__ Neighborhood Meeting held.

__X__ All required Neighborhood Meeting documentation gathered and signed by the applicant/agent:

- __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

__X__ Sign(s) removed from the subject property within three (3) working days after the Neighborhood Meeting.

__X__ All required meeting documentation submitted to the Planning and Zoning Department not less than 15 days before the Planning Commission meeting date.

MOBILE CITY PLANNING COMMISSION

NEIGHBORHOOD MEETING DEADLINES SCHEDULE

September 2025 – September 2026

SEPTEMBER 18, 2025, MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the September 18th Planning Commission agenda.

Earliest Neighborhood Meeting:	Latest Neighborhood Meeting:
July 21, 2025 (Monday)	August 28, 2025 (Thursday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
July 6, 2025 (Sunday)	August 13, 2025 (Wednesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
June 21, 2025 (Saturday)	July 29, 2025 (Tuesday)
Latest Posting of Signs:	**Latest Posting of Signs:**
July 11, 2025 (Friday)	August 18, 2025 (Monday)

OCTOBER 16, 2025, MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the October 16th Planning Commission agenda.

Earliest Neighborhood Meeting:	Latest Neighborhood Meeting:
August 18th (Monday)	September 25th (Thursday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
August 3rd (Sunday)	September 10th (Wednesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
July 19th (Saturday)	August 26th (Tuesday)
Latest Posting of Signs:	**Latest Posting of Signs:**
August 8th (Friday)	September 15th (Monday)

NOVEMBER 20, 2025, MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the November 20th Planning Commission agenda.

Earliest Neighborhood Meeting:	Latest Neighborhood Meeting:
September 22nd (Monday)	October 30th (Thursday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
September 7th (Sunday)	October 15th (Wednesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
August 23rd (Saturday)	September 30th (Tuesday)
Latest Posting of Signs:	**Latest Posting of Signs:**
September 12th (Friday)	October 20th (Monday)

MOBILE CITY PLANNING COMMISSION

NEIGHBORHOOD MEETING DEADLINES SCHEDULE

September 2025 – September 2026

DECEMBER 18, 2025, MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the December 18th Planning Commission agenda.	
Earliest Neighborhood Meeting:	**Latest Neighborhood Meeting:**
October 20th (Monday)	November 26th (Wednesday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
October 5th (Sunday)	November 11th (Tuesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
September 20th (Saturday)	October 27th (Monday)
Latest Posting of Signs:	**Latest Posting of Signs:**
October 10th (Friday)	November 16th (Sunday)

JANUARY 15, 2026, MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the January 15th Planning Commission agenda.	
Earliest Neighborhood Meeting:	**Latest Neighborhood Meeting:**
November 17, 2025 (Monday)	December 24, 2025 (Wednesday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
November 2, 2025 (Sunday)	December 9, 2025 (Tuesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
October 18, 2025 (Saturday)	November 24, 2025 (Monday)
Latest Posting of Signs:	**Latest Posting of Signs:**
November 7, 2025 (Friday)	December 14, 2025 (Sunday)

FEBRUARY 19, 2026, MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the February 19th Planning Commission agenda.	
Earliest Neighborhood Meeting:	**Latest Neighborhood Meeting:**
December 22, 2025 (Monday)	January 29, 2026 (Thursday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
December 7, 2025 (Sunday)	January 14, 2026 (Wednesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
November 22, 2025 (Saturday)	December 30, 2025 (Tuesday)
Latest Posting of Signs:	**Latest Posting of Signs:**
December 12, 2025 (Friday)	January 19, 2026 (Monday)

MOBILE CITY PLANNING COMMISSION

NEIGHBORHOOD MEETING DEADLINES SCHEDULE

September 2025 – September 2026

MARCH 19, 2026, MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the March 19th Planning Commission agenda.	
Earliest Neighborhood Meeting:	**Latest Neighborhood Meeting:**
January 19, 2026 (Monday)	February 26, 2026 (Thursday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
January 4, 2026 (Sunday)	February 11, 2026 (Wednesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
December 20, 2025 (Saturday)	January 27, 2026 (Tuesday)
Latest Posting of Signs:	**Latest Posting of Signs:**
January 9, 2025 (Friday)	February 16, 2026 (Monday)

APRIL 16, 2026, MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the April 16th Planning Commission agenda.	
Earliest Neighborhood Meeting:	**Latest Neighborhood Meeting:**
February 18th (Wednesday)	March 26th (Thursday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
February 3rd (Tuesday)	March 11th (Wednesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
January 19th (Monday)	February 24th (Tuesday)
Latest Posting of Signs:	**Latest Posting of Signs:**
February 8th (Sunday)	March 16th (Monday)

MAY 21, 2026, MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the May 21st Planning Commission agenda.	
Earliest Neighborhood Meeting:	**Latest Neighborhood Meeting:**
March 23rd (Monday)	April 30th (Thursday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
March 8th (Sunday)	April 15th (Wednesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
February 21st (Saturday)	March 31st (Tuesday)
Latest Posting of Signs:	**Latest Posting of Signs:**
March 13th (Friday)	April 20th (Monday)

MOBILE CITY PLANNING COMMISSION

NEIGHBORHOOD MEETING DEADLINES SCHEDULE

September 2025 – September 2026

JUNE 18, 2026, MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the June 18th Planning Commission agenda.	
Earliest Neighborhood Meeting:	**Latest Neighborhood Meeting:**
April 20th (Monday)	May 28th (Thursday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
April 5th (Sunday)	May 13th (Wednesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
March 21st (Saturday)	April 28th (Tuesday)
Latest Posting of Signs:	**Latest Posting of Signs:**
April 10th (Friday)	May 18th (Monday)

JULY 16, 2026, MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the July 16th Planning Commission agenda.	
Earliest Neighborhood Meeting:	**Latest Neighborhood Meeting:**
May 18th (Monday)	June 25th (Thursday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
May 3rd (Sunday)	June 10th (Wednesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
April 18th (Saturday)	May 26th (Tuesday)
Latest Posting of Signs:	**Latest Posting of Signs:**
May 8th (Friday)	June 15th (Monday)

AUGUST 20, 2026, MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the August 20th Planning Commission agenda.	
Earliest Neighborhood Meeting:	**Latest Neighborhood Meeting:**
June 22nd (Monday)	July 30th (Thursday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
June 7th (Sunday)	July 15th (Wednesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
May 23rd (Saturday)	June 30th (Tuesday)
Latest Posting of Signs:	**Latest Posting of Signs:**
June 12th (Friday)	July 20th (Monday)

MOBILE CITY PLANNING COMMISSION

NEIGHBORHOOD MEETING DEADLINES SCHEDULE

September 2025 – September 2026

SEPTEMBER 17, 2026, MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the September 17th Planning Commission agenda.	
Earliest Neighborhood Meeting:	**Latest Neighborhood Meeting:**
July 20th (Monday)	August 27th (Thursday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
July 5th (Sunday)	August 12th (Wednesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
June 20th (Saturday)	July 28th (Tuesday)
Latest Posting of Signs:	**Latest Posting of Signs:**
July 10th (Friday)	August 17th (Monday)

FINDING A NEIGHBORHOOD MEETING LOCATION WITHIN A 1-MILE RADIUS

A Step-by-Step Guide

Step 1. Using a desktop computer open your web browser and click on the following link: Neighborhood Meeting Site Locator *(see Figure 1)*

Step 2. Click on **"Find address or place."** *(see Figure 2)*

Step 3. Type in the address of the project location and hit **"Enter"** on your keyboard. *(see Figure 3)*

Step 4. Click the **Export** button. *(see Figure 4)*

Step 5. Under **"File Type,"** select desired file format (PDF recommended). *(see Figure 5)*

Step 6. To download the list of eligible meeting locations, click the **Export** button. (see Figure 6)

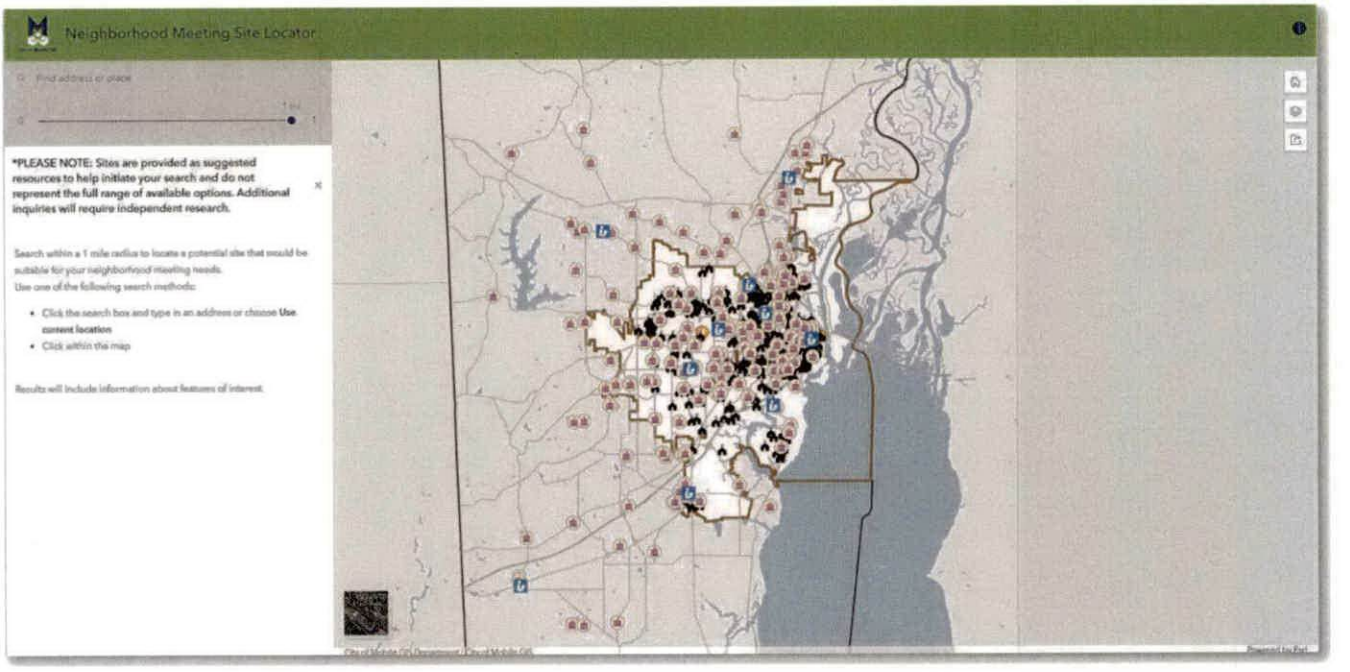


Figure 1

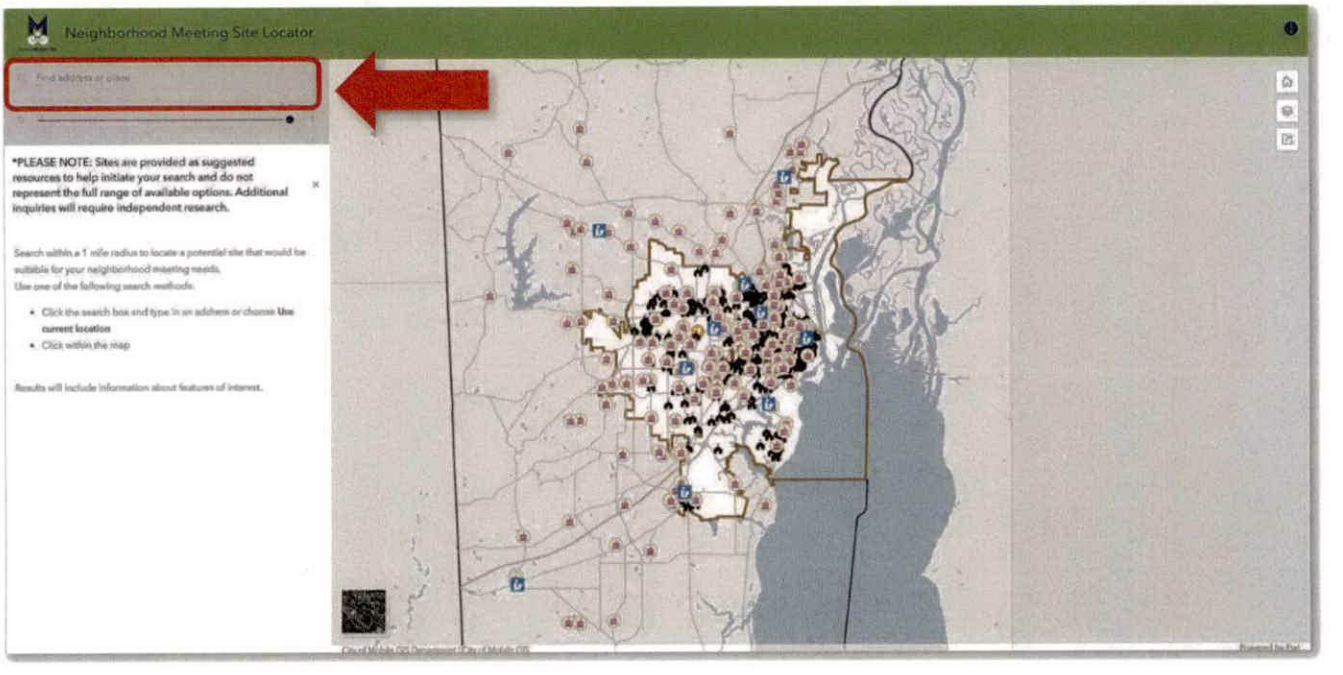


Figure 2

Figure 3

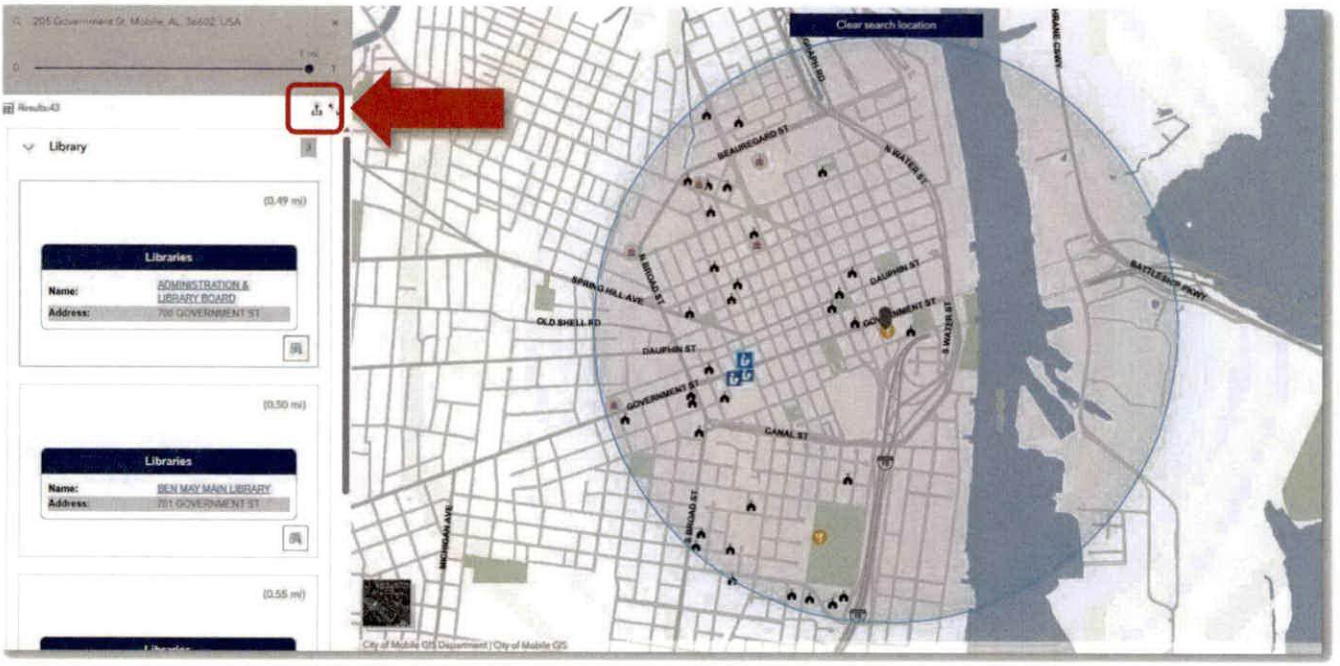
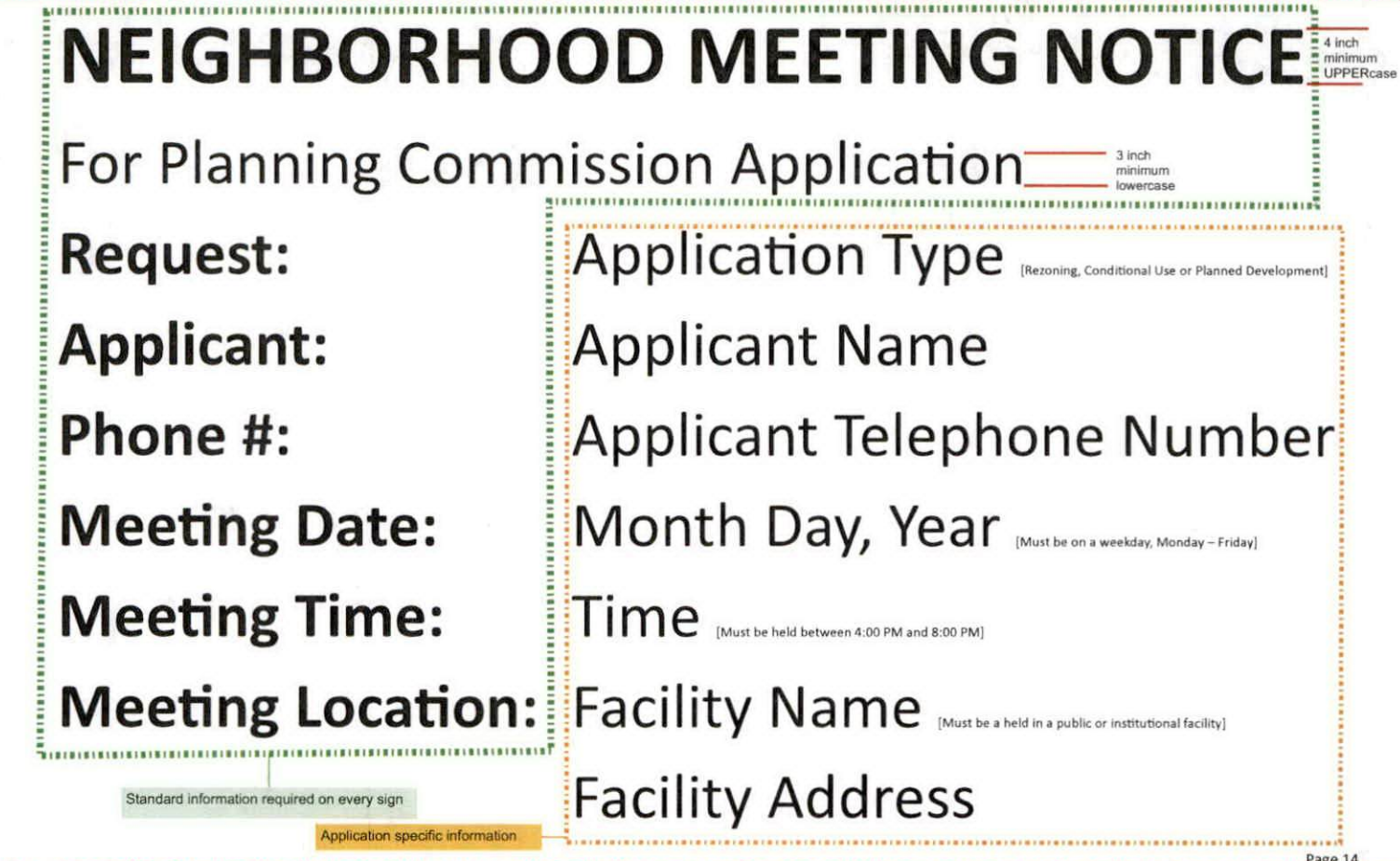


Figure 4

Figure 5

Figure 6

ALL LETTERS ON THE REQUIRED SIGN MUST MEET THE LETTERING SIZE REQUIREMENTS (4" UPPERCASE & 3" LOWERCASE)



Page 14

ALL LETTERS ON THE REQUIRED SIGN MUST MEET THE LETTERING SIZE REQUIREMENTS (4" UPPERCASE & 3" LOWERCASE)

FINDING OWNER INFORMATION WITHIN A 300' BUFFER

A Step-by-Step Guide

Step 1. Using a desktop computer open your web browser and navigate to: [redacted]

Step 2. Click "Mapping Application" *(See Figure 2)*

Step 3. Under **"Mapping Applications,"** select **"Public Notification – Property Owners."** *(See Figure 3)*

Step 4. Use the map to zoom in to your property, **or** enter the property address in the search bar. *(See Figure 4)*

Step 5. Click the **Polygon Tool** *(See Figure 5)*. With your mouse, trace the outline of your property by clicking along each property line. Place points as accurately as possible to match the shape of the property. *(See Figure 6)*

Step 6. When you've finished outlining the property, double-click to complete the shape. A solid blue polygon will appear, highlighting all properties within 300 feet. *(See Figure 7)*

Step 7. To download the list of highlighted properties, click the **Export** button and select **"Export to CSV."** *(See Figure 8)*

Completing **Step 7** allows you to download the results as a file that can be opened in **Microsoft Excel**. This file will include a list of all properties within 300 feet of your subject site, along with the associated property owner information.
Once opened in Excel, you may simplify the list by:

- Keeping only the columns that show **owner names** and **mailing addresses**
- Removing **duplicate entries**
- Deleting any **unnecessary information**

Important Notice:

Property ownership can change due to recent sales. As a result, the owner information obtained using this tool may not always reflect the most current records. When submitting mailing labels with an application, it is the **applicant's responsibility** to ensure that all labels are accurate and complete.

For assistance with verifying current ownership information, please contact the **Mobile County Probate Court** or the **Mobile County Revenue Commission**.

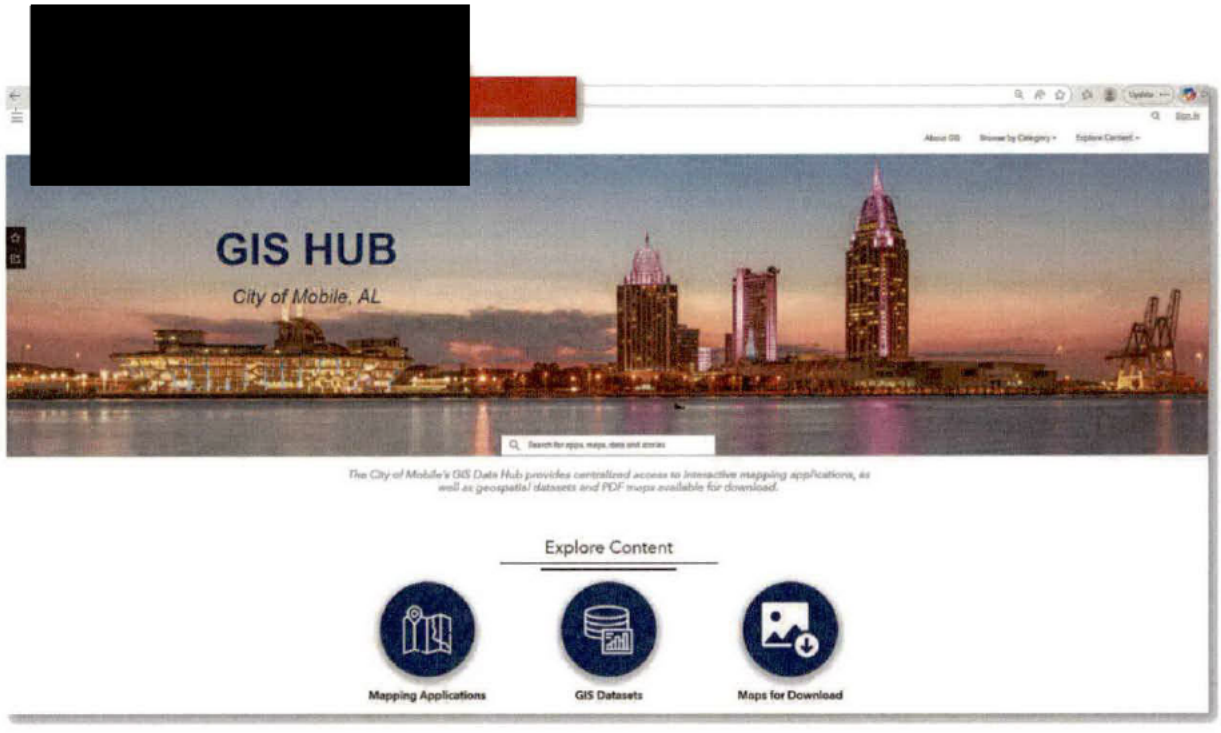


Figure 1

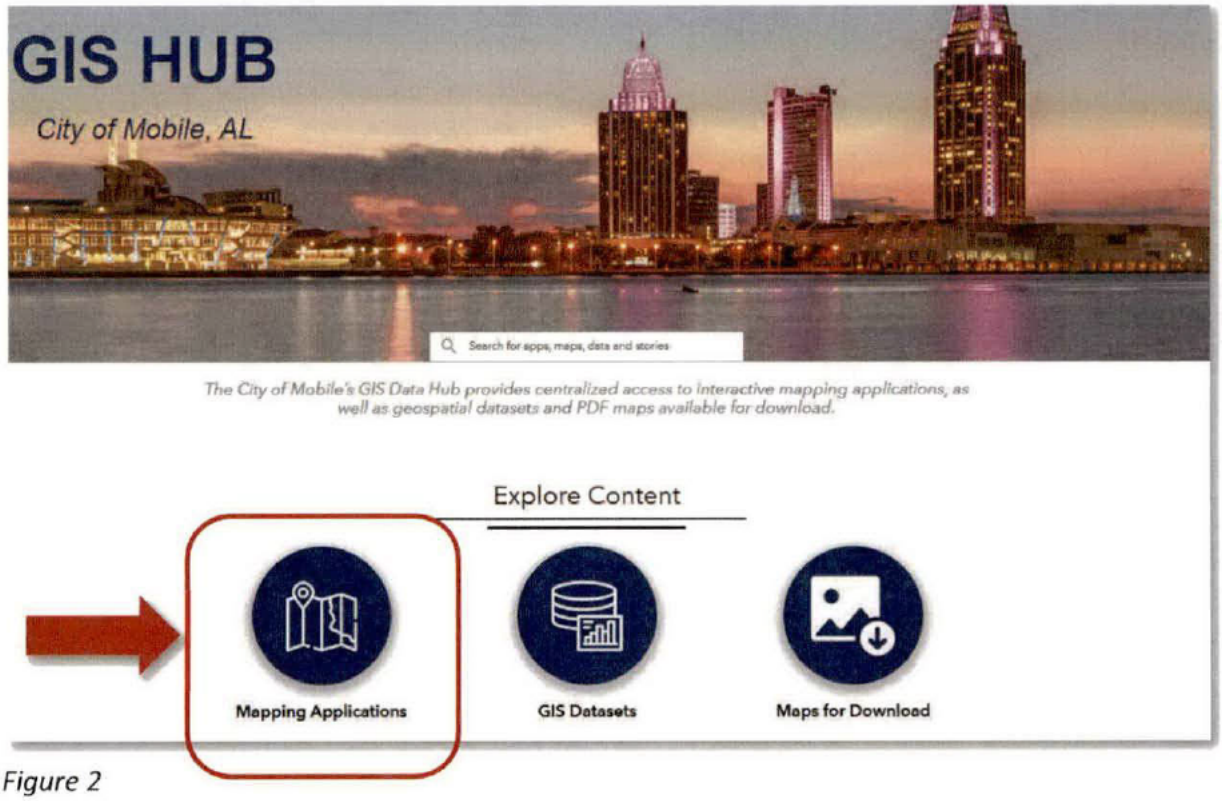


Figure 2

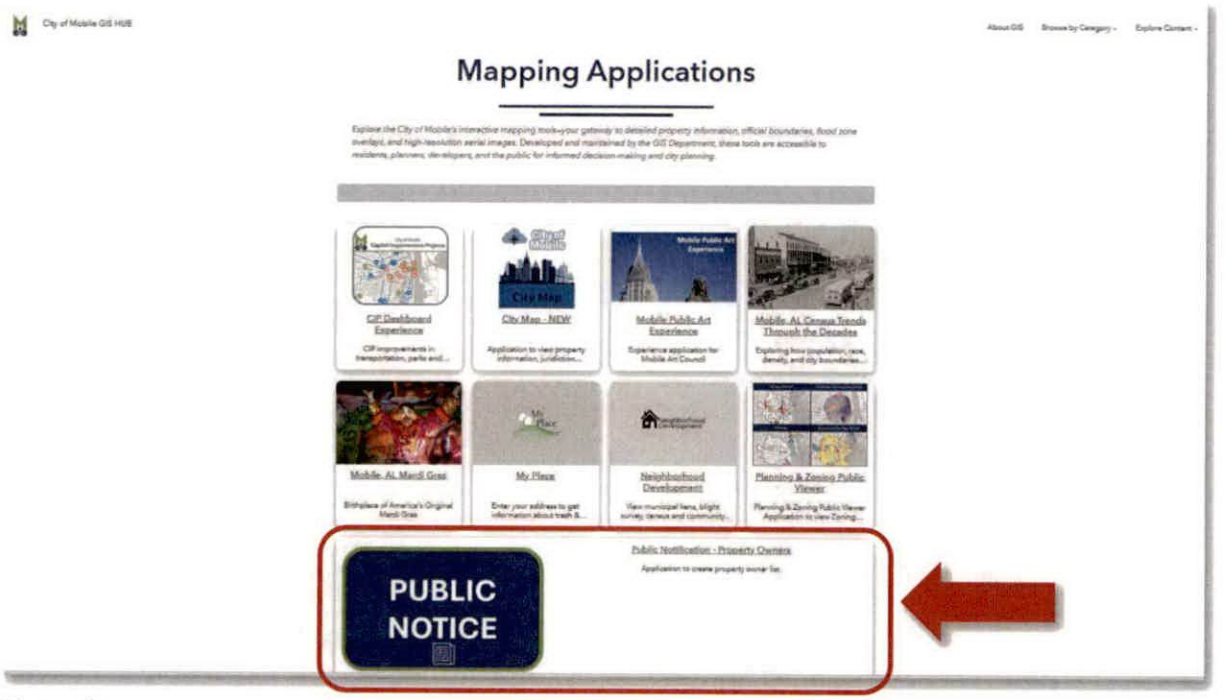


Figure 3

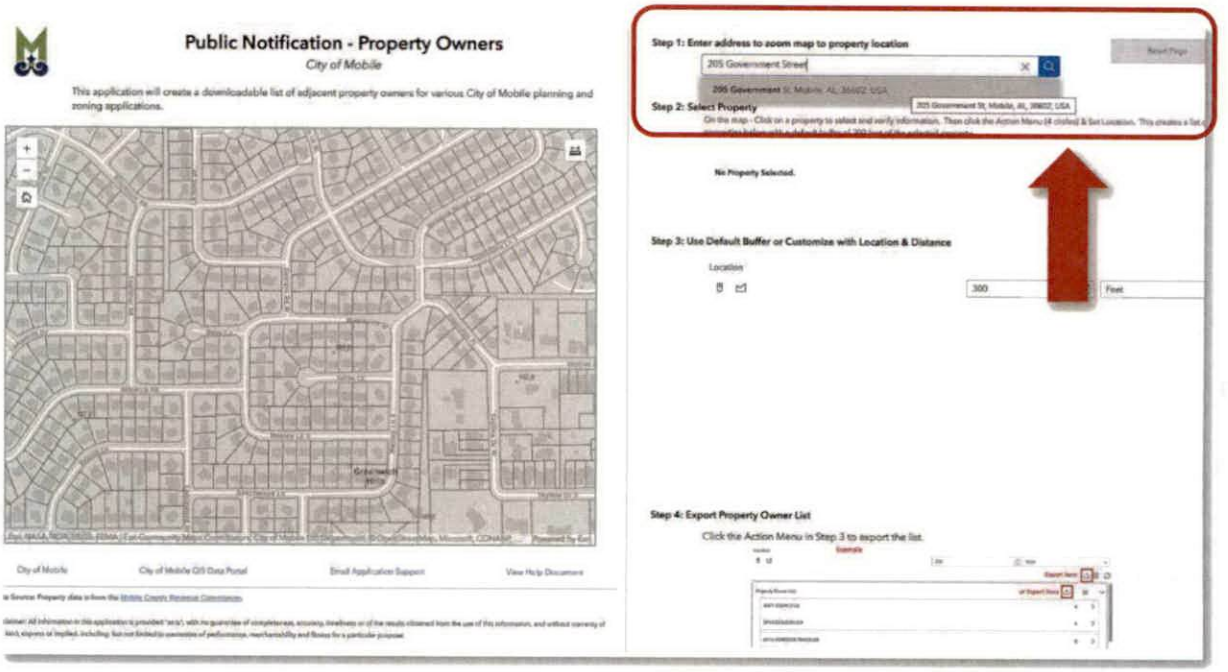


Figure 4

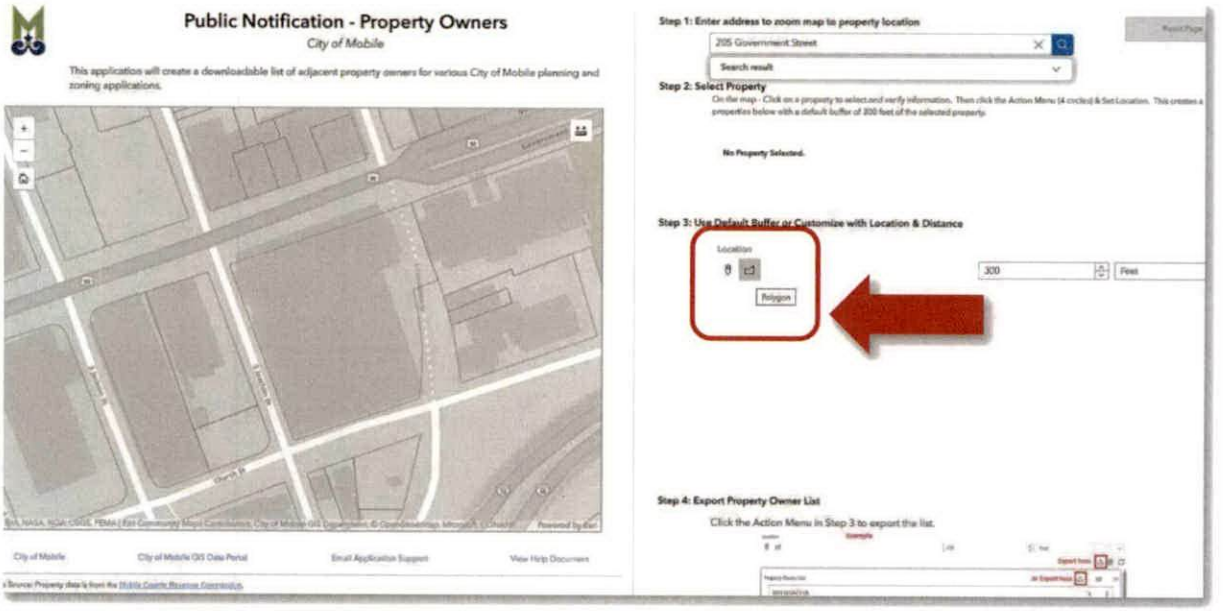


Figure 5

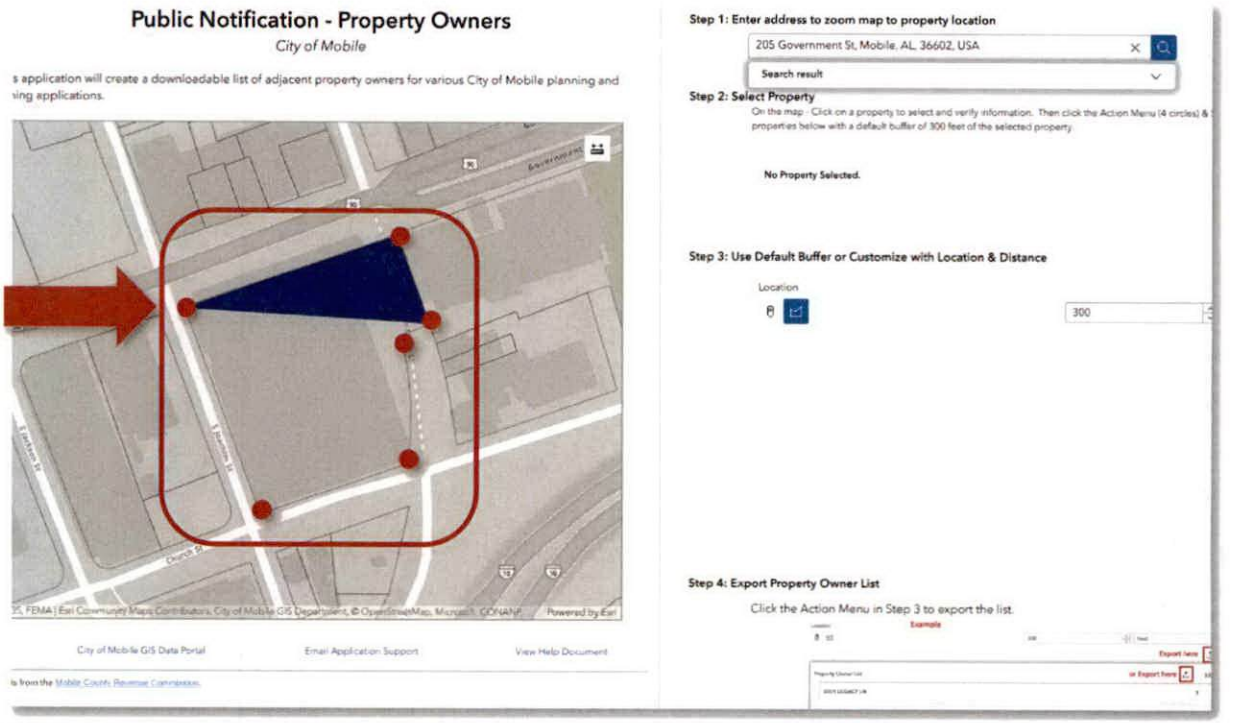


Figure 6

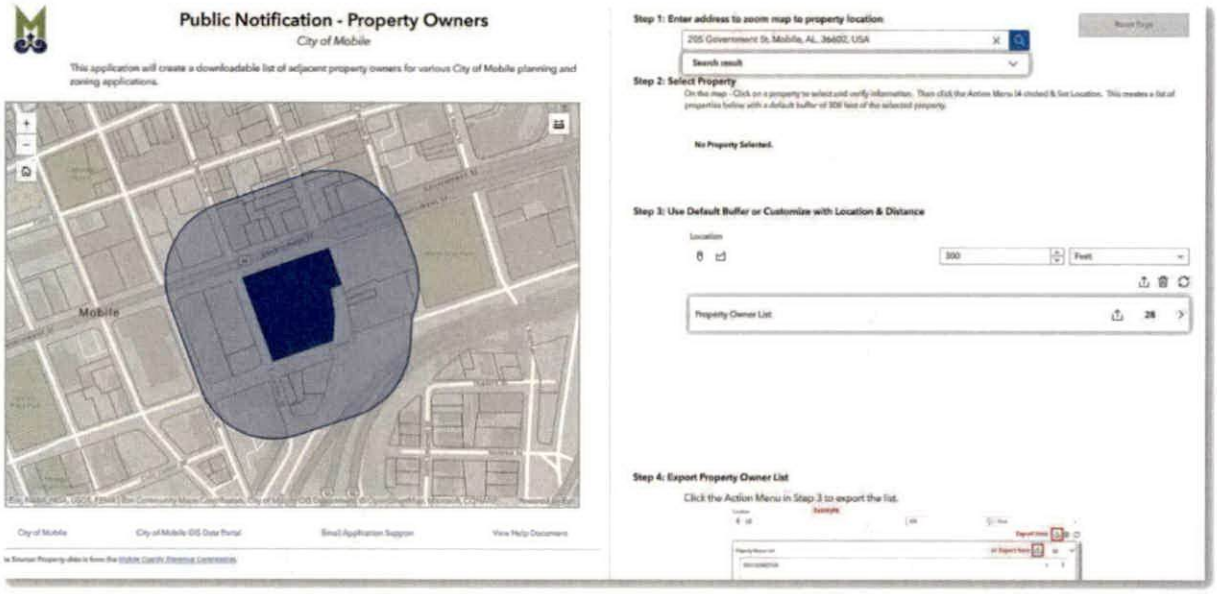


Figure 7

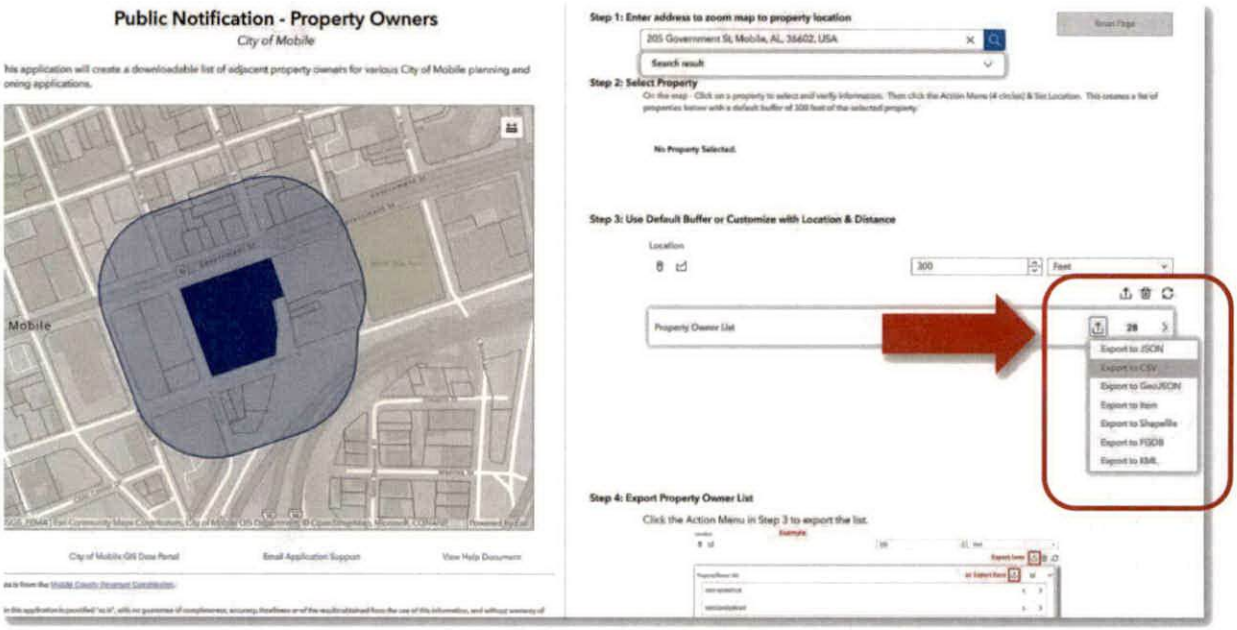


Figure 8

Notice of Neighborhood Meeting
[Date of Notice]

Dear Property Owner(s):

This letter is to inform you that a Neighborhood Meeting has been scheduled to discuss the following application(s) that **[Applicant's Name]** will be submitting to the Mobile City Planning Commission:

(1) [Application (e.g. Zoning Change to rezone the property at [Address] from Single-Family Residential Suburban District (R-1) to Buffer Business Suburban District (B-1))].

(2) [Application (e.g. Conditional Use Permit approval to allow use of the property located at [Address] as a Bed and Breakfast)].

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

[Date]

[Time]

[Location]

You are receiving this notice because your property is located within 300 feet of **[Address of Subject Site]**, 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,

[Applicant/Agent's Signature]

[Applicant/Agent Name]
[Applicant/Agent's Company, if applicable]
[Applicant/Agent's Address]
[Applicant/Agent's Email Address]

SAMPLE

Neighborhood Meeting

Date: 4/23/2026

Time: 5:00

Location of Neighborhood Meeting: 5558 Moffett Rd Mobile 36618

Project Location: 5361 Moffett RD

Project/Application (e.g. Rezoning from R-1 to B-1):
Rezoning From R-1 To B-3

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

X _____ Date: .4/23/2026

Please Sign In:

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: _____

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: _____

Neighborhood Meeting Summary

Meeting Date: 4/23/2026

Meeting Time: 5:00-6:00

Meeting Location: 5558 Moffett RD
Moffett Rd. Baptist Church

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

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

A poster of the site plan and potential lighting plan was posted during the meeting but not distributed.

Please attach copies of the distributed information to this summary.

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

The residents were greeted by me, Nikita Pleasure and my assistant Bridget Lewis. We started the meeting by explaining our plans for opening a real estate office. We explained the location of the proposed addition of a larger office and a personal storage space on the property.

Shortly into the meeting we realized that most of the residents had confused our project with the one next door. The majority of the meeting was spent defending that we had no affiliation present or future which the project next door. They dont want McIntyre opened up as a street to Moffet rd. Finally,

Neighborhood Meeting Summary
Date: 4/23/2026
Applicant: Shalom Property Group llc
Meeting Location: 5558 Moffett rd
Application: Rezoning

(Meeting summary, continued)
The only remarks we got concerning my project was about lighting. Brian Kelly and Tomika Hughes wanted to make sure that their backyards remain dark . Multiple residents were excited to see the property cleaned off. The residents also stated they would not have shown up if they had realized it had nothing to do with the vacant lot next door.

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

The Neighborhood Meeting ended at the following time: 6:00

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

X _____ **Date:** 4/23/2026

Anchor Title, LLC
ALTA Universal ID 1070260
3173-B Dauphin Street
Mobile, AL 36606

File No./Escrow No.:	ATC28585
Print Date & Time:	December 26, 2025 at 08:14 AM
Officer/Escrow Officer:	Tracy Williamson
Settlement Location:	[redacted]
Property Address:	
Buyer:	Shalom Property Group, LLC
Seller:	Karen W. Allen, Kathryn Bates Powell, Julie E. Mullen, Janet W. Wallen nka Janet Lynn Woodyard, and Marsha W. Hawkins
Lender:	
Settlement Date:	December 26, 2025
Disbursement Date:	December 26, 2025

Description		Seller Debit	Seller Credit
Financial			
Sale Price of Property			$ 120,000.00
Prorations/Adjustments			
County Taxes 10/01/25 to 12/26/25		$ 261.17	
Loan Charges to			
Other Loan Charges			
Impounds			
Title Charges & Escrow / Settlement Charges			
Title - Owner's Title Insurance to Anchor Title, LLC Coverage: $ 120,000.00 Premium: $ 410.00		$ 410.00	
Title - Abstract Fee	to RPR, LLC	$ 145.00	
Title - Attorney Fee	to RPR, LLC	$ 125.00	
Title - Notary Fee	to Nationwide Signing Services	$ 150.00	
Title - Seller Verification Fee	to CertifID	$ 40.00	
Title - Courier Fee	to Anchor Title, LLC	$ 70.00	
Title - Owner's Policy Processing		[redacted]	

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		Debit	Credit
Fee	to Anchor Title, LLC	$ 275.00	
Commission			
Commission	to Wellhouse Real Estate, LLC Mobile	$ 3,000.00	
Government Recording and Transfer Charges			
Payoffs			
Miscellaneous			
Survey	to Stewart Surveying	$ 200.00	
Subtotals		$ 4,676.17	$ 120,000.00
Balance Due TO		$ 115,323.83	
TOTALS		$ 120,000.00	$ 120,000.00

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Anchor Title, LLC to cause the funds to be disbursed in accordance with this statement.

Karen W. Allen

Kathryn Bates Powell

Julie E. Mullen

Janet W. Wallen nka Janet Lynn Woodyard

Marsha W. Hawkins

Tracy Williamson, Escrow Officer

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ALTA Settlement Statement Seller - Continued

		Debit	Credit
Fee	to Anchor Title, LLC	$ 275.00	
Commission			
Commission	to Wellhouse Real Estate, LLC Mobile	$ 3,000.00	
Government Recording and Transfer Charges			
Payoffs			
Miscellaneous			
Survey	to Stewart Surveying	$ 200.00	
Subtotals		$ 4,676.17	$ 120,000.00
Balances Due TO		$ 115,323.83	
TOTALS		$ 120,000.00	$ 120,000.00

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Anchor Title, LLC to cause the funds to be disbursed in accordance with this statement.

Karen W. Allen

Kathryn Bates Powell

Julie E. Mullen

Janet W. Wallen nka Janet Lynn Woodyard

Marsha W. Hewkins

Tracy Williamson, Escrow Officer

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(2511285B5.PFD/ATC2858S/22)
Printed on 12/26/25 at 08:14 AM

		Debit	Credit
Fee	to Anchor Title, LLC	$ 275.00	
Commission			
Commission	to Wellhouse Real Estate, LLC Mobile	$ 3,000.00	
Government Recording and Transfer Charges			
Payoffs			
Miscellaneous			
Survey	to Stewart Surveying	$ 200.00	
Subtotals		$ 4,676.17	$ 120,000.00
Balance Due TO		$ 115,323.83	
TOTALS		$ 120,000.00	$ 120,000.00

Acknowledgement
We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Anchor Title, LLC to cause the funds to be disbursed in accordance with this statement.

Karen W. Allen

Kathryn Bates Powell

Julia E. Mullen

Janet W. Wallen nka Janet Lynn Woodyard

Marsha W. Hawkins

Tracy Williamson, Escrow Officer

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		debit	credit
Fee	to Andvor Title, LLC	$ 275.00	
Commission			
Commission	to Wellhouse Real Estate, LLC Mobile	$ 3,000.00	
Government Recording and Transfer Charges			
Payoff			
Miscellaneous			
Survey	to Stewart Surveying	$ 200.00	
Subtotals		$ 4,675.17	$ 120,000.00
Balance Due TO		$ 115,323.83	
TOTALS		$ 120,000.00	$ 120,000.00

Acknowledgement
We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Andvor Title, LLC to cause the funds to be disbursed in accordance with this statement.

Karen W. Allen

Kathryn Bates Powell

Julie E. Mullen

Janet W. Wallen n/a Janet Lynn Woodyard

Marsha W. Hendrix

Tracy Williamson, Escrow Officer

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		Debit	Credit
Recording Fees	to Mobile County Register of Deeds	$ 25.75	
Deed:$20.50 Mortgage:$0.00 E-Recording Fee:$5.25			
City/County Tax/Stamps	to Mobile County Register of Deeds	$ 120.00	
Payoffs			
Miscellaneous			
Survey $ 900.00 Paid by Wellhouse Real Estate, LLC Mobile	to Stewart Surveying		
Subtotals		$ 120,522.75	$ 1,261.17
Balance Due FROM			$ 119,261.58
TOTALS		$ 120,522.75	$ 120,522.75

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Anchor Title, LLC to cause the funds to be disbursed in accordance with this statement.

Shalom Property Group, LLC

BY: Nikita Pleasure, Member

Nikita Pleasure, Member

Tracy Williamson, Escrow Officer

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ATC28585

STATE OF ALABAMA

COUNTY OF MOBILE

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that **KAREN W. ALLEN,** a married woman, and **KATHRYN BATES POWELL,** a widowed woman, and **JULIE E. MULLEN,** a widowed woman, and **JANET W. WALLEN,** a single woman, and **MARSHA W. HAWKINS,** a divorced woman, hereinafter called the **GRANTORS**, for and in consideration of the sum of **ONE HUNDRED TWENTY THOUSAND AND 00/100 DOLLARS ($120,000.00)** and other good and valuable consideration hereby acknowledged to have been paid to the said **GRANTORS** by **SHALOM PROPERTY GROUP, LLC,** an Alabama limited liability company, hereinafter called the **GRANTEE,** does hereby **GRANT, BARGAIN, SELL** and **CONVEY** unto the said **GRANTEE,** subject to the provisions hereinafter contained, all that real property in said County, State of Alabama, described as follows to-wit:

Beginning at the Southwest corner of Lot 23 Revised Overlook Heights Map Book 10, Page 265, in the Office of the Judge of Probate, Mobile County, Alabama. Thence run South 48°58'11" West along the West right of way line of Sawada Dr. (50' R/W) for 37.54 feet to a point; thence run North 38°24'31" West for 39.62 feet to a point; thence run South 49°33'44" West for 139.65 feet to a point; thence run North 41°00'11" West for 285.73 feet to a point; thence run North 49°15'29" East for 425.20 feet to the South right of way line of Moffett Road (R/W Varies): thence run South 41°04'33" East long the South right of way line for 324.62 feet to a point; thence run South 48°58'11" West for 250.22 feet to the point of beginning.

Property address: 5361 Moffett Road, Mobile, AL 36618

If married, Grantors hereby certify that the above described property does not constitute her homestead or the homestead of her respective spouse.

THIS CONVEYANCE AND THE WARRANTIES HEREUNDER ARE SUBJECT TO THE FOLLOWING:

1. Any and all reservations, restrictions, easements, right of ways, covenants and/or encumbrances which may appear of record in the Probate Court Records.
2. Building setback lines, drainage and utility easements and restrictions as shown on the recorded plat of said subdivision.
3. Easement to Alabama Power Company by instrument dated May 24, 1955 and recorded in Deed Book 647, Page 4.
4. Easement to Alabama Power Company by instrument dated April 30, 1956 and recorded in Deed Book 694, Page 342.
5. Pipeline Easement granted to Water Works Board of the City of Mobile by instrument dated March 16, 1951 and recorded in Deed Book 741, Page 495.
6. Right of way deed to the State of Alabama by instrument dated April 02, 1982 and recorded in Real Property Book 2338, Page 877.
7. Any portion of the subject property which may lie within the Right of Way of Moffatt Road.
8. Any claim arising by reason of the difference in record and calculated distances and bearings of lot lines as shown on the survey dated December 18, 2025 by Stewart Surveying, Inc.

TOGETHER WITH ALL AND SINGULAR rights, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining; **TO HAVE AND TO HOLD** the same unto the said **GRANTEE** and to the successors and assigns of said **GRANTEE,** in fee simple, **FOREVER.**

AND, except as to the above and taxes hereafter falling due, which are assumed by the **GRANTEE,** the **GRANTORS** for **GRANTORS** and for the heirs and assigns of **GRANTORS,** do hereby **COVENANT AND WARRANT** to and with the said **GRANTEE** and the successors and assigns of said **GRANTEE,** that **GRANTORS** are seized of an indefeasible estate in fee simple in and to said real property, and has a good and lawful right to sell and convey the same; that **GRANTORS** are in quiet and peaceable possession thereof; and that said real property is free and clear of all liens and encumbrances of every kind and nature whatsoever; and **GRANTORS** do hereby **WARRANT AND WILL FOREVER DEFEND** the title to said real property, and the possession thereof, unto the said **GRANTEE,** and the successors and assigns of said **GRANTEE,** against the lawful claims and demands of all persons whomsoever.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

SIGNATURE PAGES TO FOLLOW

ATC28585

IN WITNESS WHEREOF, the said **GRANTORS** have hereunto set their hands and seals on this the 26 day of DEC **2025.**

KAREN W. ALLEN

STATE OF ALABAMA

COUNTY OF MOBILE

Before me, the undersigned **KAREN W. ALLEN** whose name is signed to the foregoing instrument, and who is known to me, who after by me first being duly sworn on oath did depose and say that being informed of the contents of said instrument, she executed the same voluntarily, on the day the same bears date.

GIVEN, under my hand and seal this 26 day of December, 2025.

NOTARY PUBLIC
My Commission Expires: 1/11/26

IN WITNESS WHEREOF, the said **GRANTORS** have hereunto set their hands and seals on this the 29 day of Dec **2025.**

KATHRYN BATES POWELL

STATE OF ALABAMA

COUNTY OF MOBILE

Before me, the undersigned **KATHRYN BATES POWELL** whose name is signed to the foregoing instrument, and who is known to me, who after by me first being duly sworn on oath did depose and say that being informed of the contents of said instrument, she executed the same voluntarily, on the day the same bears date.

GIVEN, under my hand and seal this 29 day of December, 2025.

NOTARY PUBLIC
My Commission Expires: 1/11/26

ATC28585

IN WITNESS WHEREOF, the said **GRANTORS** have hereunto set their hands and seals on this the 29 day of December 2025.

JULIE E. MULLEN

STATE OF Texas

COUNTY OF Harris

Before me, the undersigned **JULIE E. MULLEN** whose name is signed to the foregoing instrument, and who is known to me, who after by me first being duly sworn on oath did depose and say that being informed of the contents of said instrument, she executed the same voluntarily, on the day the same bears date.

GIVEN, under my hand and seal this 29th day of December, 2025.

JUWANA KAY TURNER
Notary ID #129353019
My Commission Expires
Mar 19, 2029

NOTARY PUBLIC
My Commission Expires 03/19/2029

ATC28585

IN WITNESS WHEREOF, the said **GRANTORS** have hereunto set their hands and seals on this the 26 day of Dec 2025.

Janet Lynn Woodyard

JANET W. WALLEN now known as
JANET LYNN WOODYARD

STATE OF California

COUNTY OF Orange

Before me, the undersigned **JANET W. WALLEN** now known as **JANET LYNN WOODYARD** whose name is signed to the foregoing instrument, and who is known to me, who after by me first being duly sworn on oath did depose and say that being informed of the contents of said instrument, she executed the same voluntarily, on the day the same bears date.

GIVEN, under my hand and seal this 29 day of December, 2025.

BRET R. HOFFER
Commission # 2478744
Notary Public - California
ORANGE County
My Comm. Expires JAN 7, 2028

NOTARY PUBLIC
My Commission Expires: 1/7/28

ATC28585

IN WITNESS WHEREOF, the said **GRANTORS** have hereunto set their hands and seals on this the 29th day of December 2025.

MARSHA W. HAWKINS

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

Before me, the undersigned **MARSHA W. HAWKINS** whose name is signed to the foregoing instrument, and who is known to me, who after by me first being duly sworn on oath did depose and say that being informed of the contents of said instrument, she executed the same voluntarily, on the day the same bears date.

GIVEN, under my hand and seal this 29th day of December, 2025.

Notary Public State of Florida
Johna JF Wright
My Commission HH 392397
Expires 8/23/2027

NOTARY PUBLIC
My Commission Expires: 8/23/27

This instrument prepared by:
Leigh L. Pipkin, Esquire
Pipkin & Associates, LLC
3173-B Dauphin Street
Mobile, AL 36606
(251) 478-9800

Grantors' Mailing Address:
Marsha W Hawkins
1916 Cedar Run Ct
Plant City FL 33563

Grantee's Mailing Address:

OWNER'S AFFIDAVIT

Seller: Karen W. Allen and Kathryn Bates Powell and Julie E. Mullen and Janet W. Wallen nka Janet Lynn Woodyard and Marsha W. Hawkins
Buyer: Shalom Property Group, LLC
Date: 12/22/25
Property: 5361 Moffett Road, Mobile, AL 36618

STATE OF ALABAMA
COUNTY OF BALDWIN

Personally came before me, the undersigned attesting officer, Karen W. Allen and Kathryn Bates Powell and Julie E. Mullen and Janet W. Wallen nka Janet Lynn Woodyard and Marsha W. Hawkins, who, on oath, depose and say that he/she/they is/are the owner(s) of certain real estate which is being offered by Deponent(s) to Shalom Property Group, LLC, the title to which was recently examined by Anchor Title, LLC, a description of which is as follows:

Beginning at the Southwest corner of Lot 23 Revised Overlook Heights Map Book 10, Page 265, in the Office of the Judge of Probate, Mobile County, Alabama. Thence run South 48°58'11" West along the West right of way line of Sawada Dr. (50' R/W) for 37.54 feet to a point; thence run North 38°24'31" West for 39.62 feet to a point; thence run South 49°33'44" West for 139.65 feet to a point; thence run North 41°00'11" West for 285.73 feet to a point; thence run North 49°15'29" East for 425.20 feet to the South right of way line of Moffett Road (R/W Varies); thence run South 41°04'33" East long the South right of way line for 324.62 feet to a point; thence run South 48°58'11" West for 250.22 feet to the point of beginning.

Deponent(s) further aver that the above-described property is the same that was inspected by Shalom Property Group, LLC, or its agents; that the improvements are within the limits of said-described property; and that there has been no violation of any restrictions that have been imposed on said lands, nor has any interest in the same been sold or conveyed, or any change made in the improvements thereon since said lands were inspected as aforesaid.

Deponent(s) further aver that he/she/they is/are in open, notorious, continuous, adverse and peaceable possession of said described lands and know of no one claiming any adverse interest in said lands whatsoever, except as is set out below.

Deponent(s) further aver that the real estate is owned by deponent(s), and there are no unrecorded liens, leases or options to purchase, or other unrecorded provisions, easements, rights of way, or agreements which encumber the real estate.

Deponent(s) further aver that there are no suits, judgments, bankruptcies or executions pending him/her/them in any court whatever that could in any way affect the title to said lands, or constitute a lien thereon, and that he/she/they is/are not surety on the bond of any county official or any other bond that through default of the principal therein a lien would be created superior to any conveyance executed by Deponent(s), nor are there any loan deeds, trust deeds, mortgages or liens of any nature whatsoever unsatisfied against said lands, except as set out below.

Deponent(s) further aver that there are no unpaid bills of any nature, either for services of any architect, engineer, or any surveyor, or for labor or materials for any recent improvements that may have been placed on said lands, either in the construction or repair of any of the improvements thereon, except as set out below; and that there are no fixtures now installed in said buildings that have not been paid for in full.

Deponent(s) further aver that there are no liens for past-due taxes of any nature, paving, sidewalk, curbing, sewer or any other street improvements of any kind against said lands or Deponent(s).

Deponent(s) further aver that they have received no correspondence or other notification by mail, and have not been informed by publication in any newspaper, that a foreclosure proceeding is in progress or a foreclosure sale date set under any first mortgage secured by said property.

Deponent(s) further aver that the following are the only liens against said lands, to-wit:

see title commitment

Deponent(s) further agree that should any inadvertent errors or omissions later be discovered in any documents executed at settlement, they shall promptly execute such corrective documents and remit such sums as may be required to adjust or correct such errors or omissions.

Deponent says that there are no other sales contracts presently in force or in effect between the undersigned and any party regarding the sale of the subject property nor to the best of the undersigned's knowledge and belief are there any retention title contracts, bills of sale or other encumbrances of record affecting title to any personal property installed on said premises.

Karen W. Allen

Kathryn Bates Powell

State of Alabama

County of Mobile

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Karen W. Allen and Kathryn Bates Powell and Julie E. Mullen and Janet W. Wallen nka Janet Lynn Woodyard and Marsha W. Hawkins whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 26 day of December, 2025.

Notary Public
My Commission Expires: 1/11/26

Deponent(s) further agree that should any inadvertent errors or omissions later be discovered in any documents executed at settlement, they shall promptly execute such corrective documents and remit such sums as may be required to adjust or correct such errors or omissions.

Deponent says that there are no other sales contracts presently in force or in effect between the undersigned and any party regarding the sale of the subject property nor to the best of the undersigned's knowledge and belief are there any retention title contracts, bills of sale or other encumbrances of record affecting title to any personal property installed on said premises.

Janet W. Wallen nka Janet Lynn Woodyard

State of CALIFORNIA

County of ORANGE

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Karen W. Allen and Kathryn Bates Powell and Julie E. Mullen and Janet W. Wallen nka Janet Lynn Woodyard and Marsha W. Hawkins whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 26 day of December, 2025.

Notary Public
My Commission Expires: 1/7/28

BRETT R. HOFFER
Commission # 2478744
Notary Public - California
ORANGE County
My Comm. Expires JAN 7, 2028

Deponent(s) further agree that should any inadvertent errors or omissions later be discovered in any documents executed at settlement, they shall promptly execute such corrective documents and remit such sums as may be required to adjust or correct such errors or omissions.

Deponent says that there are no other sales contracts presently in force or in effect between the undersigned and any party regarding the sale of the subject property nor to the best of the undersigned's knowledge and belief are there any retention title contracts, bills of sale or other encumbrances of record affecting title to any personal property installed on said premises.

Julie E. Mullen

State of Texas

County of Harris

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Karen W. Allen and Kathryn Bates Powell and Julie E. Mullen and Janet W. Wellen nka Janet Lynn Woodyard and Marsha W. Hawkins whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 29 day of December, 2025.

Notary Public
My Commission Expires: 03/19/2029

JUWANA KAY TURNER
Notary ID #129353019
My Commission Expires
Mar 19, 2029

Deponent(s) further agree that should any inadvertent errors or omissions later be discovered in any documents executed at settlement, they shall promptly execute such corrective documents and remit such sums as may be required to adjust or correct such errors or omissions.

Deponent says that there are no other sales contracts presently in force or in effect between the undersigned and any party regarding the sale of the subject property nor to the best of the undersigned's knowledge and belief are there any retention title contracts, bills of sale or other encumbrances of record affecting title to any personal property installed on said premises.

Marsha W. Hawkins

State of Florida

County of Hillsborough

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Karen W. Allen and Kathryn Bates Powell and Julia E. Mullen and Janet W. Wallen n/k/a Janet Lynn Woodyard and Marsha W. Hawkins whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 29th day of December, 2025.

Notary Public
My Commission Expires 8/23/27

Notary Public State of Florida
Johna JF Wright
My Commission HH 392387
Expires 8/23/2027

STG Gap Indemnity Agreement

Gap Indemnity Agreement File / Commitment / Preliminary Report No.: ATC28585

Premises Address / Location: 5361 Moffett Road, Mobile, AL 36618

WHEREAS, Stewart Title Guaranty Company ("Stewart") has been asked to issue its policy(ies) of title insurance or "marked up" commitment(s) to proposed insured(s) covering the Premises referenced above (the "Premises") prior to recording the deed, mortgage, deed of trust and/or other instruments required to be recorded (collectively, the "Closing Documents") without taking exception in such policy(ies) or commitment(s) to matters which may arise between the last Effective Date of the commitment / preliminary report referenced above and the date and time of recording of the Closing Documents (the "Gap Period"), which matters may be an encumbrance on or affect title to the Premises.

NOW, THEREFORE, in consideration of Stewart issuing its policy(ies) of title insurance or "marked up" commitment(s) as of the date of recording of the Closing Documents without taking exception to matters which may arise during the Gap Period, the undersigned agrees to: (1) promptly remove, release, bond or otherwise dispose of, to the satisfaction of Stewart, in its sole discretion, all liens, encumbrances or other objectionable matters filed or recorded against the Premises during the Gap Period, and (2) indemnify, defend and hold Stewart harmless against all claims, costs, losses, liabilities, damages and expenses, including without limitation, attorney's fees and expenses, arising out of or relating to all such matters and the failure to promptly remove, release, bond or otherwise dispose of them, to the satisfaction of Stewart, in its sole discretion.

Executed this 16 day of Dec 2025.

Indemnitor(s):

Karen W. Allen

Kathryn Bates Powell

Sworn to before me this 16 day of Dec, 2025.

Notary Public

Copyright 1970-2025 Stewart Title Guaranty Company. All rights reserved. The use of this form (or any derivative thereof) is restricted to Stewart Title Guaranty Company, its issuing agents, and affiliates in good standing as of the date of use. All other uses are prohibited.

STG Gap Indemnity Agreement

Gap Indemnity Agreement File / Commitment / Preliminary Report No.: ATC28585

Premises Address / Location: 5361 Moffett Road, Mobile, AL 36618

WHEREAS, Stewart Title Guaranty Company ("Stewart") has been asked to issue its policy(ies) of title insurance or "marked up" commitment(s) to proposed insured(s) covering the Premises referenced above (the "Premises") prior to recording the deed, mortgage, deed of trust and/or other instruments required to be recorded (collectively, the "Closing Documents") without taking exception in such policy(ies) or commitment(s) to matters which may arise between the last Effective Date of the commitment / preliminary report referenced above and the date and time of recording of the Closing Documents (the "Gap Period"), which matters may be an encumbrance on or affect title to the Premises.

NOW, THEREFORE, in consideration of Stewart issuing its policy(ies) of title insurance or "marked up" commitment(s) as of the date of recording of the Closing Documents without taking exception to matters which may arise during the Gap Period, the undersigned agrees to: (1) promptly remove, release, bond or otherwise dispose of, to the satisfaction of Stewart, in its sole discretion, all liens, encumbrances or other objectionable matters filed or recorded against the Premises during the Gap Period, and (2) indemnify, defend and hold Stewart harmless against all claims, costs, losses, liabilities, damages and expenses, including without limitation, attorney's fees and expenses, arising out of or relating to all such matters and the failure to promptly remove, release, bond or otherwise dispose of them, to the satisfaction of Stewart, in its sole discretion.

Executed this 26 day of December 2025.

Indemnitor(s):

Janet W. Wallen nka Janet Lynn Woodyard

Sworn to before me this 26 day of December, 2025.

Notary Public

BRET P. HOFFER
Commission # 2478744
Notary Public - California
ORANGE County
My Comm. Expires JAN 7, 2028

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STG Gap Indemnity Agreement

Gap Indemnity Agreement File / Commitment / Preliminary Report No.: ATC28585

Premises Address / Location: 5361 Moffett Road, Mobile, AL 36618

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NOW, THEREFORE, in consideration of Stewart issuing its policy(ies) of title insurance or "marked up" commitment(s) as of the date of recording of the Closing Documents without taking exception to matters which may arise during the Gap Period, the undersigned agrees to: (1) promptly remove, release, bond or otherwise dispose of, to the satisfaction of Stewart, in its sole discretion, all liens, encumbrances or other objectionable matters filed or recorded against the Premises during the Gap Period, and (2) indemnify, defend and hold Stewart harmless against all claims, costs, losses, liabilities, damages and expenses, including without limitation, attorney's fees and expenses, arising out of or relating to all such matters and the failure to promptly remove, release, bond or otherwise dispose of them, to the satisfaction of Stewart, in its sole discretion.

Executed this 29 day of December 2025.

Indemnitor(s):

Marsha W. Hawkins

Sworn to before me this 29th day of December, 2025.

Notary Public

Notary Public State of Florida
Johna JF Wright
My Commission HH 392397
Expires 8/23/2027

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STG Gap Indemnity Agreement

Gap Indemnity Agreement File / Commitment / Preliminary Report No.: ATC28585

Premises Address / Location: 5361 Moffett Road, Mobile, AL 36618

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NOW, THEREFORE, in consideration of Stewart issuing its policy(ies) of title insurance or "marked up" commitment(s) as of the date of recording of the Closing Documents without taking exception to matters which may arise during the Gap Period, the undersigned agrees to: (1) promptly remove, release, bond or otherwise dispose of, to the satisfaction of Stewart, in its sole discretion, all liens, encumbrances or other objectionable matters filed or recorded against the Premises during the Gap Period, and (2) indemnify, defend and hold Stewart harmless against all claims, costs, losses, liabilities, damages and expenses, including without limitation, attorney's fees and expenses, arising out of or relating to all such matters and the failure to promptly remove, release, bond or otherwise dispose of them, to the satisfaction of Stewart, in its sole discretion.

Executed this 29th day of December 2025.

Indemnitor(s):

Julie E. Mullen

Sworn to before me this 29 day of December 2025.

Notary Public

JUWANA KAY TURNER
Notary ID #129353019
My Commission Expires
Mar 19, 2029

Copyright 1970-2025 Stewart Title Guaranty Company. All rights reserved. The use of this form (or any derivative thereof) is restricted to Stewart Title Guaranty Company, its issuing agents, and affiliates in good standing as of the date of use. All other uses are prohibited.

ANCHOR TITLE COMPANY

GENERAL ACKNOWLEDGEMENT AND HOLD HARMLESS

BUYER(S): Shalom Property Group, LLC
SELLER(S): Karen W. Allen and Kathryn Bates Powell and Julie E. Mullen and Janet W. Wallen nka Janet Lynn Woodyard and Marsha W. Hawkins
PROPERTY: 5361 Moffett Road, Mobile, AL 36618

Personally appeared before me, the undersigned authority, a Notary Public in and for said county, in said state, the Buyer(s) and Seller(s) identified above, (hereinafter referred to as "Buyer" and "Seller," respectively, whether one or more, or collectively the "Undersigned"), who are personally known to me or who has produced valid photographic identification, and after having been duly sworn did depose and say as follows:

The Undersigned is/are over the age of nineteen (19) years and have personal knowledge of the facts and statements as contained herein.

ALTA Settlement Statement and/or Closing Disclosure:

The Undersigned has/have checked, reviewed and approved the figures appearing on the ALTA Settlement Statement(s) and/or Closing Disclosure.

The Undersigned have carefully reviewed the ALTA Settlement Statement and/or Closing Disclosure and to the best of my/our knowledge and belief, it is/they are a true and accurate statement of all receipts and disbursements made on my/our account and by me/us in this transaction. I/We further certify that I/We have received a copy of the ALTA Settlement Statement and/or Closing Disclosure.

KWA KBP
Seller(s)

Closing/Settlement Acknowledgment:

The Undersigned do hereby agree and acknowledge that the closing agent, Anchor Title, LLC, (hereinafter referred to as "Anchor") is acting solely as an escrow agent for this transaction; that Anchor is not a law firm; and that Anchor is prohibited by law from giving legal advice. We acknowledge that we have been given the opportunity to obtain independent legal counsel and advice for the closing of this transaction and have either done so to our satisfaction or have declined to do so.

KWA KBP
Seller(s)

Payoffs:

Seller understands that the payoff amount(s), if applicable, shown on the ALTA Settlement Statement and/or Closing Disclosure, was/were supplied to Anchor by the lender(s) of the Seller and are subject to confirmation upon tender of payment. If the payoff amount(s) supplied by the lender(s) of the Seller are inaccurate such that they are insufficient to satisfy the loan amount(s), Seller(s) agree(s) to immediately pay any shortages that may exist.

KWA KBP
Seller(s)

Tax Assessments and Prorations:

Buyer fully understands that I/we am/are responsible for changing the current tax assessment to my/our name(s) and claiming my/our homestead exemption if the property is to be my/our primary residence. Failure to assess the property or claim homestead exemption may result in possible penalties and payment of higher taxes.

Buyer and Seller fully understand and acknowledge that the tax proration has been based on information furnished to Anchor by the County Tax Assessor's Office. We understand that the tax prorations were based on the taxes due for the preceding year. In the event of any change for the current year, all necessary adjustments must be made between Seller and Buyer. Any deficit in delinquent taxes will be reimbursed to Anchor by the Seller.

KWA KWP
Seller(s)

Copy Package Acknowledgement:

Buyer hereby certifies that I/we have received a complete copy of all of the documents that I/ we signed at closing, including all documents provided by my/our Lender to be signed by me/us at closing, if applicable.

Real Estate Agency Representation:

The licensed real estate brokerage(s) representing me/us in this transaction, if any, as shown in the ALTA Settlement Statement and/or Closing Disclosure, is/are the only real estate agent/brokerage that the Undersigned have engaged to represent him/her/them. The real estate brokerage(s) receiving a commission as shown on the ALTA Settlement Statement and/or Closing Disclosure, if any, are the only real estate agent(s) or brokerage(s) entitled to receive a commission from this transaction. The Undersigned acknowledge that I/we have not entered into an agreement with any other real estate agent(s) or brokerage(s) to represent me/us, whether specific to this transaction or to assist in identifying or purchasing a potential property, which could potentially entitle such agent(s) or brokerage(s) to a commission.

KWA KWP
Seller(s)

The Undersigned further agree that if Anchor becomes aware of a dispute as to agent/brokerage representation at any point prior to the final disbursement of the proceeds from the sale or purchase of the Property, Anchor may in its sole and absolute discretion elect to suspend and/or discontinue providing title and/or settlement services until such dispute is resolved by me/us and any agent or brokerages involved, and that Anchor shall not be liable for any damages, direct or indirect, that may result from such decision.

KWA KWP
Seller(s)

Insurance:

Buyer acknowledges that Anchor is not responsible for verifying or maintaining any hazard and/or flood Insurance coverage, deductibles, escrows and/or premiums with regards to the hazard and/or flood insurance. Buyer also fully understands any and all premiums which are due for said policies are the responsibility of Buyer to pay. Any premiums collected by Anchor will be at the sole discretion and direction of the Lender with which Buyer is obtaining financing and any unpaid premiums must be paid by us directly to the insurance company(ies). Buyer shall immediately notify Anchor if Buyer receives notice from a company issuing such coverage(s), if any, that the premium collected on the Settlement Statement and/or Closing Disclosure was not received or is deficient in anyway.

Buyer acknowledges that Buyer has had the right to select insurance of Buyer's own choice and was in no way forced by any representative or employee of Anchor to choose any certain insurance company or insurance agent.

Errors & Omissions:

The Undersigned, for and in consideration of Anchor serving as settlement agent and performing the closing functions, including, but not limited to, disbursing the fund from the closing of the above referenced property, agrees, if requested by Anchor, to fully cooperate and adjust for omitted documentation and/or clerical errors, any and all closing documentation if deemed necessary or desirable in the reasonable discretion of the Anchor to enable Anchor to insure marketable title, disburse the funds and perform the other functions as settlement agent in compliance with Buyer's lender's instructions and in the due course of Anchor's policies and procedures..

The Undersigned agrees to comply with Anchor's request(s) within 30 days from the date of mailing of said requests. The Undersigned agree to assume all costs including by way of illustration and not limitation, actual expenses, attorney fees, costs and marketing losses for failing to comply with correction requests within 30 days of Anchor's request(s).

The Undersigned further agree that should any inadvertent errors or omissions later be discovered in any documents executed at closing, the Undersigned shall promptly execute such corrective documents and remit such sums as may be required to adjust or correct such errors or omissions.

KWA KBP
Seller(s)

Hold Harmless:

The Undersigned understand that Anchor is relying on my/our statements and representations as hereinabove set forth when closing the transaction, disbursing proceeds and issuing one or more policies of title insurance in accordance with the signed settlement statement. The Undersigned agree that to the extent any statement or representation made herein is false or incorrect that the Undersigned shall hold Anchor and the title insurance company on which an owners and/or loan policy(ies) of title insurance in this transaction harmless from any loss or damage, liability, costs, expenses, and fees, including attorney fees and costs of court, that Anchor and/or the title insurer shall incur as a result of any inaccuracies in the statements and representations made herein.

KWA KBP
Seller(s)

Signed and sworn to on this the 26 day of Dec, 2025

Karen W. Allen
Karen W. Allen

Kathryn Bates Powell
Kathryn Bates Powell

State of Alabama
County of Mobile

Sworn to and subscribed before me on this the 26 of Dec, 2025.

Notary Public
My Commission Expires: 1/11/26

ANCHOR TITLE COMPANY

GENERAL ACKNOWLEDGEMENT AND HOLD HARMLESS

BUYER(S): Shalom Property Group, LLC
SELLER(S): Karen W. Allen and Kathryn Bates Powell and Julie E. Mullen and Janet W. Wallen nka Janet Lynn Woodyard and Marsha W. Hawkins
PROPERTY: 5361 Moffett Road, Mobile, AL 36618

Personally appeared before me, the undersigned authority, a Notary Public in and for said county, in said state, the Buyer(s) and Seller(s) identified above, (hereinafter referred to as "Buyer" and "Seller," respectively, whether one or more, or collectively the "Undersigned"), who are personally known to me or who has produced valid photographic identification, and after having been duly sworn did depose and say as follows:

The Undersigned is/are over the age of nineteen (19) years and have personal knowledge of the facts and statements as contained herein.

ALTA Settlement Statement and/or Closing Disclosure:

The Undersigned has/have checked, reviewed and approved the figures appearing on the ALTA Settlement Statement(s) and/or Closing Disclosure.

The Undersigned have carefully reviewed the ALTA Settlement Statement and/or Closing Disclosure and to the best of my/our knowledge and belief, it is/they are a true and accurate statement of all receipts and disbursements made on my/our account and by me/us in this transaction. I/We further certify that I/We have received a copy of the ALTA Settlement Statement and/or Closing Disclosure.

Seller(s)

Closing/Settlement Acknowledgement:

The Undersigned do hereby agree and acknowledge that the closing agent, Anchor Title, LLC, (hereinafter referred to as "Anchor") is acting solely as an escrow agent for this transaction; that Anchor is not a law firm; and that Anchor is prohibited by law from giving legal advice. We acknowledge that we have been given the opportunity to obtain independent legal counsel and advice for the closing of this transaction and have either done so to our satisfaction or have declined to do so.

Seller(s)

Payoffs:

Seller understands that the payoff amount(s), if applicable, shown on the ALTA Settlement Statement and/or Closing Disclosure, was/were supplied to Anchor by the lender(s) of the Seller and are subject to confirmation upon tender of payment. If the payoff amount(s) supplied by the lender(s) of the Seller are inaccurate such that they are insufficient to satisfy the loan amount(s), Seller(s) agree(s) to immediately pay any shortages that may exist.

Seller(s)

Tax Assessments and Prorations:

Buyer fully understands that I/we am/are responsible for changing the current tax assessment to my/our name(s) and claiming my/our homestead exemption if the property is to be my/our primary residence. Failure to assess the property or claim homestead exemption may result in possible penalties and payment of higher taxes.

Buyer and Seller fully understand and acknowledge that the tax proration has been based on information furnished to Anchor by the County Tax Assessor's Office. We understand that the tax prorations were based on the taxes due for the preceding year. In the event of any change for the current year, all necessary adjustments must be made between Seller and Buyer. Any deficit in delinquent taxes will be reimbursed to Anchor by the Seller.

Seller(s)

Copy Package Acknowledgement:

Buyer hereby certifies that I/we have received a complete copy of all of the documents that I/ we signed at closing, including all documents provided by my/our Lender to be signed by me/us at closing, if applicable.

Real Estate Agency Representation:

The licensed real estate brokerage(s) representing me/us in this transaction, if any, as shown in the ALTA Settlement Statement and/or Closing Disclosure, is/are the only real estate agent/brokerage that the Undersigned have engaged to represent him/her/them. The real estate brokerage(s) receiving a commission as shown on the ALTA Settlement Statement and/or Closing Disclosure, if any, are the only real estate agent(s) or brokerage(s) entitled to receive a commission from this transaction. The Undersigned acknowledge that I/we have not entered into an agreement with any other real estate agent(s) or brokerage(s) to represent me/us, whether specific to this transaction or to assist in identifying or purchasing a potential property, which could potentially entitle such agent(s) or brokerage(s) to a commission.

Seller(s)

The Undersigned further agree that if Anchor becomes aware of a dispute as to agent/brokerage representation at any point prior to the final disbursement of the proceeds from the sale or purchase of the Property, Anchor may in its sole and absolute discretion elect to suspend and/or discontinue providing title and/or settlement services until such dispute is resolved by me/us and any agent or brokerages involved, and that Anchor shall not be liable for any damages, direct or indirect, that may result from such decision.

Seller(s)

Insurance:

Buyer acknowledges that Anchor is not responsible for verifying or maintaining any hazard and/or flood Insurance coverage, deductibles, escrows and/or premiums with regards to the hazard and/or flood insurance. Buyer also fully understands any and all premiums which are due for said policies are the responsibility of Buyer to pay. Any premiums collected by Anchor will be at the sole discretion and direction of the Lender with which Buyer is obtaining financing and any unpaid premiums must be paid by us directly to the insurance company(ies). Buyer shall immediately notify Anchor if Buyer receives notice from a company issuing such coverage(s), if any, that the premium collected on the Settlement Statement and/or Closing Disclosure was not received or is deficient in anyway.

Buyer acknowledges that Buyer has had the right to select insurance of Buyer's own choice and was in no way forced by any representative or employee of Anchor to choose any certain insurance company or insurance agent.

Errors & Omissions:

The Undersigned, for and in consideration of Anchor serving as settlement agent and performing the closing functions, including, but not limited to, disbursing the fund from the closing of the above referenced property, agrees, if requested by Anchor, to fully cooperate and adjust for omitted documentation and/or clerical errors, any and all closing documentation if deemed necessary or desirable in the reasonable discretion of the Anchor to enable Anchor to insure marketable title, disburse the funds and perform the other functions as settlement agent in compliance with Buyer's lender's instructions and in the due course of Anchor's policies and procedures..

The Undersigned agrees to comply with Anchor's request(s) within 30 days from the date of mailing of said requests. The Undersigned agree to assume all costs including by way of illustration and not limitation, actual expenses, attorney fees, costs and marketing losses for failing to comply with correction requests within 30 days of Anchor's request(s).

The Undersigned further agree that should any inadvertent errors or omissions later be discovered in any documents executed at closing, the Undersigned shall promptly execute such corrective documents and remit such sums as may be required to adjust or correct such errors or omissions.

Seller(s)

Hold Harmless:

The Undersigned understand that Anchor is relying on my/our statements and representations as hereinabove set forth when closing the transaction, disbursing proceeds and issuing one or more policies of title insurance in accordance with the signed settlement statement. The Undersigned agree that to the extent any statement or representation made herein is false or incorrect that the Undersigned shall hold Anchor and the title insurance company on which an owners and/or loan policy(ies) of title insurance in this transaction harmless from any loss or damage, liability, costs, expenses, and fees, including attorney fees and costs of court, that Anchor and/or the title insurer shall incur as a result of any inaccuracies in the statements and representations made herein.

Seller(s)

Signed and sworn to on this the 26 day of December, 2025

Janet Lynn Woodyard

Janet W. Wallen nka Janet Lynn Woodyard

State of California

County of Orange

Sworn to and subscribed before me on this the 26 of December, 2025.

BRET P. HOFFER
Commission # 2478744
Notary Public - California
ORANGE County
My Comm. Expires JAN 7, 2028

Notary Public
My Commission Expires: 1/7/28

ANCHOR TITLE COMPANY

GENERAL ACKNOWLEDGEMENT AND HOLD HARMLESS

BUYER(S): Shalom Property Group, LLC
SELLER(S): Karen W. Allen and Kathryn Bates Powell and Julie E. Mullen and Janet W. Wallen nka Janet Lynn Woodyard and Marsha W. Hawkins
PROPERTY: 5361 Moffett Road, Mobile, AL 36618

Personally appeared before me, the undersigned authority, a Notary Public in and for said county, in said state, the Buyer(s) and Seller(s) identified above, (hereinafter referred to as "Buyer" and "Seller," respectively, whether one or more, or collectively the "Undersigned"), who are personally known to me or who has produced valid photographic identification, and after having been duly sworn did depose and say as follows:

The Undersigned is/are over the age of nineteen (19) years and have personal knowledge of the facts and statements as contained herein.

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The Undersigned has/have checked, reviewed and approved the figures appearing on the ALTA Settlement Statement(s) and/or Closing Disclosure.

The Undersigned have carefully reviewed the ALTA Settlement Statement and/or Closing Disclosure and to the best of my/our knowledge and belief, it is/they are a true and accurate statement of all receipts and disbursements made on my/our account and by me/us in this transaction. I/We further certify that I/We have received a copy of the ALTA Settlement Statement and/or Closing Disclosure.

Seller(s)

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Seller(s)

Payoffs:

Seller understands that the payoff amount(s), if applicable, shown on the ALTA Settlement Statement and/or Closing Disclosure, was/were supplied to Anchor by the lender(s) of the Seller and are subject to confirmation upon tender of payment. If the payoff amount(s) supplied by the lender(s) of the Seller are inaccurate such that they are insufficient to satisfy the loan amount(s), Seller(s) agree(s) to immediately pay any shortages that may exist.

Seller(s)

Tax Assessments and Prorations:

Buyer fully understands that I/we am/are responsible for changing the current tax assessment to my/our name(s) and claiming my/our homestead exemption if the property is to be my/our primary residence. Failure to assess the property or claim homestead exemption may result in possible penalties and payment of higher taxes.

Buyer and Seller fully understand and acknowledge that the tax proration has been based on information furnished to Anchor by the County Tax Assessor's Office. We understand that the tax prorations were based on the taxes due for the preceding year. In the event of any change for the current year, all necessary adjustments must be made between Seller and Buyer. Any deficit in delinquent taxes will be reimbursed to Anchor by the Seller.

Seller(s)

Copy Package Acknowledgement:

Buyer hereby certifies that I/we have received a complete copy of all of the documents that I/ we signed at closing, including all documents provided by my/our Lender to be signed by me/us at closing, if applicable.

Real Estate Agency Representation:

The licensed real estate brokerage(s) representing me/us in this transaction, if any, as shown in the ALTA Settlement Statement and/or Closing Disclosure, is/are the only real estate agent/brokerage that the Undersigned have engaged to represent him/her/them. The real estate brokerage(s) receiving a commission as shown on the ALTA Settlement Statement and/or Closing Disclosure, if any, are the only real estate agent(s) or brokerage(s) entitled to receive a commission from this transaction. The Undersigned acknowledge that I/we have not entered into an agreement with any other real estate agent(s) or brokerage(s) to represent me/us, whether specific to this transaction or to assist in identifying or purchasing a potential property, which could potentially entitle such agent(s) or brokerage(s) to a commission.

Seller(s)

The Undersigned further agree that if Anchor becomes aware of a dispute as to agent/brokerage representation at any point prior to the final disbursement of the proceeds from the sale or purchase of the Property, Anchor may in its sole and absolute discretion elect to suspend and/or discontinue providing title and/or settlement services until such dispute is resolved by me/us and any agent or brokerages involved, and that Anchor shall not be liable for any damages, direct or indirect, that may result from such decision.

Seller(s)

Insurance:

Buyer acknowledges that Anchor is not responsible for verifying or maintaining any hazard and/or flood Insurance coverage, deductibles, escrows and/or premiums with regards to the hazard and/or flood insurance. Buyer also fully understands any and all premiums which are due for said policies are the responsibility of Buyer to pay. Any premiums collected by Anchor will be at the sole discretion and direction of the Lender with which Buyer is obtaining financing and any unpaid premiums must be paid by us directly to the insurance company(ies). Buyer shall immediately notify Anchor if Buyer receives notice from a company issuing such coverage(s), if any, that the premium collected on the Settlement Statement and/or Closing Disclosure was not received or is deficient in anyway.

Buyer acknowledges that Buyer has had the right to select insurance of Buyer's own choice and was in no way forced by any representative or employee of Anchor to choose any certain insurance company or insurance agent.

Errors & Omissions:

The Undersigned, for and in consideration of Anchor serving as settlement agent and performing the closing functions, including, but not limited to, disbursing the fund from the closing of the above referenced property, agrees, if requested by Anchor, to fully cooperate and adjust for omitted documentation and/or clerical errors, any and all closing documentation if deemed necessary or desirable in the reasonable discretion of the Anchor to enable Anchor to insure marketable title, disburse the funds and perform the other functions as settlement agent in compliance with Buyer's lender's instructions and in the due course of Anchor's policies and procedures..

The Undersigned agrees to comply with Anchor's request(s) within 30 days from the date of mailing of said requests. The Undersigned agree to assume all costs including by way of illustration and not limitation, actual expenses, attorney fees, costs and marketing losses for failing to comply with correction requests within 30 days of Anchor's request(s).

The Undersigned further agree that should any inadvertent errors or omissions later be discovered in any documents executed at closing, the Undersigned shall promptly execute such corrective documents and remit such sums as may be required to adjust or correct such errors or omissions.

Seller(s)

Hold Harmless:

The Undersigned understand that Anchor is relying on my/our statements and representations as hereinabove set forth when closing the transaction, disbursing proceeds and issuing one or more policies of title insurance in accordance with the signed settlement statement. The Undersigned agree that to the extent any statement or representation made herein is false or incorrect that the Undersigned shall hold Anchor and the title insurance company on which an owners and/or loan policy(ies) of title insurance in this transaction harmless from any loss or damage, liability, costs, expenses, and fees, including attorney fees and costs of court, that Anchor and/or the title insurer shall incur as a result of any inaccuracies in the statements and representations made herein.

Seller(s)

Signed and sworn to on this the 29th day of December, 2025

Marsha W. Hawkins

State of Florida

County of Hillsborough

Sworn to and subscribed before me on this the 29th of December, 2025.

Notary Public

My Commission Expires: 8/23/27

Notary Public State of Florida
Johna JF Wright
My Commission HH 392397
Expires 8/23/2027

ANCHOR TITLE COMPANY

GENERAL ACKNOWLEDGEMENT AND HOLD HARMLESS

BUYER(S): Shalom Property Group, LLC
SELLER(S): Karen W. Allen and Kathryn Bates Powell and Julie E. Mullen and Janet W. Wallen nka Janet Lynn Woodyard and Marsha W. Hawkins
PROPERTY: 5361 Moffett Road, Mobile, AL 36618

Personally appeared before me, the undersigned authority, a Notary Public in and for said county, in said state, the Buyer(s) and Seller(s) identified above, (hereinafter referred to as "Buyer" and "Seller," respectively, whether one or more, or collectively the "Undersigned"), who are personally known to me or who has produced valid photographic identification, and after having been duly sworn did depose and say as follows:

The Undersigned is/are over the age of nineteen (19) years and have personal knowledge of the facts and statements as contained herein.

ALTA Settlement Statement and/or Closing Disclosure:

The Undersigned has/have checked, reviewed and approved the figures appearing on the ALTA Settlement Statement(s) and/or Closing Disclosure.

The Undersigned have carefully reviewed the ALTA Settlement Statement and/or Closing Disclosure and to the best of my/our knowledge and belief, it is/they are a true and accurate statement of all receipts and disbursements made on my/our account and by me/us in this transaction. I/We further certify that I/We have received a copy of the ALTA Settlement Statement and/or Closing Disclosure.

Seller(s)

Closing/Settlement Acknowledgment:

The Undersigned do hereby agree and acknowledge that the closing agent, Anchor Title, LLC, (hereinafter referred to as "Anchor") is acting solely as an escrow agent for this transaction; that Anchor is not a law firm; and that Anchor is prohibited by law from giving legal advice. We acknowledge that we have been given the opportunity to obtain independent legal counsel and advice for the closing of this transaction and have either done so to our satisfaction or have declined to do so.

Seller(s)

Payoffs:

Seller understands that the payoff amount(s), if applicable, shown on the ALTA Settlement Statement and/or Closing Disclosure, was/were supplied to Anchor by the lender(s) of the Seller and are subject to confirmation upon tender of payment. If the payoff amount(s) supplied by the lender(s) of the Seller are inaccurate such that they are insufficient to satisfy the loan amount(s), Seller(s) agree(s) to immediately pay any shortages that may exist.

Seller(s)

Tax Assessments and Prorations:

Buyer fully understands that I/we am/are responsible for changing the current tax assessment to my/our name(s) and claiming my/our homestead exemption if the property is to be my/our primary residence. Failure to assess the property or claim homestead exemption may result in possible penalties and payment of higher taxes.

Buyer and Seller fully understand and acknowledge that the tax proration has been based on information furnished to Anchor by the County Tax Assessor's Office. We understand that the tax prorations were based on the taxes due for the preceding year. In the event of any change for the current year, all necessary adjustments must be made between Seller and Buyer. Any deficit in delinquent taxes will be reimbursed to Anchor by the Seller.

Seller(s)

Copy Package Acknowledgement:

Buyer hereby certifies that I/we have received a complete copy of all of the documents that I/ we signed at closing, including all documents provided by my/our Lender to be signed by me/us at closing, if applicable.

Real Estate Agency Representation:

The licensed real estate brokerage(s) representing me/us in this transaction, if any, as shown in the ALTA Settlement Statement and/or Closing Disclosure, is/are the only real estate agent/brokerage that the Undersigned have engaged to represent him/her/them. The real estate brokerage(s) receiving a commission as shown on the ALTA Settlement Statement and/or Closing Disclosure, if any, are the only real estate agent(s) or brokerage(s) entitled to receive a commission from this transaction. The Undersigned acknowledge that I/we have not entered into an agreement with any other real estate agent(s) or brokerage(s) to represent me/us, whether specific to this transaction or to assist in identifying or purchasing a potential property, which could potentially entitle such agent(s) or brokerage(s) to a commission.

Seller(s)

The Undersigned further agree that if Anchor becomes aware of a dispute as to agent/brokerage representation at any point prior to the final disbursement of the proceeds from the sale or purchase of the Property, Anchor may in its sole and absolute discretion elect to suspend and/or discontinue providing title and/or settlement services until such dispute is resolved by me/us and any agent or brokerages involved, and that Anchor shall not be liable for any damages, direct or indirect, that may result from such decision.

Seller(s)

Insurance:

Buyer acknowledges that Anchor is not responsible for verifying or maintaining any hazard and/or flood Insurance coverage, deductibles, escrows and/or premiums with regards to the hazard and/or flood insurance. Buyer also fully understands any and all premiums which are due for said policies are the responsibility of Buyer to pay. Any premiums collected by Anchor will be at the sole discretion and direction of the Lender with which Buyer is obtaining financing and any unpaid premiums must be paid by us directly to the insurance company(ies). Buyer shall immediately notify Anchor if Buyer receives notice from a company issuing such coverage(s), if any, that the premium collected on the Settlement Statement and/or Closing Disclosure was not received or is deficient in anyway.

Buyer acknowledges that Buyer has had the right to select insurance of Buyer's own choice and was in no way forced by any representative or employee of Anchor to choose any certain insurance company or insurance agent.

Errors & Omissions:

The Undersigned, for and in consideration of Anchor serving as settlement agent and performing the closing functions, including, but not limited to, disbursing the fund from the closing of the above referenced property, agrees, if requested by Anchor, to fully cooperate and adjust for omitted documentation and/or clerical errors, any and all closing documentation if deemed necessary or desirable in the reasonable discretion of the Anchor to enable Anchor to insure marketable title, disburse the funds and perform the other functions as settlement agent in compliance with Buyer's lender's instructions and in the due course of Anchor's policies and procedures.

The Undersigned agrees to comply with Anchor's request(s) within 10 days from the date of mailing of said requests. The Undersigned agree to assume all costs including by way of illustration and not limitation, actual expenses, attorney fees, costs and marketing losses for failing to comply with correction requests within 30 days of Anchor's request(s).

The Undersigned further agree that should any inadvertent errors or omissions later be discovered in any documents executed at closing, the Undersigned shall promptly execute such corrective documents and remit such sums as may be required to adjust or correct such errors or omissions.

Seller(s)

Hold Harmless:

The Undersigned understand that Anchor is relying on my/our statements and representations as hereinabove set forth when closing the transaction, disbursing proceeds and issuing one or more policies of title insurance in accordance with the signed settlement statement. The Undersigned agree that to the extent any statement or representation made herein is false or incorrect that the Undersigned shall hold Anchor and the title insurance company on which an owners and/or loan policy(ies) of title insurance in this transaction harmless from any loss or damage, liability, costs, expenses, and fees, including attorney fees and costs of court, that Anchor and/or the title insurer shall incur as a result of any inaccuracies in the statements and representations made herein.

Seller(s)

Signed and sworn to on this the 29 day of December, 2025

Julie E. Mullen

State of Texas

County of Harris

Sworn to and subscribed before me on this the 29 of December, 2025.

Juwana Kay Turner
Notary Public
My Commission Expires: 03/19/2029

JUWANA KAY TURNER
Notary ID #129353019
My Commission Expires
Mar 19, 2029

ANCHOR TITLE COMPANY

GENERAL ACKNOWLEDGEMENT AND HOLD HARMLESS

BUYER(S): Shalom Property Group, LLC
SELLER(S): Karen W. Allen, Kathryn Bates Powell, Julie R. Mullen, Janet Lynn Woodyard and Marsha W. Hawkins
PROPERTY: 5361 Moffett Road, Mobile, AL 36618

Personally appeared before me, the undersigned authority, a Notary Public in and for said county, in said state, the Buyer(s) and Seller(s) identified above, (hereinafter referred to as "Buyer" and "Seller," respectively, whether one or more, or collectively the "Undersigned"), who are personally known to me or who has produced valid photographic identification, and after having been duly sworn did depose and say as follows:

The Undersigned is/are over the age of nineteen (19) years and have personal knowledge of the facts and statements as contained herein.

ALTA Settlement Statement and/or Closing Disclosure:

The Undersigned has/have checked, reviewed and approved the figures appearing on the ALTA Settlement Statement(s) and/or Closing Disclosure.

The Undersigned have carefully reviewed the ALTA Settlement Statement and/or Closing Disclosure and to the best of my/our knowledge and belief, it is/they are a true and accurate statement of all receipts and disbursements made on my/our account and by me/us in this transaction. I/We further certify that I/We have received a copy of the ALTA Settlement Statement and/or Closing Disclosure.

Closing/Settlement Acknowledgment:

The Undersigned do hereby agree and acknowledge that the closing agent, Anchor Title, LLC, (hereinafter referred to as "Anchor") is acting solely as an escrow agent for this transaction; that Anchor is not a law firm; and that Anchor is prohibited by law from giving legal advice. We acknowledge that we have been given the opportunity to obtain independent legal counsel and advice for the closing of this transaction and have either done so to our satisfaction or have declined to do so.

Tax Assessments and Prorations:

Buyer fully understands that I/we am/are responsible for changing the current tax assessment to my/our name(s) and claiming my/our homestead exemption if the property is to be my/our primary residence. Failure to assess the property or claim homestead exemption may result in possible penalties and payment of higher taxes.

Buyer and Seller fully understand and acknowledge that the tax proration has been based on information furnished to Anchor by the County Tax Assessor's Office. We understand that the tax prorations were based on the taxes due for the preceding year. In the event of any change for the current year, all necessary adjustments must be made between Seller and Buyer. Any deficit in delinquent taxes will be reimbursed to Anchor by the Seller.

Copy Pacinge Acknowledgement:

Buyer hereby certifies that I/we have received a complete copy of all of the documents that I/ we signed at closing, including all documents provided by my/our Lender to be signed by me/us at closing, if applicable.

Real Estate Agency Representation:

The licensed real estate brokerage(s) representing me/us in this transaction, if any, as shown in the ALTA Settlement Statement and/or Closing Disclosure, is/are the only real estate agent/brokerage that the Undersigned have engaged to represent him/her/them. The real estate brokerage(s) receiving a commission as shown on the ALTA Settlement Statement and/or Closing Disclosure, if any, are the only real estate agent(s) or brokerage(s) entitled to receive a commission from this transaction. The Undersigned acknowledge that I/we have not entered into an agreement with any other real estate agent(s) or brokerage(s) to represent me/us, whether specific to this transaction or to assist in identifying or purchasing a potential property, which could potentially entitle such agent(s) or brokerage(s) to a commission.

The Undersigned further agree that if Anchor becomes aware of a dispute as to agent/brokerage representation at any point prior to the final disbursement of the proceeds from the sale or purchase of the Property, Anchor may in its sole and absolute discretion elect to suspend and/or discontinue providing title and/or settlement services until such dispute is resolved by me/us and any agent or brokerages involved, and that Anchor shall not be liable for any damages, direct or indirect, that may result from such decision.

Insurance:

Buyer acknowledges that Anchor is not responsible for verifying or maintaining any hazard and/or flood insurance coverage, deductibles, escrows and/or premiums with regards to the hazard and/or flood insurance. Buyer also fully understands any and all premiums which are due for said policies are the responsibility of Buyer to pay. Any premiums collected by Anchor will be at the sole discretion and direction of the Lender with which Buyer is obtaining financing and any unpaid premiums must be paid by us directly to the insurance company(ies). Buyer shall immediately notify Anchor if Buyer receives notice from a company issuing such coverage(s), if any, that the premium collected on the Settlement Statement and/or Closing Disclosure was not received or is deficient in anyway.

Buyer acknowledges that Buyer has had the right to select insurance of Buyer's own choice and was in no way forced by any representative or employee of Anchor to choose any certain insurance company or insurance agent.

Errors & Omissions:

The Undersigned, for and in consideration of Anchor serving as settlement agent and performing the closing functions, including, but not limited to, disbursing the fund from the closing of the above referenced property, agrees, if requested by Anchor, to fully cooperate and adjust for omitted documentation and/or clerical errors, any and all closing documentation if deemed necessary or desirable in the reasonable discretion of the Anchor to enable Anchor to insure marketable title, disburse the funds and perform the other functions as settlement agent in compliance with Buyer's lender's instructions and in the due course of Anchor's policies and procedures..

The Undersigned agrees to comply with Anchor's request(s) within 30 days from the date of mailing of said requests. The Undersigned agree to assume all costs including by way of illustration and not limitation, actual expenses, attorney fees, costs and marketing losses for failing to comply with correction requests within 30 days of Anchor's request(s).

The Undersigned further agree that should any inadvertent errors or omissions later be discovered in any documents executed at closing, the Undersigned shall promptly execute such corrective documents and remit such sums as may be required to adjust or correct such errors or omissions.

Hold Harmless:

The Undersigned understand that Anchor is relying on my/our statements and representations as hereinabove set forth when closing the transaction, disbursing proceeds and issuing one or more policies of title insurance in accordance with the signed settlement statement. The Undersigned agree that to the extent any statement or representation made herein is false or incorrect that the Undersigned shall hold Anchor and the title insurance company on which an owners and/or loan policy(ies) of title insurance in this transaction harmless from any loss or damage, liability, costs, expenses, and fees, including attorney fees and costs of court, that Anchor and/or the title insurer shall incur as a result of any inaccuracies in the statements and representations made herein.

Signed and sworn to on this the ___ day of _____, 2025

Shalom Property Group, LLC

Nikita Pleasure, Member

Nikita Pleasure, Member

ANCHOR TITLE COMPANY

HOLD HARMLESS and INDEMNITY AGREEMENT

BUYER(S): Shalom Property Group, LLC
SELLER(S): Karen W. Allen and Kathryn Bates Powell and Julie E. Mullen and Janet W. Wallen nka Janet Lynn Woodyard and Marsha W. Hawkins
PROPERTY: 5361 Moffett Road, Mobile, AL 36618

I/We, as Purchasers/Sellers of the Property referenced above, are aware that one or more of the following items was not required as a condition of the closing and settlement of the Property by ANCHOR TITLE, LLC (the "Title Company"). I/We do agree to hold harmless and indemnify the Title Company, its agents, employees, and assigns for any and all losses, costs, damages and/or expenses of any nature whatsoever, including a reasonable attorney's fee, resulting from, arising out of or in any manner whatsoever related to any of the following named items:

MOLD/FUNGUS INSPECTION:

☑ I/We elect not to obtain a Mold/Fungus Inspection prior to closing. I/We are aware that no determination has been made regarding the formation, growth, presence, release, dispersal, containment, removal, testing for or detection of any molds, fungi, spores, or other similar growths or organic matter, including but not limited to aspergillus, penicillium, or any other strain or type of Stachybotrys, commonly referred to as "Black Molds" located at the above property address. This election is not based upon any representations made prior to the closing by Anchor Title, LLC, the Lender, its agents or employees. In the event there exists any of the above in, on or around the property, we understand that we may be responsible for any repairs or treatment and agree to hold Anchor Title, LLC, the Lender, its agents and employees harmless.

☐ I/We elect to obtain or are aware that a Mold/Fungus Inspection has occurred and a Report produced. I/We acknowledge any and all active and prior infestation of any and all molds, fungi, spores, or other similar growths or organic matter, including but not limited to aspergillus, penicillium, or any other strain or type of Stachybotrys, commonly referred to as "Black Molds" located at the above property address. I/We acknowledge any and all damage resulting therefrom or any damage caused by any previous infestation, whether or not such damage is shown by the Report, if any, or other document or documents. In the event there exists any of the above in, on or around the property, we understand that we may be responsible for any repairs or treatment and agree to hold Anchor Title, LLC, the Lender, its agents and employees harmless.

TERMITE INSPECTION:

☑ I/We elect not to obtain a Termite Inspection prior to closing. This election is not based upon any representations made prior to the closing by the Title Company, its agents or employees. In the event there exists any previous or present infestation of any form of wood destroying organisms or damage to the property, we understand that we may be responsible for any repairs or treatment and agree to hold Anchor Title, LLC, the Lender, its agents and employees harmless.

☐ I/We elect to obtain or are aware that a Termite Inspection has occurred and a Wood Infestation Report produced. I/We acknowledge any and all active infestation by termites or other wood destroying organisms to the home or any other building located on said property or any damages resulting therefrom or any damages caused by any previous infestation by termites or other wood destroying organisms, active, existing or pre-existing wood destroying fungus whether or not such damage is shown by the attached termite letter, if any, or other document or documents. I/We acknowledge any and all damage resulting therefrom or any damage caused by any previous infestation, whether or not such damage is shown by the Report, if any, or other document or documents. In the event there exists any of the above in, on or around the property, we understand that we may be responsible for any repairs or treatment and agree to hold Anchor Title, LLC, the Lender, its agents and employees harmless.

PROPERTY SURVEY:

☐ I/We elect not to obtain a Survey prior to closing. This election is not based upon any representations made prior to the closing by the Title Company, its agents or employees. In the event there exists any dispute over boundaries or any item which should have appeared on a survey or otherwise, we understand that we will be responsible for resolving any dispute or otherwise and agree to hold Anchor Title, LLC, the Lender, its agents and employees harmless.

☑ I/We elect to obtain or are aware that a Survey of the home located at the referenced property address has been conducted and a Survey produced and that there has been no review of the Survey by the Title Company and that the Title Company does not make any representations as to the correctness or accuracy of the boundary lines or any encroachments or easements which may be noted in a survey and I/We agree to hold Anchor Title, LLC, the Lender, its agents and employees harmless. .

Seller

Seller

State of Alabama
County of Mobile

The foregoing instrument was acknowledged before me this 2nd day of Dec, 2025, by Karen W. Allen and Kathryn Bates Powell and Julie E. Mullen and Janet W. Wallen nka Janet Lynn Woodyard and Marsha W. Hawkins who is/are personally known to me or who has produced driver license as identification.

Notary Public
My Commission Expires: 1/11/26

Seller

State of Texas County of Harris

The foregoing instrument was acknowledged before me this 29 day of December, 2025, by Karen W. Allen and Kathryn Bates Powell and Julie E. Mullen and Janet W. Wallen nka Janet Lynn Woodyard and Marsha W. Hawkins who is/are personally known to me or who has produced driver license as identification.

JUWANA KAY TURNER
Notary ID #129353019
My Commission Expires
Mar 19, 2029

Notary Public
My Commission Expires: 03/19/2029

Janet Lynn Woodyard

Seller

State of CALIFORNIA County of ORANGE

The foregoing instrument was acknowledged before me this 26 day of December, 2025, by Karen W. Allen and Kathryn Bates Powell and Julie E. Mullen and Janet W. Wallen nka Janet Lynn Woodyard and Marsha W. Hawkins who is/are personally known to me or who has produced driver license as identification.

Notary Public

My Commission Expires: 1/7/28

BRET P. HOFFER
Commission # 2478744
Notary Public - California
ORANGE County
My Comm. Expires JAN 7, 2028

Seller Marsha W. Hawkins

State of Florida County of Hillsborough

The foregoing instrument was acknowledged before me this 29th day of December, 2025, by Karen W. Allen and Kathryn Bates Powell and Julie R. Mullen and Janet W. Wallen nka Janet Lynn Woodyard and Marsha W. Hawkins who is/are personally known to me or who has produced driver license as identification.

Notary Public
My Commission Expires: 8/23/27

Notary Public State of Florida
Johna JF Wright
My Commission HH 382897
Expires 8/23/2027

ANCHOR TITLE COMPANY

HOLD HARMLESS and INDEMNITY AGREEMENT

BUYER(S): Shalom Property Group, LLC
SELLER(S): Karen W. Allen, Kathryn Bates Powell, Julie B. Mullen, Janet Lynn Woodyard and Marsha W. Hawkins
PROPERTY: 5361 Moffett Road, Mobile, AL 36618

I/We, as Purchasers/Sellers of the Property referenced above, are aware that one or more of the following items was not required as a condition of the closing and settlement of the Property by ANCHOR TITLE, LLC (the "Title Company"). I/We do agree to hold harmless and indemnify the Title Company, its agents, employees, and assigns for any and all losses, costs, damages and/or expenses of any nature whatsoever, including a reasonable attorney's fee, resulting from, arising out of or in any manner whatsoever related to any of the following named items:

MOLD/FUNGUS INSPECTION:

☑ I/We elect not to obtain a Mold/Fungus Inspection prior to closing. I/We are aware that no determination has been made regarding the formation, growth, presence, release, dispersal, containment, removal, testing for or detection of any molds, fungi, spores, or other similar growths or organic matter, including but not limited to aspergillus, penicillium, or any other strain or type of Stachybotrys, commonly referred to as "Black Molds" located at the above property address. This election is not based upon any representations made prior to the closing by Anchor Title, LLC, the Lender, its agents or employees. In the event there exists any of the above in, on or around the property, we understand that we may be responsible for any repairs or treatment and agree to hold Anchor Title, LLC, the Lender, its agents and employees harmless.

☐ I/We elect to obtain or are aware that a Mold/Fungus Inspection has occurred and a Report produced. I/We acknowledge any and all active and prior infestation of any and all molds, fungi, spores, or other similar growths or organic matter, including but not limited to aspergillus, penicillium, or any other strain or type of Stachybotrys, commonly referred to as "Black Molds" located at the above property address. I/We acknowledge any and all damage resulting therefrom or any damage caused by any previous infestation, whether or not such damage is shown by the Report, if any, or other document or documents. In the event there exists any of the above in, on or around the property, we understand that we may be responsible for any repairs or treatment and agree to hold Anchor Title, LLC, the Lender, its agents and employees harmless.

TERMITE INSPECTION:

☑ I/We elect not to obtain a Termite Inspection prior to closing. This election is not based upon any representations made prior to the closing by the Title Company, its agents or employees. In the event there exists any previous or present infestation of any form of wood destroying organisms or damage to the property, we understand that we may be responsible for any repairs or treatment and agree to hold Anchor Title, LLC, the Lender, its agents and employees harmless.

☐ I/We elect to obtain or are aware that a Termite Inspection has occurred and a Wood Infestation Report produced. I/We acknowledge any and all active infestation by termites or other wood destroying organisms to the home or any other building located on said property or any damages resulting therefrom or any damages caused by any previous infestation by termites or other wood destroying organisms, active, existing or pre-existing wood destroying fungus whether or not such damage is shown by the attached termite letter, if any, or other document or documents. I/We acknowledge any and all damage resulting therefrom or any damage caused by any previous infestation, whether or not such damage is shown by the Report, if any, or other document or documents. In the event there exists any of the above in, on or around the property, we understand that we may be responsible for any repairs or treatment and agree to hold Anchor Title, LLC, the Lender, its agents and employees harmless.

PROPERTY SURVEY:

☑ I/We elect not to obtain a Survey prior to closing. This election is not based upon any representations made prior to the closing by the Title Company, its agents or employees. In the event there exists any dispute over boundaries or any item which should have appeared on a survey or otherwise, we understand that we will be responsible for resolving any dispute or otherwise and agree to hold Anchor Title, LLC, the Lender, its agents and employees harmless.

☐ I/We elect to obtain or are aware that a Survey of the home located at the referenced property address has been conducted and a Survey produced and that there has been no review of the Survey by the Title Company and that the Title Company does not make any representations as to the correctness or accuracy of the boundary lines or any encroachments or easements which may be noted in a survey and I/We agree to hold Anchor Title, LLC, the Lender, its agents and employees harmless.

Nikita Pleasure, Member

Buyer

stewart
title guaranty company

NOTICE OF AVAILABILITY OF CLOSING OR SETTLEMENT PROTECTION

TO: Shalom Property Group, LLC
Karen W. Allen and Kathryn Bates Powell and Julie E. Mullen and Janet W. Wallen nka Janet Lynn Woodyard and Marsha W. Hawkins

RE: AGENT: ANCHOR TITLE, LLC
AGENT FILE NUMBER: ATC28585

In accordance with Alabama law, specifically §27-3-6.1, Code of Alabama, 1975, this disclosure of availability of closing or settlement protection is required to be made to you.

You are the lender, purchaser, borrower or seller of property identified as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Closing or settlement protection is available to you in accordance with the guidelines of Stewart Title Guaranty Company and in the form previously approved by the Alabama Department of Insurance. The cost to you for this closing or settlement protection is $50.00 in the case of a lender, $50.00 in the case of a purchaser or borrower or lessee, and $50.00 in the case of a seller or lessor.

Subject to the Conditions and Exclusions contained in the Closing Protection Letter (the "Letter"), closing or settlement protection indemnifies the Covered Party against loss of closing or settlement funds because of one of the following acts of the settlement agent named in the Letter:
1) Theft or misappropriation of settlement funds, but only to the extent that the theft relates to the status of the title to the interest in land proposed to be insured in a title commitment or title insurance policies issued by the title insurer issuing the Letter, or to the validity, enforceability, and priority of the lien of the mortgage on that interest in land.
2) Failure to comply with the written closing instructions when agreed to by the settlement agent, but only to the extent that the failure to follow the instructions relates to the status of title to the interest in land proposed to be insured in a title commitment or title insurance policies issued by the title insurer issuing the Letter, or to the validity, enforceability, and priority of the lien of the mortgage on that interest in land.

You are covered by closing or settlement protection only if you are named as a Covered Party on the Letter, or if you have indicated below that you request settlement or closing protection, and have paid the cost therefore, as indicated above.

If title insurance is not purchased by any party, this offer of closing or settlement protection is void.

If you are uncertain as to whether you should obtain closing or settlement protection, you are urged to seek independent advice.

Buyer/Borrower(s) request ☐ decline ☑ settlement or closing protection

Seller(s) request ☐ decline ☑ settlement or closing protection

Lender requests ☐ declines ☐ settlement or closing protection

SELLER(S):

Signed: _____ (date)
Karen W. Allen

Signed: _____ (date)
Kathryn Bates Powell

stewart title guaranty company

NOTICE OF AVAILABILITY OF CLOSING OR SETTLEMENT PROTECTION

TO: Shalom Property Group, LLC
Karen W. Allen and Kathryn Bates Powell and Julie E. Mullen and Janet W. Wallen nka Janet Lynn Woodyard and Marsha W. Hawkins

RE: AGENT: ANCHOR TITLE, LLC
AGENT FILE NUMBER: ATC28585

In accordance with Alabama law, specifically §27-3-6.1, Code of Alabama, 1975, this disclosure of availability of closing or settlement protection is required to be made to you.

You are the lender, purchaser, borrower or seller of property identified as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Closing or settlement protection is available to you in accordance with the guidelines of Stewart Title Guaranty Company and in the form previously approved by the Alabama Department of Insurance. The cost to you for this closing or settlement protection is $50.00 in the case of a lender, $50.00 in the case of a purchaser or borrower or lessee, and $50.00 in the case of a seller or lessor.

Subject to the Conditions and Exclusions contained in the Closing Protection Letter (the "Letter"), closing or settlement protection indemnifies the Covered Party against loss of closing or settlement funds because of one of the following acts of the settlement agent named in the Letter:
1) Theft or misappropriation of settlement funds, but only to the extent that the theft relates to the status of the title to the interest in land proposed to be insured in a title commitment or title insurance policies issued by the title insurer issuing the Letter, or to the validity, enforceability, and priority of the lien of the mortgage on that interest in land.
2) Failure to comply with the written closing instructions when agreed to by the settlement agent, but only to the extent that the failure to follow the instructions relates to the status of title to the interest in land proposed to be insured in a title commitment or title insurance policies issued by the title insurer issuing the Letter, or to the validity, enforceability, and priority of the lien of the mortgage on that interest in land.

You are covered by closing or settlement protection only if you are named as a Covered Party on the Letter, or if you have indicated below that you request settlement or closing protection, and have paid the cost therefore, as indicated above.

If title insurance is not purchased by any party, this offer of closing or settlement protection is void.

If you are uncertain as to whether you should obtain closing or settlement protection, you are urged to seek independent advice.

Buyer/Borrower(s) request ☐ decline ☐ settlement or closing protection

Seller(s) request ☐ decline ☑ settlement or closing protection

Lender requests ☐ declines ☐ settlement or closing protection

SELLER(S):

Signed: Julie E Mullen 12/29/05 (date)
Julie E Mullen

stewart title guaranty company

NOTICE OF AVAILABILITY OF CLOSING OR SETTLEMENT PROTECTION

TO: Shalom Property Group, LLC
Karen W. Allen and Kathryn Bates Powell and Julie E. Mullen and Janet W. Wallen nka Janet Lynn Woodyard and Marsha W. Hawkins

RE: AGENT: ANCHOR TITLE, LLC
AGENT FILE NUMBER: ATC28585

In accordance with Alabama law, specifically §27-3-6.1, Code of Alabama, 1975, this disclosure of availability of closing or settlement protection is required to be made to you.

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If you are uncertain as to whether you should obtain closing or settlement protection, you are urged to seek independent advice.

Buyer/Borrower(s) request ☐ decline ☐ settlement or closing protection

Seller(s) request ☐ decline ☑ settlement or closing protection

Lender requests ☐ declines ☐ settlement or closing protection

SELLER(S):

Signed: Janet Lynn Woodyard (date) 12/26/25
Janet W. Wallen nka Janet Lynn Woodyard

stewart title guaranty company

NOTICE OF AVAILABILITY OF CLOSING OR SETTLEMENT PROTECTION

TO: Shalom Property Group, LLC
Karen W. Allen and Kathryn Bates Powell and Julie E. Mullen and Janet W. Wallen nka Janet Lynn Woodyard and Marsha W. Hawkins

RE: AGENT: ANCHOR TITLE, LLC
AGENT FILE NUMBER: ATC28585

In accordance with Alabama law, specifically §27-3-6.1, Code of Alabama, 1975, this disclosure of availability of closing or settlement protection is required to be made to you.

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If title insurance is not purchased by any party, this offer of closing or settlement protection is void.

If you are uncertain as to whether you should obtain closing or settlement protection, you are urged to seek independent advice.

Buyer/Borrower(s) request ☑ decline ☐ settlement or closing protection

Seller(s) request ☐ decline ☑ settlement or closing protection

Lender requests ☐ declines ☐ settlement or closing protection

SELLER(S):

Signed: _____ (date)
Marsha W. Hawkins

stewart title guaranty company

NOTICE OF AVAILABILITY OF CLOSING OR SETTLEMENT PROTECTION

TO: Shalom Property Group, LLC
Karen W. Allen, Kathryn Bates Powell, Julie B. Mullen, Janet Lynn Woodyard and Marsha W. Hawkins

RE: AGENT: ANCHOR TITLE, LLC
AGENT FILE NUMBER: ATC28585

In accordance with Alabama law, specifically §27-3-5.1, Code of Alabama, 1975, this disclosure of availability of closing or settlement protection is required to be made to you.

You are the lender, purchaser, borrower or seller of property identified as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Closing or settlement protection is available to you in accordance with the guidelines of Stewart Title Guaranty Company and in the form previously approved by the Alabama Department of Insurance. The cost to you for this closing or settlement protection is $50.00 in the case of a lender, $50.00 in the case of a purchaser or borrower or lessee, and $50.00 in the case of a seller or lessor.

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1). Theft or misappropriation of settlement funds, but only to the extent that the theft relates to the status of the title to the interest in land proposed to be insured in a title commitment or title insurance policies issued by the title insurer issuing the Letter, or to the validity, enforceability, and priority of the lien of the mortgage on that interest in land.
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If you are uncertain as to whether you should obtain closing or settlement protection, you are urged to seek independent advice.

Buyer/Borrower(s) request ☐ decline ☑ settlement or closing protection

Seller(s) request ☐ decline ☐ settlement or closing protection

Lender requests ☐ declines ☐ settlement or closing protection

PURCHASER(S):

Signed: Nikita Pleasure, Member (date)
Shalom Property Group, LLC

STG Privacy Notice 2 (Rev 01/26/09) Independent Agencies and Unaffiliated Escrow Agents

WHAT DO/DOES ANCHOR TITLE, LLC DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Anchor Title, LLC, pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes— to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies.	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For nonaffiliates to market to you. Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

Sharing practices	
How often do/does Anchor Title, LLC notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do/does Anchor Title, LLC protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do/does Anchor Title, LLC collect my personal information? X_____ X_____ Initials Initials	We collect your personal information, for example, when you • request insurance-related services • provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact Us [redacted]

IXL REAL ESTATE©

BUYERS FINAL INSPECTION/WALK THROUGH

Date: 12/26/25

I/We hereby declare that we have inspected the house that I/we are buying, located at 5361 Moffett Road, Mobile, AL 36618

I/We find the heating, cooling, electrical, gas and plumbing systems and all mechanical equipment to be in working order, and I/we hereby affirm that all conditions of the Purchase Agreement have been complied with by seller.

I/We accept the property and the house without any reservations in its present "as is" condition and agree to hold harmless the seller, IXL Real estate , and their agents, from all liability in regards to the existing or future condition of the above subject property.

I/We expressly agree that the decision to purchase the property was based on my/our own inspection and evaluation and that neither the broker nor the agents have made any representations, statement or claims as to the condition of the property. I/We further understand that the real estate agent is accompanying us on this walk-through as a courtesy, not as a person qualified to inspect, detect or repair structural defects, malfunctioning systems, equipment, or appliances. Prior to this date, we have been given the opportunity to have a qualified person of our choice inspect the property and we (☐) HAVE (☐) HAVE NOT chosen to do so.

Sellers agree to maintain property to the possession date in the same condition as it is at close. Buyers reserve the right to perform another walk-thru prior to taking possession.

(☐) The Homeowners Buyer Protection Plan has been offered to us. I/We accept and will pay the applicable fee at closing.
(☑) The Homeowners Buyer Protection Plan has been offered to us. I/We hereby waive the coverage.
(☐) The Homeowners Buyer Protection Plan is being provided by the Seller at close.

Buyer	Seller
Buyer	Seller
Witness	Witness

BUYERS FINAL INSPECTION/WALK THROUGH

Date: 12/26/25

I/We hereby declare that we have inspected the house that I/we are buying, located at 5361 Moffett Road, Mobile, AL 36618

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(☐) The Homeowners Buyer Protection Plan is being provided by the Seller at close.

Buyer	Seller
Buyer	Seller
Witness	Witness

IXL REAL ESTATE

Hold Harmless Agreement

DATE: 12/29/25

ADDRESS: 5381 Moffett Road, Mobile, AL 36618

SELLER: Karen W. Allen, Kathryn Bates Powell, Julie E. Mullen, Janet Lynn Woodyard and Marsha W. Hawkins

BUYER: Shalom Property Group, LLC

KNOW ALL MEN by these presents, that the undersigned does hereby agree to the following:

1. Buyer is purchasing the property in "as is" condition.
2. iXL Real Estate, its Agents and Employees are making no representations regarding the property and are not warranting any condition of the property.
3. All of my questions regarding the subject property have been answered to my complete satisfaction.
4. Having had full opportunity to have the property professionally inspected, Buyer agrees to hold iXL Real Estate, its Agents and Employees harmless with the respect to any defects in the property, including any active infestation by termites or other wood destroying organisms to the home or any building located on said property or any damages resulting therefrom or any damages caused by any previous infestation by termites or other wood destroying organisms, active, existing or pre-existing wood destroying fungus whether or not such damage is shown by the attached termite letter, if any, or other documents.
5. Having had full opportunity to have the property surveyed, Buyer agrees to accept the property without reservation.
6. Either the Buyer or the Seller has personally chosen any and all persons that have provided any repairs or improvements to this property, and Buyer and Seller expressly agree to hold IXL Real Estate, its Agents and Employees harmless for any claim or damage relating thereto.

IN WITNESS WHEREOF, the undersigned has executed this agreement on this the 29th day of December, 2025.

			12/29/25
Purchaser	Date	Seller Marsha W. Hawkins	Date
Purchaser	Date	Seller	Date
			12-29-25
Witness	Date	Witness	Date

IXL REAL ESTATE

BUYERS FINAL INSPECTION/WALK THROUGH

Date: 12/29/2005

I/We hereby declare that we have inspected the house that I/we are buying, located at 5361 Moffett Road, Mobile, AL 36618

I/We find the heating, cooling, electrical, gas and plumbing systems and all mechanical equipment to be in working order, and I/we hereby affirm that all conditions of the Purchase Agreement have been complied with by seller.

I/We accept the property and the house without any reservations in its present "as is" condition and agree to hold harmless the seller, IXL Real estate , and their agents, from all liability in regards to the existing or future condition of the above subject property.

I/We expressly agree that the decision to purchase the property was based on my/our own inspection and evaluation and that neither the broker nor the agents have made any representations, statement or claims as to the condition of the property. I/We further understand that the real estate agent is accompanying us on this walk-through as a courtesy, not as a person qualified to inspect, detect or repair structural defects, malfunctioning systems, equipment, or appliances. Prior to this date, we have been given the opportunity to have a qualified person of our choice inspect the property and we (☐) HAVE (☐) HAVE NOT chosen to do so.

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(☐) The Homeowners Buyer Protection Plan has been offered to us. I/We hereby waive the coverage.
(☐) The Homeowners Buyer Protection Plan is being provided by the Seller at close.

Buyer	Seller
Buyer	Seller
Witness	Witness

BUYERS FINAL INSPECTION/WALK THROUGH

Date: _____

I/We hereby declare that we have inspected the house that I/we are buying, located at 5361 Moffett Road, Mobile, AL 36618

I/We find the heating, cooling, electrical, gas and plumbing systems and all mechanical equipment to be in working order, and I/we hereby affirm that all conditions of the Purchase Agreement have been complied with by seller.

I/We accept the property and the house without any reservations in its present "as is" condition and agree to hold harmless the seller, IXL Real estate , and their agents, from all liability in regards to the existing or future condition of the above subject property.

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(☐) The Homeowners Buyer Protection Plan has been offered to us. I/We hereby waive the coverage.
(☐) The Homeowners Buyer Protection Plan is being provided by the Seller at close.

Nikita Pleasure, Member	
Buyer	Seller
Buyer	Seller
Witness	Witness

iXL REAL ESTATE

Hold Harmless Agreement

DATE: 12/26/25

ADDRESS: 5361 Moffett Road, Mobile, AL 36618

SELLER: Karen W. Allen, Kathryn Bates Powell, Julie E. Mullen, Janet Lynn Woodyard and Marsha W. Hawkins

BUYER: Shalom Property Group, LLC

KNOW ALL MEN by these presents, that the undersigned does hereby agree to the following:

1. Buyer is purchasing the property in "as is" condition.
2. iXL Real Estate, its Agents and Employees are making no representations regarding the property and are not warranting any condition of the property.
3. All of my questions regarding the subject property have been answered to my complete satisfaction.
4. Having had full opportunity to have the property professionally inspected, Buyer agrees to hold iXL Real Estate, its Agents and Employees harmless with the respect to any defects in the property, including any active infestation by termites or other wood destroying organisms to the home or any building located on said property or any damages resulting therefrom or any damages caused by any previous infestation by termites or other wood destroying organisms, active, existing or pre-existing wood destroying fungus whether or not such damage is shown by the attached termite letter, if any, or other documents.
5. Having had full opportunity to have the property surveyed, Buyer agrees to accept the property without reservation.
6. Either the Buyer or the Seller has personally chosen any and all persons that have provided any repairs or improvements to the property, and Buyer and Seller expressly agree to hold iXL Real Estate, its Agents and Employees harmless for any claim or damage relating thereto.

IN WITNESS WHEREOF, the undersigned has executed this agreement on this the 26 day of Dec, 20 25

		Karen Allen 12-26-25	
Purchaser	**Date**	**Seller**	**Date**
		Kathryn Bates Powell 12-29-25	
Purchaser	**Date**	**Seller**	**Date**
		12/26/25	
Witness	**Date**	**Witness**	**Date**

Hold Harmless Agreement

DATE: 12/24/25

ADDRESS: 5361 Moffett Road, Mobile, AL 36618

SELLER: Karen W. Allen, Kathryn Bates Powell, Julie E. Mullen, Janet Lynn Woodyard and Marsha W. Hawkins

BUYER: Shalom Property Group, LLC

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1. Buyer is purchasing the property in "as is" condition.
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6. Either the Buyer or the Seller has personally chosen any and all persons that have provided any repairs or improvements to the property, and Buyer and Seller expressly agree to hold iXL Real Estate, its Agents and Employees harmless for any claim or damage relating thereto.

IN WITNESS WHEREOF, the undersigned has executed this agreement on this the 26 day of December, 2025

		Janet Lynn Woodyard 12/26/25	
Purchaser	Date	Seller	Date
Purchaser	Date	Seller	Date
Witness	Date	Witness	Date

BUYERS FINAL INSPECTION/WALK THROUGH

Date: _____

I/We hereby declare that we have inspected the house that I/we are buying, located at 5361 Moffett Road, Mobile, AL 36618

I/We find the heating, cooling, electrical, gas and plumbing systems and all mechanical equipment to be in working order, and I/we hereby affirm that all conditions of the Purchase Agreement have been complied with by seller.

I/We accept the property and the house without any reservations in its present "as is" condition and agree to hold harmless the seller, IXL Real estate , and their agents, from all liability in regards to the existing or future condition of the above subject property.

I/We expressly agree that the decision to purchase the property was based on my/our own inspection and evaluation and that neither the broker nor the agents have made any representations, statement or claims as to the condition of the property. I/We farther understand that the real estate agent is accompanying us on this walk-through as a courtesy, not as a person qualified to inspect, detect or repair structural defects, malfunctioning systems, equipment, or appliances. Prior to this date, we have been given the opportunity to have a qualified person of our choice inspect the property and we (☐) HAVE (☐) HAVE NOT chosen to do so.

Sellers agree to maintain property to the possession date in the same condition as it is at close. Buyers reserve the right to perform another walk-thru prior to taking possession.

(☐) The Homeowners Buyer Protection Plan has been offered to us. I/We accept and will pay the applicable fee at closing.
(☐) The Homeowners Buyer Protection Plan has been offered to us. I/We hereby waive the coverage.
(☐) The Homeowners Buyer Protection Plan is being provided by the Seller at close.

Buyer	Seller Martha W. Hawkins
Buyer	Seller
Witness	Witness

IXL REAL ESTATE

Hold Harmless Agreement

DATE: 12/29/25

ADDRESS: 5381 Moffett Road, Mobile, AL 36618

SELLER: Karen W. Allen, Kathryn Estes Powell, Julie E. Mullen, Janet Lynn Woodyard and Marsha W. Hawkins

BUYER: Shalom Property Group, LLC

KNOW ALL MEN by these presents, that the undersigned does hereby agree to the following:

1. Buyer is purchasing the property in "as is" condition.
2. IXL Real Estate, its Agents and Employees are making no representations regarding the property and are not warranting any condition of the property.
3. All of my questions regarding the subject property have been answered to my complete satisfaction.
4. Having had full opportunity to have the property professionally inspected, Buyer agrees to hold IXL Real Estate, its Agents and Employees harmless with the respect to any defects in the property, including any active infestation by termites or other wood destroying organisms to the home or any building located on said property or any damages resulting therefrom or any damages caused by any previous infestation by termites or other wood destroying organisms, active, existing or pre-existing wood destroying fungus whether or not such damage is shown by the attached termite letter, if any, or other documents.
5. Having had full opportunity to have the property surveyed, Buyer agrees to accept the property without reservation.
6. Either the Buyer or the Seller has personally chosen any and all persons that have provided any repairs or improvements to the property, and Buyer and Seller expressly agree to hold IXL Real Estate, its Agents and Employees harmless for any claim or damage relating thereto.

IN WITNESS WHEREOF, the undersigned has executed this agreement on this the 29 day of December, 2025

		[signature] 12/29/2025	
Purchaser	Date	Seller	Date
Purchaser	Date	Seller	Date
Witness	Date	Witness	Date

Hold Harmless Agreement

DATE: _____

ADDRESS: 6361 Moffett Road, Mobile, AL 36618

SELLER: Karen W. Allen, Kathryn Bates Powell, Julie E. Mullen, Janet Lynn Woodyard and Marsha W. Hawkins

BUYER: Shalom Property Group, LLC

KNOW ALL MEN by these presents, that the undersigned does hereby agree to the following:

1. Buyer is purchasing the property in "as is" condition.
2. IXL Real Estate, its Agents and Employees are making no representations regarding the property and are not warranting any condition of the property.
3. All of my questions regarding the subject property have been answered to my complete satisfaction.
4. Having had full opportunity to have the property professionally inspected, Buyer agrees to hold IXL Real Estate, its Agents and Employees harmless with this respect to any defects in the property, including any active infestation by termites or other wood destroying organisms to the home or any building located on said property or any damages resulting therefrom or any damages caused by any previous infestation by termites or other wood destroying organisms, active, existing or pre-existing wood destroying fungus whether or not such damage is shown by the attached termite letter, if any, or other documents.
5. Having had full opportunity to have the property surveyed, Buyer agrees to accept the property without reservation.
6. Either the Buyer or the Seller has personally chosen any and all persons that have provided any repairs or improvements to the property, and Buyer and Seller expressly agree to hold IXL Real Estate, its Agents and Employees harmless from any claim or damage relating thereto.

IN WITNESS WHEREOF, the undersigned has executed this agreement on this the _____ day of _____, 20__.

Nikita Pleasure, Member			
Purchaser	Date	Seller	Date
Purchaser	Date	Seller	Date
Witness	Date	Witness	Date

Wellhouse Real Estate, LLC Date: _____
Hold Harmless Agreement

Property Address: 5361 Moffett Road, Mobile, AL 36618
Buyer: Shalom Property Group, LLC
Seller: Karen W. Allen, Kathryn Bates Powell, Julie E. Mullen, Janet Lynn Woodyard and Marsha W. Hawkins

The undersigned hereby agrees to release and hold harmless Wellhouse Real Estate, LLC, and it's agents from any and all loss, cost, damage, expense, claim, demand and/or lawsuit related in any way to the following:

1. Any repairs and/or improvements to the property, house and/or any of its component parts, including by not limited to appliances, equipment, plumbing, wiring, air conditioning systems and/or heating systems.
   ALSO
2. A current survey is not being provided on the above referenced property. Buyer assumes any results or consequences of any conditions that a survey may reveal including, but not limited to, encroachments, overlaps, boundary line disputes, flood zones, and any matters not of record taht would be disclosed by an accurate survey and inspection of the property.
   AND
3. Buyer understands that the mortgage lender did notmake a new survey being provided a requirement of the mortgage loan. However, Wellhouse Real Estate, LLC encourages all buyers to furnish a new survey on every sale. Buyer, being aware of the contents of the above paragraph is electing to waive the right to furnish a new survey and desires to proceed to close of the sale.
   AND
4. Buyer acknowledges having received an opportunity to review a copy of the commitment for title insurance being provided by the following title company Anchor Title, LLC. Their file/case number ATC28585 and being aware of the contents of it is satisfied to accept this property and to proceed to close of the sale. Exceptions in Schedule B.

In witness whereof, the undersigned has executed on this the 26 day of Dec, 2025

Seller: Karen W. Allen Seller: Kathryn B. Powell

Buyer: _____ Buyer: _____

Witness:
Sworn to and subscribed before me on this the 26 day of Dec, 20 25

_____
Notary Public
My commission expires: 1/11/84

Wellhouse Real Estate, LLC
Hold Harmless Agreement

Date: 12/26/25

Property Address: 5361 Moffett Road, Mobile, AL 36618
Buyer: Shalom Property Group, LLC
Seller: Karen W. Allen, Kathryn Bates Powell, Julie E. Mullen, Janet Lynn Woodyard and Marsha W. Hawkins

The undersigned hereby agrees to release and hold harmless Wellhouse Real Estate, LLC, and it's agents from any and all loss, cost, damage, expense, claim, demand and/or lawsuit related in any way to the following:

1. Any repairs and/or improvements to the property, house and/or any of its component parts, including by not limited to appliances, equipment, plumbing, wiring, air conditioning systems and/or heating systems.
   ALSO
2. A current survey is not being provided on the above referenced property. Buyer assumes any results or consequences of any conditions that a survey may reveal including, but not limited to, encroachments, overlaps, boundary line disputes, flood zones, and any matters not of record taht would be disclosed by an accurate survey and inspection of the property.
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In witness whereof, the undersigned has executed on this the 26 day of December, 2025.

Seller: _____ Seller: Janet Lynn Woodyard

Buyer: _____ Buyer: _____

Witness:
Sworn to and subscribed before me on this the ___ day of _____, 20___.

_____
Notary Public
My commission expires: _____

CALIFORNIA
JURAT CERTIFICATE

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of ORANGE

Subscribed and sworn to (or affirmed) before me on this 26 day of December, 2025

by Janet Lynn Woodyard,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

WITNESS MY HAND AND OFFICIAL SEAL.

BRET R. HOFFER
Commission # 2478744
Notary Public - California
ORANGE County
My Comm. Expires JAN 7, 2028

(Notary Seal)

Signature of Notary Public

OPTIONAL INFORMATION

The jurat contained within this document is in accordance with California law. Any affidavit subscribed and sworn to before a notary shall use the preceding wording or substantially similar wording pursuant to Civil Code sections 1189 and 8202. A jurat certificate cannot be affixed to a document sent by mail or otherwise delivered to a notary public, including electronic means, whereby the signer did not personally appear before the notary public, even if the signer is known by the notary public. The seal and signature cannot be affixed to a document without the correct notarial wording. As an additional option an affiant can produce an affidavit on the same document as the notarial certificate wording to eliminate the use of additional documentation.

DESCRIPTION OF ATTACHED DOCUMENT

(Title of document)

Number of Pages _____ (Including jurat)

Document Date _____

(Additional Information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual
- ☐ Corporate Officer
- ☐ Partner
- ☐ Attorney-In-Fact
- ☐ Trustee
- ☐ Other: _____

MMX V. BAN2 510.409.1334 www.BayAreaNotary.com

Wellhouse Real Estate, LLC
Hold Harmless Agreement

Date: 12/29/25

Property Address: 5361 Moffett Road, Mobile, AL 36618
Buyer: Shalom Property Group, LLC
Seller: Karen W. Allen, Kathryn Bates Powell, Julie E. Mullen, Janet Lynn Woodyard and Marsha W. Hawkins

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In witness whereof, the undersigned has executed on this the 29th day of December, 2025.

Seller: _____ Seller: _____
Marsha W. Hawkins

Buyer: _____ Buyer: _____

Witness:
Sworn to and subscribed before me on this the 29th day of December, 2025.

_____
Notary Public
My commission expires: 8/23/27

Notary Public State of Florida
Johna JF Wright
My Commission HH 392397
Expires 8/23/2027

Wellhouse Real Estate, LLC
Hold Harmless Agreement

Date: 12/29/2025

Property Address: 5361 Moffett Road, Mobile, AL 36618
Buyer: Shalom Property Group, LLC
Seller: Karen W. Allen, Kathryn Bates Powell, Julia E. Mullen, Janet Lynn Woodyard and Marsha W. Hawkins

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In witness whereof, the undersigned has executed on this the 29 day of December, 2025

Seller: _____ Seller: _____

Buyer: _____ Buyer: _____

Witness:
Sworn to and subscribed before me on this the ___ day of _____, 20___.

_____
Notary Public
My commission expires: 08/19/2029

Wellhouse Real Estate, LLC
Hold Harmless Agreement

Date: _____

Property Address: 5361 Moffett Road, Mobile, AL 36618
Buyer: Shalom Property Group, LLC
Seller: Karen W. Allen, Kathryn Bates Powell, Julie E. Mullen, Janet Lynn Woodyard and Marsha W. Hawkins

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In witness whereof, the undersigned has executed on this the _____ day of _____, 202__.

Seller: _____ Seller: _____

Buyer: Nikita Pleasure, Member Buyer: _____

Witness:
Sworn to and subscribed before me on this the ___ day of _____, 20__.

_____
Notary Public
My commission expires: _____

FINAL WALK THRU INSPECTION OF PROPERTY

Buyer(s) hereby declare that Buyer(s) have inspected the property located at 5361 Moffett Road Mobile, AL 36618 including heating, cooling and air conditioning equipment including any window units, plumbing and electrical systems and all included appliances on _____ (date) and that WITHOUT ANY RESERVATIONS, Buyer(s) accept this property and its heating, cooling and air conditioning equipment including any window units, plumbing and electrical systems, and all included appliances in their present "AS IS" condition.

Prior to this date, Buyer(s) have been given the opportunity to have a qualified person of Buyer(s) choice inspect the property on Buyer(s) behalf and HAVE [ ] [ ] HAVE NOT [ ] [ ] chosen to do so (Buyer(s) to initial appropriate blank). The Buyer(s) understand that if an agent accompanies the Buyer(s) on this final inspection, it is as a courtesy only and not as a person qualified to detect any defects.

Buyer(s) agree to indemnify and hold brokers and agents harmless against all claims, damages, losses, expenses or liabilities including attorney fees and expenses arising out of the condition of the property including but not limited to: heating, cooling and air conditioning equipment including any window units, plumbing and electrical systems and all included appliances.

Buyer(s) hereby affirm that all conditions concerning the foregoing contained in the Purchase Agreement dated 11/20/2025 have been complied with by the seller(s).
Exceptions: _____

Dated _____

Buyer Nikita Pleasure, Member Nikita Pleasure, Member (Dec 28, 2025 13:53:58 CST) Witness [ ]

Buyer [ ] Witness [ ]

This form is intended solely for the use of REALTOR members of the Mobile Area Association of REALTORS, Inc. 9/99

Printed Using Professional Computer Forms Co. On-Line Forms Software 7/00

Planning Commission
May 21, 2026

Agenda Item # 12

ZON-UDC-003729-2026

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

Applicant Materials for Consideration

DETAILS

Location:
5361 Moffett Road

Applicant / Agent:
Nikita Pleasure

Property Owner:
Shalom Property Group, LLC

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

Proposed Zoning:
B-3, Community Business Suburban District

Future Land Use:
Mixed Commercial Corridor

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Proposal:

- Rezoning from R-1 Suburban to B-3 Suburban
- **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 12 DATE May 21, 2026

APPLICANT Nikita Pleasure

REQUEST Rezoning from R-1 to B-3

N

NTS

SITE HISTORY

There are no 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 number, size, location, and design to be approved by ALDOT 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 applicant requests the rezoning of the subject property from R-1, Single-Family Residential Suburban District, to B-3, Community Business Suburban District, to allow use of the existing residence as a small real estate office. In support of the request, the applicant states that the property is located along the Moffett Road corridor, which has transitioned from primarily residential development to a mixture of commercial, office, and service-oriented uses. The applicant further states that the proposed office use would maintain the residential scale and character of the existing structure while incorporating limited site improvements, including parking, ADA accessibility upgrades, landscaping, and lighting improvements. According to the applicant, the proposed use would generate minimal impacts and support reinvestment and revitalization along the corridor in a manner consistent with the goals of Map for Mobile.

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 entirely surrounded by properties zoned R-1, Single-Family Residential Suburban District.

The submitted site plan depicts the existing 2,264± square-foot dwelling proposed to be expanded with a 1,225± square-foot addition on the west side of the structure, as well as a new 1,357± square-foot storage building. The submitted plan also depicts parking, access, and maneuvering areas that do not appear to comply with the standards of Article 3 of the Unified Development Code (UDC). It should be noted that, if the rezoning is approved, all site plans submitted at the time of permitting must demonstrate full compliance with all applicable UDC requirements.

Any proposed signage must comply with the UDC and will require separate permitting through the Planning and Zoning Department.

It should also be noted that the subject site is currently a metes-and-bounds parcel and not a legal lot of record. If the rezoning is approved, the applicant should be advised that a one-lot Subdivision application will be required prior to the issuance of permits for new construction on the site.

The Unified Development Code (UDC) states that rezonings should promote sound, stable, and desirable development patterns and be evaluated for consistency with the Comprehensive Plan, surrounding development patterns, compatibility with adjacent uses, infrastructure capacity, changing conditions in the area, and the broader public benefit of the request.

The subject site is designated Mixed Commercial Corridor on the Future Land Use Map (FLUM), a designation that generally supports commercial, office, and service-related uses along major transportation corridors. As such, the proposed office use appears generally consistent with the intent of the FLUM and the goals of Map for Mobile encouraging reinvestment and adaptive reuse along established corridors. The applicant does not allege that the existing R-1 zoning was established in error, but instead bases the request on changing conditions along portions of the Moffett Road corridor.

However, the subject site remains within a predominantly residential area and is surrounded by properties zoned R-1, Single-Family Residential Suburban District. While commercial zoning and uses exist farther west along Moffett Road, the properties immediately surrounding the site remain residential in both zoning and character. Additionally, the transition from predominantly residential development to a more intensive mix of commercial and residential uses appears to occur farther east along the corridor, rather than in the immediate vicinity of the site. Therefore, the requested B-3 zoning classification may be more intensive than necessary to accommodate the applicant's proposed use of a small real estate office within the existing residence.

The applicant proposes to maintain the residential character and scale of the existing structure and indicates that the office would operate during normal business hours with minimal external impacts. Given those representations, a less intensive zoning classification, such as B-1, Buffer Business District, may be more compatible with the surrounding residential context while still accommodating the proposed office use. Additionally, B-1 zoning could provide a more appropriate transitional buffer between nearby residential properties and the more intensive commercial uses located farther west along the corridor.

The applicant also proposes site improvements including parking, ADA accessibility upgrades, landscaping, and down-shielded lighting, which may improve the appearance and functionality of the site. The site is already served by existing public infrastructure and utilities, and the proposed low-intensity office use does not appear likely to create infrastructure capacity concerns.

Overall, while the proposed office use appears relatively low-intensity and generally consistent with the Mixed Commercial Corridor FLUM designation, consideration should be given to whether the requested B-3 zoning classification is appropriate within the predominantly residential context of the immediate area, or whether a less intensive commercial classification would better balance the proposed use with the established development pattern along this portion of the corridor.

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.

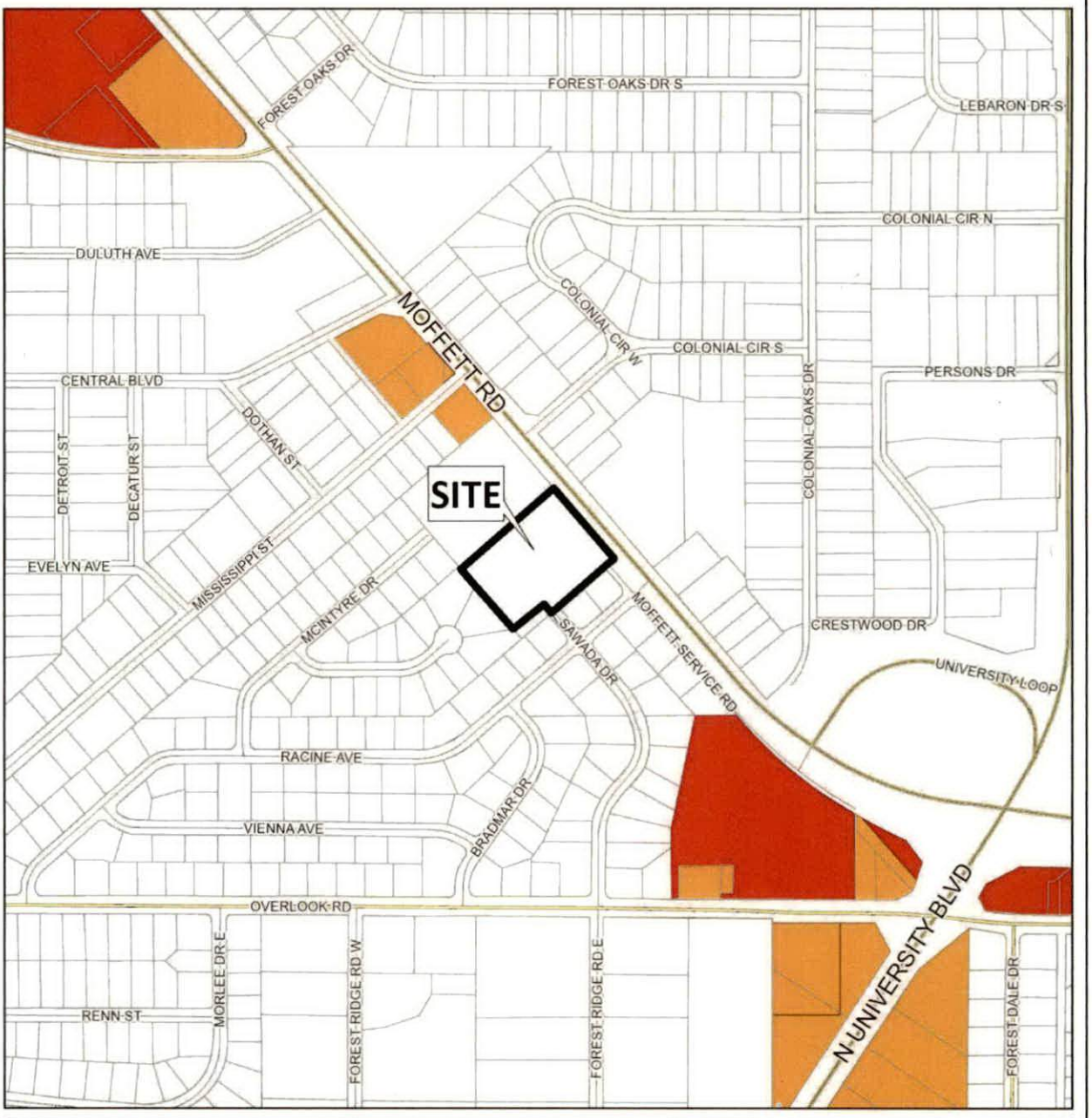
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the request to the City Council to Rezone the site to either B-1 or B-3, the following condition could apply:

1. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 12 DATE May 21, 2026

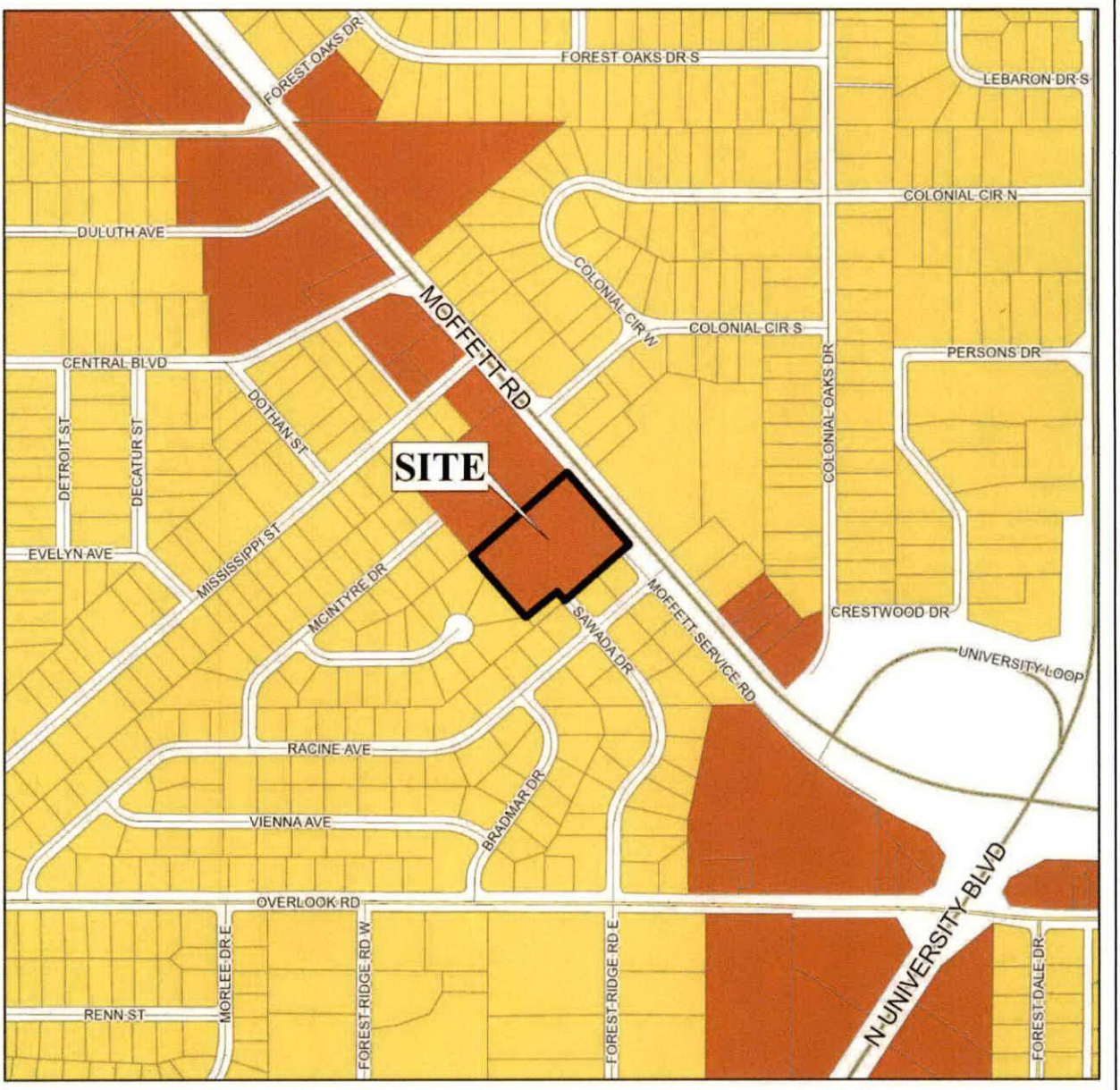
APPLICANT Nikita Pleasure

REQUEST Rezoning from R-1 to B-3

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 12 DATE May 21, 2026

APPLICANT Nikita Pleasure

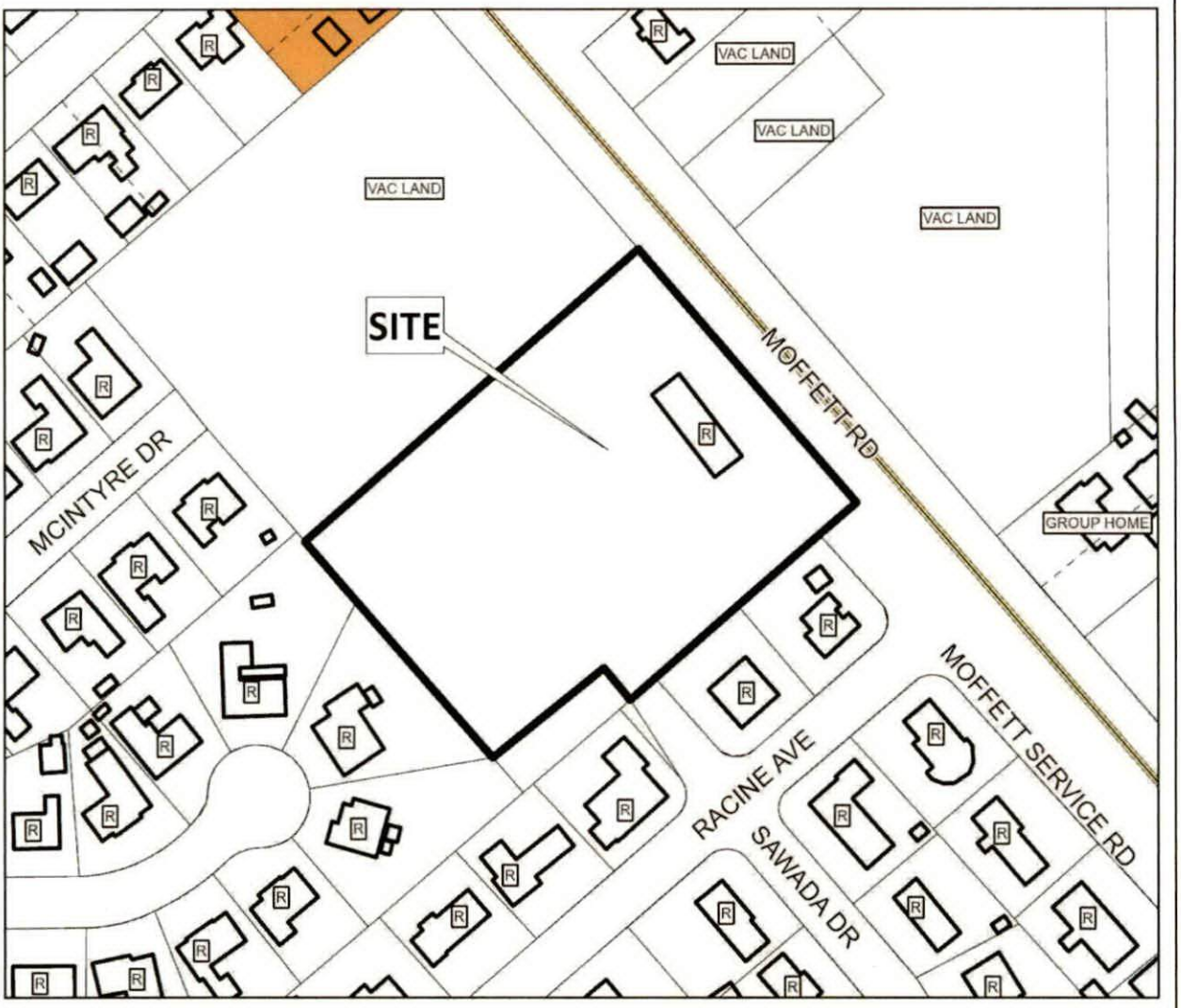
REQUEST Rezoning from R-1 to B-3

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units.

APPLICATION NUMBER 12 DATE May 21, 2026

APPLICANT Nikita Pleasure

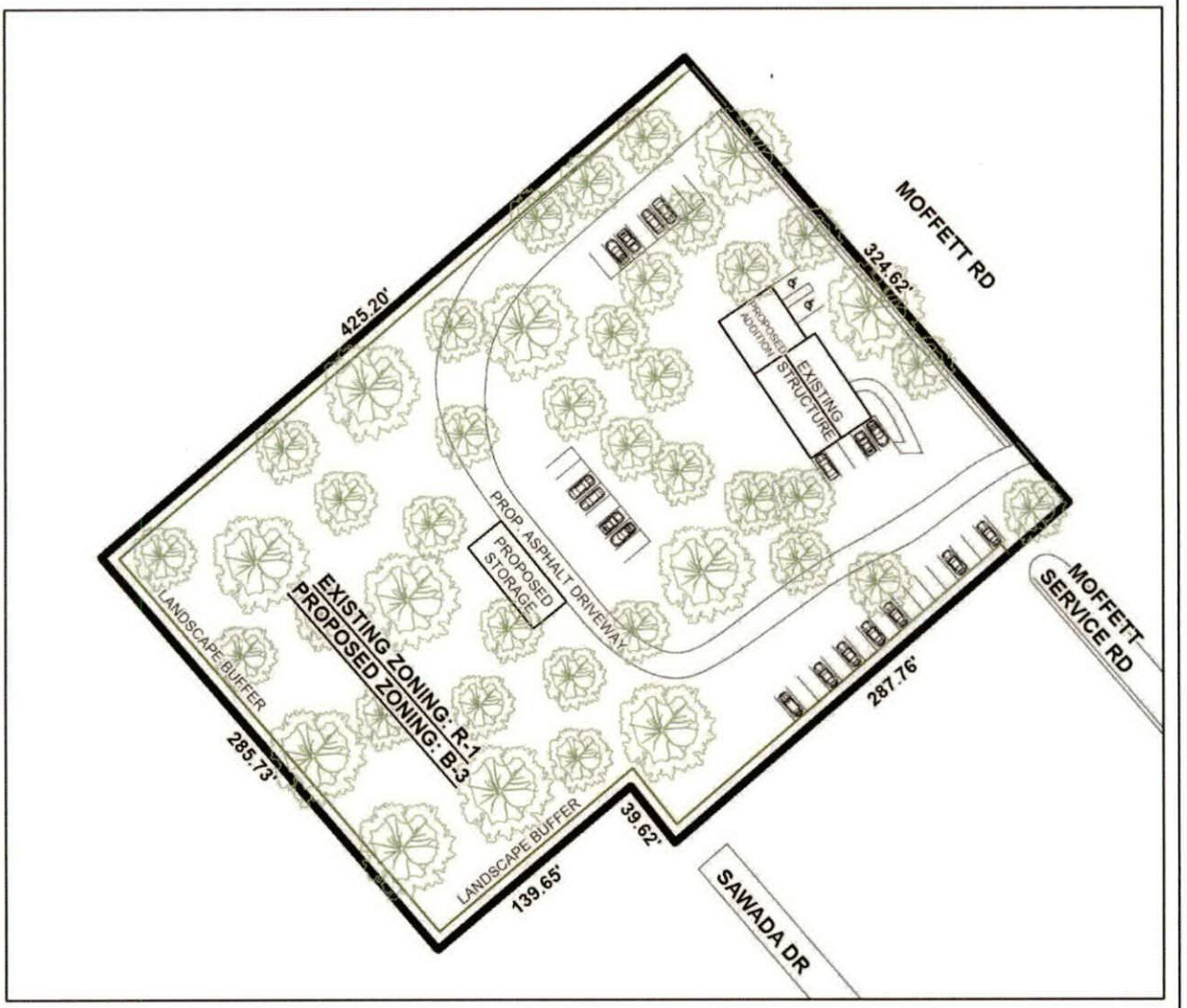
REQUEST Rezoning from R-1 to B-3

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

N

NTS

SITE PLAN



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

APPLICATION NUMBER 12 DATE May 21, 2026 APPLICANT Nikita Pleasure REQUEST Rezoning from R-1 to B-3	N NTS

FUTURE LAND USE MAP CORRESPONDENCE TO ZONING

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

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

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

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

Zoning correspondence matrix

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

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

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

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

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

MIXED COMMERCIAL CORRIDOR (MCC)

This land use designation mostly applies to transportation corridors west of I-65 serving primarily the low-density (suburban) residential neighborhoods. MCC includes a wide variety of retail, services and entertainment uses. This designation acknowledges existing commercial development that is spread along Mobile's transportation corridors in a conventional strip pattern or concentrated into shorter segments of a corridor.

Development Intent

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

Land use mix

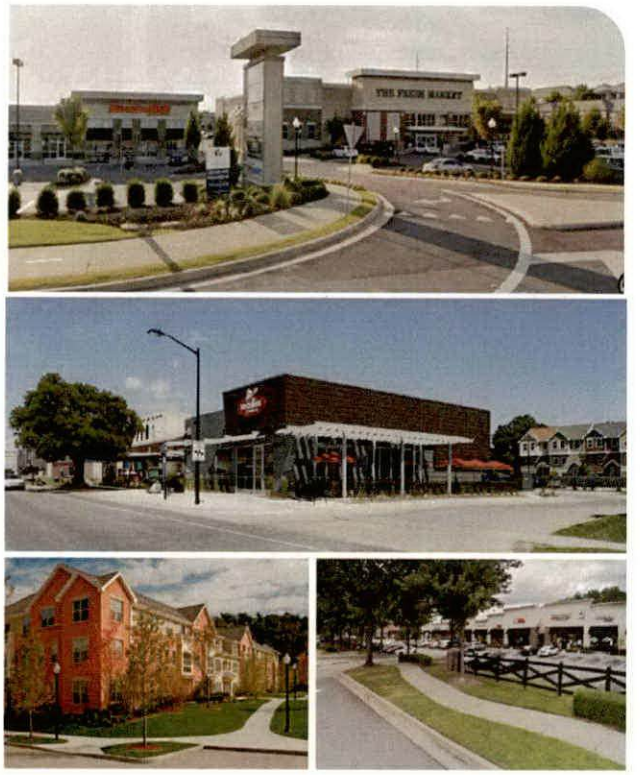
Primary Uses

- Commercial
- Office

Secondary Uses

- Residential, Multifamily
- Residential, Attached
- Civic
- Parks

Housing mix

- Multifamily buildings
- Attached residential such as duplexes, multiplexes, and townhomes

Character Example